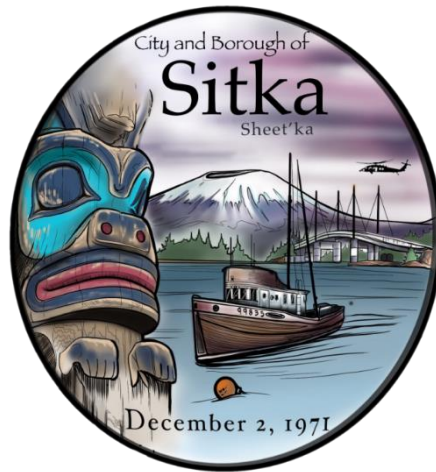


**COLLECTIVE BARGAINING AGREEMENT**

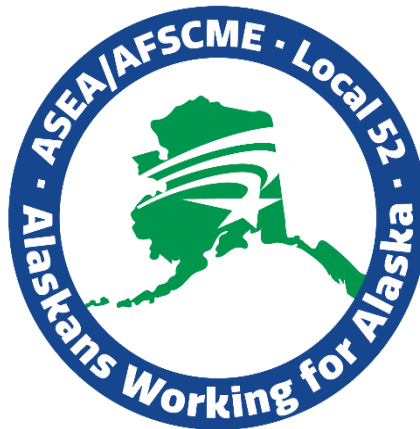
**BETWEEN THE**

**CITY AND BOROUGH OF SITKA**



**AND THE**

**ALASKA STATE EMPLOYEES ASSOCIATION AMERICAN  
FEDERATION OF STATE, COUNTY MUNICIPAL EMPLOYEES  
(ASEA/AFSCME) LOCAL 52, AFL-CIO**



**July 1, 2022 – June 30, 2025**

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## **PREAMBLE**

This Agreement is made by and between the City & Borough of Sitka, Alaska (the Employer) and the Alaska State Employees Association/American Federation of State, County and Municipal Employees (ASEA/AFSCME) Local 52, AFL-CIO (“ASEA”), covering the Employees in the General Government Unit consistent with the Sitka General Code. The policy and purpose of this Agreement is to promote harmonious and cooperative relations between government and its Employees and to protect the public by ensuring orderly and effective operations of government.

## **Article 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, and other terms and conditions of employment for all regular full-time and part-time Employees in the General Government Unit (“GGU”) certified by the Sitka Employment Relations Board.

## **Article 2 - UNION REPRESENTATION AND ACTIVITIES**

### **Section 2.01 Union Staff Representatives**

Union representatives who are not Employees shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit work areas with prior notice to and approval by the Department Head responsible for the work area to be visited. The Union shall provide a list of names of the Union Representatives to the Employer.

### **Section 2.02 Stewards**

- A. The Union may authorize up to six (6) Stewards. The Union shall provide a list of names of the Stewards to the Employer.
- B. Stewards are expected to perform Union business during non-work time or while using the ASEA business leave bank. However, Stewards shall be allowed to handle potential or actual grievances under this Agreement during working hours without loss of pay so long as such time does not interfere with their regular work assignments and responsibilities. Release from work to perform Steward duties shall be pre-approved by the Employee’s immediate Supervisor and will not be unreasonably denied. Time spent performing Steward duties during work time shall be recorded on the Employee’s time sheet as Steward duties.
- C. Stewards shall be allowed to post Union information on bulletin boards and may distribute Union information to other Employees covered by this Agreement in non-work areas and during non-work time.

### **Section 2.03 Meeting Space**

Meeting space in buildings owned or leased by the Employer may be used for Union meetings provided the request is approved by the Employer.

### **Section 2.04 Bulletin Boards**

The Employer shall provide bulletin boards and/or designated space on existing bulletin boards at each work location. The designated bulletin boards or space shall be for the sole and exclusive use of the Union.

### **Section 2.05 Union Use of the Employer's Email System**

A. Union Representatives, Union Officers, and Stewards may use the Employer's computer system to communicate with the Employer or Union regarding issues affecting the General Government Unit or the application or interpretation of this Agreement.

B. The Union may use the Employer's email system for broadcast distribution of the following information to its members with a copy to the Municipal Administrator:

Meeting notices  
Election or ratification notices

The Union may also distribute the Union's newsletters via the Employer email; however, the newsletter shall be sent to the Municipal Administrator, or designee, at least twenty-four (24) hours in advance.

C. The Union understands that any emails exchanged or distributed under this Section are not private and may be subject to the Employer's inspection. In the event the Union abuses its rights under this Section, the Employer reserves the right to deny the Union any access to the Employer's email system at any time during the life of this Agreement.

### **Section 2.06 Union Business Leave**

A. The parties agree to establish a Union Business Leave Bank which shall be administered by the Employer. A monthly report of the balance and withdrawals from the Bank shall be provided to the Union.

B. Donations

1. As a condition of employment and upon written authorization by a newly hired Employee, eight (8) hours of vacation leave shall be transferred from the Employee's vacation leave once it equals eight (8) hours or more.

2. At any time any Employee at their option may transfer vacation leave in at least one (1) hour increments to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit of the number of increments except that an Employee may not transfer more increments of vacation leave than are posted to the Employee's vacation leave balance at the time of the transfer request. The Employee's leave balance will be reduced by the amount of leave transferred to the Bank.

3. Upon written request from the Executive Director of ASEA/AFSCME Local 52, the Employer shall transfer up to four (4) hours at the start of each fiscal year from each Employee's vacation leave account to the Union Business Leave Bank.

C. All leave assessments to the Union Business Leave Bank will be converted to its dollar value at the rate of pay of the Employee from whom the leave was received. Those dollars (with benefit costs) shall be placed in the Union Business Leave Bank. When business leave is authorized by the Union, dollars will be withdrawn from the Union Business Leave Bank equal to the hourly rate (with benefit costs) of the Employee utilizing the leave times the hours of leave taken.

D. Use of Union Business Leave

1. The Union Business Leave Bank may be used for contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearings as witnesses for the Union and any other like purposes as may be determined by the Union.

2. Only the Executive Director, or designee, may authorize use of the Union Business Leave Bank in accordance with the following procedures:

- a. The Employee is responsible for obtaining permission for taking time off in accordance with vacation time off procedures.
- b. Once permission for the time off is granted, the leave slip shall be presented to the Union Executive Director, or designee, for approval.
- c. If approved, the Union shall sign the leave slip where designated and return the leave slip to the Employee.
- d. The Employee submits the leave slip with their timesheet.



- E. All vacation leave transferred to the Bank is final and not available for re-credit to an individual's vacation leave account.
- F. Should there be insufficient money available through the leave bank, the Employer shall approve vacation leave or leave without pay for purposes listed in D.1.
- G. The release of Employees for Union Business Leave purposes shall be handled on the same basis as release from duty for vacation leave. Such approval shall not be unreasonably withheld by the Supervisor.
- H. Time spent on Union Business Leave shall not be considered hours worked for overtime purposes.

### **Article 3 - UNION SECURITY**

#### **Section 3.01 Noninterference**

The Employer agrees that it will not in any manner directly or indirectly attempt to interfere between any Employee and the Union. It will not in any manner attempt to restrain any Employee from belonging to the Union or from taking an active part in Union affairs, and it will not discriminate against any Employee because of Union membership or activity, upholding Union principles, or working under the instruction of the Union or serving on a committee, provided that such activity is not contrary to this Agreement.

#### **Section 3.02 New Employee Notification**

- A. The Employer shall provide Union contact information to each new Employee during new hire orientation by Human Resources. The Employee is responsible to contact the Union.
- B. The Employer shall notify the Union of any new Employee hired who is covered by this Agreement not later than fifteen (15) calendar days after the Employee's start date.
- C. Stewards shall be allowed to contact a new Employee during work hours upon approval by the supervisor or Department Head and so long as it does not interfere with either employees work for a maximum of thirty (30) minutes during the first month of employment. Employees shall suffer no loss in compensation for time spent meeting under this paragraph.

#### **Section 3.03 Responsibility of Representation**

The Union owes the same responsibility of representation to all employees covered by

this Agreement as defined in Article 1 without respect to membership in the Union.

