

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN THE  
**CITY OF BETHEL**

AND THE  
**CITY OF BETHEL EMPLOYEES  
ASSOCIATION, LOCAL 6055, APEA/AFT**

July 1, 2017-June 30, 2020



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## **PREAMBLE AND PURPOSE**

This Agreement is made and entered into between the City of Bethel, referred to as the "City," and the City of Bethel 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**

The City recognizes the Union as the exclusive bargaining representative for City Employees in the job classifications set forth in Appendix form, provided by the Union and appended herein and as determined by the Alaska Labor Relations Agency in Certificate of Representation No. RC1188-002, or as amended.

## **ARTICLE 3** **UNION MEMBERSHIP AND DUES**

### **Section 3.1      Membership Requirements**

A. Any Employee covered by this Agreement will be required as a condition of their continued employment to join the Union or pay an agency fee equal to the membership dues for the purpose of administering this contract. Membership in the Union is not compulsory. Employees have the right to join, not join or drop their membership as they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regards such matters.

B. Within ten (10) working days of hiring a new Employee covered by this Agreement, the City shall notify the Union in writing of the name, address and job title of the new Employee. The Union shall provide the Employee with a copy of this Agreement.

### **Section 3.2 Dues/Fees and Payroll Deductions**

Upon written authorization of an Employee, the City shall deduct from the Employee's pay check the monthly amount of union dues or agency fees and transmit such amount to the Union.

- A. Membership Dues. Membership dues and fees for Employees who join the Union shall be in accordance with the bylaws of the Union.
- B. Agency Fees. Employees covered by this Agreement who choose not to become members of the Union shall be assessed an agency fee equal to membership dues.
- C. Religious Objector. In accordance with AS 23.40.225 the City and the Union agree to safeguard the rights of non-association of Employees having bona fide religious convictions based upon tenets or teachings of a church or religious body of which an Employee is a member.

### **Section 3.3 Payroll Deductions**

- A. The payment of membership dues or agency fees shall commence with the first payday of the month after thirty-one (31) calendar days following the initial date of employment.
- B. 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 an agency fee payor or from agency fee payor, may do so after written notice to the Union and the Human Resources Manager. 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.
- C. After written request from the Union to the City Manager, an Employee who has been employed for more than sixty-one (61) days and who is not in compliance with the provisions of this Article shall be notified that the Employee may be dismissed by the City if the Employee does not comply with the provisions of the Article. The Employee shall be given thirty (30) days to become compliant. If after thirty (30) days, the Employee is not in compliance, the Employee shall be dismissed immediately. The Union shall pay all costs and fees associated with an action taken by the City to enforce this paragraph. Additionally, the Union shall defend, indemnify and hold the City harmless against any and all claims, demands, actions, causes of action, lawsuits, grievances, arbitrations, mediations, and all other kinds of liabilities or actions, and pay all reasonable fees and costs, including attorney's fees and costs, which may arise from enforcing this section of the Agreement.

### **Section 3.4 Union and Employee Responsibility**

This Agreement is binding on each and 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 inconsistent with the terms of this Agreement.

### **Section 3.5 Union Representatives and Activities**

A. The Union may have five (5) 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 with thirty (30) days written notice to the City Manager.

B. The 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 Employee 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.

C. 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 Manager 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.

D. 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 B above. Employee Representatives will not leave their work duties during emergency or critical situations.

E. 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 B above.

### **Section 3.6 Union Leave and Leave Bank**

A. Union Leave Employees granted Union leave shall be paid for their leave time from the Union Business Leave Bank as set out in Section B 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:

1. No more than five (5) 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.
2. 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.
3. Employee Representatives shall be granted up to two (2) work days per calendar year of Union leave to attend Union sponsored training.
4. 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.
5. 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 advance notice as possible for business leave.



B. Union Business Leave Bank

1. There is hereby created a Union Business Leave Bank which shall be administered by the Union with records kept by the Union and the Employer. The Bank shall be established by an automatic transfer each October 1 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 October 1, 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.

2. The Union may cancel the automatic leave deduction for any year in which sufficient cash is available for purposes of the Bank.

3. 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.

4. The parties recognize that the City will incur expenses associated with the Union Business Leave Bank that the City otherwise would not incur. Accordingly, at the end of each month the City shall prepare an invoice specifying the nature and amount of such expenses. The City shall send a bill monthly to the Union and the Union shall pay the City for such expenses.

**Section 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.

**Section 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.

**ARTICLE 4**  
**JOB CLASSIFICATIONS AND JOB DESCRIPTIONS**

**Section 4.1 Classification Rights and Duty**

A. 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.

B. The City may establish new classifications and rates for classifications. The City shall notify the Union when any new classification is established. 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.

C. An arbitrator shall have no authority to establish, modify or eliminate any classification and shall have no authority to establish, modify or eliminate any wage rate for a classification. The authority of an arbitrator with regard to classifications is limited to determining whether the City satisfied its obligation to provide the Union with the notice specified above when a new classification is created and for determining an appropriate remedy for any such failure.

**Section 4.2 Job Descriptions**

The City shall maintain job descriptions which identify essential functions but which are not inclusive of each and 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) prior to any changes being adopted.

**Section 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. However performing the work of a higher paid job classification may result in an "acting pay" adjustment under Article 12.11 or otherwise entitle the employee to additional compensation.

**Section 4.4 Qualifications Statements**

**ARTICLE 5**  
**PERSONNEL ACTIONS**

**Section 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 on a Personnel Action Request ("PAR") form provided by the City, taking care to ensure that derogatory, personal, subjective, or disciplinary supplemental information is noted separately in a memo format and not included on the PAR.

**Section 5.2 Job Announcements**

A. The City shall post all job openings, whether newly created or vacant, at mutually agreeable locations in each department for a period of fourteen (14) calendar days prior to the expiration date for submission of applications. The posting time frame may be shortened when required by circumstances beyond the City's control or where necessary to ensure the continuity of City operations.

B. 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.

C. 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. If not selected, the Employee may request an explanation from Human Resources for the non-selection.

**Section 5.3 Types of Appointments**

A. 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.

B. Regular Appointment. A regular appointment occurs after an Employee has satisfactorily completed a probationary appointment to the position.

A. 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.

#### **Section 4.5 Job Titles**

A. 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.

B. Working Job Titles. For all purposes other than those described in section 4.5A, any suitable working job title may be used.

C. 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.

#### **Section 4.6 Review of Job Classifications and Job Classes**

A. 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.

B. Employee Request for Review of Position

When an employee, or the COBEA 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 COBEA will complete a Position Description Questionnaire (PDQ) and submit it to the Human Resources Director for review and audit. The employee may submit additional documentation supporting his/her position that the current classification is inappropriate.

When completed, Human Resources will advise the Union of the City's decision. If there is a disagreement, the bargaining unit member may submit a written rebuttal to Human Resources within ten (10) working days of the receipt of the findings.

