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, 2025 – June 30, 2028

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PREAMBLE

This Agreement is made by and between the City & Borough of Sitka, Alaska ("Employer" or "CBS") and the Alaska State Employees Association/American Federation of State, County and Municipal Employees (ASEA/AFSCME) Local 52, AFL-CIO ("Union" or "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

A. Union Staff Representatives who are not employees shall be authorized to speak for the Union in all matters governed by this Agreement.

B. Union Staff Representatives are permitted to visit work areas with prior notice to and approval by the Department Head responsible for the work area to be visited.

C. The Union shall provide a list of the Union Staff Representative(s) assigned to the bargaining unit to the Employer within thirty (30) calendar days of a change of assignment. In the event a Department Head position is vacated, or a new Department Head is appointed, the Assistant Municipal Administrator, or designee, shall provide notice of such vacancy to the Union within thirty (30) calendar days.

Section 2.02 Stewards

A. The Union may authorize up to six (6) Stewards. However, if the stewards are from the same department only one shall be released at a time to perform Union business during work hours due to operational needs as determined by the Department Head, subject to the approval of the Department Head.

B. The Union shall provide a list of the Steward's names in writing to the Assistant Municipal Administrator within thirty calendar (30) days of a change.

C. Stewards are expected to perform Union business during non-work time. However, Stewards may 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 or negatively affect the operations of the department.

D. Release from work to perform Steward duties during work hours must be approved in advance by the Employee's immediate Supervisor.

E. Time spent performing Steward duties during work time shall be recorded on the Employee's time sheet as Steward duties or Union Business Leave, whichever is applicable.

F. 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.

G. Approval for granting time to perform Steward duties during work time shall not be unreasonably denied, although any such denial is not subject to the Grievance – Arbitration procedure in Article 12.

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 Assistant Municipal Administrator, except for the use of Harrigan Centennial Hall and Sitka Public Library.

Section 2.04 Bulletin Boards

When requested, the Employer shall provide a bulletin board or a designated space on an existing bulletin board 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 email system to communicate with the Employer or Union affecting the Employees covered by this Agreement or the application or interpretation of this Agreement.

B. The Union may use the Employer's email system for broadcast distribution of general information to its members with a copy to the Assistant Municipal Administrator that do not involve electronic ballots or bargaining updates.

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 misuses the

Employer's email system, the Employer reserves the right to deny the Union 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 ("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. Upon completion of a Dues Authorization Form by an Employee in an ASEA-represented position, eight (8) hours of vacation leave shall be transferred, unless designated otherwise on the Dues Authorization Form, from the Employee's vacation leave once it equals eight (8) hours or more to the Bank.

2. At any time, an Employee in an ASEA-represented position may request vacation leave accrual be transferred in at least one (1) hour increments to the Bank in writing to the Assistant Municipal Administrator. Up to 2 transfers may be made at any time during the duration of the Agreement so long as the Employee does not transfer more hours of vacation leave than are posted to the Employee's vacation leave balance at the time of the transfer request.

3. Upon written notification from the Executive Director of ASEA/AFSCME Local 52 ("Executive Director") to the Assistant Municipal Administrator, the Employer shall transfer up to four (4) hours vacation accrual from Employees who are ASEA members. Any such notification must be received not later than the end of the first full payroll period of each calendar year. In the event the bargaining unit member's vacation leave balance is less than the amount requested by the Executive Director, the transfer shall equal the number of actual hours in their vacation leave account at the time of the notification.

4. The Employee's leave balance will be reduced by the amount of vacation leave transferred to the Bank under this Section. All vacation leave transferred to the Bank is final and not available for recredit to an individual's vacation leave account.

C. All leave assessments to the 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 Bank. When business leave is authorized by the Union, dollars will be withdrawn from the 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 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 Bank in accordance with the following procedures:

a. The Employee is responsible for obtaining permission in a timely manner for time off in accordance with vacation time off procedures in their department and using the Union Business Leave form available in HR.

b. Once permission for the time off is granted, the leave slip shall be presented to the Executive Director, or designee, for approval.

c. If approved, the Executive Director, or designee, shall sign the leave slip where designated and return the leave slip to the Assistant Municipal Administrator, or designee.

E. Should there be insufficient money available through the Bank, the Employer shall approve vacation leave or leave without pay for purposes listed in D.1.

F. The release of Employees for Union Business Leave purposes shall be handled on the same basis as release from duty for vacation leave subject to operational needs. Such approval shall not be unreasonably withheld by the Supervisor.

