

By: Finance Department  
Introduced: November 22, 2021  
Public Hearing: December 13, 2021  
Adopted: December 13, 2021  
Yes: Brown, Graham, Harvey, Johnson, Sullivan-Leonard, Velock  
No: None  
Absent: None

**City of Wasilla  
Resolution Serial No. 21-27**

**A Resolution Of The Wasilla City Council Providing An Opportunity For Review And Public Comment Pursuant To Wasilla Municipal Code 3.90.085(C) On The Collective Bargaining Agreement Between The City Of Wasilla And The Wasilla Police Department Employees Association And Providing For The Wasilla Police Department Employees Association And The City Of Wasilla To Enter Into Negotiations For A New Contract And Authorizing The Administration To Begin Contract Negotiations.**

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WHEREAS, the City of Wasilla and the Wasilla Police Department Employees Association, through the Collective Bargaining Agreement process, entered into a three-year agreement for the period of July 1, 2019, through June 30, 2022; and

WHEREAS, the City of Wasilla has received notification from the Wasilla Police Department Employees Association to open the collective bargaining agreement and renegotiate its terms; and

WHEREAS, Wasilla Municipal Code (WMC) 3.90.085(C), requires that the City Council:

1. Hold a public meeting prior to collective bargaining negotiations; and
2. The meeting shall allow the Council to review the current contract and give the public and City employees an opportunity to comment regarding a new contract; and
3. The Council may make recommendations regarding goals of the new contract.

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council, consistent with WMC 3.90.085(C), will hold a public hearing on December 13, 2021, to review and discuss the current contract and the new contract with the Wasilla Police Department Employees Association.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Wasilla City Council authorizes the Administration to proceed with negotiations for a new contract with the Wasilla Police Department Employees Association consistent with WMC 3.90.085(C).

Effective Date. This resolution takes effect upon adoption.

ADOPTED by the Wasilla City Council on December 13, 2021.

  
\_\_\_\_\_  
Glenda D. Ledford, Mayor

ATTEST:

  
\_\_\_\_\_  
Jamie Newman, MMC, City Clerk


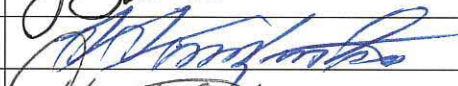



[SEAL]

**City of Wasilla  
Legislative Staff Report  
Resolution Serial No. 21-27**

**Providing An Opportunity For Review And Public Comment Pursuant To Wasilla Municipal Code 3.90.085(C) On The Collective Bargaining Agreement Between The City Of Wasilla And The Wasilla Police Department Employees Association And Providing For The Wasilla Police Department Employees Association And The City Of Wasilla To Enter Into Negotiations For A New Contract And Authorizing The Administration To Begin Contract Negotiations.**

Originator: Troy Tankersley, Finance Director  
Date: 11/10/2021

Agenda of: 11/22/2021

Route to:	Department Head	Signature	Date
X	Chief of Police		11/12/21
X	Finance Director		11-10-21
X	Deputy Administrator		11/10/21
X	City Clerk		11/12/2021
X	Mayor		11/10/21

**Fiscal Impact:**  yes or  no

**Account name/number:** N/A

**Attachments:** Resolution Serial No. 21-27 (2 pages)  
Collective Bargaining Agreement with WPDEA, dated July 1, 2019, through June 30, 2022 (58 pages)  
Fiscal Year 2022 Pay Ranges (1 page)

**Summary Statement:** On December 9, 2019, the Wasilla City Council adopted Resolution Serial No. 19-26 ratifying a three-year collective bargaining agreement between the City of Wasilla and the Wasilla Police Department Employees Association (WPDEA) dated July 1, 2019, through June 30, 2022.

The City has received notification from WPDEA regarding their interest in entering negotiations for a new contract.

Administration is requesting that Council introduce and set for public hearing the collective bargaining agreement between the City of Wasilla and WPDEA, ending June 30, 2022, and further request Administration to negotiate with WPDEA for a new contract for the period July 1, 2022, through June 30, 2025.

**Proposed Action:** Introduce and set the Resolution for public hearing.

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CITY OF WASILLA**

**WASILLA POLICE DEPARTMENT**

**MATCOM DISPATCH**

**And**

**WASILLA POLICE DEPARTMENT**

**EMPLOYEES ASSOCIATION**

**07/01/2019 – 06/30/2022**

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## **PREAMBLE**

This Agreement is made and entered into this first (1<sup>st</sup>) day of July 2019, by and between the City of Wasilla, Wasilla Police Department and MATCOM Dispatch ("City") and the Wasilla Police Department Employees Association ("Association").

## **SECTION 1**

### **PURPOSE OF THIS AGREEMENT**

This Agreement's purpose is to foster harmonious relations between the City, the employees, and the Association to create an equitable and peaceful grievance and arbitration procedure for the resolution of differences; to establish pay ratios, hours of work, and other terms and conditions of employment; and to ensure efficient and effective public service for the citizens of the City of Wasilla.

## **SECTION 2**

### **RECOGNITION AND BARGAINING UNIT**

The City of Wasilla hereby recognizes the Association as the exclusive bargaining representative for all employees of the Wasilla Police Department and MATCOM Dispatch, except and excluding, the Chief of Police, Deputy Chief of Police, Police Lieutenant(s), and MATCOM Manager, as determined by the Alaska Labor Relations Agency, Case No. 07-1917-RC and 07-1518-RC (consol.) and Case No. 18-727-RCRD.

## **SECTION 3**

### **ASSOCIATION SECURITY AND ACTIVITIES**

#### **A. Association Membership.**

All regular employees may become members of the Association.

#### **B. Dues Check Off.**

Upon receipt of a written authorization, signed by the employee, the City shall deduct from the employee's wages, the amount of dues, fees, assessments, or other charges authorized. The City will remit the amount deducted to the Association no later than the fifteenth (15<sup>th</sup>) day of the month following the month during which the employees' financial obligation to the Association accrued. The City will send to the Association the names of the employees from whose pay deductions were made in the remittance.

1. Monthly dues shall be divided into two monthly deductions
2. In months where there are three paychecks, the Association dues shall only be deducted from the first two paychecks in the month.
3. For new hires: if hired prior to the 15<sup>th</sup> of the month, the full dues amount is deducted over the first two paychecks. If hired after the 15<sup>th</sup> of the month, then one-half of the dues is taken for the first month, with the full dues amount being deducted going forward.

#### **C. Indemnification.**

The Association agrees that the City assumes no responsibility or liability in connection with the deduction of dues, fees, assessments, or other charges except that of remitting monies deducted as set forth in this Agreement. The Association agrees to indemnify, defend, and hold harmless the City from any and all claims made against the City arising from the City's deduction or withholding of dues, assessments, or other fees from the earnings as authorized by the employee.

### **E. Notification of Representatives.**

The Association President will provide written notification to the Mayor or designee and Chief of Police and MATCOM Manager of the Association's Executive Board members, shop stewards, and safety advisors.

### **F. Association Access to City Property**

Association representatives who are not City employees may visit employees at the Wasilla Police Department or MATCOM without prior notice or approval provided the Chief of Police or MATCOM Manager is notified of the visit. The Association representative will sign in upon arrival and will be escorted by a Wasilla Police Department or MATCOM Dispatch employee while on premises, if required by Department protocols and procedures to ensure security and confidentiality.

### **G. Association Representatives and Shop Stewards.**

1. The duties and activities of the Executive Board representatives and shop stewards will be limited to the handling, investigation, and settlement of grievances and complaints, and potential grievances and complaints, in accordance with the grievance procedure. Additional duties and activities may be assigned by the Association upon mutual agreement with the Chief of Police, MATCOM Manager, or designee.
2. As Executive Board representatives and shop stewards, the employees will be expected to continue to work in the same manner as all other employees and to comply with all Department protocols and procedures.
3. Whenever possible, Executive Board representatives and shop steward duties will be performed during off duty time.
  - i. When an employee needs to perform Executive Board representative and shop steward duties during working hours, the employee will give prior notification to the employee's immediate supervisor, and the Chief of Police, MATCOM Manager, or designee, via email. If performing Executive Board representative and shop steward duties during work time hinders the Department's operations or creates an unsafe situation, the employee will be asked to find another time to perform those duties.
  - ii. The City may require an employee to conduct Executive Board representative and shop steward duties either at the start or end of their regular shift. In such cases, the employee shall be paid at their straight time rate of pay.



4. Time spent performing Executive Board representative and shop steward duties during working hours will be noted on the employee's timecard and paid by the City at the applicable rate of pay. Time spent on shop steward duties during working hours will not be considered hours worked for overtime purposes. An employee conducting business with an Executive Board representative or shop steward will conduct the business in such a way that their duties will not cause overtime, unless initiated by the City and Weingarten applies.

5. Executive Board representatives and shop stewards shall not be subject to discipline for performing any of the duties within the scope of their authority consistent with this Section.

#### **H. Examination of Department Records for Contract Administration.**

The Association may request Department records regarding an employee's work and performance, other than the personnel/payroll files, by submitting a written request to the Chief of Police, MATCOM Manager, or designee. If the information may be disclosed to the Association, the City shall make available the records requested to the Association for review on site at the Department. After review, copies of such documents will be made available upon request by the Association.

#### **I. Bulletin Boards**

The Association shall have two (2) designated bulletin boards. Space for the board shall be provided by the City and will be located in an area easily accessible. Postings by the Association on such bulletin boards are confined to official business of the Association, and Association information for the members in the bargaining unit.

#### **J. Employee Roster**

The City agrees to furnish the Association quarterly with a roster of all employees working under the jurisdiction of the Association. This roster shall list each employee's date of hire, job classification, and seniority.

#### **K. New Hire Notification**

The City shall advise the Association in writing of all new police department employees, their date of hire, and job classification within seven (7) calendar days of employment.

#### **L. New Member Orientation**

Within the first thirty (30) calendar days of employment, the Association President, or designee, shall be allowed to meet with any new employees for up to one (1) hour to discuss matters pertaining to this agreement and Association representation. Such

meeting shall occur at the worksite. The meeting must be scheduled with the Chief of Police or MATCOM Manager in advance to allow for operation needs.

**M. Confidential and Sensitive Nature of Law Enforcement Work.**

The Association understands that it may have access in its role as the exclusive representative to confidential and sensitive information. The Association agrees that any such information obtained in its representation of the employees covered by this Agreement shall be maintained in confidence and protected from unauthorized disclosure to any third party, including bargaining unit members who do not have a need to know the information.

**N. Notice of Shop Stewards and Safety Advisors.** The Association will provide the City every January 1 with the list of Association representatives, shop stewards and safety advisors. This list shall be provided to the Chief or Police, MATCOM Manager, and Human Resources.

**O. Association Meetings**

The Association may schedule meetings on City property, upon approval of the Chief of Police, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Police Department or MATCOM Dispatch. Off-duty Association members attending Association meetings will not be paid by the City for their time attending such meetings.

**P. Contract Renewal.**

No more than four (4) members of the Association may attend contract negotiation and preparation meetings without loss in pay if occurring during the employee's regular work hours. Such members will be paid by the City at their regular straight-time rate of pay and may adjust their hours of works to ensure they are not subject to overtime. Any contract renewal meetings held outside the employee's regular work hours may be, at the Association's discretion, uncompensated or reimbursed to the City if paid.

## **SECTION 4**

### **MANAGEMENT RIGHTS**

**A.** Nothing in this Agreement is intended, or should be construed, to interfere with the prerogatives of the City, regardless of the frequency of exercise, to operate and manage the Police Department, MATCOM Dispatch, and its employees. The City reserves the following management rights, including but not limited to:

1. direct and evaluate employees and their work; determine job assignments and works schedules; require and assign overtime; determine the qualifications for each job; establish and maintain job descriptions;

2. assign bargaining unit work to supervisory or management personnel as needed by the City, so long as the practice does not violate this Agreement and is not done for the purpose of displacing any Association member;

3. determine the materials and equipment to be used; implement new and different operational methods and procedures; determine budget, staffing levels and requirements; determine the kind, type, and location of facilities; extend, limit, or curtail the whole or any part of the operation;

4. hire, classify, assign, promote, demote, and transfer employees; discipline or discharge employees for just cause; layoff and recall employees.; right to establish and require standards of performance;

5. regulate all activity conducted on City premises, on City time, in City vehicles, and regarding City equipment; maintain order and efficiency; and promulgate, amend, and enforce rules, regulations, policies, and procedures, including, but not limited to, Wasilla Police Department Policies and Standard Operating Procedures Manuals, MATCOM Dispatch Policies and Standard Operating Procedure Manuals, Wasilla Municipal Code and City of Wasilla Personnel Policies and Procedures.

