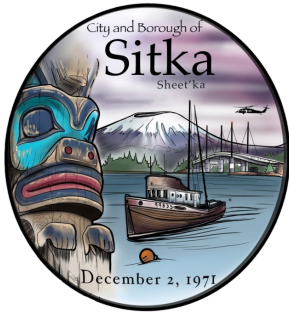


POSSIBLE MOTION

I MOVE TO approve the 2026-2029 Collective Bargaining Agreement between the City and Borough of Sitka and the Public Safety Employees Association.






CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Joshua Branthoover, Assistant Municipal Administrator 
Brooke Volschenk, Finance Director 

Date: June 3, 2026

Subject: Public Safety Employees Association (PSEA) 2026 - 2029 Labor Agreement

Background

Labor negotiation meetings began with the Public Safety Employees Association (PSEA) with an initial virtual meeting on April 28, 2026, to replace their contract which was due to expire on June 30, 2026. The parties met over multiple sessions on May 6, 7, and 8 and again on May 13, 14, and 15, 2026. The parties reached a tentative agreement on May 15, 2026.

We received notification on May 27, 2026 that the Association ratified the tentative agreement. As required by Sitka General Code (SGC) 2.08.125, the Assembly is now asked to approve the tentative agreement.

Analysis

The primary changes in the PSEA 2026-2029 Agreement are as follows:

Non-Economic Changes

- Retitled several articles to better reflect their content and updated terminology throughout for consistency with current organizational titles — Article 6 (Personal Leave to Time Off), Article 7 (Relief Periods and Lunch Breaks to Hours of Work and Breaks), Article 8 (Wages, Overtime, and Premium Pay to Compensation), and Article 16 (expanded to include Anniversary Dates).

- Reorganized and clarified the leave provisions in Article 6 (Time Off), including potential time off during the probationary period and aligned leave without pay practices with the Personnel Policies Handbook.
- Added a defined workweek and clarified the FLSA 7(k) work period for public safety personnel (Article 7), and updated the seniority, layoff, and recall procedures to reflect current job classifications and organizational needs (Article 18).
- Clarified performance evaluations and added anniversary date definitions (Article 16).

Economic Changes

- Wages
 - New Pay Matrix (Appendix B of Tentative Agreement) effective July 1, 2026.
 - Matrix adjustment of 3.0% effective July 1, 2027.
 - Matrix adjustment of 3.0% effective July 1, 2028.
- Step movements were added based on time in current position, beginning July 1, 2026 and every two (2) years thereafter, for employees in Steps A through K who meet the performance criteria.
- One-time lump sum payment of \$1,000, less applicable withholding, for employees who have completed their initial probationary period as of July 1, 2026.
- Increased Standby Pay to \$5.00 per hour.
- Modified the Academy rate of pay for employees attending the Alaska Police Officer Training Academy.
- Added monetary recognition for job performance.

Fiscal Note

Overall, the total estimated increased cost to the City and Borough of Sitka (CBS) will be \$311,790 over the proposed 3-year contract. This calculation assumes vacant positions are filled and overtime continues at prior levels.

Financial Implications of PSEA Negotiated Monetary Terms

3-year impact on CBS vs. final year of current contract	Year 1 (FY27)	Year 2 (FY28)	Year 3 (FY29)
Increase in personnel costs to CBS from current (FY26) levels*	\$ 125,693	\$ 215,470	\$ 311,790

Year-to-year contract	Change FY26- FY27**	Change FY27- FY28	Change FY28- FY29
Year to year increase in costs to the CBS (\$)	\$ 125,693	\$ 89,777	\$ 96,320
Year to year increase in costs to the CBS (%)	3.5%	2.4%	2.5%

*Includes employer costs for PERS/SBS/FICA and assumes all positions filled

**Includes one-time payment from Section 8.3

The FY27 budget used an estimated increase of 3% for wage increases. Based on staffing as of July 1, 2026, and given position vacancies, we do not anticipate exceeding the FY27 budget, so a supplemental appropriation for FY27 is not anticipated at this time. Increases proposed for FY28 and FY29 will be built into those budgets.

Recommendation

Recommend Assembly Approval.

Encl: Tentative PSEA Labor Agreement

COLLECTIVE BARGAINING AGREEMENT

between the

CITY AND BOROUGH OF SITKA, ALASKA

and the

PUBLIC SAFETY EMPLOYEES ASSOCIATION

July 1, 2026 – June 30, 2029

DRAFT

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ARTICLE 1 — PURPOSE OF AGREEMENT

The purpose of this Agreement is to: promote harmonious and cooperative relations between the City and Borough of Sitka (“Employer”) and the Public Safety Employees Association (“PSEA” or “Association”); to protect the public by assuring orderly and effective operation of government and to promote efficiency and economy in service to the people of Sitka; and to record those agreements between the Employer and Association on matters of wages, hours and other terms of employment.

ARTICLE 2 — RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for all regular full-time and part-time Employees in the Sitka Police Department, hereinafter “Department,” except for the Chief, Lieutenants, and the Executive Assistant/Office Manager. Therefore, the Employer agrees that it will not negotiate or handle grievances with any individual or with any organization other than PSEA or its designee with reference to wages, hours, and other terms and conditions of employment of bargaining unit members. When individuals or organizations other than the Association, or its designee, request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to the PSEA.

ARTICLE 3 — MERIT PRINCIPLES AND NONDISCRIMINATION

The Employer and the Association agree to comply with all federal, state, and local laws prohibiting discrimination or harassment and that neither party will discriminate against any person or persons in violation of current state and federal statutes so as to deny such person or person’s equal employment opportunities and rights as public Employees. The parties agree that it is their mutual intent to strengthen merit principles of employment in the bargaining unit.

ARTICLE 4 — ASSOCIATION SECURITY AND ACTIVITIES

Section 1 — Payroll Deductions

- A. The Association 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 association 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 Association each month.
- D. Upon receipt, the Employer shall forward an Employee’s written request to stop payroll deduction for Association dues to the Association.
- E. The Association will indemnify the Employer against any and all liability which may arise regarding deduction by the Employer of money for Association membership dues from Employee wages.

Section 2 — Nondiscrimination

Neither the Association nor the Employer will discriminate against or harass Association or non-Association members for lawful activities.

Section 3 — Bulletin Boards

The Employer shall provide space for the posting of Association notices on existing bulletin boards.

Section 4 — Association Representative

- A. PSEA, whose main office is located in Anchorage, shall have a representative who shall be authorized to speak for the Association in all matters covered by this Agreement. The President of the Sitka Police Department Members Association, or designee, shall be the local representative of PSEA. However, no agreement, condition, modification, exception, waiver, or related action affecting this Agreement shall become effective until reduced to writing and signed by PSEA's Executive Director and the Municipal Administrator.
- B. PSEA representatives shall be permitted to visit any site at which bargaining unit members are working provided visitation is in compliance with security procedures and does not interfere with the members' work. The PSEA representative shall notify the Chief or his designee prior to such visitation.

