

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF KODIAK

AND

PUBLIC SAFETY EMPLOYEES' ASSOCIATION

Effective

July 1, 2024, through June 30, 2026



Article	Description	Page
Article 1	Preamble	1
Article 2	Recognition, Association Representation	2
Article 3	Association Security	3
Article 4	Association Membership, Dues, Activities	4
Article 5	Availability of Parties to Each Other	6
Article 6	Management Rights	7
Article 7	Employee Rights	8
Article 8	Bulletin Boards and E-Mail Meeting Space	9
Article 9	Personnel Files	10
Article 10	Non-Discrimination, Anti-Harassment	12
Article 11	No Strike - Lock Out	13
Article 12	Probationary Period and Performance Evaluations	14
Article 13	Indemnification	17
Article 14	Grievance Procedure	19
Article 15	Discipline/Administrative Investigation /Employee Conference	24
Article 16	Seniority - Hardship Request	30
Article 17	Leave Benefits	32
Article 18	Holidays	53
Article 19	Insurance, Medical and Retirement Benefits	55
Article 20	Compensation	56
Article 21	Personnel Policies, Files and Operating Procedures Manual	64
Article 22	Supplemental Agreement and Letters of Agreement (LOA)	68
Article 23	Savings and Subordination Clause	69
Article 24	Superseding Effect of this Agreement	70
Article 25	RESERVED (Article Intentionally Left Blank)	71
Article 26	Conditions Not Specifically Covered	72
Article 27	Duration of this Agreement	73
Article 28	Complete Agreement	74
Appendix A	Salary Schedule	
Updated:	6/12/2024	

ARTICLE 1

PREAMBLE

This Agreement entered into by the City of Kodiak and the Public Safety Employees Association (PSEA) has as its purpose the promotion of harmonious relations between the Employer and the Association; the promotion of efficiency and economy in service to the citizens of the City of Kodiak; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment for Police Department Employees.

ARTICLE 2

RECOGNITION, ASSOCIATION REPRESENTATION

2.1 General Recognition

The City of Kodiak, hereinafter referred to as the Employer, recognizes the Public Safety Employees Association, hereinafter referred to as the Association, as the exclusive representative of all regular, full time and probationary Employees in the Bargaining Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

2.2 Exclusive Representation with the Association

The Employer will not negotiate or handle grievances with any individual or Employee organization other than the Association or its designee with reference to terms and conditions of employment of Employees in the Bargaining Unit. When individuals or organizations other than the Association, or its designee, request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to the Association. Similarly, the Association, or its designee, will advise any individuals or organizations seeking to negotiate or handle grievances that the Association, or its designee, is the exclusive representative of Employees of the Bargaining Unit and will be the only agency to approach the Employer on these matters. However, nothing contained herein shall be construed to, in any way, deprive Employees of rights as provided by law and the applicable sections referenced of the City of Kodiak Personnel Rules and Regulations (PR&R).

ARTICLE 3

ASSOCIATION SECURITY

All Employees holding a position covered by this Agreement may voluntarily elect to become Members of the Association. Nothing in this Agreement prohibits the Association from charging a non-Member fees for services such as a grievance and/or arbitration filed at the request of the non-Member.

ARTICLE 4

ASSOCIATION MEMBERSHIP, DUES, ACTIVITIES

4.1 Association Membership

Employees covered by this agreement may voluntarily elect to become Members of the Association.

4.2 Payroll Deductions

The Employer shall make all appropriate deductions, including Association dues, fees, or assessments from the pay of those Employees who have presented the Employer with a signed authorization for the deduction. These deductions shall be forwarded to the Association within ten (10) days.

4.3 Association Representative

- A. The Public Safety Employees Association, located in Anchorage, shall have a representative who shall be authorized to speak for the Association in all matters covered by this Agreement. The President of the Police Department Employees Association shall be authorized to speak as a representative of first contact for the Association in all matters covered by this Agreement.
- B. Association representatives shall be permitted to visit any site at which bargaining unit Members are working, provided visitation complies with security procedures and does not unreasonably interfere with the Employees' work. Non-Employee Association representatives shall notify the Chief of Police or his or her designee when visiting the building.

4.4 Association Steward

- A. A steward may be appointed from among the Members of the Employer at any time by the Association. The Association will notify the City of Kodiak Human Resources Manager and the Police Chief in writing within forty-eight (48) hours of such appointments and when the Member is no longer the steward.
- B. When requests, complaints, grievances, or any other business in which the Employer has an interest cannot be handled during non-working hours, the steward may process some during working hours without loss of compensation, utilizing the Association business leave bank. Such time must be approved in advance by the steward's supervisor. Such requests will not be unreasonably denied.

4.5 Employee Status Notifications

The Employer shall notify the Association (office@psea.net) within seven (7) days of the name, address, and date of hire for any new Employee. Further, the Employer shall notify the Association within seven (7) days of the name of any Employee who has separated from employment.

4.6 Employee Orientation

Within the first four (4) months of employment, the Chapter President or the Chapter Steward shall have one (1) hour of each new Employee's on-duty time, by prior arrangement with the Employees' immediate supervisor, to discuss matters pertaining to this Agreement and Association representation. The Employer may arrange for several Employees to attend the one-hour session at the same time upon prior notice to the Chapter President. Nothing requires any new Employee to attend such an orientation. Orientation conducted by the shop steward will utilize the Association business leave bank.

4.7 Association Activities

The Employer agrees that it will not in any manner, directly or indirectly; attempt to interfere between any of its Members and the Association. The Employer will not in any manner restrain or attempt to restrain any Member from belonging to the Association, or from taking an active part in lawful Association affairs which are not inconsistent with this Agreement.

ARTICLE 5

AVAILIBILITY OF PARTIES TO EACH OTHER

The parties agree that representatives of the Association and the Employer shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation, or modification. Both parties agree that an obligation to meet in good faith exists. This provision is established for the purpose of facilitating two-way communications.

ARTICLE 6

MANAGEMENT RIGHTS

Management's Rights are set forth in Kodiak City Code and/or PR&R, and as set forth under the laws, regulations and court decisions of the State of Alaska and the United States of America. The purpose of this section is to reserve to management those decisions which permit the Employer to provide the efficient delivery of uninterrupted service to the community and to take necessary actions to carry out its mission; provided, however, that the exercise of these rights does not preclude Employees or their representatives from consulting, meeting and conferring about the practical consequences that decisions on management matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 7

EMPLOYEE RIGHTS

Employee's rights under this Agreement shall be extended to Employees upon completion of the initial probationary period entitling them to the grievance process. Upon successful completion of the initial probationary period, full Employee's rights shall be extended to the Employee.

ARTICLE 8

BULLETIN BOARDS AND E-MAIL MEETING SPACE

8.1 Bulletin Board

The Employer shall provide non-public space for the posting of Association notices on existing bulletin boards, which are primarily for Employee information.

8.2 Email

Use of e-mail for Association business shall be allowed, provided that such use is consistent with the Employer's computer use policy, and such use does not interfere with the operations of the Employer or the performance of the Employee's duties.

8.3 Meeting Space

Meeting space owned by the Employer, may be used by the Association for Association meetings provided the Employer approves the request in advance subject to the facility's availability schedule. Normal space usage fee and deposit will be waived if facility's condition is left in the same status as before the Association's use.

ARTICLE 9

PERSONNEL FILES

9.1 Location

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

9.2 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 accesses the Employee's personnel files.

9.3 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.

9.4 Association Access

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

9.5 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 Association, 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 unless restricted notification of the affected Employee is given to the Employer.

9.6 Removal of Documents

Upon request by an Employee, the Chief, or designee, may remove from the Department employee personnel file 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 and will remain in the Employer's Human Resource employee personnel file.

ARTICLE 10

NON-DISCRIMINATION, ANTI-HARASSMENT

All Employees covered by this Agreement shall be expected to comply with the Employer's Non-Discrimination, Anti-Harassment, and Equal Employment Policy found in the Employer Personnel Rules and Regulations (PR&R) Addendum B.

ARTICLE 11

NO STRIKE - LOCK OUT

The Association agrees that during the life of this Agreement, the Association, its agents, or its Employees, will not authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, picketing or strike against the Employer.

The Employer agrees that during the life of this Agreement, there shall be no lockout. The Association further agrees that its Employees shall, in each instance, cross the picket line of any other Employee organization in order to perform duties as assigned.

ARTICLE 12

PROBATIONARY PERIOD AND PERFORMANCE EVALUATIONS

12.1 Probationary Periods

- A. Every new police and corrections officer shall serve a twelve (12) month probationary period or until they satisfy APSC requirements for certification. All other Employees will serve a six (6) month probationary period 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 (6) month probationary period with the exception being a transfer to an APSC covered position. If the Employee's performance in the new position does not meet expectations in the Employer's sole discretion, the Employee may be returned to their previous position, if vacant, or apply to another vacant position within the City 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.
- D. Probationary periods of new Employees may be extended, up to six months, at the discretion of the Employer when additional time to observe the Employee's work performance is deemed necessary, or when additional time is needed to obtain job-requirements such as licensing and certifications. Notification to Employee and the Association will be provided by the Employer prior to the end of the original probationary period. Notification will include the reasons for the extension, the goals and expectations to observe in the extended probationary period.
- E. During probationary period any Leave Without Pay (LWOP) taken will extend the probationary period equal to the LWOP taken.

12.2 Performance Evaluations

- A. **End of Probationary Period.** Each regular Employee shall be evaluated approximately 10 days before completing the probationary period. The Employee must receive an overall evaluation of at least "satisfactory" before becoming a classified Employee.

- B. **Annual.** Each regular Employee shall receive an annual performance evaluation approximately one month before the date of each potential merit step increase as scheduled. The evaluation must be completed and reviewed with the Employee no later than thirty (30) days after the Employee's anniversary date.

12.3 Special Performance Evaluation

- A. "Special Performance" evaluation shall be completed whenever:
 - 1. There is a significant change either upward or downward in the Employee's performance;
 - 2. A supervisor leaves their position. The supervisor shall complete a performance report on each Employee under their supervision who has not been evaluated within six (6) months before the date the supervisor is to leave their position; or
 - 3. Deemed appropriate to assess whether an Employee needs to become subject to a performance improvement plan, or whenever an evaluation under such a plan is deemed appropriate.
- B. **Rating Officer.** The rating officer is the Employee's direct supervisor and must have supervised the Employee for not less than six (6) months. The rating officer shall be responsible for completing a performance evaluation report, which shall be reviewed and approved by the department director and City Manager or designee at the time prescribed for each Employee supervised. If the Employee does not have a rating officer that meets this requirement, the next line supervisor, with direct supervision more than six (6) months, shall complete a performance evaluation report.
- C. **Review Officer.** The reviewing officer shall be the rating officer's immediate supervisor or department director. The reviewing officer shall review the draft performance evaluation report before the report is sent to the City Manager and before it is presented to the Employee. The reviewing officer shall consider the performance evaluations completed by the rating officer when evaluating the rating officer's performance. When the rating officer is the department director, the reviewing officer shall be the City Manager.
- D. Performance Evaluations are not grievable, however, a rebuttal from an Employee will accompany an evaluation in the personnel file.