The parties understand and agree that the City may exercise its reserved management rights so long as the City's actions are not in conflict or inconsistent with the provisions of this Agreement.

**B.** The parties understand that the City may subcontract where there is a temporary, specific project need in the Department(s), so long as such subcontracting will not reduce or eliminate existing bargaining unit work.

C. This Section does not constitute a waiver by the Association of any right to bargain concerning a mandatory subject of bargaining not within the scope of Section 4A or 4B, nor does this section constitute a waiver of the Association's right to bargain mandatorily negotiable impacts of management's exercise of its management rights. In the event the City desires to amend, modify, or change any of the existing conditions that are mandatory subjects of bargaining or permissive subjects that have a mandatory impact, the City will provide the Association President with written notice of the proposed change. The Association shall have fourteen (14) calendar days to assert bargaining rights; failure to do so shall constitute a waiver.

## **SECTION 5**

### **NON-DISCRIMINATION**

**A.** Both the City and the Association agree to comply with all applicable laws prohibiting discrimination. Neither the City nor the Association will discriminate against an employee based on race, gender, religion, national origin, color, age disability, or any other protected status under federal, state and local law. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**B. No Discrimination or Interference with Association Activities.**

1. No employee shall be discriminated against for upholding Association principles and any employee who follows the instructions of the Association, or who serves on a committee, shall not lose their position or be discriminated against for this reason. The Association shall not discourage any employee from carrying out their work assignment for the City.

2. The City agrees that it will not in any manner directly or indirectly, attempt to interfere between any of the employees covered under this Agreement and the Association, and that it will not in any manner, restrain or attempt to restrain any employee from belonging to the Association for from taking an active part in Association affairs, and that it will not discriminate against any employee because of the employee's Union association membership or lawful Association activity.

3. The City shall not discourage an employee from joining, forming, or assisting the Association. The City shall not encourage an employee to opt out of being a member of the Association, to opt out of paying dues, or to revoke authorization of the deduction of fees to the Association.

4. The City agrees that unless authorized by the employee or required by legal or tax authorities, it will not disclose the home address, mailing address, personal telephone number, personal cell phone number, or personal email address of any employee except to the Association.

5. Nothing in this Agreement prohibits the Association from requiring that a non-member pay for the charges or costs of a grievance or arbitration filed at the request of the non-member, or to otherwise charge the non-member of reasonable costs of representation unrelated to the negotiation of the collective bargaining agreement.

## **SECTION 6**

### **GRIEVANCE – ARBITRATION**

#### **A. Informal Resolution of Disputes.**

1. Both parties agree to use their best efforts to resolve matters informally through their chain of command without resorting to the grievance-arbitration procedure. Such informal methods shall involve the employee, the employee's immediate supervisor, and an Association shop steward. In some situations, it may also include the Chief of Police or MATCOM Manager and Association Representative.
2. Any resolution arrived at informally must be consistent with this Agreement and documented in writing. Copies of the resolution shall be provided to all parties.
3. In the event such informal methods do not resolve the grievance, the grievance shall be reduced to writing and processed in accordance with the steps set forth below in Section C.
4. Nothing in this Section changes the requirement for filing an initial grievance with fourteen (14) calendar days of the time the employee or the Association knew of the alleged violation, unless mutually agreed to otherwise in writing.

#### **B. Grievance Defined**

Grievance shall mean, and be limited to, disputes or differences between the City and the Association, or employees so represented with respect the interpretation or application of any specific provision of this Agreement.

#### **C. Grievance Requirements and Time Frames.**

1. In the event the dispute cannot be resolved informally, the grievance shall be reduced to writing within fourteen (14) calendar days of the time the employee or the Association knew of the alleged violation and submitted at Step One. In a discharge grievance, the grievance shall be reduced to writing within ten (10) calendar days and submitted at Step Three.
2. Failure of the Association to file a grievance according to the time frames shall constitute forfeiture of the grievance and precludes arbitration of its merits. If the

City fails to meet a time frame, the grievance may be filed by the Association at the next step.

3. The time requirements in the Section may be extended by mutual written agreement between the Association and the management representative responsible for the response at each step.

4. The grievance may be submitted by email, U.S. mail or on an Association approved grievance form and signed by the Association President, or designee. A grievance submitted by email does not require a signature.

5. Where a written submission is required by a certain date, the postmark or date of transmission shall be used to determine timeliness. Transmission and electronic receipt shall be used to determine timeliness.

6. At any point of the grievance-arbitration procedure, the City and the Association may reach a mutually agreed-upon solution, which will be documented in a Letter of Grievance Resolution.

#### **D. Grievance Steps**

**Step One.** The written grievance shall initially be submitted to the employee's immediate supervisor, outside of the bargaining unit, who shall have fourteen (14) calendar days from receipt of the written grievance to respond, in writing, to the Association.

**Step Two.** In the event that the grievance is not resolved at Step One, the Association shall have fourteen (14) calendar days to submit the grievance to the Chief of Police or MATCOM Manager, who shall respond to the grievance in writing within fourteen (14) calendar days from the receipt of the written grievance. Upon written request, the Association may meet to discuss the grievance with the Chief of Police or MATCOM Manager. If requested, the meeting will be held before the Chief of Police or MATCOM Manager responds in writing.

**Step Three.** In the event that the grievance is not resolved at Step Two, the Association shall have fourteen (14) calendar days to submit the grievance to the Mayor, or designee, who shall respond to the grievance, in writing within fourteen (14) calendar days from the receipt of the written grievance. Upon written request the Association may meet to discuss the grievance with the Mayor, or designee. Such a meeting is in the sole discretion of the Mayor, or designee and would be held before the Mayor, or designee, responds in writing.

**Step Four.** In the event that the grievance is not resolved at Step Three, the Association shall, within fourteen (14) calendar days, file a written request for arbitration to the Mayor, or designee.

#### **E. Arbitration.**

If a timely request for arbitration is submitted, the Association shall request from the Federal Mediation and Conciliation Service (FMCS) a list of eleven (11) names of arbitrators from Alaska, Washington, and Oregon. Within fourteen (14) calendar days after receipt of the list from the FMCS, the parties shall select an arbitrator by the striking method. The order for striking shall be determined by a toss of the coin. The Association Representative shall toss the coin and the Mayor's designee shall call out their choice. The Association shall notify the arbitrator of their selection with a copy to the City, and request hearing dates not later than ten (10) calendar days after the arbitrator has been selected. Within ten (10) calendar days after the receipt of the arbitrator's available dates, the parties shall mutually agree upon a date, time and location for the arbitration hearing.

#### **F. Authority of the Arbitrator**

1. The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration. The arbitrator shall endeavor to render a written decision and award within thirty (30) calendar days from the close of the hearing or the submission of briefs, whichever is later.
2. the arbitrator shall have no authority to add to, alter, delete, or modify any provision of this Agreement or issue any award on a matter not raised in the grievance files by the Association.
3. The decision of the arbitrator shall be final and binding on the parties.
4. The expenses of the arbitrator shall be borne by the losing party, unless allocated differently by the arbitrator. Other incidental arbitration costs shall be shared equally if agreed to in advance by both parties.
5. Each party shall bear its own costs of preparing for, and participating in, the arbitration.



## **SECTION 7**

### **NO STRIKE OR LOCKOUTS**

A. In consideration of the City's commitment as set forth herein, the Association, its officers, agents, representatives, stewards, members and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, condone, or threaten any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference without interruption of work at any of the City's operations. The failure or refusal on the part of any employee to comply with the foregoing provisions will be cause for immediate discipline, up to and including discharge. In consideration of the Association's commitment as set forth herein of this Agreement, the City will not lock out employees. Nothing herein will prevent either party from pursuing whatever remedies as may be available by law or equity.

## **SECTION 8**

### **DISCIPLINE – DISCHARGE**

#### **A. Just Cause**

The City retains the right to discipline and discharge an employee for just cause.

#### **B. Progressive Discipline**

1. When administering discipline, the City agrees to utilize the following levels of progressive discipline. However, the City reserves the right to issue the appropriate level of discipline, up to and including discharge, in any given situation, depending on the nature and severity of the offense.

1 <sup>st</sup>	Offense	Written Warning
2 <sup>nd</sup>	Offense	Written Reprimand
3 <sup>rd</sup>	Offense	Suspension Without Pay
4 <sup>th</sup>	Offense	Discharge

2. The parties agree that it is in the best interest of the City and the employee for disciplinary action to be taken in a timely manner. The City agrees to normally issue discipline within thirty (30) working days after the City becomes aware of an offense or incident. In the event the City cannot meet this requirement, because of the inability to complete an investigation related to the offense or incident, the City will notify the Association and advise the Association of the delay and expected date a final decision will be made regarding disciplinary action.

### **C. Association Notice**

A copy of the disciplinary action form shall be forwarded via certified U.S. mail, electronic mail, or by hand delivery to the Association on the same day it is issued to the employee, or the next business day if issued on a Saturday, Sunday, or recognized holiday. Copies of documentation supporting the disciplinary action shall be provided to the Association President or designee.

### **D. Record of Discipline Action**

1. A copy of the disciplinary action shall be filed in the employee's personnel file.
2. An employee may request a reprimand be removed from the employee's personnel file after twelve (12) months upon written request to the Chief of Police or MATCOM Manager. If there have been no further disciplinary actions of any type during the preceding twelve (12) month period, the Chief of Police or MATCOM Manager will remove the reprimand document. The City retains the document for six (6) years after the employment terminates, per current City of Wasilla retention schedule.
3. An employee may request that a suspension be removed from their personnel file after twenty-four (24) months upon written request to the Chief of Police or MATCOM Manager. The Chief of Police or MATCOM Manager may remove the disciplinary action at the Chief's or MATCOM Manager's discretion. If the Chief of Police or MATCOM Manager denies the employee's request the employee may appeal the Chief of Police's or MATCOM Manager's decision to the Mayor, whose decision shall be final. The disciplinary action is the property of the City and may not be destroyed for the length of service plus six (6) years or the current City retention schedule.
4. Any disciplinary action removed under this Section may not be relied on by the City or Association for future disciplinary actions or in any arbitration. "Removal" means removal from the personnel file in Human Resources and the Department working file. Notice of such removal shall be provided to the employee within thirty (30) days of a decision to remove the disciplinary notice.

#### **E. Administrative Leave Pending Investigation.**

When the City determines it necessary to remove an employee from work pending an investigation and before disciplinary action is taken, the employee shall be placed on paid administrative leave at the employee's regular rate of pay, pending the outcome of the investigation. There will be no presumption of wrongdoing.

#### **F. Evaluations Not Discipline**

The City and Association agree consistent and constructive feedback on job performance is integral to providing good public service by the Department. The parties understand that written evaluations shall be completed but will not be considered discipline and may not be grieved under Section 6, Grievance- Arbitration.

#### **G. Employee Acknowledgement of Discipline**

Employees will be asked to initial each disciplinary action. Initialing such disciplinary action shall be construed as an acknowledgement of receipt only and will not be considered an admission of guilt by an employee or an agreement by the employee with such discipline.

#### **H. Association Representation During Investigation**

1. Employees will be informed of their Weingarten rights (right to have an Association Representative present during an investigation interview that the employee reasonably believes may lead to disciplinary action).
2. If an employee chooses to waive the employee's right to Association representation at the interview, the employee and the interviewer shall sign a waiver.
3. Interviews under this Section shall be recorded and all parties involved in the interview will be made aware of the fact prior to such interview. A copy of the recording shall be provided to the other parties within three (3) working days after the interview, unless agreed to otherwise.