G. 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 employee's 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 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 by the Employee.

E. The Union will indemnify the Employer against 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 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 based on 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 Assistant Municipal Administrator, or designee, or Executive Director, or designee. 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 Personnel File and Confidentiality

The Employee's personnel file is in the HR Department and is confidential.

Section 8.02 Employee Access

A. Employees may review their personnel files in the HR Department electronically upon reasonable notice and at reasonable times during regular business hours.

B. Employees may request a copy of any document in their personnel file. The copy may be electronically transmitted or printed by HR, at the employee's request.

C. Employees may submit job-related documents to be added to their personnel file with the approval of the Assistant Municipal Administrator which shall not be unreasonably denied.

D. The Employee may request a copy of documentation relied on by their supervisor or Department Head to support a disciplinary action (reprimand, suspension, demotion, or discharge) or an evaluation which affects an Employee's pay status if the documentation is not in the Employee's personnel file.

Section 8.03 Supervisor Access

A. The personnel file is only available for inspection by the Assistant Municipal Administrator, or designee, and the Employee's supervisors outside of the bargaining unit.

B. Other Municipal personnel who, due to the nature of their work with the Employer need access to personnel information, may obtain the specific information needed from the Employee's personnel file from the Assistant Municipal Administrator, or designee, or through review of the pertinent documents from the Employee's personnel file.

Section 8.04 Union Access

A. Upon receipt of written authorization from an Employee, the designated Union representative 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 Assistant Municipal Administrator of documents from the Employee's personnel file. The copy may be electronically transmitted or printed by HR, at the employee's request. The Employer reserves the right to charge the Union the cost of such copying.

C. The designated Union representative understands and agrees that all information contained in the Employee's personnel file is confidential. The designated Union representative will handle such confidential information in a manner to ensure the Employee's right to privacy is protected.

Section 8.05 Removal of Documents

A. An Employee may request a specific disciplinary action in the Employee's personnel file be removed after twelve (12) consecutive months, and once every calendar year thereafter. Such requests must be in writing and submitted to the Assistant Municipal Administrator.

B. Removal of any disciplinary action is subject to the recommendation by the Department Head and approval of the Municipal Administrator.

C. The Union Representative, with written authorization from the Employee, may make the request on behalf of the Employee for removal under paragraph A above.

Article 9 - VACANCIES

Section 9.01 Posting of Vacancies

Whenever a vacancy occurs in an ASEA-represented position which the Employer intends to fill, a notice of such vacancy shall be made available electronically to all Employees in ASEA-represented positions by HR five (5) working days before posting the vacancy announcement externally.

Section 9.02 Right to be Considered and Interviewed

A. The Employer shall endeavor to promote or transfer qualified Employees in the existing work force, including those covered by this Agreement, who have applied for a CBS vacancy.

B. If the CBS vacancy is an ASEA-represented position, and more than one ASEA-represented Employees have applied with equal qualifications, as determined by the Employer, the applicant with the most Department seniority applicable to the vacancy shall be selected.

C. Any Employee covered by this Agreement who applies for a Department vacancy in which the Employee works and who meets the minimum qualifications shall 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 ten (10) working days 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 ten (10) working days.

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 Employee's request shall be granted.

Article 11 - PROBATIONARY PERIODS, EVALUATIONS, AND ANNIVERSARY DATES

Section 11.01 Probationary Periods

A. New Employees

1. 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.

2. An Employee's probationary period may be extended by Agreement between the Employer and Union.

3. A probationary Employee accrues service credits and seniority during the probationary period.

B. Promoted or Transferred Employees

1. Current regular Employees who are promoted or transferred to a different position shall serve a three-month probationary period (90 consecutive days from date of promotion or transfer).

2. If the Employee's performance in the new position is unsatisfactory, as determined by the Employer, 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.

Section 11.02 Evaluations

Employees shall receive evaluations pursuant to and consistent with the Personnel Policies Handbook.

Section 11.03 Anniversary Dates

An employee may have as many as two "anniversary dates" while employed with CBS as follows:

A. "Initial Hire Date" is the date of hire with the Employer based on consecutive service with the Employer. This date is used for a variety of benefits or rights such as vacation accrual, some seniority rights, and retirement benefits.

B. "Current Position Hire Date" is the date the Employee was hired into their current position after a promotion or transfer or other change in position based on consecutive service with the Employer. However, "Current Position Hire Date" may be the same as the Employee's "Initial Hire Date" if the Employee has not changed positions while employed with CBS and has had no break in service.