### **Section 3.04 Payroll Deductions**

- A. The Union Executive Director shall notify the Employer in writing of any increase or decrease in authorized dues at least thirty (30) calendar days prior to the effective date.
- B. The Employer shall deduct union dues from the wages of Employees who have authorized such dues deductions in writing.
- C. The Employer will forward any monies so authorized and deducted to the Union each month.
- D. In the event an Employee notifies the Employer in writing that the Employee no longer wishes to pay dues or assessments via payroll deduction, the Employer shall notify the Union upon receipt of such written notice stopping payroll deduction. The Employer shall not stop payroll deduction for ten (10) working days to allow the Union to discuss the Employee's obligations to the Union with the Employee. After ten (10) working days, the Employer shall stop the payroll deduction unless directed otherwise in writing by the Union with a copy to the Employee.
- E. The Union will indemnify the Employer against any and all liability which may arise regarding deduction by the Employer of money for Union membership dues from Employee wages.

### **Section 3.05 Information Supplied to the Union**

- A. The Employer shall provide the Union with a current list of Employees once per pay period at no cost to the Union. This list shall include the Employee's name, Employee number, organizational routing code, department, location, and termination date or last date in pay status, if applicable. The list will also itemize and show any regular deductions made and forwarded to the Union. The Employer shall also include information regarding personnel transactions adding or deleting Employees from the bargaining unit.
- B. The Union specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement, that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of information provided.

#### **Article 4 - MANAGEMENT RIGHTS**

The Union recognizes that any and all rights, not in conflict with this Agreement, concerned with the management of the Employer and the direction of the Employees shall be vested exclusively with the Employer. Management rights and responsibilities shall include, but are not limited to, the right to:

- A. Determine the overall mission and purpose of the Employer.
- B. Maintain and improve the efficiency and effectiveness of the City to provide its citizens and taxpayers with adequate and reliable municipal services.
- C. Determine and alter the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted and the priorities thereof.
- D. Determine the overall methods, processes, means, and personnel by which the work of the Employer is to be conducted.
- E. Lay off employees from duties or reduce the workforce because of lack of work or funds or under conditions where the Employer determines that continued work would be inefficient or nonproductive.
- F. Recruit, examine, select, promote, transfer and train personnel of its choosing, and determine the times and methods of such actions.
- G. Develop and modify class specifications, assign the salary range for each classification, and allocate positions to those classifications.
- H. Assign and direct the work; determine the methods, materials and tools to accomplish the work; designate duty stations and assign personnel to those duty stations.
- I. Discipline, suspend, demote, or dismiss Employees for just cause.
- J. Adopt policies, rules, regulations, educational programs, safety programs and any other measures not in conflict with this Agreement, necessary to assure the efficient and effective operations of the Employer.

#### **Article 5 - NO STRIKE AND NO LOCKOUT**

The Union agrees that during the life of this Agreement, neither the Union nor its agents or Employees will authorize, instigate, aid or engage in any work stoppage, refusal to work or strike against the Employer. The Employer agrees that during the life of this Agreement there will be no lockout.

## **Article 6 - NON-DISCRIMINATION**

A. Both the Employer and the Union agree to comply with all applicable federal, state and local laws prohibiting discrimination. Neither the Employer nor the Union will discriminate against any Employee on the basis of race, sex, religion, color, marital or parental status, age, national origin, mental or physical disability, sexual orientation, or any other status protected by federal, state or local law.

B. The Employer, the Union, and all employees agree to work together to promote and ensure a respectful, professional, and courteous workplace for all. Employees agree to raise any concerns of disrespectful, unprofessional, or rude conduct in the workplace with their immediate supervisor or Department Head before bringing such concerns to Human Resources.

## **Article 7 - LABOR-MANAGEMENT COMMITTEE**

The parties agree to convene a labor-management committee as needed to discuss issues affecting the General Government Unit Employees. The committee shall include up to three (3) management team members and up to three (3) team members from the Union. Meetings shall not exceed three (3) hours, unless mutually agreed to otherwise. A request to hold such a meeting shall be sent in writing to either the Human Resources Director or the President of the Sitka ASEA chapter. Meetings will convene not later than thirty (30) days after receipt of such notice unless agreed to otherwise. There shall be no more than three (3) labor-management committee meetings under this article each calendar year unless agreed to otherwise.

## **Article 8 - PERSONNEL FILES**

### **Section 8.01 Employee Access**

A. Employees shall have access to their personnel file in Human Resources upon reasonable notice and at reasonable times.

B. Employees may request a copy of any document in their personnel file.

C. Employees may also submit job-related documents to be added to their personnel file with the approval of the Human Resources Director which shall not be unreasonably denied.

### **Section 8.02 Union Access**

A. Upon receipt of written authorization from an Employee, a designated Union Representative, Union Officer, or Steward will have the right to inspect the Employee's personnel file upon reasonable notice and at reasonable times.

B. Upon receipt of written authorization from an Employee, the Union may request copies from the Human Resources Director of documents from the Employee's personnel file. The Employer reserves the right to charge the Union the cost of such copying.

C. The Union Representative, Union Officers and Stewards understand and agree that all information contained in an Employee's personnel file is confidential. The Union Representative, Union Officers and Stewards will handle such confidential information in a manner to ensure the Employee's right to privacy is protected.

### **Section 8.03 Removal of Documents**

An Employee may request a disciplinary action in the Employee's personnel file be removed after twelve (12) months, and once every calendar year thereafter. Such requests must be in writing submitted to the Human Resources Director. Removal of any disciplinary actions is subject to the approval of the Municipal Administrator.

## **Article 9 - VACANCIES**

### **Section 9.01 Posting of Vacancies**

A. Whenever a vacancy occurs in a position the Employer intends to fill in the bargaining unit, a notice of such vacancy shall be posted on bulletin boards and electronic bulletin boards normally used for communicating with Employees.

B. The Employer shall post vacancies internally at least five (5) working days prior to external advertisements.

C. Upon posting, Employees may apply for the position in writing for a period of not less than ten (10) working days.

### **Section 9.02 Current, Qualified Employees Rights to be Considered**

A. When there are current, qualified Employees within the bargaining unit interested and available for the Department vacancy, the Employer shall endeavor to hire, promote, or transfer from within the existing work force. Where applicants' qualifications are the same, as determined by the Employer, the applicant with the most Department seniority shall be selected.

B. Any current Department bargaining unit member who meets the minimum qualifications set forth in the job description who applies for a vacancy within the Department shall at a minimum receive an interview during the hiring process.

## **Article 10 - DISCIPLINE AND DISCHARGE AND RESIGNATION**

### **Section 10.01 Discipline and Discharge**

- A. The Employer shall not discipline or discharge an Employee without just cause.
- B. The Employer shall normally utilize progressive discipline to correct Employee misconduct. However, the Employer reserves the right to issue any level of discipline in its discretion based on the severity of the offense.
- C. Any discipline imposed upon a regular Employee may be processed as a grievance through the grievance procedure, so long as the Employee has completed the Employee's initial probationary period.
- D. An Employee has the right to request and receive Union representation during any investigative interview in which the Employee reasonably believes the interview could lead to discipline or discharge. If the Employee requests a Union representative at any time before or during their investigative interview, the Employer agrees to immediately stop the interview until a later time when a Union representative is present. The Employee shall be advised of the subject not later than the commencement of the investigative interview and be responsible for contacting the Union representative who will participate.
- E. Employees and the Union shall receive a copy of any written disciplinary action that is placed in the Employee's personnel file.

### **Section 10.02 Resignation**

- A. To remain in good standing, an Employee who intends to terminate service with the Employer should submit a written resignation to the Employee's immediate Supervisor stating the Employee's last date of employment. Resignation notices shall be submitted as early as possible, but at least two (2) weeks before the final work day unless mutually agreed otherwise by the Employer.
- B. A copy of the Employee's resignation shall be filed in the Employee's personnel file.
- C. At the Employer's option, the resignation may be accepted upon receipt and the Employee will be relieved of all duties immediately. In such circumstances, the Employee shall receive full pay and benefits for the notice period up to two (2) weeks.
- D. An Employee may request in writing to their Department Head that their resignation be rescinded within 48 hours after it has been submitted. The Municipal Administrator, or designee, after recommendation by the Department Head, shall decide whether the Employees request shall be granted.

## **Article 11 - PROBATIONARY PERIODS**

### **Section 11.01 New Employees**

Every new regular Employee shall serve a six-month probationary period (180 consecutive days of service from date of hire) during which time the Employee may be terminated at the sole discretion of the Employer without right of appeal. All probationary Employees shall accrue service credits and seniority during the probationary period. An Employee's probationary period may be extended by mutual Agreement between the Employer and Union.

### **Section 11.02 Promoted or Transferred Employees**

Current regular Employees who are promoted or transferred to a different position shall serve a three-month (90 consecutive days from date of promotion or transfer) probationary period. If the Employee's performance in the new position is unsatisfactory in the Employer's sole discretion or at the Employee's choosing, the Employee may be returned to their previous position if vacant or to another vacant position so long as the Employee is qualified for that position. This employment action shall not be construed to be a demotion or disciplinary action requiring just cause.