## **I. Due Process**

Before an employee may be suspended without pay, or discharged, and consistent with Loudermill, an employee will be given an opportunity to present information to the City before a final disciplinary decision is made. The employee's request for a Loudermill hearing must be in writing and delivered to the Mayor's office or designee within five (5) working days of receipt of notice of intent to discipline. The employee's failure to request a pre-discipline hearing within the time and manner provided shall be deemed a waiver of his or her right to a Loudermill hearing, in which case the discipline notice becomes final.

## **J. Indemnification of Employee in Civil Proceedings.**

In the event an employee is involved in a civil proceeding related to their employment with the City, the City shall indemnify the employee and provide legal representation, so long as the employee was acting within the scope of their job. If the employee chooses to have their own attorney represent them, the City will not pay the cost of legal representation under this Section.

## **K. Deferred Investigation Pending Outcome of Criminal Investigation**

In the event an employee is charged with a crime the City agrees it will not conduct an internal investigation for disciplinary purposes until the final outcome of the criminal proceedings. However, employees who are on duty shall be advised of their right to have an Association representative present during any questioning related to the potential criminal matter.

## **L. Internal Investigation Representation.**

The City acknowledges that the Association is the exclusive representative of the employees covered by this Agreement. However, if the Association decides to supplement, extend, or assign representation responsibilities to an Association attorney, the City will acknowledge such attorney as an agent of the Association for representation purposes during any internal investigation or Loudermill hearing, so long as the Association notifies the City, in writing of such assignment.

## **M. Bill of Rights**

Employees working under this agreement shall always be treated with dignity and respect in a professional manner and tone. To ensure the rights of employees under this Agreement are not violated, the City and the Association agree to the following:

1. When communicating by email or phone the Department and its representatives shall provide a prompt response within the supervisor's next two working days, to an employee's inquiry and address any/all questions and/or concerns brought forward by the employee.
2. All time off requests will receive a prompt response. If time off is pending, a follow up email will be sent to the employee no later than forty-eight (48) hours after the pending notification. If time off is denied, an explanation for the reason why will be provided to the employee.
3. Employees will not be coerced, intimidated, or suffer any reprisals, either directly or indirectly that may adversely affect wages, hours, promotions, or other working conditions as a result of the exercise of rights under this Agreement.
4. Workplace aggression, bullying, and harassment as identified by law, code, and/or policy will not be tolerated. Complaints of workplace aggression, bullying and harassment of any type will immediately be investigated by the Chief of Police or MATCOM Manager with all parties involved being interviewed.
5. In the event an employee is under investigation, all interviews shall take place when the employee is on duty or at a reasonable hour upon his return to work. In the event an interview takes place when the employee is off duty the employee will be paid at the appropriate rate.
6. No employee shall be required to submit to an interview in a disciplinary proceeding unless the employee is afforded the opportunity of having an Association Representative or its designee present.
7. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty.
8. Internal investigation files may be used for department training provided the City has first redacted and removed all names and other identifying information protecting the parties involved.
9. Except where obligated by law or required by government agency, or with prior written consent of the affected employee, the City will not release information which is not otherwise a public record from an employee's personnel file to any third party not associated with or acting on behalf of the City. Where release is required by law or subpoena, the City will make a reasonable effort, including email, to notify the employee prior to release of the information.

## SECTION 9

### PROBATIONARY PERIODS

**A. New Hire Probationary Period.** All new employees shall serve an initial probationary period of six (6) months for non-sworn positions and twelve (12) months for sworn position. If an initial probationary employee takes time off or an approved leave of absence greater than forty (40) hours, the employee will be required to serve an additional number of hours equivalent to the period of time off or leave to complete the employee's initial probationary period. Employees shall not be prevented from taking PTO during probation provided the employee has accrued sufficient PTO for the time off request. Upon satisfactory completion of the initial probationary period, employees shall be known as regular employees.

1. **MATCOM.** Upon completion of the CTO program, all new hire employees will continue to serve probation for a period of three (3) months to evaluate the employee's overall job performance after completing CTO. Under no circumstance will a non-sworn employee under this section serve less than six (6) months' probation.
2. **Sworn Positions.** Upon completion of the FTO program, all new hire employees will continue to serve probation for a period of six (6) months to evaluate the employee's overall job performance after completing FTO. Under no circumstances will a sworn employee under this section serve less than twelve (12) months' probation.
3. New hire employees will not take PTO if currently in the FTO or CTO program, unless the employee is experiencing an emergency and only at the approval of the Chief of Police or MATCOM Manager.
4. Upon an employee's satisfactory completion of the probationary periods and requirements for PO I or Dispatcher Trainee and upon the employee's appointment to PO II or Dispatcher, the employee will not serve an additional probationary period in the PO II or Dispatcher classifications.

### **B. Probationary Period for Transfer or Promotions**

1. Non-Sworn employees who have completed their probationary period and are promoted or transferred to a sworn position, shall serve a twelve (12) month probationary period in the new sworn position.

2. **Transfer.** Regular employees who transfer to a classification that is equal to their current Grade will be required to serve a new probationary period of ninety (90) days to evaluate the employee's overall job performance in the new position.
3. **Promotion.** Promotion under this Agreement is a move from Dispatch to Dispatch Supervisor, Police Officer II to Investigator or Sergeant, Investigator to Sergeant. All moved will be required to serve a promotional probationary period of six (6) months to evaluate the employee's overall job performance in the new position.
4. If the employee's documented performance in the new position is unsatisfactory in accordance with established department regulations and protocol, the employee may,
  - a. Return to their previous position, if vacant;
  - b. Assume another vacant position, so long as the employee is qualified for that position, or;
  - c. Occupy a spot on the layoff roster.
5. A promoted or transferred employee shall retain all rights under this Agreement during and after probationary period under this Section, unless otherwise noted in this Agreement.

**C. No Probationary Period for Demoted Employees.** An employee who accepts a different position at a lower pay grade shall not serve another probationary period, so long as the employee had completed the initial probationary period in the job classification to which the employee returns.

**D. Probationary Period Extensions.** Probationary periods may be extended up to three (3) months for non-sworn and up to six (6) months for sworn employees. As soon as the City becomes aware a probationary period extension would be beneficial for the City and employee, the City will provide such notice to the Association and the employee, in writing, including the reasons for extension.

**E. The City may assign new-hire probationary employees to any vacant, unmanned shift after the bid process for that shift opening has been bid, but not filled in accordance with this Agreement. The assignment of a new hire probationary employee shall not bump or negatively impact or alter a regular employee's bid shift.**

## SECTION 10

### SENIORITY

**A. Seniority Defined.** There are three (3) types of seniority under this Agreement. Each employee shall have a seniority date in each category listed below which may be different. The employee having the longest term of service shall be number (1) on the named seniority list, and all other employees shall be listed accordingly.

1. Job Classification seniority means the length of unbroken service in the employee's current job classification within the Department. The seniority date shall be the first day worked in a given classification. Police Officers I and II shall constitute the same job classification for purposes of this Section.
2. Department seniority means the length of unbroken service in the Department. The seniority date shall be the date the employee began working at the Department, regardless of their job classification.
3. City seniority means the length of unbroken service for the City. The seniority date is the hire date with the City, regardless of department.
4. For resolution matters where seniority is used as a determining factor in this Agreement, and when such employees' possess the same date, the determination of which employee is ranked higher is as follows:
  - a. Employees possessing the same job classification shall revert to department seniority.
  - b. Employees possessing the same Department seniority shall revert to City seniority; and,
  - c. For current employees possessing the same City seniority, such employees shall remain listed in the order prior to June 1, 2012. For employees hired after June 1, 2012, the order of listing shall revert to the employee who possess the highest last four digits of their social security number.

### **B. Layoffs and Recall**

1. Layoffs shall be by Department seniority, with the least senior employee laid off, and proceeding in inverse order up the seniority list.



## **2. Notice:**

- a. The Chief of Police or MATCOM Manager shall give written general notice to the employees and the Association of any proposed layoff(s). Such notice shall state the reasons for the layoff and shall be sent to the Association via U.S. mail at least four (4) weeks before the effective date of layoff.
  - b. An employee who is to be laid off shall be given a two (2) weeks written specific notice prior to layoff. If for any reason this is not possible, two (2) weeks' severance pay shall be given to the employee in lieu of notice.
3. An employee on laid off status shall be eligible for recall for future openings in the job classification from which the employee was laid off. Employees are responsible to provide to the City, while on layoff, their current local address and telephone number for recall purposes. If a former employee fails to respond to a notice of recall opportunity within ten (10) days from receipt of mailing of the notice of recall, or declines the recall, all rights to recall are relinquished.
  4. If vacancies in a job classification occur after a layoff, employees who were laid off from that job classification will be recalled in inverse order of layoff.
  5. Laid off employees may reject a temporary or seasonal position or assignment without losing recall rights from layoff.
  6. Recall rights terminate after twelve (12) months following the employee's layoff.

## **C. Promotions.**

1. When a promotion becomes available within the Department, the Chief of Police or MATCOM Manager will author an email to the Department employees to determine those interested in promoting with a copy to the Association President for their records. The Department shall use a commercial standard written exam and Oral Board unless otherwise addressed in this Agreement to provide candidate evaluations for promotion. The Oral Board shall include a minimum of one (1) Association member from or to the classification a candidate is promoting to.
2. The Chief of Police or MATCOM Manager shall consider the candidates' written exam score if applicable, Oral Board evaluations, work performance, department seniority, and may also consider education, experience, and training when making

decisions regarding promotions. In the event the candidates are equally qualified, department seniority shall be the tiebreaker.

- a. In the event a written exam score is applicable to the specific promotion, there will be a known and predetermined pass score of seventy-five percent (75%) pass/fail for the initial test determining if the applicant will continue through the promotional process. Once a promotion test is passed, the applicant will not be required to retest for that classification tested for.
3. Candidates for Investigator and Dispatch Supervisor are not required to take a written exam for promotions.
4. Dispatch Supervisor and Investigator applicants shall appear before an Oral Board with the recommendation to the MATCOM Manager or Chief of Police.
5. The Chief of Police will consider all items listed above in Section C (2), for Investigator applicants in addition to the following: history of past investigations and history of self-initiated work.
6. Sergeant Exams. After determining the individuals qualified for advancement, the appropriate number of reference materials books will be ordered. The Department shall use a commercial standard written exam. From the date the reference material arrives at the Police Department and is distributed to candidates, the candidates will have a minimum of forty-four (44) calendar days to prepare for the written exam. For any exam being offered, any candidate choosing to take the test will sit for the written exam at the same time and place. Reference materials must be returned prior to sitting for the exam.
7. Job Classifications which are considered promotions in this Section are Investigator, Sergeant, and Dispatch Supervisor. These classifications shall be filled by promotion only and hired exclusively from within the Department.
  - a. In the event the City secures a contract expanding MATCOM dispatch's responsibilities, the initial placement for additional Dispatch Supervisors to facilitate the new contracted work shall be subject to the discretion of the MATCOM Manager.

**D. Job Classification Seniority Protected.**

1. Job Classification seniority in the employee's former job classification shall be preserved if, within six (6) months of the date of promotion to a position within or outside the bargaining unit, the employee returns to his or her former position.
2. In the event an employee requests a demotion to a classification previously held, the employee shall be entitled to his or her seniority date established in the lower classification. Any employee requesting a demotion shall forfeit any accrued seniority in the higher classification.
3. If an employee is demoted for disciplinary reasons from one classification to a lesser classification, the classification date of the new classification commences on the day of the demotion. This applies to an employee who has been in a higher classification for more than one (1) year (365 days) within the bargaining unit.
4. Demotion Pay. Employees shall demote to the appropriate grade for the classification at the step on the pay scale that is closest to, but not exceeding a five (5%) deduction in pay in the higher classification.

