

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF DILLINGHAM

AND

PUBLIC SAFETY EMPLOYEES ASSOCIATION

Effective

July 1, 2016 through June 30, 2019

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**ARTICLE 1  
PREAMBLE**

This Agreement entered into by the City of Dillingham (hereafter, "Employer") and the Public Safety Employees Association (hereafter, "Association") has as its purpose the promotion of harmonious relations between the Employer and the Association; the promotion of efficiency and economy in service to the citizens of the City of Dillingham; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment for Association employees.

**ARTICLE 2  
RECOGNITION**

**Section 1. General Recognition**

The Employer recognizes the Association as the exclusive representative of all employees of the City of Dillingham Public Safety Department, including animal control, corrections, dispatch, department of motor vehicles ("DMV"), patrol, and excluding the Chief of Police and all other City of Dillingham employees, for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

**Section 2. Association Officials**

The specific titles of the Executive Board are: President, Vice President, and Secretary/Treasurer. The Association is obligated to notify the Employer of the individuals occupying these offices and expiration date of the present terms.

**ARTICLE 3  
ASSOCIATION SECURITY**

**Section 1. Association Membership**

Except as may be limited herein, it shall be a condition of employment that all employees coming under the terms of this Agreement, become and remain members in good standing with the Association, or pay an agency fee to the Association not to exceed the amounts required for initiation and monthly dues, for the life of this Agreement and any renewal thereof. As a condition of employment or continued employment, employees shall make application to join the Association or register to pay the agency fee within thirty-one (31) calendar days of the first day of employment or within thirty-one (31) calendar days following the date of signing this Agreement, whichever occurs later.

The tender of initiation fees and periodic dues and assessments uniformly required as a condition of retaining Association membership shall constitute good standing in the Association for the purpose of this section.

## **Section 2. Authorization**

Upon written authorization of an employee in the bargaining unit, the Employer shall deduct from the payroll of the employee the monthly amount of dues, fees, and other employee benefits as certified by the secretary of the Association and shall deliver it to the chief fiscal officer of the Association.

## **Section 3. New Employees**

All workers employed by the Employer who are not already members shall become members of the Association or make the uniformly required payments on or before the thirty-first (31<sup>st</sup>) calendar day following the beginning of employment or the effective date of this Agreement, whichever is later, and all employees shall maintain membership in the Association as a condition of employment during the life of this Agreement. Membership means to tender the initiation fees and the periodic dues or fees uniformly required as a condition of acquiring or retaining membership in the Association. All requests by the Association for dismissal of any employee for failure to comply with this provision shall be writing.

## **Section 4. Exemption Based on Religious Convictions**

Notwithstanding the provisions of Article 3.1, and pursuant to AS 23.40.225, this Agreement shall safeguard the rights of nonassociation of employees having bona fide religious convictions based on tenets or teachings of a church or religious body of which an employee is a member. Upon submission of proper proof of religious conviction to the Alaska Labor Relations Agency ("Agency"), the Agency shall declare the employee exempt from becoming a member of the Association. The employee shall pay an amount of money equivalent to regular Association dues, initiation fees, and assessments to the Association. Nonpayment of this money subjects the employee to the same penalty as if it were nonpayment of dues. The Association shall contribute an equivalent amount of money to a charity of its choice not affiliated with a religious, labor, or employee organization. The Association shall submit proof of contribution to the Agency.

## **Section 5. Indemnification**

The Association will indemnify, defend, and hold harmless the City, its agents, insurers, and non-bargaining employees from any claim, termination, grievance, arbitration, or cause of action arising or related to any act or omission under this Article.

# **ARTICLE 4 ASSOCIATION ACTIVITIES**

## **Section 1. Non-Restraint**

The Employer will not in any manner restrain or attempt to restrain any member from belonging to the Association, or from taking an active part in lawful Association affairs that are consistent with this Agreement.

## **Section 2. Written Notice**

The Employer shall provide the Association with a written notice of all additions to the unit and all separations from the unit. Such notice shall include the employee's name, title, location, and the date of such action. The Employer will transmit notification to the Association within fifteen (15) working days of the action by the appropriate department.

## **ARTICLE 5 NO ASSOCIATION-RELATED DISCRIMINATION**

It is hereby agreed by the Association and the Employer that there shall be no discrimination against any employee because of membership or non-membership in or lawful activity on behalf of the Association.

## **ARTICLE 6 ASSOCIATION RESPONSIBILITY**

The Association agrees that this Agreement is binding on each and every member of this bargaining unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

## **ARTICLE 7 MANAGEMENT RIGHTS**

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

- (a) Determine the overall mission and purpose of the Employer;
- (b) Maintain and improve the efficiency and effectiveness of the Employer to provide its citizens and taxpayers with adequate and reliable municipal services at the lowest cost possible;
- (c) Determine the services to be rendered, the opportunities to be performed, the technology to be utilized, or the matters to be budgeted and the priorities therefore;
- (d) Determine the overall methods, processes, means, job classifications, and personnel by which the work of the Employer is to be conducted;
- (e) Direct, supervise, hire, recruit, select, promote, train, evaluate, transfer within a job classification, assign, and schedule employees;
- (f) Discipline employees for just cause;

- (g) Layoff employees from duties because of lack of work or funds or under conditions where the Employer determines the continued work would be inefficient or nonproductive; and
- (h) Adopt policies, rules, regulations, educational programs, safety programs and any other measures, not in conflict with this Agreement, necessary to assure the efficient and effective operations of the Employer.