## **Article 12 - GRIEVANCE ARBITRATION**

### **Section 12.01 Informal Resolution**

Differences between Employees and the Employer should be resolved as quickly and satisfactorily as possible. To achieve this goal, Employees are expected to discuss any differences with their immediate Supervisor as soon as possible after they are aware of the event leading to the difference and prior to the filing of a grievance. Supervisors are similarly expected to be responsive to such discussion. Resolutions that may be reached during this informal process may not conflict with this Agreement or applicable written laws or regulations.

### **Section 12.02 Definition of Grievance**

A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement.

### **Section 12.03 Exclusive Procedure**

A. The Union or the aggrieved Employee or Employees shall use the following procedure as the sole means of settling grievances as defined in Section 12.02 above unless mutually agreed otherwise.

B. This procedure shall not be available to probationary Employees during their initial probationary period if the Employee is discharged. Probationary Employees may appeal a discharge by filing a written notice with the Municipal Administrator. The Municipal Administrator's decision will be final.

C. Letters of instruction and performance appraisals that do not affect the Employee's pay status are not subject to this grievance procedure.

#### **Section 12.04 Time Frames**

A. Any grievance, whether individual or a class action, must be brought to the attention of the Employer, consistent with the procedures set forth in this Article, within fifteen (15) working days of the effective date of the disputed action or inaction or the date the Employee is made aware of the action or inaction, whichever is later.

B. All grievances resulting from dismissal, demotion for cause, or a single suspension in excess of thirty (30) calendar days shall be submitted at Step Two. Such grievances shall be brought to the attention of the Employer within fifteen (15) working days of the action or knowledge thereof.

C. If the Employer fails to render a decision in the allotted time frame, the grievance may be advanced to the next step of the procedure by the Union. Any grievance not filed by the Union according to the procedures and time frames in Section 12.04 shall not be entitled to further consideration unless mutually agreed to otherwise.

D. Allotted time frames may be extended by written mutual agreement.

- Deadlines for submission of a grievance at Step Two and above shall be counted from the date of receipt of a response from the Employer, or the date the response is due, whichever is earlier.
- Date of receipt of a grievance, response, or demand for arbitration shall be either seven (7) calendar days following date of postmark, the date of a signed verification of receipt through the US Mail or in person, a faxed copy with date of receipt noted on it, or a copy of an email transmission showing date sent.
- All mailed material relating to Steps Two, Three, and Four of a grievance shall be accomplished through a proof of receipt method. Postmarks shall be relied on to satisfy the time frames in this Article.

#### **Section 12.05 Grievance Procedures**

A. Grievances shall be processed on forms provided by the Union. The grievance shall state the facts giving rise to the grievance, the provisions of the Agreement that have been violated, and the remedy requested.



## B. Class Action Grievances

A class action grievance is a situation which affects two (2) or more Employees in the same manner. Class action grievances shall be submitted by the Union Representative to the Department Head, or if the Employees are from different departments, to the Municipal Administrator. Class action grievances must identify each individual grievant by name, job class and department to the extent possible.

## C. Grievance Steps

### STEP ONE:

- a) Within fifteen (15) working days of the disputed action or inaction, or the date the Employee is made aware of the action or inaction, whichever is later, the aggrieved Employee, Union Representative, or Steward, may submit a grievance in writing to the Employee's first level Supervisor outside of the bargaining unit.
- b) The Supervisor shall respond to the grievance in writing within fifteen (15) working days after its presentation. Copies of the Supervisor's response shall be provided to the Employee, if initiated by the Employee without Union assistance, and Union.
- c) The Supervisor may resolve the matter so long as such resolution is consistent with this Agreement and the law, subject to the approval of the Municipal Administrator. Resolutions at Step One contrary to this Agreement or the law may be reopened through written notice to either party and re-filed for reconsideration at Step Three below.

### STEP TWO:

- a) Failing to settle the grievance at Step One, the grievance will be submitted by the Union Representative or Steward to the Department Head in which the grievant is employed within fifteen (15) working days after the response from Step One is due or received whichever is earlier. The Department Head shall respond in writing to the Union within fifteen (15) working days after receipt of the appeal.
- b) If the first level Supervisor is the Department Head and the grievance is not resolved at Step One, Step Two shall be skipped and the grievance filed at Step Three.

### STEP THREE:

Failing to settle the grievance at Step Two, the appeal will be submitted by the Union Representative in writing to Municipal Administrator within fifteen (15) working days after the response from Step Two is due or received, whichever is earlier. The Municipal Administrator shall respond in writing to the Union within fifteen (15) working days after receipt of the grievance.

### STEP FOUR:

Any grievance which is not settled at Step Three may be submitted by the Union to arbitration. This demand for arbitration must be sent to the Municipal Administrator in writing within twenty (20) working days after the response from Step Three is due or received whichever is earlier. The Union shall state specifically which article(s) and section(s) the Employer may have violated and the manner in which the violation is alleged to have occurred.

## **Section 12.06      Arbitration**

- A. When arbitration becomes necessary to resolve a dispute, the Union will contact the Federal Mediation and Conciliation Service ("FMCS") not later than twenty (20) calendar days after the date of the demand for arbitration and ask for a panel of eleven (11) arbitrators. The Employer shall be copied with the request to the FMCS and will pay for one-half (1/2) of the cost of the panel.
- B. The Union shall contact the Employer within twenty (20) calendar days to select an arbitrator once the FMCS panel has been received, unless the parties mutually agree to additional time.
- C. The parties shall select the arbitrator by alternately striking one (1) name at a time from the list of eleven (11) until only one (1) name remains on the list. The parties demanding arbitration will strike first. The name of the arbitrator remaining on the list shall be accepted by the parties as the arbitrator, and arbitration shall commence on a mutually acceptable date.
- D. Once arbitration has been requested, any period of inactivity with a grievance pending arbitration by the requesting party for thirty (30) calendar days shall result in the grievance matter being closed except in the case of a scheduled arbitration that is more than thirty (30) calendar days past the last activity.
- E. Pre-submission meeting. No later than seven (7) working days prior to the scheduled arbitration meeting, the parties shall exchange information and attempt to agree on the phrasing of the question(s) to be submitted to the arbitrator. Each party shall inform the other of any witnesses it intends to present testimony at the hearing and whether or not either party intends, if known, to file a post-hearing brief.

## **Section 12.07 Authority of the Arbitrator**

A. Question as to whether a matter is arbitrable shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question. Once a determination is made that the matter is arbitrable, the arbitrator shall then proceed to hear the merits of the dispute.

B. The parties agree that the decision or award of the arbitrator shall be final and binding. The arbitrator's function is to interpret the Agreement and is limited to considering the particular issue(s) set forth in the written grievance and responses. The arbitrator shall have no authority to rule contrary to, amend, add to, subtract from or eliminate any of the terms of this Agreement. The arbitrator shall have no power to modify a penalty or other management action except by finding a contractual violation. The arbitrator shall not award or grant any right, privilege, or benefit to the Union or Employees not provided for by this Agreement.

C. The arbitrator shall be requested to provide a written decision and award within 30 working days of the hearing's completion or after receipt of post-hearing briefs, unless the parties consent to a longer time.

D. Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his/her fees and expenses to the losing party, i.e., either to the Union or to the Employer; if there is no losing party, the fees and expenses shall be apportioned by the arbitrator between the parties. The parties shall use their best efforts to minimize the costs of any arbitration.

E. A grievant shall be allowed to attend the arbitration proceeding without loss of pay. If the grievance is a class action, the Union may designate which grievant shall represent the class at arbitration without loss of pay. Witnesses, who are employed by the Employer, may participate in arbitration without loss of pay for time required to testify at the hearing. Union officers or Stewards who want to attend the arbitration will be required to use ASEA business leave bank.

## **Article 13 - PERSONNEL POLICIES HANDBOOK**

### **Section 13.01 Personnel Policies Handbook Applies**

The City and Borough of Sitka Personnel Policies Handbook, as amended and adopted by the Assembly on December 14, 2021 shall apply to employees covered by this Agreement except as and only if expressly modified in this Agreement.

### **Section 13.02 Conflict Between Handbook and Agreement**

Where a specific provision of the Personnel Policies Handbook addresses or conflicts with a specific Article or Section of this Agreement, the Article or Section of this Agreement shall prevail.