**E. Termination of Seniority.** All seniority identified in Section 10 above shall be terminated by the following conditions:

1. Discharge for just cause;
2. Layoff of twelve (12) months' duration;
3. Resignation or retirement;
4. Failure to respond to, or accept, notice of recall;
5. Failure to return to work after an authorized leave without pay for non-job-related injury or illness for a period of six (6) months;
6. Failure to return to work after an absence due to a job-related injury as outlined below:
  - a. The City recognizes the physical hardship that may occur when an employee sustains an on-the-job injury. Employees shall not suffer a loss of seniority and re-employment opportunities for a period of up to twenty-four (24) months after the on-the-job injury, determined as follows:
  - b. Non-Sworn employees shall receive six (6) months of protection.

- c. Sworn employees (including Code Compliance Officer) shall receive twenty-four (24) months of protection.
  - ii. First Period. During the six (6) months of protection for Non-Sworn employees and the first (1<sup>st</sup>) twelve (12) months of protection of Sworn employees after an injury, seniority shall continue to accrue and the City will hold the employee's position open for the employee's return (though the position may be filled on a temporary basis during the interim). If the employee is released to work during this period without restrictions or with restrictions which can be reasonably accommodated in that position, the employee will be returned to his or her former position at that time;
  - iii. Second Period. If a Sworn employee is unable to return to work during the first period, his/her seniority shall continue to accrue for an additional twelve (12) months. During this second period, the employee will not receive a step increase. If the employee is released to work during this period, the employee shall have priority to fill any open and available position for which the employee is qualified and able to perform with, or without, reasonable accommodation.
    - 1. If an employee is unable to return to work after the maximum months of protection outlined above, the employee will lose all seniority in accordance with this Section and shall, thereafter, have no preferential rehire rights under this Article.

**F. Seniority Lists.** The seniority lists shall be posted on or before January 15, April 15, July 15, and October 15. In the event there is a proposed layoff or open position for promotion, the list shall be updated and posted not later than four (4) weeks before the effective date of the layoff or the opening of the vacant position. Copies of seniority lists posted and updated shall be sent to the Association via U.S. Mail.

**G. Job assignments** shall be made based on qualification. Qualifications being equal, job assignments shall be made on the basis of job classification seniority.

## SECTION 11

### HOURS OF WORK, OVERTIME, AND PREMIUM PAY

**A. Productivity.** The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. The issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both the City and the Association. The Association recognizes that the establishment of such productivity standards and improvements is the right and obligation of management. It is further recognized that the Association has the right to be informed of the implementation of productivity standards. Work procedures, schedules, and assignments, or any other means of increasing productivity, may be established and/or revised from time to time at the discretion of the City, so as long as procedures, schedules, assignments, or other means of increasing productivity do not violate this Agreement.

#### **B. Workweek**

1. The workweek shall consist of either five (5) consecutive days of eight (8) hours per day or four (4) consecutive days of ten (10) hours per day.

The Chief of Police or MATCOM Manger may substitute the five/eight or four/ten work week with one of the approved twelve (12) hour shift schedule per this section upon a fourteen (14) day advance notice to the Association. The twelve (12) hour shift schedule shall be as follows:

##### **a. MATCOM.**

**i. MATCOM 12/6 Schedule:** A four (4) consecutive day forty-two (42) hour shift model that consists of forty (40) hours regular time and two (2) hours overtime pay per week. This twelve (12) hour shift model shall consist of three (3) workdays of twelve (12) hour shifts and one (1) day of a six (6) hour shifts followed by three (3) consecutive days off.

**ii. MATCOM 12/8 Schedule:** A three twelves/one eight (3-12s/1-8) schedule, which consists of twelve (12) hour shifts during three (3) consecutive twenty-four (24) hour periods in one week, and twelve (12) hour shifts during three (3) consecutive twenty-four (24) hour periods and one eight (8) hour shift during the other week, for a total of 80 scheduled hours in one pay period. For example, the schedule for payroll period would be 12, 12, 12, RDO, RDO, RDO, RDO, 12, 12, 12, 8, RDO, RDO, RDO. This shift model consists of a payroll period containing a thirty-six (36) hour regular time work week and a forty-four (44) hour work week that has forty (40) hours regular time and four (4) hours overtime.

iii. The agreement includes maintaining the scheduling ability to intermingle the 5-8's, 4-10's and 12-hour shift model together.

iv. Those employees working any form of 12's shall be paid or allowed to bank 12 hours for each holiday listed in accordance with Section 21 of the Agreement.

v. For those working 12-hour shifts, night shift differential shall be applied to any 12-hour shift beginning at or after 1800 hrs.

vi. If PTO is requested, a total of 12 hours shall be deducted from an employee's PTO bank for each 12-hour day of PTO. For PTO requests for leave from an 8-hour shift, 10-hour shift, or of less than a full day, proportionate time shall be deducted from the employee's PTO bank. PTO taken during a 36-hour week will not be subject to more than 36-hours of PTO deducted in this week.

vii. If an employee is interrupted and ordered to return to work during their lunch break, the affected employee shall be paid a total of thirty (30) minutes at the rate of one and one half (1 ½) times the employee's hourly rate of pay.

**b. PATROL 12-Hour Shift Schedule.** A fourteen (14) consecutive day eighty-four (84) hour shift model. This shift model is a two (2) week payroll period that consist of the following consecutive days: four (4) consecutive days of twelve (12) hour shifts followed by three (3) consecutive days off, followed by three (3) consecutive days of twelve (12) hour shifts, followed by four (4) consecutive days off. For example, the schedule for a payroll period would be: 12, 12, 12, 12, off, off, off, 12, 12, 12, off, off, off.

i. Bidding. If the Department elects to substitute the five/eight or four/ten shift schedule listed in Section 11 and the shift schedule is done outside of the normal bid procedure in this Agreement, the City shall provide fourteen (14) days' notice to the Association of the planned change. A copy of the shift change shall be provided to the Association and posted. Once the change has been posted, the first (1<sup>st</sup>) seven (7) calendar days shall be the designated bid period in accordance with this Agreement. Upon close of the bid process, a copy of the finalized bids shall be posted and provided to the Association.

ii. Shifts will be designated a Day Shift and a Grave Shift. Shift change shall be set for a time designated between the hours of 6:00am and 8:00am and determined by the Chief of Police.

- iii. Employees working Graves shall receive seven percent (7%) shift premium.
  - iv. Employees shall be paid or allowed to bank twelve (12) hours for each holiday listed in Section 21 of the Agreement.
  - v. If PTO is requested, a total of twelve (12) hours shall be deducted from an employee's PTO bank. For PTO requests for leave from less than a full day, proportionate time shall be deducted from the employee's PTO bank
2. Flex Schedules. The use of flex schedules shall be limited to the following Job Classification: Investigations, Code Compliance, employees assigned to special assignments and Mat-Su Youth Court. The flex schedule must show a benefit to the employee, the Police Department, MATCOM Dispatch, and/or the City. The specifics of a flex schedule shall be coordinated between the effected employee and the Chief of Police or MATCOM Manager with final approval from the Mayor. The City shall provide written notice to the Association regarding the specifics of said Flex Schedule.
3. Flex Schedule Core Hours. The core hours will not be less than three (3) hours and not more than five (5) hours per working day. The schedule will indicate the sleep hours of eight (8) hours of uninterrupted sleep between each block of on-duty time that exceeds eight (8) hours. The shift core hours shall indicate the rate of pay, Day, Swing, or Grave shift differentials as set forth in Section 11.

**E. Days Off.**

- 1. All employees scheduled to work four (4) consecutive days at ten (10) hours per day shall be allowed three (3) consecutive days off.
- 2. All employees scheduled to work five (5) consecutive days at eight (8) hours per day shall receive two (2) consecutive days off.
- 3. Any work performed on scheduled days off shall be paid at the applicable rate of pay, as defined in accordance with this agreement.

**D. Lunch Breaks.** A paid lunch period of not less than thirty (30) minutes shall be allowed approximately midway during each shift. Employees shall be eligible for another lunch break of not less than thirty (30) minutes if the employee worked more than two (2) hours past their regular shift. Lunch periods shall be considered as time worked and paid at the applicable rate.

**E. Relief Period.** All employees shall be allowed one (1) relief period not to exceed fifteen (15) minutes in duration during the first (1<sup>st</sup>) half of the shift and fifteen (15) minutes during the second (2<sup>nd</sup>) half of the shift.

## F. Overtime

1. All work in excess of eight (8) hours per day for those working five-eighths ("5-8's") or in excess of ten (10) hours per day for those working four-tens ("4-10's"), or forty (40) hours in one work week shall be paid for at the overtime rate of pay. In addition, all work in excess of twelve (12) hours per day, for those working twelve hours shifts, will be paid at the overtime rate of pay. Employees who work on their RDO and/or PTO shall be paid overtime for all hours worked at their applicable overtime rate including shift premiums, if applicable.
2. When additional work beyond the employee's regular shift and duties is available due to a grant or a request for patrol services, such work opportunities shall be posted. Employees qualified to perform the work shall be allowed to indicate their interest and such work shall be equally divided among those indicating interest. Work, as defined in this Section that occurs after the posting interval because of absences or unavailability of the employees who indicate their interest, shall be filled in accordance with below.
3. If an immediate overtime opportunity becomes available (less than two (2) hours' notice), employees currently on-duty will be given the first opportunity to work that overtime, not to exceed two (2) hours. All future overtime shall be first offered to the most senior qualified employee and given to the most senior qualified employee interested in working the overtime. In the event no employee is interested in the overtime, the overtime shall be assigned to the least senior qualified employee.
4. If overtime is available for special assignments, a measure of productivity must be achieved as specified by the granting agency or as directed by the Chief of Police. If productivity is determined to be lacking, a reason in writing will be required. If it is determined an employee has failed to meet the known standard of productivity, the eligibility for grant overtime may be suspended for the following calendar month.
5. When an employee bids and is awarded overtime, a supervisor will notify the employee of the overtime bid award. If an employee misses the assigned overtime, it shall be treated as an unexcused absence.
6. Exception to Overtime Award Procedure in the Event of an Emergency Callout. Emergency Callout is defined as a major event which has a possibility of loss of life or major property damage if not secured or evacuated quickly. The Mayor or Chief of Police, in the Mayor's absence, may deem it appropriate to declare an emergency call out to prevent the loss of life or loss of property. In such instances, a call out by seniority may be vacated to enlist off duty employees not actively involved in the



urgent situation to respond to the scene of an emergency. Seniority will be utilized for additional call out once the emergency is stabilized. If the circumstances require the pool of off-duty officers, or for any period over two hours from the initial time the emergency is reported. However, if the circumstances of the emergency exhaust the number of employees available from on-duty officers, seniority may be vacated in order to call in officers who are off-duty, but able to respond in the time required to address a major event.

A major event is defined as an event or situation required evacuation of a large number of people or the emergent need to secure a scene, such as, but not limited to: bomb threat in a business or school, active shooter in any situation, or a situation such as an earthquake or fire where a large number of individuals need to be evacuated of the area secured as quickly as possible.

7. It shall be the employee's responsibility to furnish the Department with one telephone number which that they can be reached at any given time, for overtime purposes. The Department will compile a list of names, with numbers for the following: dispatch, each sergeant or OIC, and a copy to the Association for its files. The numbers will be requested quarterly commencing ratification of this contract. This list will be for the Department use only.

#### **G. Shifts and Shift Differential.**

1. Shift differential shall be paid as follows:
  - i. Swing shift – four percent (4%) over dayshift.
  - ii. Grave shift – seven percent (7%) over dayshift.
2. Shift differential for the swing shift shall be paid to all employees who start their shift on or after 1200 hours and before 2000 hours. Shift differential for grave shift shall be paid to all employees who start their shift on or after 2000 hours and before 0359 hours. Shift differential shall not apply during Paid Time Off (PTO), other leave, or holiday status, or approved employee requested training.
3. Shift bids will be for a period of four (4) or six (6) consecutive months. The bids will be posted no later than five (5) weeks prior to each shift bid period. The bids will be awarded no later than three (3) weeks before the commencement of the new shift. If an employee is absent during an open shift bid, the employee may designate a shop steward to bid on their behalf with prior written notice to the Chief of Police, MATCOM Manager, or designee. Shift bidding will be conducted by job classification and assignments to shifts through the bidding process shall be made based on job classification seniority. The employee has forty-eight (48) hours to

make a bid. This forty-eight (48) hour period will commence at the first working shift when the employee is on duty. If the senior employee fails to bid their shift during this forty-eight (48) hour period. Shift bidding will continue with the next senior employee bidding their shift. The senior employee who did not bid their shift during their initial forty-eight (48) hour period may bid at any time during the open shift bid.