The Management Rights in this Article shall not conflict with any other Articles or rights granted to the Association in this Agreement.

### **ARTICLE 8 AVAILABILITY OF PARTIES TO EACH OTHER**

The parties agree that representatives of the Association and the Employer shall meet at reasonable times and confer in good faith with respect to matters affecting this Agreement.

### **ARTICLE 9 ASSOCIATION ACCESS**

Association representatives shall be permitted to visit employee work areas: (i) for a specific, legitimate purpose relating to the enforcement of this Agreement; (ii) at reasonable times consistent with workload and operational needs; and (iii) provided the Association has obtained the Employer's advanced prior approval. Association representatives may be required to have a non-bargaining management escort.

### **ARTICLE 10 BULLETIN BOARDS**

The Employer agrees to furnish space on a bulletin board located on the first floor hallway (by the jail entrance) in the Public Safety Department to be used by members of the Association to post notices of meetings, bulletins and other Association matters. Responsibility for the posting and removal of materials is that of the local Association president. The Association agrees that the bulletin board space provided by the Employer shall not be used for the posting of political material, or materials that are obscene, defamatory or impair the operation of the department.

### **ARTICLE 11 MEETING SPACE**

Meeting space in the upstairs of the Downtown Fire Station, owned by the Employer, may be used by the Association for Association meetings provided the Employer approves the request in advance subject to the facility's availability schedule. Normal space usage fee and deposit will be waived if facility's condition is left in the same status as before the Association's use.



Employer reserves the right to terminate this agreement with reasonable written notice to the Association.

## ARTICLE 12 EMPLOYEE CLASSIFICATIONS

Employees are classified as follows:

- A full-time employee works a regularly scheduled time of 40 hours a week. A part-time employee works a regularly scheduled time of less than eight hours a day or 40 hours a week.
- A regular employee, either full-time or part-time, works six months or more in any year and does not include project or contract employees or volunteers.
- A temporary/seasonal employee, either full-time or part-time, works less than six months in any year. If a temporary/seasonal employee accepts a regular position, his/her anniversary date and accrual of benefits will begin the first day of the regular position.
- Project employees are those employees who are hired with project funds to complete a specific project over a specified period of time. Salary, overtime, and fringe benefits of project hire employees will be determined by the requirements of the agency providing the project funds. Project employees are not covered by this Agreement.
- Volunteers are non-employees who give of their time to work with a department of the City. They receive no compensation or other benefits. Examples include but are not limited to Reserve Officers, Library Volunteers, fire/EMT volunteers, people who volunteer to serve on City Boards and Commissions, etc. Volunteers are not covered by this Agreement.
- Contract employees are persons or employees of entities with whom the Employer completes a signed contract for a specific scope of work. Contract employees are not covered by this Agreement.

## ARTICLE 13 WORK HOURS

Work hours will be scheduled and assigned at the discretion of the Chief of Police.

Work schedules shall be posted at least ten (10) days in advance.

Employees shall receive reasonable notice of schedule and working hour changes.

- A. Employees other than division supervisors will have equal shift rotations and an equal amount of weekends off.

- B. When conditions allow, employees will work a minimum of 1 month to a maximum of 2 months shift rotations. The Employer retains the right to make changes to shift rotations as circumstances may dictate.
- C. When conditions allow, shifts will consist of the following below, to allow 24 hour coverage, depending on each division's available shifts offered. The Employer retains the right to make changes to shifts as circumstances may dictate.  
  
Day shifts  
Night shifts  
Mid-shifts
- D. When manpower drops, shift rotations will be handled as best as possible to provide equal shift rotations.

**ARTICLE 14  
PROBATIONARY PERIOD**

**Section 1.**

Police officers shall serve an initial probationary period of twelve (12) consecutive months from the date of hire.

**Section 2.**

The probationary period for police officers hired on or after July 1, 2016 who have: (a) already graduated from a state certified academy; and (b) received a basic, intermediate or advanced certification by the Alaska Police Standards Council ("APSC"), shall be twelve (12) months.

**Section 3.**

Correctional officers shall serve an initial probationary period of twelve (12) consecutive months from the date of hire.

**Section 4.**

All other Dillingham Public Safety Department employees shall serve an initial probationary period of six (6) months.

**Section 5.**

Current regular employees who are promoted or transferred to a different position shall serve a six (6) month probationary period, but shall remain subject to the "just cause" provisions of this Agreement during that period.

**Section 6.**

Employees who accept a promotion outside of the bargaining unit are entitled to return to their former position in the unit, where available, if they do not successfully complete probation in the promoted position. If the employee's former position is not available, the promoted employee shall have first preference to occupy any vacant position for which the employee is qualified. A demoted employee shall not serve another probationary period so long as the employee had previously successfully completed the initial probationary period in the job classification to which the employee returns.

