

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KETCHIKAN, ALASKA

And

**THE PUBLIC SAFETY EMPLOYEES
ASSOCIATION**



Police Officers and Police Dispatchers

July 1, 2011, through June 30, 2012

Table of Content

ARTICLE 1—PURPOSE OF AGREEMENT	4
ARTICLE 2—RECOGNITION	4
ARTICLE 3—DEFINITIONS	4
Regular Employees	4
Full-time Employees	4
Part-time Employees	4
Temporary Employees.....	4
Probationary Employees	5
Sergeants.....	5
Chief of Police	5
ARTICLE 4—MANAGEMENT RIGHTS	5
ARTICLE 5—PERSONNEL RULES	6
ARTICLE 6—NO STRIKE - NO WORK STOPPAGE	6
ARTICLE 7—EMPLOYEE RIGHTS.....	6
ARTICLE 8—EMPLOYEE RECORDS.....	7
Location	7
Access	7
Employee Access.....	7
Association Access	8
Employee Notice.....	8
ARTICLE 9—GRIEVANCE AND ARBITRATION	8
Step I	8
Step II.	8
Step III.....	9
Step IV.	9
ARTICLE 10—UNION SECURITY AND REPRESENTATION	10
ARTICLE 11—ASSOCIATION LEAVE.....	11
Purpose	11
Employee Contributions.....	11
Payments From Bank	12
Non-refundable	12
Requests For Leave.....	12
Indemnification	12
ARTICLE 12—SAFETY	12
ARTICLE 13—SENIORITY	12
Bargaining Unit Seniority.....	12
Impact of Seniority	12
Termination of Seniority	12
Retention of Seniority Upon Promotion	13
Application of Seniority.....	13
Layoffs.....	13
ARTICLE 14—SALARIES	13
Police Officer Recruits	13

Repayment of Police Academy Tuition and Expenses.....	13
Corporal's Field Training Officer Pay	14
Investigations Division.....	14
Canine Handler's Pay	14
Standby Pay	14
Fit for Duty Pay.....	14
FTO Pay	14
Shift Differential	14
ARTICLE 15—HEALTH INSURANCE	15
ARTICLE 16—RETIREMENT	15
ARTICLE 17—WORKERS' COMPENSATION	15
Medical and Life Insurance.....	15
Leave	16
ARTICLE 18—VACATION BENEFITS.....	16
TIER II	16
ARTICLE 19—BEREAVEMENT LEAVE.....	16
ARTICLE 20—JURY DUTY.....	17
ARTICLE 21—MILITARY LEAVES OF ABSENCE	17
ARTICLE 22—UNIFORMS, PROPERTY, AND EQUIPMENT.....	17
Police Uniforms and Uniform Items.....	17
Uniform Allowance.....	18
Personal Handgun	18
Soft Body Armor	18
Replacement and Cleaning of Non-uniform Clothing.....	19
Wearing of Uniform.....	19
City's Property	19
ARTICLE 23—TRAINING AND ADVANCED EDUCATION	19
City Assigns Training.....	19
Employee Request	19
Prior Agreement	19
Repayment to Employer.....	19
Advanced Education.....	20
ARTICLE 24—TRAVEL REIMBURSEMENT	20
Travel Reimbursement.....	20
Meal Allowances	20
ARTICLE 25—SAVINGS CLAUSE	20
ARTICLE 26—AVAILABILITY OF PARTIES TO EACH OTHER	20
ARTICLE 27—ENTIRE AGREEMENT AND WAIVER OF BARGAINING.....	21
ARTICLE 28—PRINTING OF AGREEMENT.....	21
ARTICLE 29—DURATION OF AGREEMENT	22
APPENDIX A.....	23
Grades and Steps	23

**COLLECTIVE BARGAINING AGREEMENT
CITY OF KETCHIKAN, ALASKA**

THIS AGREEMENT is made and entered into by and between **THE CITY OF KETCHIKAN, ALASKA** (hereinafter referred to as the "City" or as the "Employer"), and **THE PUBLIC SAFETY EMPLOYEES ASSOCIATION** (hereinafter referred to as the "Association").

**ARTICLE 1
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to: promote harmonious and cooperative relations between the City (Employer) and the Public Safety Employees Association (Association); promote efficiency and economy in service to the people of Ketchikan; and to record those agreements between the City and the Association on matters of wages, hours, and other terms of employment.

**ARTICLE 2
RECOGNITION**

The City of Ketchikan recognizes the Public Safety Employees Association as the exclusive collective bargaining representative for the following bargaining unit:

All regular full-time police officers and dispatchers employed by the Ketchikan Police Department excluding: the Chief of Police; Deputy Chief; Lieutenants; Dispatch Supervisor; supervisory, confidential, temporary, part-time, and seasonal employees; employees employed under employment contracts; and volunteers.

Recognition of the Association is subject to the provisions of Chapter 2.06 of the Ketchikan Municipal Code and any amendments to that Code.

**ARTICLE 3
DEFINITIONS**

- A) Regular Employees Employees who have satisfactorily completed their new-hire probationary period.
- B) Full-time Employees Employees who are regularly scheduled to work forty (40) hours per week.
- C) Part-time Employees Employees who normally work less than forty (40) hours per week. Part-time employees are not covered by this Agreement.
- D) Temporary Employees: Employees who are not regularly scheduled and who work when work is available, or when hired to work at regular schedule during a specific period not to exceed six (6) months when additional work of any nature requires a temporarily augmented force, or who are hired in the event of an emergency or to relieve employees because of illness or to work during vacation periods. No regular full-time employee shall be laid off and replaced by a temporary employee. A classification shall not be filled with a temporary employee for more

than nine (9) months within a twelve (12) month period. Any temporary employee who is employed for six (6) consecutive months and then re-employed within thirty (30) days thereafter shall be considered an employee covered by this Agreement upon re-employment unless the Association agrees otherwise. The City will inform the Association when it has hired temporary employees to fill positions covered by this Agreement.

