

BARGAINING AGREEMENT

Between the

CITY OF SEWARD

Seward, Alaska

And the

ALASKA PUBLIC EMPLOYEES ASSOCIATION

Representing the

SEWARD PUBLIC EMPLOYEES ASSOCIATION

January 1, 2022 – December 31, 2022

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ARTICLE 1 - PREAMBLE AND PURPOSE

This Agreement is made and entered into between the City of Seward, hereinafter referred to as the "City," and the Seward Public Employees Association, referred to as the "Union."

The purpose of this Agreement is to set forth the terms and conditions of employment with the City and to promote orderly and peaceful labor relations.

The parties recognize that the interests of the community and the job security of the Employees depend upon the City's success in establishing proper and cost-efficient service to the community. To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all Employees.

The parties also agree that it is their mutual intent to maintain and strengthen the merit principles in the bargaining unit.

ARTICLE 2 - RECOGNITION AND MANAGEMENT RIGHTS

2.1 Recognition & Rights

The City recognizes the Union as the sole bargaining agent for and exclusive representative of those Employees whose job classifications are set out in Appendix A to this Agreement and have not elected to opt out of representation for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment. The City shall not negotiate, confer, or handle grievances with any Employee organization other than the Union or its designee on matters concerning unit members of the Seward Public Employees Association.

2.2 Excluded Positions

1. This Agreement excludes from the bargaining unit and does not include any Employee who has exercised their right to be governed by the City and the following classifications:

Assistant City Manager, Executive Assistant to the City Manager, Finance Director, Deputy Finance Director, IT Manager, Deputy City Clerk, Human Resource Officer, Planner, Police Chief, Deputy Chief, Police Executive Assistant, Fire Chief, Deputy Fire Chief, Public Works Director, Street Foreman, Parks and Recreation Director, Park and Campground Operations Supervisor, Library Director, Library and Museum Program Coordinator, Harbormaster, Deputy Harbormaster.

2. If SPEA deems an excluded position should be included in SPEA, a Unit Clarification Petition will be submitted to the Alaska Labor Relations Agency (ALRA).

2.3 Purpose of Bargaining

The City and the Union now enter into an Agreement reached through collective bargaining which will have the following purposes:

1. To promote fair, reasonable, consistent, and safe working conditions.
2. To recognize the legitimate, reasonable employment-related interests of the Union to participate through collective bargaining in the determination of the terms and conditions of Employees' employment with the City.
3. To promote harmonious relations between the City and the Union.
4. To promote individual efficiency in service to the citizens of the City of Seward.
5. To avoid any interference with efficient and safe operation of the City of Seward.
6. To provide a basis for the adjustment of any matter of mutual interest by means of amicable discussion.
7. To contribute to the continuation of good Employee relations and to be in all respects in the best public interest.

2.4 Alaska Labor Relations Agency (ALRA)

Both parties recognize that the Alaska Labor Relations Agency (ALRA) retains its authority to determine bargaining unit assignments. New positions and/or classifications created by the Employer shall be placed in the appropriate bargaining unit consistent with prior ALRA rulings. The SPEA shall be notified of all new job classifications created, or revisions to existing classifications, within ten (10) working days of such action. The notification shall include a copy of the job class specifications. Notification shall be via email and job class specification shall be attached.

No filled position shall be removed from this bargaining unit without written notification to SPEA. If SPEA does not file a written petition with the ALRA challenging the proposed bargaining unit change within fifteen (15) working days of receipt of the notice to SPEA, the Employer is free to take the proposed action.

No filled position shall be changed to exempt or partially exempt status without at least thirty (30) calendar days' notice to SPEA prior to submitting the request to ALRA. Concurrent with the notice, the Employer shall provide a written explanation of the transfer request to SPEA.

2.5 Management Rights

It is recognized that the Employer retains the right, except otherwise expressly provided in this Agreement, to manage the affairs of the City of Seward and to direct its workforce. Such functions of the Employer include, but are not limited to the following:

1. Determine the overall mission and purpose of the City.
2. Determining the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted and the priorities therefor.
3. Determine the overall methods, processes, means, job classification and descriptions, work schedules, work assignments, and personnel by which the work of the City is to be conducted.
4. Direct, supervise, hire, recruit, select, promote, train, evaluate, transfer within a job classification, assign, and schedule Employees.
5. Discipline Employees for just cause.
6. Lay off Employees from duties because of lack of work or funds or under conditions where the City determines that continued work would be inefficient or nonproductive.
7. Establish reasonable work rules, assign the hours of work, and assign Employees to shifts of its designation.
8. Adopt policies, 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 City.
9. Contract out work if no Employee covered by this Agreement will be laid off or have their hours of work cut.
10. Develop and/or modify job descriptions.

2.6 Contracting Work

It is the general policy of the City to continue to utilize its Employees to perform the work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary, in the interest of efficiency, improved work product, economy, or emergency, as long as no Employee covered by this Agreement will be laid off or have their hours of work cut.

ARTICLE 3 - UNION MEMBERSHIP AND DUES

3.1 Membership Requirements

Any eligible Employee who is or becomes a member of the Union during the life of this Agreement shall remain a member during the term of the Agreement, except that such individual may withdraw from membership upon serving thirty (30) calendar days written notice to the Union and Employer. Any employee who later decides to join the Union may only opt out during either the thirty (30) calendar day period immediately preceding the annual anniversary date or the scheduled termination date of this Agreement, or the thirty (30) calendar day period immediately preceding the anniversary date of the individual's most recent official Membership Application and Dues Deduction Authorization form(s). No employee may join the Union while subject to an active disciplinary investigation or has a reasonable belief that a disciplinary investigation is imminent; during the grievance process; or for the purpose of filing a grievance.

The City will provide the name, personal email, personal phone number, address, and job title of a new eligible Employee twenty-four (24) hours before the new Employee's start date. The new Employee will have ten (10) working days from their start date to opt-in or out of the Union. The Union shall provide the Employee with a copy of this Agreement. The City will provide the Union with a copy of the membership form and/or opt-out form.

3.2 Dues/Fees

Upon written authorization of an Employee on a form provided by the Union, the City shall deduct from the Employee's paycheck the monthly amount of union dues or agency fees and transmit such amount to the Union.

1. Membership Dues: Membership dues and fees for Employees who join the Union shall be collected in accordance with the bylaws of the Union.
2. Voluntary Agency Fees: Employees covered by this Agreement who choose to become a Voluntary Agency Fee Payer shall have such fees collected in accordance with the bylaws of the Union.

3.3 Payroll Deductions

1. The payment of membership dues or voluntary agency fees shall commence with the first payday of the month after thirty-one (31) calendar days following the initial date of employment.
2. The City shall promptly pay to the Union those authorized membership dues/agency fees deducted from Employee wages each month. Employees, who choose to change their status from membership to a voluntary agency fee payer or to a non-member, may do so after written notice to the Union and the City Administration. Such status change shall become effective immediately based on the date of the written notice. Any adjustments to the deductions shall occur at the next full pay period.

3.4 Union and Employee Responsibility

This Agreement is binding for every Employee in the bargaining unit. Each Employee, individually and collectively, accepts full responsibility for carrying out all the provisions of this Agreement. The Union agrees that it shall actively dissuade absenteeism and tardiness, all forms of illegal harassment, and any other practices which may hamper the City's operation. The Union will support the City's efforts to eliminate waste and inefficiency, to improve the quality of work, and to promote harmonious relations between the City and Employees. The Union shall make every effort to see that Employees obey all City workplace policies, procedures, rules, and instructions which are not in conflict with the terms of this Agreement.

3.5 Union Representatives and Activities

1. The Union may have six (6) Employee Representatives who shall be authorized to handle complaints and grievances arising under this Agreement. The Union shall provide to the City a list of all authorized Employee Representatives. The Union may designate different Employee Representatives at any time within thirty (30) calendar days written notice to the City Administration.
2. An Employee Representative may make reasonable visits within the work area the Employee represents for the purposes of handling specific complaints and grievances arising under this Agreement. The Employee Representative shall first notify and obtain the approval of the Department Head in advance of such visit, advising the Department Head where the Employee Representative shall be and how long the Employee Representative anticipates such visit shall take. The Employee Representative shall arrange such visits to occur at times when they will least impact City operations and the performance of work. Prior to conducting such visit, the Employee Representative shall fill out the appropriate time record recording the time the Representative left the work assignment/area. Upon concluding the visit, the Employee Representative shall promptly notify the Department Head that the visit was concluded, and that the Representative has returned to the work assignment/area, at which time the

Representative shall record on the appropriate time record that the visit has concluded. All time spent on such visits shall be designated on the time record as Union Leave and deducted from the appropriate Union Leave account.

3. The Union may have representatives who are not Employees of the City who also shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area for the purpose of administering this Agreement at reasonable times upon advance approval of the City Administration or designee. Such approval will not be unreasonably denied. The Union shall arrange such visits to occur at times when they will least impact City operations and the performance of work. The Union shall provide to the City a list of all such authorized representatives.
4. During working hours, the Employee Representative may handle complaints and grievances arising under this Agreement with the proper City Representative. These visits shall be scheduled, held and accounted for in the same manner and in accordance with the procedures set forth in Section 2 above. Employee Representatives will not leave their work duties during emergency or critical situations.
5. Upon the concurrence of the Department Head and when the normal flow of work will not be unduly disrupted, the Employee Representative will be allowed to confer periodically and for a reasonable length of time with Employer Representatives to work out solutions to problems on matters not deemed critical but which, because of convenience to both management and labor, can be moved toward resolution. These visits shall also be scheduled, held and accounted for in the same manner and in accordance with the procedures set forth in Section 2 above.

3.6 Union Leave and Leave Bank

1. Employees granted Union leave shall be paid for their leave time from the Union Business Leave Bank as set out in Subsection 2 below, so long as there is accumulated leave in the bank. The City shall not be obligated to compensate the Employee Representatives for any time spent on Union leave. The hours spent on Union leave will not be counted as hours worked for purposes of computing overtime. Union leave shall be granted in the following manner:
 - a. No more than six (6) Employee members of the Union negotiating committee shall receive Union leave for all time necessary for the conduct of contract negotiations, including reasonable time for negotiating committee meetings outside of the negotiations themselves.
 - b. Union leave shall be granted for all reasonable time necessary to process grievances, including arbitrations, for grievants, Employee Representatives and elected Union officers who may be involved, and witnesses.