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 more than 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.

E. 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.

F. 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.

G. 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:

1. 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.

2. 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.

3. 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:

1. 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.

2. 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:

1. 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.

2. The Municipal Administrator shall respond in writing to the Union within fifteen (15) working days after receipt of the grievance.

Step Four:

1. Any grievance which is not settled at Step Three may be submitted by the Union to arbitration.

2. 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.

3. The Union shall state specifically which article(s) and section(s) the Employer may have violated and the manner 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 July 1, 2025, 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 at the time the proposed amendments are submitted to the Assembly for their next upcoming meeting agenda.

C. The Union will be given the opportunity to discuss any such amendments with Municipal Administrator, or designee. The Union agrees to notify the Municipal Administrator, or designee, in writing (email acceptable) that it wants to discuss any amendment to the Personnel Policies Handbook or request bargaining on a mandatory subject of bargaining related to the amendment not later than ten (10) working days after receipt of the notice from the Employer.

D. If a mandatory subject of bargaining, the parties agree to meet and negotiate the effects of or modifications to any proposed amendment before any implementation of a change affecting ASEA-represented Employees.

Article 14 - SAFETY AND HEALTH

Section 14.01 Employer Responsibilities

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

Section 14.02 Employee Responsibilities

A. Each Employee is required to act with due care and regard for his own safety and that of his fellow Employees.

B. 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.

C. Employees shall not knowingly or negligently expose or subject themselves or others to unsafe working conditions.

1. In the event an Employee becomes concerned about their safety or the safety of others at work during working hours, the Employee shall immediately notify their immediate supervisor or Department Head, or in their absence, the Assistant Municipal Administrator for direction.

2. If the safety concern poses an immediate threat or danger to the Employee or the safety of others at work, the Employee shall call the Sitka Police Department before contacting the Employer.

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 Issues During Life of Agreement

The parties agree to meet to discuss and resolve safety or health-related issues that may arise during the life of the Agreement at a mutually agreed-to time and location. Such meeting may occur either in-person or electronically. The parties understand and agree that safety or health-related issues may be time sensitive and will endeavor to meet as soon as possible depending on the seriousness of the issue.

Section 14.05 Tools and Equipment

A. The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position.

B. 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. The Department Head or designated manager, subject to approval by the Municipal Administrator and the Assembly, reserves the right to determine what positions shall be eliminated.

C. "Layoff Units" which have ASEA-represented positions shall be Harbors, Library, Assessor, Harrigan Centennial Hall, Finance, IT, Maintenance, Environmental, Building Office, and Asset Management.

Section 15.02 Order of Layoff

A. No full-time Employee covered by this Agreement shall be laid off while there are part-time Employees in the same job classification as the Employee.

B. If two or more employees are in the same job classification, the employee(s) with the lowest Layoff Unit seniority shall be laid off.

C. "Layoff Unit" shall be determined based on the length of time an Employee has been employed by a specific unit listed in Article 15.01 C at the time of a layoff.

D. An Employee designated for layoff shall be given an opportunity to apply and be interviewed for any Municipal vacant position open at the time of layoff for which they are qualified before the Employee is laid off. Whenever possible, the Employer will endeavor to transfer the Employee to another vacant position within CBS so long as the Employee is qualified for the position and applies for the vacancy.

Section 15.03 Layoff Notice and Severance

A. Layoff Notice

1. In the event an Employee is to be laid off, the Employee shall be given at least thirty (30) calendar days written notice of the layoff.

2. A layoff notice shall list all employees in a given job classification in the designated Layoff Unit, whichever applies, in which a layoff is scheduled to occur.

3. The notice shall also specify the employees their status (part-time or full-time) and each employee's length of service in the job classification designated for layoff within the designated Layoff Unit, whichever applies.

B. Severance Pay

When a full-time Employee in good standing is laid off, the Employee shall receive two (2) weeks of severance pay in addition to whatever wages are due. When a part-time Employee in good standing is laid off, the Employee shall receive two (2) weeks of severance pay, prorated based on their part-time status.

Section 15.04 Recall and Re-Employment Rights

A. A laid off Employee shall be eligible for recall for two years after the date of the layoff if the position from which they were laid off is re-established.

1. A written notice shall be sent to any laid off Employee eligible for recall if their position has been re-established or there is a vacancy in the job classification.