Section 5 — Association Steward

A steward may be appointed from among the members at any time by the Association. The Association will notify the Assistant Municipal Administrator and the Chief in writing of such appointments, and when the member is no longer the steward within five (5) days of any appointment or change.

Section 6 — Employer Indemnification

PSEA will indemnify, defend, and hold harmless, the Employer, its agents, insurers, and Employees, from any claim, termination, grievance arbitration, or cause of action arising from or related to any act or omission under this Article.

Section 7 — Member Status Notification

- A. The Employer shall provide written notice to the Sitka Police Department Members Association President within seven (7) days of the name, address and date of hire for any new member. The Employer shall likewise notify the Sitka Police Department Members Association President within seven (7) days of the name of any member who has separated from employment.
- B. Unless a member leaves employment on the first day of the month, a member shall be obligated to make full dues payment for any month in which they are employed, including any part of the last month of employment.

Section 8 — Member Orientation

Within the first thirty (30) days of employment, the Chapter President, his designee, or a PSEA representative, shall have one (1) hour of each new member's on-duty time, by prior arrangement with the Chief or his designee, to discuss matters pertaining to this Agreement and Association representation. Nothing within this provision precludes the Employer from arranging for several members to attend the one-hour session at the same time.

Section 9 — Member Rights

Nothing contained herein shall be construed to, in any way, deprive members of rights as provided by law or ordinance.

ARTICLE 5 — MANAGEMENT RIGHTS

- A. Nothing in this Agreement is intended to, or should be construed to, interfere with the prerogatives of the Employer, regardless of frequency of exercise, to operate and manage its affairs in each and every respect as provided in Sitka's Charter and its Ordinance, the Sitka Police Department's Operating Procedures Manual, and any other applicable state or federal law.
- B. Unless specifically modified by this Agreement, all functions, rights, powers, and authority of the Employer are recognized by the Association as being retained by the Employer, including but not limited to the right to:
- hire;
 - determine the work;
 - assign the work and work schedule;
 - classify and budget for positions;
 - discipline and discharge;
 - require and assign overtime work; and
 - enforce reasonable rules and regulations.

ARTICLE 6 — TIME OFF

Section 1 — Personal Leave General

- A. Personal leave shall be used for any and all sick and vacation time off purposes.
- B. Requests for Time Off
1. Requests for time off for other than illness and injury. Personal leave requests require the prior approval of the supervisor. Employee requests shall be given full consideration and, to the extent practicable, approved. Management will respond to leave requests in a timely manner, allowing for the Employee to finalize plans for the absence. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's determination of operational needs.
 2. An Employee who wishes to take more than two (2) weeks of leave shall submit their leave request in writing a minimum of thirty (30) calendar days prior to their departure. Management shall respond to requests made for more than a two (2) weeks absence within ten (10) calendar days from the date of submission.
 3. Requests for time off due to illness and injury. When an Employee needs to use personal leave for illness or injury, the Employee shall notify the supervisor not later than the start of the Employee's scheduled shift of their expected absence. When a member takes three (3) or more consecutive workdays of personal leave due to an illness or injury, the supervisor may require the member to provide a certificate from a licensed medical provider stating the reason for the absence.
 4. If changes to the work schedule are made after the leave request is approved which result in the Employee having to take additional leave than originally requested, the Employer shall take into consideration the Employee's approved leave schedule to avoid adversely affecting the Employee whose leave is already allocated and approved.

Section 2 — Leave Accrual

- A. Rate of Accrual: All Employees shall accrue leave based on their total years of service with the Employer as set forth in Appendix A.
- B. Leave Reporting: Leave usage will be reported on each pay warrant. Monthly leave accrual shall be reported on the first pay warrant of each month after the accrual for the prior month is earned.
- C. Mandatory Usage: There shall be no mandatory leave usage requirement for the first twelve (12) months of service. After the first year of employment, Employees will forfeit any unused mandatory time off at the end of each fiscal year (June 30). When a leave request is denied or rescinded by the Chief, or designee, during the last quarter of the fiscal year (April, May, or June) which would have satisfied the mandatory leave requirement, the Municipal Administrator, or designee, may approve a rollover of the unused mandatory leave so long as there is no other option to take time off due to business needs.

Section 3 — Time Off During Probationary Period

- A. During a new hire's initial probationary period, the Employee will normally not be granted time off for vacation leave purposes, unless agreed to and recommended by the Chief and approved by the Municipal Administrator.
- B. Time off during a probationary period will normally be unpaid time off unless the Employee has accrued enough time off to cover for part or all the time off.
- C. 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.

Section 4 — Leave Anniversary Date

Changes in the leave accrual rate take effect on the first day of the pay period immediately following the date on which the Employee completes the prescribed period of service.

Section 5 — Maximum Accrual

Unused personal leave may accumulate up to eight hundred and twenty (820) hours. Once the cap has been reached, the Employee shall not accrue any personal leave until such time as the balance of the account is below the cap amount. There shall be no cash out of any accrual over the cap.

Section 6 — Payment of Personal Leave upon Termination

Accrued personal leave will be paid to Employees who voluntarily or involuntarily terminate after twelve (12) month's service, based on the wage rate at date of termination.

Section 7 — Personal Leave Cash-In

After an Employee's first full year of service, the Employee may cash out up to two hundred (200) hours each fiscal year in no more than two installments. The Municipal Administrator has the authority to defer a request for up to thirty (30) days. The Employee shall be notified in writing of the reason for the deferral.

Section 8 — Leave Donation Program

Employees may donate vacation accrual/PTO 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 the Personnel Policies Handbook.

Section 9 — Leave Without Pay

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

Section 10 — Jury Leave

- A. When an Employee is required to report for jury duty, the Employee shall be afforded time off from work to allow the jury duty time and a minimum of eight (8) hours for rest between jury service and the Employee's next work shift.
- B. When an Employee is required to attend jury duty during his or her regularly scheduled shift shall be granted Jury Leave to attend jury duty and must return to work for the completion of their shift if the jury duty is completed prior to the end of the shift.
- C. An Employee on authorized Jury Leave shall give the Employer all monies received from the court as compensation for services and the Employee shall be paid their regular wage while on Jury Leave.
- D. Jury Leave shall be supported by written documents such as the Court Clerk's Statement of Attendance.

Section 11 — Military Leave

Employees shall be entitled to military leave in accordance with state and federal law. Under AS 39.20.340 each employee is entitled to 16½ days of paid military leave each calendar year. Any other military leave during a calendar year is unpaid unless the Employee chooses to use their accrued personal leave.