- c. Employee Representatives shall be granted up to five (5) workdays per calendar year of Union leave to attend Union sponsored training.
- d. Elected Union officers shall be granted a reasonable amount of Union leave for the purpose of conducting Union business. Such time shall not normally exceed four (4) hours per week.
- e. Union leave will not be unreasonably denied. However, it is understood and agreed that such leave may be denied if the Employee's services are needed by the City. Requests for association business leave will normally be made through the Union President or designee. The Union will endeavor to give as much notice as possible for business leave.

2. Union Business Leave Bank

- a. There is hereby created a Union Business Leave Bank which shall be administered by the Employer with records kept by the Employer. The Bank shall be established by an automatic transfer each January 16 of two (2) hours of PTO leave from the leave account of each Employee in the bargaining unit. If an Employee does not have two (2) hours of PTO leave as of January 16, the two (2) hours shall be transferred when the Employee has accrued them. The Bank will be used consistent with the terms of this Article.
- b. The Union may cancel the automatic leave deduction for any year in which enough cash is available for purposes of the Bank.
- c. The Employer agrees that reasonable effort will be made to release Employees consistent with the terms of this Article. However, the parties recognize that situations may arise that prevent representatives from being released.

3.7 Meeting Space

Where there is available meeting space in City owned facilities, such space may be used for meetings by the Union at no cost to the Union with a written reasonable notice to the City. Approval shall not be unreasonably denied.

3.8 Bulletin Board

The Union shall have the right to use bulletin board space at mutually agreeable locations for the purposes of posting Union information. The union contract and union calendar shall be placed in all city Employee break rooms and shall be plainly visible.

ARTICLE 4 - JOB CLASSIFICATION, JOB DESCRIPTIONS & PAY PLAN

It is the obligation of the City to establish and maintain a classification system and a pay plan.

4.1 Classification Rights and Duty

1. The City shall have sole authority and duty to establish, decide, determine, and designate all occupational classifications it has to offer Employees, including the right to establish new classifications, reclassify, change, consolidate or abolish existing classifications at any time, and to determine job content, duties and responsibilities. The City shall also have the authority to allocate and reallocate positions.
2. The City may establish new classifications and rates for classifications. The City shall notify the Union when any new classification is established within ten (10) working days of such action. The notification shall include a copy of the job class specifications. Unless otherwise agreed by the parties, notification shall be via email and job class specification shall be attached. In the event the Union, within five (5) calendar days thereafter, notifies the City in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties. The rate shall be effective as of the first date Employees were assigned to the classification.

4.2 Job Descriptions

The City shall maintain job descriptions which identify essential functions but are not inclusive of every duty of a position. Job descriptions shall include a statement of qualifications consistent with Section 4.4 below. The City will notify the Union of proposed changes to Job Descriptions which will impact Employees currently employed in the affected position(s) within ten (10) working days prior to being adopted. The notification shall include a copy of the job class description. Notification shall be via email and job class specification shall be attached. In the event the Union, within five (5) calendar days thereafter, notifies the City in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties.

4.3 Duties of Employees

An Employee may be required by the City to perform the duties described in the job description for the Employee's class as well as any other duties which the Employee has the skills and qualifications to perform.

4.4 Qualifications Statements

The qualifications statements in each job description establish minimum requirements that must be met by an individual before consideration for appointment or promotion to a position. Common alternative combinations of education, training or experience are specified in the job description.

4.5 Job Titles

1. Official Job Titles: Each position shall have an official job title which is specified in the classification plan and is used to identify each individual position. The official job title shall be used to designate positions in all budget estimates, payroll documents, and personnel records and reports.
2. Working Job Titles: For all purposes other than those described in Subsection 1 above, any suitable working job title may be used.
3. Position Levels: The job titles are generally indicative of the work of the position and of the level of its importance and responsibility. Where Roman numerals or numbers are affixed at the end of a title to indicate level within an occupation subseries, the higher numbers represent the higher levels.

4.6 Review of Job Classifications and Job Classes

1. The City Manager shall provide for a systematic and periodic review of classes of positions if the City Manager determines, in his or her sole discretion, that duties, responsibilities, and authority have changed substantially, or other conditions, including but not limited to an Employee request for review, warrant such a review. The City Manager shall allow the Union and Employees to provide input into such a review.
2. When an Employee, or the Union acting on the behalf of an Employee, feels that the duties and responsibilities of his/her position are not accurately reflected in the job description, the Employee or the Union will provide a written request in writing to Human Resource Officer to re-analyze the job description.
3. The Union may appeal in writing the findings of the Human Resources Officer to the City Manager within ten (10) working days. The City Manager will render a decision within thirty (30) working days.
4. The Union may request not more than three (3) studies of significant substance under Subsection 2 above in a calendar year.

4.7 Wage Schedule

The pay plan shall include the schedule of pay ranges, consisting of minimum, intermediate, and maximum rates of pay for all positions. The development of the pay plan shall be directly linked with the classification plan and shall be based on the principle of equal pay for equal

work. The City Administration shall be responsible for developing the pay plan and pay schedule.

- a. Wage schedules are posted in Appendix B.

ARTICLE 5 - PERSONNEL ACTIONS

5.1 Personnel Actions

The City shall have the sole and exclusive right to make appointments, including but not limited to recruiting, examining, selecting, promoting, and transferring Employees of its choosing and to determine the times and methods of such actions. The City retains the right to fill any position from outside the bargaining unit, although the City recognizes the benefits of selecting a qualified Employee covered by this Agreement who has applied for a vacancy. All personnel actions shall be documented.

5.2 Definitions

1. "Appointing authority" means the City Manager, except that the City Clerk shall be the appointing authority for all positions in the City Clerk Department.
2. "Department Head" means each of the following: The Finance Director, the Manager of Engineering and Construction, the Manager of Electric Utility, the Public Works Director, the Harbormaster, the Chief of Police, the Fire Chief, the Director of Parks and Recreation, and the Library/Museum Director.
3. "Personnel officer" means the Human Resource Officer.
4. "Exempt employee" means an employee whose position is classified under the Fair Labor Standards Act (FLSA) as an executive, professional, or administrative position. These positions are not subject to overtime compensation.
5. "Regular employee" means an employee in a regular position, full-time or part-time, who has successfully completed all probationary periods and is not a temporary, seasonal, on-call, or emergency employee.
6. "Regular position" means a position which is expected to exist for more than nine (9) months.
7. "Full-time employee" means an employee who regularly works forty (40) hours per week.
8. "Part-time employee" means an employee who regularly works one (1) to thirty-four (34) hours per week.

9. "Probationary employee" means an employee who has not yet completed the probationary period imposed (reference the article not the code).

5.3 Job Announcements

1. The City shall post all bargaining unit position job openings, whether newly created or vacant, at mutually agreeable locations in each department for a period of five (5) calendar days prior to the expiration date for submission of applications. The posting timeframe may be shortened when required by circumstances beyond the City's control or where necessary to ensure the continuity of City operations. Justification must be provided in the announcement and to the union.
2. All qualified bargaining unit members who hold regular status and submit an application for a posted vacancy will be considered for any job vacancy covered by this Agreement along with any other applicants.
3. Qualified Employees covered by this Agreement who apply for any vacancy shall be granted an interview for the position. The City acknowledges the value of current Employees and agrees to give Employees who interview for a vacant position full and fair consideration.

5.4 Types of Appointments

1. Emergency Appointment: The appointing authority may authorize emergency appointments not to exceed thirty (30) calendar days without recourse to usual certification procedures. Such appointments shall be made only in cases of an unforeseen emergency and when necessary to prevent impairment to City services. Emergency appointments are not entitled to any benefits.
2. On-call Appointment: Employees may be hired on an on-call basis upon the recommendation of the Department Head and approval of the City Manager. On-call appointments may be for no more than 180 calendar days.
3. Probationary Appointment: All appointments to positions in City service, including new hires, rehires, demotions for disciplinary reasons, and promotions shall be on a probationary basis. Length of probation period for a regular full-time employee is 180 calendar days unless probation is extended.
4. Regular Appointment: A regular appointment occurs after an Employee has satisfactorily completed a probationary appointment to the position.

5. Temporary Appointment/Seasonal Appointments:

- a. Temporary appointments shall not exceed nine (9) consecutive months. No temporary employee shall work more than nine (9) months in a calendar year.
- b. Seasonal Appointment: Seasonal appointments shall be made on a seasonal basis with the expectation that the Employee will return to their position consistent with the City's needs, although the hiring will be temporary pursuant to Temporary appointments. No Employee shall have the absolute right to continue employment in any particular position.
- c. Employees hired on a temporary or seasonal basis with prior City work status may be given preference for re-employment for the same position on the recommendation of the Department Head and approval of the City Manager. Job announcements for temporary or season positions shall contain notice that persons with priority City work status may be accorded preference for re-employment.

6. Term Appointments: The appointing authority, or a Department Head with the approval of the City Manager, may appoint term employees. A term employee is an employee in a position, full or part-time, that is designed for a specified period of time of more than nine (9) months and less than two (2) years for a specific purpose or project. A person hired for a term appointment shall be hired under the same provisions and have the same benefits as a regular employee, except that a term employee appointed to a position of less than one year shall not accumulate annual leave or be authorized military or education leave. However, annual leave shall be credited retroactive to the date of term appointment if a term employee is appointed as a regular employee without a break in service as an Employee of the City.

7. Acting Appointment / Temporary Assignment:

- a. An acting appointment is made when a qualified Employee may be required to serve temporarily in a higher-level position.
- b. Time in an acting appointment may be counted toward experience for the class of position
- c. Employees filling an acting assignment shall not be asked or allowed to do jobs or tasks that they are not adequately trained or licensed to do. An Employee who obtains an acting appointment shall not always be required to perform all the duties and responsibilities assigned to the incumbent. The duties and responsibilities that are assigned to the Employee who has obtained the acting appointment shall be determined by the City Administration.

