

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY AND BOROUGH OF JUNEAU, ALASKA

and

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.

July 1, 2010 - June 30, 2013

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CBJ Personnel Rules (effective 11/02/09)

ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

RECOGNITION

2.1 – Recognition

The Employer hereby recognizes the Association as the sole and exclusive representative for Police Officers, Police Sergeants, Paid Reserve Officers, Public Safety Dispatchers, Lead Public Safety Dispatchers, Community Service Officers, Lead Community Service Officers, Administrative Assistants in the Records Unit, the Evidence and Property Specialist and Technician positions and the Investigations Support Specialist in Special Operations Unit for purposes of collective bargaining.

2.2 – Exclusive Representation

- A)** The Employer will not negotiate or handle grievances with any individual or with any organization other than PSEA or its designee with reference to terms and conditions of employment of Members in the Bargaining Unit. 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 PSEA. The Association, or its designee, will advise any individuals or organizations seeking to negotiate or handle grievances that PSEA is the exclusive representative of Members of the Bargaining Unit and will be the only representative to approach the Employer on these matters.
- B)** Nothing contained herein shall be construed to, in any way, deprive Employees of rights as provided by law.

ARTICLE 3

MERIT PRINCIPLES

3.1 – Merit Principles

The parties agree that it is their mutual intent to strengthen merit principles of employment in the Bargaining Unit.

3.2 – Discrimination Prohibited

The Employer and the Association agree to comply with all federal, state, and local laws, rules and regulations prohibiting harassment or discrimination against any person in regard to all aspects of employment, Association representation and Association membership because of race, religion, color, national origin, age, mental or physical disability, sex, marital status, changes in marital status, pregnancy or parenthood.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 Except, and only to the extent that specific provisions of this Agreement expressly provide otherwise, it is agreed that the Employer has, and will continue to retain regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect as defined under CBJ 44.10.130 and other applicable laws.

4.2 The exercise of management rights does not preclude the Association from consulting with, raising grievances about, or negotiating where required, over the impact that the exercise of management rights have on wages, hours and other terms and conditions of employment.

ARTICLE 5

ASSOCIATION SECURITY AND ACTIVITIES

5.1 – Association Security

It shall be a condition of employment that all Employees covered by this agreement become and maintain Association membership or pay a non-Association service fee.

5.2 – Limitations

Association dues or a service fee may not be required of an Employee who is appointed under the terms of 5 PR 015(a) and (d), or whose regular work schedule does not exceed eighteen (18) hours per week. Paid Reserve Officers shall pay Association dues or a service fee for each month in which they are scheduled to work.

5.3 – Religious Exemption

Employees whose bona fide religious convictions preclude the payment of Association dues or fees shall pay an amount equivalent to such dues or fees to the union. The Union shall contribute the money to a charitable organization of its choice not affiliated with a religious, labor, or employee organization. The charitable organization and the manner of payment shall be provided to the objecting Employee by the Association.

5.4 – Payroll Deductions

The Employer shall make all appropriate deductions, including dues or service fees from the pay of those Employees who have presented the Employer with a signed

authorization for the deduction. These deductions shall be forwarded to the Association within ten (10) days.

5.5 – Association and Employee Activities

Association activities are governed by CBJ 44.10 and are not subject to negotiation by the parties. Neither the Association nor the Employer will discriminate against or harass Association or non-Association Members protected under law.

5.6 – Bulletin Boards and E-mail

Notwithstanding the provisions of 16 PR 005, the Employer shall provide non-public space for the posting of Association notices on existing bulletin boards, which are primarily for Member information.

Use of e-mail for union business shall be allowed, provided that such use is consistent with Rule 16 of the Personnel Rules, and such use does not interfere with the operations of the Police Department or the performance of the Member's duties.

5.7 – Association Representative

- A)** The Public Safety Employees Association, 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 Juneau Police Department Employees Association shall be authorized to speak as a representative of first contact for the Association in all matters covered by this Agreement.
- B)** Association 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 unreasonably interfere with the Employees' work. Non employee Association Representatives shall notify the Chief of Police or his or her designee when visiting the building.

5.8 – Association Steward

- A)** A steward may be appointed from among the Members of the Employer at any time by the Association. The Association will notify the CBJ Human Resources Director and the Police Chief in writing within forty-eight (48) hours of such appointments and when the Member is no longer the steward.
- B)** When requests, complaints, grievances, or any other business in which the CBJ has an interest cannot be handled during non-working hours, the steward may process same during working hours without loss of compensation. Such time must be approved in advance by the steward's supervisor. Such requests will not be unreasonably denied.

5.9 – Association Security Compliance

On the written demand of the Association, any Employee who has been employed for more than sixty (60) days and is not in compliance with 5.1 of this Article shall be separated by the Employer provided 5.2 or 5.3 does not apply. The Employer must provide written notice to the Employee thirty (30) days prior to separation.

5.10 – Employee Status Notifications

The Employer shall notify the Association within seven (7) days of the name, address and date of hire for any new Employee. Further, the Employer shall notify the Association within seven (7) days of the name of any Employee who has separated from employment.

5.11 – Employee Orientation

Within the first four (4) months of employment, the Chapter President or the Chapter Steward shall have one (1) hour of each new Employee's on-duty time, by prior arrangement with the Employees' immediate supervisor, to discuss matters pertaining to this Agreement and Association representation. The Employer may arrange for several Employees to attend the one-hour session at the same time upon prior notice to the Chapter President.

ARTICLE 6

LEAVE

6.1 – Accrual Rates for 40-Hour Workweek

All permanent and probationary Members assigned to a forty (40)-hour per week work schedule accrue personal leave in lieu of annual leave and sick leave. The personal leave accrual rate for each Member shall be as follows:

- A)** for Members with less than one year of service, 6.5 hours leave accrual for each full biweekly period of duty;
- B)** for Members with one, but less than two years of service, 7.4 hours leave accrual for each full biweekly period of duty;
- C)** for Members with two, but less than five years of service, 8.3 hours leave accrual for each full biweekly period of duty;
- D)** for Members with five, but less than ten years of service, 9.3 hours leave accrual for each full biweekly period of duty; and
- E)** for Members with ten or more years of service, 11.1 hours leave accrual for each full biweekly period of duty.

6.2 – Less Than 40-Hour Workweek Schedule

Permanent and probationary Members assigned to a work schedule of less than forty (40) hours per week shall accrue leave on a prorated basis. The formula for the prorated basis shall be the number of regularly scheduled hours per week divided by forty (40), the result of which is then multiplied by the biweekly leave accrual rate as determined by years of service and rounded to the nearest one-tenth of an hour.

6.3 – Unauthorized Leave

A Member who is absent without authorized leave shall not accrue leave for that pay period in which the unauthorized leave occurred. The Employer may take additional disciplinary action for the unauthorized leave. Such discipline may be subject to just cause review by the grievance process.

6.4 – Leave Anniversary Date

Changes in the leave accrual rate as provided in 6.1 take effect on the first day of the pay period immediately following the date on which the Member completes the prescribed period of service.

6.5 – Minimum Leave Usage

- A)** Each Member shall take not less than one-third of leave accrued during the period beginning with the first day of the first pay period in January and ending with the last day of the last pay period occurring fifty-two (52) weeks later.

- B)** Members shall be exempt from the minimum use requirement to the extent that such use would cause a Member's personal leave balance to be less than two hundred and forty (240) hours for Members assigned to a forty (40)-hour per week schedule. Members assigned to a work schedule of less than forty (40) hours per week are exempt from the minimum use requirement in the amount equal to their normally assigned work week hours multiplied by 4.2.

- C)** The Police Chief may direct a Member to take personal leave when such action is necessary to assure that the Member takes the minimum required.

- D)** If a member is denied the opportunity to take sufficient leave to meet the minimum usage requirement, the remaining use or lose balance will be carried over to the following year.

6.6 – Maximum Accrual

Leave accrued, but not used, shall accumulate to a maximum of not more than the equivalent of one thousand five hundred (1500) hours for forty (40)-hour week Members on the first day of the first pay period in January. Leave in excess of the maximum accrual shall be paid to the Member at the Member's regular rate of pay. Members assigned to a work week of less than 40 hours shall have the maximum leave accrual prorated accordingly.

6.7 – Transfer of Leave

- A)** Members may be allowed to transfer a maximum of two hundred forty (240) hours or fifty (50) percent of their accrued personal leave, whichever is less, provided such transfer does not reduce the donor's leave balance to less than 168 hours for members assigned to a 40 hour workweek. For members working less than 40 hours per week, the 168 hour balance will be prorated accordingly.

- B)** The recipient must be:
- 1) an Employee who is absent from work for a reason that would be family/medical leave qualifying and is on Leave Without Pay; or
 - 2) the family member of a deceased Employee; or
 - 3) an Employee who is absent due to the death of an immediate family member and who is on Leave Without Pay; or
 - 4) an Employee who is on approved military or emergency service leave per 11 PR 100 and is in Leave Without Pay status.
- C)** Personal leave donated for use by another Employee may not be credited toward the donor's minimum leave use requirement.
- D)** Unused donated leave will be returned to the donor.
- E)** All future rights to compensation for donated personal leave are waived by the donor unless the leave is returned to the donor.
- F)** Leave donated to another Employee shall be given a cash value by multiplying the number of hours donated by the regular hourly pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient and the recipient's medical leave bank shall be credited with that number of hours, which is the result of the calculations.

6.8 – Scheduled Use of Personal Leave

It is a mutual responsibility of the Member and the supervisor to schedule leave so that a Member has the opportunity to take the required minimum amount of leave to be used.

A Member may take personal leave at any time that business permits with the prior approval of the Police Chief or the Police Chief's designee. If business permits, management shall endeavor to allow at least one person per shift to be on leave at any given time.

6.9 – Unscheduled Use of Personal Leave

- A)** A Member may take personal leave for medical reasons when the Member is sick or disabled to the extent that the Member cannot attend to their regular duties or an alternate duty assignment.
- B)** A Bargaining unit Member may take personal leave for medical reasons when the illness, disability or death of a member of the Member's immediate family requires the attendance of the Member.
- C)** A Bargaining unit Member may take up to the equivalent of ten work days of unscheduled personal leave because of the death of a member of the Member's immediate family. The amount of leave may be increased by mutual agreement.

- D) The Employer may require written documentation or other acceptable proof that a Member's condition meets the requirements of 6.9 before authorizing the use of leave.

6.10 – Leave Without Pay

- A) A Member may be granted leave without pay provided they have exhausted their personal leave and the granting of such leave will not cause the Employer any business hardships.
- B) A Member on Leave Without Pay for any reason other than an approved Family/Medical Leave absence will reimburse the employer for the cost of insurance during the period of Leave Without Pay. See 11.1.
- C) Leave without pay in excess of twenty (20) workdays in any calendar year shall require the prior approval of the Manager.

6.11 – Cancellations of Authorized Leave Without Pay

The Police Chief may cancel authorized leave without pay in those instances that a Member was granted leave for a specific purpose and the Employer finds that the Member is using the leave for purposes other than those specified at the time of approval. Such cancellation shall be in writing and delivered to the Member or mailed to the Member's last known address.

6.12 – Effects of Leave Without Pay

- A) During any pay period that a Member is charged with leave without pay, that Member shall accrue personal leave on a prorated basis the same as a part time Member.
- B) The leave anniversary date and the merit anniversary date of a Member shall be set forward one (1) pay period for each leave of absence without pay covering a full pay period and for each accumulation of the equivalent of ten (10) work days of leave without pay in any calendar year.

6.13 – Jury Leave

- A) A Member who is called to serve as a juror is entitled to jury leave.
- B) A Member on authorized jury leave shall give the Employer all monies received from the court as compensation for services and the Member shall be paid their regular wage while on jury leave.
- C) Jury leave shall be supported by written documents such as the Court Clerk's Statement of Attendance.
- D) Schedule Adjustments for Jury Duty:
 - 1) A Member who is called to jury duty on an assigned workday during his or her assigned shift shall report to jury duty and return to work to complete his or her shift if released from jury duty prior to the end of his or her normal shift schedule.

2) A Member who is called to jury duty on an assigned work day, but outside of his or her regular shift times shall report to jury duty. The member shall be allowed a full eight hours of rest prior to reporting to duty. In this case, the member shall be paid his or her regular rate of pay from the beginning of his or her assigned shift until the eight hour rest period has concluded and the member reports to duty.