2. Upon receipt of the notice the position has been re-established, the Employee has fourteen (14) calendar days to notify the Assistant Municipal Administrator of their intent to accept the recall.

B. The Employer will consider the laid off Employee for re-employment during the two (2) year recall period by granting the Employee the opportunity to interview for a vacant position, upon application and so long as the Employee is qualified.

C. An Employee who is recalled after a layoff shall be placed at the step when laid off. An Employee recalled shall receive the same vacation accrual rate the Employee was receiving at the time of layoff.

Article 16 - HOURS OF WORK AND BREAKS

Section 16.01 Hours of Work

A. Department Heads shall determine the hours of work, the workdays, and work week for Employees in their Department.

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. An Employee may request a flexible schedule regarding hours of work (flextime) or days of work (alternate work schedule) based on personal needs. If operationally feasible, a Department Head may approve an individual Employee's request for a flextime or alternate work schedule, including a request to credit time worked toward leave time taken during the same work week after extra hours have already been worked.

Section 16.02 Notice of Change to an Employee's Hours or Days of Work

A. 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.

B. The Employer shall endeavor to maintain a consistent schedule and shift for Employees, whenever possible.

Section 16.03 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. Employees are expected to take their breaks and may not "bank" the two fifteen (15) minute periods allocated for breaks to report to work late or leave work fifteen minutes or a half-hour early.

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 ten (10) 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. Full-time Employees covered by this Agreement shall accrue vacation at the following rate. 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 (see paragraph B below)
0 year through 3rd	4.01	104 hours	40 hours
4th year through 7th	5.85	152 hours	80 hours
8th year through 10th	7.70	200 hours	120 hours
Start of 11th year	9.54	248 hours	120 hours

B. An Employee is not required to take mandatory time off until their first twelve (12) consecutive months of service is completed. A new Employee will not be subject to forfeiture under paragraph K below until the end of the fiscal year following their second anniversary date of initial hire.

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

D. 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.

E. Vacation Time Off During Probationary Period

1. Vacation time accrues beginning on the first day a new Employee reports to work.

2. During a new hire's initial probationary period, the Employee will normally not be granted time off for vacation purposes, unless agreed to and recommended by the Employee's Department Head and approved by the Municipal Administrator.

3. Time off during a probationary period will normally be unpaid time off unless the Employee has accrued enough vacation to cover for part or all the time off.

4. Any time off regardless of whether it was paid or unpaid more than forty (40) hours will extend the Employee's probationary period for an equal amount of time.

F. 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 more than 560 shall be paid on the check issued in the first full pay period of the fiscal year.

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

H. Accrued vacation will be paid to an Employee who voluntarily or involuntarily terminate after six (6) months of service based on hourly rate on the date of termination.

I. Cash-Out of Accrued Vacation Leave

An Employee with more than one hundred twenty (120) hours of accrued vacation leave may receive payment for any accrual more than 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. There is a limit of two (2) conversions per fiscal year.

J. Forfeiture of Mandatory Vacation Time Off Accrued But Not Used

1. The Employer shall remind the Employees covered by this Agreement via email of the need to use mandatory vacation time off on or before April 1.

2. Employees who do not use their mandatory time off shall forfeit the remaining balance of their unused mandatory time off as of June 30 of each calendar year.

3. 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. Full-time Employees shall accrue sick leave at the rate of ten (10) hours for each calendar month of employment. 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.

C. Employees may donate vacation accrual for use 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. Permissible Use of Sick Leave

1. Sick leave shall be paid at the Employee's current rate of pay and may be used for the Employee's illness or injury.

2. 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.

3. Up to 40 hours of sick leave may be used for a death in the Employee's immediate family.

4. "Immediate family" for purposes of sick leave 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. Full-time Employees who have used no more than forty (40) hours of sick leave during a full calendar year will have up to forty (40) hours of sick leave converted to vacation time. Employees that have been employed for less than a full calendar year will have their conversion prorated based on the number of full months of employment and their sick leave usage.

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 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.

Article 19 – JOB CLASSIFICATION REVIEW

Section 19.01 Employer Review

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.

Section 19.02 Union-Requested Review

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 Assistant Municipal Administrator who will process it in accordance with the Personnel Policies Handbook.

Article 20 – COMPENSATION

Section 20.01 Cost-of-Living Increases to Matrix

A. Appendix A sets forth the Grade Assignments for each job classification covered by this Agreement.

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

1. Effective July 1, 2025, the cost-of-living adjustment to the Matrix will be three percent (3.0%) (Appendix B).

2. Effective July 1, 2026, and July 1, 2027, the cost-of-living adjustment to the Matix will be two and one-half percent (2.5%) (Appendix C and Appendix D).