- d. When an Employee is temporarily assigned to a position with a higher pay range for a period of at least three (3) consecutive days but less than thirty (30) days, they shall be compensated above their base rate by ten percent (25%). If an Employee's base rate is the maximum of the pay range, they shall be compensated above the maximum pay step by ten percent (25%). If the assignment is for a period of thirty (30) calendar days or more, they shall be paid at the first step of the higher pay range or they shall be given a ten percent (25%) increase as provided in the preceding sentence, whichever is higher, for the full period worked in the temporary assignment. An Employee who is temporarily assigned to a position with a lower pay range for any period shall not receive a reduction in pay. An Employee acting in an exempt position will still receive their hourly rate plus ten percent (25%) and will be paid for overtime at time and a half.

5.5 Promotion

A promotion is the filling of a vacancy by the advancement of an Employee from a position having a lower pay range. Promotions shall be based upon qualifications. All promotions shall be advertised for seven (7) days to all City Employees. All qualified City Employees shall be allowed to apply and complete the interview process before the position is posted to the public.

5.6 Transfers

A transfer is the lateral movement from one bargaining unit position to another position in the same or a parallel class in the same pay range without any break in service. The transfer may be within a department, or from one department to another. An Employee must meet the minimum qualifications for the position the Employee transfers to.

1. Voluntary Employee Requested Transfer: An Employee may request a transfer within or between departments by submitting the request in writing to the City Administrators. The request must include a current job application providing evidence of qualification for the requested position. Upon approval of the City Administration, or designee, and before completion of any transfer, the Employee shall be notified in writing of any change in status, including pay step, anniversary date, length of service, and requirement for serving a probationary period.
2. Reasonable Accommodation: A transfer may be offered to a qualified Employee with a disability under the Americans with Disabilities Act. Failure to accept an offered transfer in this situation may result in administrative separation if the Employee is unable to perform the essential functions of his/her current position without accommodation and if the Employer can demonstrate that an accommodation would impose an undue hardship.

ARTICLE 6 - PROBATIONARY PERIODS

6.1 Newly Hired Positions

1. The probationary period for full time positions is one hundred and eighty (180) calendar days.
2. The probationary period for part-time positions is five hundred and twenty (520) hours of consecutive service.
3. Probationary appointments entitle a newly hired Employee to the same benefits available to an Employee who has obtained a regular appointment, subject to the conditions of the benefit plans, and unless otherwise specified in this Agreement.
4. The Employee shall acquire regular status on the first working day following completion of the probationary period unless action is taken to separate the Employee or to extend the probationary period in writing prior to the end of the probationary appointment. The probationary period may be extended for a period of time not to exceed ninety (90) calendar days. Such an extension does not affect or change the initial hire anniversary date with the City for the Employee.

6.2 Probationary Period after Promotion

1. Regular Employees who are promoted shall serve a new probationary period of one hundred and eighty (180) calendar days in the new position. An Employee who holds regular status in any position and who subsequently accepts a promotion to a new position retains return rights to return to the last position in which Employee held regular status if the position is vacant when the employee requests to return. The Employee may exercise these rights voluntarily at any time prior to completion of probation in the new position or upon notification that Employee has failed to satisfactorily complete probation in the new position. An Employee who exercises this return right shall not be required to serve a probationary period in a position where the Employee has already held regular status. Return rights do not apply to an Employee disciplined for just cause.
2. Unless the continuity of City services is at risk, the promoted Employee's previous position will not be filled for fourteen (14) days in order for the newly promoted Employee and the City to determine if the promotion is a proper fit. Either the Employee or the City can invoke return rights to the Employee's previous position during this time for any reason or no reason.
3. A promoted Employee who returns to a previous position, regardless of the reason, will be returned to the range and step the Employee held prior to promotion.

4. Employees who promote or transfer out of the bargaining unit have no rights to return to their former bargaining unit position.
5. Promotional probationary employee means an employee who has not successfully completed a probationary period for a position into which the employee was promoted or hired.

6.3 Probationary Period after Demotion

When a Regular Employee is demoted for a non-disciplinary reason to a position in a job classification where the Employee had previously completed a probationary period, no probationary period shall be served. When a Regular Employee demotes into a position that the Employee has not previously held regular status, the Employee shall be placed on a six (6) month probationary period.

6.4 Discipline or Separation During Probationary Period

At any time during the probationary period, a newly hired Employee serves "at will" and may be disciplined or discharged for any reason or no reason. Just cause is not required for any form of discipline or separation during the probationary period under these circumstances.

ARTICLE 7 - PERFORMANCE EVALUATIONS & PERSONNEL FILES

7.1 Performance Evaluations

The primary purpose of the Employee performance evaluation program is to inform Employees how well they are performing and to offer constructive criticism on how they can improve their work performance. Performance evaluations shall also be considered in decisions affecting salary advancement, promotions, reassignments, dismissal, and training needs.

7.2 Periods of Evaluations

1. End of Probationary Period: Each Employee shall be evaluated within ten (10) working days prior to the completion of their probationary period. If the probationary period ends without being extended or the employee being terminated, it is assumed the Employee performance is satisfactory even if a performance review is not completed, and shall receive their pay increase.
2. Annual: Each Employee shall receive an annual performance evaluation. (see 7.3.5)
3. Special: A special performance evaluation may be completed when there is a significant change either upward or downward in the Employee's performance.

7.3 The Evaluation Process

1. Rating Officer: The rating officer shall be the Employee's immediate supervisor. The rating officer shall be responsible for completing a performance evaluation on the form provided and approved by the City. In the case of unsatisfactory performance, the rating officer will include written comments as to the remedial actions required by the Employee. The completed evaluation shall be discussed with the Employee, and the Employee will be allowed to add comments if desired. After the discussion is completed, both the rating officer and the Employee shall sign the completed evaluation form, but such form shall not be considered incomplete or invalid because the Employee fails or refuses to sign it.
2. Reviewing Officer: The reviewing officer shall be the rating officer's immediate supervisor. The reviewing officer shall review the performance evaluation completed by each rating officer under their jurisdiction before the report is discussed with the Employee. The reviewing officer shall consider the performance evaluation completed by the rating officer when evaluating the rating officer's performance.
3. The Employee shall be allowed five (5) calendar days to prepare written comments which will become part of the evaluation. No further comments or changes may be made on the form by management after it has been submitted to the Employee for final signature. The original performance evaluation shall be filed in the Employee's personnel file with a copy of the final document provided to the Employee.
4. Employees who receive an overall rating of "unsatisfactory" on their annual evaluation shall not be eligible to receive a step increase. Any unsatisfactory performance evaluation will require review and concurrence by the City Manager.
5. When an annual evaluation is not completed and discussed with the Employee within thirty (30) calendar days following the Employee's anniversary date in a position, it is assumed the Employee is meeting performance expectations, unless shown otherwise by substantial evidence. If a performance evaluation is not completed timely through no fault of the Employee, it is assumed the Employee performance is satisfactory, and shall receive their pay increase.

7.4 Personnel Files

1. The City shall maintain a confidential personnel file for each Employee in the Human Resources office. No confidential or protected information will be maintained by any individual City department unless specifically identified within this Agreement or required by law.

2. An Employee shall have access to their personnel file in a reasonable period of time following notice to the Human Resources office. Employees shall also be provided a copy of the Employee's personnel file, or any parts thereof, within a reasonable period of time following the Employee's request for a copy.
3. The Union, or any other third party, shall have access to an Employee's personnel file only upon written authorization by the Employee specifying what files or documents the Union or third party may review.
4. Nothing in this Section precludes the City from releasing an Employee's personnel file as required by law or a court order.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.1 General Policy

1. All Employees shall be informed of applicable standards of performance and personal conduct. All City Employees shall have in their possession a copy of an up-to-date personnel regulations manual.
2. All disciplinary actions shall be documented in writing and presented to the Employee and placed in the Employee's personnel file. The letter shall be reviewed with the Employee and sincere efforts shall be made to obtain agreement with the Employee that facts are stated correctly that the inappropriate or incorrect behavior did occur, that it represents behavior that should be disciplined, that the discipline is appropriate and that the behavior shall not be repeated. If agreed errors are found, the letter shall be revised and again reviewed. Comments of the Employee shall be entered under the appropriate heading.

8.2 Disciplinary Action Procedure

1. Regular Employees: The City shall notify SPEA Employees of meetings to be held that may result in discipline in writing. The notification shall include the purpose of the meeting, the date, time, and place that the meeting will be held, and that the Employee has the right to request Union representation. Also, the notification will allow twenty-four (24) hours as described in Section 8.3(2) to arrange for appropriate representation to be secured if the Employee so desires. No Regular (non-probationary) Employee shall be disciplined without just cause. The City will follow the principle of progressive discipline at the appropriate steps and as applicable. Progressive discipline steps may include but are not limited to:
 - a. oral reprimand (memorialized in writing);
 - b. written reprimand;

- c. suspension without pay;
 - d. demotion; or
 - e. dismissal.
2. Probationary Employees: At any time during the probationary period, a new or rehired Employee may be disciplined or discharged for any reason or no reason. Just cause is not required for any form of discipline or separation during the probationary period.
 3. Mitigating circumstances may be considered when evaluating a just cause disciplinary situation, to include the Employee's past performance, length of service, and existence of past discipline.
 4. A Bargaining Unit Member will have the right to examine his or her personnel files. Reasonable requests for copies of material contained in personnel files will be honored. Upon written request to the City Administration, disciplinary material may be removed after two (2) years. In the event the requested material is not removed, the bargaining unit member will be informed of the reasons why and the conditions necessary for its removal.

8.3 Right to Union Representative During Investigative Interview

1. Employees will be entitled to their *Weingarten* rights when answering questions asked by their supervisor or by a City representative, when they believe their response to the question(s) could lead to their being disciplined or terminated or adversely affect their personal working conditions.
2. Employees shall be given twenty-four (24) working hours' notice of a disciplinary interview, so they can arrange to have their Union representative present.
3. The City will provide a copy of notices of a disciplinary interview to the Union President and the APEA/AFT Field Representative.