- E. The purpose of a performance evaluation is to review the Employee's performance and address any issues. The performance evaluation will be used as a tool to help the Employee improve and set future goals.
- F. An Employee shall be allowed to submit a written comment or rebuttal to any performance evaluation received. The rebuttal will be initially submitted to the Chief for his/her review, and then forwarded to the Human Resources Manager to be attached to the performance evaluation in the Employee's personnel file.
- G. An Employee denied a merit increase due to an unacceptable performance evaluation shall be re-evaluated within six (6) months, or sooner, 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 date of the satisfactory performance evaluation.
- H. An unacceptable performance evaluation shall not affect a Employee's anniversary date for purposes of future evaluations or any other benefits.

ARTICLE 13

INDEMNIFICATION

13.1 Legal Indemnification

The Employer shall provide for indemnification of Employees against losses arising out of any judgments or claims for acts committed by them in the course of or discharge of their duties and in the scope of their employment, provided that such losses do not result from the willful commission of wrongful acts or gross negligence of such Employees.

An Employee charged in any civil action in the performance of his/her duties as required by the Employer shall not lose his/her position, pay or benefits {based upon a suit being brought;} costs stemming from a civil suit against any Employee in the performance of his/her duties as provided in this Article shall be borne by the Employer, including any judgment rendered against the Employee. If it is determined by a court of competent jurisdiction that the Employee was not acting in the course or scope of his/her employment, the Employer is not liable for any judgment and may recover any costs incurred from the Employee. The Employer will not indemnify an Employee for a judgement against the Employee for punitive damages if it is determined by a court of competent jurisdiction that the Employee was not acting in the course or scope of his/her employment.

The Employee shall have the right to counsel; however, the Employer shall have the right to determine which attorney will represent the Employee subject to Alaska law. The City shall defend and indemnify Employees from actions for damages against them based on performance or failure to perform a duty imposed in a job description, unless the act or omission of the Employee is criminal in nature, grossly negligent, reckless or maliciously intentional. If a complaint alleges malicious intent, the City shall still defend the defendant Employee, but the City is not liable for indemnification if the trier of fact finds that the conduct was maliciously intentional.

If an Employee is charged criminally for acts committed by him or her in the course of or discharge of their duties and in the scope of their employment and the Employee is acquitted or the charges dropped, the City Council in its sole discretion, may choose to reimburse all or part of legal fees and expenses incurred, but only if there is a determination by the Council in favor of the Employee on each of the following issues a through d:

- a. The Employee acted in a matter related to their employment in which the City of Kodiak had an interest.

- b. The Employee acted in discharging a duty authorized or imposed by law.
- c. The Employee acted in good faith.
- d. If the Employee had no reasonable cause to believe their conduct was unlawful.

The City Council's decision on reimbursement shall be final and binding on the Employee and not subject to arbitration under Article 14.

13.2 Payroll Deductions

The Association will indemnify the Employer against any and all liability which may arise regarding deduction by the Employer of money for Association Membership dues from Employee wages as described under Article 4, Section 4.2.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 Exclusive Remedy

Whenever possible, disputes should be resolved informally at the lowest level in the Employee's chain of command. All Employees, supervisors, and administrators are encouraged to engage in free and open communication to resolve differences without resorting to a formal process. When attempts at informal dispute resolution are unsuccessful, Employees may initiate the grievance procedure described herein. This procedure shall be the sole and exclusive means of settling disputes and disagreements between the parties involving the application of this Agreement.

14.2 Grievance Defined

- A. A "grievance" is any disagreement or dispute between the Employer and the Association regarding an alleged violation, misinterpretation, or misapplication of this Agreement.
- B. This procedure shall not be available to probationary Employees.
- C. Performance evaluations and written reprimands given to an Employee are 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.
 - A written warning or reprimand may be purged from an Employee's department personnel file after two (2) years if no similar conduct is documented as outlined in Article 9.6.

14.3 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 known to the Employee and/or the Association supporting the grievance;

4. A list of articles and sections within the collective bargaining agreement that are alleged to have been violated;
 5. The remedy sought.
- B. Should the Employer not comply with the time limits specified in this Article, the Association may advance the grievance to the next higher step. Any grievance not filed or elevated by the Association according to the procedures and time frames in Section 14.4 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. Email delivery of grievances and responses between the Association and the Employer shall be acceptable provided that a receipt is requested and received indicating when the email message was received by the Employer.
 - F. In all instances, Employer responses shall be delivered to the individual from whom the grievance was received, with a courtesy copy to the Association in Anchorage.
 - G. The time limits herein stated may be extended only by written mutual agreement of the parties. Such mutual written agreement may be transmitted via US mail, e-mail or other reliable written electronic communication.
 - H. "Class Action Grievances" shall be defined as a grievance affecting more than one Association 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. A grievance regarding disciplinary action greater than a Letter of Reprimand (which is not grievable) shall be filed at Step 2.

14.4 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:

STEP 1

1. A grievance shall be initiated by the Association submitting the grievance in writing to the first level of supervisor outside the bargaining unit within fourteen (14) days from the date the Employee first knew, or reasonably should have known, of the action or inaction that is the subject of the grievance.
2. The supervisor shall meet with and discuss the grievance with the grievant and his/her Association representative and provide a written response within fourteen (14) days of the receipt of the original grievance.

STEP 2

1. If resolution is not reached at Step 1, the Association may present a written statement of the grievance 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. The Chief may meet with the grievant and the Association representative to discuss the grievance and shall provide a written response within fourteen (14) days after receipt of the grievance.

STEP 3

1. If resolution is not reached at Step 2, the Association may present a written statement of the grievance to the City Manager within fourteen (14) days of receipt of the Chief's response, or the date of the response was due, whichever is earlier.
2. Within fourteen (14) days of receipt, the City Manager shall provide a written response upholding, modifying, or disapproving the Chief's response. The City Manager's decision shall be final and take immediate effect, subject to further proceedings under Step 4.

STEP 4

If resolution is not reached at Step 3, the grievance may be submitted by the Association to arbitration in the following manner:

1. Within fourteen (14) days of the Association's receipt of the City Manager's response at Step 3 or the date the response was due, whichever is earlier, the Association shall deliver to the City Manager a

written demand for arbitration. If such arbitration is not received within fourteen (14) days, the grievance shall be considered settled.

2. Within ten (10) days after receipt of the written demand, the Association and the City Manager or designee shall meet in an effort to select an arbitrator.
3. If an Arbitrator has not been agreed to 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 Washington or Alaska. Each party shall bear their own costs in connection with such a request.
4. 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 specific issue(s) set forth in the written grievance by the Association and the written responses 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.
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) 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 Association 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

DISCIPLINE/ADMINISTRATIVE INVESTIGATION/ EMPLOYEE CONFERENCE

15.1 Disciplinary Actions

The Employer retains the right to discipline and/or discharge an Employee for just cause. Whenever possible, disciplinary actions shall be administered progressively to maximize the opportunity for Employees to correct adverse, incorrect, or inappropriate conduct and performance. Examples of behaviors and actions warranting disciplinary actions include, but are not limited to, the following: any conduct detrimental to the best interests of the Employer; inefficiency or unwillingness to perform duties; tardiness or absenteeism; neglect or failure to perform duties at an acceptable level of performance; insubordination; dishonesty, theft, or falsification of any report, record, or document; assault, fighting, threats, or horseplay; sleeping on the job or taking unauthorized breaks; possession or use of intoxicants or illegal drugs while on duty; conviction of a felony for a crime that is job-related or which reflects negatively upon the Employee's character, trustworthiness, or ability to continue serving the Employer effectively; reckless or willful damage to or loss of Employer property; violation of departmental rules of conduct or safety regulations; disrespectful conduct or use of profane, abusive, or threatening language toward coworkers or the public; sexual harassment or discrimination; the use of racial or sexual slurs or innuendoes; unprofessional conduct; inappropriate use of Employer resources and Employee's working time; falsification or misrepresentations on an Employee's time sheets; malicious conduct directed towards a fellow Employee; misconduct or neglect of duties or care that puts the safety of the Employee or others at risk; and any other conduct that reasonably justifies the proposed form of discipline, up to and including dismissal. This Article does not apply to probationary Employees. The Employer may discharge probationary Employees at any time for any lawful reason.

15.2 Progressive Discipline Preferred

When a supervisor of an Employee determines disciplinary action is necessary, the supervisor or Chief may begin discipline at any of the steps listed below. Steps 1 and 2 may be completed entirely within the department; steps 3 through 6 must involve and be approved by the City Manager.

- 1) Verbal Warning
- 2) Verbal Reprimand, with written note to personnel file
- 3) Disciplinary Action Memorandum
- 4) Suspension Without Pay

- 5) Demotion
- 6) Dismissal

It is recognized that the level of discipline needed depends upon a variety of circumstances including the nature and severity of the offense. Therefore, when the Employee's misconduct is of a serious nature the Employer may invoke the progressive step that is applicable. Prior disciplinary action shall not be considered if it is remote in time from the present offense. If a prior offense is unrelated to the present problem, it will not be considered unless the Employee has had repeated disciplinary problems. The Employer agrees to notify the designated Association representative in writing of the reason for any discipline administered.

15.3 Application of Discipline

When it becomes necessary for the Employer to initiate disciplinary actions against any Employee for just cause, such actions shall be administered in a fair and impartial manner, with due regard for the circumstances of the individual case.

15.4 Association Representation

If requested, Employees are entitled to be represented in person or telephonically by the Association at disciplinary interviews and disciplinary conferences. Disciplinary interviews and disciplinary conferences are defined as meetings that could result in disciplinary documents being placed in the Employees' personnel files.

15.5 Administrative Investigation Procedures

15.5.1 General Provisions

- A. The Administrative Investigation process is the procedure used by the Employer to investigate complaints about Employees. The Employer and the Association agree that it is imperative that all investigations of complaints against an Employee or claims of Employee misconduct are conducted in a manner which upholds the highest standards of the Department, preserves the faith of the public in the integrity of the Department and its Employees, and protects and safeguards the rights of due process to the Employees. When the Employer determines that an Administrative Investigation is necessary, the following procedures shall govern the conduct of that investigation.
- B. Definition of "Administrative Investigation": Any time the Employer initiates a formal investigation to determine the possibility of, or to

establish a basis for discipline, suspension, or dismissal, whether such investigation is initiated by an internal, external, formal, or informal complaint.

- C. Association representation is an Employee's right at each stage of any Administrative Investigation. Except in exigent circumstances, the Employee will be given up to twenty-four (24) hours to arrange Association representation if the Employee requests a local Association representative. Except in exigent circumstances, the Employee will be given up to seventy-two (72) hours to arrange Association representation if the Employee requests an Association representative from the Anchorage office.
- D. An Employee shall be entitled to a fair and impartial investigation when the Employer deems an investigation is necessary. The Employee shall assist and expedite Administrative Investigations and, when requested by investigative officers, furnish statements as witnesses within the guidelines specified below.
- E. Employees are entitled to prompt notice of Administrative Investigations concerning them, unless there is reasonable cause not to. The notice shall contain a synopsis of the complaint and the name of the supervisor tasked with the investigation. The notice shall provide sufficient detail for the Employee to understand the focus of the investigation.
- F. If, during the course of the investigation, additional areas of potential misconduct arise that expand the scope of the initial investigation, the Employee shall be notified in writing of the new or revised allegations, unless there is a reasonable cause not to. The Employer may include the additional allegations in the ongoing Administrative Investigation or open a new Administrative Investigation. If the Association is involved in representing the Employee under investigation, the Employer will notify the Association of the expanded scope of allegations.
- G. Nothing in this section prevents the Employer from conducting a cursory supervisory review of a complaint to determine if a formal investigation is warranted.