E) Probationary Employees For employees other than police officers, the probationary period shall be the first six (6) months of continuous employment that may be extended for an additional six (6) months, at the Chief of Police's discretion. For police officers, the probationary period shall be the first twelve (12) months of continuous employment that may be extended at the Chief of Police's discretion to the maximum time allowed by the Alaska Police Standards Council (APSC) regulations. The probationary period is a period of at will employment during which an employee is not covered by this Agreement except for leave, insurance, retirement, the City's Compensation Plan, and Association Security.

F) Sergeants A Sergeant is a bargaining unit member in this classification who has been promoted by the Chief of Police to the position of Sergeant. Although covered by this Agreement, Sergeants shall have full supervisory authority and responsibility as directed by the City and the City shall be the sole judge of their qualification, selection, performance, and removal. Removal shall not be for reasons that are solely arbitrary and capricious. Any grievance on the removal of a Sergeant will conclude at Step III of the grievance process and will not be subject to arbitration. The written response of the City Manager in Step III of the grievance process will be final.

G) Chief of Police. The term Chief of Police means the City's Director of Public Safety or, if there is no Director of Public Safety, its Chief of Police.

ARTICLE 4 MANAGEMENT RIGHTS

The Association recognizes the right of the City to operate and manage the City government and the Police Department, including but not limited, to the right to establish and require standards of behavior and performance; to maintain order and efficiency; to determine goals, objectives, and functions; to supervise, train, and direct employees; to determine job assignments and work schedules; to determine the materials and equipment to be used; to implement new operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type, and location of facilities; to introduce new or different services, products, methods, equipment, or facilities; to extend, limit, contract out, or to curtail the whole or any part of the Department; to select, hire, classify, assign, promote, transfer, discipline, demote, or discharge employees; to lay off and recall employees; to require overtime work of employees; and to promulgate and enforce rules, regulations, and personnel policies and procedures. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude Management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the City on a unilateral basis. Any claim that the City has exercised such rights and power in violation of the specific provisions of this Agreement may be submitted to the grievance procedure contained herein.

None of the rights stated in this Article will be exercised in violation of the specific provisions of this Agreement.

ARTICLE 5 PERSONNEL RULES

The City of Ketchikan, Personnel Rules, as amended on April 15, 2010, shall continue to apply to employees covered by this Agreement, except as and only to the extent expressly modified herein or amended hereafter by the City.

Where a specific provision of the Personnel Rules directly conflicts with a specific provision contained in a section of this Agreement, as it may apply to any employee covered by this Agreement, the provisions of this Agreement shall prevail.

The City reserves the right at any time to amend the Personnel Rules other than those which are specifically incorporated herein. At the Association's request, the City will meet to discuss amendments to the Personnel Rules.

ARTICLE 6 NO STRIKE – NO WORK STOPPAGE

The City and the Association agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Association shall not cause or condone, and the employees shall not engage in any work stoppage, strike, slowdown, or absenteeism, or any other interference with City functions and should same occur, the Association agrees to take appropriate steps to end such interference. Violation of this provision by any employee shall constitute just cause for termination of employment.

ARTICLE 7 EMPLOYEE RIGHTS

A) Internal Affairs Administrative Investigation

1. When the Department conducts an internal affairs administrative investigation, an employee may be required to submit to an interview or interviews. Such interview or interviews shall be recorded. Each interview shall last no more than four (4) hours and shall have a ten (10) minute break each one half (1/2) hour.

2. An employee shall be entitled to PSEA representation, selected by the PSEA, during an Internal Affairs Administrative Investigation. If an employee requests PSEA representation, three (3) day's notice shall be given to PSEA so that in-person attendance can be accomplished.

3. When the City determines that an Internal Affairs Administrative investigation has proceeded to the point where an employee will probably be disciplined, the employee may, at the employee's request, be accompanied by an Association representative in any further interviews. The Association representative may cross-examine the employee at the close of the-interview with the City having the right of re-

examination following the Association's questioning. At the close of the interview, the Association representative may make a statement on behalf of the employee. If the Association representative may be a potential witness to the incident(s) giving rise to the discipline or is the sergeant or corporal in command of the employee, another Association representative will be selected without delay.

B) The City will not demote, suspend, or discharge an employee for disciplinary reasons without just cause. The reassignment of an employee from the Sergeant positions, investigations, or special assignments (such as school officers, canine handler, etc.) to patrol or other assignment is not a demotion or disciplinary action even though it may involve a reduction in pay and other changes in hours and working conditions. Administrative suspensions with pay may be made with or without just cause.

C) The City may require employees to submit to polygraph and similar tests which measure truthfulness. The results of any such tests administered by persons selected by the City will be conclusive in any proceeding unless proven wrong by clear and convincing evidence. Polygraph tests administered by other persons will be inadmissible unless the operator and the procedure are approved by the City. If approved by the City, the test results shall be conclusive unless proven wrong by clear and convincing evidence. The City will consult with the Association before choosing a polygraph operator to perform a test on an employee or before approving the operator and procedure in a test administered by other parties. An employee who has taken the required polygraph or similar test may request a second test. The second test shall be administered by another operator selected by the City after consultation with the Association. Unless otherwise determined by the City after consultation with the Association, the second operator will ask the same questions asked at the first test. The costs of the second test will be paid by the City but the Association or employee will promptly reimburse the City for such costs.