C. Acting Appointment

1. An acting appointment is made when a qualified Employee may be required to serve temporarily in a vacant higher level position.
2. An acting appointment gives the Employee no advantage in competition for regular filling of this position. However, time in an acting appointment may be counted toward experience for the class of position concerned at the discretion of the Department Head.
3. 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 of the duties and responsibilities assigned to the incumbent. The duties and responsibilities that are actually assigned to the Employee who has obtained the acting appointment shall be determined by the Employee's Department Head.

D. Temporary Appointments The parties recognize that the Employer may hire temporary Employees in the sole and exclusive discretion of the City. A temporary position is one established to provide City services for a period not to exceed the greater of six months in duration or the duration of a position funded by a one-time grant from the federal or state government on a temporary basis. Such positions may be filled on a full- or part-time basis. Persons holding temporary positions are not covered by any of the terms of this Agreement, are not included in the bargaining unit, and are not entitled to any of the rights and benefits provided to Employees under this Agreement. Temporary Employees may not be rehired into the same temporary position for thirty (30) calendar days, unless agreed to otherwise between the parties.

**Section 5.4 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 and the City shall attempt to promote from within. However, promotions shall be made at the sole and exclusive discretion of the City.

**Section 5.5 Transfers**

A. A transfer is the lateral movement from one 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.

B. Employee Requested Transfer An Employee may request a transfer within or between departments by submitting the request in writing to the Employee's Department Head. The request must include a current job application providing evidence of qualification for the requested position. Granting of the request shall be

within the sole and exclusive discretion of the City. Upon approval of the City Manager, 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.

C. 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 termination 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.

### **Section 5.6 Demotion**

A. The movement of an Employee to a lower pay rate or pay range is a demotion. The decision to demote is within the sole and exclusive discretion of the City. Demotions may be made for disciplinary reasons, at the request of the Employee, in lieu of layoff, or for any other reason, including but not necessarily limited to, lack of sufficient funding or work, organizational changes or other reductions in force. A demoted Employee shall not replace another Employee in his or her position. A demoted Employee may only be demoted to a vacant position.

B. Employee-Requested Demotion An Employee may request in writing that he or she be demoted to a vacant position in a lower pay range. The request shall be made to the Employee's Department Head, who may not approve the request without the written consent of the City Manager, or designee. Approval of the demotion is in the sole and exclusive discretion of the City, and shall be deemed to have been made on a voluntary basis. The City Manager, or designee, or the Department Head may require a job application, written examination or other evidence of the Employee's qualifications for the position to which the Employee requests demotion.

## **ARTICLE 6** **PROBATIONARY PERIODS**

### **Section 6.1 Newly Hired Positions**

A. The probationary period for full time positions is 180 calendar days.

B. The probationary period for part-time positions is 520 hours of consecutive service.

C. A Department Head may consider service rendered in a temporary position as probationary service for a regular appointment if the regular appointment is for a position which requires the same duties and responsibilities as the temporary position.

D. 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.

E. The Employee shall acquire regular status on the first working day following completion of the probationary period, unless action is taken by the Department Head to separate the newly hired Employee or extend the probationary period in writing prior to the end of the probationary appointment subject to the approval of the City Manager. The probationary period may be extended for a period of time not to exceed three (3) months, unless the Employee is in the Police or Fire department. In such cases, the Employee's probationary period may be extended for a period of time not to exceed six (6) months. Such an extension does not affect or change the initial hire anniversary date with the City for the Employee. Any extension of the probationary period requires approval of the City Manager.

### **Section 6.2 Probationary Period after Promotion**

Regular Employees promoted shall serve a new probationary period of six (6) months 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 a vacancy exists. 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. Return rights do not apply to an Employee disciplined for just cause.

Unless the continuity of City services is at risk as identified in Section 5.2.A, 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.

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.

Employees who promote or transfer out of the bargaining unit have no rights to return to their former bargaining unit position.

### **Section 6.3 Probationary Period after Transfer**

When a Regular Employee transfers to a position in the same job classification in a different department, the Employee may be required to serve a six (6) month probationary period at the recommendation of the Department Head subject to the approval of the City Manager.

### **Section 6.4 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 is demoted for disciplinary reasons or to a position the Employee has not previously held regular status, the Employee shall be placed on a six (6) month probationary period.

### **Section 6.5 Discipline or Separation During Probationary Period**

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 AND PERSONNEL FILES**

#### **Section 7.1 Performance Evaluations**

After July 1, 2016, Periodic evaluations are required at or near an employee's anniversary date with the city (defined as the employee's hire date into current position) with the city, for those employees who have satisfactorily completed the probationary period.

The evaluation process shall be in accordance with the following procedures:

- A. The Department Head, or designee shall complete the performance evaluation and hold a formal meeting with the employee to discuss the contents of the evaluation.
- B. 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.
- C. If an Employee's Supervisor is changed between scheduled evaluations, an evaluation report may be prepared by the outgoing Supervisor. Supervisors can evaluate only that performance which took place under their supervision.
- D. If any changes occur in the job description due to automation, or technological advances in equipment, any Employee affected shall be adequately trained to operate or effectuate the automation or advances before being evaluated on these advances in equipment.
- E. When an annual evaluation is not completed and discussed with the Employee within 30 days following the employee's anniversary date in a position, it is assumed the Employee is meeting performance expectations.



## **Section 7.2 Personnel Files**

- A. 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.
- B. An Employee shall have access to the Employee's 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.
- C. 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. If hard or electronic copies are requested, reproduction costs, will be assessed in accordance with the City of Bethel fee and rate schedule and charged to the requesting party.
- D. Nothing in the Section precludes the City from releasing an Employee's personnel file as required by law or a court order.

## **ARTICLE 8** **DISCIPLINE AND DISCHARGE**

### **Section 8.1 General Policy**

The City Manager will advise and assist Department Heads in the handling of all disciplinary matters. The City Manager shall approve all disciplinary actions concerning suspension, transfer, demotion or dismissal prior to the completion of the action, unless, in the judgment of the Department Head, immediate disciplinary action is required. The basis for taking immediate action shall be limited to reasons of just cause or immediate danger to health, safety and welfare of city Employees or the public. In such instance, the Department Head shall have the authority to suspend the Employee pending investigation and approval of the final determination by the City Manager.

### **Section 8.2 Discipline**

- A. Discipline or Separation during the Probationary Period At any time during the probationary period, a new or rehired Employee (including an Employee promoted before the end of a probationary period, for the duration of the probationary period for the previous position he or she held), or an Employee demoted for disciplinary reasons, 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.