15.5.2 Interviews

- A. If the Employer decides it is necessary to conduct one or more interview(s) with the Employee who is the subject of the Administrative Investigation, the Employee and the Association will be

notified and shall have not less than one (1) day, nor more than three (3) days to prepare for the interview. Notification shall be made directly to the Association, Anchorage office, by telephone, or email. In the event notification to the Association is not possible, the notification shall be made to the local chapter president. (office@psea.net, 907-337-1979)

- B. The Employee may be accompanied by no more than two (2) Association representatives. One (1) Association representative (to be identified by the Association at the start of interview) shall be allowed to cross-examine the Employee at the conclusion of the interview, with right of re-examination by the Employer following the Association questioning. Association representative shall not otherwise interrupt or disrupt the interview in any way.
- C. Questioning shall be conducted in not more than one (1) hour segments for no more than four (4) hours per day. Reasonable breaks, up to approximately ten (10) minutes, may be requested by the Employee. Each one (1) hour segment without a break shall be followed by a ten (10) minute rest period. The rest period may be waived by the Employee. Employee shall be required to answer only those questions reasonably relating to subject of the investigation.
- D. An Employee's immediate family shall not be interviewed unless reasonably related to the subject matter of the investigation. Employees shall not be disciplined solely on the basis that an immediate family Employee declines to be interviewed.
- E. The complete Administrative Investigation interview shall be recorded. A copy shall be provided to the Association within seven (7) days of a request by the Association. If either party has the interview transcribed, a copy shall be provided to the other party at no expense.
- F. All questions to the Employee shall be recorded. No off the record conversations shall occur between the Employer and the Employee.

15.5.3 Conclusion of Investigation

- A. During the course of an Administrative Investigation, the Employer may determine that it is not necessary to continue the normal and routine Administrative Investigation process and procedures. If the Employer determines that the investigation will be completed with an Executive Summary or a Memorandum of Findings as opposed to a full investigative report, it will advise the Association of this decision. The Chief of Police and/or him/her designee will meet with the Employee

and an Association representative within ten (10) working days to discuss the Executive Summary or Memorandum of Findings. During this meeting, the Employee and/or the Association may contest the Executive Summary or Memorandum of Findings and request that the normal and routine Administrative Investigation process and procedures be followed. Completion of the Administrative Investigation or proceedings based on the Executive Summary or Memorandum of Findings will be at the Employer's discretion.

- B. **Notice of Administrative Investigation Completion.** The investigated Employee and the Association shall be informed in writing as soon as practical when the investigation has been completed and a course of action has been determined. The notifications shall be sent via email.
- C. No materials or reports involving the allegations shall be entered into any personnel file of the Employee where the Administrative Investigation has exonerated the Employee and/or the allegations were determined to be unfounded. The completed Administrative Investigation File shall be considered a confidential file. The completed Administrative Investigation file will be maintained by the Chief of Police. The Employee and/or the Association (with the Employee's written approval) may review a completed Administrative Investigation file by submitting a written request to the Chief of Police. The review will take place in such a manner that no copies of the report or its contents are created or removed from the confidential file.

15.6 Pre-disciplinary Conference

Prior to determining discipline, a recorded Employee conference (Loudermill Hearing) will be held. In such case, the Employee shall be notified and provided at least five (5) days to prepare for the conference, unless waived by the Employee in writing. In addition, the Employer will provide a summary of the basis for the disciplinary action that is being considered to the Employee and the Association at least five (5) working days prior to the disciplinary conference (Loudermill Hearing). Association representation is mandatory at any Employees' disciplinary conference (Loudermill Hearing) if requested, unless the Employee specifically waives his or her rights to representation in writing. However, the Employee continues to have all appeal rights provided in this contract in order to contest any disciplinary action that may be taken, excluding Letters of Warning or Reprimand. If it becomes necessary for the Employer to initiate disciplinary actions against any Employee for just cause, such actions shall be administered in a fair and impartial manner with due regard for the circumstances of the individual case. If any discipline is issued as

a result of the Administrative Investigation, a copy of the disciplinary action shall be forwarded to the Association within three (3) working days of the issue.

15.7 Criminal and Administrative Investigations

- A. If an Employee is under investigation for alleged conduct that may result in administrative action and criminal prosecution, the Employer shall not “merge” the criminal investigation and the administrative investigation, but shall instead conduct separate and distinct investigations. Criminal investigations shall be handled the same as it would be for a member of the public.
- B. If a criminal investigation is or may be conducted in conjunction with the Administrative Investigation, the Employee shall be advised of his/her constitutional rights and provided with a Garrity warning prior to the interview with the subject Employee. An Employee may be subject to disciplinary action for failing to cooperate with an investigation or to answer questions in an interview, but statements provided by the Employee during an Administrative Investigation shall not be used against the Employee in any subsequent criminal proceeding. Such statements may be used against the Employee in the disciplinary matter at issue.

15.8 Status Pending Investigation

If during an Administrative Investigation, the Employer determines it is necessary to relieve an Employee of regularly assigned duties, the Employee may be placed on Administrative Leave with pay or, after notice and an opportunity to be heard, without pay. This temporary reassignment will not be considered as a disciplinary measure and may continue until the end of the Administrative Investigation. The Employer may require the Employee to relinquish their credentials and issued firearms during the Administrative Investigation. The Employer will make every effort to complete Administrative Investigations within ninety (90) days of the date the Investigation was initiated. Should an Administrative Investigation take longer than ninety (90) days, the Employee and Association will be notified in writing of the reasons for the delay and provided with an estimated time of completion.

ARTICLE 16

SENIORITY - HARDSHIP REQUEST

16.1 Seniority Defined

- A. All Employees shall be listed in descending order.
 - 1. **Seniority.** The Employee having the longest term of unbroken service in their current covered job classification shall be number one (1) on the seniority list, and Employees will fill in from there with the next longest term of unbroken service in their current covered job classification, and so on.
 - 2. After transferring or promoting to a different covered job classification, an Employee becomes the least senior person in that classification.
- B. 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.
- C. Seniority may be used where scheduling issues arise or when other operational opportunities, such as overtime, arise.
- D. The different divisions within the Department may utilize 8, 10, or 12-hour shifts. Currently, shifts are rotated on a three (3) month rotating schedule. The current practice of rotating shifts will continue.
- E. Bargaining unit seniority shall be principally applied to annual leave selection procedures. Annual leave selection shall progress by job classification starting with those Employees holding the highest seniority within the job classification. Leave under this section will apply to requests during open periods during the month of January and July of each calendar year.

16.2 Significant Hardship Request

An Employee may make an appeal to the Chief of Police for shift reassignment due to a significant hardship. When the reassignment does not adversely affect operations, the Employee may be reassigned for a duration not to exceed three (3) months. Significant hardship requests will be limited to one (1) per twelve (12) month period. No Employee may be displaced or reassigned without their express and written consent.

Examples of significant hardship include, but are not limited to:

1. Special education needs for children related to physical or mental disability.
2. Significant medically related issues the Employee or family members are incurring.

ARTICLE 17

LEAVE BENEFITS

17.1 LEAVE

No changes to leave accrual benefits shall be made outside of the Collective Bargaining process.

Leave Program. The Employer shall provide Employees Annual Leave and Sick Leave benefits.

- (a) Annual Leave and Sick Leave accrue at separate rates.
- (b) Requests for Annual Leave outside of 16.1.E shall be made no later than one (1) week before the start of the desired leave. In unforeseen or unavoidable circumstances, Annual Leave requests may be made as little as one (1) working day before the requested start of leave. When multiple requests are received at the same time, seniority will be used to determine what leave can be approved.
- (c) Authorization of Annual Leave and Sick Leave is the responsibility of the Chief of Police or their designee.

17.2 ANNUAL LEAVE ACCRUAL RATE

Annual Leave accrues according to the following schedule:

- 4.62 hours per pay period—first through twenty-fourth month
- 6.47 hours per pay period—twenty-fifth through sixtieth month
- 7.39 hours per pay period—sixty-first through one hundred twentieth month
- 8.31 hours per pay period—after one hundred twentieth month

17.3 LEAVE ACCRUAL WHILE EMPLOYEE IS ON PAID LEAVE

Leave continues to accrue while a Employee is on paid leave. Leave **does not** accrue during periods of leave without pay and unpaid suspension.

17.4 MAXIMUM CARRY-OVER OF ACCRUED ANNUAL LEAVE

The maximum amount of accrued unused Annual Leave that may be carried over from one calendar year to the next is indicated below:

Leave Program	Maximum Annual Leave Hours Carried over to Next Calendar Year
Annual Leave	480

If an Employee's accrued Annual Leave on the last pay period each December exceeds the maximum hours that may be carried over to the next calendar year, the Employee shall be paid for the excess hours in the Employee's paycheck for the last pay period in December. This payment for unused Annual Leave in excess of the maximum accrual rate allowed does not affect the twice-yearly leave cash-in.

17.5 USE OF ANNUAL LEAVE

- A. **Timing of Use.** Employees who accrue Annual Leave shall receive credit for leave accrued from the date of appointment. Leave shall be usable upon completion of at least three months of the probationary period following the date of hire.
- B. **Regular Use of Annual Leave.** Annual Leave may be used for any purpose. The Employee has the right to use accrued Annual Leave, but not the right to determine when it shall be used. The Employee may use any amount of accrued Annual Leave at the time desired, if it is not detrimental to departmental operations as determined by the Chief of Police. The longer the period of leave requested, the longer should be the advance notice to enable scheduling.
- C. **Recognized Holiday Occurring in Leave Period.** When an Employee uses Annual Leave or Sick Leave on a recognized holiday, their leave shall be reduced by eight (8) hours and be substituted with holiday pay.

17.6 ANNUAL LEAVE CASH-IN

- A. **Accrued Annual Leave Hours.** Upon successful completion of the probationary period, a regular full-time Employee may cash-in accrued Annual Leave hours twice in each calendar year, provided that the Employee retains a balance of at least 80 accrued Annual Leave hours. In addition to the two-leave cash-ins per year permitted above, cash in lieu of accrued Annual Leave may be obtained under emergency conditions when requested by the Employee in writing and approved in advance by the City Manager. "Emergency" as used in this section means a critical situation over which neither the Employee nor the Employer has control.
- B. **Separation and Leave.** The value of unused accrued Annual Leave will be paid in a lump sum to Employees upon separation from City service. Any unused accrued Annual Leave credited to a newly hired Employee who separates before the completion of the probationary period shall be forfeited.

- **Accrued Leave and Taxes.** Cash paid for accrued Annual Leave shall be subject to all taxation and contributions required of all payroll compensation.