Section 12 — Association Leave

- A. There is hereby created an Association Leave Bank for the sole and exclusive use of the Association. The bank shall be administered and managed solely by the Association.
- B. Upon a new Employee's satisfactory completion of their initial probationary period, the first eight (8) hours of accrued personal leave shall be transferred to the Association Leave Bank.
- C. Upon written request from the Executive Director of the Public Safety Employee's Association, or the President of the Sitka Police Department Members Association, the Employer shall transfer from one (1) hour to eight (8) hours from each Employee's personal leave account to the Association Leave Bank. Such deductions are not credited toward the mandatory use of personal leave required in Section 2.
- D. Transfers of leave into the Association Leave Bank may not occur more than once every three (3) months, unless the Association and the Employer agree to another schedule or exception.
- E. Leave placed in the Association Leave Bank shall be given a cash value by multiplying the number of hours deducted from the member's leave balance by the regular hourly pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient to establish its value in hours as business leave.
- F. The Association further agrees that the leave balance is neither returnable to the personal leave accounts of the Employer, nor transferable to successor bargaining agents, and has no cash value upon decertification.
- G. Requests for absences from duty for business leave shall be made in writing by the Executive Director of PSEA or the Chapter President to the Chief, or designee.

- H. Requests for absences for Association business shall not be denied except in exigent circumstances.
- I. The Employer will provide to the PSEA Business Office an electronic accounting of the Association Leave Bank at the end of each calendar year not later than January 31 of the following year.

Section 13 — Family/Medical Leave

The Employer shall provide family and medical leave consistent with the Family Medical Leave Act (FMLA) and/or the Alaska Family Leave Act (AFLA), whichever applies, effective the first day of the qualifying leave.

ARTICLE 7 — HOURS OF WORK AND BREAKS

Section 1 — Workweek

The workweek for purposes of this Agreement begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on the following Sunday.

Section 2 — FLSA 7(k) Work Period

- A. Pursuant to Section 7(k) of the Fair Labor Standards Act, 29 U.S.C. § 207(k), the Employer designates the following classifications as engaged in law enforcement activities and eligible for the exemption: Police Officer, Police Sergeant, Jail Officer I, and Jail Officer II.
- B. The corresponding work period for the classifications designated in Subsection A is fourteen (14) consecutive days.
- C. The Public Safety Dispatcher, Public Safety Dispatch Supervisor, Multi-Service Officer, and Animal Control Officer classifications are not designated under Section 7(k) of the Fair Labor Standards Act and are governed by the standard forty (40) hour workweek.

Section 3 — Relief Periods

- A. Employees whose work schedule prohibits relief or refreshment during their shift shall be allowed one relief break not to exceed fifteen (15) minutes during the second half of the shift.
- B. Employees who work a ten (10) hour or longer shift by assignment or holdover shall be entitled to an extra fifteen (15) minute break arranged with their supervisor at an appropriate time.

Section 4 — Lunch Break

- A. All Employees shall be allowed a paid lunch break of thirty (30) minutes approximately halfway through their assigned shift at the Employee's straight-time rate of pay. No additional compensation will be paid if the lunch break is worked, except for (B) below or if the time worked creates an overtime situation.
- B. If Communication Center or Jailer/Correction Employees are required to work through the lunch break, the Employee shall be paid at the time and one-half rate of pay instead of straight-time rate of pay for the missed lunch break.

Section 5 — Scheduling Relief Periods and Lunch Breaks

The Employer, based on Department demands and requirements, will endeavor to schedule time off for relief periods and lunch breaks consistent with this Article.

ARTICLE 8 — COMPENSATION

Section 1 — Pay Matrix

- A. The wage rates shown on the Pay Matrix at Appendix B shall be in effect on July 1, 2026.
- B. The Pay Matrix shall be adjusted by 3% effective July 1, 2027
- C. The Pay Matrix shall be adjusted by 3% effective July 1, 2028

Section 2 — Step Increases

- A. Beginning July 1, 2026, and every two (2) years thereafter, Employees in Steps A – K 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 L will receive any cost-of-living adjustments to the Matrix consistent with Section 1 above.

Section 3 — Recognition Lump Sum

In recognition of Employees continued service to the citizens of Sitka, Employees shall receive a one-time lump sum payment on or before July 1, 2026 equal to \$1000.00, less withholding, so long as the Employee has satisfactorily completed their initial probationary period on the date of distribution.

Section 4 — Wage Rate for New Employees

- A. New Employees normally shall be placed at Step A of the pay matrix, except as provided in the paragraphs below.
- B. Police Officers
 - 1. If hired with no experience or training, a new Police Officer shall be paid at the training rate of pay until successful completion of the Academy at which point the Employee shall be placed at Step A.

2. A Police Officer hired from another jurisdiction with prior work experience and upon proof of an APSC certification or eligibility for certification by the APSC, may be hired at a pay rate above Step A but not any higher than Step G. This determination will be made by the Chief, subject to the approval by the Municipal Administrator. The pay rate shall be disclosed in the offer letter to the new Police Officer.

C. Public Safety Dispatchers

1. If hired with no experience or training, a new Public Safety Dispatcher shall be paid at Step A.
2. If an Employee is hired to be a Public Safety Dispatcher and they have prior relevant work experience, the Employee may be hired at a pay rate above the training rate and Step A but not any higher than Step G. This determination will be made by the Chief, subject to the approval by the Municipal Administrator. The pay rate shall be disclosed in the offer letter to the new Public Safety Dispatcher.

- D. Other newly hired Department Employees may be placed at a pay rate above Step A, but not any higher than Step G, if in the judgment of the Chief and subject to the approval by the Municipal Administrator, the newly hired Employee has knowledge, skills, and abilities specific to the job class that justifies the higher pay rate. The pay rate shall be disclosed in the offer letter to the new Employee.

E. Academy Rate of Pay:

Members attending the Academy are assigned to a 16-hour duty day for seven days per week. This is not intended for secondary training after an officer has achieved sworn status within the state of Alaska.

All duty in excess of forty-two (42) hours per week will be paid at the Academy overtime rate. The Academy rate of pay is defined in Appendix B of this contract.

Police Officers entering the Academy for their initial Officer training shall be guaranteed the equivalent of their full base wage (84 hours x their regular rate of pay) for the pay period they enter the Academy.

Police Officers returning to regular service after completing the Academy shall be guaranteed the equivalent of their full base wage (84 hours x their regular rate of pay) for the pay period they return from the Academy.

Section 5 — Overtime

- A. When assigned an eighty-four (84) hour schedule, all hours worked in excess of eighty-four (84) hours per pay period by Police Officers, Police Sergeants, and Jail Officers shall be compensated at one and one-half times (1.5x) the Employee's regular rate of pay.
- B. Department Employees that are not eligible for the FLSA 7(k) exemption shall be compensated at one and one-half times (1.5x) the Employee's regular rate of pay for all hours worked in excess of forty (40) hours in a workweek.
- C. Employees shall not work overtime without advance supervisory approval. The Employer will endeavor to distribute overtime work on an equitable and practical basis among Employees in the affected job classifications able to perform the work as determined by the Employer.
- D. The Employer shall endeavor to offer scheduled overtime to Employees in the bargaining unit before offering it to other department employees.