C. If employed on August 19th, 2025, Employees covered by this Agreement, will receive a lump sum of Seven Hundred and Fifty Dollars ($750.00), less applicable withholding, payable the first full pay period after this Agreement is ratified by the membership and approved by the Assembly.

D. 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 after any such change is made under this Paragraph.

Section 20.02 Step Increases

A. Beginning July 1, 2026, and every two (2) years thereafter, Employees in Steps A-N will be eligible for a step increase based on the following eligibility criteria:

1. Employee has been in their current position for at least two (2) consecutive years;

and

2. Employee has received at least a “meets expectations” or better overall performance rating in their most recent annual evaluation, unless an interim evaluation dated later than the annual evaluation and consistent with the Personnel Policies Handbook is in the Employee’s personnel file.

B. Annual evaluations are due on or within fifteen (15) working days after an Employee’s anniversary date based on their Current Position Hire Date.

C. If an evaluation has not been completed by the Employee's Current Position Hire Date after July 1, 2026, the Employee shall be entitled to an automatic step increase the first full pay period after their anniversary date regardless of the Employee's performance rating.

D. A step increase which is due but delayed because of a late evaluation will be retroactive to the anniversary date based on the Employee's Current Position Hire Date.

E. Employees in Step O will receive any cost-of living adjustments to the Matrix consistent with Section 20.01 above.

Section 20.03 Probationary Period Increase

Employees who satisfactorily complete their initial hire probationary period shall advance one step on the Matrix. This Section does not apply to the end of a probationary period following a promotion or transfer.

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. Promotion

1. A promotion involves the Employee moving to a different job classification or position with a higher grade.

2. Upon promotion, the Employer shall place the Employee at Step A of the higher grade, or such other step at the new grade which is the closest dollar amount to a five percent (5%) increase, even if it is slightly less. Nothing in this paragraph limits the Employer from placing the Employee at a higher step.

C. Reclassification

1. When an Employee's position is reclassified and the reclassification results in a lower grade, the Employee shall be placed at the step which best reflects the Employee's current pay rate at the lower grade.

2. When an Employee's position is reclassified and the reclassification results in a higher grade, the Employee shall be placed at their current step at the new grade.

D. When an Employee applies for and is hired into a different position with the Municipality at a lower pay rate, the Employee's wage shall be reduced unless agreed to otherwise by the Employee and the Department Head, subject to approval by the Municipal Administrator.

E. The Employer shall notify ASEA in writing no less than thirty (30) days after any personnel action is taken under this Section.

Section 20.05 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. Except in an emergency, overtime worked that is not authorized by the Department Head, or designee, shall be paid but the Employee will be subject to disciplinary action for failure to obtain authorization before working.

B. Employees shall be paid at one and one-half (1½) times their regular rate of pay for all hours worked more than 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. The Employer will endeavor to distribute overtime to those Employees who desire to work overtime and not assign overtime to Employees who do not want to work overtime.

D. Nothing in this Section precludes the Employer from assigning and requiring any or all Employees to work overtime when issues such as the required skill set or the amount of work needed to be done requires all Employees to be available and work overtime.

E. With prior approval of the Department Head, or designee, an Employee may request to flex any extra hours worked on a work day within the same work week consistent with Article 16.01 C. The Employee is responsible to ensure a request for flex time under this Section does not result in a loss of pay for hours worked during a work week.

F. An Employee may not be required to work more than sixteen (16) hours within one (1) twenty-four (24) hour period, except in an emergency.

Section 20.06 Call-Out

A. 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 during a call out.

B. Only the Employee's Department Head, or designee, have the authority to direct an Employee to report to work on a call-out.

C. 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 6:00 a.m. as provided below in Section 20.08 C.

D. If the call-out merges with an Employee's regular shift, the Employee then shall be paid at their straight time rate of pay for their regular shift.

E. 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.

F. If an Employee is required to be on a call-out for more than four consecutive hours and for every four consecutive hours of continuous duty thereafter, the Employee will be provided an unpaid thirty (30) minutes break for meal purposes.

Section 20.07 Standby Pay

A. When the Employee's Department Head, or designee, directs 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, vacation time, sick leave, overtime, or call-out.

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

D. At the discretion of the Department Head, an Employee on stand-by 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.