17.7 REINSTATED EMPLOYEE LEAVE

Reinstated Employees hired within two (2) years after separation, who have successfully completed a probationary period in previous Employer service, shall be permitted to use accrued Annual Leave at any time after reinstatement.

17.8 ADMINISTRATIVE LEAVE

Administrative Leave is time off an Employee's regular work duties for reasons within the scope and purpose of these rules and regulations. Administrative Leave must be approved in advance by the Chief of Police, or the City Manager. An Employee on Administrative Leave shall be compensated for each day of leave on which the Employee would otherwise have been at work at the same rate as for the Employee's regular workday. Administrative Leave is separate and apart from other kinds of leave and shall not reduce an Employee's accrued annual or sick leave or other benefits. Time on Administrative Leave will count as "hours worked."

- A. **Administrative Leave for Jury or Witness Duty.** Employees will receive Administrative Leave when summoned for jury duty, when subpoenaed as a witness on behalf of the Employer, or when called as an expert on a matter of Employer concern or relating to a municipal function; provided that such an Employee must provide written proof of the subpoena or jury duty notice. Fees paid by the court (other than travel and subsistence allowances) will be turned in for deposit to the Employer, except that fees paid for court duty that occur on the Employee's normal non-work days may be retained by the Employee. Witness service for a purpose other than just described will be covered by Annual Leave, or leave without pay, and the Employee may retain any fees received in connection with such witness service.
- B. **Administrative Leave for Training.** Absence from an Employee's regular work duties, not to exceed 120 days, may be authorized to allow the Employee to complete advanced training programs providing the work situation permits a temporary absence without serious effect on the Employer's schedule of activities. Employees taking Administrative Leave for training may be required to sign an agreement, before the leave is granted, spelling out the Employee's obligations of repayment of the training costs. Such costs may include, but are not limited to, the fees paid by the Employer for tuition or enrollment, travel and lodging, meal allowances, and other expenses paid or reimbursed; and the Employee

will be subject to forfeiture of accumulated leave and salary in an amount sufficient to affect this repayment.

17.9 MILITARY LEAVE

- a. **Purpose and Policy.** The purpose of this policy is to provide for the administration of requirements of USERRA and Alaska law for Employees requesting a Military Leave of absence.
- b. **Eligibility for Military Leave of Absence.** Employees who serve in the uniformed services are entitled to a Military Leave of absence from their positions, subject to the limitations and restrictions set forth in federal and state laws and Employer policy.
 - i. **Covered Service Branches.** Uniformed Services includes the Army, Navy, Marine Corps, Air Force, Coast Guard, and the commissioned corps of the Public Health Service. This includes the Reserve components of these services and the Army National Guard and Air National Guard as well as persons who serve as Intermittent Disaster Response Appointees (IDRAs) of the National Disaster Medical System.
 - ii. **Uniformed Service.** Active duty, active duty for training, initial active-duty training, inactive duty training, full-time National Guard duty, absence from work for fitness for duty examinations, certain funeral honors duty, and attendance at the U.S. Military Academy (West Point), the U.S. Naval Academy, the U.S. Air Force Academy and the U.S. Coast Guard Academy all fall within the umbrella of uniformed service under USERRA.
 - iii. **Eligibility.** Individuals who are covered by the USERRA must meet the following conditions for reemployment:
 1. The service Employee must have been employed by the Employer in a full-time or part-time position. Temporary, emergency, and intern positions are not of a recurrent nature with reasonable expectation of continuation for a significant period of time and therefore would not qualify as an Employee for coverage under USERRA.
 2. The Employee (or an appropriate officer of the uniformed service) should provide their supervisor with as much advance notice of uniformed service as possible thirty (30) days. The notice should be in writing and include copies of Orders. Advance notice is not required in those rare cases where advance notice is precluded by military necessity or otherwise impossible or unreasonable.
 3. The length of uniformed service that causes the Employee's absence from their position may not exceed five years. Such

absences may be intermittent but cumulatively, may not exceed five years.

4. The Employee must have completed the period of service without having received a punitive or other than honorable discharge or having been dismissed or dropped from the rolls of the uniformed service.
5. The Employee must report back to their previous job in a timely manner or request reemployment within time limits established by law. See Article 17.9.F.
6. The reporting or application deadlines are extended for up to two (2) years for Employees who are hospitalized or convalescing because of a disability incurred or aggravated during the period of military service.

c. Paid Military Leave Entitlement

1. An Employee who is a member of a reserve or auxiliary component of the United States Armed Forces and the Uniformed Services is entitled to a leave of absence without loss of pay for that time during which the Employee is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction, or when under direct military control in the performance of a search and rescue mission. An Employee is entitled to 16.5 paid workdays of Military Leave per year (January 1 through December 31).
2. If an Employee is called to active duty by the governor, an Employee otherwise qualified under previous Section 1 is entitled to five (5) paid workdays of Military Leave per year (January 1 through December 31).

d. Unpaid Military Leave Entitlement

1. An Employee is entitled to leave without pay to serve in the Uniformed Services. The unpaid Military Leave entitlement is generally for the duration of the service, up to five (5) years. Employees on Military Leave will be placed on Military Leave Without Pay (LWOP) and not separated from employment. If the Employee does not return from service within five years, the Employee will be separated.
2. Affected Employees are not required to use annual leave in lieu of paid or unpaid Military Leave; however, they may elect to use accrued annual leave or earned compensatory time at their discretion.

e. Benefits During Military Leave Without Pay

1. **Leave.** Employees do not accrue leave when they are in a leave without pay status, but they will continue to earn Employer service credit as if they were actively employed.
2. **Health Insurance Benefits.** Employees on unpaid Military Leave will have health and life benefits maintained for the first thirty (30) days of Military Leave as if the Employee was actively employed. The Employee must continue to pay his or her portion of any benefit(s) premiums in order to keep the benefits active. For leave in excess of thirty (30) days the Employee may either waive insurance coverage or elect to continue health and life benefits for up to twenty-four (24) months, however the Employer will charge up to 100% of the full premium. If the Employee does not return to work at the end of the Military Leave, the Employee may be required to reimburse the Employer for the cost of the benefit premiums paid by the Employer for maintaining applicable coverage.

f. Reinstatement of Employment

1. Requests for reinstatement must be made to the Employer either orally or in writing. The request should state that the Employee is seeking reinstatement to his or her former position upon return from military service. In order to establish that the reemployment application is timely, the Employee did not exceed the five (5)-year service limitation, and that the Employee's separation from service was honorable, one of the following must be submitted with the application for reemployment:
 - i. Department of Defense Certificate of Release or Discharge from Active Duty;
 - ii. Duty orders prepared by the facility where the orders were fulfilled carrying an order of endorsement;
 - iii. Letter from the Employee's commanding officer or someone of comparable authority;
 - iv. Military training school certificate of completion;
 - v. Discharge certificate showing character of service with a copy of excerpts from payroll documents showing the periods of service; or
 - vi. Letter from the National Disaster Medical System team leader or administrative officer verifying dates and times of NDMS training of federal activation.
2. If the returning Employee is unable to provide satisfactory documentation because it is not readily available or does not exist, he or she will be reemployed. If, after reemployment, documentation

- becomes available indicating that one or more of the reemployment requirements were not satisfied, the Employee may be terminated.
3. An Employee returning from uniformed service who meets the criteria set forth in 17.9.B.iii shall be entitled to prompt reinstatement of employment.
 - a. **For periods of 1-30 Days of Service.** If the Employee's military service was less than thirty-one (31) days, the Employee must report for work no later than the next regularly scheduled workday following completion of service. This must also include the time reasonably required for safe transportation from the place of service to the Employee's residence, and a period of eight (8) hours (for rest). If reporting that next day is impossible or unreasonable because of factors beyond the Employee's control (like an accident on the return trip), the Employee is required to report for work as soon as reasonably possible thereafter. The Employee must also provide documentation that the separation from military service was not disqualifying as defined in 17.9(F)4 below.
 - b. **For Periods of 31 to 180 Days of Service.** If the period of service is greater than thirty (30) days but less than 181 days, the Employee must request reemployment within fourteen (14) days following completion of military service or "as soon as possible" if the failure to make timely application is through no fault of the returning Employee. The Employee must also provide documentation that the separation from military service was not disqualifying as defined in 17.9(F)4 below.
 - c. **For Periods of more than 180 Days of Service.** If the period of service is greater than 180 days, the Employee must request reemployment within 90 days following completion of military service or "as soon as possible" if the failure to make timely application is through no fault of the returning Employee. The Employee must also provide documentation that the separation from military service was not disqualifying as defined in 17.9(F)4 below.
 4. **Reinstatement rights are terminated if the service Employee is:**
 - a. Separated from uniformed service with a dishonorable or bad conduct discharge;
 - b. Separated from uniformed service under other than honorable conditions, as characterized by uniformed service regulations;
 - c. A commissioned officer dismissed in situations involving a court martial or by order of the president in time of war; or

- d. A commissioned officer who was absent without authority for at least three (3) months or imprisoned by a civilian court.

g. Effects on Leave, Pay, and Other Benefits

1. **Benefits:** Benefits earned through the passing of time shall, upon reemployment, be credited to the Employee as if he or she was regularly employed during the period of military service.
2. **Leave:** Leave does not accrue during unpaid Military Leave. Upon return to work the leave accrual rate is adjusted as though the Employee had been continuously in pay status.
3. **Merit Anniversary Date:** When an Employee incurs leave without pay due to military service, the Employee's review date and merit anniversary date is not advanced if it is determined that with reasonable certainty the Employee would have been granted the merit increase had it not been for the military service.
4. **Wage rate:** The Employee would be eligible for any across-the-board increase that may have been implemented in their absence.
5. **PERS:** Time spent on Military Leave (whether paid or unpaid) is not considered a break in employment for retirement benefit purposes. Upon reemployment, the Employee should contact the Human Resources Manager and the State of Alaska Retirement and Benefits Division regarding the Employee's options for PERS credits and contributions.
6. **Seniority:** The Employee accrues seniority as if he or she had been continuously employed.
7. **Training or retraining:** The returning Employee is entitled to the training or retraining that he or she would have received if continuously employed.

- h. Reemployment Rights of the Disabled Service Employee.** When Employees become disabled during military service and cannot perform duties of their previous positions, and reasonable accommodations are not possible without undue hardship to the Employer, efforts will be made to place them in the most closely comparable positions for which they qualify with no loss of seniority in accordance with the Americans with Disabilities Act.

- i. Probationary Period.** When a probationary Employee returns from Military Leave, the Employee's permanent status eligibility and merit anniversary dates will be advanced one (1) pay period for every accumulation of ten (10) days of leave without pay. Once the Employee successfully completes the probationary period, permanent status and the subsequent merit increase, if appropriate, shall be granted retroactive to the date the Employee would have been eligible had it not been for military service.
- j. Reinstatement of Health Insurance Coverage.** An Employee returning from service, and who meets the USERRA eligibility criteria, is entitled to immediate reinstatement of health and life insurance coverage upon reemployment. This applies to coverage for the Employee and for family Employees who would have been covered if the Employee had been continuously employed. This includes children born or adopted during the Employee's military-related absence from work. There must be no waiting period, and no exclusion of "pre-existing conditions" except for conditions that the U.S. Department of Veterans Affairs has determined to be service-connected.
- k. Prohibition Against Discrimination.** The City prohibits discrimination against individuals on the basis of past, present or future military obligations. This prohibition includes initial employment, reemployment, retention, promotion, or any benefits of employment.