**Section 7.**

The Employer may discipline or discharge probationary employees at any time for any lawful reason. If retained after the probationary period, such employees shall thereafter be considered regular employees and be entitled to all rights and privileges as provided for in this Agreement.

**Section 8.**

Each employee shall normally be evaluated midway through the initial probationary period.

**ARTICLE 15  
LICENSES**

**Section 1. Responsibilities of Members**

Bargaining unit members shall be responsible for obtaining and retaining all mandatory licenses and certifications necessary to: (i) perform the duties of their positions; and (ii) maintain their level of competency.

**Section 2. Payment of License Fees**

The parties recognize that there are certain licenses/certifications that may be required for the convenience of the Employer. In such cases, the Employer will pay for necessary training and license/certification fees. In addition, if a new licensing or certification provision is imposed by statute or regulation on current members, the City shall pay for the license/certification fee, provided the member obtains the license or certification prior to the deadline established by statute or regulation.

**ARTICLE 16  
MERIT PRINCIPLES**

The parties agree that it is their intent to strengthen merit principles in the bargaining unit, to the end that bargaining unit members be selected, appointed and promoted from among the most qualified.

**ARTICLE 17  
PERSONNEL RECORDS**

**Section 1.**

An employee shall have the right to examine his/her personnel file or files and to make copies of any document contained therein during regular business hours.

**Section 2.**

The Employer may require an employee or former employee who requests copies of material under this article to pay the reasonable cost of duplication.

**ARTICLE 18  
RESIGNATION**

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

**ARTICLE 19  
LEAVE**

**Section 1. Personal Leave**

Regular full-time and regular part-time employees (excepting those employees whose salaries are funded by grants that do not allow for such leave benefits) may be entitled to Personal Leave. When accrual dates do not coincide with the commencement or end of the pay period, the accrual shall be computed on a pro rated basis. Temporary employees do not accrue leave. Regular part-time employees accrue personal leave time as a percentage of time actually worked based on a full time equivalent.

Employees on probation for disciplinary reasons may not take personal leave.

Newly hired employees may not take personal leave during the first ninety (90) days of the probationary period.

**Section 2. Leave Request Forms**

Employee leave must be documented with a properly executed and approved leave request form. Personal leave must have prior approval by the supervisor and department head. The longer the

leave requested the greater lead time must be given, e.g. a leave of a week or more should be requested at least two to three weeks in advance.

As it is rarely possible to present sick leave in advance, the employee is required to have a leave request form filled out and approved as soon as he/she returns to work.

### **Section 3. Personal Leave Accrual Rates**

Personal leave will accrue at the following rates:

<u>Length of Service</u>	<u>Earned Annually</u>
• 0 through 2 years	15 days
• Over 2 years, less than 5 years	21 days
• Over 5 years, less than 10 years	24 days
• 10 years and over	28 days

The Finance Office maintains records for each employee as to amount of annual leave accrued and used by each employee. A day of leave is defined as eight hours for a full-time regular employee or the number of hours equal to the average “day” for a part-time regular employee.

### **Section 4. Personal Leave Requirements**

Mandatory Leave. At least 80 hours of leave must be taken by June 30 of each fiscal year by a full-time employee and at least one-half of the leave time accrued by a part-time employee, except the first year of employment.

Leave Requests. It is the responsibility of the department head to insure that work is conducted and personal leave time scheduled taking into consideration the mission of the City. Leave requests, whenever possible, shall be authorized as closely as possible to the employee’s request. It is the responsibility of the employee to make such leave requests with advance notice so the department head can make proper schedule arrangements. The longer the employee wishes to have off, the more advance notice must be given to the department head.

Leave Carry Over. Accrued and unused personal leave may be carried over from one year to the next for the purpose of accumulating a Personal Leave Reserve; however, on June 30 of any year an employee may not have more than 480 hours leave to his/her credit. At this time the payroll technician will delete all hours accrued over 480 hours. Hours in excess of 480 may be waived by the department head to be used the following year if it was not feasible for the City to approve a requested leave. A waiver cannot be given in consecutive years.

Leave Balances. Each employee’s personal and sick leave balances are regularly recorded on his/her paycheck stub.

Changes in Accrual. Changes in accrual of leave shall take effect as of the day following the anniversary date of hire in which employee completes the prescribed period of service.

Termination Prior to 90 Days. If the employee terminates prior to the 90 day period, no leave will be paid.

Leave Cash-In. Employees, upon written request, shall be permitted to cash in accrued personal leave two times in a calendar year provided: (i) the request is made fourteen (14) days in advance of the next payroll action; and (ii) the employee has satisfied the 80 hour mandatory leave requirement in this section. However, there shall be no cash-in of accrued personal leave which would reduce the employee's accrued personal leave below a balance of forty (40) hours.

## **Section 5. Sick Leave**

Regular full-time employees shall accrue sick leave at the rate of one day per month. Regular part-time employees will accrue sick leave as a percentage of time actually worked based on a full-time equivalent. Accrued sick leave may be taken when on probation.