Section 6 — Call Back Time

- A. If an Employee is in a “call back” situation, the Employee shall receive a minimum of two (2) hours call-back pay calculated at one and one-half times (1.5x) the Employee regular rate of pay.
- B. When scheduling extra duty, the Employer shall notify the Employee not less than twenty-four (24) hours prior to commencement of extra duty. If less than twenty-four (24) hours notice is given, the extra duty shall be treated as “call back” and paid at the premium rate of pay. If scheduled extra duty is cancelled with less than 24-hours-notice, the employee shall be paid two (2) hours of call back premium pay.

Section 7 — Court Pay

An Employee who must go to court outside of the Employee’s normal work schedule shall receive a minimum of two (2) hours at one and one-half times (1.5x) the Employee’s regular rate of pay.

Section 8 — Standby Pay

When an Employee is required to be available for work on standby status outside of their normal work schedule as designated in writing by the Chief, or designee, he or she will be compensated at the rate of Five Dollars (\$5.00) per hour for each hour in standby status. Employees on standby status will be required to respond and be ready-to-work within thirty (30) minutes or at such time as designated by the Chief or designee.

Section 9 — Field Training Officer and Communications Training Officer

An Employee assigned, in writing by the Chief, or designee, to conduct FTO or CTO training shall receive Two Dollars and Fifty Cents (\$2.50) per hour more than the Employee’s regular rate of pay for all hours performing FTO and CTO duties.

Section 10 — Officer-In-Charge and Dispatcher-In-Charge Pay

An Employee assigned in writing by the Chief, or designee, to Officer-In Charge or Dispatcher-In-Charge duty shall receive a five percent (5%) or a two-step (2) increase for all hours performing in-charge duties.

Section 11 — Shift Differential

- A. Any scheduled 12-hours shift beginning between 5:00 a.m. and 8:00 a.m. shall be considered the day shift and no premium pay is due under this Section.
- B. Any scheduled 12-hour shift that begins between 5:00 p.m. and 8:00 p.m. shall be considered the night shift and Employees who are assigned shall receive a shift differential equal to five percent (5%) unless otherwise authorized by the Chief or designee.
- C. Any scheduled 12-hour shift that begins between 1:00 p.m and 4:00 p.m shall be considered the swing shift and Employees who are assigned shall receive a shift differential equal to three percent (3%) unless otherwise authorized by the Chief or designee.

Section 12 — Detective Premium Pay

A Police Officer assigned to be a full-time detective in writing by the Chief, or designee, shall be paid two and one-half percent (2.5%).

Section 13 — Pay Shortages and Overpayments

If a shortage or overpayment occurs, the Employer shall notify the Employee of the problem immediately. Prior to recovering any overpayment, the Employer shall work with the Employee to set up a repayment plan. Any shortage shall be paid to the Employee on the Employee's next paycheck.

Section 14 — 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.

ARTICLE 9 — UNIFORMS, PROPERTY, AND EQUIPMENT

Section 1 — Uniforms

- A. The Employer shall provide all uniforms and equipment necessary to perform the job duties for the Department, as determined by the Chief, or if required by state or federal law.
- B. Upon proof of damage or wear to the Chief, or designee, the above items shall be replaced.

Section 2 — Handgun

- A. The Employer will provide newly appointed police officers with a handgun, holster, magazine and magazine holder to be used while on-duty.
- B. Police Officers may use another handgun on duty so long as the handgun meets Department requirements and is approved by the Chief in advance.

Section 3 — Soft Body Armor

The Employer will provide each newly appointed police officer National Institute of Justice approved soft body armor and external carrier. The Employer will take steps to replace all soft body armor prior to its recommended expiration date.

Section 4 — Wearing of Uniform

- A. Uniform items provided by the Employer and items which identify the individual as an Employee shall be worn only with the permission of the Chief, in the performance of assigned job duties or when traveling directly from place of residence to work and traveling directly from work to place of residence.
- B. The parties agree that PSEA may request its members to appear in uniform for its functions with prior written notice and approval by the Chief.

Section 5 — Equipment and Other Work-Related Necessities Allowance

- A. Each Employee covered by this Agreement shall receive a monthly uniform/equipment allowance, paid through regular payroll, based on the Employee's job classification as follows:
 - 1. Public Safety Dispatcher and Public Safety Dispatch Supervisor: fifteen dollars (\$15.00) per month.
 - 2. Police Officer, Police Sergeant, Jail Officer I, Jail Officer II, Animal Control Officer, and Multi-Service Officer: thirty dollars (\$30.00) per month.

ARTICLE 10 — TRAINING

Section 1 — Employer Assigns Training

The Employer shall determine when training is necessary and will make reasonable efforts to provide training opportunities to all Employees so long as such training is consistent with the Employer's needs. The Employer will normally not schedule an Employee for training which conflicts with the Employee's scheduled and approved personal leave.

Section 2 — Employee Request

An Employee who wants to attend a course, seminar, workshop or other type of training and have the Employer reimburse the cost shall:

- A. Describe the training and how it relates to the Employee's current position or a position within the Police Department to which the Employee could be assigned;
- B. State the total cost of the training and the amount proposed for reimbursement by the Employer; and
- C. Secure the written concurrence of the Chief through the chain of command on the amount of reimbursement for satisfactory completion of the training.

Section 3 — Successful Course Completion Required

An Employee who does not successfully complete a course of instruction approved by the Employer may not be reimbursed for the training costs unless authorized otherwise by the Chief.

Section 4 — Travel and Reimbursement

- A. If the training or certification requires travel out of Sitka, the request must also be approved by the Municipal Administrator.
- B. If approval is granted, with or without travel, the Personnel Policies Handbook Travel Section 19 will control what costs are paid for or reimbursed by the Employer, if any.

Section 5 — Repayment of Training Costs

- A. In the event an Employee attends training, the Employee may be asked to reimburse the Employer for such training if the Employee leaves employment before the completion of a twelve (12) month period after completion of training in accordance with the following schedule, and the training costs exceed \$2,500.00 which includes, but is not limited to, transportation, housing, per diem, and course costs.
 - 1–3 months — 100%
 - 3–6 months — 75%
 - 6–9 months — 50%
 - 9–12 months — 25%
- B. Prior to attending training which may require repayment, the Employee and Chief shall review the costs of such training and the Employee's responsibilities for repayment. If agreeable, the Employee and Chief shall sign a Training Reimbursement Agreement setting forth the costs and repayment schedule before attending the training. A copy of the Training Reimbursement Agreement shall be sent to the Association. Failure to agree under this paragraph shall not subject an Employee to disciplinary action.