17.10 HEALTH AND FAMILY LEAVE

A. Definitions. For the purposes of this Section the following definitions apply

- 1. "Child" means the Employee's biological, adopted or foster child, stepchild, or legal ward who is under 18 years of age, or who is 18 years of age or older and incapable of self-care because of mental or physical disability. Employees who have day-to-day responsibility to care for or financially support a child may also be entitled to leave.
- 2. "Eligible Employee" means a Employee who has been employed for at least 35 hours a week for at least six consecutive months, or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave; provided, however, that with respect to any benefits or provisions of the Section 17.10 that are mandated solely by the Family and Medical Leave Act (FMLA) of 1993 (P.L. 103-3) and not also by the Alaska Family Leave Act (AFLA), then "eligible Employee" shall mean an Employee who has been employed for at least 12

months and for at least 1,250 hours of service during the 12 consecutive months immediately preceding the leave.

3. "Health-care provider" includes but is not limited to a dentist licensed under AS 08.36, a physician licensed under AS 08.64, or a psychologist licensed under AS 08.86.
4. "Parent" means a biological or adoptive parent, foster parent, a parent-in-law, a step-parent. Under FMLA, a person who stood *in loco parentis* to the Employee when the Employee was a child may qualify as a parent.
5. "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an Employee.
6. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility or which requires continuing treatment or continuing supervision by a health-care provider.
7. "Spouse" means a husband or wife, as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage.

B. Leave Requirements

1. In General

- a. An eligible Employee is entitled to a maximum of 24 workweeks of leave during any 24-month period for a serious health condition of the Employee or the Employee's spouse, child, or parent, but no more than 18 workweeks in any 12-month period.
- b. An eligible Employee is entitled to 18 workweeks of family leave for pregnancy and birth of a child of the Employee, or the placement of a child (other than a stepchild of the Employee) with the Employee for adoption or foster care. The entitlement to leave for birth or placement of a child expires at the end of the 12-month period beginning on the date of such birth or placement.
- c. The Employer will grant an eligible Employee up to 12 workweeks of job-protected leave during any 12-month period for qualifying exigencies that arise when the Employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty. Alternatively, an Employee may take up to 26 weeks of unpaid, job-protected leave

in a single 12-month period to care for a covered service Employee with certain serious illnesses or injuries.

C. Leave Taken Intermittently or on a Reduced Leave Schedule

1. In General

- a. Leave for a birth or placement of a child may be taken intermittently, or on a reduced leave schedule, if the Employee and the City Manager agree in advance. Leave taken in order to care for the Employee's spouse, child, or parent, or because of the Employee's own health condition may be taken intermittently, or on a reduced leave schedule, when medically necessary. An Employee who takes leave intermittently, or on a reduced leave schedule, pursuant to this paragraph is entitled to the same total amount of leave as a Employee who takes all their leave at once.
- b. **Alternative position.** If an Employee requests intermittent leave or leave on a reduced leave schedule for planned medical treatment, the City Manager may require the Employee to transfer temporarily to an available alternative position for which the Employee is qualified, which has equivalent pay and benefits and which accommodates recurring periods of leave better than the regular position of the Employee. When the Employee no longer needs to continue on intermittent or reduced schedule leave, the Employee must be restored to the same or equivalent job as the job that the Employee left when the leave started.

D. Paid/Unpaid Leave

Leave authorized under Article 17.10 shall be charged first against such accrued paid leave as the Employee has available and then to leave without pay. If applicable, the three weeks of paid parental leave as outlined in Article 17.17 will be used prior to a Employee's own paid leave or leave without pay. When the Employee has both accrued Sick Leave and accrued Annual Leave available, and when the leave authorized under Article 17.10 is for a purpose that would otherwise entitle the Employee to use accrued Sick Leave under the standards in Article 17.19, then Article 17.10 leave shall be charged first against accrued Sick Leave, then against accrued Annual Leave and then to leave without pay. Nothing in this Article 17.10 shall be construed, however, as entitling an Employee to use Sick Leave because of an illness of or injury to a child, spouse or other family member or for any other purpose not specified by Article 17.19. An Employee requesting leave pursuant to 17.10 is eligible to apply for withdrawals from the Sick Leave Bank authorized by Article 17.19 and 17.21, if leave is requested because of a serious health condition of the Employee.

E. Foreseeable Leave

1. **Requirement of notice.** In any case in which the necessity for leave is foreseeable based on planned medical treatment or an expected birth or placement, the Employee shall provide not less than 30-day notice, before the date the leave is to begin, of the Employee's intention to take leave. If 30 days advance notice is not possible because the foreseeable situation has changed or the Employee does not know exactly when leave will be required, the Employee must provide notice of the need for leave as soon as possible and practical.
2. **Duty of Employee.** In any case in which the necessity for leave is foreseeable based on planned medical treatment, the Employee shall consult with his or her supervisor and/or the City Manager and make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer, subject to the approval of the treating health-care provider.

F. When Both Spouses are Employed by City

When both spouses are employed by the City, the rights of those Employees with respect to the amount, timing and coordination of leave authorized by Article 17.10 shall be no greater or more extensive than required by otherwise applicable state or federal law.

G. Certification

1. In General

- a. Unless a written waiver is obtained from the Employee's department director or, if the Employee is a department director, from the City Manager, a request for leave under Article 17.10(b) shall be accompanied by a certification issued by the patient's health-care provider.
- b. **Sufficient Certification.** Certification provided under Section (a) above shall be sufficient when approved by the Human Resources office. The Employee shall be provided a reasonable opportunity to correct any deficiencies in the certification.
- c. **Second Opinion.** If the Employer has reason to doubt the validity of a certification provided under Subsection (a) of this Section, the Employer may, at the Employer's option and expense, require a second opinion from a health-care provider designated by the Employer.

- d. **Resolution of Conflicting Opinions.** If second opinion differs from the opinion in the original certification, the Employer may, at the Employer's option and expense, require a third opinion from a health-care provider designated or approved jointly by the Employer and the Employee. The opinion of the third health-care provider is final.
- e. **Subsequent Recertification.** The Employer may require an Employee to provide recertification no more often than every 30 days or the duration noted in the operative certification, whichever is longer, during the Employee's use of Health and Family Leave; provided, the Employer may require recertification in less than 30 days if:
 - 1) the Employee requests an extension of Health and Family Leave,
 - 2) the circumstances described by the operative certification have changed significantly, or
 - 3) the Employer has received information that causes it to doubt the Employee's stated reason for the absence or the continuing validity of the operative certification.

H. Employment and Benefits Protection

1. Restoration to Position

a. In General

- 1) Any eligible Employee who takes leave for its intended purpose under Article 17.10 shall be entitled on return from such leave to be restored to the position of employment held by the Employee when leave commenced, or, at the Employer's option, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment.
- 2) **Retention of benefits.** The taking of leave under Article 17.10 shall not result in the loss of any employment benefits accrued before the date on which the leave commenced.
- 3) **Limitation.** Nothing in this Section shall be construed to entitle any restored Employee to the accrual of any seniority or employment benefits during any period of leave or any right, benefit, or position of employment other than any right, benefit, or position to which the Employee would have been entitled had the Employee not taken the leave.
- 4) **Certification.** As a prerequisite to restoration to the Employee's previous position or one equivalent to it, the Employer may require an Employee who has taken leave for the Employee's serious health condition to submit certification from the Employee's health-care provider that the Employee is able to resume work.

2. Maintenance of Health Benefits

- a. **Coverage.** During any period that an eligible Employee takes leave under Article 17.10, the City will maintain the group health benefits to which the Employee is otherwise entitled.
- b. **Failure to return from leave.** If an Employee fails to return from leave after the period to which the Employee is entitled has expired and the reason for not returning is other than (i) the continuation, recurrence, or onset of a serious health condition that entitles the Employee to leave under Article 17.10.b.1, or (ii) other circumstances beyond the control of the Employee, the Employer may take steps to recover the premiums paid for maintaining group health plan benefits during any period of unpaid leave. In this instance, the Employer reserves the right to require any and all such certification or recertification as may be authorized by law.

3. Intent and Interpretation

- a. Article 17.10 is intended merely to memorialize and interpret the requirements of the Family and Medical Leave Act of 1993 and the Alaska Family Leave Act. Therefore, nothing herein shall be construed or interpreted as granting to Employees greater or more extensive rights than they otherwise are accorded under the foregoing laws.
- b. There are differences in eligibility and benefits between the Alaska Family Leave Act and the Family and Medical Leave Act. For example, the Family and Medical Leave Act definition of "parent" is narrower than the Alaska Family Leave Act definition; Family and Medical Leave Act does not include parents-in-law. Alaska Family Leave Act is narrower than Family and Medical Leave Act in some respects. For example, Family and Medical Leave Act allows leave to care for a child for whom someone has day-to-day responsibilities (*in loco parentis*), but Alaska Family Leave Act does not. This policy incorporates both Family and Medical Leave Act and Alaska Family Leave Act for convenience. The Employee is entitled to the most generous benefit provided by any applicable source. When an Employee is eligible under both Acts, the entitlements run concurrently.

17.11 LEAVE WITHOUT PAY

- A. **Purpose and Conditions.** Leave without pay may be granted to an Employee upon recommendation of the department director and approval of the City Manager, and must be requested no later than two

weeks before the requested start of leave without pay. In unforeseen or unavoidable circumstances, leave without pay requests may be made as little as one working day before the requested start of leave. Each request for such leave shall be considered in light of the circumstances and the needs of the organization. Leave without pay shall not be granted until such time as all accrued Annual Leave has been exhausted, except when an Employee is absent and drawing workers compensation benefits, or when a Employee is on leave pursuant to Article 17.10. Other than when required under Article 17.10, not more than 60 calendar days leave without pay may be granted. No benefits other than health insurance will accrue while on leave without pay (See Article 17.10).

- B. **Education Leave Without Pay.** Leave without pay may be authorized to include time to complete formal undergraduate or advanced degree requirements. Employees who have demonstrated above average performance with the City for a minimum of two (2) years shall be considered for such leave, providing the work situation permits a temporary absence without serious effect upon the Employer's schedule of activities. A maximum of one year's absence for college work, or an equivalent thereof, may be granted. No benefits shall accrue while on education leave without pay.
- C. **Workers' Compensation Leave.** Workers' compensation payments shall be forwarded to the Employee (claimant) as full and just compensation for the period stated therein. During periods when an Employee is not working, the Employee may use leave only for the appropriate waiting period as determined by the insurance carrier, and to supplement their regular pay amount/rate while on Workers' Compensation. The Employee (claimant) will not receive any supplemental compensation from the Employer, other than the compensation for leave during the appropriate waiting period.