ARTICLE 8 EMPLOYEE RECORDS

A) Location. Official personnel records shall not be removed from the Human Resources Office and all records must be reviewed in the presence of office staff. However, the employee may request and the city will provide copies of all materials in the employee's personnel file.

B) Access The "protected" information contained within an employee's personnel files shall be held confidential. Access to the file by any person outside the Human Resources Office shall require a record of that access and will be limited to persons who clearly have a need to know the information to perform their official duties with the City. Access to the file by anyone outside of the City shall be in accordance with applicable State and Federal laws, or as ordered by a court of competent jurisdiction.

C) Employee Access An employee shall have access to his/her personnel file and to all information contained within that file. The City may require a prior appointment. In those instances that a prior appointment is required, the City shall schedule the appointment for a time prior to close of business of the workday following the day of the request.

D) Association Access In the performance of its role as exclusive representative, the Association and its representatives, with written authorization of the employee, shall have access to unit employees' personnel files.

E) Employee Notice When the City receives a request for review of employee records from a governmental agency, or an order for inspection from a court or agency of competent jurisdiction, the Human Resources Office shall make a reasonable attempt to notify the relevant employee of the pending request or order.

ARTICLE 9 GRIEVANCE AND ARBITRATION

A) A grievance is an alleged breach of this Agreement. Oral warnings, written warnings, counseling, and letters of Correction or Instruction are not subject to the grievance procedure. However, an employee may submit a written response, which response shall be placed in the employee's personnel file.

B) All grievances shall be submitted in writing and shall contain at least the following information at the first step in the grievance procedure:

- 1) the name and job classification of the employee(s) who is(are) alleging the grievance;
- 2) the date of the alleged action or omission which led to the grievance;
- 3) a concise statement of the facts and arguments supporting the grievance;
- 4) a list of those Articles and Sections of the Collective Bargaining Agreement which are alleged to have been violated and an explanation of how each Article or Section has allegedly been violated;
- 5) the remedy sought and
- 6) the signature of the employee(s) or Association representative submitting the grievance.

Any grievance which fails to contain all of this information by the filing of Step III of the grievance procedure shall be deemed to have been waived. The parties may attempt to resolve their disputes informally, but regardless of any such attempts, grievances must be filed and submitted by the Association or the employee within the time limits set forth herein unless the parties agree to waive them.

C) Step I. An employee or the Association shall submit a grievance in writing to the employee's supervising lieutenant within ten (10) calendar days of the event which gave rise to the grievance. Within fourteen (14) calendar days, the lieutenant shall discuss the grievance with the grievant and provide a written response to the grievant and PSEA. If the grievance is an allegation based on an action of a department administrator other than the employee's supervising lieutenant, the Step I grievance will be submitted to that department administrator.

D) Step II. If the grievance is not resolved at Step I, the employee or the Association shall submit the grievance to the Chief of Police within ten (10) calendar days from the date of written response from the lieutenant or Department Administrator, as appropriate. Within fourteen (14)

calendar days, the Chief of Police shall provide a written response to the grievant and PSEA.

E) Step III. If the grievance is not resolved at Step II, the employee or the Association shall submit the grievance to the City Manager within ten (10) calendar days from the date of the written response of the Chief of Police. Within fourteen (14) calendar days, the City Manager shall provide a written response to the grievant and PSEA.

F) Step IV. If the grievance is not resolved at Step III, the Association or the employee may submit the grievance for arbitration by delivering a demand for arbitration to the City Manager within ten (10) calendar days from the date of the City Manager's written response. Within ten (10) calendar days from the date of the written demand for arbitration, the Association shall request the Federal Mediation and Conciliation Service to supply a list of thirteen (13) qualified arbitrators. The parties shall alternatively strike names from such list until the name of one arbitrator remains who shall be the arbitrator.

G) If the Association declines to arbitrate a grievance which an employee does not wish to see waived, the employee shall notify the City Manager and the Association in writing prior to the date on which the grievance becomes waived that he/she desires to proceed with the grievance at their own expense. The City Manager or his designee shall meet with the employee to determine a procedure for selection of and payment for an arbitrator or for presenting the grievance to the City's Personnel Board which shall then act as arbitrator. The Association will not be held fiscally liable for any arbitration costs associated with the grievant proceeding to arbitration. If no agreement can be reached, the grievance will be submitted to the Federal Mediation and Conciliation Service and an arbitrator selected as prescribed in Section (F).

H) The arbitrator's decision shall be final and binding subject, however, to appeal within the limitations of law and the limitations stated herein. The arbitrator's sole function is to interpret the Agreement. The arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement. The arbitrator shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The arbitrator shall not decide on the merit or wisdom of any action or failure to act, but only on the contractual obligation inherent in this Agreement. Unless a specific provision of this Agreement expressly grants the Association or employees a right, privilege, or benefit claimed by it or them, the arbitrator shall not award any such right, privilege, or benefit to the Association or employees.

Any dispute as to procedure shall be heard and decided by the arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further actions on the grievance or its subject matter, subject, however, to appeal within the limitation of law and limitations stated herein. Except for the fees and expenses of the arbitrator, all expenses shall be borne by the party incurring them. Neither party shall be responsible for the expenses of witnesses called by the other party or for other costs, expenses, or attorney fees incurred by the other side. The arbitrator's fees and expenses shall be assigned by the arbitrator to the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such fees and expenses shall be apportioned as in the arbitrator's judgment is equitable, except as may be otherwise

agreed to by the City under Section (G) of this Article. The arbitrator shall timely provide written findings of fact and conclusions.