B. With respect to Employees who have acquired regular status, progressive discipline shall be followed. The City is not required to follow progressive steps of discipline for serious violations of work rules. Department Heads and supervisors should always be aware of the continuing need for informal counseling. When informal counseling fails to correct a situation, or when the severity of the inappropriate conduct warrants, and the City believes that the proposed discipline is in its best interests, any of the following forms of discipline may be imposed at any time so long as such discipline is supported by just cause:

- oral reprimand (memorialized in writing);
- written reprimand;
- suspension without pay;
- demotion; or
- dismissal

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

- incompetency;
- inefficiency;
- lack of one or more of the qualifications for a position within the bargaining unit;
- failure to comply with any of the terms and conditions included in this Agreement;
- insubordination;
- absenteeism or tardiness; job abandonment;
- harassment of other Employees, Department Heads, the City Manager, City Council members or any other Employee or official of the City of Bethel, or any member of the public;
- violation of a City of Bethel policy, procedure, or work rule which was known or reasonably should have been known to the Employee;
- violation of an oral or written directive of a supervisor which was known or should have been known to the Employee;
- conviction of a crime involving moral turpitude;
- substance abuse on the job;
- use or appropriation of City property for personal, commercial or other unauthorized use without prior explicit permission from the Employee's current Department Head;
- refusal to perform job duties;
- dishonesty; or
- any other conduct reasonably justifying the proposed form of discipline, up to and including dismissal.

Employee of their right to request a termination hearing, and the opportunity to present his or her position before the dismissal, demotion for disciplinary reasons, or suspension without pay goes into effect.

### **Section 8.6 Garrity Rights for Licensed Personnel of Police Department**

Upon a determination by the Police Chief, or designee, that immunity from criminal prosecution is appropriate during an internal investigation, uniformed personnel of the Police Department shall be accorded protections provided in *Garrity v. New Jersey*, which requires among other things warnings concerning right to counsel and use of statements made in the course of investigatory interviews.

## **ARTICLE 9** **GRIEVANCE AND ARBITRATION PROCEDURE**

### **Section 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 members 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.

### **Section 9.2 Procedural Steps**

- A. Step 1: Written Grievance to Department Head The Employee, through the Union, not 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 to the Union within fifteen (15) working days after receipt of the grievance.
- B. Step 2: Written Appeal to the City Manager.
1. A grievance appealing a dismissal or a grievance not settled at Step 1 shall be filed at Step 2.
  2. The Employee, through the Union, not later than fifteen (15) working days after a dismissal or the receipt of the Department Head's written answer at Step 1 may file a written appeal of that answer to the City Manager.
  3. Not later than fifteen (15) working days after receipt of the written appeal, the City Manager, or designee, shall meet with the Employee and the Union representative. The City Manager, or designee, shall give Employee written

D. 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.

### **Section 8.3      Written Disciplinary Notice**

- A. All disciplinary actions, except oral reprimands, shall be documented on an Employee Disciplinary Notice Form. A record of the date, time and subject of any oral reprimand shall be maintained in the Employee personnel file. Should the employee be subject to discipline in the future, the City will not refer to or take into consideration any oral reprimands that are more than two (2) years old unless the oral reprimand is for the same reason as the later discipline. In such case, the employee will be notified of same.

The disciplinary report shall clearly and concisely set forth the supervisor's reasons for disciplinary action.

- B. The Employee shall be given an opportunity to review the disciplinary report with his or her Department Head. If the Employee disagrees with the facts or conclusions contained in the report, the Employee shall be permitted to submit, within four (4) calendar days after reviewing the report with the Employee's Department Head, a statement of disagreement. The statement shall clearly and concisely set forth the Employee's reasons for disagreeing with the report. One copy of the Employee's statement shall be appended to the report and shall become a part of it. If the Employee has no comment or has not responded within the required time frame, it shall be so noted and the report shall be forwarded to the Human Resources Manager, or designee, for inclusion in the personnel file.

### **Section 8.4      Right to Union Representative During Investigative Interview**

Employees will be entitled to their *Weingarten* Rights (right to have a union representative present during an investigative interview that the Employee reasonably believes may lead to disciplinary action) upon request by the Employee.

### **Section 8.5      Right to Disciplinary Hearing Before Dismissal, Demotion, or Suspension**

Before dismissing, demoting for disciplinary reasons, or suspending an Employee without pay, an Employee who has acquired regular status will be provided written notice of intent to dismiss, demote for disciplinary reasons, or suspend without pay. The notice will be in writing and include an explanation of the evidence underlying the City's intention. If the written notice is an intent to dismiss, the notice will also advise the

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.

C. All grievances presented at Step 2 of the procedure set forth above in Section 9.2(B) 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.

D. Grievances involving a disciplinary suspension of more than three (3) days, or a termination of employment must be entered into the formal grievance procedure at the Step two level.

### **Section 9.3 Time Limitations**

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 1 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.

### **Section 9.4 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 2 through 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 9.5 within fifteen (15) working days after receipt of the written answer of the City at Step 2 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 2 of the grievance procedure shall be final and binding on the aggrieved Employee, the City and the Union.

### **Section 9.5 Selection of Arbitrator**

Not 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 Services ("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 alternatively 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 APEA/AFT Representative and called by the Employer. The arbitrator whose name remains shall hear the grievance. Any fee required by the FMCS shall be shared by the parties.

### **Section 9.6 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.

### **Section 9.7 Fees and Expenses of Arbitration**

The fees and expenses of the arbitrator for the arbitration shall be borne entirely by the losing party. 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. Each party shall bear its own arbitration expenses.

### **Section 9.8 Extension of Time Frames**

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

### **Section 9.9 Delivery of Grievances and Responses**

A. 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 Fairbanks.

B. 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.

### **Section 9.10 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 Bethel alleging violations of this Agreement and/or any disciplinary actions. An Employee must fully exhaust these remedies prior to filing any lawsuit or other administrative action. If an Employee does not exhaust these remedies prior to filing any lawsuit or administrative action, such failure shall be grounds for dismissal of the lawsuit or administrative action. If the Union elects not to pursue a grievance, either initially or at any subsequent step in the grievance procedure, the Employee may pursue the grievance. Any Employee who elects to pursue a grievance without the assistance of the Union must comply with all filing and other requirements of the grievance procedure. The City is not required to file a grievance under this Agreement. Should it become necessary for the City to enforce the terms of this Agreement, it may do so by either filing a petition for enforcement with the Alaska Labor Relations Agency or through a judicial action.

## **ARTICLE 10** **SEPARATION**

### **Section 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.

### **Section 10.2 Resignations**

A. Notice of Resignation. An Employee who desires to resign shall give at least two (2) week's advance written notice to his or her 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.

B. 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 Manager.

C. Failure to Give Adequate Notice. Failure to give adequate notice shall be noted on the Employee's separation documents and will preclude consideration for future employment.

D. 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.

### **Section 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 Bethel 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 Bethel 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.