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

Section 20.08 Shift Differential Pay

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

B. Shift differential pay shall be paid based on the start time during the Employee's shift which will be designated 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 assigned hours of work that starts after 11:00 p.m. but before 6:00 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 20.08 B.

Section 20.09 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.

Section 20.10 Acting in a Higher Classification

A. An Employee who is assigned by their Department Head, or designee, in writing to perform work of a higher classification covered by this Agreement for eight (8) hours or more and for a limited duration thereafter will be paid at Step A of the higher position or the appropriate step equal to at least 5% increase in pay above the employee's current rate of pay, whichever is greater.

B. An Employee who is assigned by their Department Head, or designee, in writing to perform work of a non-represented position will be placed at Step A of the non-represented position grade. If the position is salaried, the hourly rate of Step A shall be determined by dividing the salary by 2080 which represents the number of work hours in a 12-month period.

Section 20.11 Temporary Assignment to Work in 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.

Section 20.12 Demotion

If an Employee receives 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 20.13 Direct Deposit

All Employees shall be paid by direct deposit.

Section 20.14 Severance Pay

A. 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.

B. In the event of an Employee's death, his or her heirs, assigns, or estate shall be entitled to severance pay of two (2) weeks regular pay in addition to whatever wages are due.

Section 20.15 Monetary Recognition for Job Performance

Nothing in this Article precludes the Employer from issuing a monetary reward to an Employee being recognized as the "Employee of the Month" or otherwise providing some monetary recognition for a job well done.

Section 20.16 No Pyramiding of Overtime or Premium Pay

No Employee shall receive more than one overtime or premium rate for the hours worked. If multiple rates apply, the highest applicable rate shall be paid.

Article 21 - HEALTH INSURANCE

Section 21.01 Premium Costs

A. Full time 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 Employees, based on a ratio of the hours they 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 – TRAINING AND EDUCATION

Section 23.01 Time Off for Certification or Licensure

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

Section 23.02 Reimbursement for Certification or Licensure

A. Depending on operational needs and the availability of funds for training, a Department Head may approve payment for or reimbursement to an Employee in full or in part for job-related certification or licensure that the Employee may obtain while working for CBS. Job-related shall be determined by the Employer.

B. If the certification or licensure training requires travel, the Municipal Administrator must also approve the payment or reimbursement.

C. Approval must be granted in writing in advance of the Employee taking part in any training that results in a job-related certification or licensure.

Section 23.03 Reimbursement for Post-Secondary Tuition

A. Upon application to and approval of their Department Head, an employee may be reimbursed for tuition for post-secondary education for up to $1,500.00 each fiscal year for job-related course taken as part of a job-related degree program depending on available funds for training. Job-related shall be determined by the Employer.

B. Approval must be granted in writing in advance of the Employee taking any such course to receive reimbursement.

C. Reimbursement shall be made upon (1) receipt of proof of a passing grade of "C" or better from an accredited college or university or (2) a written notice of satisfactory completion of the course from an authorized representative of the post-secondary program or agency.

Section 23.04 Repayment

At the Employer's discretion, an Employee may be required to agree to and sign the CBS Travel/Training Reimbursement Agreement under the Personnel Policies Handbook Section 19.

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 decides 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 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 alteration, 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, 2025 through June 30, 2028, 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 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 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. If the termination of this Agreement occurs during 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 _____ day of _____, 2025.

