

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2021-17

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO SIGN A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF UNALASKA AND THE PUBLIC SAFETY EMPLOYEES ASSOCIATION FOR REPRESENTED EMPLOYEES.

WHEREAS, the City Council of the City of Unalaska, Alaska is required to approve all collective bargaining agreements; and

WHEREAS, the City Manager negotiated a collective bargaining agreement with the Public Safety Employees Association for the represented employees.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to sign the collective bargaining agreement between the City of Unalaska and the Public Safety Employees Association.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 25, 2021.



Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:



Marjie Veeder, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: J. R. Pearson, Assistant City Manager
Through: Erin Reinders, City Manager
Date: May 25, 2021
Re: Resolution 2021-17 Authorizing the City Manager to Sign a Collective Bargaining Agreement Between the City of Unalaska and the Public Safety Employees Association for Represented Employees

SUMMARY: On March 9, 2021, City Council met with staff in Executive Session for a pre-negotiations meeting to discuss the upcoming CBA negotiations. Following CBA negotiations the week of April 5th, 2021, the tentative agreement between the Public Safety Employees Association (PSEA) and the City was brought before Council on April 12, 2021 in Executive Session for discussion. Following Council's direction, staff discussed Council's requests with PSEA and an updated draft tentative agreement was brought before Council in Executive Session on April 20, 2021 and then again on April 27, 2021. The PSEA Collective Bargaining Agreement (CBA) was ratified by PSEA members on May 7, 2021. Staff recommends approval.

PREVIOUS COUNCIL ACTION: City Council approved the current collective bargaining agreement (CBA) with PSEA on April 10, 2018. City Council has discussed this PSEA CBA with staff in four Executive Sessions since March 9, 2021. March 9, 2021 included an Executive Session to discuss upcoming CBA negotiations. After the CBA negotiations the week of April 5, the tentative agreements were brought to Council for discussion on April 12, 2021. Then, following Council's direction, updated tentative agreements were brought to Council in Executive Session on April 20 and April 27, 2021.

BACKGROUND: PSEA represents the following Public Safety and Fire positions: Police Sergeants, Communication Sergeant, Corrections Sergeant, Fire Captains, Fire Fighters, Corrections Officers, Communications Officers, Police Officers, Animal Control Officer and DMV Agent. Every three (3) years, the City and PSEA enter contract negotiations to agree upon a collective bargaining agreement for a new three (3) year term. The City's CBA with PSEA expires on June 30, 2021; therefore, the proposed CBA would be effective July 1, 2021 through June 30, 2024. PSEA and City Staff negotiated this CBA the week of April 5, 2021, with several discussions since then to address Council feedback and address follow up questions to finalize the CBA.

DISCUSSION: In the attached PSEA CBA, changes were made to comply with Janus law, along with some administrative changes, additional bonuses were included for employee retention, and the wage scale was adjusted. No operational changes were made.

The PSEA CBA brings parity to Police and Fire and Corrections and Communications, adds 6% Public Safety Wage Scale Adjustment to police positions and 3% Public Safety Wage Scale Adjustment to other DPS positions, and includes 2% COLA in the first year with annual merit increases. Years 2 & 3 have 3% Public Safety Wage Scale Adjustment and annual merit increases. An annual \$3,500 bonus was included for long-term employees who have at least 13 years in service.

The final CBA was developed in accordance with Council direction. The PSEA CBA was ratified by PSEA members on May 7, 2021, and signed on May 18, 2021. This ratified and signed document is included in the packet.

ALTERNATIVES: Council can approve or disapprove the resolution. Disapproval would bring negotiations back to the drawing board and create uncertainty in how to proceed into the new fiscal year after the current CBA expires on June 30, 2021.

FINANCIAL IMPLICATIONS: As compared to if there was no COLA or wage scale adjustments in the PSEA CBA, this would increase estimated payroll costs from current FY22 draft budget by \$197,884 in year one and \$540,823 over the three year term of the CBA.

The Operating Budget will be adjusted accordingly when the CBA is signed, but the FY22 budget would still meet Council's Budget goals based on these numbers.

LEGAL: Staff consulted with City Attorney who provided review of the current PSEA CBA with suggested sections and language modifications.

STAFF RECOMMENDATION: Staff recommends approval.

PROPOSED MOTION: I move to adopt Resolution 2021-17.

CITY MANAGER COMMENTS: City Council has discussed this CBA in several Executive Sessions, and Staff has proceeded in accordance with Council's Direction. I support Staff's recommendation.

ATTACHMENTS: Ratified PSEA Collective Bargaining Agreement

COLLECTIVE BARGAINING AGREEMENT

By and between

City of Unalaska

And

Department of Public Safety,

Public Safety Employees Association

July 1, 2021-June 30, 2024

TABLE OF CONTENTS

PREAMBLE.....3

ARTICLE 1 – RECOGNITION AND SCOPE OF AGREEMENT 3

ARTICLE 2- ASSOCIATION SECURITY 3

ARTICLE 3 – [RESERVED] 5

ARTICLE 4 - NONDISCRIMINATION..... 5

ARTICLE 5 - MANAGEMENT'S RIGHTS 5

ARTICLE 6 - DISCIPLINARY ACTIONS 5

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION 6

ARTICLE 8 - SENIORITY AND PROMOTIONS 7

ARTICLE 9 - PROBATIONARY PERIOD..... 8

ARTICLE 10 - LAYOFFS 8

ARTICLE 11 - TRAVEL ALLOWANCE..... 9

ARTICLE 13 – FLOATING HOLIDAY BANK 16

ARTICLE 14 - EDUCATION AND TRAINING 18

ARTICLE 15 - UNION MEETINGS 19

ARTICLE 16 - RATES OF PAY/CLASSIFICATION 19

ARTICLE 17 - JOB CLASSIFICATIONS AND DESCRIPTIONS 24

ARTICLE 18 - CALL OUT 24

ARTICLE 19 - RETIREMENT AND BENEFITS 24

ARTICLE 20 - SIGN ON BONUS AND RELOCATION PAYMENT 25

ARTICLE 21 - HOURS OF WORK 26

ARTICLE 23 - WORK RULES..... 27

ARTICLE 24 - MERIT PRINCIPLES AND PERFORMANCE EVALUATIONS. 27

ARTICLE 25 – CONCLUSION OF BARGAINING 27

ARTICLE 26 - SUBSTANCE ABUSE TESTING 28

ARTICLE 27 – MISCONDUCT INVESTIGATIONS..... 28

ARTICLE 28 - SEPARABILITY AND SAVING CLAUSE..... 30

ARTICLE 29 - PERSONNEL RULES 31

ARTICLE 30 - DURATION OF AGREEMENT 31

**Agreement Between the City of Unalaska
And
PSEA-Department of Public Safety**

PREAMBLE

This Agreement is made and entered into by and between the City of Unalaska, Alaska, for its Public Safety operation, hereinafter referred to as the “Employer”, and the Public Safety Employee’s Association, hereinafter referred to as the “Union”. The purpose of this Agreement is to set forth the understanding reached between the Parties with respect to wages, hours of work and conditions of employment.

For purposes of this agreement, references to the Department of Public Safety also includes the Department of Fire & EMS, and Director of Public Safety also includes Fire Chief, unless otherwise specified.

ARTICLE 1 – RECOGNITION AND SCOPE OF AGREEMENT

The City recognizes, during the term of this Agreement, the Union as the sole and exclusive bargaining representative for the Department of Public Safety non-temporary employees performing work covered by the classifications set forth in this Agreement. This Agreement does not apply to temporary employees. A temporary employee is an employee who does not receive retirement, health or personal leave benefits from the City and/or who works 120 or fewer days per year.

ARTICLE 2- ASSOCIATION SECURITY

2.1 – Union Membership

- A. All employees presently holding a position covered by this Agreement may voluntarily become and remain a member of the Association.
- B. Employees shall provide written notice of the employee’s election to join the Union to the Employer within 30 days of becoming a Union member.
- C. Nothing in this Agreement prohibits the Association from charging a nonmember fees for services such as a grievance and/or arbitration filed at the request of the nonmember.
- D. The shop steward will have an opportunity to meet with all new hires during orientation for the positions that comprise the “Bargaining Unit.” See Article 16

2.2 – 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.