4. Employees who have not completed the CTO/FTO program will not participate in shift bidding.

**H. Shift Trades.** In the event minimum manning requirements interfere with employees abilities to be granted PTO and/or overtime coverage offered to the employees to cover for PTO requests are not filled, qualifications permitting, employees will be permitted to trade shifts with each other to secure time off in the event PTO is not granted under the following conditions:

- a. A shift trade must be requested with reasonable advance notice on the appropriate form or method approved by the Chief of Police, MATCOM Manager, or designee.
- b. Approval for shift trades will not be unreasonably withheld.
- c. Each employee will be responsible for his own attendance on the date and times of the approved trade.
- d. Shift trades with employees in the CTO/FTO program are not permitted, to include the trainer.
- e. Qualifications permitting, in the event a shift trade between a supervisor and a subordinate occurs, no pay adjustment will be made.
- f. Violations of this section may result in discipline and the loss of shift trade privileges for the remainder of the current bid cycle.
- g. A shift trade form must be attached to the employees pay sheet by employees involved with the trade.
- h. A shift trade must be completed within a fourteen (14) calendar day period.
- i. For purposes of pay administration, hours worked, and all shift premiums are credited to the employee who has originally scheduled to work.
- j. All shift premiums and shift differentials will be credited to the employee who is originally assigned to work their shift before the trade.

**I. Court Appearances.** When an employee is on court duty outside the employee's regularly scheduled shift, the employee shall receive a guaranteed minimum of two (2) hours' of pay at the applicable rate of pay.

**J. Call Back.** When an employee has completed his/her regularly scheduled shift and left work, and then is called back to perform work after their shift ends, the employee shall receive a guaranteed minimum two (2) hours' of pay at the applicable rate of pay.

**K. Standby.** If an employee is designated on the schedule for standby, the employee shall be paid two (2) hours' of pay at the overtime rate for each day the employee is scheduled for standby. If the employee is called out, the employee shall be paid consistent with Section 11, and not eligible for standby pay for that day.

**L. Acting Assignment.** An employee may be temporarily assigned, on a full-time basis, to accept all of the responsibilities for, and perform all the work normally assigned to, a position in a higher grade. The employee shall receive a pay adjustment of five percent (5%) for all days served in the acting assignment.

**1. Officer-In-Charge (OIC).** When no Sergeant or Dispatch Supervisor is on shift, the Chief of Police or MATCOM Manager may appoint an Officer or Dispatcher on that shift to assume the duties of OIC. That Officer or Dispatcher shall receive a premium of five percent (5%) to be calculated on their base hourly rate of pay. This premium shall be paid in addition to any shift differentials that may apply.

**2. Special Assignment Pay.** Sworn employees working in the position of Investigations Sergeant and School Resource Officer shall receive a premium of five percent (5%) during the assignment.

**M. Canine Officer.** The Officer assigned to the care and maintenance of the Department canine shall receive eight (8) hours' of pay at overtime rate each pay period.

**N. Training Officers.** An employee assigned to be a training officer (either Field Training Officer [FTO] or Communication Training Officer [CTO]) shall receive pay for thirty (30) minutes at the overtime rate for each day worked as a training officer. The hours of pay do not count towards hours worked for the purposes of calculating overtime.

**O. Physical Fitness Incentive.** A sworn employee shall be eligible for the physical fitness incentive pay of seven hundred fifty dollars (\$750.00) paid on or before June 30, after successful completion of the physical fitness exam conducted twice each fiscal year. The exam will be conducted at least five (5) months apart, by the Department. Probationary employees are not entitled to this incentive except that a probationary employee would be permitted to take the first test in the fiscal year if their probation will end within thirty (30) days of the test date.

**P. Advanced Police Certificate Incentive.** Upon receipt of the Advanced Police Certificate from the Alaska Police Standards Council, the sworn employee shall receive fifty dollars (\$50.00) per pay period. Probationary employees are not entitled to this incentive.

**Q. Rest Periods.** If an employee is fatigued upon the completion of mandatory overtime and expresses a need for additional rest before returning to their next regularly assigned shift, the employee and the direct supervisor may adjust the employee's shift start time that day in order to accommodate the employee for such rest, with approval by the Chief of Police or MATCOM Manager. At no time shall an employee be required by the City to use PTO to cover hours scheduled, but not worked under this Section if the schedule is adjusted.

## **SECTION 12**

### **TIMECARDS AND PAYDAYS**

**A. Timesheets.** Employees will record all time worked utilizing the City-provided timesheet, which will be approved by the City and a copy provided to the employee, if requested. When corrections or changes to an employee's timesheet are required, a copy of the corrected or changed timesheet in question will be returned to the employee.

**B. Payday.** The City will establish biweekly paydays to be no later than Friday following the end of a weekly pay period. Employees will receive their paycheck or paystub, if direct deposit, on payday.

**C. Itemized Statements.** The City will furnish all employees with an itemized statement of earnings and deductions including, but not limited to, straight time hours, overtime hours, and premium pays, standard deductions as required by law, and Association dues or fees.

## SECTION 13

### UNIFORMS AND EQUIPMENT

**A. City Responsibility.** The City shall furnish sworn employees with uniforms, related items, and equipment necessary to do the job.

**B. Cleaning Allowance.** The City shall pay to each sworn officer or Department employee required to wear a uniform, a cleaning allowance of thirty dollars (\$30.00) each pay period.

#### **C. Handguns.**

1. The City will provide newly appointed sworn employees with a handgun, holster, magazine(s), and magazine holder to be used while on duty.
2. Sworn employees may use another handgun on duty as their primary weapon; provided the handgun is approved by the Chief of Police, or designee in advance. The City shall provide all ammunition for the employee's primary duty weapon required for training and duty purposes. If using a handgun other than a .40 caliber or .45 caliber, the sworn employee is responsible for providing the required ammunition.

**F. Soft Body Armor.** The City shall provide each newly appointed sworn employee with National Institute of Justice approved soft body armor and external carrier. The City shall replace all soft body armor prior to its recommended expiration date. The cost for such will be borne by the City. The external carrier will be inspected by the Chief of Police, or designee, for possible replacement due to wear.

#### **E. Wearing of Uniform.**

1. Uniforms provided by the City shall be worn in the performance of assigned job duties and when traveling to and from work, including incidental stops. A uniform may be worn for other purposes upon written request and prior approval of the Chief of Police, or designee.
2. Sworn employees will always have all their officer safety equipment with them when operating a Department-assigned vehicle out of uniform as approved by the Chief of Police or designee.

3. The Association may request its members to appear in uniform and participate in Association-related functions with prior written notice and approval by the Chief of Police, or designee.
4. Nothing in this Section precludes non-sworn employees from wearing clothes with the authorized Department logo. Such clothing shall be the responsibility of the employee and not provided by the Department.
5. Prescription eyeglasses, clothing and other personal items that are, or have been, approved by the Chief of Police, or designee that are damaged or destroyed in the line of duty (not as a result of the employee's negligence) shall be repaired or replaced at market value by the City except where such property is covered by insurance; in which event, the City shall be responsible for that portion of the repair or replacement cost not compensated by insurance.

## SECTION 14

### VEHICLES

**A. Commuter Use of Assigned Vehicles.** Upon approval of the Chief of Police, all sworn employees employed before July 7, 2016 will be allowed to commute up to thirty (30) road miles to and from the Wasilla Police Department with their Department-assigned vehicle; incidental stops on the commute are allowed. As of July 8, 2016, all new hire sworn employees will be allowed to commute up to fifteen (15) air miles to and from the Department with their assigned vehicle; incidental stops on the commute are allowed.

**B.** A sworn employee who is on leave for longer than a week may be required to bring their assigned vehicle back to the Department.

**C.** Upon ratification of this Agreement, and in accordance with Section 14 (A) above, the current physical address of all employees who reside more than thirty (30) road miles from the physical location of the Department shall be grandfathered and considered compliant. Grandfathered employees shall not be required to move due to living more than thirty (30) road miles away from the Department and shall not lose their assigned vehicle or any benefits associated.

**D. Incidental Stops.** A stop in route of a daily commute for the purpose of conducting personal business within the Wasilla City Limits, while off-duty.

**E.** All upkeep (includes keeping the vehicle clean inside and outside) or transport of the vehicle for maintenance purposes, during the employee's regularly scheduled work week, shall normally be done during the employee's regularly scheduled shift and be computed as time worked and paid to the employee at the applicable rate of pay. When vehicle maintenance is required after the employee's shift ends or on the employee's day off, the employee shall not be entitled to call back for the transport of the vehicle for maintenance.

## **SECTION 15**

### **PAID TIME OFF ("PTO")**

#### **A. PTO Accrual.**

1. Employees begin to accrue leave on the first day of the first full month following an employee's date of hire. Thereafter, employees shall accrue leave upon completion of each full month of service. Employees may use PTO leave once it accrues. Probationary employees may use PTO after three (3) months of satisfactory performance upon approval by the Chief of Police, MATCOM Manager, or designee. Personal leave accrual is at the following rates:
  - a. Twelve (12) hours per month for employees with less than three (3) years of service.
  - b. Sixteen (16) hours per month for employees with three (3) years and less than eight (8) years of service.
  - c. Twenty (20) hours per month for employees with eight (8) years or more of service.
2. PTO Accruals shall be capped at seven hundred twenty (720) hours. Any employee with more than seven hundred twenty (720) hours of PTO accrual on May 31 of each year of this Agreement shall be paid out the balance of their PTO in excess of five hundred twenty (520) hours at the employee's hourly rate of pay by June 30.

**B. Leave Accrual While Employees is on PTO.** Leave continues to accrue during the period an employee is on paid leave.

#### **C. Use of PTO.**

1. Accrued PTO may be used for vacation or other personal needs, and illness, injury, medical and dental appointments, care for an employee's child, spouse, or parent due to illness or injury, bereavement and maternity leave. PTO may also be used for any purpose as allowed under FMLA or AFSA.
2. Requests for PTO over forty (40) hours or more must be made at least fourteen (14) working days and no more than three hundred sixty-five (365) days in advance electronically. Approval of leave requests will be based on the date the request is received. If there are multiple requests submitted on the same day (12:00 a.m. to 11:59 p.m.) for the same period, department seniority shall be the determining



factor. Requests to cancel time off approved under this Section must be made no later than thirty (30) days before the start date of the time off, in writing, to the Chief of Police, MATCOM Manager, or designee. If the employee does not cancel with the thirty (30) day period, the employee will be required to use the time off originally bid, unless otherwise authorized by the Chief of Police, MATCOM Manager or designee.

3. Requests for PTO shall be granted, so long as the time off will not unduly interfere with Department operations and prior approval by the Chief of Police, MATCOM Manager, or designee, has been obtained by the employee.
4. Time off for forty (40) hours or less may be granted, so long as the employee contacts the Chief of Police, MATCOM Manager, or designee, as soon as possible, but no later than the start of the employee's next shift. If such time off is for sick leave purposes for the employee or the employee's immediate family, the Chief of Police, MATCOM Manager, or designee, may require a health care provider's medical certification for the absence, so long as such a request is justified by the employee's record of absences or related performance problems. No diagnosis is required to be disclosed by the employee if the certification is requested by the City.
5. When personal leave is used for illness on any shift, the employee shall notify, via telephone, the on-duty Sergeant or supervisor. If no Sergeant or supervisor is available, then notification may be made to the Officer in Charge or MATCOM employee on-duty who will notify the Chief of Police, MATCOM Manager, or designee via e-mail. The notification is to be made no later than one (1) hour prior to the employee's scheduled reporting time, unless exigent circumstances prevent the employee from making such notification in which case the employee shall notify his/her supervisor as soon as practicable.
6. A maximum of one (1) MATCOM employee will be on pre-approved leave at one time. The Department reserves the right to allow more than one (1) MATCOM employee on approved leave so long as the leave will not unduly interfere with Department operations.
7. Annual Leave Bid. Commencing November first (1<sup>st</sup>) of each calendar year, MATCOM employees will bid by Department seniority for annual leave. Each MATCOM employee will have forty-eight (48) hours to submit his/her bid. The annual bid for leave will close on November thirtieth (30<sup>th</sup>) at midnight. MATCOM employees shall not be allowed to bid for more hours of leave than can be accrued prior to the date of requested leave. Annual leave requests will be capped at a

maximum of six (6) weeks of leave, which the MATCOM employee may split into no more than two separate dates. (For example: 3 weeks in June and 3 weeks in July; or 2 weeks in July and 4 weeks in November.)