17.12 CHANGE OF ANNIVERSARY DATE BECAUSE OF LEAVE WITHOUT PAY

With the exception of Workers' Compensation Leave or Family and Medical Leave, if an Employee uses more than 30 calendar days total leave without pay during the leave year, the anniversary and length of service dates shall be advanced by the number of days such leave without pay exceeds 30 days.

17.13 UNAUTHORIZED LEAVE

Any absence not authorized and approved in accordance with provisions of these regulations shall be without pay for the period of absence and may be grounds for disciplinary action.

17.14 DONATION OF ANNUAL LEAVE

Upon successful completion of the probationary period, an Employee may donate accrued annual leave to another Employee, provided that the Employee retains a minimum balance of 80 accrued Annual Leave hours. The leave will be credited to the recipient based on the dollar value of the donation.

17.15 PURPOSE OF SICK LEAVE

The Employer provides Sick Leave to eligible Employees as a benefit to provide compensation during times of illness or injury. The decision to approve or disapprove requests for Sick Leave from eligible Employees may be made by the Chief of Police in consultation with the City Manager or Manager's designee and must be consistent with current federal and state laws and City policies.

17.16 SICK LEAVE ACCRUAL

Sick Leave accrues separately from Annual Leave at the rate of 4 hours per pay period but shall never exceed 720 accrued hours for regular full-time Employees. Sick Leave accrued, but not used, shall remain credited to the Employee until separation from employment with the Employer. An Employee forfeits remaining Sick Leave upon employment being discontinued. Sick Leave has no monetary value once employment is discontinued. Annual Leave may always be used as Sick Leave when the Employee's Sick Leave account balance is zero.

17.17 PARENTAL LEAVE

Employees leave for purposes of childbirth and/or adoption shall be consistent with the Federal FMLA and the AFLA. All Employees covered under this Agreement are entitled to paid parental leave upon birth and/or adoption of a child(s). Parental leave shall be used during the first 12 months of a birth or adoption. Employees are eligible for up to three (3) weeks of parental leave compensated at the Employee's regular rate of pay. If eligible for Family Leave Acts, the three (3) paid weeks of parental leave will run concurrently and be considered paid leave under the designated leave.

17.18 USE OF LEAVE DURING PROBATIONARY PERIOD

Employees accrue and may use Sick Leave during the probationary period. Probationary Employees must use all accrued Sick Leave hours before taking accrued Annual Leave, if accrued Annual Leave is necessary to cover an approved absence consistent with the provisions of this section.

17.19 USE OF SICK LEAVE

- A. **Sick Leave.** An Employee may use accrued Annual Leave or Sick Leave when sick or injured and unable to report for duty at the Employees regular or scheduled time. Accrued sick leave shall also be granted for medical, dental, or optical examinations or treatment. Except in an emergency when an Employee is unable to submit an electronic leave request form in advance, an Employee shall submit a leave request for approval before the appointment. Employees shall make every effort to make appointments at hours that will result in the least possible disruption to the Employer and work schedules. Leave taken for such an appointment should not exceed the time necessary for examination or treatment. Employees are expected to return to work upon completion of such appointments. Exception may be made at the Chief of Police's discretion.

- B. **Illness of Spouse or Dependent Children.** Sick Leave may be used to care for a sick or injured spouse, dependent child, or a resident of the household for which the Employee is responsible. Employees who qualify for and are placed on approved Family and Medical Leave may use Sick Leave to attend a seriously ill or injured family Employee in accordance with Article 17.10.

- C. **Imminent Death or Death in Immediate Family.** In the event of death or the imminent death in an Employee's immediate family, accrued Sick Leave may be used as follows:
 - a. Up to seven (7) days for Employees traveling outside of the Kodiak Archipelago per immediate family member; or
 - b. Up to five (5) days within the Kodiak Archipelago per immediate family member.

- D. **Requiring the Use of Sick Leave.** When a Employee's health care provider limits the Employee to light duty, and no such light duty is available, the Employee may be placed on Sick Leave even if the Employee refuses.

17.20 BEREAVEMENT LEAVE

In the event of death in an Employee's immediate family, up to five (5) consecutive days of non-accumulative paid leave days, not to exceed 40 total hours, may be

allowed for an absence by an Employee. In cases of travel outside the Kodiak Archipelago, an additional two (2) consecutive days of non-accumulative paid leave, not to exceed 16 additional hours, may be allowed.

17.21 REPORTING AND REQUESTING LEAVE FOR ILLNESS OR INJURY

- A. An Employee who is unable to report to work because of illness or injury shall notify their immediate supervisor, or if not available the department director no later than one hour before the start of the Employee's assigned shift. If the Employer has been properly notified, the Employee will be placed on sick leave by submitting a completed Sick Leave request.
- B. The Employee is expected to provide the supervisor or department director as much information as possible as to the reason and length of time he/she expects to be absent from work to allow the Employer to staff for the absence.
- C. If an Employee fails to provide the required notice of absence due to illness or injury, the Employee will be on unauthorized leave status until the Employee contacts the supervisor or department director with the required information. An Employee who fails to report to work and does not contact the Employer for three consecutive days is considered to have resigned the job through "abandonment".
- D. The Employer may require a certification from an Employee's health care provider for an absence of five or more consecutive work days or as a result of excessive absence. Employees who qualify for Family and Medical Leave or leave resulting from Worker's Compensation injury must provide any additional medical information required by the Employer.
- E. Employees absent for illness or injury are expected to use Sick Leave if available. Employees must use Annual Leave if they do not have enough Sick Leave accrued. If neither Sick Leave nor Annual Leave is available, Employees will be on leave without pay. Leave without pay must be approved by the City Manager or Manager's designee.

17.22 SICK LEAVE BANK

- a. **Administration of Bank.** The Sick Leave Bank shall be administered by the City Manager or designee. The Sick Leave Bank is an Employee benefit intended to be used in cases of catastrophic or unusually lengthy illnesses.

- b. **Enrollment and Mandatory Contributions.** All regular classified Employees who have completed at least three months of employment shall be eligible to enroll in the Sick Leave Bank. Each Employee enrolling in the Bank shall donate sixteen hours leave to the Bank upon enrollment. Thereafter, no more days will be added to the Bank until it is depleted to 300 days, except for the initial contribution of new participants within 30 days after eligibility, at which time participating Employees will be required to donate eight hours to rebuild the Bank. Open enrollment will be in January.
 - c. **Additional (Voluntary) Contributions.** If the Bank becomes totally depleted, each Employee enrolled in the Bank may, but shall not be required to, donate up to a maximum of sixteen hours leave per year.
 - d. **Withdrawal from Membership.** An Employee may withdraw from Membership in the Bank at any time. An Employee withdrawing from Membership in the Bank shall not be entitled to withdraw the contributed hours.
 - e. **Requests for Additional Sick Leave from Bank.** An Employee enrolled in the Sick Leave Bank who is faced with an extended major illness or incapacity of their own that is not covered by Worker's Compensation benefits may request additional Sick Leave from the Bank by submitting an application to the City Manager including at least the following:
 - 1. A physician's statement briefly describing the nature of the Employee's illness or incapacity, and including an estimate of the date when the Employee will be able to return to work;
 - 2. The date when the Employee's accrued Annual and Sick leave was, or is expected to be, fully expended;
 - 3. The number of days of Sick Leave withdrawn from the Sick Leave Bank and applied to the benefit of the Employee within the immediately preceding twelve months; and
 - 4. The number of days of additional Sick Leave the Employee seeks from the Sick Leave Bank;
- Upon verification of the information on the application, the City Manager will decide whether to grant the request.
- f. **Number of Available Sick Leave Bank Days.** The number of Sick Leave Bank days available to an Employee shall be equal to twice the number of days of Annual or Sick Leave accumulated by that Employee on the first day of month in which the request is received.

- g. **Maximum Withdrawal of Sick Leave Bank Days.** In no event shall an Employee be granted more than 18 weeks of additional Sick Leave from the Sick Leave Bank during any period of twelve consecutive months, and in no event shall any Sick Leave be withdrawn from the Bank and applied to the benefit of an Employee so long as the Employee has available any accrued Annual or Sick Leave.
- h. **Replacement of Sick Leave.** An Employee who is granted additional days of Sick Leave from the Sick Leave Bank shall not be required to replace the days used, except as a regular contributing member of the Bank.
- i. **Eligibility.** Only Employees enrolled in the Sick Leave Bank are entitled to Sick Leave from the Bank.

17.23 ASSOCIATION LEAVE AND ASSOCIATION LEAVE BANK

- A. **Purpose:** There is hereby created an Association Leave Bank for the purposes of:
 - 1) No Employee may receive payment from the Association Leave Bank unless such payment has been authorized by the Association. Association business includes collective bargaining, grievance and arbitration proceedings, representation of Employees, meeting with management, training, and Association meetings.
 - 2) The City shall have no obligation to pay Employees for time spent on Association business unless payment can be made from amounts in the Association Leave Bank.
- B. **Employees Contributions:** Upon completing their probationary periods, all new Employees covered by this Agreement shall contribute four (4) hours of their accrued Annual Leave to the Association Leave Bank. Upon request from the Association's Executive Director or Local President, each Employee covered by this Agreement shall also contribute from up to (8) hours of Annual Leave to the Association Leave Bank upon depletion of leave bank hours. No more than two (2) requests may be made during any calendar year. The contributions are mandatory and shall be made without other authorization from the Employee. Upon receiving the request from the Local President, the Employer shall transfer the number of hours from each Employee's accrued leave.
- C. **Leave Bank:** Employees receiving payments from the Association Leave Bank will be paid at their regular rate of pay multiplied by the number of hours and fractions thereof on Association business.

- D. **Non-refundable:** Contributions to the Association Leave Bank balance are not refundable to any Employee. The balance in the Association Leave Bank is not transferable to successor bargaining agents and has no value upon decertification of the Association.
- E. **Request for Leave:** Requests for Association Leave shall be made to the Chief of Police through the Association Executive Director or the President of the Police Department Employee's Association. The Chief of Police shall not unreasonably deny such requests. Excluding time spent in collective bargaining with the Employer, grievance and arbitration proceedings with the Employer, and representation of Employees at meetings with Employer management, no Employee other than an elected Association official, may receive more than five (5) days of Association Leave nor more than two (2) Association leaves per year.
- F. **Indemnification:** The Association shall indemnify, defend, and hold harmless the Employer, its agents, insurers, and non-bargaining unit Employees from any claim, grievance, arbitration, or cause of action arising from or related to the Association Leave Bank, mandatory contributions to it, or payments made from it.

ARTICLE 18

HOLIDAYS

18.1 RECOGNIZED CITY HOLIDAYS

The following days shall be recognized as holidays with 8 hours of holiday pay for all Employees in regular full-time positions who are employed by the Employer the day before and the day after the following such days:

- January 1, New Year's Day
- January (3rd Monday), Martin Luther King Jr.'s Birthday
- February (3rd Monday), Presidents' Day
- March (last Monday), Seward's Day
- May (last Monday), Memorial Day
- June 19, Juneteenth
- July 4, Independence Day
- September (1st Monday), Labor Day
- October 18, Alaska Day
- November 11, Veterans Day
- November (4th Thursday), Thanksgiving Day
- November (4th Friday), day after Thanksgiving
- December 25, Christmas Day

18.2 HOLIDAY FALLING ON A SATURDAY OR SUNDAY

When a recognized holiday falls on a Saturday, the preceding Friday shall be recognized in lieu thereof, and treated as a holiday with respect to overtime computation and holiday pay. When a recognized holiday falls on a Sunday, the Monday following shall be recognized in lieu thereof, and treated as a holiday with respect to overtime computation and holiday pay.