3) A member who is called to serve on a jury on an assigned work day, but outside his or her regular shift times shall report to jury duty. The member will be excused from work with pay for each full day of jury duty the employee serves provided the employee was otherwise scheduled to work. If a member completes his or her jury duty service prior to 1:00 p.m. on the last day of service, the member shall be allowed a full eight hours of rest prior to reporting to duty. In this case, the member shall be paid his or her regular rate pay from the beginning of his or her assigned shift until the eight hour rest period has concluded and the member reports to duty.

6.14 – Military Leave

See 11 PR 090 and 11 PR 095

6.15 – Emergency Services Leave

See 11 PR 100.

6.16 – Maximum Paid Military and Emergency Services Leave

See 11 PR 105.

6.17 – Terminal Leave

- A) The Employer shall pay a Member terminal leave equal to the number of personal leave hours accumulated times the Member's normal hourly rate of pay, not later than seven days after the date of separation when the Member has provided thirty (30) days advance notice of separation.
- B) If a separated Member is re-employed prior to the expiration of the number of working hours paid for as terminal leave, that Member shall refund an amount equal to the compensation covering the period between the date of re-employment and the expiration of said leave. The leave represented by such refund shall be re-credited to the Member.

6.18 – Immediate Family Defined

Immediate family as used within this Article means spouse, domestic partner, child, father, mother, sister, brother, father-in-law and mother-in-law, including half, step and foster relationships.

6.19 – 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)** The first four hours of accrued personal leave of all new bargaining unit Members shall be transferred to the Association Leave Bank.
- C)** Upon request from the Executive Director of the Public Safety Employees Association or designee, or a Juneau Police Department Employees Association representative, the Employer shall transfer from one (1) hour to eight (8) hours from each Member's personal leave account to the Association Leave Bank. Such deductions are not credited toward the minimum personal leave use required of each Member.
- D)** Transfers of leave into the Association Leave Bank may not occur more than once each 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 not returnable to the personal leave accounts, not transferable to successor bargaining agents, and has no cash value upon decertification.
- G)** Requests for absences from duty for business leave shall be made by the JPDEA President or designee and addressed to the Police Chief.
- H)** Requests for absences for Association business shall not be unreasonably denied.

6.20 – Personal Leave Cash-In

- A)** A Member may cash in personal leave in an amount not to exceed two hundred and forty (240) hours in a calendar year as long as the Member's personal leave balance after the cash-in is not less than one hundred sixty-eight (168) hours.
- B)** Administration:
 - 1) Application for personal leave cash-in shall be made in writing to the Payroll Supervisor.
 - 2) Leave cash-in requests must be for a minimum of 5 days.
 - 3) Leave cash-in will be included in the employee's regular payroll check.
 - 4) A request for leave cash-in must be received no later than the last Friday of the pay period if the leave cash in is to be included in the paycheck for that pay period.
 - 5) The equivalencies established in subsection (A) shall be proportionately reduced for an employee assigned to work less than a full time schedule.
 - 6) Personal leave cash-ins does not count toward minimum leave use requirements.
- C)** In the case of demonstrated hardship, the Police Chief may authorize the cash-in of personal leave in excess of this section, as long as the Member's personal leave balance after the cash-in is not less than one hundred sixty-eight (168) hours.

6.21 – Family/Medical Leave

The parties agree to abide by the requirements of federal and state law regarding Family/Medical Leave, the provisions of which are referenced in the CBJ Family/Medical Leave Policy appearing at Appendix A to the Personnel Rules.

6.22– Parent/Teacher Conference Leave

A parent or guardian of a student enrolled in a school or a licensed day care facility within the city and borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same Bargaining unit Member for conferences regarding the same child. A supervisor may grant parent/teacher conference leave only in advance upon presentation by the Bargaining unit Member of written verification of the date and time of the conference and a written finding by the supervisor that the leave can be accommodated without imposing added cost or inefficiencies in the work place. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

6.23 – Injury Leave

- A)** The Union and Employer jointly agree that the intent of this provision is to recognize the unique nature of police work and is meant to protect and support Public Safety employees in the event of a line-of-duty injury during a given year. It is further understood by both parties that all other work-related injuries, which qualify a Member for Worker's Compensation will not be covered under this provision and will be handled through the City's standard Workers' Compensation process.
- B)** Sworn Officers and Community Service Officers, or other Members when working in a mobile command center or assigned to ride along for training purposes in a police vehicle, may qualify for injury leave in the event of a serious injury received in the line-of-duty. Injury leave will be granted for up to twelve (12) consecutive months from the date of initial injury for a regular full-time department employee who has suffered a serious injury in the line-of-duty and which qualifies them for Workers' Compensation. For purposes of this provision "line-of-duty injury" means a duty-related injury that meets the requirements of the Alaska Workers' Compensation Act and is also:
- 1.) An injury received due to the actions of another person; or
 - 2.) An injury received while responding to or working at a reported emergency; or
 - 3.) An injury received while operating or riding in an emergency vehicle.

This section does not apply to psychological injuries.

- C)** Injury leave will not be available to a Member who has received a line-of-duty injury due to his or her own negligence.
- D)** All Workers' Compensation payments made to the Member must be turned in to the City within 2 business days of receipt.

- E) A Member on injury leave will be paid at his or her base rate of pay (range and step) in effect on the date of the qualifying injury. A Member will not be required to use personal leave while on injury leave, unless he or she would not be ready, willing and able to return to work (absent the injury). A Member will only accrue leave while he or she is in work status. The Employer will continue to provide health insurance premium contributions on behalf of the Member to the PSEA Health and Welfare Trust while the Member is on injury leave. Injury leave may be granted for a maximum period of 12 consecutive months. Family Medical leave entitlement shall run concurrently with Injury Leave.
- F) During periods of injury leave, Members may be assigned work at the discretion of the department unless such work assignments adversely affect the nature of the injury. If there is a disagreement between the City and the Member as to whether the Member is able to perform the work assigned, such disputes shall be submitted to and resolved by a health care professional selected by the Employer. The decision of this health care professional as to whether the Member is able to perform the work assigned will be determinative, so long as the decision is not arbitrary, capricious, or made in bad faith. If a Member disagrees with a determination of the health care professional that the Member is capable of performing the work assigned, the Member may elect to decline the assignment, which will terminate the Member's entitlement to paid injury leave under this provision. If the Member is unable to return to full duty within twelve months, or if the employee retires, effectively relocates from the community, takes other employment, or otherwise takes an action that would effectively remove the Member's ability to return to service, the Employer's obligation under this provision shall terminate.

6.24 Paid Reserve Officer

The provisions of Article 6 do not apply to Paid Reserve Officers

6.25 Shift Trades

Sworn Members shall be allowed to substitute scheduled work hours with other Sworn Members as business permits and subject to the approval of the Member's supervisor. The completion of shift trades is a matter solely between the two members. Management is not responsible for assuring that shift trades are completed. For the purposes of pay administration, hours worked are credited to the Member who was originally scheduled to work. This shall include any premium pays that would accrue to the member.

ARTICLE 7

RELIEF PERIODS AND LUNCH BREAKS

7.1 – Relief Periods

Members whose work schedule prohibits relief or refreshment during their shift shall be allowed one relief break not to exceed fifteen (15) minutes in duration without loss of pay during the first half of the shift and fifteen (15) minutes during the second half of the shift

and each half shift thereafter. When working other than the regular shift, relief breaks may be taken each two (2) hours without loss of pay.

7.2 – Lunch Break

- A)** All Members who are scheduled to work in the Communications Center for eight (8) hours or more but less than ten (10) hours, will receive a paid lunch break of at least thirty (30) minutes which will be paid at the straight time . The member will normally be required to remain on the premises and immediately available for service. If required to work during the thirty (30) minute lunch break, Members will be paid at one and one half times the regular rate of pay for the actual time worked. Whenever practicable, the lunch break provided herein will occur approximately midway through the shift.
- B)** All Members who are scheduled to work in the Communications Center ten (10) hours or more will receive a paid lunch break of at least forty-five (45) minutes in duration which will be paid at the straight time . The member will normally be required to remain on the premises and be immediately available for service. If required to work during the forty-five (45) minute lunch break, Members will be paid at one and one half times the regular rate of pay for the actual time worked. Whenever practicable, the lunch break provided herein will occur approximately midway through the shift.
- C)** Patrol officers and Community Service Officers will be allowed a thirty (30)-minute break approximately midway through each full shift of not less than eight hours. No additional compensation will be due if an officer is unable to take the lunch break.
- D)** All other Members will be allowed an unpaid lunch break of not less than thirty (30) minutes in duration approximately midway through each full shift of eight (8) hours or more.

7.3 – Break Regularity

The Employer will make reasonable efforts to arrange for a Member to take relief and/or lunch breaks unless demands of the Department require otherwise.

ARTICLE 8

PAY RATES AND PAY DATES

8.1 – Pay Schedule

- A)** The pay schedules listed below apply to all Members who are not attending the academy and will take effect the first day of the first full pay period beginning on or after the indicated date:

July 1, 2010

	RNG	A	B	C	D	E	F	J	K	L	M
CSO	450	23.19	24.01	24.85	25.71	26.60	27.54	28.64	29.79	30.98	32.23
Lead CSO	455	24.68	25.56	26.45	27.38	28.33	29.33	30.49	31.71	32.98	34.30
Officer											
Paid Reserve Officer	461	27.31	28.26	29.26	30.27	31.33	32.43	33.73	35.07	36.48	37.94
Sergeant	471	31.16	32.26	33.38	34.55	35.75	37.02	38.50	40.04	41.63	43.31
Investigations Support Specialist	531	19.97	20.67	21.39	22.14	22.91	23.71	24.65	25.65	26.67	27.74
Dispatcher	541	22.57	23.36	24.17	25.02	25.91	26.80	27.88	28.99	30.87	31.36
Lead Dispatcher	551	24.02	24.86	25.65	26.63	27.56	28.52	29.67	30.85	32.08	33.37
Admin Asst I	510	17.86	18.45	19.07	19.69	20.35	21.04	21.49	21.97	22.45	22.94
Evidence/Property Technician	511	19.07	19.69	20.35	21.04	21.73	22.45	22.94	23.44	23.96	24.49
Admin Asst II	512	20.35	21.04	21.73	22.45	23.18	23.96	24.49	25.02	25.58	26.13
Admin Asst III Evidence/Property Specialist	514	23.18	23.96	24.76	25.57	26.42	27.31	27.90	28.52	29.14	29.78

B) The rate of pay for Members while attending the Alaska Law Enforcement Training Course also known as the Basic Peace Officer Training Course will be 27.30 percent of the rate provided in part A of this section. The calculated result is the academy rate of pay.

8.2 – Pay Schedule Placement

See 10 PR 025 and 10 PR 030.

8.3 – Merit Step Progression

See 10 PR 080

8.4 – Overtime Defined

A) The overtime rate of pay is one and one half (1.5) times a Member's hourly rate of pay, which is listed in 8.1. No premium pay shall be paid on top of the overtime rate of one and one half times a Member's hourly rate of pay, which would result in pyramiding pay rates.

B) All unscheduled hours worked by Members shall be paid at the Member's overtime rate of pay. Unscheduled work hours means the Employer requires work of the Member with less than seven days (168 hours) advance notice.

C) All hours worked by non sworn Members in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay. For the purposes of this section, the actual hours worked but paid at the

overtime rate in 7.2 (A) and (B) and 8.16(E) shall count toward meeting the 40 hour FLSA threshold.

- D)** All hours worked by Sworn Members in excess of 80 hours in a 14 day FLSA period, excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay, subject to the conditions below.
 - 1. For the purposes of pay administration, all hours worked in excess of 40 hours in a 7 day work week excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay.
 - 2. When the Member is scheduled to attend or provide coverage for another Member to attend regularly-scheduled patrol team training (typically eight hour blocks), those hours will be paid at the straight time rate of pay unless additional hours exceed the 80-hour FLSA threshold.
- E)** Show up compensation and standby duty are not creditable as hours worked for purposes of determining overtime eligibility.
- F)** Overtime shall be paid in one-quarter (0.25) of an hour increments.
- G)** A Member who is required to work more than sixteen (16) hours in a twenty-four hour period will be compensated at double the Member's regular rate of pay.
- H)** Section 8.4 does not apply to Members attending the Police Academy for their initial officer training.