If the arbitrator determines that an employee has been terminated or suspended in violation of this Agreement, then the arbitrator may re-instate the employee with or without back pay but under no circumstances shall the arbitrator award interest, punitive damages, or other relief, compensatory or otherwise in any arbitration. If back pay is awarded, an arbitrator may, but is not required to, award not more than lost wages (excluding overtime, call-in time, court time, and payments for special assignments held at the time of termination or suspension), uniform and cleaning allowance, credit for lost leave accruals, payment of PERS contributions, and reimbursement of the employee's payment of the City's share and COBRA premiums of the City's medical insurance premiums for the period that the employee was terminated or suspended. If an employee fails to maintain the City's group health insurance by failing to pay all of the City's share, the employee's share, and any additional COBRA premiums, the City shall not be obligated to reimburse or make any payment for medical costs or medical insurance during the period of termination or suspension. Any award of back pay shall deduct all unemployment compensation received by the employee, all increased earnings from other employment or self-employment during the suspension or termination, and all increased earnings from employment or self-employment which with reasonable effort an employee could have earned after the City Manager's response upholding a termination.

D) If an employee or the Association fails to process a grievance at any step within the time limits set forth above and the procedure is not waived by mutual written agreement, that grievance shall be deemed waived and such failure shall constitute a bar to any future actions on the grievance or its subject matter. The grievance shall automatically progress to the next step and not be deemed waived if the lieutenant, Chief of Police, or City Manager fail to timely discuss or respond to a grievance at any step in the procedure.

ARTICLE 10 UNION SECURITY AND REPRESENTATION

A) All employees covered by this Agreement shall become and remain members of the Association or shall pay the Association a service fee for their share of the costs of collective bargaining and administration of this Agreement. However, employees whose bona fide religious convictions preclude payment of union dues or service fees shall donate an amount equal to such service fees to a Southeast Alaska charitable organization chosen by the Association. The City shall deduct the dues or service fees, any voluntary Association Political Action Committee donations, and association leave from the pay of those employees who have presented the City with signed authorization for the deduction. The City shall forward such payments to the Association on a monthly basis. The City will not be held liable for deduction errors or for failure to deduct union dues and service fees. If the City fails to make any such deductions or makes any errors in the deductions, the sole remedy will be to increase or reduce the amount deducted from an employee's future deductions until the error or failure has been corrected.

B) On the written demand of the Association, any employee who is covered by this Agreement and who refuses to pay the dues, equitable service fees, or charitable contributions described in Section A will be terminated upon thirty (30) days notice, provided, however, that an employee who asserts that the service fee or charitable contribution does not equitably apportion the costs of collective bargaining and administration of this Agreement shall not be terminated

until the assertion has been finally resolved by a court having jurisdiction over the service fees determined by the court.

C) The Association will indemnify, defend, and hold harmless the City, its agents, insurers, and non-bargaining employees from any claim, termination, grievance, arbitration, or cause of action arising from or related to any act or omission under this Article.

D) The City shall provide space on one (1) existing bulletin board for the posting of Association notices.

E) The Association shall notify the City of the Association representative(s) authorized to speak for and commit the Association in all matters covered by this Agreement. The President of the Ketchikan Police Department Employees Association in conjunction with the Executive Director of PSEA shall be authorized to speak for and commit the Association in matters covered by this Agreement. The Association representatives shall be permitted to visit any site at which bargaining unit employees are working, provided visitation complies with security procedures and does not interfere with any employees' work.

F) A steward may be appointed to the Association from among the employees fully covered by this Agreement. The Association will promptly notify the Human Resources Manager and Police Chief in writing of such appointment and of the termination of such appointment.

ARTICLE 11 ASSOCIATION LEAVE

A) Purpose. There is hereby created an Association Leave Bank for the purposes of:

- 1) Reimbursing employees for wages lost while performing union business during the employee's normal work hours; and

No employee may receive payment from the Association Leave Bank under (1) above unless such payment has been authorized by the Association. Association business includes collective bargaining, grievance and arbitration proceedings, representation of employees, meetings with management, training, and Association meetings. 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) Employee Contributions. Upon completing their probationary periods, all new employees covered by this Agreement shall contribute the first four (4) hours of their accrued vacation 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 one (1) hour to eight (8) hours of vacation time to the Association Leave Bank. 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 City shall transfer the number of hours from each employee's accrued vacation. The transfer of vacation time under this section is not credited toward the minimum annual vacation leave which an employee must use or lose.

C) Payments From Bank Leave placed in the Association Leave Bank shall be given a cash value by multiplying the number of hours deducted from each employee's accrued vacation by that employee's hourly rate of pay. Employees receiving payments from the Association Leave Bank will be paid at their regular hourly rate of pay multiplied by the number of hours and fraction 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) Requests For Leave. Requests for Association Leave shall be made to the Chief of Police through the Association Executive Director or the President of the Ketchikan Police Department Employee's Association. The Chief of Police shall not unreasonably deny such requests. Excluding time actually spent in collective bargaining with the City, grievance and arbitration proceedings with the City, and representation of employees at meetings with City management, no employee other than an elected Union official, may receive more than five (5) days of Association Leave nor more than two (2) Association leaves per year. No more than three (3) members may take association leave at any one time.

F) Indemnification. The Association shall indemnify, defend, and hold harmless the City, 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 12 SAFETY

A) Effective safety practices are a concern of employees, Association representatives, and management personnel. As such, the parties to this Agreement are committed to the rapid and effective correction of any unsafe conditions, which may arise during the duration of the Agreement.