An employee eligible for sick leave with pay may use such sick leave for absence due to personal illness, injury or exposure to contagious disease, or due to illness or death in the employee's immediate family requiring the employee's personal attendance. Immediate family will consist of spouse, children, parents, brother and sister, and parents of spouse.

Routine medical, dental or optical appointments for the employee only shall be included as cause for sick leave. An employee who is absent due to illness or injury shall inform his/her immediate supervisor of the reason and approximate length of absence as soon as possible. Failure to do so within a reasonable time may be cause for disciplinary action. A physician's statement justifying the absence may be required for all sick leave in excess of three consecutive work days.

If the City has any reason to believe an employee is abusing his sick leave privileges, a physician's certificate of incapacity may be required.

A regular employee whose absence has been approved as eligible for sick leave shall be paid for such time to the extent sick leave has accrued at his current rate of pay less the amount of any payment received from the Alaska Workmen's Compensation Act or any similar payment. Insurance benefits, paid for by the employee only, will not reduce paid sick leave.

If an employee is ill, or is going to be late for work, he is expected to notify his supervisor within one hour of the time he is to report to work. Any employee who does not report that he is ill or will be late for work is absent without leave. An employee without leave shall not receive compensation for the absence and is subject to further disciplinary action.

## **Section 6. Sick Leave Reserve**

Employees may accumulate up to a total of 480 hours of sick leave in a Sick Leave Reserve. The purpose of the Sick Leave Reserve is to provide an employee with an economic cushion to be used in the event of a major illness or lengthy absence for medical reasons. No Sick Leave or Sick Leave Reserve will be paid at termination.

## **Section 7. Sick Leave Donation**

Employees may, upon the approval of the City Manager, donate all or a portion of their accumulated leave to another employee who is facing a medical emergency or other extreme hardship conditions. Sick leave donations are limited to forty (40) hours per event, per person. Sick leave donations cannot be made by or received by an employee who has tendered a resignation of employment or who has been notified he/she is being laid off or discharged. The City Manager may make exceptions to this section for extreme circumstances, on a case-by-case basis.

## **Section 8. Medical Leave**

The City is in compliance with the federal Family Medical Leave Act and the Alaska Family Medical Leave Act. An eligible employee may take up to 18 weeks of paid or unpaid leave in a 24 month period to care for the employee's child, spouse or parent who has a serious health condition, or because of the employee's own serious health condition. Also, the employee may take up to 18 weeks of leave in a 12 month period because of pregnancy, childbirth, or adoption.

For purposes of the FMLA, the City utilizes the fiscal year as the relevant 12 month period.

An eligible employee is one who has been employed for at least 35 hours a week for at least six consecutive months, or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave.

Health and life insurance will be maintained for the employee while on family medical leave to the extent that it has been provided to the employee while working. The employee must reimburse the City for medical coverage while on Leave Without Pay. No other benefits will accrue. If medical and life insurance coverages are continued during the leave without pay, the employee will reimburse the City on a pro rata basis of 365 days in a year.

Application for family medical leave must be in writing and made in advance, unless for an emergency. A physician's statement may be required and notice must be made at least one month in advance of a known leave of absence. All requests for medical leave of absence must be approved by the City Manager. If advance notice is not practicable, notice must be provided as fully and as soon as possible. Notice to return to work must be provided at least two days prior to the employee's return. During the absence, the employee must contact the City weekly to report on their condition and the status of their absence.

Employees may be replaced during medical leave if necessary and if it is in the City's best interests. Returning employees may assume their former positions if the position is vacant. Otherwise, the department concerned shall appoint returning employees to a comparable vacant position within the department for which that person is qualified or arrange for appointment in another department of the City for which that person is qualified.

All provisions of the Family Medical Leave Acts (federal and Alaska) will prevail in cases of dispute.

## **Section 9. Other Leave**

To the extent they are not inconsistent with, or duplicative of, the terms of this Agreement, any other "Leave" provisions set forth in the "City of Dillingham – Personnel Regulations – Personnel Policies and Procedures Manual" are applicable to employees covered by this Agreement.

## **ARTICLE 20 ASSOCIATION LEAVE BANK**

### **Section 1.**

There is hereby created an Association Leave Bank ("Bank") that shall be administered by the Employer and subject to periodic audits by the Association. Each audit shall be preceded by written notice at least forty-eight (48) hours prior to the audit. Audits shall not be more frequent than twice each calendar year.

### **Section 2.**

The first four (4) hours of accrued personal leave of all new bargaining unit employees shall be transferred to the Bank. Upon request by the Association, the Employer shall transfer from one (1) hour to eight (8) hours from each bargaining unit employee's personal leave account to the Bank.

### **Section 3.**

Association leave shall be given a cash value by multiplying the number of hours deducted from employees' accrued personal leave by the regular hourly pay rate of the donor. This cash value shall then be divided by the regular hourly pay rate of the recipient to establish its value in hours as Bank business leave.