### **Section 10.4 Job Abandonment**

An Employee shall be considered to have abandoned their position with the City if the Employee fails to report to work and fails to call in to report their absence for more than three scheduled days in a row (not necessarily consecutive calendar days) or when an employee walks off the job without reasonable cause or permission from the Department Head. Where a regular Employee fails to report or call in under this Section, the Department Head shall send or deliver a certified letter to the Employee's last known address to notify them of the intended termination and advise the Employee of their right to request a termination hearing. The Department Head may substitute personal service for delivery via mail. It will be the responsibility of the Employee to make sure their last known address is on file with the, Human Resources Manager or a designee.

### **Section 10.5 Layoffs**

A. The decision to lay off Employees shall be made solely by the City and shall not reflect discredit upon the services of the Employee.

B. Notice Requirements.

1. An Employee shall be given at least thirty (30) calendar days advance notice of a layoff.
2. 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.



C. The City shall not lay off an Employee and reclassify their former position with the intention of filling the position with a temporary hire.

D. Layoffs may occur for any of the following reasons:

- a reduction in force because of a shortage or reduction of work or funds;
- the abolition of a position;
- change in departmental organization;
- termination of a grant; or
- any other legitimate business reason not inconsistent with the terms of this Agreement.

E. Bumping Rights. A regular Employee who is subject to layoff due to a reduction in force shall have the right to displace another Employee only in accordance with the following conditions:

- such displacement occurs in the same Department or in a department in which the employee previously held a regular position;
- the Employee subject to layoff has more seniority than the displaced Employee;
- the Human Resources Manager determines that the Employee subject to lay off has the requisite qualifications for the position held by the displaced Employee;
- the displaced Employee's position is in a lower classification than the position of the Employee subject to lay off;
- the Employee subject to lay off previously attained regular status in the position of the displaced Employee;
- the displaced Employee is the least senior Employee meeting the above conditions.

An Employee that has displaced another is not guaranteed to maintain the same level of compensation in the new, lower classification. The Employee will be subject to the same qualifications review as any new employee to determine an appropriate wage.

F. A regular Employee may 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.

G. Eligibility for Re-employment 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 year after the layoff so long as the Employee has indicated that the Employee is qualified and interested and available to return to work.

H. 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.

## **Section 10.6 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** **MANAGEMENT RIGHTS**

### **Section 11.1 Management Rights**

In addition to the rights and authority provided to management elsewhere in this Agreement and under state, federal, or local law, the City shall remain vested with all management authority and rights unless specifically restricted by an express provision of this Agreement. Such rights and authority, include, but are not limited to the following:

- the right to direct the work force,
- the full and exclusive right to hire, promote, demote, dismiss, discipline, lay off, and separate Employees from City service;
- to promulgate rules and regulations governing the conduct of Employees and to require their observance;
- to make all appointments,
- to determine all job classifications, develop all job descriptions,
- to assign positions to classes and assign classes to pay ranges,
- to control the use of leave so as not to jeopardize the functions of the City;
- to establish and direct the locations and methods of work,
- to establish and direct job assignments and work schedules;
- to subcontract work;
- to close down, relocate, expand, reduce, alter, transfer or cease any job, department, operation or facility;
- to decide, determine and designate all job classes and job classifications it has to offer Employees, including the right to establish, reclassify and abolish positions; to determine job content, duties and responsibilities;
- to maintain order and efficiency;
- to determine the work day and work week;
- reduce or expand the work force;
- to control, direct and supervise all equipment and Employees; and
- to determine the nature, type, location and duration of services to be performed for the City.

This listing of management rights is not all-inclusive. The City reserves all rights granted to it by the Alaska Public Employment Relations Act unless expressly waived or modified by the terms of this Agreement. All of the functions, rights, powers and

authority of the City not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the City. The City's failure to exercise a management right does not preclude the City from exercising it at some time in the future. The City retains all rights and authority to operate and direct Employees of the City as exercised by the City prior to July 10, 1996, unless such right or authority has been modified by the terms of this Agreement.

### **Section 11.2 Contracting Work**

A. 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.

B. Before contracting out work which will result in the loss of work for existing Employees, the City will offer to meet and confer with the Union with notice given at least fourteen (14) days before finalizing a contract with a third party. The City agrees to provide the Union with the names of all Employees who may be subject to layoff, including whether they may have continuing employment rights. Meet and confer topics may include the impact of a contracting out decision on existing Employees, and whether the work to be contracted out can be performed as efficiently and economically using existing Employees. This paragraph does not apply to contracting out in emergency situations.

C. Where contracting out has occurred as a result of an emergency, the City shall meet and confer with the Union within five (5) working days to discuss employment consequences for any affected Employees.

D. Nothing in this Section is to be construed as creating a mandatory obligation by the City to bargain with the Union over any decision to contract out work.

## **ARTICLE 12** **PAY AND PAYROLL**

### **Section 12.1 Wage Schedule and Pay Rates**

Effective July 1, 2017, the wage schedule will be implemented per Appendix B, which includes a 2.5% increase over the last-negotiated wage schedule.

Effective July 1, 2017, the General Wage Schedule will be extended from Step A to Step P. Each step will reflect a 2.5% difference.

Effective July 1, 2018 the wage schedule shall be increased by 2.5 % in Appendix C

C. Effective July 1, 2019, the wage schedule shall be increased by 2.5% in Appendix D.

**Section 12.2 Starting Rate on Initial Employment**

A. 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 Manager, the Department Manager and the City Manager 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.

**Section 12.3 Rate of Pay on Promotion**

A promoted Employee shall be paid at Step A in the new pay range or at that step in the new pay range which accurately reflects the Employee's qualifications for the new position, as measured using the approved wage matrix form. A promoted employee's pay rate will not decrease as a result of promotion.

**Section 12.4 Rates 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.

**Section 12.5 Upward or Downward Range Change of a Job Class**

In the case of a proposed increase or decrease in the pay range for a class of positions, the parties agree to meet and negotiate the appropriate range placements.

**Section 12.6 Promotion Following Demotion in Lieu of Layoff**

A. 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.

**Section 12.7 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.

**Section 12.8      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 Manager.

**Section 12.9              Completion of Probation**

A.      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.

**Section 12.10            Annual Merit Increase**

Effective July 1, 2017 to June 30, 2018, employees who receive a performance evaluation of average or good to excellent may receive an annual step increase, as recommended by their Department Head.

Effective July 1, 2018, and thereafter, employees who receive a performance evaluation of "very good to excellent" will receive an annual step increase. If the employee is assumed to be meeting performance expectations under the conditions of Section 7.1.E, the employee will be entitled to receive the step increase.

**Section 12.11            Acting Appointments**

The Employee appointed to the acting assignment in a higher classification shall receive a minimum of a one-step increase in pay or be paid at the new range, Step A, whichever is higher. The increase shall be effective the first day of the acting assignment.

**Section 12.12            Field Training Officer**

Police Officers assigned Field Training Officer (FTO) duties, shall receive a pay differential of five percent (5%) for each hour so worked as an FTO. Individuals lacking documentation of attendance at a formalized FTO training program, are not eligible for FTO pay. Non-commissioned members of the Department are not eligible for FTO pay.