8.4 Just Cause

“Just cause” means that justification exists for a proposed disciplinary action. “Just cause” includes, but is not limited to, the following:

1. Insubordination, including failure to comply with a supervisor's instruction and work assignment.

2. Dishonesty, either verbally, in writing, or in action, including but not limited to falsification of employment application or other City documents and time sheets.
3. Drugs and Alcohol.
 - a. Employees will be terminated for use or possession of alcohol, marijuana or illegal drugs at the work site during work hours. Unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace.
 - b. Employees are encouraged to voluntarily seek professional support for drug or alcohol-related problems. Employees who seek treatment shall discuss the situation with their supervisors if leave time, with or without pay, is required for the employee to obtain treatment or hospitalization.
 1. Supervisors are encouraged to grant leave, with or without pay, for such requests.
 2. When leave without pay is involved, the employee shall provide a statement from the attending physician or counselor to the supervisor, stating that treatment is being received and describing the length of the treatment program.
 3. An employee's job security or promotion opportunities shall not be jeopardized by a request for leave to obtain counseling or treatment.
 - c. In all matters concerning employees' drug or alcohol-related problems, strict confidentiality shall be maintained by supervisors, administrators, and administrative support personnel.
 1. Failure to comply with safety regulations.
 2. Fighting or other disorderly conduct on City premises or while on City business.
 3. Stealing of or unauthorized use of City tools, equipment, or property.
 4. Recurring absenteeism, tardiness, or leaving the worksite early.
 5. Conviction of a crime which damages the image or reputation of the City or conviction of a crime which impairs or compromises the Employee's credibility, eligibility, or fitness for work.
 6. Inefficiency, including waste of working time or materials.

7. Failure to conduct oneself on duty in a cooperative manner.
8. Exhibiting on duty conduct or behaviors which interfere with the Employee's performance or the City's business, operations, or image.
9. Willful violation of any personnel regulations.
10. Violations of applicable state or City laws and regulations concerning ethics and conflicts of interest.
11. Any act or omission which had or will have a material adverse effect on the business, operations, or financial condition of the City.
12. Harassment of other Employees or the public.
13. Loss of necessary license or required certification for the position.
14. Any other conduct identified in the Seward City Code as grounds for discipline or dismissal from employment; or
15. Any other conduct commonly recognized by reasonable persons as justification for discipline, including dismissal.

8.5 Garrity Rights for Licensed Personnel of Police Department

Uniformed personnel of the Police Department shall be accorded the protections and obligations provided in *Garrity v. New Jersey*, which requires, among other things, warnings concerning right to counsel and the potential uses of statements made in the course of investigatory interviews.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES

9.1 Definition of Grievance

A grievance is a dispute involving the interpretation, application, or alleged violation of any provision of this Agreement. It is the mutual intent of both parties to resolve any differences at the lowest level. All Employees shall be encouraged to bring any disagreements to their immediate supervisor initially to resolve such problems through informal and free communication before the formal grievance procedure begins.

9.2 Procedural Steps

1. All grievances presented at Step 2 of this Article and beyond shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the names of the aggrieved Employee(s); and the remedy sought. All grievances at Step 2 and beyond shall be signed and dated by the aggrieved Employee and/or Union representative. All written answers submitted by the City shall be signed and dated by the appropriate City representative.
2. Grievances involving a disciplinary suspension, or a termination of employment, must be entered into the formal grievance procedure at the Step 2 level.

Step 1: The aggrieved Employee or group of Employees shall present the grievance orally to the immediate supervisor within ten (10) working days of its occurrence, not including the day of the occurrence. Pre-grievance discussion will not extend the ten (10) working day period. The supervisor or department head shall give an oral reply within five (5) working days of the date of presentation of the grievance, not including the date of presentation.

Step 2: Written Grievance to Department Head. The Employee, through the Union, no later than fifteen (15) working days after the event giving rise to the grievance, or fifteen (15) working days after the Employee or Union should reasonably have learned of the event giving rise to the grievance, whichever is later, must submit a written grievance to the Department Head. The Department Head shall give Employee written answer to the grievance within fifteen (15) working days after receipt of the grievance.

Step 3: Written Appeal to the City Administration. A grievance appealing a dismissal of a grievance, or a grievance not settled at Step 2 shall be filed at Step 3. The Employee, through the Union, no later than fifteen (15) working days after a dismissal or the receipt of the Department Head's written answer at Step 2 may file a written appeal of that answer to the City Administration. No later than fifteen (15) working days after receipt of the written appeal, the City Administration, or designee, shall meet with the Employee and the Union representative. The City Administration, or designee, shall give Employee written answer to the grievance within fifteen (15) working days after such meeting, which answer shall be final and binding on the Employee, the Union, and the City, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 9.5 of this Article.

Step 4: Appeal to Arbitration per Section 9.5.

3. Any Step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties.

9.3 Time Limitations

1. If the grievance procedures are not initiated within the established time limits, the Employee shall be considered as having waived his/her right to grieve the particular violation or complaint.
2. Any grievance not taken to the next step of the grievance procedure within the established time limits shall be considered settled based on the last reply made.
3. If the City fails to meet or answer any grievance within the established time limits, such grievance shall automatically advance to the next step.
4. If the grievance hearing before the appeal board under Step 4 of the grievance procedure is not held within ninety (90) days from the date of the hearing request, the grievance shall be considered abandoned and the matter shall end, except if failure to hold the hearing is caused by the City's refusal to meet at any time during that period, it shall be deemed that the City has considered the grievance to be in favor of the grievant and shall resolve the matter accordingly.
5. The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be valid unless it is submitted or appealed within the time limits set forth in this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 2 or beyond, it shall be deemed to have been settled in accordance with the City's Step 2 answer. If the City fails without reasonable cause to request an extension or otherwise communicate with the aggrieved party within the time limits or in the manner set forth in this Article, the Union shall be granted the remedy requested. Any default remedy cannot be used as precedent against the City if a similar situation arises in the future.

9.4 Extension of Time Limits

The established time limits may be extended by mutual consent of the parties involved. Likewise, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties.

9.5 Appeal to Arbitration

Any grievance, as defined in Section 9.1 of this Article, that has been properly and timely processed through the grievance procedure set forth in Sections 9.2 through 9.4 of this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving the City with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with Section 9.6 within fifteen (15) working days after receipt of the written answer of the City at Step 3 of the grievance procedure set forth in Section 9.2 of this Article shall constitute a waiver of the Union's right to appeal to arbitration,

and the written answer of the City at Step 3 of the grievance procedure shall be final and binding on the aggrieved Employee, the City, and the Union.

9.6 Selection of Arbitrator

Unless otherwise agreed, no later than fifteen (15) working days after the Union serves the City with written notice of intent to appeal a grievance to arbitration, the City and the Union shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish to the City and the Union a list of seven (7) qualified and impartial arbitrators. After receipt of that list, the City and the Union shall alternately strike names from the list until only one (1) name remains (the order of striking to be determined by the toss of a coin flipped by the Union Representative and called by the City). The arbitrator whose name remains shall hear the grievance

9.7 Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his or her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the City. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the consent of the City. The written award of the arbitrator of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding on the aggrieved Employee, the Union, and the City.

9.8 Fees and Expenses of Arbitration

The losing party as determined by the arbitrator shall bear the fee of the arbitrator; if, in the opinion of the arbitrator, neither party can be considered the losing party, then such fees should be apportioned as determined by the arbitrator.

9.9 Extension of Time Frames

Time frames for the grievance/arbitration process may be extended only by mutual agreement of the Union and the City.

9.10 Delivery of Grievances and Responses

1. When a written grievance or response is delivered by mail, it shall be sent return receipt requested to the respondent or to the person filing the grievance. When a written grievance or response is hand-delivered, the respondent or the person filing the grievance shall acknowledge receipt in writing of the grievance or response. When a written grievance or response is delivered by electronic communication, a hard copy shall be delivered by mail. Copies of all written responses to grievances at any step shall be sent to the APEA/AFT Field Office in Anchorage.

2. For the purposes of the time frames in this Article, a grievance or response delivered by mail or electronic communication shall be considered submitted on the date of mailing or date of electronic communication, but the time for response or for filing the next step shall not begin to run until the day after actual receipt. A hand-delivered grievance or response shall be considered submitted on the date of delivery, and the time for response or for filing the next step begins to run on the day after that date. If the last day of a time period falls on a Saturday, Sunday, or holiday, the period will be extended until the next business day.

9.11 Sole and Exclusive Nature of Grievance Procedure

The grievance procedures of this Agreement are the sole and exclusive remedies of the Employees of the City of Seward alleging violations of this Agreement and/or any disciplinary actions or complaints.

ARTICLE 10 - SEPARATION/SENIORITY/LAYOFF

10.1 Actions That Constitute Separation from City Service

An Employee shall be separated from City service upon the occurrence of any of the following, including but not limited to, resignation, medical separation, retirement, dismissal for cause, release during probationary period, job abandonment, or layoff.

10.2 Resignations

1. Notice of Resignation: An Employee who desires to resign in good standing shall give at least fourteen (14) calendar days' written notice to their immediate supervisor. Members of the Police and Fire Departments must provide at least thirty (30) calendar days' advance written notice. The period of notice may be reduced or waived by the City upon recommendation of the Department Head. A notice of resignation shall become part of the personnel file. Employees who resign or are terminated shall be paid in accordance with state and federal law.
2. Withdrawal of Resignation: An Employee may withdraw his or her resignation prior to the effective date stated in the notice of resignation only with the written approval of the Department Head and the City Administration.
3. Failure to Give Adequate Notice: Failure to give adequate notice shall be noted on the Employee's separation documents and shall constitute a factor in consideration of any future application for employment with the City.
4. Effective Date of Resignation: The effective date of resignation pursuant to a notice of resignation shall be the last day on which the Employee works.

10.3 Medical Separation

An Employee who is unable to return to work following approved medical leave, with or without pay, shall be separated in good standing from City of Seward employment. Depending on the type of injury or illness, and whether it happened on or off the job, the Employee may be able to take part in either the Long-Term Disability Program with the City of Seward health benefit plan or the Long-Term Disability Plan under the retirement system. Employees are responsible to make themselves aware of the particular requirements in both Long-Term Disability plans and should contact the City if further information is required, beyond what is provided in the plan documents.

10.4 Dismissal for Just Cause

1. The City Manager or Department Head, upon approval of the City Manager, may dismiss a regular Employee for just cause, as stated in Article 8, Section 8.4.
2. The appropriate steps of progressive discipline shall be followed.