_____
John Leach
Municipal Administrator

_____
Heidi Drygas
ASEA Executive Director

_____
Joshua Branthoover
Assistant Municipal Administrator

_____
Dale Welty
ASEA Sitka CNC

_____
Kimberly Geariety
Sitka Labor Negotiator

_____
Margot O'Connell
ASEA Sitka CNC

_____
Tom Climo
ASEA Sitka CNC

_____
Brian Doyle
ASEA Sitka CNC

_____
Lizzie Solger
ASEA Spokesperson

_____
Reber Stein
ASEA Co-Spokesperson

APPENDIX A

ASEA 2025 - 2028 AGREEMENT GRADE ASSIGNMENT BY JOB CLASS	
JOB TITLE	**GRADE ASSIGNMENT ON NEW JOB DESCRIPTION**
Library Assistant I-III	1/3/5
Adult Services Librarian	7
Acquisitions Librarian	7
Youth Services Librarian	7
Technical Services Librarian	7
HCH Building Attendant	4
HCH Building Supervisor	9
Customer Service Representative	5
Senior Customer Service Representative	6
Accounting Clerk – Billing	7
Accounting Clerk – Collections	7
Accounting Clerk – Accounts Payable	7
Port and Harbors Office Assistant	6
Assistant Harbormaster	7
Harbor Maintenance Specialist	7
System Support Technician	11
System Analyst	13
Appraisal Technician	7
Appraiser	10
CAD & GIS Technician	9
Building Permit and Plans Examiner I-III	7/8/9
Building Inspector I-III	9/10/11
W/WW Operator Trainee	8
W/WW Operator I	9/10
W/WW Operator II	11/12
W/WW Operator III	13/14
Environmental Laboratory Technician/Operator Trainee, I-III	10/12/13/14
W/WW Mechanic I-IV	11/12/13/14
Chief Water Operator	16
Chief Wastewater Operator	16
Streets Maintenance Worker I-III	7/10/11
Grounds Maintenance Worker I-III	6/8/10
Building Maintenance Worker I-III	6/8/10
Solid Waste Operator I and II	6/8
Chief Solid Waste Operator	11
Heavy Equipment Mechanic I-II	7/9
Chief Heavy Equipment Mechanic	13

APPENDIX B

FY26 Wage Matrix effective July 1, 2025 (3.0% increase)

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	$17.41	17.85	18.30	18.76	19.23	19.71	20.20	20.71	21.23	21.76	22.30	22.86	23.43	24.02	24.62
2	$18.27	18.73	19.20	19.68	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81
3	$19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11
4	$20.97	21.49	22.03	22.58	23.14	23.72	24.31	24.92	25.54	26.18	26.83	27.50	28.19	28.89	29.61
5	$22.79	23.36	23.94	24.54	25.15	25.78	26.42	27.08	27.76	28.45	29.16	29.89	30.64	31.41	32.20
6	$24.61	25.23	25.86	26.51	27.17	27.85	28.55	29.26	29.99	30.74	31.51	32.30	33.11	33.94	34.79
7	$26.37	27.03	27.71	28.40	29.11	29.84	30.59	31.35	32.13	32.93	33.75	34.59	35.45	36.34	37.25
8	$28.19	28.89	29.61	30.35	31.11	31.89	32.69	33.51	34.35	35.21	36.09	36.99	37.91	38.86	39.83
9	$30.43	31.19	31.97	32.77	33.59	34.43	35.29	36.17	37.07	38.00	38.95	39.92	40.92	41.94	42.99
10	$33.12	33.95	34.80	35.67	36.56	37.47	38.41	39.37	40.35	41.36	42.39	43.45	44.54	45.65	46.79
11	$35.39	36.27	37.18	38.11	39.06	40.04	41.04	42.07	43.12	44.20	45.31	46.44	47.60	48.79	50.01
12	$37.19	38.12	39.07	40.05	41.05	42.08	43.13	44.21	45.32	46.45	47.61	48.80	50.02	51.27	52.55
13	$38.99	39.96	40.96	41.98	43.03	44.11	45.21	46.34	47.50	48.69	49.91	51.16	52.44	53.75	55.09
14	$41.24	42.27	43.33	44.41	45.52	46.66	47.83	49.03	50.26	51.52	52.81	54.13	55.48	56.87	58.29
15	$43.93	45.03	46.16	47.31	48.49	49.70	50.94	52.21	53.52	54.86	56.23	57.64	59.08	60.56	62.07
16	$46.15	47.30	48.48	49.69	50.93	52.20	53.51	54.85	56.22	57.63	59.07	60.55	62.06	63.61	65.20
17	$48.48	49.69	50.93	52.20	53.51	54.85	56.22	57.63	59.07	60.55	62.06	63.61	65.20	66.83	68.50

APPENDIX C

FY27 Wage Matrix effective July 1, 2026 (2.5% increase)