### **Section 4.**

When an employee wishes to attend Association-related events, the employee shall first fill out a leave form indicating the purpose of the Association leave and obtain approval from the Chief of Police, or in his/her absence, the City Manager or his/her designee: (a) prior to the use of such leave; and (b) with reasonable advanced notice. Requests for leave for Association business will be granted so long as business permits.

### **Section 5.**

The Association agrees that it shall only use the Bank for bona fide Association business.



**Section 6.**

The Association agrees the Bank balance: (a) is not returnable to personal leave accounts; (b) is not transferable to successor bargaining agents; and (c) has no cash value in the event of decertification.

**ARTICLE 21  
HOLIDAYS**

All employees in a regular full-time position shall be entitled to paid holidays as designated in the City's Personnel Rules, as they may be amended. Employees who work on a scheduled holiday shall be paid for all hours worked on the holiday at time and one-half. Holiday pay does not count as hours worked for the purposes of calculating overtime. Holidays are paid on a prorated basis for regular part-time employees (except those whose wages are paid by grants that do not allow for such leave or benefits).

**ARTICLE 22  
CONTRACTING OUT**

If the Employer determines that the Employer's best interest requires work formerly performed by a unit member be contracted out of the unit, the City Manager shall notify the Association in writing of the Employer's determination and provide the Association with an opportunity to comment on the proposed contract prior to implementation of the contract. The Association may request bargaining with the Employer.

Work that has historically been performed by non-unit members may continue to be performed in the same manner.

**ARTICLE 23  
NO STRIKE - NO LOCKOUT**

**Section 1. No Strike**

The Association agrees that during the life of this Agreement, the Association, its agents or its members, will not authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, picketing or strike against the Employer.

**Section 2. No Lockout**

The Employer agrees that during the life of this Agreement, there shall be no lockout. The Association further agrees that its members shall, in each and every instance, cross the picket line of any other employee organization in order to perform duties as assigned.

**ARTICLE 24  
DISCIPLINE AND DISCHARGE**

**Section 1. Definition of Discharge**

The Employer shall not discipline or discharge an employee without just cause. Discipline shall be administered in a fair and impartial manner with due regard for the circumstances of the individual case.

**Section 2. Progressive Discipline**

In most instances, the Employer will deal with substandard performance and/or conduct through a system of progressive discipline up to and including termination for cause. The merits of the violation will be investigated and a decision regarding appropriate disciplinary action will be based on the facts. In some instances, depending upon the rule violated, certain steps in the progressive discipline system may be bypassed. In general, the Employer will adhere to the following schedule of disciplinary action:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension without pay and/or demotion
- d. Discharge

All disciplinary action shall be documented and placed in the employee's personnel file.

**Section 3. Grievance of Discipline**

With the exception of an oral reprimand, any discipline imposed upon a regular employee may be processed as a grievance through the grievance procedure, so long as the employee has completed the employee's initial probationary period.

**Section 4. Association Representation**

Upon request, an employee has the right to Association representation during any investigative interview in which the employee reasonably believes the interview could lead to discipline or discharge. Upon request, employees will be notified of the subject matter of the interview and allowed to consult with an Association representative before an investigative/Weingarten interview.

**Section 5. Copy of Disciplinary Action**

Employees shall receive a copy of any written disciplinary action placed in the employee's personnel file. The Association shall, upon request, receive a copy of any written disciplinary action that is placed in an employee's personnel file.

## **Section 6. Non-Application to Probationary, Temporary or Seasonal Employees**

This Article does not apply to probationary, temporary or seasonal employees. The Employer may discipline and/or discharge probationary, temporary or seasonal employees at any time for any lawful reason.

## **Section 7. No Merging of Administrative and Criminal Investigations**

The Employer shall not merge criminal investigations with administrative investigations, but shall conduct separate investigations.

The Employer shall not impose disciplinary action based solely upon the criminal investigation. The Employer may review the criminal investigation documentation to determine if the employee has engaged in misconduct pursuant to the terms of this Agreement.

## **Section 8. Administrative Investigations**

The Employee shall cooperate during any investigative process and, when requested by the investigator, shall furnish information or give statements.

The Employer shall permit reasonable breaks during an investigative interview.

Prior to determining discipline, the Employer shall provide the employee with all investigative material to which the employee is legally entitled. The Employer shall permit the employee to review the material and respond before discipline is imposed.

If no discipline is issued, the Employer shall, within a reasonable period of time, inform the employee of the completion of its investigation and its conclusion of the investigation.

# **ARTICLE 25 GRIEVANCE PROCEDURE**

## **Section 1. Exclusive Remedy**

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

## **Section 2. Grievance Defined**

- a) A "grievance" is any disagreement or dispute between the Employer and the Association regarding the interpretation and application of this Agreement.
- b) This procedure shall not be available to probationary, temporary or seasonal employees where disciplinary action or termination occurs.