B) All work shall be executed in a safe and proper manner. The City and employees shall be responsible for carrying out safety practices. Any employee injured on the job, however slightly, must report the fact immediately to his/her supervisor or other responsible department official.

ARTICLE 13 SENIORITY

A) Bargaining Unit Seniority The employee having the longest term of unbroken service in a job classification represented by the Association shall be number one (1) on the seniority list within that job classification. All other employees shall be listed in descending order.

B) Impact of Seniority Seniority has no impact except as provided in this Agreement.

C) Termination of Seniority Seniority and employment shall be terminated upon:

- 1) resignation;
- 2) layoff for a period of one (1) year or more;
- 3) failure of the employee to report for duty within thirty (30) days after notification of a recall from layoff;
- 4) abandonment of position (failure to report within three [3] days of scheduled duty);
- 5) an employee leaving the premises or assigned duty after having said that he or she quits (or words to that effect); or
- 6) dismissal.

D) Retention of Seniority Upon Promotion An employee promoted or assigned to a position outside those job classifications represented by the Association who remains within the Police Department is entitled to a one-year (1-year) period of absence from the bargaining unit without loss of seniority. Seniority will accrue during the promoted or reassigned employee's one-year (1-year) period of promotion or assignment. After one (1) year, the promoted employee's seniority will terminate.

E) Application of Seniority It is recognized that the City has the sole and exclusive right to determine hours of work, develop work schedules, and assign employees to work schedules. The City will, however, give consideration to seniority within the job classification in making promotions from patrol police officers to patrol corporal provided that the skills and abilities of officers seeking that promotion are equal.

F) Layoffs Any layoffs shall be made in inverse order of seniority within a job classification provided, however, that ability and qualifications are considered equal by the City. The employee who would otherwise be laid off may at his/her option replace another employee with the lowest seniority within a lower compensated job classification selected by the City and within the collective bargaining unit, provided that the employee's ability and qualifications are considered equal by the City and further provided that police officers may not working in a lower compensated job classification. In determining ability and qualifications, the City may, among other things, consider special assignments (such as drugs, investigations, canine, and school assignments), investigations in progress, and other factors that would affect the City's ability to efficiently provide high quality service without additional training, interruption, or delay. The City Manager's decision shall not be reversed unless it is arbitrary or capricious.

ARTICLE 14 SALARIES

A) Employees covered by this Agreement shall be paid in accordance with their applicable pay grade and step as shown in Appendix A, a copy of which is attached hereto and incorporated as part of this Agreement.

B) Police Officer Recruits. Newly hired Police Officer Recruits shall be paid at Step A of the Police Officer grade shown in Appendix A and may progress through Step E as provided in the City's Compensation Plan upon satisfactory evaluations as described in the City's Compensation Plan. After Step E they may progress through the remaining steps in the same manner as provided in Appendix A for all other police officers.

C) Repayment of Police Academy Tuition and Expenses. Police Officer Recruits who resign within the first twelve (12) months after completing the Police Academy shall reimburse the City for all expenses, tuition, per diem payments, and airfare paid by the City related to their Police Academy training. The City is authorized and shall have the right to deduct and withhold part or all of such reimbursements from such employee's salary, vacation pay, or other amounts due the employee and may seek recovery of such reimbursements by any other legal means.

D) Corporal's Field Training Officer Pay During the time a corporal is actually working as a Field Training Officer for a new Police Officer Recruit, that corporal shall be paid an additional eight percent (8%) above their regular hourly rate. Nothing in this Agreement requires the City to assign Field Training Officer duties to a corporal.

E) Investigations Division. Police officers, sergeants, and corporals who the Chief of Police assigns to work in the Investigations Division on a regular basis shall be paid four percent (4%) above their Appendix A salary, provided, however, that regardless of how assigned, no more than four (4) employees at any time shall be paid the additional four percent (4%) unless the Chief of Police in his discretion decides to pay the four percent (4%) to other officers assigned to the Investigations Division.

F) Canine Handler's Pay. An officer who the Chief of Police assigns as canine handler shall be paid the officer's base hourly straight time for time spent feeding and maintaining the dog during the officer's off-duty hours. Training the dog during the officer's off-duty hours shall be paid at the appropriate salary rate.

G) Standby Pay Police officers, corporals, and sergeants on standby time shall receive one dollar and fifty cents (\$1.50) per hour while on standby. Standby time is a period of time in addition to normal work time during which an employee is not working but is directed by his/her supervisor to restrict activities and to immediately return to work upon being called. A police officer, corporal, or sergeant is not considered to be on standby status unless he/she has previously been specifically directed by their supervisor that he/she is on standby for a specific purpose. A police officer, corporal, or sergeant is not eligible for standby pay simply because of a general duty to report for work when called or a general duty to protect the public safety. Police officers, corporals, or sergeants on standby are not covered by the call back provisions of the Personnel Policies.

H) Fit for Duty Certificate Pay. All employees who successfully meet and continue to qualify for the Department's Fit for Duty Standard shall receive a payment of \$50.00 per month, such payment to be incorporated into the base compensation. Qualifications shall be conducted annually.

I) FTO Pay. Members assigned Field Training Officer duties shall receive an additional 8% above their Appendix A salary for each hour so worked in that capacity.

J) Shift Differential. A shift differential of five percent (5%) shall be paid for all hours worked from 4:00 p.m. to midnight and a shift differential of seven percent (7%) for all hours worked from midnight to 8:00 a.m.

k) Overtime. All hours in pay status for the work period will apply to the FLSA threshold for overtime.