8.5 –Academy Provisions

- A)** Members attending the Basic Peace Officers Training Course are assigned to a 16-hour duty day for seven days per week.
- B)** All duty in excess of forty-three (43) hours per week will be paid at the academy overtime rate. The academy rate of pay is defined in 8.1(B) of this Article.
- C)** Police Officers entering the Police Academy for their initial Officer training shall be guaranteed the equivalent of their full base wage (80 hours x their regular rate of pay) for the pay period they enter the academy. Officers entering the academy shall be released from work without charge to their accrued personal or compensatory leave for the two days immediately prior to entering the academy.
- D)** Police Officers returning to regular service after completing the Police Academy shall be guaranteed the equivalent of their full base wage (80 hours x their regular rate of pay) for the pay period they return from the Academy. Officers returning from the academy shall be released from duty without charge to their accrued personal or compensatory leave for the two days immediately following their return from the Academy.
- E)** Police Officers entering or returning from the academy may be scheduled for shifts so that their regular days off (RDOs) fall immediately preceding their entry to the Academy or their return from the academy.

- F) Notwithstanding the provisions above, the Chief of Police may require a Police Officer to report to work immediately preceding his or her assignment to the academy or immediately following his or her return from the academy if the Officer's presence is required due to an emergency situation.

8.6 – Pay on Promotion

Upon promotion, Members will be placed at a step in the higher pay range that is not less than the rate provided by a two step advancement.

When a Member is promoted to Lead Dispatcher, Lead Community Service Officer, or Police Sergeant, and the Member has completed at least half of the service time required at his or her current step, he or she will be placed at a step in the higher pay range that is not less than the rate provided by a three step advancement.

8.7 – Demotion Pay

See 10 PR 050 and 10 PR 055.

8.8 – Standby Premium Pay

- A) When the Employer assigns a Member to standby duty, that Member shall be paid three dollars (\$3.00) for each hour of standby duty. If called back, the Member will be paid at the appropriate overtime rate and standby pay will cease.
- B) A Member is on standby if, during non-working hours, the Member is expected to monitor and respond to a pager or telephone for the purpose of receiving a call to return to duty and the Member is required to report for duty if called within one hour of the call.
- C) Standby duty is not credited to a Member for purposes of determining overtime eligibility.

8.9 – Call-Back Premium Pay

- A) When a Member is called back to duty more than two (2) hours prior to the beginning of the Member's next scheduled duty, the minimum call back shall be for two (2) hours at one and one half times the Member's regular rate of pay.
- B) When call back duty begins two hours or less prior to the Member's next scheduled duty, the Member will remain on duty and be paid at his or her overtime rate until the beginning of the scheduled duty.
- C) Call back premium pay is not credited to a Member for purposes of determining overtime eligibility.

8.10 – Court Premium Pay

A bargaining unit Member who is scheduled for a work related reason to appear in court or to testify in a court proceeding or administrative hearing during the Member's non-

regular duty hours shall be paid at one and one-half times the Member's regular rate of pay for all hours worked with a minimum payment of two (2) hours.

8.11 – Sixth and Seventh Day Premium Pay

- A) A Member who works five (5) consecutive days of not less than eight (8) hours each day will be paid one and one half (1 1/2) times the Member's regular rate of pay for all work on the sixth consecutive day of work.
- B) A Member who works six (6) consecutive days of not less than eight (8) hours each day will be paid one and one half (1 1/2) times the Member's regular rate of pay for all work on the seventh consecutive day of work.
- C) All work on the eighth consecutive day will be considered as day one (1) and will be paid at the regular rate unless otherwise provided for within this Agreement.
- D) Scheduled work on the sixth or seventh consecutive day will be for a minimum of two (2) hours duty and pay.
- E) This section does not apply to Members while they are attending the Basic Peace Officer Training Course.

8.12 – Field Training Officer and Communications Training Officer Differential Pays

- A) A Police Officer assigned the duties of a field training officer shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the officer's regular rate of pay for each hour of the assignment.
- B) A Public Safety Dispatcher assigned the duties of a communications training officer shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the dispatcher's regular rate of pay for each hour of the assignment.
- C) A Community Service Officer assigned the duties of a Community Service Training Officer shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Community Service Officer's rate of pay for each hour of the assignment.

8.13 – In Charge Differential Pay

- A) A Police Officer assigned to supervise a shift in the absence of a police sergeant and lieutenant shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Member's regular rate for each hour of the assignment.
- B) A Public Safety Dispatcher assigned a majority of the duties of the Lead Public Safety Dispatcher because the incumbent is on leave or the position is vacant shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Member's regular rate of pay for each hour of the assignment.
- C) A Community Service Officer assigned a majority of the duties of the Lead Community Service Officer because the incumbent is on leave or the position is vacant shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Member's regular rate of pay for each hour of the assignment.

- D)** Any other hourly member of the bargaining unit not covered in A – C of this article, who is temporarily assigned some of the duties of a higher level position because the incumbent of the higher level position is on leave or the position is vacant will be paid one dollar and fifty cents (\$1.50) for each hour of the assignment.

8.14 – Master Police Officer Differential Pay

A Member who qualifies as a Master Police Officer will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to his or her regular rate of pay.

8.15 – Specialty Assignment Differential Pay

- A)** An officer assigned to the SWAT will be compensated an additional one dollar and fifty cents (\$1.50) per hour for each hour of work performed on department approved SWAT duties or training.
- B)** An officer assigned to Explosive Ordinance duty shall be compensated an additional one dollar and fifty cents (\$1.50) per hour for each hour of work performed on department approved explosive ordinance duties or training.
- C)** A member assigned to the Crisis Negotiation Team shall be compensated an additional one dollar and fifty cents (\$1.50) per hour for each hour of work performed on department approved crisis negotiation duties or training.
- D)** A Member who works as a language interpreter shall be paid an additional one dollar and fifty cents (\$1.50) per hour for each hour worked as an interpreter. A Member shall be paid a minimum of one hour for each shift he or she works as an interpreter.

8.16 – Holiday Pay

- A)** Permanent, probationary and long term temporary Members are paid for each holiday in 20.3(H) provided the Member was on duty or paid leave the work day immediately preceding the holiday and the work day immediately following the holiday.
- B)** Holiday pay is equal to eight hours at the Member's base rate of pay. If the Member would have normally been scheduled for more than 8 hours, the Member shall use personal leave to make up the difference between the 8 hours of holiday pay and his or her regular work schedule.
- C)** Members who meet the eligibility requirement in subsection A and who have a regular work schedule of at least forty (40) hours per week and who are required to work on a holiday listed in 20.3(H) will receive eight (8) hours of personal leave credited to his or her leave account. That leave will be placed into the Member's Personal Leave Account during the pay period in which the holiday occurs.
- D)** If the holiday falls on a Member's regularly scheduled day off, the prior or following workday will be designated as his or her holiday for the purposes of time off.

- E) All regular hours worked on a holiday shall be paid at one and one-half (1 1/2) times the Member's regular rate of pay. These hours shall be creditable to the 40-hour per week FLSA threshold for determining overtime eligibility.
- F) A Member with a regular work schedule of less than forty (40) hours per week receives 0.2 of the regularly scheduled weekly hours as pay for each holiday.

8.17 – Payment of Overtime

- A) All authorized overtime that is due and payable to a Member shall be paid as wages or as compensatory time. The preferred manner of payment shall be as wages.
- B) When a Member requests to have overtime for work not on a holiday credited as compensatory time, the Police Chief or his designee will consider the Member's request. When it is found by the Police Chief that the crediting of compensatory time will not result in any increased personal service costs, a Member may be credited with compensatory time.
- C) A Member's credited compensatory time may not exceed one hundred (100) hours at the beginning of any pay period. If a Member's earned overtime posted as compensatory time at the conclusion of a pay period would cause the balance to exceed one hundred (100) hours, all hours in excess of one hundred (100) shall be paid.
- D) No compensatory time other than that earned during pay periods starting between November 21 and December 31 may remain credited to the account of a Member after December 31.
- E) The Employer shall pay a Member at the Member's regular rate of pay for all time that is deducted from a Member's compensatory time account.
- F) Compensatory time may be taken by giving prior notice to the Member's supervisor and when, at the supervisor's sole discretion, the absence will not be unduly disruptive to operations. Compensatory time may not be taken in the same pay period it is earned. In exigent circumstances, the Chief of Police or designee may allow a Member to take compensatory time in the pay period in which it is earned.

8.18 – Training Time

A Member shall be paid for training time that is scheduled and required by the Employer.

8.19 – Payday

- A) All Members shall be paid on the regularly established payday. The Employer shall distribute paychecks each payday. When payday is a holiday, pay shall be on the last working day prior to the holiday.
- B) If a Member's paycheck is not available on the designated payday, the Employer shall, at the request of the Member, issue an emergency check to meet the regular payday requirements.

8.20 – Examination of Pay Records

- A)** The authorized Association representatives have the right to examine all payroll records pertaining to Members. The Employer may require a prior appointment.
- B)** In those instances that a prior appointment is required, the Employer shall schedule the appointment for a time prior to close of business of the workday following the day of the request.

8.21 – Compensation for responding to telephone calls while off duty

- A)** When a Member receives a telephone call(s) during off-duty hours that is about any official matter, and the call(s) lasts longer than five (5) minutes, the Member will be compensated for one half (1/2) hour, or the actual time spent on the telephone call, whichever is greater.
- B)** Multiple calls during the same one-half hour period will be considered as one call. The Member may receive one-half (1/2) hour compensation for up to three separate and distinct phone calls during an off-duty period. In no case will a Member be entitled to more than 1.5 hours compensation in a single off-duty period for answering telephone calls, unless more time was actually spent on the phone about an official matter.
- C)** If the work period overtime threshold has not been met, the compensation for these telephone calls will be paid at the regular rate of pay. If the work period overtime threshold has been met, the compensation for these telephone calls will be paid at the overtime rate of pay.

8.22 Shift Differential

Members who are paid on an hourly basis, who regularly work 37.5 hours or more, and whose work schedule includes the hours between 4:00 p.m. and 8:00 a.m. are eligible for shift differentials.

- A)** Members shall be paid an additional one dollar and fifty cents (\$1.50) per hour for all hours worked between 4:01 p.m. and midnight.
- B)** Members shall be paid an additional two dollars and fifty cents (\$2.50) per hour all hours worked between 12:01 a.m. and 8:00 a.m.
- C)** When a member requests an alternate schedule for his or her convenience, and the Employer agrees to the shift change, shift differential premiums may be waived upon mutual agreement. Requests to waive shift differential under these provisions will be made to the member's supervisor. Such requests will be documented and approved in writing by the first level supervisor outside of the bargaining unit.

ARTICLE 9

UNIFORMS, PROPERTY, AND EQUIPMENT

9.1 – Providing Uniforms and Uniform Items

The Employer shall furnish any additional uniform items negotiated into this Article within 90 days of the signing of this agreement unless another date is herein specified. The Employer shall further furnish these items to new Members within 90 days of their date of appointment unless another date is herein specified.

9.2 – Uniforms and Uniform Items

A) The Employer shall provide the following uniform items:

ITEM	Police Officers	Comm. Center Employees	Community Service Officers	Paid Reserve Officer
Shirts, Long Sleeve***	3	3**	5	2
Shirts, Short Sleeve***	3	3**	5	2
Trousers***	3	3**	3	2
Tie	1	1**	1	1
Hat, Uniform	1		1	1
Utility Jacket	1		1	1
Rain Coat	1		1	1
Rain Pants	1		1	1
Coveralls	as needed		1	as needed
Sam Browne Belt	1			1
Belt, Uniform	1	1**	1	1
Gun Holster*	1*			1*
TASER Holster	1			1
OC Spray Holster	1		1	1
Magazine Holder*	1*			1*
Handcuffs	2			2
Cuff Case(s)	1			1
Cuff Keys	1			1
Baton with Holder	1			1
Badge, Breast	1			1
Badge, Flat (at 2 yrs service)	1			1
Badge, Hat	1			1
Document Holders	1		1	1
ID Card	1		1	1
Name Tag	2		2	2
Tie Bar or Tie Tack	1		1	1
Citation Holder	1		1	1
Handgun	1			1
Magazine	3			3
Soft Body Armor, Type III-A	1		1	1
Glove Pouch	1		1	1

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

**This provision shall apply should the department require Communication Center Employees to comply with uniform standards.