- c) An oral reprimand given to an employee is not subject to the grievance procedure under this Article. However, an employee may submit a rebuttal memorandum which shall be attached to the oral reprimand when placed in the employee's personnel file.
- d) With the exception of the timeliness provisions set forth in the City's Personnel Regulations, employee performance evaluations are not subject to the grievance procedure under this Article. However, an employee may submit a rebuttal memorandum which shall be attached to the performance evaluation when placed in the employee's personnel file.

### **Section 3. General Procedures**

- a) All written grievances shall be dated and 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 statement of the facts known to the employee and/or the Association supporting the grievance;
  - 4) a list of articles and sections of the collective bargaining agreement 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 advance the grievance to the next higher step. Any grievance not filed by the Association according to the procedures and time frames in Section 4 below shall be deemed to have been waived and shall not be entitled to further consideration.
- c) "Days" as used within this Article is defined as calendar days, unless specified otherwise.
- d) Fax or e-mail delivery of grievances and responses between the Association and the Employer shall be acceptable.
- e) The time limits herein stated may be extended by written mutual agreement of the parties. Such mutual written agreement may be transmitted via US mail, a fax, e-mail or other reliable written electronic communication.
- f) "Class action grievances" shall be defined as grievance affecting more than one union employee. Class action grievances shall be filed at Step 2.

## Section 4. Grievance Procedural Steps

### Pre-Grievance Supervisory Discussion/Attempted Resolution

Prior to filing a written grievance, it is the intent of the Employer and the Association that employees and supervisors shall strive to anticipate and correct any situation that might lead to a grievance and thus, to the fullest extent possible, prevent grievances from happening. The parties recognize, however, that complaints and disputes do arise in the best of work environments and therefore, in order to amicably and fairly bring forth, consider, and adjudicate said grievance, adopt the following procedures:

a) Step 1

- 1) A written grievance shall be filed with the Employer within fifteen (15) days of the date of the disputed action or the date the employee knew or should have known of the alleged violation. Prior to or concurrent with filing of the written grievance the employee and/or Employer may attempt to resolve the dispute informally by speaking with the Chief of Police. Informal discussion is encouraged prior to filing the written grievance. However, the Step One filing deadline is met by filing of the written complaint by the Association with the Chief of Police.
- 2) Within fifteen (15) days of receipt of the grievance, the Chief of Police may meet with the grievant and the Association representative to discuss the grievance and shall provide a written response within fifteen (15) days after receipt of the grievance.

b) Step 2

- 1) If resolution is not reached at Step 1, the grievance may be elevated by the Association to the City Manager within fifteen (15) days of receipt of the Chief of Police's response, or the date the response was due, whichever is earlier.
- 2) Within fifteen (15) days of receipt, the City Manager shall provide a written response.

c) Step 3

- 1) If resolution is not reached at Step 2, the grievance may be submitted by the Association to arbitration in the following manner: Within fifteen (15) days of the Association's receipt of the City Manager's response at Step 2 or the date the response was due, whichever is earlier, the Association may deliver to the City Manager a written demand for arbitration.

- 2) Within fifteen (15) days after receipt of the written demand, the Association and the Employer shall meet in an effort to select an arbitrator.

## **Section 5. Terminations or Suspensions – Entry at Step 2**

Grievances involving the termination of employment or disciplinary suspensions shall be commenced at Step 2.

## **Section 6. Arbitration**

- a) In the event arbitration becomes necessary, the arbitrator will be selected by the Association and the Employer by alternately striking from the United States Federal Mediation and Conciliation Services (Seattle office of FMCS) list one (1) name at a time until only one (1) name remains on the list. The arbitrator remaining on the list shall be accepted by the parties. The Association shall be responsible for contacting FMCS. The cost shall be equally borne by the parties.
- b) The parties shall alternate who strikes first.
- c) Once selected, the Association shall have the responsibility of notifying the arbitrator. The notification letter shall be limited to: (i) informing the arbitrator of the name of the grievant(s), the location of the arbitration hearing, and the number of hearing days needed; and (ii) requesting the arbitrator provide both parties a list of available dates from which to mutually select. Neither party may provide any information to the arbitrator on the general or specific issue(s) of the case prior to the hearing, except as mutually agreed.
- d) The Arbitrator's function is to interpret the Agreement. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall not award or grant any right, privilege, or benefit to the Association or employees not provided for by this Agreement.
- e) Procedural issues shall be reviewed by the Arbitrator during the same proceeding as the underlying merits of the same grievance, unless agreed to otherwise by the parties.
- f) The Arbitrator shall render a written decision within thirty (30) working days of the hearing's completion or after receipt of post-hearing briefs, unless the parties consent to a longer time. The decision of the Arbitrator shall be final and binding upon the parties.
- g) Each party shall bear its own expenses associated with the arbitration. The Arbitrator shall assign his/her fees and expenses to the losing party, i.e. either to

the Association or the Employer. If there is no losing party, the fees and expenses shall be apportioned by the Arbitrator between the parties.

**ARTICLE 26  
FRINGE BENEFITS**

**Section 1. Health Insurance**

Medical and Life Insurance premiums will be provided by the City for all regular full-time employees. Regular part-time employees who work a minimum of 20 hours per week will have the option to obtain medical and life insurance coverage. If they wish to have such coverage, the City will pay a pro-rated portion of the premium that corresponds to the amount of time worked.