### **Section 13.03 Notice of Amendments**

- A. The Employer reserves the right at any time to propose amendments to the Personnel Policies Handbook and to seek approval from the Assembly for such change.
- B. The Employer shall provide the Union with written notice of any proposed amendments prior to submitting to the Assembly. The Union will be given the opportunity to discuss any such amendments with the HR Director and Municipal Administrator prior to submission to the Assembly. If a mandatory subject of bargaining, the parties agree to meet and negotiate any such amendments before becoming effective.

## **Article 14 - SAFETY AND HEALTH**

### **Section 14.01 Employer Responsibilities**

The Employer shall comply with applicable federal and state occupational safety laws and regulations and industry standards. The Employer shall make every effort to provide a safe and healthful workplace.

### **Section 14.02 Employee Responsibilities**

Each Employee is required to act with due care and regard for his own safety and that of his fellow Employees. All Employees shall comply with applicable federal and state occupational safety laws and regulations and industry standards. Employees shall also follow all applicable Employer safety policies and rules. Employees shall not knowingly or negligently expose or subject themselves or others to unsafe working conditions.

### **Section 14.03 Refusal to Work Under Unsafe Conditions**

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

### **Section 14.04 Safety and Health Committee**

The Union and Employer agree to establish an ASEA Safety and Health Committee upon request in writing by either party. The ASEA Safety and Health Committee shall meet upon written notice to the other party but not more often than quarterly to discuss safety-related issues. The committee shall consist of two management representatives and two representatives from the Union.

## **Section 14.05      Tools and Equipment**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer.

## **Section 14.06      Protective Clothing**

Protective apparel required by the Employer shall be provided and cleaned by the Employer.

## **Section 14.07      Employer-Designated Clothing or Uniforms**

If the Employer designates specific clothing or uniforms for the Employees to wear while performing work for the Employer, the Employer shall provide the clothing or uniforms.

## **Article 15 - LAYOFF**

### **Section 15.01      Layoff**

A. Layoff shall be used only when there is a need to reduce the workforce because of lack of work or funds or under conditions where the Employer determines that continued work would be inefficient or nonproductive.

B. No regular Employee shall be laid off while there are temporary Employees performing the same work as determined by the Employer.

C. There shall be two layoff lists: part-time and full-time by Department. The Employer reserves the right to determine which list shall be utilized if layoffs become necessary.

D. The Department Head, subject to approval by the Municipal Administrator and the Assembly, shall decide what work shall be eliminated in a layoff situation within their Department. Consideration shall be given to the length of service of employees affected and the possibility of transferring or demoting the Employee to be laid off to another position for which they are qualified. If two or more employees perform the same work, the employees(s) with the lowest department Seniority shall be laid off.

1. Department Seniority shall be determined based on the length of time an Employee has been employed by a specific department.

2. Departments for purposes of this Article are Harbors, Library, Public Works, Assessor, Harrigan Centennial Hall, Finance, and IT.

## **Section 15.02      Layoff Notice**

In the event an Employee is to be laid off, the Employee shall be given at least thirty (30) calendar days written notice of such lay off and two (2) weeks of severance pay in addition to whatever wages are due.

## **Section 15.03      Bumping Rights**

A.      If a full-time or part-time Employee is given a layoff notice pursuant to Section 15.02, and the Employee has more seniority than a part-time Employee in the same Department, the Employee, if qualified, may move to the part-time position in lieu of layoff.

1. Within ten (10) working days after receipt of layoff notice, the full-time Employee must provide the Department Head written notice of intent to move to the part-time position.

2. Pay Rates and Benefits

- a. If the full-time Employee bumps into a different job classification, the full-time Employee shall be paid at the part-time hourly rate of the incumbent with pro-rated benefits. The Employer may offer a higher hourly rate of pay based on qualifications and years of service with the City.

- b. If the full-time Employee bumps into the same job classification, the full-time Employee shall maintain their hourly rate but have all benefits pro-rated.

- c. The part-time Employee shall be laid off.

B.      If a full-time Employee is given a layoff notice pursuant to Section 17.02 and the Employee has more seniority than a full-time employee in the same department, the Employee may move to the position held by the least senior employee in lieu of layoff so long as the Employee is qualified for the job.

1. The layoff notice shall include the available position for bumping purposes.

2. Within five (5) working days after receipt of the layoff notice, the Employee shall notify the Department Head in writing of their intent to move to the available position.

3. If, the Employee disagrees with the layoff notice and available position identified, then the Employee shall within five (5) working days notify the Department Head in writing that they believe a different position should be made available to them in lieu of layoff with a copy to Human Resources.

4. Upon receipt of the Employee notice of disagreement, Human Resources shall re-evaluate the seniority lists and job classes to determine if any other position is available for which the Employee is qualified and the incumbent is less senior.

a. A final decision by Human Resources regarding a different position for bumping purposes shall be offered in writing to the Employee within five (5) working days after receipt of the notice of disagreement.

b. The Employee has five (5) working days after receipt of the written decision by Human Resources to accept one of the following:

- 1) The original position offered in lieu of layoff
- 2) The second position offered in lieu of layoff
- 3) Accept the layoff

#### 5. Pay Rates and Benefits

a. If the full-time Employee bumps into a different job classification, the Employee shall be paid at the hourly rate of the incumbent but shall maintain their existing rate of benefits. The Employer may offer a higher hourly rate of pay based on qualifications and years of service.

b. If the Employee bumps into the same job classification, the Employee shall maintain their hourly rate and benefits.

### **Section 15.04 Recall Rights**

An Employee's name shall remain on the layoff list for a period of two (2) years and subject to recall if the position from which they were laid off is re-established. Employees laid off shall be considered and given an opportunity to interview for any vacancy that arises during the two (2) year recall period so long as the Employee is qualified.

## **Article 16 - HOURS OF WORK, OVERTIME, PREMIUM PAY, SHIFTS, AND BREAKS**

### **Section 16.01 Hours of Work**

A. Department Heads shall determine the hours of work, the workdays and work week, the work schedules including shift assignments, and work periods of all Employees.

B. The regular workweek shall consist of five (5) days at eight (8) hours per day, or upon approval of the Department Head, four (4) days at ten (10) hours per day. Part-time Employees schedules shall be established consistent with Section 4.1 (b) of the Personnel Policies Handbook.

C. Employee(s) may request a flexible schedule regarding hours of work (flextime) or days of work (alternate work schedule). Establishment of such flextime or alternate work schedule must be approved by the Department Head.

### **Section 16.02 Overtime**

A. All overtime work must have the prior approval of the Department Head, or designee, except in an emergency. The Employee's immediate supervisor shall review and approve overtime for payment on the Employee's timesheet.

B. Employees shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours a workweek

C. Overtime shall be distributed as equally as possible based on operational need and among qualified Employees who normally perform the work in which the overtime is needed.

### **Section 16.03 Call-Out**

A. Regular Employees who are called out to work outside of their regular work shift shall receive a minimum of two (2) hours of "call-out pay" calculated at one- and one-half times the Employee's regular rate of pay or for all hours worked, whichever is greater. No shift differential shall be included in the regular rate of pay or be paid when an Employee is called out unless otherwise authorized in writing by the Department Head for work performed between 11:00 p.m. and 6:59 a.m. as provided in Section 18.04 D.

B. Employees are eligible to be paid for one call-out during any two (2) hour period, even if the Employee is called out more than once during the same two (2) hour period.

C. If an Employee is required to be on unscheduled duty due to a call-out for more than four consecutive hours and for every four consecutive hours of continuous duty thereafter, the Employee will be provided a paid half-hour break for meal purposes. Any paid break under this paragraph will be treated as hours worked for overtime purposes.

### **Section 16.04 Standby Pay**

A. When the Employer instructs an Employee to remain available for work in a "standby" status after regularly scheduled work hours, on scheduled days off, or on holidays, the Employee shall receive \$4.00 per hour for each hour the Employee is on standby status.

B. Standby pay is only paid for actual hours in standby status. Standby pay shall not be paid for regular hours worked, overtime, or call-out.



C. Employees on standby status are expected to be reachable and to respond ready to work within 30 minutes.

D. At the discretion of the Department Head, an Employee on stand-by who is not available in accordance with 18.04C and who does not provide a reasonable justification for the Employee's failure to be reached or report as required when called, may be subject to forfeiture of stand-by pay for that stand-by pay period as determined by the Department Head.

E. When emergency work is required, the Employee on stand-by status will be called out.

### **Section 16.05 Shift Differential Pay**

A. Employees shall be designated by their immediate supervisor to be on the day or evening shift on their timesheet submitted to payroll.

B. Shift differential pay shall be paid based on the start time of the Employee's shift which will be designated on the timesheet based on the following:

1. Day shift shall be from 6:00 a.m. to 2:59 p.m. No differential will be paid.
2. Evening shift shall be from 3:00 p.m. to 10:59 p.m. A differential of \$1.50 per hour shall be paid in addition to the regular rate of pay.