***As dry-clean-only uniforms are phased in, the number of shirts and pants that require dry cleaning will be increased to four (4) items per Member.

- B)** Items deemed damaged or worn out by the Member's supervisor shall be promptly replaced upon presentation by the Member of the equipment or clothing to Chief of Police or his or her designee.
- C)** Upon their initial assignment, officers in the Investigations Unit shall receive a one-time payment of five hundred dollars (\$500.00) to cover the cost of plainclothes purchases. The officers shall present receipts to support the clothing purchase.

9.3 – Cleaning Allowance

- A)** Members required to maintain a uniform are paid a cleaning allowance of fifty dollars (\$50.00) per pay period. The cleaning allowance will be included within the paycheck for the pay period. Paid Reserve Officers do not qualify for a cleaning allowance.
- B)** Paid Reserve Officers will be reimbursed for uniform dry cleaning charges up to fifty dollars (\$50.00) per pay period. To qualify for reimbursement, the Paid Reserve Officer must submit a receipt for uniform dry cleaning. The dry cleaning reimbursement will be included with the Paid Reserve Officer's paycheck following approval for payment.

9.4 – Personal Handgun

- A)** The Employer will provide sworn officers with a handgun, holster, magazine and magazine holder. When any sworn officer is issued a department-owned weapon and equipment, it shall be used exclusively while on duty. Handguns will be inspected by an armorer before re-issuance. A Member who opts to purchase their own approved primary weapon, will return their department issued service weapon. A secondary, personally owned, handgun may be carried on duty, in addition to the department issued handgun, if approved by the Chief of Police.

9.5 – Soft Body Armor

- A)** The Employer will provide each newly appointed sworn officer and C.S.O. with well-fitting ballistic-resistant armor (vest) that meets National Institute of Justice (N.I.J.) Type III-A Classification Standards. The Employer will replace the armor with N.I.J. Type III-A armor every five years, or by N.I.J. recommendations, whichever comes first. The Employer retains ownership of the armor.
- B)** No Member shall be required to perform work that requires soft body armor for safety purposes without having soft body armor that meets the conditions stated in A) above.

9.6 – Replacement and Cleaning of Non-Uniform Clothing

Nothing in this Article precludes the Employer from reimbursing a Member for cleaning costs or the replacement of non-department issued clothing soiled or damaged in the performance of assigned duties. Requests for reimbursement must be made within 30 days of the item being soiled or damaged.

9.7 – Wearing of Uniform

Uniform items provided by the Employer and items which identify the individual as a CBJ Employee shall be worn only with the permission of the Police 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.

9.8 – Employer’s Property

Tools, equipment and uniform items issued by the Employer remain the exclusive property of the Employer and shall be used only in the performance of assigned job duties. The Member shall reimburse the Employer at replacement value for any tools, equipment or uniform items not returned to the Employer. Replacement value shall be determined by the following schedule:

Uniform and Equipment Depreciation Schedule

ITEM	100%	50%	0%
Shirts, Long Sleeve	< 1 year	1-3 years	> 3 years
Shirts, Short Sleeve	< 1 year	1-3 years	> 3 years
Trousers	< 1 year	1-3 years	> 3 years
Tie	< 1 year	1-3 years	> 3 years
Hat, Uniform	< 2 years	2 – 5 years	> 5 years
Utility Jacket	< 2 years	2 – 5 years	> 5 years
Rain Coat	< 2 years	2 – 5 years	> 5 years
Rain Pants	< 2 years	2 – 5 years	> 5 years
Coveralls	< 2 years	2 – 5 years	> 5 years
Sam Browne Belt	< 3 years	3 – 7 years	> 7 years
Belt, Uniform	< 3 years	3 – 7 years	> 7 years
Gun Holster*	< 3 years	3 – 7 years	> 7 years
TASER Holster	< 3 years	3 – 7 years	> 7 years
OC Spray Holster	< 3 years	3 – 7 years	> 7 years
Magazine Holder*	< 3 years	3 – 7 years	> 7 years
Handcuffs	< 5 years	5 - 10 years	> 10 years
Cuff Case(s)	< 3 years	3 – 7 years	> 7 years
Cuff Keys	< 5 years	5 - 10 years	> 10 years
Baton with Holder	< 5 years	5 - 10 years	> 10 years
Badge, Breast	< 10 years	10 - 15 years	> 15 years
Badge, Flat (at 2 yrs service)	< 10 years	10 - 15 years	> 15 years
Badge, Hat	< 10 years	10 - 15 years	> 15 years
Document/ Citation Holders	< 5 years	5 - 10 years	> 10 years
ID Card	< 5 years	5 - 10 years	> 10 years
Name Tag	< 5 years	5 - 10 years	> 10 years

ITEM	100%	50%	0%
Tie Bar or Tie Tack	< 5 years	5 - 10 years	> 10 years
Handgun	< 10 years	10 - 15 years	> 15 years
Magazine	< 10 years	10 - 15 years	> 15 years
Soft Body Armor, Type III-A	< 2 years	2 – 5 years	> 5 years
Glove Pouch	< 2 years	2 – 5 years	> 5 years

9.9 – Member Purchased Items

The Chief of Police or designee will establish and maintain a list of approved additional or upgraded uniform items that Members may choose to purchase beyond what the Department issues. This list may include, but is not limited to, pants, shirts, coats, raincoats, rain pants, and hats for use while on duty. The Member will retain ownership of these items. Upon separation from the Department, the Member must return all department issued insignia to the Employer.

If a non-standard uniform or equipment item is not on the approved list it shall not be authorized for use.

9.10 Tasers

No Member shall be required to submit to electronic discharge from a TASER or similar device as a condition of being issued a TASER or similar device by the Employer.

ARTICLE 10

TRAINING AND ADVANCED EDUCATION

10.1 – Employer Assigns Training

The Employer shall determine when training is necessary and will make reasonable efforts to distribute training equitably among Members. The Employer will make reasonable efforts to avoid scheduling a Member for training which conflicts with the Member's scheduled and authorized personal leave.

10.2 – Training Expenses Paid by Employer

The Employer shall pay for registration, tuition, textbooks and other course fees and materials incurred when a Member attends approved training. The textbooks and materials remain the property of the Employer, unless otherwise authorized by the Chief.

10.3 – Specialized Duty and Unit Assignment Training

A Specialized Duty assignment is one requiring the Member to perform instruction functions, such as Instructor Development, including but not limited to: Less Lethal Training, Arrest Control Tactics, Field Training and Communications Training Officers, Firearms Instructor Training, TASER, and Verbal Judo.

A Specialized Unit assignment is designated as either full-time or collateral. "Full-time" means assignments to units such as Metro, Investigations, or SRO. "Collateral" assignments include, but are not limited to, crisis negotiations, bomb squad, SWAT, Accident Reconstruction.

When a Member volunteers to participate in a Specialized Unit or Duty assignment, the Member will maintain involvement in that assignment for a minimum of three (3) years. After each recertification, the Member will maintain involvement in that assignment for a minimum of one (1) year after the recertification training.

Nothing in this section precludes management from assigning Members to specialized assignments. Management may remove member's from participation in specialized assignments at any time. A member may request removal from special duty or unit assignment after meeting the three-year minimum commitment; the request for removal must be in writing. After such request, the removal must occur within one year, unless the removal would create an articulable burden to Department operations. If removal is delayed longer than one year, the hardship causing the delay must be explained to the member in writing.

10.4 – Repayment to Employer

Expenses incurred for member requested training and related travel under this Article shall be repaid to the Employer if the Member withdraws from a Specialized Duty or Unit assignment or separates from employment as a result of his or her own action in less than three years from the completion of the initial training or certification. In cases of extraordinary mitigating factors, the Chief may forgive some or all of the reimbursement. The following schedule shall apply:

- A)** For training costs which exceed \$1,500, repayment shall be made on the following schedule:
 - 1)** 100 percent if separation or withdrawal from the assignment occurs before fifty-two (52) weeks from completion of the initial training or certification;
 - 2)** 50 percent if separation or withdrawal from the assignment occurs after fifty-two (52) weeks, but before one hundred four (104) weeks from completion of the initial training or certification;
 - 3)** 25 percent if separation or withdrawal from the assignment occurs after one hundred four (104) weeks, but before one hundred fifty-six (156) weeks from completion of the initial training or certification.
- B)** Prior to attending training requiring repayment, the Member must be provided with and sign a Reimbursement Agreement with the Employer outlining the costs of the training and the repayment responsibilities and schedule herein. Failure to obtain such an Agreement prior to attending the specialized training shall preclude the Employer from seeking reimbursement if the Member does not subsequently complete the training, special assignment or duty.
- C)** This Section does not apply:
 - 1)** to Members who did not volunteer for the assignment(s) described in this Article;

- 2) to Members who were involuntarily removed from the special assignment or duty by the Employer;
- 3) to Members who separated from employment through retirement or due to injury or illness; or
- 4) to subsequent training required for recertification.

10.5 – Employee Requested Training

This section applies when a Member requests funding to attend a course, seminar, workshop, correspondence course or other type of training that is not required by the Employer. Costs paid by the Employer may include registration, tuition or other course fees. The Member will pay for textbooks and other materials that remain the property of the Member. In order for the Employer to pay for the training, the Member must make written application and enter into a repayment agreement.

A) Written Application for Training.

- 1) To request training, a Member must submit a written application to the Member's supervisor. The Member must provide all information requested by the supervisor, but at minimum must submit:
 - a) a description of the training with an explanation of how the training will benefit the Member in his or her current position;
 - b) an estimate of the total cost for the training and the amount proposed for payment by the Employer; and obtain
 - c) the written concurrence of the Chief; and
 - d) the written authorization of the City Manager.

B) Member Agreement to Reimburse Employer.

Once preliminary permission is given in writing, the Member and the Chief must execute a written agreement on payment for the training prior to the beginning of the training and before the Employer will make any payment towards the training. Such agreement shall require that the Member repay the Employer for training costs and amounts advanced if:

- 1) the Member does not successfully complete the course with a grade of "C" or better, if the course is graded in the A – F System; and
- 2) the Member separates from employment as a result of the Member's own actions within three years from the completion of the training; however, repayment does not apply if the Member separated from employment through the retirement process or due to injury or illness.

10.6 – Collection of Payment

It is further agreed that the Employer shall have the right to deduct from the Member's final paycheck any monies owing in accordance with the above schedule or to recover such monies by other legal means.

10.7 – Educational Incentive Bonus

- A)** A Member who has met the following conditions after July 2, 2001 shall be paid the listed bonus if he or she:
- 1)** receives an Associate Degree OR receives an APSC Intermediate Certificate and completes a minimum of 30 semester college credit hours or 45 quarter college credit hours: \$1,200.00;
 - 2)** receives a Bachelor's Degree OR receives an APSC Advanced Certificate and completes a minimum of 60 semester college credit hours or 90 quarter college credit hours: \$2,400.00;
 - 3)** receives a Master's Degree: \$3,600.
- B)** The degree or college credits must be obtained from a regionally accredited college or university, such as the National Association of Post-Secondary Education.
- C)** The Educational Incentive Bonus shall be paid as a lump sum, less appropriate deductions, within one (1) month of the Employer's receipt of confirming documents, e.g., a certified copy of the diploma and transcripts.
- D)** Each of the bonus payments listed in A (1-3) may be paid only once. However, nothing prevents a Member from achieving more than one of the bonus payments if additional education and/or training is obtained.
- E)** A collegiate degree or APSC certificate received prior to the individual's employment with JPD will not qualify for the bonus payment listed in this section.

10.8 – Training for Paid Reserve Officers

The provisions of Article 10 do not apply to Paid Reserve Officers except as provided in this section. Paid Reserve Officers are required to maintain their training and certifications at a level that minimally qualifies them to hold a position as a Paid Reserve Officer. The Employer will cover the course costs and compensate Paid Reserve Officers to attend the following training: annual firearms, CPR/first aid, less lethal, defensive tactics, hazardous materials, biohazards, incident command system and training that is required to maintain APSC certification or is required by the Employer. Paid Reserve Officers are entitled to attend JPD sponsored training courses at no charge. Paid Reserve Officers shall not be compensated by JPD for attending discretionary training.