Other City employees, when assigned responsibility for training and certifying another employee's adherence to required credentials shall receive a pay differential of 2.5% for each hour engaged in such activity. With the exception of the Police Officers FTO program, which follows state guidelines established by the Alaska Public Safety Commission, the City Manager must approve in writing, any specific training/certification program that will be considered under this paragraph prior to any employee becoming eligible for the differential.

**Section 12.13            Overtime**

A. 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. Overtime may not be "scheduled" to allow an employee to receive one and one-half (1.5) times their regular rate prior to meeting the below thresholds. Holiday, PTO, stand-by or hours already compensated at the overtime rate do not count towards the overtime thresholds noted below.

B. 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 forty (40) hours each work week. The number of hours worked in a single day/shift, even in excess of those regularly scheduled, contribute towards the weekly total of hours worked, but are not paid at overtime rates unless the employee has already worked forty hours (40) in the work week.

C. Fire Employees. Employees of the Fire Department shall be paid overtime after 106 hours worked in a 14-day work period- in accordance with Fair Labor Standards Act 7 (K) exemption. The 14-day work period runs concurrent with the City of Bethel established pay periods.

D. Police Department Employees. Overtime shall be paid after 80 hours worked in a 14-day work period to run concurrent with the City of Bethel established pay periods.

E. Any City employees participating in certified training paid for by the city may be ineligible for holiday and/or overtime pay while participating in training activities. Affected employees will be advised in writing by the Department Head when the Employee is selected for/enrolled in the training program.

#### **Section 12.14 Call-Out Pay**

Employees shall also receive overtime pay if their normal shift has been completed and 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 three (3) hour minimum

Only a Department Director or designee may initiate a call-out. Call-outs are intended for unplanned, unexpected situations. Call-out pay is not authorized for pre-scheduled meetings or events and call-outs may not be "scheduled" to allow an employee to receive one and one-half (1.5) times the regular rate of pay prior to meeting the below thresholds. Pre-planned activities, meetings and events must be scheduled in accordance with temporary schedule requirements in Section 13.2.

Employees, not on paid "stand-by" status are expected to respond to call-out work as required, but may decline the call-out work. An Employee serving in a position that includes after-hours emergency response as an essential function may be disciplined if the Employee declines the call-out without cause.

**Section 12.15                      Stand-By Pay**

In cases where it is found necessary to have Employees remain available for work in a stand-by status after regularly scheduled hours, on scheduled days off, or holidays, they shall receive \$4.00 for each hour of stand-by. Employees receiving stand-by pay must answer any incoming calls and be able to respond within thirty (30) minutes of the call being placed. Only Department Heads are authorized to create a stand-by schedule.

**Section 12.16                      Shift Differential**

A. All Employees (except Kelly Shift Employees of the Fire Department and Port Facility Employees), regularly scheduled to work more than an eight (8) hour shift will be assigned to either a day or night shift. Day shift is defined as beginning between the hours of 6:00 am and 8:00 am Night shift begins at or after 7:00 pm Employees scheduled to work the night shift will account for compensable hours on the calendar date actually worked, not the date on which the shift begins.

B. Employees regularly assigned to the night shift shall be paid an additional amount which equals three and a half (3.5%) percent above their regular rate for time worked during those hours. Shift differential shall be paid for those regular shift hours actually worked (not to include holidays, PTO, or scheduled hours not otherwise worked.)

**Section 12.17      Water and Sewer Premium Pay for Working Winter Months**

Employees who are employed as water and sewer Drivers or Utility Maintenance Workers shall receive a premium pay equal to a 5% increase for all hours worked between the second pay period in October and the second pay period in March of each year of this Agreement.

**Section 12.18      Payroll and Pay Periods**

A. 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 Manager. Personnel action implementing any change in status or pay shall be effective upon approval of the City Manager provided such changes are received by the Payroll Office at least ten (10) working days prior to the effective date.

B. 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.

C. Each employee is responsible for a true and accurate reporting of actual hours worked.

D. "Compensatory time" and/or "flex time" is not authorized in lieu of paid overtime or regularly scheduled hours not actually worked. Similarly, holidays may not be worked and "banked"

E. Department Heads, or designee, shall be responsible for providing the information needed to correctly process the payroll.

## **ARTICLE 13** **HOURS OF WORK**

### **Section 13.1 Hours of Work and Schedules**

A. Regular Hours of Work and Shifts. Regular hours of work and an Employee's schedule shall be designated by the Department Head.

B. Modified Schedule. Upon request and with approval of the Department Head, an Employee may work a schedule designated period (e.g. 7:00 a.m. to 6:00 p.m.) during which Employees may select an eight (8) or ten (10) hour work period, with the approval of their Department Head.

Department Heads may, with at least two (2) weeks advance written notice to affected Employees, revise the schedule from an eight (8) hour work day to a ten (10) hour work day or the reverse. Employees shall also have the right to request their schedule be changed from an eight (8) hour work day to a ten (10) 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.

C. Kelly Shift. Kelly Shift is defined under this Agreement as a rotating twenty-four (24) hour, three (3) shift cycle used by the Fire Department in providing round the clock coverage. The shift change will be at 9:00 a.m. unless the parties mutually agree to either an earlier or later change time. Any change made shall not start earlier than 8:00 a.m. or later than 10:00 a.m. If the parties agree to a change in the time, the change must remain in effect for a minimum of six (6) months. Before a change is made, thirty (30) calendar days written notice will be given to the affected Employees. The provisions of this subsection will not apply to Employees undergoing basic training.

D. Employees of the Police Department work a twelve (12) hour shift or such other shift as may be designated by the Police Chief.

E. An Employee's work schedule shall normally provide two (2) consecutive days off, unless an emergency situation arises.



F. Nothing in the Section precludes Employees from requesting different work hours or a different shift from than that designated by the Employee's Department Head. With the approval of the Department Head, a change in schedule may be implemented on a departmental basis to accommodate doctor's appointments, therapy, or children's school functions. The City will endeavor to work with Employees and grant their requests based on seniority and when operational requirements allow.

### **Section 13.2 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.

### **Section 13.3 Lunch/Break Period**

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.

A. 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 Section 13.1.B. 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.

B. All Bargaining Unit Members are allowed one relief period not to exceed fifteen (15) minutes during the first half of the shift and one 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 doesn't interrupt the flow of work.

### **Section 13.4 Changes of Permanent Schedules**

All changes of permanent working schedules shall provide those Employees affected at least twenty-one (21) 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 14**  
**HOLIDAYS**

**Section 14.1 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  
Presidents Day (third Monday in February)  
Memorial Day (last Monday in May)  
Independence Day  
Labor Day  
Alaska Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Chief Eddie Hoffman's Day (second Friday in December)  
Christmas Day  
Floating Holiday (as provided below in Section 14.7)

**Section 14.2 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 Department Head shall allow, if scheduling permits, that Employee to take another day off during the pay period as the Employee's recognized\_holiday.