2.3 – Dues Deductions

- A. The written notice of Union membership provided under Article 2.1 may contain written authorization of the employee to deduct from the payroll check of the Union member monthly dues, PAC donations, fees and other benefits.
- B. The Employer agrees to deduct from each paycheck the specific amount authorized by the member for monthly dues, PAC donations, fees and other benefits of the Association as certified by the President, Secretary, or Executive Secretary of the Association, and/or any such other specific dollar amount as an employee may authorize in the employee's written authorization provided to the Employer. The Employer shall transmit such amounts to the Association on a monthly basis. Such authorization shall be revocable by the employee by submitting a written request to the Employer. Employer will notify the Association upon receipt. Deductions authorized shall be on a form mutually agreeable to the parties. No other employee organization shall be accorded payroll deduction privileges with regard to members of the Bargaining Unit.
- C. The Association agrees to indemnify and hold harmless the Employer from any claim that may be made upon it for or on account of any such deduction from the wages of any employee.
- D. Inquiries from employees about Association monthly dues, PAC donations, fees and other benefits, membership, and dues check-off authorizations will be directed to the Association; provided, however, that the Employer shall not be required to refer to the Association inquiries relating solely to the Employer's administrative responsibilities regarding the written authorization and revocation forms described in this Section.

2.4 – Written Notice

- A. The Employer shall provide the Association with a written notice of all additions to the unit and all separations from the unit.
- B. Such notice shall include the member's name, position, location and the date of such action.
- C. This written notice shall be transmitted to the Association within fifteen (15) days of the action by the appropriate department.

ARTICLE 3 – [RESERVED]

ARTICLE 4 - NONDISCRIMINATION

There shall be no discrimination because of Union membership or lack thereof, race, color, religion, sex, age, national origin, disability, marital status, changes in marital status, pregnancy or parenthood or any other legally protected class in accordance with current state or federal statutes. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

ARTICLE 5 - MANAGEMENT'S RIGHTS

The Employer retains the right to manage the affairs of the City and to direct its work force. Unless otherwise specifically provided in this Agreement, nothing shall limit the Employer in the exercise of rights of Management. The City reserves all rights granted to it by the Alaska Public Employment Relations Act, unless such right has been waived by an express provision or provisions of this Agreement. All of the functions, rights, powers and authority of the City not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the City. The City's failure to exercise a management right does not preclude the City from exercising it at some time in the future.

ARTICLE 6 - DISCIPLINARY ACTIONS

The Employer retains the right to discipline and/or discharge an employee for just cause. Progressive discipline principles shall be followed where appropriate. The Employer agrees to notify the designated Union representative of the reason of such discipline and/or discharge as outlined in Article 7.3. An employee has the right to participate in a pre-termination conference or hearing prior to a being terminated for cause, if desired. If the Union fails to grieve any disciplinary action within fourteen (14) calendar days of the receipt of the notification by the Union, the right to grieve or arbitrate such action is forfeited. This Article does not apply to probationary or temporary employees. The City may discipline and/or discharge probationary and temporary employees at any time for any reason in compliance with state and federal law.

Documented disciplinary actions will not be considered towards the Progressive Discipline scale after three (3) years from the date of the occurrence.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

7.1 A grievance is defined as any disagreement between the City and the Union involving an alleged violation, misinterpretation, or misapplication of this Agreement.

7.2 The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all grievances.

7.3 A. The Employer shall furnish a written copy of disciplinary actions involving suspension, demotion, or termination and the reasons for such disciplinary action to the Union within 48 hours.

B. Upon the Union's request, with the member's written approval, the Employer shall furnish a written copy of disciplinary actions involving warnings, reprimands, or any other permanent record that is included in the employee's personnel file and the reasons for such disciplinary action to the Union.

7.4 A. Individual reprimands or performance evaluations are not subject to the grievance and arbitration procedure. The employee receiving a written reprimand or performance evaluation shall be entitled to submit a rebuttal letter which will be attached to the reprimand or evaluation when placed in the personnel file. An employee receiving a less-than-satisfactory evaluation has the option of meeting with the Department Director provided the employee requests a meeting within fourteen (14) days of receipt of the final evaluation.

B. An employee who receives a less than satisfactory evaluation shall receive a re-evaluation no later than six months after the unsatisfactory evaluation. If the employee then receives a satisfactory re-evaluation, the employee shall be eligible for any merit benefits.

7.5 During the initial probationary period, employees are precluded from grieving any disciplinary action, including termination.

7.6 It is the intent of this grievance procedure to settle all disputes or complaints at the lowest level possible. The Employer and the Union will make every reasonable effort to informally resolve the grievance.

Step 1: In the event that such complaint or dispute cannot be thereby resolved, the grievance shall be reduced to writing within fourteen (14) calendar days of the time that the employee or Union knew or should have known of the alleged violation. If the Union decides to grieve the complaint or dispute, the Union shall present the written grievance to the Public Safety Director.

Step 2: If notification is given, then the Union and the Public Safety Director shall meet within seven (7) calendar days of that notice. The Public Safety Director shall provide the Union with a written response within seven (7) calendar

days of that meeting. If the grievance is not resolved to the Union's satisfaction at step 2, then they shall present a written statement of the grievance to the City Manager.

Step 3: A written statement of the grievance will be submitted to the City Manager within ten (10) calendar days of receipt of the denial of the grievance at Step 2. The City Manager shall schedule a meeting to discuss the grievance within seven (7) calendar days of receipt of the written statement of grievance. The City Manager shall provide a written response to the Union of his/her decision within fourteen (14) calendar days of the meeting.

7.7 In the event that the grievance is not resolved in Step 3 above, the Union shall within fourteen (14) calendar days provide a written request for arbitration to the City. If such grievance is not referred to arbitration within fourteen (14) calendar days of the written answer provided for in Step 3, the grievance shall be considered settled on the basis of the final decision rendered to the aggrieved party.

7.8 At each step, the time requirements may be extended by mutual agreement. Failure of either party to follow the time limits herein shall allow the other party to proceed to the next step, if they so choose.

7.9 If the Employer and the Union fail, after exercise of due diligence, to agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the American Arbitration Association. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

7.10 Any decision by the arbitrator shall be final and binding upon the parties. It is understood and agreed that the arbitrator shall not have any power to add to, alter, or amend any of the provisions of this Agreement or issue any award on a matter not raised in the grievance filed by the Union, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

7.11 Each party to any grievance submitted to arbitration shall bear the expense of preparing and presenting its own case, including witnesses.

7.12 The expenses of the arbitrator shall be borne by the non-prevailing party, as determined by the arbitrator, applying Alaska law. In cases where there is no prevailing party the cost of arbitration be shared by both parties.

ARTICLE 8 - SENIORITY AND PROMOTIONS

8.1 Seniority is the length of continuous non-temporary service of an employee with the Department of Public Safety. Seniority will be broken if the employee resigns, retires, becomes unavailable for work because of an unauthorized absence, is discharged for cause, or is not actively employed for a period of 180 calendar days for any reason other

than injury, pregnancy, maternity or illness, where the employee is reasonably expected to return to work.

8.2 Acting appointments, including scope of duties and span of authority, shall be made at the discretion of the Public Safety Director with approval of the City Manager.

8.3 In all cases, promotions shall be made at the discretion of the Public Safety Director with approval of the City Manager.

ARTICLE 9 - PROBATIONARY PERIOD

9.1 The probationary period for all new bargaining unit employees shall be twelve (12) months, and may be extended for a maximum of an additional six (6) months in extraordinary circumstances.

9.2 Employees who accept a promotion out of the bargaining unit are entitled to return to their former position in the unit, where available, if they do not successfully complete probation in the promoted position. If the employee's former position is not available, the promoted employee shall have first preference to occupy any vacant unit position for which the employee is qualified.