ARTICLE 11

HEALTH INSURANCE AND EMPLOYEE WELLNESS

11.1 – Plan of Benefits

- A)** Health insurance, including COBRA health benefits, is provided to eligible Members and their dependents represented by the Public Safety Employees Association by the PSEA Health and Welfare Trust, hereinafter referred to as the Trust. The Trust is solely managed by the Association. If, for any reason, there occurs an interruption of any kind in the service provided to JPDEA Members, PSEA and the Trust shall notify the CBJ Human Resources Director in writing of said break in service within forty-eight (48) hours of learning of it.
- B)** The City and Borough of Juneau is not the Health Benefit Plan Administrator and thus has no related duty to Members, including but not limited to providing health insurance benefits, paying claims, providing COBRA notice, or providing COBRA health benefits.
- C)** The PSEA Health and Welfare Trust Plan of Benefits shall be the same as provided to those PSEA Members in the Regularly Commissioned Public Safety Officers Bargaining Unit with the State of Alaska with the following exceptions:
- 1)** JPDEA Members will not be permitted to opt out of the PSEA Health and Welfare Trust;
 - 2)** When a Member leaves employment for any reason, the CBJ's obligation to pay for health insurance coverage ends at midnight on the day after the last day of employment. The CBJ shall deduct a pro-rated portion of the Employer's contribution, barring exigent circumstances, from the Member's final paycheck;
 - 3)** Eligibility rules shall be consistent with those prescribed by the Trust as recited within the Summary Plan Description and other relevant documents.
- D)** PSEA and the PSEA Health and Welfare Trust agree and undertake to assure that the insurance plan or health and welfare plan implemented under this agreement is in compliance with all applicable federal and state laws and regulations.

11.2 – Continuation of Health Insurance

- A)** The Employer will pay its contribution towards health insurance for a Member covered by health insurance who is absent from work because of an on-the-job incident covered by Worker's Compensation under the following circumstances:
- 1)** If the Member is a Police Officer, Sergeant, Community Service Officer or Public Safety Dispatcher who has received a "line of duty" physical injury pursuant to 6.26(e), the Employer will pay its contribution for up to 52 weeks following the date of the incident.
 - 2)** For all other Members and for Police Officers, Sergeants, Community Service Officers and Public Safety Dispatchers who are on Leave Without Pay for reasons not covered by Subsection 1, when an Employee is on Leave Without

Pay pursuant to the CBJ Family/Medical Leave Policy, the provisions of the CBJ Family/Medical Leave Policy apply.

- B) When a Member is on Leave Without Pay for a reason not related to Family/Medical Leave, the Member shall reimburse the Employer through a payroll deduction for the cost of health insurance coverage for the period of Leave Without Pay.
- C) This Article supersedes Personnel Rule 17 PR 015 (a) and (d).

11.3 – Employer and Employee Contributions

- A) Beginning July 5, 2010, the CBJ will contribute \$1265.00 per eligible, verified covered JPDEA Member per month to the PSEA Health and Welfare Trust.
- B) The difference between the CBJ monthly contribution and the total monthly premium shall be satisfied by deducting the amount from each Employee's pay each month (actual withholdings will be apportioned on a bi-weekly payroll cycle) to complete the premium contribution.
- C) Premium contributions deducted from Member's pay will be processed as pre-tax deductions.
- D) The employer will contribute a pro-rated portion of the employer's contribution toward the cost of the health plan for part-time employees covered by the health plan. "Part-time" is defined as working less than 37.5 hours per week. The employer's contribution shall be prorated on an hour for hour basis up to 37.5 hours.

11.4 – Exchange of Information Between Employer and Association

- A) The CBJ will provide to the PSEA Health and Welfare Trust a list of all covered Members by the 25th of the month prior to the month that health care insurance begins. The CBJ will provide the PSEA Trust notice of new and separating Members (e.g., additions and deletions to the list of Member names) within 24 hours of the effective date of the employment action to enable the Trust to effect the change in health care coverage.
- B) The Trust Administrator will provide an invoice to the CBJ by the 20th day of the coverage month and a list of the covered Members will be included with the invoice.
- C) The CBJ will remit payment on the invoice by the 15th day of the month following the month of coverage.
- D) The parties acknowledge that discrepancies between Member eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as may be necessary. Requests for payment or reimbursement shall be made in writing by the party demanding such.
- E) The PSEA Health and Welfare Trust shall maintain a separate accounting of the funds paid to the Trust for JPDEA Members and their beneficiaries from those paid

for any non-City and Borough of Juneau Employees who may participate in the Trust.

- F)** The PSEA and the PSEA Health and Welfare Trust agree to provide the CBJ with a summary prepared by the Trust Consultant detailing the financial status of the Trust reserves once per fiscal year (July 1 - June 30). The CBJ, at its own expense, may perform a review and analysis of the Trust if Trust Reserves fall below three (3) months of premium contributions for the previous plan year, as reported by the Trust Consultant. The CBJ will give advance written notice of such intent to conduct review and analysis, and a designated Trustee will participate in such a review.

11.5 – Trust Indemnifies Employer

- A)** Should a JPDEA Member be elected to a position as a Health and Welfare Trustee the Member will be allowed Association Leave to attend Trust related meetings upon proper notice to his or her command officer. Such leave shall be funded from the JPDEA's Association Leave Bank and shall be approved or disapproved on the same basis as Association Leave.
- B)** PSEA and the PSEA Health and Welfare Trust hereby jointly and severally agree to indemnify, defend, and hold harmless the CBJ, its agents, officers and Employees, from any and all claims and actions of whatever nature or consequence arising in any manner out of this Agreement or acts or omissions made pursuant to it. This includes, but is not limited to, any action arising out of:
- the exemption of JPDEA Members from the CBJ's health benefit insurance plan;
 - claims for, payments of, or failure to pay, benefits by CBJ or the PSEA Health Trust;
 - any other claims arising out of the transfer of management responsibilities, funds or assets;
 - the administration of the Trust and the plan or plans of benefits; or
 - the exemption of the represented Members from the CBJ's group health plan, including any claims arising from non-coverage of Members or former Members and/or spouses or dependents.

The Trust reserves the right and obligation to pursue collection of delinquent premium contributions.

- C)** No dispute in any way relating to this agreement or relating to health benefits or claims shall be subject to the grievance-arbitration procedure in the Collective Bargaining Agreement except an allegation that the CBJ failed to make the agreed upon contributions. This provision applies to any changes in coverage the PSEA Health and Welfare Trust adopts, which shall be at the sole discretion of the Trustees.
- D)** In the event of either default or dissolution of the PSEA Health and Welfare Trust, any and all remaining monies and assets held by the Trust for the benefit of JPDEA Members shall be transferred to a successor organization approved under 2 AAC 39.900. If there is no successor organization, such funds shall be transferred to a health benefit plan, as designated by the City and Borough of Juneau, for the sole and exclusive purpose of providing benefits to the Members covered by the collective

bargaining agreement in force between PSEA and the City and Borough of Juneau. In no event shall any of the remaining monies or assets be paid to or be recoverable by PSEA. If, as a result of the default or dissolution of the Trust and/or the failure of the PSEA to meet its obligations to indemnify the CBJ under this agreement, and as a result of the default or failure, the CBJ incurs expenses related to the provision of health coverage to PSEA Members and their qualified spouses and dependent children, the parties agree to immediately meet to negotiate an alternative health insurance plan. Exercise of this option does not constitute a waiver of the right to take any other action to obtain redress for such termination, default or failure.

11.6 – Cost Containment

The parties agree and affirm that they will work with each other to effectively contain health insurance costs through encouraging proper utilization of the program and continued support of the Wellness Program.

11.7 – Wellness Program Funding

In addition to the contribution listed in 11.3, the Employer shall pay the full cost of the Employee Wellness Program.

11.8 – Paid Reserve Officers

The provisions of Article 11 do not apply to Paid Reserve Officers.

ARTICLE 12

TRAVEL

12.1 – Travel Reimbursement

Except as otherwise modified by this agreement, a Member required to travel out of the CBJ for business purposes will be reimbursed in accordance with the CBJ Travel Policy in effect on November 1, 2006, as recited in appendices of the Personnel Rules in effect on November 21, 2006. The Police Chief may authorize a travel advance not to exceed the total estimated travel reimbursement.

12.2 – Travel

- A)** A Member who travels on Employer business shall be compensated for all time spent in travel status that would otherwise be the Member's regularly scheduled hours of work. If the Member travels on his or her regularly scheduled day off, and that travel is within the time period of the Member's regular duty hours, the Member shall be compensated for those hours at the appropriate rate of pay. Where practical, considering available travel times and transportation costs, the Employer will endeavor to take into account the member's preferred travel schedule and to schedule the Member to travel during his or her regular duty time.
- 1)** "Travel Status" begins at the time the Member is required by the carrier to be present at the place of departure (i.e., airport, ferry terminal). If

personal travel precedes travel for work purposes, travel status begins when the Member arrives at his or her destination, or at the training facility if reporting there prior to checking into his or her lodging. If personal leave follows the Member's work assignment, travel status ends from the hour the business or training concludes.

- 2)** "Destination" is the location where the Member is lodged while in travel status.
- B)** A Member in travel status shall receive a meal allowance in accordance with the CBJ Travel policy in effect upon the signing of this agreement. A Member who travels during part of any day shall receive the meal payment that falls within the time-frame of travel.
- C)** The Employer shall make reasonable efforts within the policy guidelines, to provide a cash advance to cover a Member's costs of travel on Employer business at least one business day before departure. A Member shall be allowed to take work time to deposit the advance in his or her personal bank account if the advance is received less than two business days before departure.
- D)** When a Member travels for training, and the costs are covered by a third party organization which will not reimburse the CBJ directly, the following rules shall apply.

 - 1)** The Member is subject to the terms and conditions of the third party organization as it relates to travel reimbursement and per diem.
 - 2)** If the Member is required by the third party to pay for transportation and/or course fees out of pocket prior to travel and/or training, the CBJ will provide a travel advance to the Member for the cost of the transportation and/or course fees. The Member will be required to submit a repayment agreement for the full cost of the travel advance. The Member must reimburse the CBJ the full amount of the travel advance within 2 business days of receiving the reimbursement from the third party. If the Member does not seek to reimburse the CBJ within 90 days from the date the Member returns from travel, the CBJ will deduct the full amount of the travel advance from the Member's paycheck unless the Member can provide documented proof that he or she has not yet been reimbursed by the third party organization.
 - 3)** When a Member combines personal travel with business travel, the CBJ will not provide a travel advance.
 - 4)** If the Employer directs the Member to attend training that is sponsored by a third party organization, the Employer will provide a travel advance to the Member in accordance with the guidelines established in 12.1.

ARTICLE 13

RETIREMENT

The Employer will not seek to modify the existing Public Employees Retirement System Participation Agreement between the City and Borough of Juneau and the State of Alaska in any manner which removes Members represented by PSEA from retirement coverage under the Public Employees Retirement System.

ARTICLE 14

SAFETY

14.1 – Mutual Concern

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

14.2 – Safety Committee

There is established a Safety Committee composed of two representatives of the bargaining unit and two representatives of the Employer. The Committee shall review all minutes of safety meetings conducted under this Article and monitor progress on abatement of safety concerns. This Committee shall submit reports to the Police Chief on the status of safety issues.

14.3 – Safety Meetings

The Employer shall schedule safety meetings at least semi-annually. Members shall not suffer a loss in pay or working hours for attending safety meetings. The Association Representative shall be given the opportunity to participate in safety meetings at his or her request.

14.4 – Equipment and Work Areas

Safety and equipment standards shall be in conformance with applicable state and federal laws and regulations, City and Borough of Juneau regulations and this Agreement.

14.5 – Instructions for On-The-Job Injury

Each Member shall receive instructions at least annually on the procedures to be followed in the event of an on-the-job injury.

14.6 – Procedures for On-The-Job Injury

A) Medical attention shall be afforded an injured Member at the earliest possible moment. The Employer may require a Member to accept medical attention.

- B) The Employer shall provide for all emergency transportation necessary to transport a Member injured on the job to the nearest medical facility.
- C) A Member injured while on duty shall make a detailed written report of the circumstances surrounding the accident including recommendations on how the accident could have been prevented as soon as he or she is physically able to do so.
- D) Injured Members shall be required to return to work as soon as they are able to perform their regular duties or other duties as the Employer may assign. The Member may be required to present a written release from a physician prior to returning to work.
- E) All claims regarding personal injury shall be handled by the Employer. Nothing in this Article will preclude a Member from pursuing other appropriate action as provided in this Agreement.