10.5 Seniority

1. Seniority means the total length of service and continuous employment with the Employer in positions covered by this Agreement. Employees shall not accumulate seniority during their probationary period. After an Employee has completed their probationary period and has been granted regular status, their seniority shall be dated from the date of their employment. Leave without pay shall not be used in the calculation of seniority.
2. The Seniority of an Employee shall terminate under any of the following conditions:
 - a. When laid off for a period of twenty-four (24) consecutive months;
 - b. When an Employee resigns from employment with the Employer;
 - c. When an Employee is discharged for just cause; or
 - d. When an Employee who is temporarily laid off fails to return to work within fourteen (14) calendar days after written notice by certified mail to the Employee's last known address (or delivered to the Employee personally) requesting such return and, if such Employee fails to notify the City of the Employee's intention to return to work within forty-eight (48) hours after receiving such notification or arrange for a mutually agreeable return date.
3. When it is necessary to reduce the number of employees because of lack of work or funds, or abolition of positions, the department head concerned shall make a thorough

investigation of the problem and report his/her findings and recommendations to the city manager, who shall decide which employees shall be laid off. Analysis of proposed layoffs shall consider first the types of activities to be curtailed and the classes of positions thereby affected. The department head shall then proceed to the selection of individual employees to be released. Employee efficiency shall be the major factor and determining the order that employees shall be released, and consideration shall then be given to employee's length of service with the City. advisability of reassigning Employees in higher classes to lower classes for which they are qualified and laying off those in lower classes shall also be considered. There will be no discrimination based on union membership or lack thereof.

10.6 Layoffs

1. The decision to lay off Employees shall be made solely by the City and shall not reflect discredit upon the services of the Employee.
2. Notice Requirements:
 - a. An Employee shall be given at least thirty (30) calendar days advance notice of a layoff.
 - b. The Union shall be notified in writing of any proposed layoff concurrently with the Employee. The Union and City agree to discuss alternatives to the proposed layoff prior to the effective date of the layoff and to negotiate the effects of any layoff if so requested by the other party.
3. The City shall not lay off an Employee and reclassify their former position with the intention of filling the position with a temporary hire.
4. Layoffs may occur for any of the following reasons:
 - a. reduction in force because of a shortage or reduction of work or funds;
 - b. the abolition of a position;
 - c. change in departmental organization;
 - d. termination of a grant; or
 - e. any other legitimate business reason not inconsistent with the terms of this Agreement.

5. A regular Employee shall be offered a vacant position for which the Employee is qualified in lieu of layoff. The Employee will be subject to the same qualifications review as any new Employee to determine an appropriate wage.
6. A regular Employee retains the right to be recalled to a vacant position in the same or similar job class, in the same or different department that the Employee previously was regularly employed, for one (1) year after the layoff so long as the Employee has indicated that the Employee is qualified and interested and available to return to work.
7. Regular or probationary Employees shall not be laid off while casual/temporary Employees are in a position in the same department for which the regular or probationary Employees meet the minimum qualifications.

10.7 Dismissal Notice or Severance Pay

In the case where a regular Employee who has completed a probationary period is laid off, the City shall give the Employee forty five (45) days' notice or forty five (45) days of severance pay.

10.8 Separation Paperwork

On or before the Employee's last day of work, the Employee shall complete all separation paperwork and return all City property as required by the City.

ARTICLE 11 - PAY AND PAYROLL

The pay plan shall include the schedule of pay ranges, consisting of minimum, intermediate, and maximum rates of pay for all positions. The development of the pay plan shall be directly linked with the classification plan and shall be based on the principle of equal pay for equal work. The City Administration shall be responsible for developing the pay plan and pay schedule.

The parties agree to discuss steps and years of services during the next negotiation cycle, as the parties agree that years of service are important and alternatives to the longevity bonus should be discussed during the next negotiation including possibly reflecting years of service in an employee's range and step.

11.1 Wage Schedule and Pay Rates

1. Wage schedules are posted in Appendix B.
2. Regular rate of pay means the hourly rate of pay actually paid an Employee for normal, non-overtime work week for which he/she is employed.

3. If the City Council adopts an ordinance that freezes wages for all City employees, the parties agree to confer immediately for the purpose of arriving at a mutually satisfactory letter of agreement.

11.2 Starting Rate on Initial Employment

All newly hired Employee's shall begin at Step A within the stated range for their position, unless a higher Step is approved, in advance of the offer, by the Human Resources Administration, the Department Administration and the City Administration using a City approved wage matrix. Before a higher step may even be considered, the applicant must demonstrate experience and/or education beyond the minimum required for the position as specified in the position description.

11.3 Rate of Pay on Promotion

1. When an Employee is promoted from one position to another having a higher pay range, the Employee shall receive an increase of not less than one pay step. If the Employee's current rate of pay is below the minimum rate of the new position, the pay shall be increased to the minimum step of the new position. If the Employee's current rate of pay falls within the range of the new position, the pay shall be adjusted to the next higher pay step in the range for the new position which is at least equal to one step increase above his/her current pay rate.
2. Upon completion of an approved course of education, including training that results in a job-related certification, an Employee will receive up to a five (5) percent increase in pay effective in the next payroll cycle. The Employee shall furnish all relevant diplomas, certificates, transcripts, or other documentation prior to processing. This increase shall endure while the certification or training remains valid. The Department Head shall compile and maintain a list of valid trainings and certifications that meet the requirements of this increase and shall submit the current list for review by SPEA no later than March 15 of every year. An Employee may petition to the City Manager or the City Manager's designee for consideration of an education program that is not on the pre-approved list.

11.4 Rate of Pay for a Reclassification of a Position

In any case where a position is reclassified, the pay step of the Employee occupying the position shall be that step in the new range which will provide the Employee with initial compensation at least equal to the step held in the old range. Anniversary date remains unchanged and no additional probationary period shall be required beyond that required of the position that is reclassified if the essential functions are the same between the old and new classification. In the event the reclassification results in a pay decrease, the Employee's rate of pay shall be frozen.

11.5 Upward or Downward Range Change of a Job Class

In the case of a proposed decrease in the pay range for a class of positions, employees keep their current rate of pay.

11.6 Promotion Following Demotion In lieu of Layoff

If within one (1) year following a demotion in lieu of layoff, an Employee is reassigned back to a position in the former job classification the Employee was in at the time of Layoff, the Employee shall be placed at the same range and step the Employee was paid at prior to the demotion in lieu of layoff.

11.7 Transfers

When an Employee is assigned to a new position in the same class for which the Employee is qualified, the Employee shall be transferred at the step the Employee was receiving, and no probationary period shall be served. The Employee's anniversary date shall remain the same as in the former position.

11.8 Demotion

When an Employee is demoted, the Employee's pay step shall be that step which is determined by the Department Head and approved in advance by the City Administration.

11.9 Completion of Probation

Upon satisfactory completion of the probationary period after initial appointment, the entrance salary of the Employee shall be advanced one step. An Employee will not receive a probationary increase if the Employee was hired at Step B or above initially.

11.10 Annual Step Increase

1. Employees who receive a performance evaluation of average or good to excellent shall receive an annual step increase.
2. A new Employee, after serving a six-month probationary period of satisfactory performance, shall receive a step increase. An Employee who has transferred to a new position and who must serve a promotional probationary period shall receive a probationary step increase upon successful completion of the promotional probationary period. A probationary step increase is a special, one time only, step increase. For an Employee to receive further step increases up to step P, he/she must continue to demonstrate satisfactory service.

3. Anniversary date is the date that an Employee assumes regular status after the successful completion of a probationary period. This date does not change regardless of other personnel transactions, promotions, demotions or transfer that may occur during the course of an Employee's service with the City, except for a period of leave without pay in excess of thirty (30) days, in which case the Employee's anniversary date and length of service date shall advance by the number of days in excess of thirty (30).
4. . Current regular Employees will be placed at the step and pay that reflects actual and credited years of service in their current department. Employees may receive credited service through the evaluation process or advance step placement.
5. In the event of a future wage and/or classification study in which grades and/or steps are changed, no regular Employee may be placed below their current step and pay per article 11.10.4.

11.11 Acting Appointments

When any Employee is temporarily assigned to a position with a higher pay range for a period of at least three (3) consecutive days but less than thirty (30) days, he/she shall be compensated above his/her base rate by twenty-five percent (25%). If an Employee's base rate is the maximum of the pay range, he/she shall be compensated above the maximum pay step by twenty-five (25%). If the assignment is for a period of thirty (30) calendar days or more, he/she shall be paid at the first step of the higher pay range or he/she shall be given a twenty-five percent (25%) increase as provided in the preceding sentence, whichever is higher, for the full period worked in the temporary assignment. An Employee who is temporarily assigned to a position with a lower pay range for any period shall not receive a reduction in pay. An Employee acting in an exempt position will still receive his or her hourly rate plus twenty-five percent (25%) and will be paid for overtime at time and a half.

11.12 Field Training/School Resource Officer

Police Officers, Dispatchers and Correctional Officers assigned Field Training Officer (FTO) and School Resource Officer (SRO) duties shall receive a pay differential of two and one-half percent (2.5%) for each hour so worked as an FTO or SRO. Individuals lacking documentation of attendance at a formalized FTO training program are not eligible for FTO pay.

11.13 Overtime

1. All overtime work by a non-exempt Employee must have the prior written approval of the Department Head. The Department Head shall review the record and certify overtime approved for payment.

2. Non-exempt Employees shall be paid at one and one-half (1.5) times their regular rate of pay for all hours actually worked in excess of their regularly scheduled shift or forty (40) hour consecutive hours without having at least one day off.
3. For employees who are working a 12-hour schedule (4 days on and 3 days off / 4 days off and 3 days on) to work more than 40 hours consecutive without receiving overtime pay. They shall be paid overtime for more than 80 hours worked in a pay period.

11.14 Call-Out Pay

Employees shall receive overtime pay if their normal shift has been completed and after returning home they are "called out" to perform additional work by their supervisor or if the Employee's supervisor requires the Employee to report before Employee's normal shift is scheduled to begin. This "call out pay" shall have a two (2) hour minimum.

Supervisors called off duty for questions from subordinates shall be paid in 15-minute increments of overtime.