- C. Repayment shall not be required, even if a signed agreement exists, in the following circumstances:
1. the Employee was discharged from employment with the Department;
 2. the Employee separated from employment with the Department due to injury or illness; or
 3. the training does not happen or the Employee cannot attend the training due to circumstances outside of the control of the Employee.
- D. The Employer shall have the right to deduct from the Employee's final paycheck any monies owed in accordance with this Section, or as otherwise agreed to in writing by the Employee or Chief, or by any other legal means available to the Employer.

ARTICLE 11 — EMPLOYEE BENEFITS

Section 1 — Worker's Compensation

In cases of injury or ailment which is covered by Workers Compensation Insurance, personal leave shall be used to pay the disabled Employee the difference of the wage which the Employee would have otherwise earned, and the workers compensation benefit received. Once the Employee's personal leave is exhausted, the Employee may submit a request under Article 6, Section 7, Leave Bank, for donations.

Section 2 — Health Insurance

The Employer will make available to all Employees covered by this Agreement a health and life insurance plan, subject to plan eligibility requirements. The Employer shall pay 100% of the cost of coverage for the Employee and their dependents.

Section 3 — Retirement

The Employer and all regular Employees covered under this Agreement will participate in the Public Employees Retirement System of Alaska.

ARTICLE 12 — SAFETY

Section 1 — 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 2 — 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 while on duty shall not expose or subject themselves or others to unsafe working conditions outside the scope of their employment. Employees also are expected to follow the Employer's Safety Policy found in the Personnel Policies Handbook and any other Department safety rules.

Section 3 — Unique Nature of Law Enforcement Work Recognized

The parties recognize that the nature of law enforcement requires Employees to work in unsafe conditions as part of their job and to incur risks not demanded of other Sitka employees. Consequently, Employees are expected to do their jobs even if unsafe conditions exist unless a refusal to work is due to an unsafe condition covered by OSHA

Section 4 — Safety Officer

The steward, or designee in their absence, shall serve as the safety officer and shall act as the liaison between the Employees and the Employer regarding safety matters. The steward shall be given an opportunity at the monthly staff meetings to bring safety matters to the attention of the Chief and administrative staff. If the safety matter requires immediate attention, the steward shall report the safety matter to the Chief, or designee, at their earliest opportunity and not wait for the monthly meeting to be held.

ARTICLE 13 — PERSONNEL FILES

Section 1 — Location

Official personnel files shall be maintained in the Human Resources. Field personnel files may also be maintained by the Department.

Section 2 — Confidentiality

All information contained within an Employee's personnel file, regardless of location, is confidential except as provided by law. Employees who have a need to know the information contained in an individual Employee's personnel file to perform their official duties with the Employer shall have access to the Employee's personnel files. The Human Resources shall maintain a record of any person or entity, other than the Human Resources staff, which reviews or has access to the Employee's personnel files.

Section 3 — Employee Access

Employees shall have access to the Employee's personnel files upon reasonable notice and at reasonable times. Personnel files may not be removed from their location and shall be reviewed in the presence of staff. Upon request, Employees may receive copies of any documents contained within their personnel files.

Section 4 — Association Access

Upon written authorization by an Employee, the Association and its representatives shall have the right to review the Employee's personnel files upon reasonable notice and at reasonable times.

Section 5 — Third Party Access

Employees may authorize in writing any other person or entity the right to review the Employee's personnel files. Access to the file by anyone outside of the Employer, including the Association, shall be in accordance with applicable local, state, and federal laws or regulations, or as ordered by a court of competent jurisdiction. In the event a governmental agency or court obtains access, the affected Employees shall be notified of such access.

Section 6 — Removal of Documents

Upon request by an Employee, the Chief, or designee, may remove a Written Reprimand, or any lesser form of discipline, given to an Employee two (2) years after it is issued provided no further instance of similar conduct occurs as determined by the Chief. If the request to remove the document is denied, the Employee will be provided a written explanation of the reasons. Nothing in this paragraph requires removal of any reference to the disciplinary action in the Employee's performance evaluation.

ARTICLE 14 — GRIEVANCE PROCEDURE

Section 1 — Exclusive Remedy

This procedure shall be the sole and exclusive means of settling disputes and disagreements between the parties involving the application of this Agreement.

Section 2 — Grievance Defined

- A. A "grievance" is any disagreement or dispute between the Employer and the Association regarding the application of this Agreement.
- B. This procedure shall not be available to probationary Employees where disciplinary action or termination occurs.
- C. A Written Reprimand given to an Employee is not subject to the grievance procedures under this Article. However, an Employee may submit a rebuttal memorandum which shall be attached to it when it is placed in the Employee's personnel file.

Section 3 — General Procedures

- A. All written grievances shall contain the following information, to the extent known at the time of filing:
 - 1. the name and job classification of the grievant(s);
 - 2. the date of the alleged action or omission which led to the grievance;
 - 3. a statement of the facts known to the Employee and/or the Association supporting the grievance;
 - 4. a list of articles and sections within the collective bargaining agreement that have been violated;
 - 5. the remedy sought; and
 - 6. the signature of the grievant(s).
- B. Should the Employer not comply with the time limits specified in this Article, the Association may advance the grievance to the next higher step. Any grievance not filed by the Association according to the procedures and time frames in Section 4 below shall be deemed to have been waived and shall not be entitled to further consideration.
- C. Grievances filed by the Employer shall be filed with PSEA's Executive Director.
- D. "Days" as used within this Article is defined as calendar days, unless specified otherwise.
- E. In all instances, Employer responses shall be delivered to PSEA in Anchorage as the official recipient of grievance responses.

- F. The time limits herein stated may be extended by written mutual agreement of the parties. Such mutual written agreement may be transmitted via US mail, e-mail or other reliable written electronic communication.
- G. "Class action grievances" shall be defined as grievance affecting more than one Association Employee. Class action grievances shall be filed at Step 2. For purposes of signing the grievance as required above, a single grievant may sign on behalf of the entire class.
- H. Disciplinary action greater than a Written Reprimand shall be filed at Step 2.
- I. A grievance may be filed at a higher step if the recipient of the grievance does not have the power or authority to grant the relief requested upon mutual agreement between the parties.

Section 4 — Grievance Procedure Steps

The parties shall first attempt to resolve their disputes informally. If this method is unsuccessful, the following steps shall be followed in processing grievances:

A. STEP 1

1. A grievance shall be initiated by the Association's submitting the grievance in writing to the first level of supervisor outside the bargaining unit within twenty-one (21) days from the date the Employee knew of the action or inaction.
2. The supervisor shall meet with and discuss the grievance with the grievant and his/her Association representative and provide a written response within fourteen (14) days of the receipt of the original grievances.

B. STEP 2

1. If resolution is not reached at Step 1, the grievance may be elevated by the Association to the Chief no later than fourteen (14) days after the supervisor's response or the date the response was due, whichever is earlier.
2. Within fourteen (14) days of receipt of the grievance, the Chief may meet with the grievant and the Association representative to discuss the grievance and shall provide a written response within fourteen (14) days after receipt of the grievance.