8. **Annual Leave Award.** Annual leave bids will be approved during the Annual Leave bid process. Annual leave awards for MATCOM shall be publicly posted on the leave calendar no later than December tenth (10<sup>th</sup>) each calendar year. Annual leave awards for the remainder of the Department shall be publicly posted on the leave calendar upon submission.

9. **Additional Leave Requests.** Leave requests outside the annual leave bid for MATCOM shall be awarded, first come first serve with Department seniority as tiebreaker. Leave requests outside the current shift rotation for MATCOM will be held pending until shift assignments are made for the affected shift rotation. Such leave requests will be limited to the number of accrued hours banked at time of leave request.

a. Electronic requests for leave are to be submitted utilizing the City's network.

b. Cancellation of approved leave:

i. Previously approved leave shall only be cancelled in the most extreme circumstances or operational emergency. This authority shall be vested with the Chief of Police or MATCOM Manager.

ii. The City shall reimburse all documented costs associated with the cancellation of an employee's approved leave. Such costs shall include the cost to reschedule said leave. Cancellations due to acts of God, declared national emergencies, or terrorism will not be subject to reimbursement by the City.

iii. PTO/Annual Leave Calendar. All PTO and Annual Leave will be posted on a public calendar that is openly accessible to the bargaining unit.

**D. Donation of PTO.** An employee may voluntarily donate unused and accrued PTO to another employee of the City, who is seriously ill or injured and requiring absence from work and who had exhausted all of his or her PTO leave and is under the care of a physician. PTO leave, which 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 PTO leave shall be subject to all taxation and contributions required of all payroll compensation and shall be borne by the employee to whom the PTO leave is being donated.

**E. Mandatory Yearly Use of PTO.** At least sixty (60) hours of leave must be used after the first complete fiscal year worked and every fiscal year worked thereafter. However, leave not used will be cashed out on June 30 at the employee's current rate of pay. PTO requested, but denied three (3) times over the course of the fiscal year will remain in the employees PTO accrual bank, without penalty or loss, or may be cashed out at the employee's request.

**F. PTO Leave Cash-In.** An employee may cash in accrued PTO leave two (2) times each fiscal year. The employee's hourly rate of pay as of the date of the employee's request to cash-in shall be used in computing the amount of the PTO cash-in. Employees electing to receive cash payment for their accrued PTO shall be required to retain at least eighty (80) hours of PTO for future use, and shall only receive payment of actual hours accrued. The eighty (80) hours may not be donated to other employees. All cash-in payments under this Section are subject to all applicable payroll taxes.

**G. Recognized Holiday during PTO.** A recognized holiday occurring when an employee is on personal leave status will be counted as a holiday.

**H. PTO Payment upon Termination.** Upon termination, accrued PTO leave shall be paid in a lump sum to the employee. The hourly rate to be used in computing the cash payment shall be the rate paid to the employee on the date of the separation notice is given to the employee or the effective date of the resignation notice. This cash-in of PTO leave shall be subject to all taxation and contributions required of all payroll compensation.

**I. Death in Immediate Family.** PTO may be used to supplement bereavement leave as defined in Section 16.

**J. Jury Duty.** Employees who are called to serve on jury duty shall be considered on duty for all time spent related to jury duty, dealing with subpoenas and/or witness pay. In the event an employee was scheduled to work and is excused from jury or witness duty, the employee may elect to return to work their scheduled shift or are approved to take PTO for the remainder of the shift.

## SECTION 16

### Other Leaves of Absences

**A. Authorized Leave Without Pay.** Leave without pay may be granted to an employee upon the recommendation of the Chief of Police or MATCOM Manager to the Mayor or Mayor's designee. Each request for such leave shall be considered in light of the circumstances involved and the needs of the Department. Leave without pay shall not be requested nor granted until such time as all accrued PTO has been exhausted, except when an employee is absent and drawing worker's compensation pay. Benefits will continue consistent with the benefit plan of this Agreement when on authorized leave without pay.

**B. Unauthorized Leave Without Pay.** Any absence not authorized and approved in accordance with the provision of this Article shall be without pay for the period of absence and shall be found for disciplinary action, up to and including discharge. Benefits do not accrue during unauthorized leave without pay.

**C. Military Leave.** Employees shall be granted military leave consistent with applicable federal and state law.

**D. Workers' Compensation Leave.** Employees shall be granted workers' compensation leave as required by the Alaska Workers' Compensation Act.

**E. Family and Medical Leave (FMLA).** Employees shall be granted family and medical leave consistent with applicable federal and state law.

**F. Association Leave.** Upon sixty (60) days' written notice, an employee, who has satisfactorily completed their probationary period, will be granted an unpaid leave of absence for Association business not to exceed ninety (90) days. While on Association leave, the employee shall accumulate seniority.

**G. Bereavement Leave.** In the event of death of the employee's immediate family, the employee shall be allowed up to four (4) working days off per occurrence without loss of pay if the death occurs within the State of Alaska, and up to five (5) working days off per occurrence without loss of pay if the death occurs outside the State of Alaska. Immediate family shall be defined as spouse, domestic partner, child, parent, grandparent, and siblings to include in-laws. Such bereavement leave must be used within twelve (12) months of the occurrence.

## **SECTION 17**

### **Training and Education**

**A.** The City will determine when training is necessary and will provide training opportunities to employees consistent with the City, Department and employees' needs. The City shall pay all expenses associated with the training, in accordance with the City Police for Travel and Business Expenses.

**B.** An employee who wants to attend a course, seminar, or workshop or other type of training at the City's expense, may submit a request describing the training and the proposed costs, including the anticipated hours of attendance. The request should be submitted to the employees' immediate supervisor. Upon approval, the request shall be sent through the chain of command. Approval of all training shall be in the sole discretion of the Chief of Police, or MATCOM Manager, or their designee.

**C.** The City will not schedule an employee for training which conflicts with the employee's schedule and approved personal time off or operational needs of the Department.

**D.** Time spent in training shall be paid at the applicable rate for the assigned schedule for all hours spent in training, not to include social events. When attending training, lunch periods are not paid unless specified as a working lunch. Time spent in training shall be hours worked for the purposed of computation of overtime.

**E.** In the event the duration of a training day is shorter than the employee's regularly schedule shift, an employee who can return to work shall be given the opportunity to work the remainder of that day's shift or take PTO or other available leave.

**F.** Travel time for training shall be paid for the actual time spent traveling (not including layovers or waiting time) by personal vehicle and public transportation at the base rate, not including shift differential or premiums, and shall be considered hours worked for the purposes of computing overtime. If the employee has not completed the scheduled hours for a shift on a day of travel, and it not on overtime while traveling, the employee will be made whole for that day of travel if travel time is less than the employee's scheduled shift. If traveling on overtime, travel time will be paid only for actual time spent traveling. Travel to and from training shall be arranged and is scheduled in the sole discretion of the City. Any increases in travel costs incurred due to personal requests of the employee, shall be borne by the employee.

1. Training opportunities shall be listed and interested employees will be considered for such training.
2. Travel time will be paid at one (1) hour each direction to and from Anchorage. If during travel, the employee conducts duties, with supervisor approval, as part of the employee's scope of employment (such as assisting after a motor vehicle accident), the employee will be paid as set forth elsewhere in this Agreement.
3. All travel time claimed on time sheet will be supported by documentation to the time sheet.

**G.** Employees attending the Basic Peace Officers Training Course (Academy) are to be assigned a salary for the Basic Training at the rate prescribed by the City for Police Officer I (Grade 9, Step A). The employee will participate in all academy training while attending. Subject to the Chief of Police's recommendation, and the Mayor's approval, an employee attending the Basic Peace Officers Training Course (Academy), in Sitka only, is allowed two (2) days paid administrative leave immediately prior to and upon successful completion, two (2) days paid administrative leave immediately upon return from the Academy.

## SECTION 18

### SAFETY

**A. Department Employee Safety Advisors.** Two (2) employees (one sworn and one non-sworn) will be selected by the Association to represent and participate in the City-wide safety committee. In addition to the City-wide committee responsibilities, the employees are expected to meet with the Chief of Police, MATCOM Manager, or designee, on a regular basis or if a problem arises, to discuss safety and health issues. The safety advisors will be responsible to do the following:

1. Communicate specific issues or questions raised by employees regarding safety and health concerns within the Department;
2. Recommend action pertaining to safety and health to the City-wide committee and the Chief of Police, MATCOM Manager, or designee for Department-specific needs;
3. Recommend training and other resources to enable all employees to effectively perform their respective jobs in a safe and healthful manner;
4. Post safety and health information.

**B. Safety Investigation.** When an employee or one of the safety advisors notifies the Chief of Police, MATCOM Manager, or designee of an unsafe or unhealthy situation in the Department, there shall be a timely investigation to determine what is necessary to resolve the unsafe or unhealthy situation.

### C. Employees' Responsibilities

1. All employees shall be responsible to carry out federal and state safety regulations, rules, and practices. Each employee is required to act with due care and regard for the employee's own safety and others.
2. Employees are required to report illegal and unsafe work to the Chief of Police, MATCOM Manager, or designee, immediately or as soon thereafter as is practicable.
3. Employees shall not be required to handle or operate equipment, tools, or other hazardous materials which are unsafe and outside the scope of their job duties. An employee who refuses to handle or operate equipment or tools deemed to be unsafe shall not be subject to disciplinary action, unless the employee's refusal is unreasonable or in bad faith.

**D. Employees Protected.** The City agrees to protect from retaliation, in any form, any employee who comes forward to report an unsafe or unhealthy situation in the Department or with information about having been directed to perform such unsafe or unhealthy work.

**E. Association's Responsibilities.** The Association agrees to cooperate fully with the City to identify and deal appropriately with any violations of federal or state safety laws, regulations, standards, or practices.

**F. City's Responsibilities.** The City shall comply with applicable federal and state occupational safety laws and regulations and industry standards. The City shall make every effort to provide a safe and healthful workplace. The City shall furnish such equipment, tools, safety devices, and first aid kits as may be needed for the safety and health of employees.

**G. Unique Nature of Law Enforcement Work Recognized.** The parties recognize the unique nature of, and demands upon, law enforcement which may require an employee to act according to Department protocols and incur exposure to unsafe situations not demanded of other City employees.



## SECTION 19

### PERSONNEL / PAYROLL FILES

**A. Employee Access.** An employee shall have the right to review their personnel/payroll file in the presence of Human Resources personnel, or designee, within twenty-four (24) hours after requesting such a review, in writing, or the next regular business day for the Human Resources office (Monday through Friday, exclusive of the holidays.) The employee may request and obtain copies of their personnel/payroll file consistent with state law.

**B. Association and Third-Party Access.** The City shall release an employee's personnel/payroll file for review to an Association Representative or any other third party upon written release by the employee. The only exceptions are if the third party is a governmental entity or the release is in response to a court order.

**C. Copies.** If a copy of an employee's personnel/payroll file is requested by the employee, Association, or any third party, the City reserved the right to charge a reasonable rate for copying the documents requested.

**D. Confidentiality.** Employee personnel payroll files are confidential to the extent required by law.

**E. Employee Rebuttals.** An employee who disagrees with information contained in a document in the employee's personnel/payroll file, has the right to prepare a written rebuttal, which is submitted to Human Resource for filing and attached to the challenged document.