9.3 The City may discipline or discharge probationary employees at any time for any reason.

9.4 Each employee shall normally be evaluated midway through the initial probationary period.

9.5 Employees promoted within the unit shall serve a six (6) month probationary period, but shall remain subject to the "just cause" provisions of this Agreement during that period.

9.6 Probationary employees have the right to request a representative from the union present during any meeting with the employer to discuss disciplinary action, including termination.

ARTICLE 10 - LAYOFFS

10.1 The City has the right to lay employees off. The Public Safety Director shall give written notice to all employees and the Union of any proposed layoffs. Such notice shall state the reasons therefore. Employees certified by the Alaska Police Standards Council who are laid off shall be given either 30 days written notice before being laid off or, if such notice is not provided, 160 hours of severance pay. Non-certified employees who are laid off shall be given either 14 days written notice before being laid off or, if such

notice is not provided, 80 hours severance pay.

10.2 All layoffs shall be made on the basis of seniority within each job classification. When the force is increased after layoff, employees will be recalled in inverse order of the layoff. Notice of recall shall be sent by the City to the employee at the last known address by registered mail or certified mail. If the employee fails to report to work within fourteen (14) days from the date of the mailing of the notice of recall, he or she shall be considered to have voluntarily resigned.

ARTICLE 11 - TRAVEL ALLOWANCE

11.1 Upon completion of twelve (12) months of continuous service and once during each fiscal year thereafter through the expiration date of this contract, each regular full-time employee shall receive a travel allowance in the amount of \$2,000, less applicable withholdings. Upon completion of 12 consecutive months of regular part-time service and once during each fiscal year thereafter, each regular part time employee shall receive a travel allowance in the amount of \$1,000, less applicable withholdings. If the status of a regular part-time employee changes to regular full-time within the anniversary year, the employee will receive a travel allowance in proportion to the time spent as a regular full-time employee and the time spent as a regular part-time employee. The travel allowance will be paid on the pay period immediately following the employee's anniversary date. Only regular full and part-time employees are eligible for this bonus.

11.2 To encourage long term, continuous employment with the department, on a regular full time employee's three (3) year anniversary of continuous employment, the employee will receive a \$3,000 bonus; on the employee's four (4) year anniversary, the employee will receive a \$4,000 bonus; on the five (5) year anniversary, the employee will receive a \$5,000 bonus; on the employee's eight (8) year anniversary, the employee will receive an \$8,000 bonus; on the employee's ten (10) year anniversary, the employee will receive a \$10,000 bonus; on the employee's twelve (12) year anniversary, the employee will receive a \$12,000 bonus; and beginning on the employee's thirteen (13) year anniversary, the employee will receive an annual \$3,500 bonus on each anniversary.

NOTE: John Warden, who will have reached his thirteen (13) year anniversary before this contract goes into effect, will receive a retroactive \$3,500 bonus at the beginning of this contract.

ARTICLE 12 - LEAVE

12.1 Personal Leave

- A. Regular full-time employees represented under this bargaining unit who began employment with the City on or after July 1, 2001 shall accrue personal leave commencing with their date of hire in any non-temporary position at the

following rates:

- (1) First and second years of service beginning on the date of hire and ending on the date before the second anniversary date: 16 hours per month.
 - (2) Third and fourth years of service beginning on the second anniversary date and ending on the day before the fourth anniversary date: 20 hours per month.
 - (3) Fifth and sixth years of service beginning on the fourth anniversary date and ending on the date before the sixth anniversary date: 24 hours per month.
 - (4) Seventh and eighth year of service beginning on the sixth anniversary date and ending on the date before the eighth anniversary date: 28 hours per month.
 - (5) Ninth year of service and beyond beginning on the eighth anniversary date and ending on the date of separation from City services: 32 hours per month.
- B. Regular full-time employees of the City who transfer into this bargaining unit shall be placed in the leave accrual tier that the transferred employee was receiving on their date of transfer into this unit and will continue to accrue personal leave at that tier and rate.
- C. Personal leave accrual while employee is on paid leave: Personal leave continues to accrue during the period of time an employee is on paid leave. Personal leave does not accrue during the time an employee is on leave without pay.
- D. Computation of personal leave accrual for regular part time employees: All regular part-time employees who work at least 20 hours per week shall accrue personal leave at a proportion of an equivalent full-time position. The proportion shall be computed by dividing the number of actual hours in pay status, excluding overtime, in the current pay period of a part-time position by the number of normal work hours of an equivalent full-time position. All regular part-time employees who work less than 20 hours per week shall not accrue personal leave.
- E. Personal leave accrual does not apply to temporary employees. Employees hired by temporary appointment shall not accrue personal leave.
- F. If an employee's accrued personal leave exceeds seven hundred sixty-eight (768) hours on December 15 of any given year, personal leave in excess of seven hundred sixty-eight (768) hours shall be cashed out and included in the employee's

paycheck for the period ending December 15. Employees will not lose leave or stop accruing leave under this process. This payment for unused personal leave in excess of seven hundred sixty-eight (768) hours does not affect the twice-yearly leave cash-out provisions outlined in subsection K of this Article.

- G. Use of personal leave for sick leave purposes: Accrued personal leave shall be used when the employee is sick or injured both during and after the employee's probationary period. Any use of personal leave for sick leave purposes may be required to be certified by a licensed medical professional.
- H. Personal leave bank: An employee may voluntarily donate unused personal leave he/she has accrued to another employee of the City who is seriously ill or injured, or has an immediate family member who is seriously ill or injured, or is attending to a death in his/her immediate family requiring absence from work for more than twenty (20) consecutive days and has exhausted all his/her personal leave. Personal leave that is being donated under this Section shall be donated at the donating employee's current rate of pay and that sum of money shall be paid to the City employee to whom the personal leave is being donated. The donated personal leave shall be subject to all taxation and contributions required of all payroll compensation and shall be borne by the employee to whom the personal leave is being donated. Any unused portion of donated leave remains with the employee receiving the donation.
- I. Use of personal leave for purposes other than sick leave: An employee may use accrued personal leave for purposes other than sick leave upon successful completion of six (6) months of continuous employment with the City; however, an employee may be granted early personal leave benefits for purposes other than sick leave due to extraordinary circumstances, as determined by the Public Safety Director and approved by the City Manager. The employee has the right to use accrued personal leave for purposes other than sick leave, but he/she does not have the right to determine when personal leave may be used for those purposes. Regular employees shall be allowed to use any amount of accrued leave for non-sick leave purposes at any time desired that will not be detrimental to department operations, as determined by the Public Safety Director. The longer the period of leave requested for non-sick leave purposes, the longer should be the advance notice to enable scheduling, and in no case shall such notice be provided less than ten (10) days prior to the employee's first day absent on personal leave.
- J. Amount of personal leave that must be taken annually for purpose other than sick leave: At least eighty (80) hours of leave must be used after the first complete fiscal year worked and every fiscal year thereafter. Employees shall be entitled to take up to thirty (30) working days of leave at one time. However, when in the opinion of the Public Safety Director it is not feasible nor in the best interest of the City to grant leave to an employee, the annual personal leave use requirement shall be temporarily suspended in such cases.
- K. Personal leave cash in: After twelve (12) months continuous employment an employee may cash in personal leave two times per fiscal year, with reasonable

notice to the City, provided that the employee shall retain at least eighty (80) hours of leave in his/her account. Cash in lieu of personal leave shall be subject to all taxation and contributions required of all payroll compensation.

- L. Emergency personal leave cash in: In addition to the provisions in Section 12.1(K), cash in lieu of accrued personal leave may be obtained under emergency conditions when requested in writing by the employee and approved by the City Manager. "Emergency," as defined in this section, means a critical situation over which neither the employee nor the City has control. Cash in lieu of personal leave shall be subject to all taxation and contributions required of all payroll compensation.
- M. Personal leave payment upon termination: Upon termination, accrued personal leave shall be paid in a lump sum to all employees with twelve (12) months of continuous employment with the City. The hourly rate to be used in computing the cash payment shall be the rate paid to the employee on the date that the separation notice is given to the employee or the effective date of the resignation notice. Cash in lieu of personal leave shall be subject to all taxation and contributions required of all payroll compensation.
- N. Leave Bank: After twelve (12) months continuous employment an employee shall keep at least eighty (80) hours of leave in his/her account unless specifically authorized by the Director of Public Safety. This bank is to serve as a cushion to cover any emergency leave in order to protect the employee from going into a "Leave Without Pay" status.