C. STEP 3

1. If resolution is not reached at Step 2, the grievance may be elevated by the Association to the Municipal Administrator within fourteen (14) days of receipt of the Chief's response, or the date of the response was due, whichever is earlier.
2. Within fourteen (14) days of receipt, the Municipal Administrator shall provide a written response upholding, modifying, or disapproving the suspension or demotion and any suspension shall then take effect in accordance with the Administrator's decision.

D. STEP 4

1. If resolution is not reached at Step 3, the grievance may be submitted by the Association to arbitration in the following manner: Within twenty-one (21) days of the Association's receipt of the Municipal Administrator's response at Step 3 or the date the response was due, whichever is earlier, the Association may deliver to the Municipal Administrator a written demand for arbitration.

2. Within ten (10) working days after receipt of the written demand, the Association and the Assistant Municipal Administrator or their designee shall meet in an effort to select an arbitrator.
3. If the parties are unable to agree on an Arbitrator, the parties shall jointly contact the U.S. Federal Mediation and Conciliation Service (FMCS), the American Arbitration Association (AAA), or some other mutually agreeable source of arbitrators, to request the names of 11 qualified arbitrators from Nevada, Arizona, California, Washington, Oregon, Idaho, or Alaska; the cost of such request shall be equally borne by the parties. Nothing in this paragraph precludes the parties from creating a single arbitrator panel after Agreement is effective to be used for the duration of this Agreement.
4. If the parties cannot mutually agree which list to request, the issue will be resolved by flipping a coin. Within fourteen (14) days of receipt of a list of arbitrators, the parties shall proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator.
5. The first choice in striking an arbitrator shall be done by flip of a coin if the parties do not consent to exercise of the first choice.
6. The arbitration shall commence at a neutral location provided by the Employer at a time selected by the arbitrator and agreed upon by the parties.
7. The Arbitrator's function is to interpret the Agreement. The Arbitrator's authority is limited to considering the particular issue(s) set forth in the written grievance by the Association and the written response by the Employer. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall not award or grant any right, privilege, or benefit to the Association or Employees not provided for by this Agreement.
8. Procedural issues shall be reviewed by the Arbitrator during the same proceeding as the underlying merits of the same grievance, unless agreed to otherwise by the parties.
9. The arbitrator shall be requested to provide the parties with written findings of fact and conclusions of law, if any, and the complete rationale for any award within thirty (30) working days of the hearing's completion or after receipt of post-hearing briefs, unless the parties consent to a longer time. The decision of the arbitrator shall be final and binding upon the parties.
10. 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 Association 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.

ARTICLE 15 — ADMINISTRATIVE INVESTIGATIONS

During the life of this Agreement, the parties agree to meet to review any proposed changes to the Administrative Investigation Manual ("AI Manual"). Decisions regarding the final content of the AI Manual will be determined by the Chief after meeting with the Association.

**ARTICLE 16 — PROBATIONARY PERIODS, PERFORMANCE EVALUATIONS, AND
ANNIVERSARY DATES**

Section 1 — Probationary Periods

- A. Every new regular Employee shall serve a twelve-month probationary period, during which time the Employee may be terminated at the sole discretion of the Employer without right of appeal.
- B. Probation may be extended one time up to ninety (90) days for any Employee with a written agreement between the Municipal Administrator and the Association.
- C. Current regular Employees who are promoted or transferred to a different position shall serve a six-month probationary period. If the Employee's performance in the new position is unsatisfactory in the Employer's sole discretion, 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.
- D. A demoted Employee shall not serve another probationary period so long as the Employee had previously completed the initial probationary period in the job classification to which the Employee returns.

Section 2 — Performance Evaluations

- A. Employees shall receive performance evaluations pursuant to and consistent with the Personnel Policies Handbook.
- B. If step increases are granted during the life of this Agreement in Article 8 and an Employee is denied a step increase due to an unacceptable performance evaluation they shall be re-evaluated not later than one hundred and eighty (180) days after the Employee's evaluation date. If the Employee has improved and obtained an acceptable rating, the Employee shall be entitled to the delayed step increase effective at the date of the re-evaluation.

Section 3 — 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 17 — DISCIPLINE AND DISCHARGE; RESIGNATION

Section 1 — Discipline and Discharge

- A. No regular Employee shall be disciplined or discharged without just cause. All discipline, except for written reprimands, shall be subject to review if challenged timely and in accordance with the grievance-arbitration procedure set forth at article 14.

- B. The Employer reserves the right to determine what level of discipline will be issued in any given situation. A copy of the disciplinary notice will be given to the Employee and sent to the PSEA Anchorage office via email on the same day it is issued. The Employer in its discretion will utilize the following progressive discipline steps:
1. Written Reprimand;
 2. Suspension Without Pay;
 3. Demotion; and
 4. Discharge.
- C. In the event an Employee may be suspended or demoted, the Employee may be placed on administrative leave with pay until any investigation is concluded. If, through the grievance procedure, the suspension or demotion is overturned, then the Employee shall be entitled to back pay. An Employee placed on administrative leave is presumed innocent until a decision is made by the Chief, as approved by the Municipal Administrator.

Section 2 — Right of Representation

An Employee has the right to request and receive Association representation during any investigative interview in which the Employee reasonably believes the interview could lead to discipline or discharge. The Employer agrees to notify the Association of its intention to conduct an investigative interview under this Agreement or the AI Manual prior to the start of the investigation.

Section 3 — Pay in Lieu of Notice

Regular Employees shall be given two (2) weeks' notice of separation. The Employer, at its sole discretion, may elect to provide full pay in lieu of notice.

Section 4 — Resignation

An Employee who intends to terminate service with the Employer shall submit a written resignation to the Chief or designee stating his/her last dates of employment. Resignations shall be submitted as early as possible, but at least two (2) weeks before the final workday unless mutually agreed beforehand between the Employer and the Association. A copy of the Employee's resignation shall be filed in the Employee's personnel file. At the Employer's option, the Employee may be paid two (2) weeks full pay and benefits and allowed to leave employment immediately.

Section 5 — Medical Examinations

No Employee shall be required to submit to a medical or psychological examination unless the Employer has a job-related justification to require the Employee to submit to such an examination. Nothing in this paragraph limits the Employer's right to seek medical certifications or fitness for duty reports as permitted by federal and state law, or as otherwise provided for in this agreement.

ARTICLE 18 — SENIORITY, LAYOFF, AND RECALL

Section 1 — Seniority Defined

- A. There are two (2) types of seniority. All Employees shall be listed in descending order.