18.3 HOLIDAY DURING LEAVE

A recognized City holiday that occurs during an Employee's paid leave shall not be counted as a day of leave.

18.4 HOLIDAY IN RELATION TO LEAVE WITHOUT PAY

An Employee shall not receive holiday pay for a holiday that occurs immediately preceding or immediately following a full working day of leave without pay.

18.5 HOLIDAY WHILE ON DUTY

Employees who are on duty during the holiday will be paid 1.5 times their normal pay rate for hours worked on that day.

ARTICLE 19

INSURANCE, MEDICAL AND RETIREMENT BENEFITS

19.1 Group Life Insurance

The Employer will pay all Employer group life insurance premiums for its regular Employees working thirty (30) or more hours per week.

19.2 Group Health Insurance

The Employer values its Employees and believes it is important to provide reasonable health insurance coverage to those Employees, while also balancing the increasing costs of providing that coverage. The Employer will pay Employer group health insurance premiums for its regular Employees working thirty (30) or more hours per week at the coverage costs in effect July 1, each year if provided for in the adopted budget. If there is a proposed increase to the Employee portion of the health care cost the Employer and Association agree to meet and confer and bargain about increases.

19.3 Retirement

All Employees covered by this agreement shall participate in the Alaska Public Employees Retirement System. Participating Employees shall pay the Employee's share of the Alaska Public Employees Retirement System costs. The Employee's contribution shall be paid by means of a payroll deduction. The Employer shall pay the Employer's payment as mandated by the Alaska Public Employees Retirement System.

ARTICLE 20

COMPENSATION

20.1 Pay SCALE, COLA, Step Increases

- A. Employees who are attending the academy are exempt from Appendix A and shall reference Article 20.9 for academy training wage while attending Academy training.
- B. The pay scale “Appendix A” Chart 1 shall apply to all Employees.
 - 1. Effective July 1, 2024, the current pay scale, Appendix A Chart 1, shall be increased across the board by seven percent (7%). This revised chart will be reflected in Appendix A as Chart 2.
 - 2. Effective on July 1, 2025, the pay scale, Appendix A Chart 2 shall be increased across the board by five percent (5%). This revised chart will be reflected in Appendix A as Chart 3.
 - 3. Employees shall receive a “Step Increase” on the anniversary of their date of hire, promotion, or demotion, and upon an overall “satisfactory” or better performance evaluation until they reach the final step of the relevant grade.
 - 4. New Employees shall be placed at Step 1 of the pay scale, except as provided in Section 20.1.C and 20.1.D.

C. New Police Officers

- 1. If hired with no training or experience new police officers will be hired at step 1. If the new applicant possesses a bachelor’s or master’s degree they may be hired at step 2 or step 3, at the discretion of the Chief of Police with City Manager approval.
- 2. An APSC Certified police officer hired from another jurisdiction with prior experience and a basic APSC certification, may be hired at a pay rate above step 1 through step 5. This determination will be made by the Chief of Police, subject to approval by the City Manager. The pay rate shall be disclosed in a conditional offer of employment letter to the police officer applicant.

D. Other newly hired Employees

1. If hired with no training or experience, newly hired Employees (non-sworn) will be hired at step 1. If the new applicant possesses a bachelor's or master's degree they may be hired at step 2 or step 3, at the discretion of the Chief of Police with City Manager approval. If the newly hired Employee has applicable experience and/or certifications specific to the job they were hired to fill, they may be placed at a pay rate above step 1 through step 3. This determination will be made by the Chief of Police, subject to approval by the City Manager. The pay rate shall be disclosed in a conditional offer of employment to the applicant.

E. Pay Rate Adjustments

1. **Promotion.** A promotion occurs when an Employee assumes a new position with greater responsibilities than the Employee previously had and which is compensated at a higher pay grade. When an Employee is promoted from one position to another, the Employee shall be assigned to the grade appropriate to the new position and shall maintain their step from the prior position. Probationary status in the new promoted position will be as outlined in Article 12. The anniversary date shall change to the effective date of promotion.
2. **Demotion and Demotion for Cause.** When an Employee accepts a voluntary demotion or is demoted for cause, the Employee shall be assigned to the grade appropriate to the new position and shall maintain their step from the prior position. Probationary status in the new position will be as outlined in Article 12. The anniversary date shall change to the effective date of the demotion.

20.2 Overtime

- A. Employees who work eighty-six hours (86) in a fourteen (14) day FLSA period: An Employee working a twelve-hour (12) shift, all hours worked in excess of 86 hours, excluding those hours already paid at the overtime rate, during a pay period shall be paid at the rate of 1.5 times (one and one-half times) the Employee's regular hourly rate of pay.
- B. Employees who work forty hours (40) in a seven (7) day FLSA period: An Employee working an eight (8) or ten (10) hour workday (or twelve (12) hours in the case of dispatchers) and a forty (40) hour workweek all hours worked in excess of forty (40) hours in a workweek excluding those

hours already paid at the overtime rate, shall be paid at the rate of 1.5 times (one and one-half times) the Employee's regular rate of pay.

- C. Overtime rate of pay is one and one half (1.5) times an Employee's regular rate of pay. Pursuant to the FLSA, the regular rate includes all premiums, incentives, and shift differential an Employee is receiving during the overtime in question.
- D. Employees shall not work overtime without supervisory approval, unless no supervisor is on duty and Employees are arranging for necessary shift coverage. 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.

20.3 Shift Differential

- A. Any scheduled twelve (12) hour shift beginning between 6:00 a.m. and 6:00 p.m. shall be considered the day shift and no premium pay is due under this section.
- B. Any scheduled twelve (12) hour shift beginning between 6:00 p.m. and 6:00 a.m. shall be considered the night shift and Employees who are assigned shall receive a shift differential premium of an additional five percent (5%) added to their base rate of pay.
- C. Any scheduled eight (8) to ten (10) hour shift shall reflect the following shift differential increase:
 - 1. Day shift (beginning 8:00 a.m. - 4:00 p.m.) - no shift differential
 - 2. Swing shift (beginning 4:01 p.m. - 12:00 a.m.) - their base rate of pay plus shift differential of four percent (4%)
 - 3. Grave shift (beginning 12:01 a.m. - 8:00 a.m.) - their base rate of pay plus shift differential of six percent (6%)
 - 4. Shift differential, special pay merits, and all other premium pay shall apply only to hours actually worked.

20.4 Special Pay Merits

- A. An Employee assigned, in writing by the Chief, or designee, to conduct Field Training Officer (FTO) training, shall receive a five percent (5%) increase while working the FTO duties.
- B. An Employee assigned in writing by the Chief, or designee, to Officer-In Charge (Patrol/Corrections) or Dispatcher-In Charge and is acting in a supervisory capacity shall receive five percent (5%) increase while working in the temporary assignment.

20.5 Education/Certificate Incentive

- A. An Employee holding a bachelor's degree, or an Intermediate Police Certificate issued by the Alaska Police Standards Council, shall receive a two (2) step increase placement on Appendix A in pay unless the Employee is already at the maximum step in the corresponding grade. This pay shall not apply twice. The two (2) step increase for either a bachelor's degree or an Intermediate Police Certificate will be made only one time. For example, if an Employee possesses a bachelor's degree, they will receive a two-step increase. If the same Employee subsequently receives an Intermediate Police Certificate, the Employee will not receive a second step placement if an Employee has already received an increase due to possession of a bachelor's degree or Intermediate Police Certificate.
- B. In addition to A above, an Employee holding a master's degree, or an Advanced Police Certificate issued by the Alaska Police Standards Council, shall receive a two (2) step increase placement on Appendix A in pay unless the Employee is already at the maximum step in the corresponding grade. This pay shall not apply if an Employee has already received an increase due to possession of a master's degree or Advanced Police Certificate. This pay shall be in addition to step increases that were given for a bachelor's or Intermediate certificate.

20.6 Relocation Stipend for New Employees

Whenever a newly hired Employee is required to relocate to Kodiak Island for the purpose of accepting employment with the Employer, the Employee may be eligible for a relocation stipend consistent with the conditions set forth.

- A. The Employee must be appointed to a position or salary grade for which the City Manager certifies that such expenditure is necessary to recruit qualified Employees.

- B. The allowable Employee relocation stipend will be a lump sum payment amount of \$5,000.
- C. The relocation stipend will be processed through payroll during the first month of employment and shall be subject to all required taxation.
- D. A signed relocation stipend reimbursement agreement will be required before a relocation stipend is paid.
- E. Full reimbursement of the relocation stipend will be required if an Employee voluntarily ends employment within twelve (12) months of their start date of employment.

20.7 Retention Bonus

To encourage long term, continuous employment with the Employer, on a regular full-time Employee's three (3) year anniversary of continuous employment, the Employee will receive a \$3,000 bonus; on the five (5) year anniversary, the Employee will receive a \$5,000 bonus; on the Employee's ten (10) year anniversary, the Employee will receive a \$6,000 bonus; on the Employee's fifteen (15) year anniversary, the Employee will receive a \$8,000 bonus; and on the Employee's twenty (20) year anniversary, the Employee will receive a \$10,000 bonus.

20.8 Call Back/Court Time/Standby

- A. If an Employee is called back at the direction of the Chief of Police or designee (dons their uniform and responds) outside of their regular work schedule, they shall receive pay for all hours actually worked with a minimum of two (2) hours pay subject to the overtime considerations outlined in Article 20.2. In other words, the two hours will count as "time worked."
- B. An Employee who is scheduled for a work-related reason to appear in court or to testify in a court proceeding during the Employee's non-regular duty hours shall be paid for all hours worked with a minimum payment of two (2) hours pay subject to the same overtime considerations in Article 20.2.
- C. 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, the Employee will be compensated for two hours at their regular rate of pay for standby time periods of twenty-four (24)

hours or less. Standby duty is not credited to an Employee for purposes of determining overtime eligibility and is not considered time worked.

- D. **Compensation for telephone calls while off duty.** When an Employee receives telephone call(s) during off-duty hours about an official matter, the time spent answering the call should be reported by fifteen (15) minute intervals. Compensation will be at regular pay or overtime depending on considerations in Article 20.2. Multiple calls during the same fifteen (15) minute intervals should be counted as one call.

20.9 Alaska Police Standard Council (APSC) Certification

The Employer agrees to pay for academy training required for basic APSC certification for police officers; these trainees shall be subject to a training pay rate. The rate will be paid as follows: Employees receiving basic training at the Public Safety Training Academy will be on duty for exactly twelve (12) hours per day, seven (7) days a week. They will be paid a training wage equal to the Alaska minimum wage plus one dollar (\$1) per hour. Overtime will be calculated at 1.5 times (one and one-half times) this training wage, for any hours worked over eighty-six (86) hours in a fourteen (14) day FLSA period. If voluntarily ending employment within twenty-four (24) months after completing the Academy training the Employee is responsible for all Employer costs associated with the Academy training.