ARTICLE 15 HEALTH INSURANCE

A) All employees shall participate in the Public Safety Employees Association (PSEA) group health insurance program. The City shall contribute for each employee one-thousand and one-hundred dollars (\$1,100.00) toward the monthly premium of the PSEA health insurance program:

All premium costs not paid by the City shall be paid by the employee by means of a payroll deduction

B) In the event that premiums for the PSEA group health insurance program are increased during the term of this Agreement, the City will pay half of any resulting increase in premium with each employee covered by this Agreement paying the other half.

The City and /or PSEA reserves the right to enter into negotiations regarding health insurance should a national health care plan be authorized by Federal law; provided that a sixty (60) day notice of intent be given.

If the City is required by law to adopt a national health care plan, the City will give the PSEA a sixty (60) day notice of the requirement to replace the PSEA group health insurance program with a national health insurance program.

C) The City shall reimburse police officers, corporals, and sergeants for the difference between available health and or industrial insurance benefits for the cost of repairing or replacing (at the City's option) eye ware damaged on the job provided that the damage was job related. The maximum payment by the City to any employee under this section shall not exceed \$200 during the term of this Agreement.

D) The City shall, upon request, reimburse members for the difference between available medical and/or industrial insurance benefits and the cost of one (1) physical examination every two (2) years provided, however, that the City's maximum payment for any physical examination shall not exceed \$200.

ARTICLE 16 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 City shall pay the employer's payment as mandated by the Alaska Public Employees Retirement System.

**ARTICLE 17
WORKERS' COMPENSATION**

A) Medical and Life Insurance Unless such employee is separated from employment with the City, an employee who is entitled to receive compensation benefits under the Alaska Workers' Compensation Act shall continue to have the City pay the employer's portion of such employee's group medical and life insurance premiums during the period the employee is unable to return to work, not to exceed six (6) months.

B) Leave A police officer, corporal, or sergeant who in the performance of his/her official duties receives a "line of duty injury" and who receives at least thirty (30) consecutive days of Workers' Compensation for that injury will be placed on Injury Leave. The police officer, corporal, or sergeant on Injury Leave will be paid at thirty-five percent (35%) of his/her regular Appendix A rate (excluding overtime or other premium pay) for up to twelve (12) consecutive months retroactive to the date of injury, provided that the police officer, corporal, or sergeant is unable to return to work and continues to receive Workers' Compensation for lost work. For purposes of this provision, a "line of duty injury" is an injury while being compensated by the City of Ketchikan and which is due to the criminal acts of another person while the officer is performing his/her duties as a police officer, corporal, or sergeant or which is incurred while operating or riding in an emergency vehicle which is clarified to mean that the emergency vehicle was operated within departmental rules. A police officer, corporal, or sergeant is not eligible for injury leave or pay under this section if: 1) the negligence or misconduct of the police officer, corporal, or sergeant was a substantial contributing factor to the injury; or 2) the police officer, corporal, or sergeant was under the influence of a drug or intoxicant at the time of the injury.

**ARTICLE 18
VACATION BENEFITS**

Upon the effective date of this Agreement, employees hired on or after May 1, 1992, will accrue vacation hours according to the following schedule:

<u>Years of Continuous Service as a Regular Full-time City Employee</u>	<u>Vacation Accrued Annually</u>
1 st year	10 working days
Starting 2 nd year	13 working days
Starting 3 rd year	15 working days
Starting 5 th year	20 working days
Starting 10 th year	23 working days
Starting 15 th year	26 working days
Starting 19 th year	29 working days
Starting 20 th year and thereafter	31 working days

**ARTICLE 19
BEREAVEMENT LEAVE**

When a death occurs to a member of an employee's family, the employee, at his/her request, may be granted a reasonable time off as funeral leave of absence. Such

time off shall be charged, at the employee's option, to his/her vacation account or sick leave account provided that use of sick leave shall be limited to five (5) days if the funeral is in Southeast Alaska and ten (10) days if the funeral is outside Southeast Alaska. Should the employee's vacation and sick leave accounts both be insufficient, the employee may be permitted a reasonable amount of time as funeral leave without pay.

In the event of death of an employee's parent, child, sibling, father-in-law, mother-in-law, grandparents or spouse, the first five (5) days of such leave shall be by the Employer without effect on the employee's sick leave account or vacation account.

**ARTICLE 20
JURY DUTY**

Employees who are covered by this Agreement and are called to serve on jury duty shall be compensated by the City for the difference between their jury duty or witness pay and their normal straight-time pay for work time lost due to jury duty. If the employee is temporarily or permanently excused from jury or witness duty, the employee shall promptly return to work.

**ARTICLE 21
MILITARY LEAVES OF ABSENCE**

Employees ordered to military duty will have rights and benefits set forth in Section 6.7 Military Leave of Absence in the City of Ketchikan Personnel rules

**ARTICLE 22
UNIFORMS, PROPERTY, AND EQUIPMENT**

A) Police Uniforms and Uniform Items The City will establish in a new employee's name, an interest-free credit account to facilitate the purchase of the following items. The employee may not exceed three thousand dollars (\$3,000.00) for initial purchases without the expressed written consent of the Chief of Police. The monthly uniform cleaning and replacement allowance will be applied to repay the City's extension of credit. Upon separation, the City has the authority to deduct any balance due from the employee's final paycheck.