12.2 Leave Without Pay

- A. Leave without pay may be granted to an employee upon recommendation of the Public Safety Director and approval of the City Manager. Each request for such leave shall be considered in light of the circumstances involved and the needs of the Public Safety Department. Leave without pay shall not be requested nor granted until such time as all accrued personal leave and floating holidays have been exhausted, except when an employee is absent and drawing workers' compensation pay.
- B. Leave without pay for education purposes: 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 years shall be considered for such leave, providing the work situation permits a temporary absence without serious effect upon the department's schedule of activities. A maximum of one year of college work with an accredited college or university may be granted in such cases. Should an employee voluntarily terminate prior to working one year after completion of an approved training program, other than a mandatory program, the employee shall reimburse to

the City all costs directly related to the training program. No benefits shall accrue while on this type of leave without pay.

- C. Benefits do not accrue while on leave without pay, except insurance, which will continue only through the end of the month in which leave without pay is initiated.
- D. Change of anniversary date because of leave without pay: If an employee uses more than ten (10) calendar days total leave without pay during an anniversary year, his/her anniversary and length of service dates shall be advanced by the number of days such leave without pay exceeds ten (10) days.

12.3 Unauthorized Leave

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

12.4 Military Leave

Employees shall be granted military leave consistent with UCO 3.52.150, AS 39.20.3350, and Uniform Service Employment and Reemployment Rights Act (USERRA).

12.5 Workers' Compensation Leave

Employees shall be granted workers' compensation leave to the extent required by the Alaska Workers' Compensation Act.

12.6 On The Job Injury Leave

- A. The Union and Employer jointly agree that the intent of this provision is to recognize the unique nature of fire and police work and is meant to protect and support Public Safety employees in the event of a serious or catastrophic injury received in the line of duty during a given year. It is further understood by both parties that all other work-related injuries that qualify a member for Workers' Compensation, will not be covered under this provision and will be handled through the City's standard Workers' Compensation process.
- B. Full-time employees may qualify for injury leave in the event of a serious injury received in the line of duty. Injury leave will be granted for up to twelve (12) consecutive months from the date of initial injury for a full-time Department employee who has suffered a serious injury in the line of duty and which qualifies them for Worker's Compensation. For purposes of this

provision, "an injury in the line of duty" means only:

- 1) An injury received due to the actions by another person to inflict serious injury or death on the employee, or
- 2) While responding to an official call in accordance with Departmental policies and emergency response protocol, or
- 3) While actively fighting a fire.

C. For the purposes of this provision, the definition of "a serious injury" used in the Alaska Statutes 11.81.900(b) relating to the crime of Assault shall apply.

Injury leave will not be available to an employee who has received a serious injury in the line of duty due to their own negligence, or who was not following authorized Departmental policies and procedures.

Six (6) months after the first day of absence as defined by Workers Compensation, all unused personal leave and floating holiday leave will be utilized and run concurrently with on the job injury leave. While on injury leave, any benefits allowed under the Family and Medical Leave Act or the Alaska Family Leave Act must be used and shall run concurrently. All Workers' Compensation payments made to the employee must be turned in to the City prior to receiving injury leave pay from the City.

An employee who qualifies for injury leave as defined by this provision and is eligible to cash in personal leave as outlined in Section 12.1 K-M of this Article, may do so at the start of the injury leave. However, the value of any cashed-in leave will be deducted from the total number of days the City is obligated to provide for the employee over the total twelve (12) month period.

For the duration of injury leave, employees will be paid at their base rate of pay in effect at the start of injury leave and will continue to accrue personal leave and floating holiday leave. The employee's annual travel allowance payment will be prorated based on the actual number of hours worked in the year in which injury leave is granted. The Employer will continue to provide health insurance and make required employer payroll contributions for the duration of on the job injury leave. A maximum of twelve (12) consecutive months of injury leave will be granted under this provision.

During such leave, employees may be assigned work at the discretion of the Department unless such work assignments adversely affects the nature of the injury. If there is a disagreement between the City and the employee as to whether the employee has suffered "a serious injury" or is able to perform work assigned at the discretion of the Department, such dispute shall be submitted to and resolved by a licensed medical professional selected by the Employer. The decision of this licensed medical provider as to whether the employee has suffered "a serious

injury" or whether the employee is able to perform work assigned at the discretion of the Department will be determinative, so long as the decision is not arbitrary, capricious, or made in bad faith. If an employee disagrees with a determination by the licensed medical professional that the employee is capable of performing work assigned at the discretion of the Department, the employee may elect not to accept the assignment, but the employee's entitlement to paid injury leave under this provision shall terminate. Should it be determined that the employee will not be eligible to return to full duty and applies for retirement, and retirement is granted prior to the twelve (12) month expiration of on the job injury leave, the Department's obligation under this provision shall terminate.

12.7 Family Leave

An eligible employee may take family and medical leave consistent with applicable federal and state laws and existing City policies. All unused accrued personal leave and floating holiday leave must be used first. Thereafter, such leave will be without pay.

12.8 Death in Immediate Family

- A. Immediate family, for the purpose of this Section, shall be defined as follows: the employee's spouse, child, father, mother, brother, brother-in-law, sister, sister-in-law, grandparents, father-in-law and mother-in-law, daughter-in-law, son-in-law, grandchild, stepchild, and domestic partner. It also means other family members who reside permanently with the employee.
- B. Recognizing that the make-up of some families do not conform with the standard definition above, an employee may provide the Employer with the names of relatives who acted in a parental capacity in lieu of the natural parents. The Employer shall provide forms for the recording of "immediate family" members for each covered employee, to be placed in his or her personnel file to document the full extent of each employee's "immediate family."
- C. Paid bereavement leave not to exceed seven (7) days may be used upon the death of the employee's family members as defined. Bereavement leave will not be deducted from the chargeable leave account.

12.9 Court Leave

- A. Jury duty: Jury duty shall be treated as jury leave, without loss of seniority, personal leave or pay. In order to be entitled to jury leave, the employee shall provide the Public Safety Director with written proof of the requirement of his/her presence for the hours claimed. Fees paid by the court, other than travel and subsistence allowances, while the employee is on jury leave shall be turned into the City. For jury duty that occurs on the employee's normal non-work days, fees paid by the court may be retained by the employee.

B. Witness service: Service in court when subpoenaed as witness on behalf of the City, or when called by the City as an expert on a matter of City concern or relating to a municipal function, will be treated the same as jury duty. Non-work related expert witness service for purposes other than just described will be covered by personal leave or leave without pay, and any fees received in this connection may be retained by the employee.

12.10 Business Leave Bank

There is hereby created a Business Leave Bank for the sole and exclusive use of the Unalaska Police Department Bargaining Unit. The Bank shall be administered and managed solely by the Unalaska Police Department Chapter of the Union and subject to periodic audits by the employer. Each audit shall be preceded by written notice, at least forty-eight (48) hours prior to the audit. Audits shall not be more frequent than twice each calendar year.

The first eight (8) hours of accrued personal leave of all new Unalaska Police Department Bargaining Unit members shall be transferred to the Unalaska Police Department Chapter Leave Bank. Any additional leave transfers shall be in no less than one-hour increments.

Upon request from the Union Business Manager, the Employer shall transfer from one (1) to eight (8) hours from each bargaining unit member's personal leave account to the Chapter Leave Bank.

The Union agrees that it will not use the Leave Bank for any purposes other than bona fide Chapter business. Requests for absence from duty for Business Leave shall be made by the President of the Unalaska Police Department Chapter or the Union Business Manager and addressed to the appropriate City Administrator as designated in writing by the Employer. Each request will state specifically the purpose of the absence.

Requests for absences for Unalaska Police Department Chapter business shall not be unreasonably denied.