C. At the discretion of the Department Head, an Employee who is called out under Section 18.03 above or assigned a change in work schedule or shift assignment under Section 18.06 below that starts after 11:00 p.m. but before 6:59 a.m. may be paid a night differential of \$2.00 per hour in addition to the Employee's regular rate of pay for their entire shift at the discretion of the Employer. Approval of the night differential under this paragraph must be authorized in writing by the Department Head.

D. When an Employee is assigned a temporary split shift for operational reasons which results in the Employee otherwise losing their shift differential for part of their day's work, the Employee will be kept whole for the entire shift at the shift differential rate set forth in Section 18.05B.2.

### **Section 16.06 Notice of Change in Work Schedule or Shift Assignment**

The Employer shall provide ten (10) working days written notice to the affected Employees prior to making changes in their work schedule or shift assignment except in an emergency such as weather, or when mutually agreed upon between the Employer and the affected Employee.

### **Section 16.07 Breaks**

A. Rest Periods. Employees normally shall have two rest periods of not more than fifteen (15) minutes each approximately halfway during the first and second half of their workday subject to the approval of the Employee's immediate Supervisor.

B. Meal Periods. Work schedules shall normally provide for the workday to be interrupted at approximately the mid-point for an unpaid meal period of at least thirty (30) minutes and not more than one (1) hour as scheduled by the Employee's immediate Supervisor after consultation with the Employee.

## Article 17 - HOLIDAYS

### **Section 17.01 Designated Holidays**

A. All Employees covered by this Agreement shall have nine (9) paid holidays per year to be observed on the following days:

New Year's Day	January 1
Martin Luther King, Jr.	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Alaska Day	October 18
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

and such other days as may be proclaimed by the Municipal Administrator. Veteran's Day may be taken the day after Thanksgiving if approved by the Employee's Supervisor in writing in advance of November 11.

B. All Employees employed on January 1 of each year of this Agreement shall receive twenty (20) hours for floating holidays to be used on or before December 31 of each calendar year.

C. A holiday shall consist of eight (8) hours off with pay for all regular full-time Employees except for part-time regular Employees, for whom holiday hours shall be accrued and used based upon the ratio of time worked compared to a full-time Employee (FTE) as listed in the current fiscal year's budget book.

### **Section 17.02 Observance of Holidays**

A. A designated holiday will be observed on the calendar day on which it falls, except as follows. If the holiday falls on an Employee's first regularly scheduled day off, it will be observed on the preceding day. If the holiday falls on the Employee's other scheduled day off, it will be observed on the first workday following the holiday.

B. In situations where employees work both the designated and actual holiday, the designated holiday will be the recognized holiday for purposes of this Article. Under no circumstances is an Employee compensated for two holidays when the designated and actual holidays are on different days.

**Section 17.03 Holiday Worked Compensation**

A. All hours worked on a holiday shall be compensated at one and one-half times the Employee's regular rate of pay.

B. All hours worked on a holiday shall be counted toward hours worked for overtime purposes.

C. No additional time off or pay will be granted for a holiday worked.

**Article 18 - TIME OFF**

**Section 18.01 Vacation**

A. All regular full-time Employees covered by this Agreement shall accrue vacation at the following rate. Regular part-time Employees shall accrue vacation on a ratio of the hours they work to a forty (40) hour week.

Years of Service	Accrual Rate Bi-Weekly	Accrual Rate Each Year	Mandatory Yearly Usage
0 year through 3 <sup>rd</sup>	4.01	104 hours	40 hours
4 <sup>th</sup> year through 7 <sup>th</sup>	5.85	152 hours	80 hours
8 <sup>th</sup> year through 10 <sup>th</sup>	7.70	200 hours	120 hours
Start of 11 <sup>th</sup> year	9.54	248 hours	120 hours

B. No vacation will accrue while on leave-without-pay.

C. Vacation shall be taken with authorization of the immediate Supervisor and shall be paid at the current rate of pay. Employee requests for time off under this Section shall be granted based on operational needs and shall not be unreasonably denied.

D. Vacation shall not accrue and may not be taken prior to six (6) months of continuous satisfactory service, but after six months of employment, vacation time shall accrue retroactive to the date of employment.

E. Vacation accrued but not taken shall accumulate to a maximum of not more than 560 hours as of June 30 of each year. Any hours in excess of 560 shall be paid on

the check issued in the first full pay period of the fiscal year.

F. When a holiday falls when an Employee is on vacation, the Employee shall be paid for the holiday without a deduction from accrued vacation.

G. Accrued vacation will be paid to Employees upon termination after six (6) months of service.

H. Each fiscal year, Employees with more than one hundred twenty (120) accrued vacation leave may receive payment for all or part of vacation leave in excess of one hundred and twenty (120) hours. The leave balance shall be reduced accordingly. Such payment does not eliminate the mandatory leave use requirements set forth in this Section. Conversion payments are limited to twice each calendar year.

I. An Employee may request an advance of their vacation pay if they are going to be absent for more than ten (10) consecutive days and during which time a payroll is paid. The request to payroll must be made at least five (5) working days before the Employee's vacation is to begin and must include the signature of the Employee's immediate supervisor. Otherwise, Employees shall receive their paycheck on regular scheduled pay days while on vacation.

J. The Employer shall remind each Employee in writing not later than April 1 of the need to use mandatory vacation time off and an accounting of time off used by the Employee between July 1 and March 31 of current fiscal year. Employees who do not use their mandatory time off as required shall forfeit the remaining balance of their unused mandatory time off as of June 30 of each calendar year. When operational needs do not allow an Employee to take the required time off, the Municipal Administrator may extend the time to use mandatory leave. An extension does not waive the following year's mandatory leave usage requirement.

## **Section 18.02 Sick Leave**

A. Regular full-time Employees shall accrue sick leave at the rate of ten (10) hours for each calendar month of employment. Regular part-time Employees shall accrue sick leave on a ratio of the hours they work to a forty (40) hours week. No sick leave will accrue while on leave- without-pay.

B. Sick leave accrual shall be capped at a maximum of 720 hours. There shall be no accrual after the cap has been reached; accrual will resume once the Employee's sick leave balance is less than 720 hours for regular Employees.

C. Donation of Leave

Employees may donate vacation accrual for used to aid another employee who has a serious health condition or is caring for an immediate family member who has a serious health condition in accordance with Personnel Policies Handbook.

D. Employees are responsible to notify their immediate Supervisor or the Department Head as soon as possible prior to the beginning of the Employee's shift if they are to be absent.

E. Sick leave shall be paid at the Employee's current rate of pay and may be used for the Employee's illness or injury. Up to 120 hours of sick leave may be used or for the illness or injury of the Employee's immediate family members each calendar year. Up to 40 hours of sick leave may be used for a death in the Employee's immediate family. "Immediate family" for purposes of this section includes the Employee's spouse, children, parents, siblings, parents-in law, grandparents, or grandchildren.

F. The Employer may require a certificate from a medical provider confirming the absence was due to illness or injury for three days or more or to provide a fitness to return to duty for any absence. If an Employee is absent due to illness or injury for more than 10 days in a 12- month period, the Employer reserves the right to require the Employee provide a certificate for every absence.

G. When a holiday falls when an Employee is on sick leave, the Employee shall be paid for the holiday without a deduction from accrued sick leave.

H. Employees shall be eligible for a sick leave benefit from date of hire. Sick leave will be granted to the Employee commencing on the first day of illness.

I. Sick leave has no cash value, and will not be cashed out upon termination.

J. Conversion of Sick Leave

1. Employees who have used no more than forty (40) hours of sick leave during the calendar year will have up to forty (40) hours of sick leave converted to vacation time.
2. Employees who have used more than forty (40) hours but not more than eighty (80) hours will receive a sick leave conversion equal to the actual hours not used between forty (40) and eighty (80) during the calendar year.
3. Part-time regular employees shall be able to convert sick leave to vacation leave on a pro rata basis upon the relationship between their employment hours and full-time employment
4. Nothing in this Section should encourage or discourage employees from using their sick leave when sick.

### **Section 18.03      Family and Medical Leave**

The Employer shall grant family and medical leave consistent with both the Federal and State Family and Medical Leave Act effective the first day of the authorized leave as provided in the Personnel Policies Handbook.

**Section 18.04 Leave Without Pay**

Leave without pay shall be permitted consistent with the Personnel Policies Handbook.