## Section 20.

### **Wage Rates and Job Classifications.**

- A. **Job Classifications and Wage Rates.** The wage rates in Appendix B are effective July 1, 2019.
- B. **Step Movements.** Employees shall be eligible to move from Step A through Step Q of this Agreement every fiscal year. The City's fiscal year starts on July 1 of each calendar year.
1. Any employee hired between the periods of July 1 and December 31 of each year of this Agreement, shall be eligible for a step increase on the start of the next fiscal year.
  2. Any employee hired between the periods of January 1 and June 30 of each year of this Agreement, shall be eligible for a step increase on the start of the second fiscal year.
- C. **New Job Classifications and Wage Rates.** The City may, during the term of this Agreement, implement new classifications that will be covered under this Agreement. The parties agree to meet and confer regarding the wage rate for a new job classification before its implementation.
- D. **Step Placements for New Hires and Promotions or Transfers.** In the efforts of recruitment and promotion, the City shall have the right to place an existing employee or new hire at any step, as long as the placement results in an increase in wages to the employee. The process used for placement will be the same as the Association and City used for initial placement of covered employees.
- E. **Cost-of-living Adjustment.** Effective July 1 of each year during the term of this Agreement, the City agrees to increase the wage rates in an amount equal to an average of the total percentage increase in the Anchorage Consumer Price Index Urban (CPI-U) for the last three (3) years as is regularly published by the U.S. Bureau of Labor Statistics. The CPI-U increase will be applied to the rate listed for Sergeant's Step H, and each step will be adjusted accordingly based on the Excel formula anchored on the Sergeant's Step H.

## Section 21. Holidays.

A. Recognized City Holidays. The following days shall be recognized as holidays with pay for all regular employees covered by this Agreement who are in pay status the day before and the day following such days. Regular full-time employees shall be given the day off and eight (8) or ten (10) hours ' of straight time pay depending on their schedule of work. All regular part-time employees shall be given the day off and a prorated six (6) hours if  $\frac{3}{4}$  time or four (4) hours if  $\frac{1}{2}$  time of straight time pay for all hours they would have been scheduled to work that day:

- New Year's Day - January 1
- Presidents' Day - Third Monday in February
- Seward's Day - Last Monday in March
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Alaska Day - October 18
- Veterans Day - November 11
- Thanksgiving Day and the following Friday
- Christmas Day - December 25
- One Floating Holiday

B. Holiday Falling on a Regularly Scheduled Day Off. When a recognized holiday falls on a regularly scheduled day off, an employee shall receive the regularly scheduled day off as the designated holiday. Position titles of Administrative Assistants, Technology Support Specialist, or Probation Officer shall follow the same recognized City holidays as specified in City of Wasilla Code.

C. Holiday during PTO Leave. A recognized City holiday, occurring during an employee's PTO leave, shall not be counted as a day of PTO leave.

D. Holidays Worked. In the event that an employee is required to work on a holiday, the employee shall be paid time and one-half (1-1/2) their regular hourly rate of pay, in addition to the straight time rate of pay the employee would have been entitled to if the employee had not worked. Any time worked on a holiday shall be credited towards hours worked for overtime purposes.

E. Floating Holiday. Every employee covered by this Agreement and employed on July 1 of each fiscal year shall be credited with one (1) floating holiday, which must be used before June 30 of each fiscal year. The employee may use the floating holiday at any time during the fiscal year, so long as the employee obtains prior approval from their immediate supervisor. Approval shall be denied if the employee's absence is detrimental to the Department's operations. Floating holidays not used by June 30 will

be cashed in at the employee's current rate of pay no later than June 30 of the applicable fiscal year.

F. Holiday Bank. An employee may choose to bank a holiday at the straight-time rate of pay instead of receiving payment for said holiday. The employee may schedule and use hours within the holiday bank, by mutual agreement. Holidays banked during the year and not used by June 30 of each fiscal year will be cashed in at the employee's current rate of pay no later than June 30. Upon termination, an employee will receive the full value of the hours in their holiday bank.

## **Section 22. Benefits.**

### **A. Health Insurance.**

1. The City agrees to participate in, and contribute to, the International Union of Operating Engineers Local 302 and 612 Employers Health and Security Fund for the purpose of providing certain health and welfare benefits to employees. The manner in which premium amounts and terms of the "Health Plan" are set shall be decided by the Health and Security Fund. Any change to the terms, to include premiums will be conveyed to the Association.
2. For each regular full-time employee, the Employer shall pay one thousand six-hundred eighty-seven dollars and seventy-eight cents (\$1,687.78) per month. Employees shall pay through pre-tax payroll deductions, fifteen dollars and forty-eight cents (\$15.48) per month. Total premium to be paid shall be one thousand seven hundred three dollars and twenty-six cents (\$1,703.26) per month.
3. For each regular part-time employee, the monthly Health Plan premium share for employee-only and employee plus dependents/family is:
  - 3/4-time employee= 75% City-paid and 25% employee-paid for the total Health plan premium
  - 1/2-time employee= 50% City-paid and 50% employee-paid for the total Health plan premium
4. Employees will pay their share of the Health Plan premium through payroll pre-tax payroll deductions.
5. Effective upon ratification and thereafter, the Employer shall pay the first eight percent (8%) increase of the monthly premium. Any increase over eight percent (8%) per year will borne by the employee through payroll deduction.
6. The employee's maximum share of premiums shall be limited to and not exceed ten percent (10%) of the total premium. In the event the employee's share of premiums exceed the amount in this subsection, the Association and City will meet within thirty (30) calendar days of the increase to bargain in good faith.
7. Contributions shall be made, on or before the fifteenth day following the month in which the employee worked, to the "Locals 302 and 612, of the International Union of Operating Engineers Construction Industry Health and Security Fund" in the manner as set forth in the Fund Agreement of said Fund.

B. **State Retirement System.** The City is a participant in the State of Alaska Public Employees Retirement System (PERS).

C. **Supplemental Benefits System.** The City is a participant in the Supplemental Benefits System. The City will match the employee contribution up to the maximum limit required by law.

D. **Life Insurance.** The City will provide employees with a life insurance policy. The plan benefits will remain the same as those at the time of ratification or be improved upon at the discretion of the City.

E. **Employee Assistance Program.** The City will provide employees with an Employee Assistance Program. The program benefits will remain the same as those at the time of ratification or be improved upon at the discretion of the City.

F. **Deferred Compensation.** The City will provide a deferred compensation plan as allowed by law.

G. **Association Notification.** Upon written request from the Association, the City shall provide information regarding each of the benefit programs offered by the City to its employees covered by this Agreement.

H. **Information Regarding Benefit Plans.** Employees may obtain information and details regarding benefits provided by the City pursuant to this Agreement from Human Resources.

## SECTION 23

### GENERAL PROVISIONS

**A. Savings Clause.** If any of the provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid for any cause, such invalid provision(s) shall be deemed to be non-existent and the remainder of this Agreement shall continue in full force and effect. It is agreed that should any of the above occur, the City and the Association will meet at a mutually acceptable time within thirty (30) days of such action and will negotiate mutually acceptable language to replace the suspended or non-existent provision.

**B. Amendments to Agreement.** Nothing in this Agreement precludes the parties from amending this Agreement, in writing, by mutual consent between the City and the Association.

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

#### **D. Meet and Confer.**

1. The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to the Association and the City.

2. The party requesting a meeting must do so in writing, specifying the issue(s) to be addressed during the meeting. The meeting shall be scheduled within thirty (30) calendar days after receipt of the request, unless agreed to otherwise in writing.
3. No more than two (2) representatives from the Association and no more than two (2) management representatives from the City has participate in the meetings under this Section.
4. There shall be no obligation on the part of any party to reopen, modify, amend, or otherwise alter the terminology or interpretation of the Agreement, or to make any other agreement as a result of any such meetings. Nor shall the requirement for such meetings alter the rights or obligations of the parties under this Agreement, unless the parties mutually agree to do so in writing.
5. Any modifications or amendments to the Agreement under this Article will be memorialized in writing, in a Letter of Understanding signed by the Mayor and a designated agent of the Union and appended to this Agreement.

#### **E. Wasilla Municipal Code**

1. Where a specific provision of the WMC, Title 3, the City of Wasilla Personnel Policies and Procedures, or Wasilla Police Department SOP address or conflicts with a specific provision contained in this Agreement, the provisions of this Agreement shall prevail.
2. Where this Agreement does not address or is silent on the issue, but WMC, Title 3, the City of Wasilla Personnel Policies and Procedures, or the Wasilla Police Department SOP address the issue, WMC, Title 3, the City of Wasilla Personnel Policies and Procedures, or Wasilla Police Department SOP apply to the employees covered by this Agreement.
3. If the City recommends additions, deletions, or modifications to WMC, Title 3, the City of Wasilla Personnel Policies and Procedures, and/or the Wasilla Police Department SOP affecting employees covered by this Agreement, the Association will be provided a copy of the proposed changes prior to implementation. Upon written request by the Association within ten (10) calendar days, the Association will provide a short overview of the basis for objection, the parties will schedule a time to meet within the next thirty (30) calendar days to negotiate the proposed changes if such changes impact wages, hours, or terms and conditions of employment as required by law. Proposed changes will not be enacted until agreement is reached between the parties.



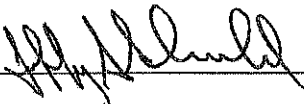
**SECTION 24**

**TERM OF AGREEMENT**

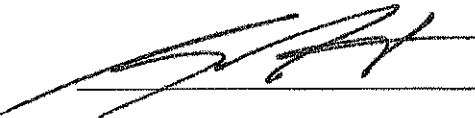
**A.** This term of this Agreement shall be from July 1, 2019 to June 30, 2022 and shall remain in full force and effect during the period of successor contract negotiations. This Agreement shall automatically reopen for negotiations for a successor agreement on February 1 of the expiration year.

**B.** This Agreement shall become effective on the day after City Council approves it and all terms, except the wage increases in Section 20 shall become effective on that date.

**C.** The parties will sign the final Agreement at the earliest possible time after ratification by the Association membership and approval by the City Council.

  
\_\_\_\_\_  
Jeff Sheveland, WPDEA President

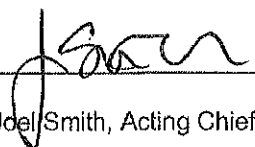
12/10/19  
Date

  
\_\_\_\_\_  
Bert L. Cottle, Mayor

12/10/2019  
Date

  
\_\_\_\_\_  
Troy Tankersley, Finance Director

12.10.2019  
Date

  
\_\_\_\_\_  
Joel Smith, Acting Chief of Police

12/10/19  
Date

  
\_\_\_\_\_  
Jacob Butcher, MATCOM Manager

12/10/2019  
Date

## Appendix A -- DEFINITIONS

1. Applicable Rate of Pay – The appropriate rate of pay calculated with the employee's base hourly rate of pay, plus all pay premiums, differentials, and/or overtime as prescribed by the CBA.
2. Assignment – 1.) A task, call, scene, or directive to perform duty, for which the employee is responsible during a shift, or outside their regular bid shift (i.e. court appearance or overtime bid, assigned, scheduled or worked). 2.) A specific function or job an employee has been directed to execute, on a daily basis, for a determinate amount of time or until reassigned to another function of job. (i.e. SRO, acting positions covered by this Agreement, or special joint tasks forces, such as SERT).
3. Acting Assignment – A position an employee assumes during an interim time which presents additional responsibilities in addition to their original job classification functions, or requires the employee to act as a supervisor or work a shift schedule other than the one the employee bid for during a shift cycle.
4. Bid – A work opportunity posted to solicit interest from the bargaining unit for work opportunities, overtime opportunities, training opportunities, paid time off (PTO), etc. to be filled through the seniority system as prescribed by this Agreement. Bid work will include, but is not limited to: full and partial work days and shifts, pre-arranged overtime opportunities, necessary coverage to address scheduling gaps.
5. Bid Shift – Any work awarded to an employee through the seniority system.
6. Work Shift – The regularly assigned hours an employee works within the parameters of a specific shift schedule (i.e. eight (8), ten (10), or twelve (12) hour shifts, including overtime and call back hours, if applicable.
7. Off Duty – the moment an employee has completed their shift and is released of all work-related activities. Example: (a) Officer calls 10-7 to dispatch, (b) a dispatcher logs off their terminal, (c) the employee reaches the end of their Work Shift-Bid Shift.
8. Call Back – When an employee is required to report for duty after the employee has gone off duty or when an employee is required to report for duty before the employee reports for their Bid Shift/Work Shift. An employee's need to return to work to complete timesheets for the payroll schedule does not constitute a Call Back.