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 14.5) or regularly scheduled work days. 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.

**Section 14.3 Computation of Holiday Pay**

A. Full-Time Employees. Full-time Employees shall receive their regular straight time rate of pay for recognized holidays.

Part-Time Employees. Part-time Employees shall receive pay for recognized holidays based on the average number of hours worked by the Employee during the prior four (4) weeks.

B. The number of hours included in holiday pay is equal to the number of hours in an employee's regular shift.

C. 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.

#### **Section 14.4 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 work day before such holiday or on the employee's next regularly-scheduled work day following such holiday.

#### **Section 14.5 Pay for Employees Who Work on a Holiday**

Employees who are required to work on a City-recognized holiday because of an emergency or performance of essential public services shall be entitled to one and one-half (1.5) times the Employee's regular rate of pay for those hours actually worked. In addition to their holiday pay. Unworked holiday pay, paid time off, stand by pay or hours already compensated at a rate of pay greater than regular rate of pay do not count towards overtime.

#### **Section 14.6 Holidays for Kelly Shift Employees**

A. Kelly Shift Employees shall be compensated in the following manner. An Employee shall be paid the following pay period for those holidays preceding. Holiday pay shall be equal to the Employee's Kelly Shift straight-time rate of compensation multiplied by the number of holiday hours prior. Each full day holiday is twenty-four (24) hours; each half day holiday is twelve (12) hours; birthday and personal days are twenty-four (24) hours.

B. In the event the City declares an additional holiday other than those listed above, firefighter Employees shall be eligible for such additional holidays as described in Paragraph A above.

#### **Section 14.7 Floating Holiday**

All vested Employees (Employees with more than one (1) year of continuous service) shall receive one (1) floating holiday at the start of the fiscal year to be taken at a time approved by the Employee's immediate supervisor.

All floating holidays must be taken in the fiscal year accrued or else they will be forfeited.

## **ARTICLE 15** **PAID TIME OFF**

### **Section 15.1 Paid Time Off ("PTO")**

A. Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used.

B. Requests for Time Off for Other than illness and injury

1. Requests to take personal leave for other than illness or injury must be requested in writing and 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 unless leave is requested due to illness or injury as described in subsection C. below).

2. Employee requests 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 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 time-frame, the Department Head may consider the employee's seniority.

3. 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.

4. Personal leave must be pre-approved, therefore, cannot be used in lieu of tardiness or for a same-day request, except as noted in subsection C. below.

C. Requests for time off due to illness and injury.

When an Employee needs to use personal leave for illness or injury, the Employee shall notify the supervisor not later than the start of the Employee's scheduled shift of their expected absence.

When a member takes three or more consecutive work days 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.

A supervisor may request a doctor's note at any time, but it is mandatory when a member takes three or more consecutive scheduled days of personal leave due to an illness or injury (not necessarily consecutive calendar days), that the member provide a physician's certificate stating the reason for the absence.

An employee's probationary period may be extended as a result of illness-related absences.

A same-day request for time off due to illness may be denied if the member was previously denied a request for personal leave for the same dates. An absence in this case will be treated as leave without pay unless a doctor's note is provided by the employee.

Any request for time off due to illness or injury may result in a review by Human Resources to determine the applicability of Workers' Compensation, disability insurance and/or medical leave.

After an absence due to illness or injury, the employee may be required to provide a release from their medical provider to return to the workplace and resume their job

**Section 15.2 Leave Accrual Rate**

A. All Employees shall accrue leave based on continuous service with the City except that Employees who are currently accruing more than the amount stated below shall have their accrual rates frozen for the duration of their employment with the City.

Years of Service	Hours Per Pay Period	Hours Per Period for Kelly Shift Employee	Mandatory Usage (Hours) for Employees Each Fiscal Year	Mandatory Usage (Hours) for Kelly Shift Employees Each Fiscal Year
0-1	8	19	Inelig.	Inelig.
1-2	10	21	130	273
2-5	11	22	143	286
5-10	12	23	156	299
10-15	13	24.5	169	318.5

More than 14 15 Years	26	182	338
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**B. Mandatory Usage**

Starting June 30, 2017 any unused mandatory time off at the end of each fiscal year (June 30)-will be deducted without pay from the accrued balance if the Employee has made no attempt to comply with the mandatory leave requirement by May 1 of each calendar year. The City will separately notify all employees in danger of losing balances in each of the 2 pay periods before the May 1 deadline. If the Employee has attempted to comply with this paragraph prior to 60 days before the end of the fiscal year but leave was denied by the City in writing, any unused mandatory time off will be cashed out at 100% at the end of each fiscal year (June 30).

C. PTO does not accrue during periods of non-compensable leave, to include injury, illness, unexcused absences or some disciplinary situations. No PTO shall accrue for any pay period during which an Employee claims any amount of leave without pay.

**Section 15.3 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.

**Section 15.4 Maximum Accrual**

Unused PTO may accumulate up to 550 (five hundred and fifty) hours and 742.5 (seven hundred forty-two and one-half) hours for Kelly Shift Employees as of December 31. Once the cap has been reached, the Employee shall not accrue any PTO until such time as the balance of the account is below the cap amount. There shall be no cash out of any accrual over the cap.

**Section 15.5 Payment of PTO upon Termination**

Accrued PTO will be paid to vested Employees who voluntarily terminate based on the wage rate at the date of termination. An Employee is vested upon completion of one full year of continuous service.

**Section 15.6 PTO Leave Cash-Out**

Employees with at least one year of continuous service with the City may cash out up to two hundred (200) hours each fiscal year in no more than two installments. Employees requesting a cash out must retain a leave bank of eighty (80) hours. The City Manager 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.

## **ARTICLE 16** **OTHER TIME OFF**

### **Section 16.1 Leave Donations**

Requests for permission to donate PTO to a fellow Collective Bargaining Employee shall be approved only for a serious medical problem (one that meets the criteria for FMLA). An employee receiving donated leave for a medical condition must have applied and been approved for Family Medical leave. Management will consider donation requests for Employees who have applied for Family Medical Leave but have been denied due to insufficient time employed with the City. Each Collective Bargaining Employee may donate a maximum of forty (40) hours of PTO in a calendar year, with the prior approval of the City Manager. Donations of PTO shall be calculated based on the donating Employee's rate of pay and assigned based on the recipient Employee's rate of pay.