**Section 18.05 Military Leave**

Employees shall be eligible for military time consistent with federal (USERRA) and state law (AS 39.20.340) governing military time off.

**Section 18.06 Court Leave**

Employees shall be eligible for court leave consistent with the Personnel Policies Handbook.

**Section 18.07 Time Off to Vote**

Employees shall be granted a reasonable amount of time off to vote if the polls are not open before or after the Employee's shift begins or if the Employee is unable to take the Employee's meal period off to vote.

**Section 18.08 Time Off for Certification**

When required or requested by the Employer, Employees shall be granted time off with pay to obtain the required or requested certification, accreditation, or licensure.

**Article 19 - WORKING OUT OF JOB CLASSIFICATION**

**Section 19.01 Temporary Working in a Higher Classification**

When an Employee is temporarily required to perform work in another higher classification for eight (8) or more hours, the Employee shall be paid the higher rate for all hours worked in the higher classification. Such assignment shall be designated in writing by the Employee's immediate Supervisor and submitted with the Employee's timesheet to payroll. In the event a Supervisor is absent, the Employees shall be notified in writing who shall serve as the temporary supervisor in their absence.

**Section 19.02 Temporary Transfer to Lower Classification**

An Employee will not suffer a reduction in pay if the Employee is temporarily reassigned to a job carrying a lower pay grade at the direction of the Employer. If the reassignment is at the Employee's request or it is a demotion for disciplinary reasons, the Employee

will be subject to the grade of the lower paid position and may have their pay reduced.

### **Section 19.03      Job Classification Review**

A.        If an Employee believes the Employee's job description or grade assignment is incorrect or needs adjusting, the Employee may request that either the job description or grade assignment or both be reviewed in accordance with the Personnel Policies Handbook.

B.        If a group of Employees in the same job classification in the same Department believe their job description or grade assignment is incorrect or needs adjusting, the Union may submit the request on behalf of more than one Employee to the Human Resources Director who will process it in accordance the Personnel Policies.

## **Article 20 – WAGES**

### **Section 20.01      Cost-of-Living Increases to Matrix**

A.        Effective July 1, 2022, all Employees covered by this Agreement shall be placed in the appropriate grade on the attached ASEA Matrix (Appendix B) based on their job title as set forth in Appendix A.

B.        The Matrix shall have two cost-of-living adjustments during the life of this Agreement.

1. Effective July 1, 2023, the cost-of-living adjustment to the Matrix will be three-and-one-half percent (3.5%) (Appendix C).
2. Effective July 1, 2024, the cost-of-living adjustment to the Matrix will be two and one-half percent (2.5%) (Appendix D).

C.        Nothing in this Agreement precludes the Employer, in its sole discretion, from adjusting job titles and grade assignments in Appendix A during the life of this Agreement. The Employer shall notify the Union in writing no less than thirty (30) days after any such change is made under this Paragraph.

### **Section 20.02      Step Movement**

Employees will be eligible to move one step during FY 25 (July 1, 2024 through June 30, 2025) on their anniversary date so long as they have not received an unsatisfactory overall performance rating during the prior twelve-month period before the Employee's anniversary date.

### **Section 20.03      Probationary Period Increase**

Employees who satisfactorily complete their probationary period shall receive a 2.5% increase in their starting wage.

#### **Section 20.04 Determining Wage Rates for Various Personnel Actions**

- A. The Employer shall determine the starting wage for any new hire in its sole discretion.
- B. The Employer shall determine the wage for any promotion of an Employee covered by this Agreement. Upon promotion, the Employee shall receive a minimum increase of five percent (5%) effective on the date of the promotion.
- C. When an Employee's position is reclassified and the reclassification results in a reduction in pay, the Employee's current pay rate shall not be reduced. If it is reclassified and the reclassification results in a pay increase, the Employee's wage rate shall be determined consistent with paragraph B above.
- D. When an Employee applies for and is hired into a different position with the City at a lower pay rate, the Employee's wage shall be reduced. The Employer and the Employee shall determine the pay rate for the transferred position.
- E. The Employer shall notify the Union in writing no less than thirty (30) days after any personnel action is taken under this Section.

#### **Section 20.05 Direct Deposit**

All Employees are encouraged to authorize in writing direct deposit of their paychecks.

#### **Section 20.06 Severance Pay**

When an Employee with a regular appointment in good standing is laid off, the Employee is entitled to severance pay of two (2) weeks regular pay in addition to whatever wages are due. In the event of termination by death, his or her heirs, assigns, or estate shall be entitled to this severance pay.

### **Article 21 - HEALTH INSURANCE**

#### **Section 21.01 Premium Costs**

- A. Full time regular Employees may enroll in the Employer group health insurance plan with the Employer paying 90% of the Employees' and dependents' health insurance premium. The Employee shall pay the remaining 10% of the health insurance premium through payroll deduction.
- B. The Employer will pay a portion of the cost of health insurance premiums for



part-time regular Employees, based on a ratio of the hours they actually work in a forty-hour workweek.

### **Section 21.02 Notice of Changes to Health Insurance Benefits**

The Employer shall notify and meet with the Union regarding any proposed changes to the insurance benefits prior to such changes becoming effective.

## **Article 22 - RETIREMENT**

### **Section 22.01 State Retirement System**

The Employer is a participant in the State of Alaska Public Employees Retirement System (PERS) effective January 1, 1970. Coverage is mandatory for all full-time and part-time regular employees who are not temporary Employees and who are not retirees under PERS who have been allowed by PERS to waive participation in PERS while being re-employed with a PERS Employer. Details regarding retirement benefits and the retirement system may be obtained from the Human Resources office, City and Borough of Sitka.

### **Section 22.02 Supplemental Benefits System**

The Employer is a participant in the Supplemental Benefits System – Annuity Plan (SBS–AP). Coverage is mandatory for all full-time and part-time regular Employees who are not temporary Employees and who are not retirees under PERS. The Employer will match the Employee contribution up to the maximum limit.

## **Article 23 - EDUCATION REIMBURSEMENT**

Upon application to and approval of their Department Head, an employee may be reimbursed for tuition or other educational costs for job-related courses or courses taken as part of a job-related degree program. Approval must be granted in writing in advance of the Employee taking any such courses in order to receive reimbursement.

Reimbursement shall be made upon receipt of proof of a passing grade of “C” or better.

## **Article 24 – CONTRACTING OUT**

### **Section 24.01 Management Right to Contract**

The Employer retains the right to contract out services provided by the Employer after analyzing its operation for the purpose of identifying cost-saving opportunities or improved service to the citizens of Sitka.

### **Section 24.02 Employer Notification of Intent to Contract Out**

A. If the Employer develops a plan to contract out which includes a proposal to layoff bargaining unit employees, the Employer shall provide the Union with written

notice after the Municipal Administrator approves the plan.

B. The notification shall include information upon which the Employer based its decision to contract out the work including but not limited to the total cost savings anticipated by the Employer. Such information may include, but is not limited to, wages, benefits, and administrative costs. The Employer shall at the same time notify the Assembly of its intent to contract out work.

C. The notification shall be sent to the Union prior to issuing any Requests for Proposals (“RFP”) seeking bids on the proposed work to be contracted out.

### **Section 24.03 Union Response to Employer Notification**

A. The Union will have twenty (20) calendar days from the date of the notification in which to submit a letter of intent to submit a written proposal to the proposed contracting out of bargaining unit work. If the Union fails to send to the Municipal Administrator a written letter of intent under this paragraph within the twenty (20) calendar days from the date of the notification, the Employer may proceed to issue the RFP seeking bids on the proposed contracted out work.

B. If the Union submits a letter of intent to submit a proposal, the Union will have a total of forty-five (45) calendar days from the date of the Employer’s notification to submit a written proposal to the Municipal Administrator. The Union’s proposal shall identify cost-savings or improved services to be considered as alternatives to the Employer’s plan to contract out work that displaces bargaining unit members. No RFP shall be issued until after the Union’s proposal is received and considered.

C. Once the Employer makes a decision to contract out work that will result in the displacement of bargaining unit members, it will make a good faith effort to place the displaced Employees in other Municipal positions. In the event layoff is required, it shall be made in accordance with the layoff provisions of this Agreement.

D. The decision by the Employer shall be final and binding and not subject to the Grievance Procedure of this Agreement.

### **Article 25 - SAVINGS CLAUSE**

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

## **Article 26 - ZIPPER CLAUSE**

### **Section 26.01 Full Agreement**

This Agreement sets forth all of the terms, conditions and understandings between the parties hereto and there are no terms, conditions or understandings, either oral or written, between them other than as herein set forth. No subsequent alternation, amendment, change or addition to this Agreement shall be binding on the parties hereto unless reduced to writing and signed by them.