14.7 – Correcting Unsafe Conditions

- A) All unsafe equipment or tools (which the Member cannot correct) shall be immediately reported by the Member to the immediate supervisor.
- B) When the supervisor confirms the existence of unsafe equipment or tools that cannot be immediately corrected or replaced, the supervisor shall reassign the Member to duties which do not require the use of the unsafe equipment or tools.
- C) The supervisor shall immediately inform the Police Chief in the event of a disagreement about the existence of unsafe equipment or tools.
- D) The decision of the Police Chief shall be the final determination on any disagreement as to the existence of unsafe equipment or tools.
- E) The Employer may require Members to submit written reports on unsafe equipment or tools that affect their assigned duties.
- F) The allegation of unsafe equipment or tools shall not be a pretext to avoid assigned duties.

ARTICLE 15

EMPLOYEE RECORDS

15.1 – Location

Personnel records shall not be removed from the Human Resources Office and all records must be reviewed in the presence of Human Resources office staff.

15.2 – Access

Any information contained within a Member's personnel file shall be held confidential. Access to the file by any person outside the Human Resources Office shall require a record of that access and will be limited to persons who clearly have a need to know the

information to perform their official duties with the City/Borough. Access to the file by anyone outside of the City/Borough shall be in accordance with applicable state and federal laws, or as ordered by a court of competent jurisdiction.

15.3 – Employee Access

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

15.4 – Association Access

In the performance of its role as exclusive representative, the Association and its representatives shall have access to Members' Personnel files.

15.5 – Employee Notice

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

15.6 – Records Maintenance

Upon written request to the Chief of Police or his or her designee, Letters of Reprimand may be purged from the Member's file 2 years after the date of the discipline provided no further instances of similar misconduct occur. Should the request to purge the letter be denied, the Chief of Police or designee shall provide an explanation in writing. Lesser instances of written discipline shall be purged one year after issuance or at the Member's next evaluation, whichever occurs first.

ARTICLE 16

GRIEVANCE PROCEDURE

16.1 – Exclusive Remedy

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

16.2 – 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 in order to appeal a disciplinary action or separation.

- C) A letter of reprimand given to a Member is not subject to the grievance procedures under this Article. However, a Member may submit a rebuttal memorandum to a letter of reprimand, which shall be attached to it when it is placed in the Member's personnel file.

16.3 – General Procedures

- A) All grievances shall contain the following information:
- 1) the name and job classification of the grievant or grievants;
 - 2) the date of the alleged action or omission which lead to the grievance;
 - 3) a concise statement of the facts and arguments supporting the grievance;
 - 4) a list of those articles and sections of the collective bargaining agreement which are alleged to have been violated; and
 - 5) the remedy sought.
- B) Should the Employer not comply with the time limits specified in this Article, the Association may immediately refer the grievance to the next higher step. Failure of the Association to comply with the time limits will result in the waiver of this grievance.
- C) Grievances filed by the Employer shall be filed with the Business Manager.
- D) "Days", as used within this Article, is defined as calendar days.
- E) The time limits herein stated may be extended by written mutual agreement of the parties.
- F) "Class action grievance" shall be defined as a grievance affecting more than one Association Member. Class action grievances shall be filed at Step 2.
- G) Grievances involving a suspension, demotion or dismissal shall be filed at Step 2.

16.4 – Grievance Procedural 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 submitting the grievance in writing to the grievant's first level of supervision outside the bargaining unit within twenty-one (21) days of the disputed action or inaction, or the date the member knew or should have known of the action or inaction, which ever is later.
- 2) The supervisor shall discuss the grievance with the grievant and his or her Association Representative and provide a written response within fourteen (14) days.

B) Step 2

- 1) If resolution is not reached at Step 1, the grievance may be submitted to the Chief of Police within fourteen (14) days of the supervisor's response or the date the response was due, whichever is earlier.
- 2) Within fourteen (14) days the Chief shall meet with the grievant and his or her Association Representative to discuss the grievance and shall provide a written response within fourteen (14) days of the meeting.

C) Step 3

- 1) If resolution is not reached at Step 2 the grievance may be submitted to the City Manager within fourteen (14) days of the Chief's response, or the date the response was due, whichever is earlier.
- 2) Within fourteen (14) days the City Manager shall provide a written response.

D) Step 4

- 1) If resolution is not reached at Step 3, the grievance may be submitted to arbitration in the following manner: Within twenty-one (21) days of the Association's receipt of the City Manager's response at Step 3 or the date the response was due, whichever is earlier, the Association shall deliver to the City Manager a written demand for arbitration. Within seven (7) days, the Association and the Human Resources Director shall meet in an effort to select an arbitrator. If an arbitrator has not been agreed upon within seven (7) days thereafter, the parties shall jointly contact the United States Federal Mediation and Conciliation Services (USFMCS) or the American Arbitration Association (AAA) to request the names of 11 qualified arbitrators. 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 then proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator.
- 2) The arbitration shall commence at a location within the City and Borough of Juneau at a time selected by the arbitrator and agreed upon by the parties.
- 3) The arbitrator will hear only matters regarding the application of a specific article of this Agreement or a claim that an article or articles have been violated. The arbitrator shall have the power to return a grievant to Employee status with or without restoration of back pay or mitigate the penalty as equity suggests under the facts. The arbitrator shall have no authority to rule contrary to, expand upon, or eliminate any of the terms of this Agreement nor to award damages which are punitive in nature. 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 30 days of the hearing. The decision of the arbitrator shall be final and binding upon the parties.
- 4) Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his or her fees and expenses to the losing party (i.e.: either

to the Association or to the Employer), and if there is no losing party, the fees and expenses shall be borne equally between the parties.

16.5 – Elevated Grievance Filing

With the written mutual consent of the parties, 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.

ARTICLE 17

EMPLOYEE RIGHTS AND RESPONSIBILITIES

17.1 – Internal Affairs Investigation Policy

- A)** The Internal Affairs Investigation policy is the procedure used by the department to investigate complaints about Employees and is part of the JPD Regulations and Operations Manual. The Police Chief will give serious consideration to recommendations, comments and suggestions by the Association concerning modifications to the Internal Affairs Investigation policy.
- B)** The department will make every effort to complete Internal Affairs Investigations within 90 days of the date of case initiation. Should an Internal Affairs Investigation take longer than 90 days, the Employee under investigation shall be notified in writing of the reasons for the delay and provided with an estimated time of completion.
- C)** This Article does not compromise or in any way inhibit the Police Chief's authority to add to, delete from or otherwise amend the JPD Regulations and Operations Manual.
- D)** The following rights shall be preserved in the Internal Affairs Investigation policy:
 - 1)** Employees are entitled to a prompt notice of investigations into complaints concerning them. The notice shall contain a synopsis of the complaint; which shall identify the complainant unless there is reasonable cause not to, and department employees who are involved in conducting the investigation. The notice shall provide sufficient detail for the employee to understand the focus of the investigation.
 - 2)** If, during the course of the investigation, additional areas of potential misconduct arise that expand the scope of the initial investigation, the employee shall be notified in writing of the new or revised allegations. The Chief, at his or her discretion, may include the additional allegations in the current IA investigation, or open a new IA investigation. If the Association is involved in representing the Member under investigation, the Chief or designee will notify the Association of the expanded scope of allegations.

- 3) Members are entitled to be represented by the Association at interviews and pre-disciplinary conferences. Except in exigent circumstances, the Member will have up to three (3) days to arrange Association representation.
- 4) Questions asked during the interview of the Member subject to the IA shall be confined to those matters related to the notice provided by the investigating officer.
- 5) Interviews with Members during the course of an Internal Affairs Investigation shall be recorded. An Association representative may ask questions of the subject Member at the conclusion of the interview.
- 6) Members are entitled to receive copies of recordings of interviews and investigation reports in a timely manner prior to the pre-disciplinary conference.
- 7) Internal Affairs Investigation files are confidential records maintained by the Chief of Police.
- 8) Members are presumed innocent of misconduct allegations until evidence establishes proof of guilt.
- 9) No materials or reports involving an allegation shall be entered into a Member's CBJ Personnel file when the investigation has exonerated the Member or the allegations have been determined to be unfounded or not sustained.
- 10) The Member and/or the Association (with the Member's written approval) may review a completed Internal Affairs Investigation file by submitting a written request to the Chief of Police.
- 11) Should the investigation result in a recommendation of discipline, the Member and/or the Association (with the Member's written approval) shall be provided with the entire contents of the completed Internal Affairs Investigation file prior to a pre-disciplinary conference or final disposition interview with the Chief of Police or his or her designee;
- 12) Disciplinary action shall be taken for cause, except in the case of the dismissal of a probationary Employee.
- 13) This section is not intended to remove any rights guaranteed by law.

17.2 – Non Uniformed Dress

Members not required to wear a uniform must wear clothing that is clean, neat, in good repair, and presents a business-like appearance. The Chief or designee retains the right to provide further policy detail regarding the interpretation of this provision; however, the Chief or designee will not change the current Dress Policy without an opportunity to meet and confer with the union about the changes.

17.3 – Employee Discipline

See 13 PR 007.

17.4 – Political Activity

See 16 PR 005.

17.5 – Employment Advantage

See 16 PR 010.

17.6 – Political Contributions

See 16 PR 015.

17.7 – Political Endorsements

See 16 PR 020.

17.8 – Nomination and Candidacy

See 16 PR 025.

17.9 – Other Employment

See 16 PR 030.

17.10 – Fair Opportunity

See 16 PR 045.

17.11 – Probation

See 6 PR.

For the purposes of 6 PR 010 Duration, the parties recognize that Public Safety Dispatchers shall serve a one year probationary period.

17.12 – Employee Evaluation

A) Basis

See 8 PR 005.

B) Frequency & Standards

See 8 PR 010.

C) Discussion

See 8 PR 015.

D) Rebuttal

See 8 PR 020.

E) Employee Denied Merit Increase

See 10 PR 085.

F) Anniversary Date When Merit Increase Denied

See 10 PR 085

- G)** A Member may challenge an evaluation by filing a rebuttal. A rebuttal may be filed within 20 days of the date of the evaluation is finalized. An evaluation is finalized when the Chief of Police signs the evaluation, and the Member receives his or her copy. The Human Resources Director may, at his or her discretion, extend the time frames for the rebuttal. The rebuttal shall be attached to the evaluation as a permanent part of the employee's record.

17.13 – Medical Examination

No Member shall be required to submit to any medical or psychological examination unless the Employer has notified the Member that there is sufficient cause to support such an examination.

17.14 – Layoff/Recall

A) General Provisions

- 1) The Chief of Police, upon approval of the City Manager or his or her designee, may lay off a permanent or probationary 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 of the employee.
- 2) No permanent or probationary employee shall be laid off while there are emergency or temporary employees serving in the same classification.
- 3) Probationary employees will be laid off prior to permanent employees. An employee who is probationary as the result of a promotion or change in occupation and who held permanent status in the previous classification retains rights as a permanent employee in the previous classification when there has been no break in service.
- 4) No Member shall be laid off because a non Member wishes to return to a bargaining unit position.

B) Order of Layoff

Order of layoff is by job classification. Once the Employer identifies the position it intends to vacate through layoff, the following procedure shall apply:

- 1) The Member with the least bargaining unit seniority in the job classification to be vacated shall be identified. If there is a lower job classification in the series, the Member may choose to displace a Member in the lower job

classification, provided that the Member in the higher job classification has more seniority than the Member in the next lower classification.

- 2) If the Member with the least bargaining unit seniority in the job classification to be vacated is probationary in that job classification, he or she may choose to displace an employee in the job classification in which he or she formerly held permanent status, provided that the probationary Member has more bargaining unit seniority than the Member who would otherwise be displaced, and provided that the position where the Member formerly held permanent status is in the bargaining unit.
- 3) The Member shall have five (5) working days from the date he or she receives the lay-of notice and a lay-off list of all positions in the classification seniority group in which to exercise an election. Each Member displaced by this procedure shall, in turn, have the right to use this procedure.
- 4) Job Classification series is defined as follows:
 - a) Sergeant
Police Officer
 - b) Lead Dispatcher
Dispatcher
 - c) Lead Community Service Officer
Community Service Officer
- 5) If a part-time position is eliminated, the member occupying the part-time position shall be given the opportunity to bump into a full time position provided that the employee occupying the part-time position has greater bargaining unit seniority than the member occupying the full time position.
- 6) Job classifications that exist in multiple departments shall be subject to the reduction in force language contained in the CBJ Personnel Rules.