1. Job Classification Seniority. The Employee having the longest term of unbroken service in the job classification represented by the Association shall be number one (1) on the Job Classification Seniority.
 2. Department Seniority. The Employee having the longest term of unbroken service in the Department shall be number one (1) on the Department Seniority list.
- B. The job classifications represented by the Association are:
- Police Sergeant;
 - Police Officer;
 - Public Safety Dispatch Supervisor;
 - Public Safety Dispatcher;
 - Jail Officer I;
 - Jail Officer II;
 - Multi-Service Officer; and
 - Animal Control Officer.
- C. There are three job series for purposes of this Article:
- Job Series I: Police Sergeant; Police Officer.
- Job Series II: Public Safety Dispatch Supervisor; Public Safety Dispatcher.
- Job Series III: Jail Officer II; Jail Officer I.
- D. If two (2) or more Employees have identical seniority, the following shall be used to break the tie:
1. First, the Employee with the most seniority with the Department;
 2. Second, the Employee with the most seniority with the Employer;
 3. Third, the Employee who has the most favorable overall performance rating score during the previous year;
 4. Fourth, veteran status defined as an individual who has been honorably discharged from military service;
 5. Fifth, by lot.

Section 2 — Application of Seniority

- A. Seniority may be used where scheduling issues or other operational requirements are open to Employee bidding by the Chief. The type of seniority to be used shall be designated by the Chief.
- B. Job Classification Seniority shall be used to determine the order of layoff and recall; Department Seniority shall be used to determine bumping rights.

Section 3 — Termination of Seniority

- A. Seniority shall be terminated upon:
1. resignation;
 2. layoff for a period of more than two (2) years;
 3. failure of the member to report for duty within thirty (30) days after notification of a recall from layoff;

4. abandonment of position (failure to report within three (3) days of scheduled duty);
 5. promotion to a position outside the bargaining unit except as provided in section 4 below; or
 6. dismissal.
- B. Seniority shall not be interrupted by:
1. periods of leave or layoff for a period of less than two (2) years;
 2. absence due to an on-the-job injury;
 3. active military duty when recall for such duty is beyond the control of the member; or
 4. retirement disability up to three (3) years.

Section 4 — Seniority Protected After Promotion or Reassignment

An Employee promoted or assigned to a position outside the job classifications represented by the Association but who remains within the Department is entitled to a two-year period of absence from the bargaining unit without loss of seniority. The Employee's seniority will be frozen at the level attained at departure from the unit position and will not accrue during the Employee's two-year absence. If the Employee retains the position outside of the bargaining unit for more than two (2) years, the Employee's seniority for purposes of this Article shall terminate.

Section 5 — Layoff/Recall

A. General Provisions

1. The Chief, upon approval of the Municipal Administrator or designee, may layoff an Employee by reason of abolition of position, shortage of work or funds, or other reasons outside the Employee's control. A layoff does not reflect discredit on the service or performance of the laid-off Employee.
2. No Employee shall be laid off if there are temporary Employees in the Department.
3. Probationary Employees will be laid off prior to regular Employees.
4. No Employee shall be laid off because a non-bargaining unit member wishes to return to a bargaining unit position.

B. Order of Layoff

1. Order of layoff is by job classification, and by job series, when one exists, except as provided below in 3c.
2. Layoffs shall be made in inverse order of seniority.
3. Bumping Rights
 - a. Once the job classification to be laid off is identified, the Employee with the least bargaining unit seniority in the job classification to be laid off shall be the first to be laid off.
 - b. If the identified Employee is in a job classification in a job series set forth in Section 1(c), the Employee may choose to displace another Employee in the lower job classification, provided that the Employee in the higher job classification has more Department seniority than the Employee in the next lower classification.

- c. If an Employee is to be laid off in a single job classification (no Job Series in Section 1(c) has obtained regular status in a job classification covered by this Agreement, the Employee may choose to displace an Employee in a previously held job classification provided that the Employee has more Department Seniority than the Employee in the previously held job classification.

C. Notification of Layoff and Recall Requirements

1. After a decision is made that a layoff is necessary in the Department, the Chief shall notify in writing all Employees that a layoff will occur and the anticipated job classification to be laid off, and the expected date of the layoff.
2. The Employees in the identified job classification to be laid off shall receive a minimum of thirty (30) days written notice before the layoff is effective.
3. If the affected Employee is eligible to bump to a lower or different job classification covered by this agreement, the Employee shall notify the Chief in writing within five (5) working days from the date the Employee receives the layoff notice of the Employee's desire to bump to a lower or different classification. Failure to notify the Chief of a desire to bump as required herein shall result in a forfeiture of the Employee's right to bump.

D. Rights of Laid-Off Employees

1. At the time of layoff, the Employee laid off will receive payment for all personal leave.
2. No temporary Employees shall be hired while Employees are in layoff status unless the laid-off Employee is first offered the work and does not accept or timely respond to an inquiry.
3. A laid-off Employee may reject a temporary or seasonal position without losing layoff recall rights. Notice to the laid-off Employee shall include the estimated duration of the temporary or seasonal position.
4. Upon layoff, the laid off Employee shall be placed on the layoff list for the job classification series from which the Employee was laid off, and for the bargaining unit. Recall rights exist for two (2) years from the effective date of the layoff.
5. The layoff list shall be ranked in inverse order of layoff. Any vacant position that the Employer elects to fill in the job classification shall be offered to the first Employee on the layoff list, provided however, that an Employee may not be recalled to a higher job classification than the Employee previously held.
6. To be reappointed an Employee on layoff status must meet the licensing and certification required for the other incumbents in the classification.
7. An Employee on layoff status may apply for any vacant position with the Employer. Qualified applicants on layoff status will be given the opportunity to interview for the vacant position.
8. An Employee on layoff status may accept alternative employment without forfeiting layoff rights.
9. When an Employee on layoff status is recalled to a position in the Employee's former job classification, the Employee will resume employment with the same employment status, range and step held at the time of layoff.
10. When an Employee on layoff status is offered appointment to a different job classification with the Employer, the Chief and the Assistant Municipal Administrator

shall determine the Employee's employment status, range and step. When an Employee on layoff status accepts an appointment in a different job classification, a probationary period must be served.

E. Employee Obligations

1. When an Employee on layoff status refuses or fails to respond to a written offer of appointment to the Employee's former Job classification within ten (10) days, layoff status is ended, and the Employee will be separated in good standing.
2. When an Employee on layoff status fails to respond within ten (10) days to a written inquiry relating to availability for appointment to a different job classification, layoff status is ended, and the Employee will be separated in good standing.

F. Job Vacancy Announcements

The Employer will post job vacancy announcements electronically for applications and will assist the laid-off Employee, when requested in writing, on the process to apply.

ARTICLE 19 — LABOR MANAGEMENT COMMITTEE

The parties recognize that the success of the Employer in conducting the affairs of government, the job security of Employees, and the effective administration of this Agreement depends on mutual cooperation and effective communications among all parties. Consequently, the parties agree that they will meet in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to facilitate such mutual cooperation and effective communication.

ARTICLE 20 — HOLIDAYS

Section 1 — Designated Holidays

- A. All Employees covered by this Agreement shall have eleven (11) holidays per year to be observed on the following days:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' 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
Veterans 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.