The Union agrees that it will not use the Leave Bank for any purposes other than bona fide Union business. The Union further agrees that the Leave Bank balance is not returnable to the personal leave accounts, not transferable to successor bargaining agents, and has no cash value upon decertification.

ARTICLE 13 – FLOATING HOLIDAY BANK

**13.1 The following holidays shall be recognized as floating holidays:
New Year's Day**

Martin Luther King's Birthday – Third Monday in January
Lincoln's Birthday – February 12
President's Day – Third Monday in February
Seward's Day – Last Monday in March
Memorial Day – Last Monday in May
Independence Day
Labor Day
Alaska Day – Last Monday in October
Veteran's Day – November 11
Thanksgiving Day
Christmas Day

13.2 The City of Unalaska recognizes twelve holidays (nine regular and three floating). All regular full-time employees will receive these twelve holidays as floating holidays. Regular full-time employees will be credited the hours for these days in two increments. The first will be on January 1st, the second on July 1st. On each of those dates, regular full-time employees will receive a credit of forty-eight (48) hours in their floating holiday bank, six holidays at eight (8) straight time hours per holiday.

13.3 All floating holiday hours must be used by December 31st of each year. Hours not used by this date will be cashed out to the employee in the pay period ending December 31st. This cash out will be based on the employee's rate of pay on December 31st and will not be counted as one of the employee's Personal Leave cash outs. Employees must be employed with the City on December 31st to receive the cash out for unused floating holiday hours.

13.4 At a time agreeable to both the employee and the City, the employee may take floating holiday hours as time off with pay on an hour-for-hour basis.

13.5 When an employee is scheduled to work a recognized City holiday, s/he shall receive the applicable regular rate of pay for those hours, not the overtime rate. Under this amendment, overtime shall be paid to employees working a recognized City holiday only when circumstances necessitate the employee to extend work hours past the scheduled end of the shift, where the additional hours would place the employee in overtime status.

13.6 Use of Floating Holiday Prior to Separation

A. Employees who voluntarily terminate employment with the City may be provided the opportunity to use available floating holiday hours prior to their final termination date; at Management's discretion however, the employee must be at work on their last day of service with the City. This opportunity is contingent upon the employee providing thirty (30) days notice of the final separation date. Scheduled floating holiday hours will be coordinated with management to prevent or minimize schedule disruption.

B. Employees who voluntarily terminate employment with the City who are unable to use any accrued floating holidays before their termination date will be permitted to cash out those unused days at a prorated rate.

13.7 New regular full-time employees will be credited with floating holiday hours equal to the number of City recognized regular and floating holidays from the new employee's date of hire until the next regular credit date of January 1st or July 1st. New regular full-time employee will be credited with these hours on their date of hire.

13.8 Employees who are involuntarily terminated or laid off will be paid for any unused floating holiday hours as a cash out, based on their rate of pay on their last day of employment.

13.9 Floating holiday hours taken under this agreement will be counted as part of the minimum 80 hours' time off annually required under the City's existing Personnel Policy.

13.10 Regular part-time employees shall receive floating holiday leave bank hours computed on the proportion of actual hours worked, excluding overtime, during each 6 month period between January 1st through June 30th and July 1st through December 31st to the number of normal duty hours worked by a full-time position.

ARTICLE 14 - EDUCATION AND TRAINING

14.1 Educational Expense Refund

The City recognizes that advanced education and training, is of mutual benefit to the employee and the City. Educational courses qualifying for reimbursement may include courses offered by and certified by the State of Alaska. In the event that work or scheduling needs prohibit more than one or two employees from attending, the employee with the highest seniority, who is not scheduled for work, shall be afforded priority.

A. Education Program - If an employee engages in an educational program which the Public Safety Director determines, in his/her complete discretion, provides benefits to the employee and the City, the employee shall be reimbursed the cost of the tuition in accordance with the City's Tuition Reimbursement policy following his or her successful completion of the course providing:

- (a) The Public Safety Director has approved the education or training program prior to participation in the course. The Public Safety Director may set the amount of reimbursement based on the overall cost vs. the amount budgeted for tuition reimbursement.

(b) The employee signs an agreement with the City that the reimbursed tuition will be returned to the City in the event the employee voluntarily separates his or her employment with the City within twelve months of the date the employee completed the course.

B. Student Loan Repayment – An employee, upon successful completion of one year of employment, and subsequent years of employment, may be eligible for student loan repayment of up to \$2,000 annually providing:

- (a) The repayment is approved by the Director of Public Safety and the City Manager.
- (b) The loan is question was not taken by the employee in conjunction with City tuition assistance.
- (c) The four year degree was obtained from an accredited university and or college.
- (d) The employee signs an agreement with the City that the loan payment will be returned to the City in the event the employee voluntarily separates his or her employment with the City within twelve months of the date the payment.
- (e) The loan payment will be made directly to the loan organization, address and necessary information required for payment to be provided by employee.

14.2 Mandatory Training Programs

There shall be no cost to the employee for any mandatory training program(s).

ARTICLE 15 - UNION MEETINGS

15.1 The City agrees to make a room available to the Employees for the purposes of conducting Union meetings. The Union agrees to cooperate with the city in scheduling such meetings in a fashion, which will result in minimum interference.

15.2 Bulletin Board: The City agrees to provide space on a Department bulletin board for the Union to post notices of its activities. Responsibility for the posting and removal of materials is that of the local Union president.

ARTICLE 16 - RATES OF PAY/CLASSIFICATION

16.1 Position and Wages

16.1 A. All positions covered by this agreement shall be governed by the following wage scale:

Hourly Rates Effective July 1, 2021-June 30, 2022

Position	Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Animal Control Officer	A11	\$21.63	\$22.28	\$22.95	\$23.64	\$24.35	\$25.08	\$25.83	\$26.60	\$27.40	\$28.22	\$29.07	\$29.94	\$30.84
DMV/IS Agent	B22	\$29.82	\$30.71	\$31.63	\$32.58	\$33.56	\$34.56	\$35.60	\$36.67	\$37.77	\$38.90	\$40.07	\$41.27	\$42.51
Communication Officer	B22	\$30.09	\$30.99	\$31.92	\$32.88	\$33.87	\$34.88	\$35.93	\$37.01	\$38.12	\$39.26	\$40.44	\$41.65	\$42.90
Communication Sergeant	B31	\$33.78	\$34.79	\$35.83	\$36.91	\$38.02	\$39.16	\$40.33	\$41.54	\$42.79	\$44.07	\$45.39	\$46.75	\$48.16
Fire Fighter	B23	\$35.04	\$36.09	\$37.18	\$38.29	\$39.44	\$40.62	\$41.84	\$43.10	\$44.39	\$45.72	\$47.09	\$48.51	\$49.96
Fire Captain	B32	\$41.33	\$42.57	\$43.85	\$45.17	\$46.52	\$47.92	\$49.36	\$50.84	\$52.36	\$53.93	\$55.55	\$57.22	\$58.93
Corrections Officer	B22	\$30.09	\$30.99	\$31.92	\$32.88	\$33.87	\$34.88	\$35.93	\$37.01	\$38.12	\$39.26	\$40.44	\$41.65	\$42.90
Corrections Sergeant	B31	\$33.78	\$34.79	\$35.83	\$36.91	\$38.02	\$39.16	\$40.33	\$41.54	\$42.79	\$44.07	\$45.39	\$46.75	\$48.16
Public Safety (Police) Officer	B23	\$35.04	\$36.09	\$37.18	\$38.29	\$39.44	\$40.62	\$41.84	\$43.10	\$44.39	\$45.72	\$47.09	\$48.51	\$49.96
Public Safety (Police) Officer/Investigator	B23	\$36.10	\$37.18	\$38.30	\$39.45	\$40.63	\$41.85	\$43.11	\$44.40	\$45.73	\$47.10	\$48.52	\$49.97	\$51.47
Police Sergeant	B32	\$41.33	\$42.57	\$43.85	\$45.17	\$46.52	\$47.92	\$49.36	\$50.84	\$52.36	\$53.93	\$55.55	\$57.22	\$58.93