C) Methodology

The following procedures shall govern the process of selecting Members for layoff:

- 1) Lay-offs shall be made in inverse order of bargaining unit seniority within the affected classification, except as provided in 17.6(C)(4).
- 2) Bargaining unit seniority is determined by the provisions of Article 18.1
- 3) If two or more Members have identical bargaining unit seniority, the order of layoff shall be determined by the following:
 - a) The employee who has the most seniority in the classification.
 - b) The employee who has the most favorable overall performance rating score as determined by 14 PR 025 (d).

- c) A veteran shall be given preference over a non veteran. Veteran is defined as an individual who has been honorably discharged from military service.
 - d) In any case that cannot be determined by the application of veteran's preference, layoff will be determined by lot.
- 4) JPDEA Chapter Officers (President, Vice President and Secretary/Treasurer) shall be considered to have the most bargaining unit seniority in the bargaining unit during the tenure of their offices.

D) Rights of Laid Off Employees

- 1) Notification. A Member shall receive a minimum of thirty (30) days written notice of a lay off or proposed layoff. All Members on the lay-off list, from which the laid off Member may exercise his or her displacement rights, shall receive notice of the lay-off, its effective date and the possibility of being displaced. The Member laid off through the displacement process shall receive notice in advance of the potential lay-off and at least ten (10) working days written notice in advance of the effective date of the actual lay-off.
- 2) At the time of layoff, the Member will receive payment for all personal leave.
- 3) No temporary or seasonal Members shall be hired while bargaining unit Members are in layoff status unless the laid off bargaining unit Member is first offered the work and does not accept. A laid off Member may reject a temporary or seasonal position without losing lay-off recall rights. Notice to the laid off Member shall include the estimated duration of the temporary or seasonal position.
- 4) Upon layoff, the laid off Member shall be placed on the layoff list for the job classification series from which the Member was laid off, and for the bargaining unit. Recall rights exist for two (2) years from the effective date of the layoff.
- 5) The job classification series layoff list shall be ranked in inverse order of layoff. Any vacant position that the Employer elects to fill in the job classification series shall be offered to the first Member on the job classification series layoff list, provided however, that a Member may not be recalled to a higher classification than he or she previously held.
- 6) To be reappointed a Member on layoff status must meet the licensing and certification required for the other incumbents in the classification.
- 7) The Human Resources Director will mail copies of all job announcements directly to the Member while the Member is on layoff status unless the Member notifies the Human Resources Director to the contrary.
- 8) A Member on layoff status may apply for any position as a current Member. Applicants on layoff status will receive particular consideration. The Human Resources Director shall require written justification to fill a vacant position

within the bargaining unit with someone other than a Member on layoff status from a position within the bargaining unit.

- 9) A Member on layoff status may, without forfeiting layoff rights, accept any position outside the bargaining unit, or any position within the bargaining unit.
- 10) When a Member on layoff status is appointed to a permanent position in the Member's former job classification, the Member will resume employment with the same status, range and step held at the time of layoff.
- 11) When a Member on layoff status is offered appointment to a closely related classification the department director and the Human Resources Director shall determine the Member's status. The department director shall inform the Member of the proposed status prior to the appointment becoming effective.
- 12) When a Member on layoff status accepts an appointment to an unrelated job classification, a probationary period must be served.
- 13) When a Member on layoff status is appointed to a permanent position, the period of layoff will be recorded as leave without pay.

E) Employee Obligations

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

17.15 - Cell Phone Use

16 PR 105 shall apply to Members of this bargaining unit except that department issued cell phones may be used to conduct normal police business.

17.16 – Elections

The Employer shall provide reasonable and necessary time for members to vote in municipal, state, and federal elections when the member is unable to vote outside of working hours.

Uniformed Members may vote in municipal, state, and federal elections while in uniform on their way to and from work or during their paid lunch breaks.

ARTICLE 18

SENIORITY

18.1 – Bargaining Unit Seniority

- A) The Member having the longest term of unbroken service in the Job Classification Series as defined in 17.14 shall be number one on the seniority list within the applicable job classification series. All other Members shall be listed in descending order.
- B) Should it become necessary to break identical bargaining unit seniority ties within a job classification, that Member with the longest permanent/probationary service with the City and Borough of Juneau shall be ranked first. If a tie still exists after considering total CBJ service, seniority will be determined by lot.
- C) Bargaining Unit seniority will be based on Job Classification Series as defined in 17.14, B 4.
- D) Bargaining unit service shall be prorated for periods of part-time employment.

18.2 – Impact of Seniority

Bargaining unit seniority has no impact except as provided in this Agreement.

18.3 – Termination of Seniority

- A) Seniority shall be terminated upon:
 - 1) resignation;
 - 2) layoff for a period of two (2) years or more;
 - 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); or
 - 5) 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.

18.4 – Retention of Seniority

A Member promoted or assigned to a position outside those job classifications represented by the Association who remains within the police department is entitled to a one-year period of absence from the bargaining unit without loss of seniority. Bargaining unit seniority is frozen at a level attained upon departure from the unit position and does not accrue during the promoted or reassigned Member's one (1) year period of absence.

18.5 – Application of Seniority

- A)** It is recognized that the Employer has the sole and exclusive right to determine hours of work, develop work schedules and assign Members to work schedules.
- B)** The Employer affirms that they will give consideration to bargaining unit seniority in assigning Members to work schedules to the extent that seniority will normally be the determining factor when it does not adversely affect service to the community or the good of the police department.
- C)** Bargaining unit seniority shall be applied in matter of reduction in force. See Article 17.14.
- D)** Bargaining unit seniority shall be principally applied in annual leave selection procedures and assignment of overtime. Annual leave selection shall progress by job classification starting with the highest ranking job classifications.

18.6 – Paid Reserve Officers

The provisions of Article 18 do not apply to Paid Reserve Officers except that if more than one Paid Reserve Officer requestes a work assignment, it will be assigned to the member with the earliest appointment date as a Paid Reserve Officer.

ARTICLE 19

PERSONNEL RULES

19.1 – Application

Those Personnel Rules within the scope of bargainable issues not herein amended, which were in affect on date of signing, shall continue in full force and effect for the duration of this Agreement, and shall apply to this Agreement. .

A chart summarizing the applicability of the Personnel Rules to this Agreement is attached to this Agreement as Appendix "B" and incorporated herein by this reference.

19.2 – Letter of Agreement

- A)** This Article does not preclude the parties from executing a "Letter of Agreement" to incorporate any changes, amendments or deletions to those Personnel Rules within the scope of bargainable issues when such changes, amendments or deletions occur after the signing of this Agreement. The parties agree to negotiate the signing

of such a Letter of Agreement within 20 business days of a change to the Personnel Rules.

- B)** When anticipating modifications to the Personnel Rules, which could affect classifications represented under this Agreement, the City shall notify the Association of the proposed changes prior to presentation to the Assembly.

19.3 – Addendum

Personnel Rules referenced in this Agreement shall be included in the Agreement as an attachment. Members should be cognizant that other Personnel Rules may apply.

ARTICLE 20

INTERPRETATIONS AND DEFINITIONS

20.1 – Tense and Number

As used in this Agreement:

- A)** words in the present tense include the past and future tenses and words in the future tense include the present tense; and
- B)** words in the singular number include the plural and words in the plural number include the singular.

20.2 – Words and Terms

The interpretation of this Agreement shall be governed by the strict application of the words and terms used as defined by the most recent edition of “Webster’s New World Dictionary, College Edition” unless a word or term is specifically defined within the Agreement as having another meaning.

20.3 – Definitions

As used within this Agreement:

- A)** “Association” means the Public Safety Employees Association.
- B)** “Bargaining unit” means those positions and the Employees occupying the positions that are within the Juneau Police Department and certified by the Juneau Personnel Board as being within the unit and those modifications to the group agreed to by the Association and the Employer or ordered by the Juneau Personnel Board.
- C)** “Classification specification” means a written statement including a title, description of duties, responsibilities and minimum qualifications. The duties and responsibilities included in classification specifications are guidelines and are not inclusive of all duties and responsibilities in positions allocated to a particular job classification.
- D)** “Day(s)” means calendar days, exclusive of holidays.

- E)** “Department director” means the Police Chief.
- F)** “Employee” means a person paid a wage by the City and Borough of Juneau who holds a permanent, probationary or long term temporary appointment to a position that is within the bargaining unit.
- G)** “Employer” means the City and Borough of Juneau, Alaska.
- H)** “Holiday” means:
- 1) the first of January known, as New Year’s Day;
 - 2) the third Monday in January, known as Martin Luther King Jr.’s birthday;
 - 3) the third Monday in February, known as Presidents’ Day;
 - 4) the last Monday in March, known as Seward’s Day;
 - 5) the last Monday in May, known as Memorial Day;
 - 6) the fourth of July, known as Independence Day;
 - 7) the first Monday in September, known as Labor Day;
 - 8) the 18th of October, known as Alaska Day;
 - 9) the 11th of November, known as Veterans’ Day;
 - 10) the fourth Thursday in November, known as Thanksgiving;
 - 11) the day after Thanksgiving;
 - 12) the 25th of December, known as Christmas; and
 - 13) every day designated a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.
- I)** “Manager” means the manager or acting manager of the City and Borough of Juneau as provided by CBJ Chapter 03.05.
- J)** “Member” means a person paid a wage by the City and Borough of Juneau who holds a permanent, probationary or a long term temporary appointment to a position that is within the bargaining unit.
- K)** “Paid Reserve Officer” means an employee who is employed as a Part Time Limited employee normally assigned each year between April 1 and October 1 and who may be called out to work at any time for emergency situations or grant opportunities when no regular officer volunteers to work.
- L)** “Personnel file” means those documents, reports and evaluations written or otherwise recorded pertaining to an Employee’s job performance and fitness for duty as maintained by the Chief of Police or Human Resources Director.
- M)** “Travel status” means that time beginning when an Employee leaves the jurisdiction of the Juneau Police Department while on duty and ending when the Employee returns to the jurisdiction of the Juneau Police Department. However, a trip that begins at the Employee’s normal place of work and ends at the Employee’s normal place of work in the same workday does not qualify as travel status.
- N)** “Union” means the Public Safety Employees Association.

ARTICLE 21

PRINTING OF AGREEMENT

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

The Employer will provide to the Association a finalized electronic version of the Agreement including the complete Personnel Rules in effect at the time of the signing of the Agreement (in Microsoft Word format).

ARTICLE 22

AVAILABILITY OF PARTIES TO EACH OTHER

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

ARTICLE 23

SUBORDINATION AND SAVING OF AGREEMENT

23.1 – 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 City and Borough of Juneau.

23.2 – 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 City and Borough of Juneau ordinance, the remaining Articles and provisions of this Agreement remain in full force and effect.

23.3 – Replacement

Upon request, the parties shall meet immediately for the purpose of negotiating a satisfactory replacement for any provision of this Agreement found in violation of law.

ARTICLE 24

CONCLUSION OF BARGAINING

This Agreement is the entire Agreement between the Employer and the Association. The parties acknowledge that they have fully bargained on all subjects not removed by law and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements, written and oral understandings, and concludes all collective bargaining for the duration of this Agreement.

The Employer shall obtain the approval of the Association in the form of a Letter of Agreement prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement.

ARTICLE 25

DURATION OF AGREEMENT

25.1 – Effective Dates

This Agreement shall become effective on July 1, 2010 and shall remain in effect through June 30, 2013. This Agreement may be extended by written agreement between the Association and the Employer.

25.2 – Contract Re-opener

- A)** Either party may give written notice between October 1, 2010 and October 31, 2010, of its desire to re-open Articles 6, 8, and 11 and any other article that might be mutually agreeable to the parties for the purposes of adjusting the contract.
- B)** Either party may give written notice between October 1, 2011 and October 31, 2011, of its desire to re-open Articles 6, 8, and 11 and any other article that might be mutually agreeable to the parties for the purposes of adjusting the contract.

25.3 – Renewal

- A)** Either party desiring to negotiate a successor Agreement shall notify the other party of those intentions between September 1, 2012 and September 15, 2012.
- B)** On the first day of bargaining, each party will submit specific negotiation proposals that shall be addressed in negotiations, in writing to the other party. No other proposals can be unilaterally submitted.
- C)** The ground rules agreed upon in negotiations will govern the bargaining unless the parties agree to amend the ground rules. Proposed amendments to the ground rules must be included in the exchange of contract proposals.