11.15 Stand-By Pay

Only Department Heads are authorized to create a stand-by schedule. Employees that are placed on a schedule and must remain available for work after regular scheduled hours shall be designated as Stand-By and receive two (2) hour of overtime at his or her regular rate of pay with a two (2) hour minimum for a call-out. Employees receiving stand-by pay must answer any incoming calls and be able to respond within thirty (30) minutes of the call being placed.

11.16 Stand-By Pay for Police Officers

An Officer will be placed on a schedule and designated as on call, subject to Stand-By Pay 11.15, on Fridays and Saturdays nights when only one officer is assigned to work a shift.

11.17 Shift Differential

Shift differential compensation applies to all Employees of those departments which schedule work twenty-four (24) hours per day who are not exempt from the overtime requirements of the Federal Fair Labor Standards Act on the following bases:

1. Swing shift: The Employee who is assigned to swing shifts shall receive two and one-half percent (2.5%) additional pay to his/her current salary for the period he/she serves on swing shift.
2. Graveyard shift: The Employee who is assigned to graveyard shifts shall receive five percent (5%) additional pay to his/her current salary for the period he/she serves on graveyard shift.

11.18 Payroll and Pay Periods

1. Nothing in this Agreement shall prohibit retroactive pay approved by the City Council or required because of administrative oversight or error as determined by the City Administration. Personnel action implementing any change in status or pay shall be effective upon approval of the City Administration provided such changes are received by the Payroll Office at least ten (10) working days prior to the effective date.
2. The payroll period shall consist of the period from midnight Sunday to the following midnight Sunday. The standard work day shall be midnight to midnight.
3. Each Employee is responsible for a true and accurate reporting of actual hours worked.
 - a. Department Heads, or designee, shall be responsible for providing the information needed to correctly process the payroll.
4. Break in service is defined as at least one (1) entire pay period off.

ARTICLE 12 - HOURS OF WORK

12.1 Hours of Work and Scheduling

1. Regular Hours of Work and Shifts: Regular working hours of City Employees shall consist of a five (5) day week, eight (8) hours a day, forty (40) hours a week. The standard work week shall consist of the period from midnight Saturday to the following midnight Saturday. The standard workday shall consist of the period between midnight and midnight.
2. Modified Schedule: Upon request and with approval of the Department Head, an Employee may work a designated schedule period (e.g. 7:00 a.m. to 6:00 p.m.) during which Employees may select an eight (8) or ten (10) or twelve (12) hour work period, with the approval of their Department Head.
3. Department Heads may, with at least two (2) weeks advance written notice to affected Employees, revise the schedule from an eight (8) hour workday to a ten (10) hour workday or a twelve (12) hour workday or the reverse. Employees shall also have the right to request their schedule be changed from an eight (8) hour workday to a ten (10) hour workday or a twelve (12) hour workday or the reverse. Approval of such a request is at the discretion of the Department Head but shall be accommodated whenever it will not adversely affect the needs of the Department.

4. Employees of the Police Department work a varied shift totaling forty (40) hours or more weekly.
 - a. Employees assigned a 12 hour schedule may work more than 40 hours a week without being paid overtime so long as they do not exceed 80 hours in a two week "work period." Employees will be paid overtime for hours worked in excess of 12 hours worked in a day and in excess of 80 hours in a two-week period.
 - b. All other employees working 12-hour shifts who are not exempt from the overtime requirements of the federal Fair Labor Standards Act shall be paid at time and one half for work over 12 hours in a day or 40 hours in a "work week".
 - c. Employees assigned to work 12-hour shifts shall be assigned to day, swing or grave shift. Shift times may be delegated by the Department Head. Swing shift is paid a 2.5% differential and grave shift is paid a 5% differential.
 - d. If a shift is temporarily adjusted to meet the needs of the department as stated in Seward City Code §3.15.055(b) and ends during the normal scheduled shift, shift differential will be based on the normal scheduled shift and be pursuant to Section 11.17 of the contract.
 - e. Holidays are paid at 8 hours a day at the current rate of pay as stated in Seward City Code §3.50.010. Arrangements need to be made to work 4 hours at the current rate of pay or arrange to take annual leave for 4 hours on the holiday, or pursuant to Article 13 of the contract.
 - f. An annual leave day off is 12 hours of leave.
5. An Employee's work schedule shall normally provide two (2) consecutive days off, unless an emergency situation arises.
6. Nothing in this Agreement precludes Employees from requesting different work hours or a different shift than that designated by the Employee's Department Head. With the approval of the Department Head, flexible work hours may be implemented on a departmental basis to accommodate Employees. The City will endeavor to work with Employees and grant their requests based on seniority and when operational requirements allow.

12.2 Temporary Schedules

Department Heads may implement temporary shifting of Employees' working hours to meet routine needs. Changes of more than thirty (30) minutes may not be approved without a minimum of one (1) week's advance notice to the affected Employees. Nothing in this paragraph precludes temporary changes in Employee working hours in an emergency situation. If the essential functions of a position include emergency response during non-scheduled hours,

refusal to work an alternate schedule or extra hours in an emergency situation without cause could result in discipline, up to and including dismissal.

12.3 Lunch/Break Period

1. Department Heads shall authorize either a one (1) hour or a half (1/2) hour unpaid lunch period to meet operational staffing requirements. Such periods will normally be taken at mid-shift. Employees who are not authorized a specific unpaid lunch period under this Section will be allowed to take lunch when work permits. If, at the City's direction, the Employee works through lunch, the Employee shall be paid for such time.
2. Employees may work straight shifts with no lunch break if approved by the Department Head. Straight shifts will be considered a Modified Schedule and subjected to the terms of Subsection 12.1.2. A straight shift or "working through lunch" is not available on an ad-hoc basis to allow an Employee to "make up time" if he/she is unable to work the regularly scheduled shift for the day.
3. All Bargaining Unit Members are allowed one (1) relief period not to exceed fifteen (15) minutes during the first half of the shift and one (1) relief period not to exceed fifteen (15) minutes during the second half of the shift. Breaks shall not be scheduled to extend the meal break, unless by mutual agreement. The relief period shall be taken in a manner which does not interrupt the flow of work.
4. Police Officers and other first responders get a paid lunch under FLSA because they are required to respond to calls.
5. Any City Employee called out during off hours for four (4) hours or more will be provided a meal onsite, if practicable.

12.4 Changes of Permanent Schedules

All changes to permanent working schedules shall provide those Employees affected at least fourteen (14) calendar days' notice of any such change, except in unforeseen emergency situations or when the Employees waive the need for notice, or they will be paid at time and one-half (1.5) the Employee's regular rate of pay for hours worked during the notice period.

ARTICLE 13 - HOLIDAYS

13.1. Recognized Holidays with Pay

Except for Firefighters, the following days will be recognized as holidays with pay for all Employees in full and part-time positions.

New Year's Day	Veterans Day
President's Day	Thanksgiving Day
Seward's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	
Alaska Day	

and such other days as may be proclaimed by the Mayor, Governor, or President.

13.2 Holiday Falling on a Regular Day Off

When a recognized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a recognized holiday falls on a Sunday, the Monday following shall be recognized as the holiday. When a full-time Employee's regularly scheduled time off falls on a recognized holiday, the City Administration shall allow, if scheduling permits, that Employee to take another day off during the pay period as the Employee's recognized holiday. In such a case, the Employee's timesheet will reflect the holiday on the alternate date, with all other compensable time recorded as per the Employee's normal Schedule.

If the Employee is unable to take the time off, the Employee shall be compensated with regular pay equivalent to the number of hours in an Employee's regular shift in lieu of the holiday. The hours will be recorded on the Employee's timesheet on the date of the recognized holiday. This payment is in addition to and does not impact pay (wages) for hours actually worked during the pay period, whether hours actually worked include a recognized holiday (Section 13.1) or regularly scheduled workdays. This may result in holiday hours entered for a normal day off with no compensable time or holiday hours recorded in addition to actual hours worked on the date of the recognized holiday.

13.3 Computation of Holiday Pay

1. Full-Time Employees: Full-time employees shall receive their regular straight time rate of pay for recognized holidays.
2. Part-Time Employees: Part-time employees shall receive pay for recognized holidays based on their position's percentage of a full-time position.
 - a. The number of hours included in holiday pay is equal to the number of hours in an Employee's regular shift.
3. Holiday during Paid Time Off: A recognized holiday occurring during an Employee's PTO leave shall not be counted as a day of PTO leave.

13.4 Forfeiture of Holiday Pay

Employees shall forfeit their right to payment for any holiday if they are on leave without pay (to include injury, military, or other non-compensable leave status) or have an unexcused absence on the Employee's last regularly scheduled workday before such holiday or on the Employee's next regularly-scheduled workday following such holiday

ARTICLE 14 - PAID TIME OFF/LEAVE

14.1 Paid Time Off ("PTO")

1. Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used.
2. Requests for Time Off
 - a. Requests to take personal leave for other than illness or injury must be requested in writing and require written approval. Leave requests require the prior written approval of the supervisor before any leave is taken. Employees in a probationary status are not eligible to take personal leave (unless the request was approved prior to hire or the leave is requested due to illness or injury as described in Subsection 3 below).
 - b. Employee requests to take personal leave shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's determination of operational needs. The employee's supervisor shall respond to an Employee's request for time off within fourteen (14) calendar days for leave requested thirty (30) days in advance. In the event of multiple requests for the same timeframe, the Department Head may consider the Employee's seniority.
 - c. Personal leave may not be approved for Employees following notice of intended resignation and Employees may not without permission of the Department Head be kept on leave status to "run out" their PTO balance prior to termination.
 - d. Personal leave must be pre-approved, and therefore cannot be used in lieu of tardiness or for a same-day request, except as noted in Subsection 3 below.
3. Requests for time off due to illness and injury.
 - a. When an Employee needs to use personal leave for illness or injury, the Employee shall notify the supervisor of their expected absence not later than the start of the Employee's scheduled shift.

- b. When a member takes three (3) or more consecutive workdays of personal leave due to an illness or injury (not necessarily consecutive calendar days), the supervisor shall require the member to provide a physician’s certificate stating the reason for the absence.