**Section 2. PERS**

All regular employees will belong to the P.E.R.S. and will pay a percentage of their salary into the System, according to the position they hold. The City, as a political subdivision will also pay a percentage as required into the System.

**ARTICLE 27  
WAGES**

Level	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Every 2 Years Over 10	
												Step 11	Step 12
VI	Dispatcher I	19.02	19.40	19.79	20.19	20.59	21.00	21.42	21.85	22.29	22.74	23.19	23.65
VII	Animal Control Officer Corrections Officer Dispatcher II DMV Agent/Admin Asst	21.34	21.77	22.21	22.65	23.10	23.56	24.03	24.51	25.00	25.50	26.01	26.53
VIIIA	Corrections Sergeant Dispatch Supervisor	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.27	29.86
VIIIB	Police Officer	26.26	26.79	27.33	27.88	28.44	29.01	29.59	30.18	30.78	31.40	32.03	32.67
X	Police Sergeant	30.59	31.20	31.82	32.46	33.11	33.77	34.45	35.14	35.84	36.56	37.29	38.04

- a) The above base wage schedule will increase by 1% on July 1, 2016.
- b) The base wage schedule in effect on June 30, 2017 will increase by 1% on July 1, 2017.
- c) The base wage schedule in effect on June 30, 2018 will increase by 1% on July 1, 2018.

**ARTICLE 28  
INSTRUCTOR PREMIUM PAY**

- a) Employees assigned as instructors shall be paid six percent (6%) more than their regular hourly rate of pay for:
  - 1) Up to two (2) hours for time spent preparing for the course of instruction; and
  - 2) All (actual) hours worked in presenting the course of instruction.
- b) Employees must seek prior approval of the Chief of Police before engaging in instructor-related course preparation or presentation.

**ARTICLE 29  
FTO DIFFERENTIAL**

Employees assigned as Field Training Officers (FTOs) shall receive a pay differential equivalent to 6% of their regular rate for each hour worked in that capacity.

The Chief of Police shall designate all qualified FTOs.

**ARTICLE 30  
SHIFT DIFFERENTIAL**

- a) Employees who are assigned to a shift that begins between the hours of 3:00 p.m. and 1:00 a.m. shall be entitled to a shift differential for hours worked, as further defined in sections (b) and (c).
- b) Employees who qualify under section (a) will receive a 2% shift differential for hours worked between 3:00 p.m. and 10:59 p.m..
- c) Employees who qualify under section (a) will receive a 3% shift differential for the hours worked between 11:00 p.m. and 6:59 a.m.
- d) In compliance with the Fair Labor Standards Act, for the purpose of overtime computation, shift differentials shall be included in the calculation of the straight time hourly rate of pay.
- e) An employee's shift differential entitlement, as detailed within this article, only applies to hours worked. Shift differential is not paid on hours not worked (e.g., leave of any kind).
- f) An employee temporarily assigned to attend training or a meeting during the hours described in sections (a), (b) or (c) shall not be eligible to receive a shift differential.
- g) An employee voluntarily participating in a paid overtime assignment (e.g., DUI patrols, seatbelt enforcement) during the hours described in sections (a), (b) or (c) shall not be eligible to receive a shift differential. "Paid overtime assignment," as used in this section,



refers to overtime hours that: (i) are voluntary; (ii) are compensated by the City through grants, and (iii) would not otherwise be staffed.

### **ARTICLE 31 K-9 OFFICER PAY**

- a. An employee assigned to canine duties (“K-9 officer”) shall be compensated 8 hours per pay period, for time spent outside of the K-9 officer’s normal shift, to feed, groom and otherwise care (“Care”) for the Dillingham Public Safety Department’s (“Department”) canine at the K-9 officer’s residence.
- b. The Employer and Association agree that 8 hours per pay period constitutes an appropriate amount of time for Care of the canine.
- c. The 8 hours shall be considered time worked within the K-9 officer’s normal shift during a pay period to avoid the accrual of overtime pay for Care. Thus, the K-9 officer shall work 74 hours on-the-job, but be credited with 82 hours per pay period to reflect the time spent on Care for the K-9.
- d. In an effort to maintain adequate shift coverage on the K-9 officer’s scheduled work days, the K-9 officer’s tour of duty shall begin one-half hour later and end one-half hour earlier as part of the 8-hour compensation for Care.
- e. The eight (8) hours shall be paid based upon the K-9 officer’s regular hourly rate of pay.
- f. To the extent that the K-9 officer’s on-the-job hours exceed 74 hours per pay period, overtime will be paid as required under the Fair Labor Standards Act. All overtime must have the approval of the Chief of Police or his/her designee.
- g. At the end of each pay period, the K-9 officer will document the eight (8) hours referenced in paragraph (a) on his/her timesheet, and designate such hours as “K-9 Care.”
- h. The Employer retains the sole discretion with respect to its continued use of the canine in the Department. Should the Employer discontinue such use, the terms of this article will no longer apply.