Hourly Rates Effective July 1, 2022-June 30, 2023

Position	Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Animal Control Officer	A11	\$22.28	\$22.95	\$23.64	\$24.34	\$25.07	\$25.83	\$26.60	\$27.40	\$28.22	\$29.07	\$29.94	\$30.84	\$31.76
DMV/IS Agent	B22	\$30.71	\$31.63	\$32.58	\$33.55	\$34.56	\$35.60	\$36.67	\$37.77	\$38.90	\$40.07	\$41.27	\$42.51	\$43.78
Communication Officer	B22	\$30.99	\$31.92	\$32.88	\$33.86	\$34.88	\$35.92	\$37.00	\$38.11	\$39.26	\$40.43	\$41.65	\$42.90	\$44.18
Communication Sergeant	B31	\$34.79	\$35.83	\$36.91	\$38.01	\$39.15	\$40.33	\$41.54	\$42.78	\$44.07	\$45.39	\$46.75	\$48.15	\$49.60
Fire Fighter	B23	\$36.09	\$37.17	\$38.29	\$39.44	\$40.62	\$41.84	\$43.09	\$44.39	\$45.72	\$47.09	\$48.50	\$49.96	\$51.45
Fire Captain	B32	\$42.57	\$43.85	\$45.16	\$46.52	\$47.91	\$49.35	\$50.83	\$52.36	\$53.93	\$55.54	\$57.21	\$58.93	\$60.69
Corrections Officer	B22	\$30.99	\$31.92	\$32.88	\$33.86	\$34.88	\$35.92	\$37.00	\$38.11	\$39.26	\$40.43	\$41.65	\$42.90	\$44.18
Corrections Sergeant	B31	\$34.79	\$35.83	\$36.91	\$38.01	\$39.15	\$40.33	\$41.54	\$42.78	\$44.07	\$45.39	\$46.75	\$48.15	\$49.60
Public Safety (Police) Officer	B23	\$36.09	\$37.17	\$38.29	\$39.44	\$40.62	\$41.84	\$43.09	\$44.39	\$45.72	\$47.09	\$48.50	\$49.96	\$51.45
Public Safety (Police) Officer/Investigator	B23	\$37.18	\$38.30	\$39.45	\$40.63	\$41.85	\$43.10	\$44.40	\$45.73	\$47.10	\$48.51	\$49.97	\$51.47	\$53.01
Police Sergeant	B32	\$42.57	\$43.85	\$45.16	\$46.52	\$47.91	\$49.35	\$50.83	\$52.36	\$53.93	\$55.54	\$57.21	\$58.93	\$60.69

Hourly Rates Effective July 1, 2023-June 30, 2024

Position	Wage Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Animal Control Officer	A11	\$22.95	\$23.64	\$24.34	\$25.07	\$25.83	\$26.60	\$27.40	\$28.22	\$29.07	\$29.94	\$30.84	\$31.76	\$32.72
DMV/IS Agent	B22	\$31.63	\$32.58	\$33.55	\$34.56	\$35.60	\$36.67	\$37.77	\$38.90	\$40.07	\$41.27	\$42.51	\$43.78	\$45.10
Communication Officer	B22	\$31.92	\$32.88	\$33.86	\$34.88	\$35.92	\$37.00	\$38.11	\$39.26	\$40.43	\$41.65	\$42.90	\$44.18	\$45.51
Communication Sergeant	B31	\$35.83	\$36.91	\$38.01	\$39.15	\$40.33	\$41.54	\$42.78	\$44.07	\$45.39	\$46.75	\$48.15	\$49.60	\$51.09
Fire Fighter	B23	\$37.17	\$38.29	\$39.44	\$40.62	\$41.84	\$43.09	\$44.39	\$45.72	\$47.09	\$48.50	\$49.96	\$51.45	\$53.00
Fire Captain	B32	\$43.85	\$45.16	\$46.52	\$47.91	\$49.35	\$50.83	\$52.36	\$53.93	\$55.54	\$57.21	\$58.93	\$60.69	\$62.52
Corrections Officer	B22	\$31.92	\$32.88	\$33.86	\$34.88	\$35.92	\$37.00	\$38.11	\$39.26	\$40.43	\$41.65	\$42.90	\$44.18	\$45.51
Corrections Sergeant	B31	\$35.83	\$36.91	\$38.01	\$39.15	\$40.33	\$41.54	\$42.78	\$44.07	\$45.39	\$46.75	\$48.15	\$49.60	\$51.09
Public Safety (Police) Officer	B23	\$37.17	\$38.29	\$39.44	\$40.62	\$41.84	\$43.09	\$44.39	\$45.72	\$47.09	\$48.50	\$49.96	\$51.45	\$53.00
Public Safety (Police) Officer/Investigator	B23	\$38.30	\$39.45	\$40.63	\$41.85	\$43.10	\$44.40	\$45.73	\$47.10	\$48.51	\$49.97	\$51.47	\$53.01	\$54.60
Police Sergeant	B32	\$43.85	\$45.16	\$46.52	\$47.91	\$49.35	\$50.83	\$52.36	\$53.93	\$55.54	\$57.21	\$58.93	\$60.69	\$62.52

NOTE 1: .

Year 1 – 2% COLA of the entire wage matrix has been established;

Firefighters will move to Police Officer wage scale at their current FY21 wage scale step;

Fire Captain will move to Police Sergeant wage scale at their current FY21 wage scale step;

Communication Officer will move to Corrections Officer wage scale at their current FY21 wage scale step;

Communication Sergeant will move to Corrections Sergeant wage scale at their current FY21 wage scale step;

Police Officer, Police Investigator, & Police Sergeant will receive six percent (6%) Public Safety Wage Scale Adjustment;

Communication Officer, Communications Sergeant, Corrections Officer, Corrections Sergeant, DMV, and Animal Control Office will receive three percent (3%) Public Safety Wage Scale Adjustment;

On the new wage scale, Communications Officer achieves and maintains pay parity with Corrections Officer, and Communications Sergeant achieves and maintains pay parity with Corrections Sergeant.

On the new wage scale, current Firefighters and Fire Captains will be moved back two wage scale steps. When the Year 1 merit increase is applied, they will move up one wage scale step.

Year 2 – three percent (3%) Public Safety Wage Scale Adjustment.

Year 3 – three percent (3%) Public Safety Wage Scale Adjustment.

All current employees eligible for merit increases will receive a three percent (3%) merit based step increase upon obtaining a satisfactory evaluation throughout the duration of this agreement.

NOTE 2: During the first year of employment, an employee may be advanced to a higher pay rate on the July 1 following the date of hire only if his/her date of hire is before April 1. For employees hired after April 1, but before June 30, eligibility for a merit increase shall be October 1 of that year and then July 1 thereafter. During a year when the wage range is increased, employees hired between April 1 and June 30 shall also move up to the new minimum of the wage range on July 1, in which case they will not be eligible for an increase on October 1.

NOTE 3: If an employee is involuntarily transferred to a different position in the bargaining unit, for non-disciplinary reasons, the employee's wages in the new position shall be frozen at the pre-transfer wage rate, or placed at the appropriate step in the schedule, whichever is higher.

NOTE 4: If an employee is promoted to a different classification within the bargaining unit where the placement at Step 1 of the new classification would result in a decrease in pay, the employee shall be placed in the new classification on the wage scale at the nearest step that provides for an increase in wages of at least twelve percent (12%) from wages received prior to the promotion. If the promotion occurs at the same time that a step or longevity increase is due, the step or longevity increase shall be included in the wage before determining the appropriate step placement for the new classification. Subsequent movement up the wage scale from step to step for promoted employees shall occur on July 1 of the year following the date of promotion, provided the employee achieves a satisfactory evaluation during the preceding year.

NOTE 5: Any new employee with verifiable job experience in the field for which they have been hired as determined by the Director of Public Safety may be offered a position at no more than Step 3.

16.1 B. Longevity: Employees whose wage is at or above Step 13 of the wage scale will receive 1.5% merit based increases upon obtaining a satisfactory evaluation throughout the duration of the contract.