14.2 Leave Accrual Rate

- 1. All Regular Employees holding permanent or probationary status will accrue leave as follows:

Years of Services	Hours Per Year	Hours Pay Period
0 – 2	160	6 2/3
3 – 5	200	8 1/3
6 – 9	240	10
10 – 14	303.33	11 2/3
15 +	347.1	13 1/3

- 2. The minimum numbers of hours of annual leave that must be taken yearly are as follows:
 - a. For personnel with less than three years of service, 40 hours of leave must be used.
 - b. For personnel with three to six years of service, 60 hours of leave must be used.
 - c. For personnel with six years of service or more, 80 hours of leave must be used.
 - d. These limitations shall not apply to new employees until January 1 of the second calendar year following the hire's date.
- 3. It shall be the department head's responsibility to see that each Employee under his/her supervision has taken the minimum annual hours of leave required by this Section. An employee may elect to cash out leave on an hour for hour basis in order to comply with this requirement. The department head shall provide in writing to the city manager the reasons an employee in his/her department failed to take the minimum annual leave hours required. Such letter shall be made a part of the personnel file of the Employee in question. The city manager may waive these leave use requirements.
- 4. PTO accumulated in excess of the maximum of seven hundred twenty (720) hours as established in Section 4 below shall be deducted from the Employee’s personal leave balance and paid as cash.
- 5. Timing of Use - Employees who are entitled to accrue annual leave upon satisfactory completion of their initial probationary period shall receive credit for annual leave

accrued since date of appointment. Probationary employees may use their leave with the department head approves.

6. Leave does not accrue during periods of leave without pay

14.3 Leave Anniversary Date

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

14.4 Maximum Accrual

Unused PTO may accumulate up to seven hundred and twenty (720) hours as of December 31.

14.5 Payment of PTO upon Termination

Upon separation during initial probation, PTO shall not be granted or paid the employee. In other separations, the PTO balance shall be paid in a lump sum based on the employee's regular rate of pay.

14.6 PTO Leave Cash-Out

Employees with at least one (1) year of continuous service with the City may cash out their leave provided they retain at least 240 hours in the bank. The City Administration has the authority to defer a request for up to thirty (30) days if there is a budget shortfall or cash flow problem or any other legitimate business need arises. The Employee shall be notified in writing of the reason for the deferral.

14.7 Donated Leave

Donation of leave to another Employee will be allowed in cases of serious, unforeseen medical emergency circumstances and upon approval by the City Administration. The value of the donated leave time will be computed at the regular rate of pay of the donating Employee and converted into hours of equal value based upon the regular rate of pay of the receiving Employee.

14.8 Military Leave

Employees shall be entitled to military leave in accordance with State law, including but not limited to AS 39.20.340, and Federal law, including but not limited to USERRA.

14.9 Worker's Compensation

1. An employee injured in the line of duty shall be entitled to workers' compensation pay from the city without deduction from annual leave balance for up to six weeks. Retirement benefits, annual leave accrual, and medical insurance coverage shall continue. If an employee receives workers' compensation pay from the insurance carrier during the time he/she is also receiving workers' compensation pay from the city, he/she shall return his/her full workers' compensation pay from the insurance carrier to the city.
2. After six weeks have expired, the employee may elect to use annual leave. At that time the employee will retain his/her insurance workers' compensation benefits. While on annual leave, retirement benefits, annual leave accrual, and medical insurance coverage shall continue.
3. After all annual leave has expired, or if the employee elects not to use annual leave, the employee will receive only insurance workers' compensation benefits and will be considered on leave without pay from the city. While on leave without pay, retirement benefits and annual leave accrual are suspended, but medical insurance coverage continues. This is to be in effect until a doctor's statement is submitted advising that the employee is physically fit and capable to perform his/her job description with or without reasonable accommodations.

14.10 Jury Duty / Court Leave

Jury Duty shall be treated as administrative leave (with pay) from the City. Services in court when subpoenaed as a witness on behalf of the City, or when called as an expert on a matter of City concern, or relating to a municipal function, will be treated the same as jury duty. In order to be entitled to jury duty leave, the Employee shall provide the department head with written proof of the requirement of his/her presence for the hours claimed. Fees paid by the court (other than travel and subsistence allowance) will be turned in to the City, except the fees paid for court duty which occurs on the Employee's normal non-work days may be retained by the Employee. Witness service for any purpose other than those described above will be covered by annual leave or leave without pay and any fees received in this connection may be retained by the Employee.

Employees serving on jury duty during their regular time off will be allowed to flex the time to their regular work week or receive overtime pay at the discretion of the department head.

14.11 Leave Without Pay

1. An Employee may receive up to three (3) months leave without pay if the City Administration approves it after consultation with the affected Department Head. Such leave shall only be granted after an Employee has exhausted all paid time off. The

granting of such leave is within the sole discretion of the City Administration. It shall not be granted if the Employee's absence will hamper provision of City services or operations.

2. There shall be no PTO accrual during any pay period for which the Employee is claiming Leave without Pay under this Section.

14.12 Family and/or Medical Leave of Absence

The City shall comply with the federal Family and Medical Leave Act (FMLA) and the State of Alaska Family Leave Act (AFLA). FMLA and AFLA, when both are applicable, run concurrently, and paid leave, when available, is charged during periods of approved family leave until exhausted. During family leave, when the Employee is receiving no pay from the City, the Employee is still responsible for remitting the Employee portion of any benefit-related charges to maintain the benefit.

14.13 Funeral Leave

Each full-time Employee shall be eligible for seven (7) consecutive working days of leave for each funeral of a member of the Employee's immediate family. Such leave shall not be deducted from the Employee's PTO account.

14.14 Definition of "Immediate Family"

The definition of immediate family will be as provided for in the Family Medical Leave Act.

ARTICLE 15 - WORK RULES

15.1 Work Rules

The City shall have the right to establish and notify Employees of workplace policies, procedures, and/or rules regarding any matter, and to require Employees to abide by such policies, procedures, and/or rules, so long as such policies, procedures, and/or rules are not inconsistent with any express provision of this Agreement. An arbitrator shall have no authority to interpret, apply, add to, detract from, alter, amend, or modify such policies, procedures, and/or rules.

15.2 Protection of Rights

An Employee shall not be required, in the performance of his or her duties, to violate any federal, state, or local law. In performing his or her duties, an Employee shall comply with all applicable federal, state, and local laws. Each Employee is required to act with due care and regard for Employee's own safety and that of fellow Employees and to respect the person and property of other Employees and persons. The City agrees that it will not deduct the cost of

lost, missing, stolen, or damaged property belonging to the City from an Employee's pay, provided the loss or damage was not willfully or negligently caused by or through the actions of the Employee.

15.3 Non-Discrimination

1. Employees shall not be discriminated against with respect to compensation or terms or conditions of employment because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran.
2. The Employer and Union agree to comply with all state, federal, and local laws, rules, or regulations prohibiting discrimination against any person with regard to all aspects of employment or membership. Anti-discrimination laws shall take precedence over the terms of this contract.
3. No Bargaining Unit Member shall be discriminated against for upholding lawful union activities. Employees, who serve on an SPEA committee or committees or serve as Employee Representative or as an officer of SPEA, shall not lose his/her position or be discriminated against for these reasons.

15.4 Employee Indemnification

The City shall indemnify Employees as required by law.

15.5 No Polygraph or Lie Detector

The City agrees that it will not require, request, suggest, or cause any Employee, or applicants for employment, to submit to examination by a polygraph or other kind of lie detector as defined by 29 U.S.C. 2001. No examination by polygraph or other lie detector shall be used in any personnel decisions, including discipline, discharge, or promotion. This does not prohibit legitimate polygraph use for law enforcement pre-employment screening.

15.6 Outside Employment

No Employee shall be employed by or engage in work for an employer other than the City, including but not limited to self-employment, during the Employee's work hours. Nor shall any Employee be employed in a position that presents a conflict of interest in regard to the Employee's duties to the City. A conflict of interest shall be defined as: 1) when the Employee's outside employment is likely to benefit from the Employee's position with the City 2) when the outside employment is likely to cause the Employee's performance to diminish and 3) when the Employee's City job duties involve regulating the proposed employer.

15.7 Unlawful Acts Prohibited

1. No Employee shall willfully, negligently, or corruptly make any false statement, certificate, mark, rating, or report in regard to any test, certification, or appointment held or made, or in any manner commit or attempt to commit any fraud with respect to reports, paperwork, or other duties that are required of the Employee under this Agreement, City rules, policies, or procedures, or federal, state, or local laws.
2. No person seeking appointment to, or promotion in, City service shall, either directly or indirectly, give, promise, render, or pay any money, service, or other valuable thing to any person for, or on account of, or in connection with, his or her test, appointment, proposed appointment, promotion, or proposed promotion.
3. No Employee of the City, examiner, or other person shall defeat, deceive, or obstruct any person in his or her right to examinations, eligibility certification, or appointment under these rules, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to employment in the City service.
4. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspects of personnel administration because of political or religious opinions or affiliations or because of race, color, creed, sex, sexual orientation, gender identification, religion, national origin or ancestry, age, or disability, except where physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration, is prohibited.

15.8 Gifts and Gratuities

1. It shall be the responsibility of each City Employee to remain free from indebtedness or favors which would tend to create a conflict of interest between personal and official interests or might reasonably be interpreted as affecting impartiality of the individual Employee. If an Employee is tendered or offered a gift or gratuity which would, in the eyes of the public or public officials, be construed to be an attempt to bribe, influence, or encourage special consideration with respect to municipal operations, such offers shall be reported without delay to the Employee's immediate supervisor who in turn will inform the Department Head.
2. If there should be any doubt whether a gift or gratuities is of such significance as to create undue influence upon the Employee, the matter shall be reported to the Department Head. If any Employee shall knowingly accept any gift or gratuity which creates undue influence or results in special consideration which benefits the giver, the Employee is subject to progressive discipline, up to and including dismissal for just cause.

15.9 Employment of Relatives

No person may be employed in any position supervised by a family member, provided this will not prevent continued employment with the City of persons who are presently employed at the adoption hereof. Additionally, family member shall not be placed in a position such that one member is required or authorized to review the work, personnel documents, expense account, or time records of another family member. For the purpose of this Section, a family member shall be defined as follows:

1. spouse; parents; stepparents; brothers, sisters, and their spouses; step- brothers, step-sisters, and their spouses; children and their spouses; father-in-law; mother-in-law; sister-in-law; brother-in-law; grandparents and their spouses; grandchildren and their spouses; step-children and their spouses; grand-stepchildren and their children; aunts; uncles; nieces; and nephews.
2. If two Employees marry or otherwise become related (as defined by immediate family member), neither of the Employees will be allowed to hold supervisory authority over the other one.