<u>ITEM</u>	<u>Police Officers</u>	<u>Dispatch Employees</u>
Shirts, Long Sleeve	3	3
Shirts, Short Sleeve	3	
Trousers	3	3
Ties	3	3
Hat, Uniform	1	
Cap, Baseball Style	1	
Utility Jacket	1	
Rain Coat	1	
Coveralls	1	
Sam Browne Belt	1	
Belt, Uniform	1	1

<u>ITEM</u>	<u>Police Officers</u>	<u>Dispatch Employees</u>
Holster*	1*	
Magazine Holder*	1*	
Handcuffs	1	
Cuff Case	1	
Cuff Keys	2	
Baton With Holder	1	
Badge, Breast	1	
Badge, Hat	1	
Holder, Badge	1	
ID Card	1	1
Name Tag	2	1
Tie Bar or Tie Tack	1	1
Citation Holder	1	

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

B) The purchase of items not included in the above list may be approved by the Chief of Police or his designee and a repayment schedule will be established at that time. This may include, but is not limited to plainclothes purchases for special assignments such as officers assigned to investigations and officers assigned to school duties.

C) Uniform Allowance. Police Officers, corporals, and sergeants will be paid a uniform cleaning and replacement allowance of two hundred dollars (\$200.00) per month for their first year of employment and one hundred and seventy-five (\$175.00) per month thereafter. Dispatchers required to maintain a uniform will be paid an allowance of seventy-five dollars (\$75.00) per month. The allowance will be included with the paycheck for the pay period.

D) Personal Handgun. The City will provide newly appointed police officers, corporals, and sergeants with a handgun, holster, magazine, and magazine holder.

E) Soft Body Armor. Within ten (10) days of an employee's initial date of hire, the Employer will order for each newly appointed sworn officer a personally-fitted ballistic-resistant armor (vest) that meets National Institute of Justice (N.I.J.) Type III-A Classification Standards.

The Employer will replace issued body armor with new N.I.J. Type III-A armor at the end of the vest warrant, five (5) years from the initial date of issue, or by N.I.J. recommendations, whichever comes first. The Employer retains ownership of the armor.

No employee required to wear body armor shall be required to work a regular assignment for which that employee has been hired without adequately fitted and warranted armor.

F) Replacement and Cleaning of Non-uniform Clothing At the sole discretion of the Chief of Police, the City may reimburse an employee for repair costs or the replacement of non-departmental issued clothing soiled or damaged in the performance of assigned duties.

G) Wearing of Uniform Uniform items provided by the City and items which identify the individual as an employee shall be worn only with the permission of the Chief of Police, in the

performance of assigned job duties or when traveling directly from place of residence to work and traveling directly from work to place of residence.

H) City's Property Tools, equipment, and uniform items issued by the City remain the exclusive property of the City and shall be used only in the performance of assigned job duties. The employee shall reimburse the City at replacement value for any tools, equipment, or uniform items not returned to the City.

ARTICLE 23 TRAINING AND ADVANCED EDUCATION

A) City Assigns Training. The City shall determine when training is necessary. The City will make reasonable efforts to avoid scheduling an employee for training which conflicts with the employee's scheduled and authorized personal leave.

B) Employee Request. An employee who wants to attend a course, seminar, workshop, or other type of training and have the City reimburse the cost shall:

- 1) describe the training and how it relates to the employee's current position or a position within the Police Department to which the employee could be assigned;
- 2) state the total cost of the training and the amount proposed for reimbursement by the City; and
- 3) secure the written concurrence of the Chief of Police through the chain of command on the amount of reimbursement for satisfactory completion of the training.

The decision of the Chief of Police as to who attends training will be final.

C) Prior Agreement. A written agreement on reimbursement between the employee and the Chief of Police executed prior to the beginning of the training is required before any reimbursement may be made. Such agreement shall require satisfactory completion of the training as a condition of reimbursement.

D) Repayment to Employer. Expenses reimbursed for training under this Article shall be repaid to the City if the employee separates from employment as a result of their own action in less than twelve (12) months from the completion of the training. Employee further agrees that the City is hereby authorized and shall have the right to deduct and withhold from the employee's final check, or from any other amount due employee, such amount as may be necessary to repay the City. No claim will be made for more than two thousand four hundred dollars (\$2,400.00) for actual course costs including travel, but excluding food and lodging, and the claim will be reduced on a prorated basis of one-twelfth (1/12) of the cost being reduced each month until canceled in full. Each course shall constitute a new agreement.

E) Advanced Education: All employees shall receive educational incentive benefits as follows:

The employer shall pay the following pay increases for advanced education approved by the Chief of Police. This increase shall not apply to probationary employees. All amounts will

be calculated at the employee's base rate of pay.

An Intermediate Police Certificate issued by the Alaska Police Standards Council or Associate Degree shall be paid at four and one-half percent (4 ½%).

An Advanced Police Certificate issued by the Alaska Police Standards Council or Bachelors Degree shall be paid at seven percent (7%).

Percentage pay increases for advanced education as provided in this section will be at the highest percentage earned and will not be accumulative.

ARTICLE 24 TRAVEL REIMBURSEMENT

A) Travel Reimbursement. An employee required to travel out of the City of Ketchikan for business purposes overnight will be reimbursed for actual hotel cost plus a meal allowance on a trip-by-trip basis. The Chief of Police may authorize a travel advance not to exceed the total estimated travel reimbursement.

A) Meal Allowances. An employee who is in travel status will receive a flat rate sixty dollar (\$60) meal allowance for all days in travel status.