9. Chain of Command – All Department employees are subordinate to the Chief of Police or MATCOM Manager. Employees are subordinate to all ranks above their position. Employees will communicate through the Chain of Command.
  - a. Sworn Employees are ranked: (a) Chief of Police, (b) Deputy Police Chief, (c) Lieutenant, (d) Sergeant, (e) Officer in Charge, (f) Senior Officer. Sworn Employees under the Chain of Command will include Code Compliance, Park Ranger classifications, and Youth Court.
  - b. Non-Sworn Employees are ranked (a) MATCOM Manager (b) Dispatch Supervisor, (c) Dispatcher in Charge, (d) Senior Dispatcher and will include it.
  - c. Exception: An employee may communicate directly with any higher-ranking employee if information is sensitive and requires communication outside the Chain of Command. The higher-ranking employee is then responsible for taking action where appropriate and passing along the information. Employees may communicate and work freely with an Association representative without limitation at any time when addressing and attempting to resolve issues that may arise under this Agreement.
  
10. Emergency Event – An event or incident in which mass casualty, loss of property, hysteria, or the potential of such issues requires a rapid deployment of patrol and emergency response or communication services in order to provide immediate aid, assistance, and/or restore order. In such situations, the Chief of Police or MATCOM Manager may issue a call out to all available personnel regardless of seniority. After such situations have been deemed under control and stabilized, employees will be released to off duty status in seniority order.
  
11. Stand By – The time an employee is required and expected to respond to a directive to report for duty, without the ability to refuse to report for such duty for any reason.
  
12. "Shall" and "Will" – The terms "shall" and "will" within this Agreement are defined by the parties to mean mandatory, compulsory, and obligatory.



**(Appendix B) WPDEA Wage Scale for FY2020**

Section 20(A) is applicable for July 1, 2019 - June 30, 2020

Section 20(B) is applicable for July 1, 2019 - June 30, 2020 (From "position" date: 0-3(-)=1 step; 3(&+)- 5(-)=2 steps; 5(&+)=3 steps), including promotions

Section 20(E) is applicable for July 1, 2019 - June 30, 2020 at a rate of 3.0%

3.00%	Grade	One Year Increment Steps @ 2.5%								Journeyman	Bonus One Year Increment Steps @ 2.25%								
		A	B	C	D	E	F	G	H		I	J	K	L	M	N	O	P	Q
	Admin Asst	7	\$22.19	\$22.73	\$23.32	\$23.93	\$24.54	\$25.17	\$25.81	\$26.46	\$27.06	\$27.68	\$28.29	\$28.92	\$29.56	\$30.25	\$30.92	\$31.61	\$32.34
	Call Takers	7	\$22.19	\$22.73	\$23.32	\$23.93	\$24.54	\$25.17	\$25.81	\$26.46	\$27.06	\$27.68	\$28.29	\$28.92	\$29.56	\$30.25	\$30.92	\$31.61	\$32.34
	Disp trainee	7	\$22.19	\$22.73	\$23.32	\$23.93	\$24.54	\$25.17	\$25.81	\$26.46	\$27.06	\$27.68	\$28.29	\$28.92	\$29.56	\$30.25	\$30.92	\$31.61	\$32.34
	Probation	8	\$24.61	\$25.26	\$25.88	\$26.56	\$27.24	\$27.95	\$28.66	\$29.42	\$30.07	\$30.75	\$31.45	\$32.13	\$32.88	\$33.61	\$34.37	\$35.13	\$35.93
	Dispatch	8	\$24.61	\$25.26	\$25.88	\$26.56	\$27.24	\$27.95	\$28.66	\$29.42	\$30.07	\$30.75	\$31.45	\$32.13	\$32.88	\$33.61	\$34.37	\$35.13	\$35.93
	Officer 1	9	\$27.37	\$28.06	\$28.80	\$29.52	\$30.28	\$31.06	\$31.86	\$32.67	\$33.40	\$34.15	\$34.93	\$35.70	\$36.51	\$37.35	\$38.16	\$39.03	\$39.91
	Dispatch Sup	9	\$27.37	\$28.06	\$28.80	\$29.52	\$30.28	\$31.06	\$31.86	\$32.67	\$33.40	\$34.15	\$34.93	\$35.70	\$36.51	\$37.35	\$38.16	\$39.03	\$39.91
	Officer 2	10	\$30.43	\$31.21	\$32.01	\$32.84	\$33.68	\$34.52	\$35.39	\$36.30	\$37.11	\$37.96	\$38.82	\$39.67	\$40.56	\$41.48	\$42.43	\$43.37	\$44.35
	Code Cmpln	10	\$30.43	\$31.21	\$32.01	\$32.84	\$33.68	\$34.52	\$35.39	\$36.30	\$37.11	\$37.96	\$38.82	\$39.67	\$40.56	\$41.48	\$42.43	\$43.37	\$44.35
	Tech Suppor	10	\$30.43	\$31.21	\$32.01	\$32.84	\$33.68	\$34.52	\$35.39	\$36.30	\$37.11	\$37.96	\$38.82	\$39.67	\$40.56	\$41.48	\$42.43	\$43.37	\$44.35
	Investigator	11	\$33.74	\$34.61	\$35.51	\$36.43	\$37.38	\$38.33	\$39.32	\$40.32	\$41.23	\$42.16	\$43.12	\$44.08	\$45.08	\$46.07	\$47.11	\$48.16	\$49.25
	Tech Suppor	11	\$33.74	\$34.61	\$35.51	\$36.43	\$37.38	\$38.33	\$39.32	\$40.32	\$41.23	\$42.16	\$43.12	\$44.08	\$45.08	\$46.07	\$47.11	\$48.16	\$49.25
	Sergeants	12	\$37.53	\$38.49	\$39.49	\$40.50	\$41.53	\$42.60	\$43.68	\$44.79	\$45.80	\$46.83	\$47.90	\$48.99	\$50.08	\$51.21	\$52.35	\$53.53	\$54.73

**WPDEA Wage Scale for FY2021:**

Section 20(A) is applicable for July 1, 2020 - June 30, 2021

Section 20(B) is applicable for July 1, 2020 - June 30, 2021 (From "position" date: 0-2(-)=1 step; 2(&+)=2 steps), including promotions

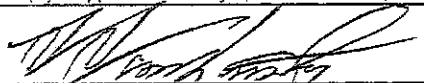
Section 20(E) is applicable for July 1, 2020 - June 30, 2021 (3-year ave CPI with min=2% and max=3.5%)

**WPDEA Wage Scale for FY2022:**

Section 20(A) is applicable for July 1, 2021 - June 30, 2022

Section 20(B) is applicable for July 1, 2021 - June 30, 2022 (1 step), including promotions

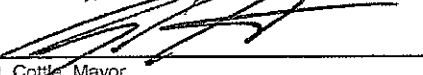
Section 20(E) is applicable for July 1, 2021 - June 30, 2022 (3-year ave CPI with min=2% and max=3.5%)

  
 \_\_\_\_\_  
 Troy Tankersley, Finance Director

12/10/2019  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Jeff Shevland, WPDEA President

12/10/19  
 \_\_\_\_\_  
 Date


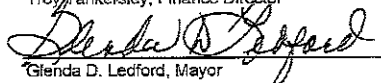
  
 \_\_\_\_\_  
 Bert L. Cottle, Mayor

12/10/2019  
 \_\_\_\_\_  
 Date


(Appendix B) WPDEA Wage Scale for FY2022  
 Section 20(A) is applicable for July 1, 2021 - June 30, 2022  
 Section 20(B) is applicable for July 1, 2021 - June 30, 2022 (1 step), including promotions  
 Section 20(E) is applicable for July 1, 2021 - June 30, 2022 at a rate of 2.0%

2.00%	Grade	One Year Increment Steps @ 2.5%							Journeyman	Bonus One Year Increment Steps @ 2.25%									
		A	B	C	D	E	F	G		H	I	J	K	L	M	N	O	P	Q
	Admin Asst	7	\$23.08	\$23.64	\$24.27	\$24.90	\$25.53	\$26.18	\$26.86	\$27.53	\$28.15	\$28.79	\$29.44	\$30.09	\$30.75	\$31.48	\$32.17	\$32.88	\$33.65
	Call Takers	7	\$23.08	\$23.64	\$24.27	\$24.90	\$25.53	\$26.18	\$26.86	\$27.53	\$28.15	\$28.79	\$29.44	\$30.09	\$30.75	\$31.48	\$32.17	\$32.88	\$33.65
	Disp trainee	7	\$23.08	\$23.64	\$24.27	\$24.90	\$25.53	\$26.18	\$26.86	\$27.53	\$28.15	\$28.79	\$29.44	\$30.09	\$30.75	\$31.48	\$32.17	\$32.88	\$33.65
	Probation	8	\$25.60	\$26.29	\$26.93	\$27.63	\$28.34	\$29.08	\$29.81	\$30.61	\$31.28	\$32.00	\$32.72	\$33.43	\$34.21	\$34.97	\$35.76	\$36.55	\$37.38
	Dispatch	8	\$25.60	\$26.29	\$26.93	\$27.63	\$28.34	\$29.08	\$29.81	\$30.61	\$31.28	\$32.00	\$32.72	\$33.43	\$34.21	\$34.97	\$35.76	\$36.55	\$37.38
	Officer 1	9	\$28.48	\$29.19	\$29.97	\$30.71	\$31.51	\$32.31	\$33.15	\$33.99	\$34.75	\$35.53	\$36.34	\$37.14	\$37.98	\$38.86	\$39.70	\$40.61	\$41.52
	Dispatch Sup	9	\$28.48	\$29.19	\$29.97	\$30.71	\$31.51	\$32.31	\$33.15	\$33.99	\$34.75	\$35.53	\$36.34	\$37.14	\$37.98	\$38.86	\$39.70	\$40.61	\$41.52
	Officer 2	10	\$31.66	\$32.47	\$33.30	\$34.17	\$35.04	\$35.91	\$36.82	\$37.77	\$38.61	\$39.49	\$40.39	\$41.27	\$42.20	\$43.16	\$44.15	\$45.12	\$46.14
	Tech Support	10	\$31.66	\$32.47	\$33.30	\$34.17	\$35.04	\$35.91	\$36.82	\$37.77	\$38.61	\$39.49	\$40.39	\$41.27	\$42.20	\$43.16	\$44.15	\$45.12	\$46.14
	Investigator	11	\$35.10	\$36.01	\$36.94	\$37.90	\$38.89	\$39.88	\$40.91	\$41.95	\$42.89	\$43.86	\$44.86	\$45.86	\$46.90	\$47.93	\$49.01	\$50.10	\$51.24
	Tech Support	11	\$35.10	\$36.01	\$36.94	\$37.90	\$38.89	\$39.88	\$40.91	\$41.95	\$42.89	\$43.86	\$44.86	\$45.86	\$46.90	\$47.93	\$49.01	\$50.10	\$51.24
	Sergeants	12	\$39.05	\$40.05	\$41.09	\$42.14	\$43.21	\$44.32	\$45.44	\$46.60	\$47.65	\$48.73	\$49.84	\$50.97	\$52.10	\$53.27	\$54.47	\$55.69	\$56.94

WPDEA Wage Scale for FY2022:  
 Section 20(A) is applicable for July 1, 2021 - June 30, 2022  
 Section 20(B) is applicable for July 1, 2021 - June 30, 2022 (1 step), including promotions  
 Section 20(E) is applicable for July 1, 2021 - June 30, 2022 (3-year ave CPI with min=2% and max=3.5%)

  
 Troy Ankerstey, Finance Director  
  
 Glenda D. Ledford, Mayor

6-1-2021  
 Date  
 6-1-2021  
 Date

  
 Jeff Shevaland, WPDEA President

05/26/21  
 Date