### **Section 26.02 Opportunity to Bargain**

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

## **Article 27 - DURATION**

A. This term of this Agreement shall be from July 1, 2022 through June 30, 2025, and thereafter from year to year if the Agreement is not reopened.

B. However, either party may open negotiations not later than sixty (60) days before the expiration of this Agreement by giving the other party written notice of the particular Articles in which changes are desired. Such written notice should not be given more than one hundred and eighty (180) days before the expiration of the Agreement. The parties agree the written notice shall be in a letter form and sent to the Municipal Administrator or the Union's Executive Director in order to be effective.

C. The parties agree to discuss the schedule for negotiations at their earliest opportunity but not later than sixty (60) days after receipt of such notice.

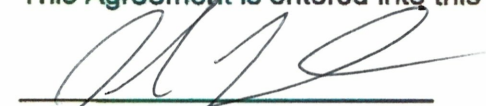
D. The party that did not give notice to open negotiations agrees to submit to the other party a list of any additional Articles in which changes are desired not later than thirty (30) days prior to the first day of scheduled negotiations. Nothing in this paragraph or paragraph B above precludes either party from opening other Articles at or during negotiation.

E. In the event that the termination of this agreement shall occur during the course of negotiations for a renewal of the agreement, the terms and conditions of this Agreement shall be binding upon the parties until a renewal agreement is negotiated and executed by the parties.


F. Nothing herein will preclude the termination, modifications, or amendment of this Agreement at any time by written mutual consent of the parties.

G. This Agreement shall become effective on the date of signing unless specified otherwise in the Agreement or in writing by the parties.

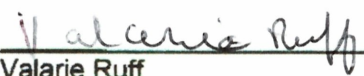
This Agreement is entered into this 1st day of July, 2022.


  
\_\_\_\_\_  
John Leach  
Municipal Administrator

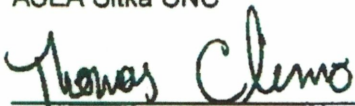
  
\_\_\_\_\_  
Jake Metcalfe  
ASEA Executive Director

  
\_\_\_\_\_  
Kimberly K. Gearity  
Sitka Chief Labor Negotiator

  
\_\_\_\_\_  
Eric Todd  
ASEA Sitka CNC

  
\_\_\_\_\_  
Valarie Ruff  
Human Resources Director

  
\_\_\_\_\_  
Angela Schieler  
ASEA Sitka CNC

  
\_\_\_\_\_  
Tom Climo  
ASEA Sitka CNC

  
\_\_\_\_\_  
Kenny Winger  
ASEA Sitka CNC

  
\_\_\_\_\_  
Erica Stocker  
ASEA Sitka CNC

  
\_\_\_\_\_  
Mike Martello  
ASEA Sitka CNC

  
\_\_\_\_\_  
Lizzie Solger  
ASEA Spokesperson

  
\_\_\_\_\_  
Rebel Stein  
ASEA Co-Spokesperson

<b>APPENDIX A GRADE ASSIGNMENT BY JOB CLASS</b>	
<b>JOB TITLE</b>	<b>GRADE ASSIGNMENT</b>
Library Assistant	1
Centennial Building Attendant Office Assistant (New-Harbors)	4
Customer Service Representative	5
Equipment Operator Senior Customer Service Representative Office Manager Assistant Harbormaster	6
Accounting Clerk – A/P Maintenance Worker Utility/Harbor/Miscellaneous Billing Clerk Appraisal Tech Plan Reviewer (New-Building) Accounting Clerk – A/R Collections Harbor Maintenance Specialist Adult Services Librarian Acquisition Librarian Youth Services Librarian Technical Services Librarian	7
Parks & Grounds Maintenance Specialist WW Facilities Operator I Heavy Equipment Operator Engineering CAD Tech Building & Grounds Maintenance Specialist Building Maintenance Specialist	8
Building Inspector Centennial Building Supervisor Heavy Equipment Mechanic Landfill/Scrapyard Heavy Equipment Operator Building Maintenance Supervisor Water/Wastewater Facilities Operator/Maintenance Water/Wastewater Facilities Operator/Lab SMC Water/Wastewater Facilities Operator Water Operator I	9
Appraiser Chief Heavy Equipment Mechanic Harbor Maintenance Supervisor	10
System Support Technician Senior Operator Senior Water Facilities Operator Apprentice Water/Wastewater Facilities Mechanic	11
Systems Analyst Chief Wastewater Facilities Operator Chief Water Facilities Operator	13
Water/Wastewater Facilities Electrician	16

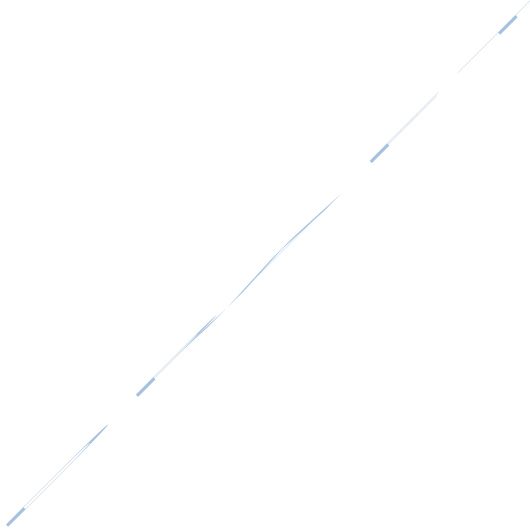
## Appendix B Wage Matrix for FY23

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	\$15.93	\$16.34	\$16.73	\$17.15	\$17.59	\$18.01	\$18.46	\$18.94	\$19.41	\$19.88	\$20.38	\$20.89	\$21.41	\$21.94	\$22.51
2	\$16.72	\$17.14	\$17.58	\$18.00	\$18.45	\$18.92	\$19.40	\$19.87	\$20.37	\$20.88	\$21.40	\$21.93	\$22.48	\$23.05	\$23.64
3	\$17.57	\$17.99	\$18.44	\$18.91	\$19.39	\$19.86	\$20.36	\$20.88	\$21.40	\$21.93	\$22.48	\$23.05	\$23.64	\$24.20	\$24.81
4	\$19.19	\$19.69	\$20.18	\$20.69	\$21.21	\$21.74	\$22.28	\$22.84	\$23.39	\$23.99	\$24.58	\$25.20	\$25.84	\$26.48	\$27.13
5	\$20.86	\$21.37	\$21.90	\$22.45	\$23.02	\$23.61	\$24.17	\$24.78	\$25.42	\$26.03	\$26.69	\$27.36	\$28.04	\$28.74	\$29.45
6	\$22.52	\$23.07	\$23.66	\$24.23	\$24.84	\$25.47	\$26.09	\$26.74	\$27.41	\$28.10	\$28.80	\$29.52	\$30.25	\$31.01	\$31.79
7	\$24.14	\$24.75	\$25.37	\$26.00	\$26.66	\$27.33	\$28.00	\$28.70	\$29.42	\$30.16	\$30.91	\$31.68	\$32.47	\$33.29	\$34.11
8	\$25.80	\$26.43	\$27.08	\$27.77	\$28.46	\$29.17	\$29.90	\$30.66	\$31.43	\$32.21	\$33.03	\$33.85	\$34.69	\$35.57	\$36.39
9	\$27.85	\$28.55	\$29.27	\$29.99	\$30.74	\$31.51	\$32.30	\$33.10	\$33.94	\$34.79	\$35.65	\$36.54	\$37.45	\$38.40	\$39.34
10	\$30.32	\$31.09	\$31.86	\$32.65	\$33.48	\$34.32	\$35.17	\$36.05	\$36.95	\$37.87	\$38.81	\$39.79	\$40.78	\$41.80	\$42.85
11	\$32.39	\$33.19	\$34.03	\$34.88	\$35.76	\$36.65	\$37.56	\$38.50	\$39.45	\$40.44	\$41.45	\$42.48	\$43.54	\$44.65	\$45.74
12	\$34.04	\$34.89	\$35.77	\$36.66	\$37.58	\$38.51	\$39.46	\$40.45	\$41.46	\$42.50	\$43.56	\$44.66	\$45.75	\$46.92	\$48.06
13	\$35.68	\$36.58	\$37.48	\$38.43	\$39.38	\$40.36	\$41.37	\$42.41	\$43.46	\$44.55	\$45.67	\$46.84	\$47.96	\$49.19	\$50.45
14	\$37.74	\$38.68	\$39.66	\$40.64	\$41.65	\$42.69	\$43.75	\$44.86	\$45.97	\$47.12	\$48.33	\$49.49	\$50.75	\$52.04	\$53.32
15	\$40.20	\$41.22	\$42.23	\$43.30	\$44.37	\$45.49	\$46.61	\$47.79	\$49.02	\$50.19	\$51.47	\$52.77	\$54.06	\$55.41	\$56.80
16	\$42.24	\$43.32	\$44.39	\$45.51	\$46.63	\$47.81	\$49.04	\$50.21	\$51.49	\$52.80	\$54.10	\$55.44	\$56.84	\$58.26	\$59.72
17	\$44.37	\$45.49	\$46.61	\$47.79	\$49.02	\$50.19	\$51.47	\$52.77	\$54.06	\$55.41	\$56.80	\$58.23	\$59.69	\$61.16	\$62.68