16.2 Overtime rates: Overtime rates: The overtime rate shall be one and one-half times the regular rate for work performed after eight (8) hours per day or forty (40) hours per week. All overtime must have the approval of the Public Safety Director prior to its performance. Holidays and leave time are not counted as hours worked. Refer to Letter of Agreement signed on November 7, 2018 for modified work days.

16.3 Shift Differentials

- A. Shift differential rates shall be paid in addition to regular rates of pay. Employees assigned by the Public Safety Director to the evening shift shall receive a five (5%) percent shift differential based on the employee's base rate of pay for the hours actually worked. Employees assigned to the night shift shall receive a ten (10%) percent shift differential based on the employee's base rate of pay for the hours actually worked. For employees called back to work, including employees on leave or floating holiday leave, the appropriate shift differential shall apply only to the hours actually worked. Shift hours and shift assignments shall be made by the Public Safety Director.
- B. Employees assigned to a shift in which the starting and ending times vary within the work week, (known as Relief Shift), and, if the employee works one

(1) night shift as part of the work week, shall be paid a ten (10%) percent differential based upon the employee's base rate of pay for all hours actually worked, or if employees assigned to a shift which the starting and ending times vary within the work week and, if the employee works one (1) evening shift as part of the work week, shall be paid five (5%) percent differential based upon the employee's base rate of pay for all hours actually worked. If a relief shift is not previously scheduled, and worked during a week that falls between two (2) pay periods, relief shift pay will not be retroactively applied to the days worked during the previous pay period. If relief shift that falls between two (2) pay periods is previously scheduled then relief shift pay will be retroactively applied to days worked during the previous pay period.

C. The application of subsections A and B may not result in payment in a particular week of a differential exceeding ten (10%) percent for that week, and a shift change shall not be presumed to occur because an employee works overtime.

16.4 When an employee is assigned by the Public Safety Director to perform field training duties, the employee shall receive a ten percent (10%) FTO differential based on the employee's base rate of pay for the actual hours worked as a field training officer.

16.5 Education Incentive Pay: Effective July 1, 2018, the following education incentive pays shall apply:

\$200/Month	\$300/Month	\$400/Month
State Certified Instructor**	Advanced Police Certificate	Masters Degree*
Associates Degree*	Bachelors Degree*	
Intermediate Police Certificate	Paramedic	
	Fire Officer 3	

**Degrees must be obtained through an accredited institution.*

***State Certified Instructor incentive pay only applies to non-supervisory employees wishing to obtain that certification.*

NOTE: These incentives will not pyramid and can only be achieved through one certificate or degree. An employee may hold more than one certificate or degree but will only be placed in one bracket based on their highest level of certification.

16.6 When the Public Safety Director requires an employee to carry a cell phone and remain available to answer work related phone calls while off duty; the employee will be paid at a rate of \$1.50 per hour. Specific responsibilities regarding cell phone use are defined in the UDPS Policy and Procedure Manual.

16.7 In an effort to promote fitness within the department, Public Safety employees shall be paid \$25.00 an hour, for a maximum of ten (10) hours per pay period, to exercise at the Public Safety gym or PCR facilities. Employees shall document their fitness hours and requests for fitness pay on their normal timecard.

ARTICLE 17 - JOB CLASSIFICATIONS AND DESCRIPTIONS

17.1 Right to Establish, Change or Abolish Job Classification: The City shall have sole and exclusive authority to establish, decide, determine and designate all occupational classifications it has to offer employees, including the right to establish new classifications, reclassify, change, consolidate or abolish existing classifications at any time, and to determine job content, duties and responsibilities.

The City may establish new classifications and rates for classifications. The City shall notify the Union when any new classification not listed on the wage schedule is established. In the event the Union, within five (5) calendar days thereafter, notifies the City in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties. The rate shall be effective as of the first date employees were assigned to the classification. An arbitrator shall have no authority to establish, modify or eliminate any classification and shall have no authority to establish, modify or eliminate any wage rate for a classification. The authority of an arbitrator with regard to classifications is limited to determining whether the City satisfied its obligation to provide the Union with the notice specified above when a new classification is created and for determining an appropriated reminder for any such failure not inconsistent with the terms of this Agreement

17.2 Job Descriptions: Job descriptions issued by the City shall be considered only as descriptive guidelines and not as inclusive of each and every duty of a position.

ARTICLE 18 - CALL OUT

18.1 A minimum of three (3) hours at the overtime rate shall be paid when employees are called back to work after the regular shift under the following conditions:

- A. That the employee has physically left the Public Safety premises; and,
- B. If the call out occurs within three (3) hours of the start of the employee's scheduled shift, then the employee will receive pay at the applicable rate only for hours worked.

ARTICLE 19 - RETIREMENT AND BENEFITS

19.1 All regular full-time employees are required to participate in the State of Alaska Public Employees Retirement System. The City will contribute an amount as determined by the State's retirement actuaries. All regular full-time employees and regular part-time employees who work at least thirty (30) hours per week must enroll immediately upon accepting employment with the City (Title 3.48.010).

19.2 All regular full time employees covered under this Agreement, and their eligible

dependents, subject to insurability requirements as defined in the City's existing health insurance summary plan description are eligible to participate in the City's group health insurance program in effect during the life of this Agreement. The employee and eligible dependents shall be governed by the program subject to all terms and conditions of the program then in effect.

- 19.3** Regular part-time employees hired on or after July 1, 2001 in that status and who are hired for a position budgeted for at least twenty (20) hours but less than forty (40) hours per week, subject to insurability requirements as defined by the City's existing health insurance summary plan description and as administered by the trust administrator may, at the employee's option, to the extent allowed by the existing City health insurance plan, be covered by the group policy but shall pay one-half of the premium for said coverage.
- 19.4** Regular part-time employees, who work less than twenty (20) hours a week, are not eligible for health insurance benefits.
- 19.5** Temporary and emergency hire employees who do not exceed a six (6) month employment period, are not eligible for health insurance benefits.
- 19.6** The City reserves the right to amend, modify, suspend, or terminate the City's Group Health Insurance Plan provided the City makes provisions for a reasonable continued Health Insurance Plan, as defined by the Federal government's Affordable Care Act, for employees and their eligible dependents.

It is mutually agreed that either party may give ample written notice to the other party that they desire to renegotiate the Health and Life Insurance Benefits Article of this Agreement if it is confirmed appropriate to do so. If either party gives such notice that they desire to renegotiate the terms of this Article and that notice and renegotiation shall not terminate the remainder of the Agreement. Once a party gives notice of its intent to renegotiate this Article, the parties will meet as soon as reasonably possible to begin renegotiation of this Article. In the even the parties agree on new terms of this Article those terms shall be reduced to writing and shall supersede this Article.

ARTICLE 20 - SIGN ON BONUS AND RELOCATION PAYMENT

Whenever, in the opinion of the City Manager, it is necessary to recruit qualified employees from outside the City, such employee shall receive assistance for actual necessary expenses under the following conditions:

- A. The employee must be appointed to a position for which the City Manager certifies prior to hire and in writing that such an expenditure is necessary to recruit a qualified employee.
- B. The employee will receive a lump sum sign on bonus not to exceed \$5,000, less

applicable withholdings in the second paycheck after start date, and a lump sum relocation payment of \$5,000, less applicable withholdings, in the third paycheck after start date, plus airfare for the employee and one family member.

ARTICLE 21 - HOURS OF WORK

- 21.1** The standard workday is eight hours.
- 21.2** The standard workday will normally be divided into three eight hour shifts.
- 21.3** The standard work week is forty hours.
- 21.4** The standard pay period is semi-monthly.
- 21.5** The Union and the City may mutually agree to establish alternate work weeks to meet the operation needs of separate divisions within the Public Safety Department. Such alternate work weeks may be established by written Letter of Agreement or other written document that is signed and mutually agreed to by both parties.
- 21.6** The Public Safety Director may establish different schedules to meet the Public Safety Department's operating needs. Monthly schedules shall be posted at least ten (10) days before the schedule is to go into effect. Shifting of employee's working hours to meet the needs of the Public Safety Department may be done at the discretion of the Public Safety Director.