ARTICLE 25 SAVINGS CLAUSE

Should any Article, Section, or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted statute, ordinance, or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such Article, Section, or provision will not affect the remaining portions hereof and such other parts and provisions will remain in full force and effect. Upon the invalidation of any Article, Section, or provisions hereof, the parties will meet and negotiate for a successor Article, Section, or provision within thirty (30) days from the date the fact of such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

ARTICLE 26 AVAILABILITY OF PARTIES TO EACH OTHER

The parties agree that representatives of the Association and the City shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation or modification, and other matters of mutual concern. Both parties agree that an obligation exists to meet expeditiously and in good faith.

ARTICLE 27 ENTIRE AGREEMENT AND WAIVER OF BARGAINING

A) Any and all agreements, written and verbal, previously entered into by the parties hereto are in all things mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the City. The Association

shall be notified of changes in the City's written policies which affect bargaining unit employees.

B) The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively, even though a subject or matter may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 28 PRINTING OF AGREEMENT

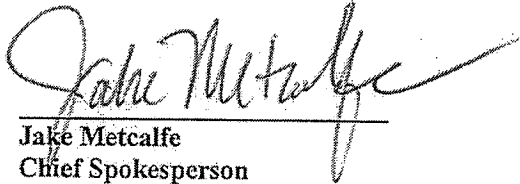
Within ninety (90) days after the final ratification of this Agreement, the parties agree that a City representative and an Association representative will meet and agree on the format, size, and specifications of the Agreement to be printed. The City shall be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost required for printing that number of copies, and the set-up charges will be paid equally by both parties.

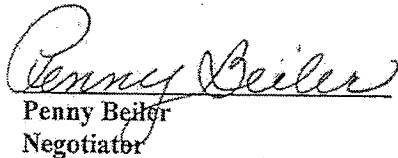
**ARTICLE 29
DURATION OF AGREEMENT**

- A) Effective Date. This Agreement shall become effective on July 1, 2011, and shall remain in effect through June 30, 2012. This Agreement may be extended by written agreement between the Association and the City.
- B) Renewal. Either party desiring to negotiate a successor Agreement shall notify the other party of those intentions between February 1, 2012, and February 28, 2012.
- C) If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon.

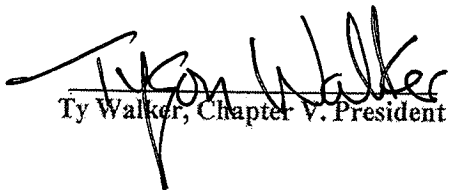
This Agreement is executed this ___1st___ day of ___July___, 2011 by the duly authorized agents and representatives of the parties hereto at Ketchikan, Alaska.

**FOR THE PUBLIC SAFETY
EMPLOYEES ASSOCIATION**

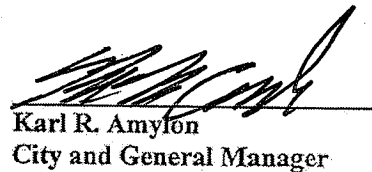

Jake Metcalfe
Chief Spokesperson

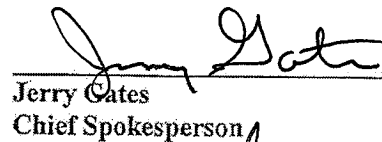

Penny Beiler
Negotiator

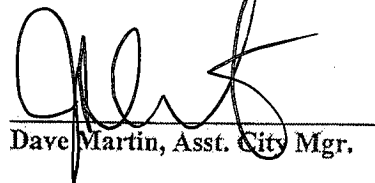

Andrew Berntson, Chapter President


Ty Walker, Chapter V. President

**FOR THE CITY OF
KETCHIKAN, ALASKA**


Karl R. Amylon
City and General Manager


Jerry Gates
Chief Spokesperson


Dave Martin, Asst. City Mgr.


Marie Miller, HR Manager

Appendix A

**Salary Table for PSEA
Represented Police Department Employees
Hourly Rates**

Effective July 1, 2011, through June 30, 2012

APPENDIX A
Salary Table for PSEA
Represented Police Department Employees
Hourly Rates

2% Effective 7/1/2011

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R
545	18.70	18.97	19.26	19.54	19.84	20.13	20.44	20.75	21.06	21.38	21.70	22.02	22.35	22.68	23.02	23.37	23.72	24.07
554	23.35	23.69	24.05	24.41	24.78	25.14	25.52	25.91	26.30	26.69	27.09	27.50	27.91	28.33	28.75	29.18	29.62	30.07
556	24.53	24.90	25.28	25.65	26.04	26.43	26.83	27.22	27.63	28.05	28.47	28.90	29.33	29.76	30.21	30.66	31.12	31.59
562	28.45	28.88	29.30	29.74	30.19	30.64	31.10	31.57	32.04	32.52	33.01	33.51	34.01	34.52	35.04	35.57	36.10	36.64

A) Grades and Steps. With the exception of police officer recruits, police officers, corporals, and sergeants hired at Step A will advance one (1) step every three (3) months for the first year until attaining Step E at the end of twelve (12) months, provided they receive satisfactory evaluations as described in the City's Compensation Plan. Police officers, corporals, and sergeants in Step E shall advance to Step F after six (6) months, provided they receive a satisfactory evaluation as described in the City's Compensation Plan. After six (6) months in Step F, police officers, corporals, and sergeants will move to Step G, provided they receive a satisfactory evaluation as described in the City's Compensation Plan. Police officers, corporals, and recruits in Step G or higher shall advance two (2) steps per year on their anniversary date until reaching Step R, provided they receive satisfactory evaluations as described in the City's Compensation Plan. No employee may advance from one step to another unless that employee has received a satisfactory evaluation as described in the City's Compensation Plan.