### **Section 16.2 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.

### **Section 16.3 Injury Leave**

A. Employees injured on the job are entitled to the weekly compensation benefits provided by the Workers Compensation Act. Provided they have submitted a complete workers compensation report to Human Resources, employees shall receive their full salary for a period of three (3) consecutive normally scheduled work days from the date of injury. The employee will not be charged PTO for those days. Any workers' compensation payments received by the Employee for said period shall be assigned to the City. After three (3) consecutive normally scheduled work days, if the injured Employee remains unable to work, they will receive the allowed salary from the Workers Compensation program (provided they meet eligibility requirements and comply with all requests for additional information from the City's workers compensation provider). It is the Employee's responsibility to work with the City's workers compensation provider to secure any benefits for which the Employee is eligible. Medical payments and injury awards shall be the property of the Employee. All employer-paid benefits received by an Employee while on injury leave shall continue in force while the Employee is continuously on leave or until a determination is made as to whether an Employee will be able to return to his or her normal work schedule. To maintain benefits that include Employee-paid amounts, the Employee must continue to remit payment to the City during the period of injury leave or risk the loss of the benefit due to non-payment. The City is not responsible for subsidizing the Employee portion of any benefit cost. If an

Employee returns to duty from injury leave, Employee must be absent for three (3) consecutive days to once again enter injury leave status.

B. The City shall require bi-monthly medical reports during the injury leave. In the event the physician permits the Employee to return to work in a limited status, the Employee shall be compensated as allowed by the Workers Compensation program.

C. The City's responsibilities under this Section shall terminate upon the occurrence of any of the following:

- As of the date on which the Employee is declared by a physician to be permanently disabled or on which a retirement plan commences to make disability or retirement payments to the Employee;
- As of the date on which the Employee returns to work with an unrestricted medical release or on which he or she first engaged in any occupation for wage or profit; or
- At the end of one year following the date of the original injury.

D. An Employee shall be eligible for injury leave only upon satisfaction of the following conditions:

- Employee makes a complete report of the injury to Human Resources through his or her Department Head; and
- Employee cooperates with the Human Resources Manager, or designee, to prepare and submit all forms and information related to the Employee that the Human Resources Manager, or designee, may request; and
- Employee cooperates fully with the City's workers compensation insurance carrier so long as the Employee's worker's compensation claim has not been contested; and
- Employee does not use PTO leave at any time.

E. In the event that an Employee is unable to return to work, the Employee may be eligible for benefits provided for in the City's long term disability program or the Workers Compensation Long Term Disability program. While participating in such program, the Employee shall not accrue sick and/or annual leave benefits. The Employee may, however, participate in the City's group insurance programs provided he or she meets the responsibilities under the COBRA Act and the City's insurance program.

#### **Section 16.4 Court Leave**

A. Employees called for jury duty shall be treated as being on approved leave without loss of longevity, leave or pay. Service in court when subpoenaed as a witness shall be treated the same as jury duty. Fees paid by the court, other than those for an Employee's appearance at any time outside the Employee's regularly scheduled shift, for travel, parking and subsistence allowances, shall be remitted to the City.



B. An Employee shall provide his or her Department Head with a copy of a notice to call for jury duty immediately upon receipt by the Employee. When excused or released from jury duty for the day, the Employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing.

## **Section 16.5 Leave Without Pay**

A. An Employee may receive up to three (3) months leave without pay if the City Manager 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 Manager. It shall not be granted if the Employee's absence will hamper provision of City services or operations.

B. An Employee shall request leave without pay provided for in this section in writing at least three (3) months before the Employee's leave would commence. The request should be made to the City Manager, with a copy to the Employee's Department Head. The time frame for requesting leave without pay under this section may be waived by the City Manager, in his or her sole discretion.

C. Upon expiration of the approved leave, the Employee shall be reinstated to the same position the Employee previously filled.

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

E. Benefits will not continue during periods of approved Leave without Pay if the approved period exceeds the equivalent of one full pay period. This includes medical insurance and the utility benefit. Upon return from leave without pay, the Employee must regain eligibility for benefits based on individual program requirements.

## **Section 16.6 Family and/or Medical Leave of Absence**

The City shall comply with the federal Family and Medical Leave Act and the State of Alaska Family Leave Act. FMLA and AFLA, when both are applicable, run concurrently, and paid leave, when available, is charged during periods of approved family leave until exhausted. An employee on leave under FMLA shall suffer no loss of time in City service nor Employee benefits.

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.

### **Section 16.65 Parental Leave**

Parental leave is in excess of Family and Medical Leave entitlement and can extend absences for an additional six (6) weeks if substantiated by a physician's written recommendation, for the purpose of caring for a newborn or newly adopted child. Parental leave must be requested prior to the exhaustion of Family and Medical Leave. Employees must use available leave prior to using LWOP. Employees on parental leave are not eligible for holiday pay and do not accrue personal leave during such absences for any time leave without pay is used. An Employee on parental leave shall remain eligible for Employee benefits, provided any Employee premiums are paid timely. The Employee shall within the first thirty (30) days of parental leave, declare the approximate date of his/her intent to return to work.

An Employee absent from work under this section shall have no job protections as afforded under FMLA.

### **Section 16.7      Emergency Leave**

The City Manager may approve, upon the recommendation of the Department Head, paid emergency leave not to exceed one calendar week per fiscal year when critical illness or death has occurred in the Employee's immediate family. Employees must use all available accrued leave prior to being granted Emergency Leave.

### **Section 16.8      Funeral Leave**

Each full-time Employee shall be eligible for two (2) 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.

### **Section 16.9      Definition of "Immediate Family"**

Immediate family includes the Employee's spouse, domestic partner, children (including stepchildren and adoptive grandchildren, parent, step-parent, sibling, step-sibling, grandparent, aunt or uncle, or a parent, step-parent, sibling, step-sibling of the employee's spouse.

## **ARTICLE 17** **WORK RULES**

### **Section 17.1      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.

## **Section 17.2 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.

### **A. Non-Discrimination**

Employees shall not be discriminated against with respect to compensation, 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.

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.

No Bargaining Unit Member shall be discriminated against for upholding lawful union activities. Employees, who serve on a COBEA committee or committees, serve as Employee Representative or as an officer of COBEA's shall not lose his/her position or be discriminated against for these reasons.

## **Section 17.3 Employee Indemnification**

The City shall indemnify Employees as required by law.

## **Section 17.4 Employee Identification Badges**

All Employees shall be issued and shall wear visibly or be able to produce an ID if asked at all times during working hours Employee identification badges which shall include the Employee's name, Position, Department, and a photo . The badges shall be provided to the Employees at the expense of the City, except as provided below, and shall be issued by the City's Finance Department. Damaged or destroyed badges in course of employee's duty shall be replaced at no cost to Employees. Lost or damaged badges as a result of employee neglect will be replaced at the cost of \$10.00 to the Employee for the first one and \$20.00 for each subsequent replacement card.

## **Section 17.5 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 paragraph is not intended to prohibit legitimate polygraph use in criminal proceeding or for law enforcement pre-employment screening processes.