ARTICLE 22 - DUTIES OF EMPLOYEES

- 22.1** An employee may be required by the City to perform any of the duties described in his or her job description and any other necessary duties related to public safety.
- 22.2** Union and Employee Responsibility: The Union agrees that this Agreement is binding on each and every employee in the bargaining unit and that all bargaining unit employees, individually and collectively, accept full responsibility for carrying out all the provisions of this Agreement. The Union agrees that it will actively dissuade excessive absenteeism, sexual harassment, and other practices which may hamper the City's operation and that the Union will support the City's efforts to eliminate waste and inefficiency, to improve the quality of work and to promote harmonious relations between the City and employees. The Union agrees to make every effort to see that bargaining unit employees working under this Agreement obey all rules, instructions, and regulations prescribed by the City, which are not inconsistent with the terms of this Agreement.

ARTICLE 23 - WORK RULES

The City shall have the right to establish and post work rules regarding any matter, and to require employees to abide by such rules, so long as such rules are not inconsistent with any express provision of this Agreement. Policies and directives of the Department of Public Safety are to be provided to each employee prior to their implementation.

ARTICLE 24 - MERIT PRINCIPLES AND PERFORMANCE EVALUATIONS

24.1 The parties agree that it is their mutual intent to strengthen merit principles in the bargaining unit, to the end that public employees be selected, appointed, and promoted among the most qualified.

24.2 A. The parties agree that due to the nature of work responsibilities in the Department of Public Safety, more than one supervisor may have significant knowledge of individual employee performance levels. It is further agreed, that in the development of annual performance evaluations, an employee's current supervisor will seek input from other supervisors who may have had direct or indirect supervisory responsibilities for the employee receiving the evaluation.

B. Management will include specific examples which support the performance rating. Anecdotal files and/or notations, if they exist, which have been used to support the performance evaluation shall be destroyed at the end of the evaluation period. However, such anecdotal files or notations shall be retained under the following circumstances:

- (i) The anecdotal files and/or notations are relevant to other matters, such as grievance and/or administrative or criminal investigations, unrelated to the performance rating/evaluation itself; and,
- (ii) The anecdotal files and/or notations are associated with a performance rating which has resulted in a re-imposition or extension of a probationary period, or in a demotion for performance reasons.

ARTICLE 25 – CONCLUSION OF BARGAINING

During the negotiations resulting in this Agreement, the City and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Alaska Public Employment Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the city expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the City to bargain collectively, over all matters as to which the Public Employment Relations act imposes an obligation to bargain, whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed

between the City and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the City or the Union at the time this Agreement was negotiated and executed. As used in this section, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party. This Agreement contains the entire understanding, undertaking, and agreement of the City and the Union, after exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the City and the Union.

ARTICLE 26 - SUBSTANCE ABUSE TESTING

Except for the provisions of random drug testing, all employees covered under this agreement shall conform to the City's current substance abuse testing policies and procedures and any additional state and federal requirements.

ARTICLE 27 – MISCONDUCT INVESTIGATIONS

27.1 The Misconduct Investigations policy is the procedure used by the department to investigate complaints about employees. The Director of Public Safety will give serious consideration to recommendations, comments and suggestions by the Association concerning modifications to the Misconduct Investigations policy.

27.2 Misconduct Investigations may fall into one of three categories:

A. Conduct subject to criminal action only. If a member is under investigation for conduct that may subject the member to criminal prosecution, the investigation shall be handled the same as it would be for a member of the public.

B. Conduct subject to both criminal and administrative actions. If a member is under investigation for alleged conduct that may result in administrative action and criminal prosecution, the city shall not "merge" the criminal investigation and the administrative, 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.

C. Conduct subject to disciplinary or punitive action. If a member is under administrative investigation for conduct that may subject the member to administrative disciplinary or punitive action, the investigation will be conducted in accordance with the safeguards listed below. Except for Article 27.2 F-3(a), this Article shall not apply to non-disciplinary interviews and conference.

D. An employee under investigation may be placed on Administrative Leave with pay or, after notice and an opportunity to be heard, without pay. The department will make every effort to complete Misconduct Investigations within 90 days of the date of case initiation. Should a Misconduct Investigation take longer than 90 days, the employee under investigation shall be notified in writing of the reasons for the delay and provided with an estimated time of completion.

D. This Article does not compromise or in any way inhibit the Director of Public Safety's authority to add to, delete from or otherwise amend the UDPS Policy & Procedure Manual.

F. The following rights shall be preserved in the Misconduct Investigation policy:

1. Employees are entitled to a prompt notice of investigations into complaints concerning them, unless there is reasonable cause not to. The notice shall contain a synopsis of the complaint; and shall identify the complainant unless there is reasonable cause not to, 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.

2. 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 reasonable cause not to. The Director of Public Safety, at his or her discretion, may include the additional allegations in the current Misconduct Investigation, or open a new Misconduct Investigation. If the Association is involved in representing the Member under investigation, the Director or designee will notify the Association of the expanded scope of allegations.

3(a). If requested, members will be given consideration by management to be represented by the Association at non-disciplinary interviews and conference. Non-disciplinary interviews and conferences are defined as counseling, coaching, instruction, and guidance where no disciplinary documents will be placed in the members' personnel file.

(b.) If requested, members are entitled to be represented 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 members' personnel files.

(c.) Except in exigent circumstances, the Member will have up to twenty-four (24) hours to arrange Association representation if the member requests a local Association representation. Except in exigent circumstances, the Member will have up to seventy-two (72) hours to arrange Association representation if the member request an Association representative from the Anchorage office.

4. Questions asked during the interview of the Member subject to the Misconduct Investigation shall be confined to those matters related to the notice provided by the investigating officer.

5. Interviews with Members during the course of a Misconduct Investigation shall be recorded. An Association representative may ask questions of the subject Member at the conclusion of the interview. An Association representative may ask the investigator clarifying questions during the interview, but may not disrupt the interview process in anyway.

6. Misconduct Investigation files are confidential records maintained by the Director of Public Safety, to the extent consistent with public records laws.

7. Members are presumed innocent of misconduct allegations until evidence establishes proof of guilt.

8. All complaints will be maintained by the Director in confidential files, and only records that are sustained and result in discipline will be forwarded to the employee's personnel file.

9. The Member and/or the Association (with the Member's written approval) may review a completed Misconduct Investigation file by submitting a written request to the Director of Public Safety. In the case of investigations that do not result in discipline, 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.

10. Should the investigation result in discipline, the Member and/or the Association (with the Member's written approval) shall be provided with the entire contents of the completed Misconduct Investigation.

27.3 Disciplinary action shall be taken for cause, after a pre-disciplinary conference or hearing with the employee, except in the case of probationary or temporary employees which will be subject to provisions within Article 6 and Article 9.3.

27.4 This section is not intended to remove any rights guaranteed by law.

ARTICLE 28 - SEPARABILITY AND SAVING CLAUSE

In the event that any portion of this Agreement is found to be in conflict with any federal or state law, the balance of this Agreement shall remain in full force and effect. That portion found to be in conflict shall be subject to negotiation upon demand by either party.

ARTICLE 29 - PERSONNEL RULES

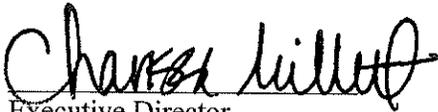
To the extent they are not inconsistent with the terms of this Agreement, the provisions of Title 3 of the Unalaska City Code in effect on the date of execution shall apply to all employees covered by this Agreement.

ARTICLE 30 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2021 and shall remain in force through June 30, 2024. Either party may open the Agreement by written notice given by certified or registered mail at least sixty, but not more than ninety days prior to the expiration. Terms and conditions of this Agreement may be amended or changed at any time during the term of the contract upon mutual written agreement by the parties.

Signed this 18th day of May 2021.

For the Union:


Executive Director

President

For the City:

City Manager

Public Safety Director

Fire Chief