### **ARTICLE 32 ACTING IN A HIGHER CLASSIFICATION**

#### **Section 1. Acting Assignment**

An employee assigned to perform the duties of a position in a higher pay range for fifteen (15) consecutive calendar days or more shall be paid at the first step of the higher pay range or be granted a one-step increase, whichever is higher, for the full period worked in the temporary assignment.

## **Section 2. Interim Assignment**

An employee assigned to fill a vacant position in a higher pay range shall be paid at the first step applicable to the vacant position or be granted a one-step increase, whichever is higher. Such compensation shall commence on the effective date of the assignment and continue until the position is filled or eliminated.

## **ARTICLE 33 OFF DUTY TELEPHONE CALLS**

### **Section 1.**

When an employee 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 employee will be compensated for one-half (1/2) hour, or the actual time spent on the telephone call, whichever is greater.

### **Section 2.**

Multiple calls during the same one-half hour period will be considered as one call. The employee may receive one-half (1/2) hour compensation for up to three separate and distinct phone calls during an off-duty period. An employee will not 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.

### **Section 3.**

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.

## **ARTICLE 34 OVERTIME**

### **Section 1.**

The Employer shall pay overtime at a rate of one and one-half times the employee's regular rate of pay.

### **Section 2.**

Hours worked for purpose of computing overtime shall comply with the Fair Labor Standards Act (FLSA), including any amendments thereto.

**Section 3.**

All overtime must have the approval of the Chief of Police or his/her designee with respect to its performance.

**ARTICLE 35  
UNIFORMS AND EQUIPMENT**

The Employer shall provide employees with all required uniforms and equipment.

The Employer shall provide all qualified and/or certified patrol members the following items:

1. 2 sets of pants
2. 2 sets of long sleeve shirts
3. 2 sets of short sleeved shirts
4. 1 winter jacket with hood and liner
5. Knit hats/beanies
6. 1 Duty Belt
7. 1 Internal or External Vest Carrier with Current Ballistic Plates
8. Handcuffs and handcuff cases
9. Baton
10. Holster
11. Magazine pouch
12. Taser
13. Duty weapons
14. OC Spray
15. Audio/video recorders
16. Duty Belt Keepers (4 total)
17. Camera

**ARTICLE 36  
SUPERSEDING EFFECT OF THIS AGREEMENT**

To the extent they are not inconsistent with the terms of this Agreement, the "City of Dillingham - Personnel Regulations - Personnel Policies and Procedures Manual," SOP's, OPM's, or other directives shall apply to all employees covered by this Agreement.

**ARTICLE 37  
REVISIONS TO PERSONNEL RULES**

The City may revise the Personnel Rules provided such revision is not inconsistent with the terms of this Agreement and so long as the City fulfills its legal bargaining obligations with respect to mandatory subjects of bargaining.

**ARTICLE 38  
LETTERS OF AGREEMENT**

Nothing in this Agreement precludes the parties from amending this Agreement by written mutual consent of the parties at any time.

**ARTICLE 39  
SAVINGS CLAUSE**

**Section 1. Violations**

If an article or part of an article of this Agreement should be decided by a court of competent jurisdiction or by mutual Agreement of the Employer and the Association, to be in violation of any federal, state or local law, or if adherence to or enforcement of an article or part of an article should be restrained by a court of law, the remaining articles of this Agreement shall not be affected.

**Section 2. Replacement**

If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is in violation of federal, state or local law, the parties to this Agreement shall meet at reasonable times and confer in good faith with respect to matters affecting this Agreement.

**Section 3. Federal Regulations**

Should this Agreement or any section or article be found in violation of federal regulations where compliance is required for receipt of federal funds, the Employer and the Association shall meet at reasonable times and confer in good faith with respect to matters affecting this Agreement.

**ARTICLE 40  
COMPLETE AGREEMENT**

The parties agree that this Agreement shall constitute the sole, entire agreement by the parties, thereby revoking all previous agreement, understandings, practices, policies, and precedents, except as provided in this document.

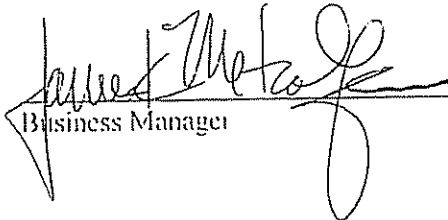
**ARTICLE 41  
DURATION**

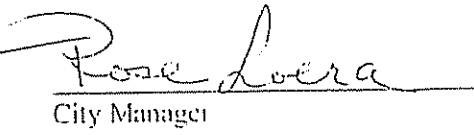
This Agreement takes effect on July 1, 2016, and will remain in full force and effect through June 30, 2019. Terms and conditions of this Agreement may be amended or changed at any time during the term of this Agreement upon mutual written consent by the parties. The parties agree that any negotiated collective bargaining agreement requires the approval of the City of Dillingham City Council on behalf of the Employer and requires ratification by the employees in the bargaining unit on behalf of the Association.

Signed this 17 day of June, 2016

For the Union:

For the City:

  
Business Manager

  
City Manager