15.10 Political Activity

1. An Employee, who is elected as a member of the Seward City Council or to a state or national elected political office, shall immediately resign from City employment. In this Section, "elected" means the status of a candidate upon certification of a local election or at the time the candidate is sworn into a state or national office following an election.
2. An Employee who is a political candidate for any elected office shall not conduct political activities during work time or on City owned property. Use of City equipment to conduct any political or personal activities is strictly prohibited.

ARTICLE 16 - SAFETY

16.1 Safety Rules

1. Safety rules, policies and procedures of the City, which the City may modify from time to time, are incorporated by reference and made part of this Agreement. All Employees must at all times comply with such safety rules, policies and procedures. Any Employee who is injured on the job must make an immediate report to the Employee's supervisor, no matter how slight the injury. Failure of an Employee to follow safety rules, including the immediate reporting of injuries, may result in discipline up to and including dismissal through the progressive discipline process.

2. The City and Union are mutually committed to the reasonable efforts to maintain safe and healthful working conditions for all Employees. It shall not be a violation of this Agreement or grounds for discipline or dismissal if an Employee, in good faith, refuses to work in/on what the Employee reasonably believes to be unsafe conditions for his or her job which would subject the Employee to serious injury or death. Whenever possible, an Employee must first seek from the City a correction of the dangerous condition. Employees shall not knowingly continue to work in what they know to be a dangerous condition.
3. An Employee who notices an unsafe work condition is mandated to report the unsafe condition to their immediate supervisor. The immediate supervisor shall proceed to copy the City's designated OSHA Safety Officer or Human Resources Administration.

16.2 Drug Testing

The City and Union agree that any drug and/or alcohol testing policy or procedure adopted by the City Council or required by law shall be applicable to the Employees covered by this Agreement. Failure of an Employee to comply with such policy or procedure shall be grounds for discipline up to and including dismissal.

16.3 Safety Devices and Uniforms

The City shall provide all devices, apparel or equipment necessary for an Employee's safety in accordance with applicable laws. Additionally, the City shall provide special tools, equipment, clothing and uniforms it deems necessary to accomplish work assignments. All items provided to Employees in accordance with this Section are the property of the City, may be used only for official work purposes, and when practicable, shall remain in their place of employment at all times that the property is not in use by the Employee and shall be returned in good working order upon separation from City service.

ARTICLE 17 - BENEFITS

17.1 Health Insurance

1. The City will provide all full-time Employees and their qualified dependents a benefit package in accordance with Council approved policies. Full-time Employees are those Employees who are normally scheduled to work thirty (30) or more hours a week. Employees are solely responsible for any personal tax liability incurred for said benefits.
 - a. Employees in positions exposed to unique hazards or which exhibit a proven risk for the development of certain illnesses will be provided with medically recommended immunizations or preventative screenings.

2. The City shall pay to the health insurance program, in the manner as determined by Council for all Employees. If the City wishes to increase the employee health insurance cost share, the parties will renegotiate the contribution amounts, if necessary.

17.2 Health Insurance Renewal or Replacement

Within ten (10) working days of receipt of all health insurance options each year the City will provide a copy of the options received to the Union. The City will review the options with the Union prior to reviewing or replacing the health insurance program.

17.3 Longevity Bonus

1. All regular Employees, after completion of one (1) year's service equal to two thousand and eighty (2,080) hours, shall be paid longevity pay at the rate of one percent (1%) of his/her regular salary. Longevity pay shall be paid once each year on the first pay day of December.
2. Any break in City employment longer than thirty (30) calendar days will advance the eligibility date by the number of days in excess of thirty (30). Time served as a temporary Employee shall not be included.

17.4 Retirement

The City has in effect a retirement plan with the Public Employees Retirement System (PERS) for all eligible City Employees included in this Agreement.

17.5 Training/Professional Development

1. The City and Union agree that education and training may enhance an Employee's job performance and prepare the Employee for career advancement within the City. To that end, the City and Union encourage Employees to take advantage of City-sponsored training and/or professional development programs.
2. Department Heads shall provide active leadership in developing the Employees under their supervision. In this capacity, they shall:
 - a. Cooperate closely with the city manager in determining the current and future employee development needs in the department.
 - b. Participate with the city manager in developing and implementing employee development programs
 - c. Budget sufficient funds to secure needed career development programs

- d. Evaluate the effectiveness of completed career development programs and make recommendations for improvement where appropriate
- e. Assure that Employees are provided with sufficient time to participate in career development programs.

ARTICLE 18 - STRIKE/LOCKOUT/WORKSTOPPAGE/PICKET LINE

18.1 Strike/Lockout

The parties agree that there shall be no strikes, work stoppages, or lockouts during the life of this Agreement.

18.2 Picket Lines

The parties agree that it shall be a violation of this Agreement and it shall be cause for disciplinary action in the event an Employee refuses to go through or work behind any picket line. The City specifically retains all of its rights under AS 23.40.200.

ARTICLE 19 - GENERAL PROVISIONS

19.1 Duration

This Agreement shall become effective January 1, 2022 and shall continue in full force and effect through midnight, December 31, 2022. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party not later than January 1st of any succeeding year.

19.2 Severability

1. Violations: If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.
2. Replacement: If a determination or decision is made pursuant to Subsection 1 of this Article that part of this Agreement is found to be in violation of law, the parties to this Agreement shall convene for the purpose of negotiating a satisfactory substitute for the invalidated article, section or portion thereof.

3. Printing of the Agreement: The parties agree that a Union representative and a person appointed by the City will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Union shall print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desire and each party will be responsible for the cost involved in printing that number of copies.

19.3 Waiver of Bargaining Rights and Amendments to Agreement

During the negotiations resulting in this Agreement, the City and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Alaska Public Employment Relations Act imposes an obligation to bargain. This Agreement contains the entire understanding, undertaking, and agreement of the City and the Union, after exercise of the right and opportunity referred to in the first sentence of this Section, and finally determines all matters of collective bargaining for its term.

19.4 Changes to Agreement

This Agreement may be amended with the mutual consent of the parties. Changes in this Agreement, whether by addition, deletion, amended or modification, must be reduced to writing and extended by both the City and Union in the form of a Letter of Agreement.

Appendix A
Positions Eligible for Union Representation

Accounting Supervisor
Accounting Technician I (Payroll)
Accounting Technician II (A/P)
Accounting Technician II (Utility)
Accounting Technician III
Administrative Assistant - Recreation
Animal Control Officer
Building Inspector
Corporal
Corrections Officer
Corrections Sergeant
Curator
Custodian - Municipal Buildings
Dispatch Supervisor
Dispatcher
DMV Clerk
Executive Assistant (Fire/PW/Parks/Electric/Harbor/Clerk/)
Fire/Building Inspector
Harbor Worker II
Harbor Worker III
Maintenance Mechanic Operator
MIS Tech
Office Manager - Harbor
Part-time Animal Control Assistant
Part-time Library/Museum
Patrol Officer
Patrol Sergeant
Planning Technician
Program Coordinator (Campground/Recreation)
Senior Computer Technician
Shop Foreman
Technician
Water/Wastewater Foreman
Water/Wastewater Operator


Appendix B Pay Ranges

Administrative and Technical 2.05% Between Each Step (A-P) 10% Between Each Grade (1-4) 35% Range Spread from Minimum to Maximum																
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	32,500	33,166	33,846	34,540	35,248	35,971	36,708	37,461	38,229	39,012	39,812	40,628	41,461	42,311	43,178	44,063
2	35,750	36,483	37,231	37,994	38,773	39,568	40,379	41,207	42,051	42,913	43,793	44,691	45,607	46,542	47,496	48,470
3	39,325	40,131	40,954	41,793	42,650	43,524	44,417	45,327	46,257	47,205	48,172	49,160	50,168	51,196	52,246	53,317
4	43,258	44,144	45,049	45,973	46,915	47,877	48,858	49,860	50,882	51,925	52,990	54,076	55,185	56,316	57,470	58,648
Supervisors and Advanced Technical 2.05% Between Each Step (A-P) 10% Between Each Grade (5-9) 35% Range Spread from Minimum to Maximum																
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
5	45,000	45,923	46,864	47,825	48,805	49,806	50,827	51,868	52,932	54,017	55,124	56,254	57,407	58,584	59,785	61,011
6	49,500	50,515	51,550	52,607	53,686	54,786	55,909	57,055	58,225	59,419	60,637	61,880	63,148	64,443	65,764	67,112
7	54,450	55,566	56,705	57,868	59,054	60,265	61,500	62,761	64,047	65,360	66,700	68,068	69,463	70,887	72,340	73,823
8	59,895	61,123	62,376	63,655	64,959	66,291	67,650	69,037	70,452	71,896	73,370	74,874	76,409	77,976	79,574	81,206
9	65,885	67,235	68,613	70,020	71,455	72,920	74,415	75,941	77,497	79,086	80,707	82,362	84,050	85,773	87,532	89,326
Directors and Senior Managers Open Ranges 7.5% Between Each Grade (10-13) 40% Range Spread from Minimum to Maximum																
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
10	70,000															98,000
11	75,250															105,350
12	80,894															113,251
13	86,961															121,745

SIGNATURE PAGE

August 9, 2021

For the City of Seward



Stephen Sowell, Assistant City Manager,
Chief Negotiator



Janette Bowers, City Manager



Brooks Chandler, City Legal Counsel



Norm Regis, Negotiator



Sam Hickok, Negotiator



Tammy Nickell, Negotiator

For the Seward Public Employees Association,
Local 6585, APEA/AFT



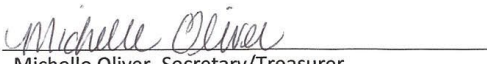
Anne Knight, APEA Chief Negotiator



Patrick Messmer, President



George O'Dell, Vice President



Michelle Oliver, Secretary/Treasurer



Donny Lane, Member-At-Large



Jason Cournoyer, Negotiator



Tony Sieminski, Negotiator