25.4 – Other Modifications

Nothing herein precludes the termination, modification or amendment of this Agreement at any time by the written mutual consent of the parties.

This Agreement is executed this 1st day of July, 2007 by the duly authorized agents and representatives of the parties hereto at Juneau, Alaska.

PUBLIC SAFETY EMPLOYEES
ASSOCIATION

THE CITY AND BOROUGH
OF JUNEAU, ALASKA

Signature on file
Jake Metcalfe
Executive Director

Signature on file
Rod Swope
City Manager

THE CITY AND BOROUGH OF JUNEAU, ALASKA
NEGOTIATING TEAM

Signature on file
Mila Cosgrove
Human Resources Director
Chiefspokesperson

Signature on file
Greg Browning
Chief of Police

Signature on file
Cindee Brown-Mills
Administrative Officer

Signature on file
Page Decker
Assistant Chief of Police

Signature on file
Eric Hotchkiss
Negotiator/Note taker

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.
NEGOTIATING TEAM

Signature on file
Brian Dallas
President

Signature on file
Chris Burke
Vice-President

Signature on file
Tonya L. Kurtz
Negotiator/Note taker

Signature on file
Penny Beiler
PSEA Business Representative

APPENDIX “A”

44.10.130 RESERVATION OF MANAGEMENT RIGHTS.

(a) The following management functions and responsibilities are reserved to the City and Borough government, and the exercise of such functions and responsibilities may not be the subject of any negotiations under this chapter:

- (1) Management of the City and Borough;
- (2) Direction of the City and Borough work force;
- (3) Determination of the structure and mission of the constituent departments, divisions, agencies, offices and boards of the City and Borough;
- (4) Determination of the standards and levels of service to be offered to the public;
- (5) Exercise of control and direction over City and Borough operations;
- (6) Taking of disciplinary action for proper cause;
- (7) Termination of employees for lack of work or other legitimate reasons;
- (8) Consistent with the merit system, determination of the method, means and personnel by which the City and Borough's operations are to be conducted, including, the rights to:
 - (A) Recruit, examine, select, promote, transfer and train employees of its choosing and to determine its own methods of such actions;
 - (B) Assign and direct work, develop and modify class specifications, as well as assignment of salary range for each classification, and allocate positions to these classifications. Determine methods, materials and tools to accomplish the work. Designate duty stations and assign employees those duty stations;
 - (C) Reduce work force due to lack of work, funding or other causes consistent with efficient management;
 - (D) Establish reasonable work rules, assign hours of work, and assign employees to shifts of its designation;
- (9) To develop and administer an affirmative action program;
- (10) All other management functions and responsibilities traditionally exercised within the prerogative of the chief executive officer, chief administrative officer or legislative body of a municipality.

(b) It is the purpose of this section to reserve to management, and to exclude from the bargaining process, those decisions which permit the City and Borough to maintain the efficient delivery of uninterrupted service to the community and to take necessary actions to carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on the above matters have on wages, hours and other terms and conditions of employment.

(Serial No. 73-40, § 3, 1974)

APPENDIX “B”**CHART ON APPLICABILITY OF PERSONNEL RULES**

The Personnel Rules referenced in this Chart are the Personnel Rules in effect on the date this Agreement was signed. The term “contract” as used in this Chart refers to the Agreement.

Personnel Rule	Topic	Effect on Agreement	Contract Provision
Rule 1	Position Classification	Entire Rule applies	
Rule 2	Recruitment	Entire Rule applies	
Rule 3	Examination	Entire Rule applies	
Rule 4	Selection	Entire Rule applies	
Rule 5	Appointments	Entire Rules applies with the exception of 5 PR 015(a) and (d), 5 PR 021 and 5 PR 045	
Rule 6	Probationary Periods	Entire Rule applies+	17.11
Rule 7	Hours of Work & Holidays		
7 PR 005	Scheduling Hours of Work	Applies	18.5(A)
7 PR 010	Minimum Work Week	Applies	18.5(A)
7 PR 015	Normal Work Week	Applies	18.5
7 PR 020	Normal Work Day	Applies +	7.2
7 PR 021	Employee Furlough	Does Not Apply	
7 PR 025	City and Borough Holidays	Replaced by Contract	20.3 (H)
7 PR 026	Eaglecrest Holidays	Does not apply	
7 PR 030	Alternate Leave	Replaced by Contract	8.17
Rule 8	Performance Evaluations	Entire Rule applies	
Rule 9	Training		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Does not Apply	
9 PR 020	Training Reimbursement		
9 PR 020 (a)(1)	Department Required Training	Replaced by Contract	10.2
9 PR 020 (a)(2)	Department Required Training	Applies	
9 PR 020 (b)	Employee Requested Training	Replaced by Contract	10.5
9 PR 025	Training Reimbursement Schedule	Replaced by Contract	10.4
9 PR 030	Licenses and Certifications	Applies	
Rule 10	Pay		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies	
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Applies +	8.6
10 PR 045	Pay Range Increase	Applies	
10 PR 050	Involuntary Demotion	Applies	

2010 – 2013 PSEA Collective Bargaining Agreement

Personnel Rule	Topic	Effect on Agreement	Contract Provision
10 PR 051	ADA Reassignment	Applies	
10 PR 055	Voluntary Demotion	Applies	
10 PR 060	Transferred Employee	Applies	
10 PR 065	Change of Occupation	Applies	
10 PR 070	Appointment Effective Date	Applies	
10 PR 075	Merit Anniversary Date	Applies	
10 PR 080	Merit Increase	Applies	
10 PR 085	Merit Increase not Earned	Applies	
10 PR 090	Step Reduction	Applies	
10 PR 095	Increased Responsibilities Differential	Replaced by Contract	8.12
10 PR 097	Temporary Supervision Pay	Replaced by Contract	8.13, 8.14
10 PR 098	Acting in a Higher Range Pay	Does not Apply	8.13, 8.14
10 PR 100	Shift Differentials	Replaced by Contract.	8.23
10 PR 105	Standby Pay	Replaced by Contract	8.8
10 PR 110	Call out	Replaced by Contract	8.9
10 PR 115	Sixth and Seventh Day	Replaced by Contract	8.11
10 PR 120	Overtime Defined	Replaced by Contract	8.4, 8.5
10 PR 125	Overtime Rate	Replaced by Contract	8.4(A)
10 PR 130	Overtime Payment	Replaced by Contract	8.18
10 PR 135	Maximum Compensatory Time	Replaced by Contract	8.18
10 PR 140	Compensatory Time Payment	Replaced by Contract	8.18
10 PR 145	Holiday Pay	Replaced by Contract	8.17
10 PR 150	Total Remuneration	Applies	
Rule 11	Leave		
11 PR 005	Scope	Applies	
11 PR 010	Accrual Rates	Replaced by Contract	6.1, 6.2
11 PR 012	Personal Leave Cash in	Replaced by Contract	6.21
11 PR 015	Reserved	N/A	
11 PR 016	Annual leave for Eaglecrest	Does Not Apply	
11 PR 017	Sick Leave for Eaglecrest	Does Not Apply	
11 PR 020	Accrual During Unauthorized Leave	Replaced by Contract	6.3
11 PR 025	Leave Anniversary	Replaced by Contract	6.4
11 PR 030	Minimum Leave Use	Replaced by Contract	6.5
11 PR 035	Maximum Leave Carry-over	Replaced by Contract	6.6
11 PR 040	Use of Personal Leave	Replaced by Contract	6.7, 6.9, 6.10
11 PR 045	Direction to take leave	Replaced by Contract	6.5 (C)
11 PR 050	Bereavement Leave	Replaced by Contract	6.10(C)
11 PR 055	Banked Medical Leave	Does not Apply	
11 PR 060	Use of Leave to Supplement Workers' Compensation	Applies	
11 PR 065	Leave without Pay	Replaced by Contract	6.11
11 PR 067	Family Medical Leave	Replaced by Contract	6.22
11 PR 075	Effect of Leave without Pay	Replaced by Contract	6.13
11 PR 080	Adjustment of Anniversary dates	Replaced by Contract	6.13(B)
11 PR 081	Employee Furlough	Does not apply	
11 PR 085	Court Leave	Replaced by Contract	6.14

Personnel Rule	Topic	Effect on Agreement	Contract Provision
11 PR 090	Military Leave without Pay	Applies+	See 6.15 (A)
11 PR 095	Military leave with Pay	Applies+	See 6.15 (B)
11 PR 100	Emergency Service Leave	Applies+	See 6.16
11 PR 105	Maximum Paid Military and Emergency Service Leave	Applies+	See 6.17
11 PR 110	Donation of Leave	Replaced by Contract	6.8
11 PR 115	Seasonal Leave	Applies	
11 PR 120	Medical Leave on Separation	Does not Apply	
11 PR 125	Personal or Annual Leave on Separation	Replaced by Contract	6.18
11 PR 130	Parent-Teacher Conference Leave	Applies+	6.23
Rule 12	Resignation, Nondisciplinary Separation and Voluntary Demotion	Entire Rule Applies	
Rule 13	Disciplinary Actions	Entire Rule Applies	
Rule 14	Reduction in Work Force	Replaced by Contract classifications contained solely in the BU. For classifications occurring in other departments, the entirety of Rule 14 applies.	17.14
Rule 15	Grievance and Appeal Procedure	Replaced by Contract	Article 16
Rule 16	Standards of Conduct	Entire Rule Applies+	17.2, 17.7
Rule 17	General Provisions		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	8.21 & Article 15
17 PR 015	Continuation of Health Insurance	Replaced by Contract	11.1 and 11.2
17 PR 020	Licensed Employees	Applies	
17 PR 025	Wearing of Uniforms	Replaced by Contract	9.5
Rule 18	Compensation and Reimbursements		
18 PR 005	Pay Schedules	Replaced by Contract	8.1
18 PR 010	Daily Pay Rate for Salaried Employees	Does not apply	
18 PR 015	Shift Differentials	Replaced by Contract.	8.23
18 PR 020	Standby Rate	Replaced by Contract	8.8
18 PR 025	Increased Responsibilities Differential	Replaced by Contract	8.12
18 PR 026	Temporary Supervision Pay	Replaced by Contract	8.13, 8.14
18 PR 027	Health Benefits and Employee Wellness	Replaced by Contract	11.3
18 PR 030	Uniforms	Replaced by Contract	Article 9
18 PR 035	Tool Allowance	Does not apply	
18 PR 037	Repayment to Employer	Replaced by Contract	9.6
18 PR 040	Travel Reimbursement	Applies+	Article 12
18 PR 045	Mileage and Vehicle Allowance	Applies	

Personnel Rule	Topic	Effect on Agreement	Contract Provision
18 PR 050	Awards	Applies	
18 PR 055	Reimbursement of Interview Travel Expenses	Applies	
18 PR 060	Relocation Expense	Applies	
Rule 19	Eaglecrest Ski Area Pay	Entire Rule does not apply	
Rule 20	Definitions	Applies +	See specific definitions in 6.21 and Article 20.

Key:

Applies = Personnel Rule applies in total

Applies + = Personnel rules apply and the contract has additional language

Replaced by contract = Personnel Rule does not apply, contract language supersedes

Does not apply = Personnel Rule does not apply and contract does not contain language

APPENDIX “C”

PERSONNEL RULES REFERENCED IN THIS AGREEMENT

- 11 PR 090 Military Leave Without Pay
- 11 PR 095 Military Leave With Pay
- 11 PR 100 Emergency Service Leave
- 11 PR 105 Maximum Paid Military and Emergency Service Leave
- 13 PR 007 Disciplinary Actions, Purpose
- 16 PR 005 Political Activity
- 16 PR 010 Employment Advantage
- 16 PR 015 Political Contributions
- 16 PR 020 Political Endorsements
- 16 PR 025 Nominations and Candidacy
- 16 PR 030 Other Employment
- 16 PR 045 Fair Opportunity
- 6 PR Probationary Periods
- 8 PR 005 Performance Evaluations, Basis
- 8 PR 010 Performance Evaluations, Frequency and Standards
- 8 PR 015 Performance Evaluations, Discussion
- 8 PR 020 Performance Evaluations, Rebuttal
- 10 PR 085 Pay, Merit Increase Not Earned

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