## Appendix C Wage Matrix for FY 24

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	\$16.49	\$16.91	\$17.32	\$17.75	\$18.21	\$18.64	\$19.11	\$19.60	\$20.09	\$20.58	\$21.09	\$21.62	\$22.16	\$22.71	\$23.30
2	\$17.31	\$17.74	\$18.20	\$18.63	\$19.10	\$19.58	\$20.08	\$20.57	\$21.08	\$21.61	\$22.15	\$22.70	\$23.27	\$23.86	\$24.47
3	\$18.18	\$18.62	\$19.09	\$19.57	\$20.07	\$20.56	\$21.07	\$21.61	\$22.15	\$22.70	\$23.27	\$23.86	\$24.47	\$25.05	\$25.68
4	\$19.86	\$20.38	\$20.89	\$21.41	\$21.95	\$22.50	\$23.06	\$23.64	\$24.21	\$24.83	\$25.44	\$26.08	\$26.74	\$27.41	\$28.08
5	\$21.59	\$22.12	\$22.67	\$23.24	\$23.83	\$24.44	\$25.02	\$25.65	\$26.31	\$26.94	\$27.62	\$28.32	\$29.02	\$29.75	\$30.48
6	\$23.31	\$23.88	\$24.49	\$25.08	\$25.71	\$26.36	\$27.00	\$27.68	\$28.37	\$29.08	\$29.81	\$30.55	\$31.31	\$32.10	\$32.90
7	\$24.98	\$25.62	\$26.26	\$26.91	\$27.59	\$28.29	\$28.98	\$29.70	\$30.45	\$31.22	\$31.99	\$32.79	\$33.61	\$34.46	\$35.30
8	\$26.70	\$27.36	\$28.03	\$28.74	\$29.46	\$30.19	\$30.95	\$31.73	\$32.53	\$33.34	\$34.19	\$35.03	\$35.90	\$36.81	\$37.66
9	\$28.82	\$29.55	\$30.29	\$31.04	\$31.82	\$32.61	\$33.43	\$34.26	\$35.13	\$36.01	\$36.90	\$37.82	\$38.76	\$39.74	\$40.72
10	\$31.38	\$32.18	\$32.98	\$33.79	\$34.65	\$35.52	\$36.40	\$37.31	\$38.24	\$39.20	\$40.17	\$41.18	\$42.21	\$43.26	\$44.35
11	\$33.52	\$34.35	\$35.22	\$36.10	\$37.01	\$37.93	\$38.87	\$39.85	\$40.83	\$41.86	\$42.90	\$43.97	\$45.06	\$46.21	\$47.34
12	\$35.23	\$36.11	\$37.02	\$37.94	\$38.90	\$39.86	\$40.84	\$41.87	\$42.91	\$43.99	\$45.08	\$46.22	\$47.35	\$48.56	\$49.74
13	\$36.93	\$37.86	\$38.79	\$39.78	\$40.76	\$41.77	\$42.82	\$43.89	\$44.98	\$46.11	\$47.27	\$48.48	\$49.64	\$50.91	\$52.22
14	\$39.06	\$40.03	\$41.05	\$42.06	\$43.11	\$44.18	\$45.28	\$46.43	\$47.58	\$48.77	\$50.02	\$51.22	\$52.53	\$53.86	\$55.19
15	\$41.61	\$42.66	\$43.71	\$44.82	\$45.92	\$47.08	\$48.24	\$49.46	\$50.74	\$51.95	\$53.27	\$54.62	\$55.95	\$57.35	\$58.79
16	\$43.72	\$44.84	\$45.94	\$47.10	\$48.26	\$49.48	\$50.76	\$51.97	\$53.29	\$54.65	\$55.99	\$57.38	\$58.83	\$60.30	\$61.81
17	\$45.92	\$47.08	\$48.24	\$49.46	\$50.74	\$51.95	\$53.27	\$54.62	\$55.95	\$57.35	\$58.79	\$60.27	\$61.78	\$63.30	\$64.87





## Appendix D Wage Matrix for FY 25

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	\$16.90	\$17.33	\$17.75	\$18.19	\$18.67	\$19.11	\$19.59	\$20.09	\$20.59	\$21.09	\$21.62	\$22.16	\$22.71	\$23.28	\$23.88
2	\$17.74	\$18.18	\$18.66	\$19.10	\$19.58	\$20.07	\$20.58	\$21.08	\$21.61	\$22.15	\$22.70	\$23.27	\$23.85	\$24.46	\$25.08
3	\$18.63	\$19.09	\$19.57	\$20.06	\$20.57	\$21.07	\$21.60	\$22.15	\$22.70	\$23.27	\$23.85	\$24.46	\$25.08	\$25.68	\$26.32
4	\$20.36	\$20.89	\$21.41	\$21.95	\$22.50	\$23.06	\$23.64	\$24.23	\$24.82	\$25.45	\$26.08	\$26.73	\$27.41	\$28.10	\$28.78
5	\$22.13	\$22.67	\$23.24	\$23.82	\$24.43	\$25.05	\$25.65	\$26.29	\$26.97	\$27.61	\$28.31	\$29.03	\$29.75	\$30.49	\$31.24
6	\$23.89	\$24.48	\$25.10	\$25.71	\$26.35	\$27.02	\$27.68	\$28.37	\$29.08	\$29.81	\$30.56	\$31.31	\$32.09	\$32.90	\$33.72
7	\$25.60	\$26.26	\$26.92	\$27.58	\$28.28	\$29.00	\$29.70	\$30.44	\$31.21	\$32.00	\$32.79	\$33.61	\$34.45	\$35.32	\$36.18
8	\$27.37	\$28.04	\$28.73	\$29.46	\$30.20	\$30.94	\$31.72	\$32.52	\$33.34	\$34.17	\$35.04	\$35.91	\$36.80	\$37.73	\$38.60
9	\$29.54	\$30.29	\$31.05	\$31.82	\$32.62	\$33.43	\$34.27	\$35.12	\$36.01	\$36.91	\$37.82	\$38.77	\$39.73	\$40.73	\$41.74
10	\$32.16	\$32.98	\$33.80	\$34.63	\$35.52	\$36.41	\$37.31	\$38.24	\$39.20	\$40.18	\$41.17	\$42.21	\$43.27	\$44.34	\$45.46
11	\$34.36	\$35.21	\$36.10	\$37.00	\$37.94	\$38.88	\$39.84	\$40.85	\$41.85	\$42.91	\$43.97	\$45.07	\$46.19	\$47.37	\$48.52
12	\$36.11	\$37.01	\$37.95	\$38.89	\$39.87	\$40.86	\$41.86	\$42.92	\$43.98	\$45.09	\$46.21	\$47.38	\$48.53	\$49.77	\$50.98
13	\$37.85	\$38.81	\$39.76	\$40.77	\$41.78	\$42.81	\$43.89	\$44.99	\$46.10	\$47.26	\$48.45	\$49.69	\$50.88	\$52.18	\$53.53
14	\$40.04	\$41.03	\$42.08	\$43.11	\$44.19	\$45.28	\$46.41	\$47.59	\$48.77	\$49.99	\$51.27	\$52.50	\$53.84	\$55.21	\$56.57
15	\$42.65	\$43.73	\$44.80	\$45.94	\$47.07	\$48.26	\$49.45	\$50.70	\$52.01	\$53.25	\$54.60	\$55.99	\$57.35	\$58.78	\$60.26
16	\$44.81	\$45.96	\$47.09	\$48.28	\$49.47	\$50.72	\$52.03	\$53.27	\$54.62	\$56.02	\$57.39	\$58.81	\$60.30	\$61.81	\$63.36
17	\$47.07	\$48.26	\$49.45	\$50.70	\$52.01	\$53.25	\$54.60	\$55.99	\$57.35	\$58.78	\$60.26	\$61.78	\$63.32	\$64.88	\$66.49