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	$17.85	18.30	18.76	19.23	19.71	20.20	20.71	21.23	21.76	22.30	22.86	23.43	24.02	24.62	25.24
2	$18.73	19.20	19.68	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46
3	$19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79
4	$21.49	22.03	22.58	23.14	23.72	24.31	24.92	25.54	26.18	26.83	27.50	28.19	28.89	29.61	30.35
5	$23.36	23.94	24.54	25.15	25.78	26.42	27.08	27.76	28.45	29.16	29.89	30.64	31.41	32.20	33.01
6	$25.23	25.86	26.51	27.17	27.85	28.55	29.26	29.99	30.74	31.51	32.30	33.11	33.94	34.79	35.66
7	$27.03	27.71	28.40	29.11	29.84	30.59	31.35	32.13	32.93	33.75	34.59	35.45	36.34	37.25	38.18
8	$28.89	29.61	30.35	31.11	31.89	32.69	33.51	34.35	35.21	36.09	36.99	37.91	38.86	39.83	40.83
9	$31.19	31.97	32.77	33.59	34.43	35.29	36.17	37.07	38.00	38.95	39.92	40.92	41.94	42.99	44.06
10	$33.95	34.80	35.67	36.56	37.47	38.41	39.37	40.35	41.36	42.39	43.45	44.54	45.65	46.79	47.96
11	$36.27	37.18	38.11	39.06	40.04	41.04	42.07	43.12	44.20	45.31	46.44	47.60	48.79	50.01	51.26
12	$38.12	39.07	40.05	41.05	42.08	43.13	44.21	45.32	46.45	47.61	48.80	50.02	51.27	52.55	53.86
13	$39.96	40.96	41.98	43.03	44.11	45.21	46.34	47.50	48.69	49.91	51.16	52.44	53.75	55.09	56.47
14	$42.27	43.33	44.41	45.52	46.66	47.83	49.03	50.26	51.52	52.81	54.13	55.48	56.87	58.29	59.75
15	$45.03	46.16	47.31	48.49	49.70	50.94	52.21	53.52	54.86	56.23	57.64	59.08	60.56	62.07	63.62
16	$47.30	48.48	49.69	50.93	52.20	53.51	54.85	56.22	57.63	59.07	60.55	62.06	63.61	65.20	66.83
17	$49.69	50.93	52.20	53.51	54.85	56.22	57.63	59.07	60.55	62.06	63.61	65.20	66.83	68.50	70.21

APPENDIX D

FY28 Wage Matrix effective July 1, 2027 (2.5% increase)

Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	$18.30	18.76	19.23	19.71	20.20	20.71	21.23	21.76	22.30	22.86	23.43	24.02	24.62	25.24	25.87
2	$19.20	19.68	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12
3	$20.16	20.66	21.18	21.71	22.25	22.81	23.38	23.96	24.56	25.17	25.80	26.45	27.11	27.79	28.48
4	$22.03	22.58	23.14	23.72	24.31	24.92	25.54	26.18	26.83	27.50	28.19	28.89	29.61	30.35	31.11
5	$23.94	24.54	25.15	25.78	26.42	27.08	27.76	28.45	29.16	29.89	30.64	31.41	32.20	33.01	33.84
6	$25.86	26.51	27.17	27.85	28.55	29.26	29.99	30.74	31.51	32.30	33.11	33.94	34.79	35.66	36.55
7	$27.71	28.40	29.11	29.84	30.59	31.35	32.13	32.93	33.75	34.59	35.45	36.34	37.25	38.18	39.13
8	$29.61	30.35	31.11	31.89	32.69	33.51	34.35	35.21	36.09	36.99	37.91	38.86	39.83	40.83	41.85
9	$31.97	32.77	33.59	34.43	35.29	36.17	37.07	38.00	38.95	39.92	40.92	41.94	42.99	44.06	45.16
10	$34.80	35.67	36.56	37.47	38.41	39.37	40.35	41.36	42.39	43.45	44.54	45.65	46.79	47.96	49.16
11	$37.18	38.11	39.06	40.04	41.04	42.07	43.12	44.20	45.31	46.44	47.60	48.79	50.01	51.26	52.54
12	$39.07	40.05	41.05	42.08	43.13	44.21	45.32	46.45	47.61	48.80	50.02	51.27	52.55	53.86	55.21
13	$40.96	41.98	43.03	44.11	45.21	46.34	47.50	48.69	49.91	51.16	52.44	53.75	55.09	56.47	57.88
14	$43.33	44.41	45.52	46.66	47.83	49.03	50.26	51.52	52.81	54.13	55.48	56.87	58.29	59.75	61.24
15	$46.16	47.31	48.49	49.70	50.94	52.21	53.52	54.86	56.23	57.64	59.08	60.56	62.07	63.62	65.21
16	$48.48	49.69	50.93	52.20	53.51	54.85	56.22	57.63	59.07	60.55	62.06	63.61	65.20	66.83	68.50
17	$50.93	52.20	53.51	54.85	56.22	57.63	59.07	60.55	62.06	63.61	65.20	66.83	68.50	70.21	71.97