Employees agree that they shall be responsible for retaining the necessary Alaska Police Standards Council (APSC) certifications to perform the duties of their positions. The City may pay for such certifications obtained while the Employees are employed by the City. If a new licensing or certification provision is imposed by statute or regulation on current Employees, the City shall pay for the required license/certification fee, provided the Employee obtains the license or certification prior to the deadline established by statute or regulation.

20.10 Fitness Incentive

To promote physical fitness within the department, Employees shall be allowed one (1) hour while on shift to exercise on Police Department property (ex: gym, back parking lot when weather permits). Before an Employee is allowed to exercise on shift, minimum staffing for the Employees' respective division must be able to be maintained during the Employees' exercise time.

20.11 Employee Development

- A. 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 Employees scheduled and approved leave.

- B. An Employee who wants to attend a training course, seminar, or workshop agrees to seek preapproval from the Employer prior to registering or making arrangements to attend. Depending on the Department's budget and scheduling considerations, the Employer may approve the request and make the arrangements.
- C. An Employee attending training who does or does not successfully complete an approved training may be responsible for the costs associated with the course as described below:
 - 1. In the event the Employee attends a training scheduled to last more than seven (7) days, not including travel if applicable, the Employee will reimburse the Employer for such training if the Employee voluntarily leaves employment before completing twelve (12) months of work beyond the last day of the training.
 - 2. Prior to attending training which may require repayment, the Employee and Employer shall review the costs of such training and the Employee's responsibilities for repayment. If agreeable, the Employee and Employer shall sign a training reimbursement agreement setting forth the costs and repayment schedule before attending the training.
 - 3. Repayment may not be required, even if a signed agreement exists, on the following circumstances:
 - a. The Employee was terminated from employment for reasons that are not associated with the training;
 - b. The Employee separates from employment due to serious injury or illness, or the separation is due to a relocation of the Employee's spouse due to military orders requiring relocation of the spouse; or
 - c. The training does not happen, or the Employee cannot attend the training due to circumstances outside of their control.
 - 4. 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.

20.12 Paydays

Paydays shall be on a bi-weekly basis. All Employees will be required to be enrolled in direct deposit.

ARTICLE 21

PERSONNEL POLICIES, FILES AND OPERATING PROCEDURES MANUAL

21.1 Personnel Rules and Regulations

- A. In the event a change is proposed by the Employer to a Personnel Policy specifically set forth in this Agreement, a copy of that change will be provided to the Association when they are submitted to the City Council. In the event the change in a Personnel Policy affects a mandatory subject of bargaining, the Employer and the Association agree to meet to negotiate/bargain the decision and/or impact of such policy change prior to its implementation.

- B. To the extent there is a conflict between a Personnel Policy and this Collective Bargaining Agreement, the Collective Bargaining Agreement will govern. The Association acknowledges the Personnel Rules & Regulations (PR&R), as adopted by Ordinance, contain many rules of a general, administrative nature that are intended to apply City-wide to all Employees. In addition, the parties recognize the following specific policies as incorporated into the Collective Bargaining Agreement that follow in this Article.

21.2 Nepotism

No person may be employed in a position directly supervised by an immediate family member, by someone who shares the Employee's household, or by someone with whom the Employee is in a romantic relationship. If such supervision occurs, the Employee or the affected supervisor may be assigned, reassigned and/or transferred to a different shift and/or schedule at the discretion of the Chief of Police. If such reassignment is not possible, the Chief of Police shall consider demoting the supervisor. Assignments, reassignments, transfers and/or demotion in rank made to comply with this section are at the discretion of the Chief of Police. Immediate family member is defined as persons related to an Employee by blood or marriage, or legal adoption as follows: spouse, father, mother, grandfather, grandmother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any person for whose financial or physical care the Employee is principally responsible.

21.3 Personal Business

An Employee shall conduct personal business outside the Employee's work hours. Personal calls during the Employee's work hours are discouraged. Meal periods and leave are available for an Employee to use for personal business (ie personal calls, smoke break, etc.).

21.4 Electronic Communications Policy

Internet access, E-mail use, computers and computer software, telephones, voice mail, fax machines, televisions, photocopiers, and all other equipment owned or leased by the Employer (referred to in this policy as "such items") are provided to Employees for work-related purposes only. **Employees have no privacy interests in the use of such items.** Instead, such items are provided solely for use in work-related transactions or work-related communications for, or on behalf of, the Employer.

While such items are provided for the conduct of Employer business, it is understood that they may be used occasionally for personal use as well. Reasonable personal use is not prohibited, so long as it does not interfere with Employees' performance of their job responsibilities.

Employees will pay \$.05 for personal copies made when twenty (20) or more copies are made and will pay all charges for personal long-distance telephone and fax charges. Use of personal cell phones during working hours will fall under reasonable personal use. Any questions regarding what constitutes reasonable personal use should be directed to the City Manager.

Notwithstanding the above provision regarding the use of such items for reasonable personal use, Employees shall not at any time communicate anything that might be construed as discrimination or harassment, or offensive to others based on race, color, marital or veteran status, sex, disability, age, religion, national origin, or other legally protected status, by means of such items. Employees shall not at any time watch sexually explicit images on Employer owned televisions. Employees shall not use such items at any time to solicit business for a venture not related to City employment or for other personal gain. Employees shall not at any time use such items for illegal activities, solicitation, or to promote their religious or political beliefs. Finally, Employees shall not access such items from home at any time to communicate personal or private matters, for discrimination or harassment, for a venture not related to work or for other personal gain, for illegal activities, solicitation or to promote religious or political beliefs.

Employees must exercise special care in handling privileged, proprietary, confidential, or copyrighted information and communications. Any dissemination of such materials must be limited to persons with a legal right to access them.

Due to the Employer's limited network and storage capacity, Employees may not download any programs, graphics, video, or audio to the network unless it is necessary for Employer business purposes. Employees may install business related software on a non-network drive of an Employer owned computer. Software may be required to be removed if it creates operational problems. All traffic to and from the Internet must travel through the Employer's approved Internet gateway in order to assure maximum security, virus protection, monitoring, and system management capabilities. Employees may be provided an Internet E-mail account upon completion of Internet E-mail training.

21.5 Drug-Free and Alcohol-Free Policy

The PSEA Collective Bargaining Agreement adopts the City of Kodiak's PR&R Chapter 19 "General Alcohol and Drug Testing" Adopted March 16, 2022.

21.6 Outside Employment

No Employee shall engage in any outside employment, whether public, private, or self-employment, during scheduled work hours, nor outside scheduled work hours if such employment conflicts with the Employer's interests or adversely affects the Employee's availability and usefulness. Management personnel are responsible for informing all Employees under their supervision of the provisions of this Section and for enforcing it.

For the guidance of all management personnel and Employees, the following types of outside employment are considered contrary to the Employer's interests and deemed to adversely affect the availability and usefulness of Employees:

- a. Preparing financial reports subject to Employer auditor review;
- b. For department or division directors, or comparable level positions, serving as an officer or director of any union or association of City Employees. This provision shall not apply to any Employee holding such office at the time of adoption of this provision in 2024;
- c. Actively participating in management of any business organization that obtains, or is attempting to obtain, funds or business from the Employer; or
- d. Other employment that could involve the use of data or information to which access is provided by Employer employment.

In administering this Section, all management personnel shall encourage their Employees to obtain informal clearance from the City Manager, or designee, before accepting outside employment.

21.7 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 Director any offer, promise or suggestion that such a gift be made. This prohibition does not apply to the giving of ceremonial gifts of nominal value or gifts received from an Employee's family or ordinary circle of friends when not offered for an actual or perceived corrupt purpose.

21.8 Violence-Free Workplace

All Employees covered by this Agreement shall be expected to comply with all Federal, State, and City regulations/laws and the Personnel Rules and Regulations (PR&R) Addendum B.

ARTICLE 22

SUPPLEMENTAL AGREEMENT AND LETTERS OF AGREEMENT (LOA)

22.1 Supplemental Agreement

This Agreement may be amended by supplemental agreements, provided that both parties concur. Subjects relating to maintenance of contract provisions may be negotiated under this clause provided both parties agree.

Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate and of the specific subjects it wishes to negotiate. Supplemental agreements thus completed will be signed by responsible Employer and Association representatives, unless otherwise agreed to in writing by both parties, supplemental agreements shall remain in effect for the duration of the Agreement.

22.2 Letters of Agreements (LOA)

Nothing in this Agreement precludes the parties from amending this Agreement by written mutual consent of the parties at any time.

ARTICLE 23

SAVINGS AND SUBORDINATION CLAUSE

23.1 Violations

If an article or part of an article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the Employer and the Association, to be in violation of any federal, state, or local law, or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of this Agreement shall not be affected.

23.2 Replacement

If a determination or decision is made pursuant to Article 23.1 of this Article that part of this Agreement is in violation of federal, state or local law, the parties to this Agreement shall convene within a reasonable time for the purpose of negotiating a satisfactory replacement.

23.3 Federal Regulations

Should this Agreement or any section or article be found in violation of federal regulations where compliance is required for receipt of federal funds, the Employer and the Association agree to convene within a reasonable time and renegotiate the section or article to comply with such regulations.

The Employer and the Association 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.

ARTICLE 24

SUPERSEDING EFFECT OF THIS AGREEMENT

If there is any conflict between the terms of this Agreement, City of Kodiak Personnel Rules and Regulations (PR&R), memoranda, Standard Operating Procedures (SOP's) or other directives, the terms of this Agreement shall, in all cases, be controlling. Except if there is a conflict between this Agreement and Kodiak City Code 2.08.190 governing collective bargaining the provisions of that Chapter will control.

ARTICLE 25

(Article Intentionally left blank)

ARTICLE 26

CONDITIONS NOT SPECIFICALLY COVERED

In the event of any enactment by any Federal, State or local Legislative body or regulatory agency which creates conditions not specifically covered by this Agreement, the parties agree to confer immediately for the purpose of arriving at a mutual satisfactory supplement covering such action, such supplement shall become part of this agreement.

ARTICLE 27

DURATION OF THIS AGREEMENT

This Agreement shall become effective upon ratification by the union Membership and approval by the City Council and remains in full force and effect through June 30, 2026. This contract shall be re-opened for successor negotiations no later than April 1st of the expiration year by written notice to the City Manager by the Association. The parties will meet to negotiate a successor contract at a mutually reasonable time after January 1 of the year in which the Agreement will expire, unless otherwise mutually agreed. Nothing herein precludes the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.

In the event this Agreement expires during the course of successor negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until a successor agreement is negotiated and executed.

ARTICLE 28

COMPLETE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

All Kodiak City Code sections referenced in this agreement shall be defined as the code in effect at the time this agreement is signed by the parties. The Employer agrees to meet with the Association over the decision and/or the effects of any proposed changes to the code on this agreement.


For all matters not expressly addressed in this Agreement, the Kodiak City Code or Management Rights shall control.

City of Kodiak

Public Safety Employees Association



Josie Balnke
Acting City Manager



Charisse Millett
Executive Director

7/1/2024
Date

7/1/24
Date

Appendix A - Salary Schedules