- B. When the holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday will be observed on the following Monday. For Employees who work a schedule other than a Monday-Friday, the Employee's first day off shall be considered their Saturday and the Employee's second day off shall be considered their Sunday.

- C. In lieu of Seward's Day holiday, the last Monday in February, Employees shall receive one (1) floating holiday which will accrue not later than March 31 of each calendar year based on the Employee's assigned schedule, and which must be used by December 31 of the same calendar year. Use of the floating holiday as time off is subject to the approval by the Chief or designee.

Section 2 — Holiday Compensation

- A. All Employees will be paid holiday pay at the Employee's straight time rate for all hours of their scheduled shift on either the holiday or the designated holiday.
- B. If the Employee works on the actual holiday (for all Employees on an eighty-four (84) hour shift) or the designated holiday (for all other Employees), the Employees shall be compensated at the one and one-half times (1.5x) the Employee's regular rate in addition to the regular day's holiday pay for only the actual hours worked on the holiday up to twelve (12) hours and double time (2x) for all consecutive hours worked in excess of the Employee's schedule shift that began or ended on the holiday.
1. No additional time off or pay will be granted for a holiday worked.
 2. Employees shall be eligible for holiday pay under paragraph B if the Employee's shift begins or ends on the holiday. Employees are entitled to only one twelve (12)-hours shift of holiday premium pay for the given holiday unless the Employee actually works more than twelve (12) hours on a holiday in accordance with paragraph B above.

ARTICLE 21 — GENERAL PROVISIONS

Section 1 — Availability of the Parties

Upon written request the parties agree that representatives of the Association and the Employer shall meet during the life of this agreement to discuss this Agreement, its interpretations, continuation or modification and other matters of mutual concern.

Section 2 — Letters of Agreement

Nothing in this agreement precludes the parties from amending this agreement by mutual consent of the parties in writing at any time during its term.

Section 3 — Subordination and Savings

Subordination: The Employer and the Association mutually agree that this Agreement shall in all aspects comply with and be subordinate to federal laws, state laws, and ordinances of the Employer that have not been expressly modified by this agreement.

Savings: If an Article or part of an Article should be found by a court of competent jurisdiction or by mutual agreement between the Employer and the Association to be in violation of any federal law, state law or the Employer's ordinances, the remaining Articles and provisions of this Agreement remain in full force and effect.

Section 4 — Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties are set forth in this Agreement. The parties further understand that they have agreed to meet 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 22 — OPERATING PROCEDURES MANUAL

The Department Operating Procedures Manual (“OPM”) shall apply to the Employees covered by this Agreement. Where the terms of the OPM are in conflict or otherwise inconsistent with this Agreement, the Agreement shall prevail.

ARTICLE 23 — PERSONNEL POLICIES HANDBOOK

Section 1 — 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 2 — 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 3 — 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 Association 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 Association will be given the opportunity to discuss any such amendments with the Municipal Administrator, or designee. The Association 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 twenty-one (21) calendar 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 Association-represented Employees.

ARTICLE 24 — DURATION

- A. The term of this Agreement shall be July 1, 2026, through June 30, 2029, and thereafter from year-to-year if the Agreement is not reopened.

- B. 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 Association Executive Director at the Anchorage office 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. 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.
- E. Nothing herein will preclude the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.
- F. This Agreement shall become effective after ratification by the Association membership and approval by the Assembly.

DRAFT

SIGNATURE PAGE

This Agreement is entered into this _____ day of _____, 2026.

John Leach
Municipal Administrator

Charisse Millett
PSEA Executive Director

Joshua Branthoover
Assistant Municipal Administrator

Lance Jamison-Ewers
PSEA Chapter President

Mila Cosgrove
Sitka Labor Negotiator

Jared Boekenhauer
PSEA Bargaining Team Member

DRAFT

APPENDIX A — LEAVE ACCRUAL CHART

Years of Service	Accrual Rate / Pay Period (80-Hr)	Accrual Rate / Pay Period (84-Hr)	Mandatory Usage (80-Hr) Each FY*	Mandatory Usage (84-Hr) Each FY*	Total Hours Annually (80-Hr)	Total Hours Annually (84-Hr)
0 – 4	7.39 Hours	7.76 Hours	80 Hours	84 Hours	192	201.60
5 – 8	8.31 Hours	8.73 Hours	120 Hours	126 Hours	216	226.80
9 – 12	9.24 Hours	9.70 Hours	120 Hours	126 Hours	240	252.00
More than 12 Years	11.08 Hours	11.64 Hours	160 Hours	168 Hours	288	302.40

**Mandatory leave usage is not required during an Employee's probationary period (first 12 months of service) as per Article 6. The use-it-or-lose-it requirement of mandatory leave usage by June 30 will not apply until after the end of a full fiscal year following the completion of an Employee's probationary period, which will apply every June 30 thereafter.*

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APPENDIX B — PAY MATRIX (FY27)

FY27			2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Grade	Training	A	B	C	D	E	F	G	H	I	J	K	L
Police Officer	\$ 35.00	\$41.04	\$42.07	\$43.12	\$44.20	\$45.30	\$46.43	\$47.59	\$48.31	\$49.03	\$49.77	\$50.51	\$51.27
Police Sergeant		\$45.24	\$46.37	\$47.53	\$48.72	\$49.94	\$51.18	\$52.46	\$53.25	\$54.05	\$54.86	\$55.68	\$56.52
Jail Officer I		\$26.79	\$27.46	\$28.15	\$28.85	\$29.57	\$30.31	\$31.07	\$31.53	\$32.01	\$32.49	\$32.98	\$33.47
Jail Officer II		\$33.60	\$34.44	\$35.30	\$36.18	\$37.09	\$38.02	\$38.97	\$39.55	\$40.14	\$40.75	\$41.36	\$41.98
Public Safety Dispatch Supervisor		\$31.03	\$31.81	\$32.60	\$33.42	\$34.25	\$35.11	\$35.99	\$36.53	\$37.07	\$37.63	\$38.19	\$38.77
Public Safety Dispatcher		\$29.90	\$30.65	\$31.41	\$32.20	\$33.00	\$33.83	\$34.67	\$35.19	\$35.72	\$36.26	\$36.80	\$37.35
Multi-Service Officer		\$28.75	\$29.47	\$30.21	\$30.96	\$31.73	\$32.53	\$33.34	\$33.84	\$34.35	\$34.86	\$35.39	\$35.92
Animal Control Officer		\$26.29	\$26.95	\$27.62	\$28.31	\$29.02	\$29.74	\$30.49	\$30.95	\$31.41	\$31.88	\$32.36	\$32.84
<p>The rate of pay for employees attending the Alaska Police Officer Training Academy will be 28.75% of the rate provided for Police Officers. The calculated result is the Academy rate of pay.</p>													