### **Section 17.6 Outside Employment**

- A. 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.
- B. Prior to accepting or beginning employment outside of the Employee's work with the City, the Employee shall notify their immediate supervisor, in writing. The Department Head shall notify the Human Resources manager.
- C. While the City of Bethel does not prohibit outside employment, the City does prohibit the outside employment from interfering in any way with the Employee's employment with the City.
- D. An Employee shall notify the City Manager in writing of the Employee's intent to do business with the City at the time of the Employee's application or proposal to the City. The City Manager may recommend for or against the application, but in no case shall the City Manager authorize an Employee to do business with the City if doing so would constitute a conflict of interest.

### **Section 17.7 Unlawful Acts Prohibited**

- A. 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.
- B. No person seeking appointment to, or promotion in, the 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.
- C. 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.
- D. 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 and disability except where physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration, is prohibited.

### **Section 17.8 Gifts and Gratuities**

It is the responsibility of each city Employee to remain free from indebtedness or favors which could tend to create a conflict of interest on the part of such Employee. If an Employee is tendered or offered a gift or gratuity under circumstances which could reasonably be construed to create the appearance of a conflict of interest, the Employee shall immediately report such offer to the Employee's supervisor who shall in turn inform the Department Head and the City Manager. Any Employee who knowingly accepts any gift or gratuity without the prior approval of the City Manager in violation of this section may be subject to discipline.

### **Section 17.9 Employment of Relatives**

- A. No person may be employed in any position who is an immediate family member of the City Manager or Human Resources Manager. No person may serve in a supervisory capacity over a member of the employee's immediate family. No member may be hired as a management employee (as defined by BMC 3.12.070) who is an immediate family member of a member of the city council. No person may be hired, transferred, or otherwise put into a position to be a direct supervisor or direct report of an immediate family member.
- B. 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.
- C. The City Manager may, at any time, correct appointments and continued employment prohibited in this section by transfer, layoff, demotion or termination of employment. In doing so, the city manager shall take such corrective action which has the least adverse impact on the employees necessary to cure the prohibited appointment or continued employment, provided such corrective action shall always be in the best interests of the City.

### **17.10 Political Activity**

An Employee, who is elected as a member of the Bethel 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.

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.

### **Section 17.11 Grant Programs**

When an Employee's appointment to a job class is made pursuant to a grant program and the appointment and job class are covered by this Agreement, the provisions of this Agreement shall apply unless the provisions of the grant, or the law that applies to the grant, conflict. If a conflict exists, the grant or law shall apply.

### **Section 17.12 Relationship Between Agreement and Title III of Bethel Municipal Code**

With respect to positions included in the bargaining unit, if there is a conflict between the provisions of this Agreement and Title III of the Bethel Municipal Code, entitled "City of Bethel Personnel Rules and Regulations," the provisions of this Agreement apply. In the event the Agreement is silent on a provision, then the provision of Title III shall apply.

## **ARTICLE 18** **SAFETY**

### **Section 18.1 Safety Rules**

A. 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.

B. 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.

C. 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 Manager.

### **Section 18.2 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.

### **Section 18.3 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 property of the City, may be used only for official work purposes, when practicable, shall remain at the City 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.

### **Section 18.4 Employee Health**

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.

## **ARTICLE 19** **BENEFITS**

### **Section 19.1 Health Insurance**

- A. The City will provide full-time Employees and their qualified dependents group medical, dental, vision, life, short-term and long-term disability insurance benefits. 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. (This does not include any tax levied on the city by the ACA.)

Seasonal Employees and part-time Employees shall not be eligible for health, dental, long term disability and life insurance benefits.

B. The City shall pay the annual cost of the health plan with the following exceptions:

1. Year 1: (effective the first pay period upon ratification by both the Union and the City Council) Employee pays \$20 per month per covered individual (\$60 Max.)
2. Effective July 2018: Employee pays \$25 per month per covered individual (\$75 Max.)
3. Effective July 2019: Employee pays \$30 per month per covered individual (\$90 Max.)

### **Section 19.2 Utility Benefit**

A. Full-time employees shall receive water, sewer, and garbage services from the City for a fee \$132.62 per month. Employees who reside in multi-family dwellings with a shared water tank shall not be eligible for this benefit, including those employees with rental units served by their primary water tank. When the Employee no longer works for the City, the Employee shall not receive the benefits provided for in this Section.

B. Discounted water and sewer services shall be provided on the established delivery schedule, up to a maximum of two a week. The maximum amount of water that shall be provided is 2000 gallons per week. Charges for service that exceed the established limits in this paragraph will be the sole responsibility of the employee

C. All Employees must complete an application to receive the utility benefits which includes the proper approvals to receive utility benefits. Charges for utility services will be deducted from the employee's payroll each month, to include the discounted services and any additional services requested by the employee.

D. Any Employee who fails to notify the Utility Service Department to disconnect services within one week after they change residences may be denied the utility benefit in the future.

E. Employees are not required to pay the established deposit for utility services but will be taxed on the benefit (the difference between the discounted employee rate and the City-established residential rate for the same service).

### **Section 19.3 Deferred Compensation**

The City shall continue the deferred compensation program to be funded entirely by Employee contributions.

### **Section 19.4 Retirement**



All regular Employees shall be enrolled in the Alaska Public Employees Retirement System (PERS) upon hire in accordance with the City's PERS contract with the State of Alaska. Employees hired into positions that are not included in the City's PERS contract will not be eligible for this benefit.

### **Section 19.5: Training/Professional Development**

The City and Union agree that education and training may enhance and 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 and the tuition reimbursement program (Article 21).

In any fiscal year during the term of this Collective Bargaining Agreement, employees covered herein shall be encouraged to take one (1) training or professional development course for which it has been determined that the course will either enhance the employee's job performance or prepare the employee for career advancement within the City, with the course to be scheduled at the Department's convenience during work hours, either on or off-site. The cost of an off-site training course shall depend on whether the funds for it are allocated in the budget.

### **Section 19.6: Other**

City-issued cellular phones, loaner computers, access to specialized housing, use of a city-owned vehicle either during duty hours or in a take-home role, government travel rates, vendor discounts, or other similar items not specifically identified in this agreement are not to be construed as employee benefits. These items are governed by City-adopted policies and may be changed at any time regardless of past practices.

## **ARTICLE 20**

### **STRIKE/LOCKOUT/WORK STOPPAGE/ PICKET LINE**

#### **Section 20.1 Strike/Lockout**

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

#### **Section 20.2 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 21**  
**TUITION ASSISTANCE**

A. If an Employee wants to seek tuition assistance, the Employee shall submit a written request to the Department Head, or designee, for recommendation, subject to approval by the City Manager. A decision to grant tuition assistance is at the sole discretion of the City Manager and is subject to available funds. The Employee's written request must include at a minimum a course syllabus, cost estimate for the class as well as an explanation demonstrating the benefits of the class to the Employee and for the City. The request must identify the vocational school, accredited college or university.

B. If approved, tuition assistance will only be paid if the Employee achieves a passing grade for a pass/fail system, or a "C" grade or better for classes on a letter grading system, or other appropriate proficiency levels applicable to the course(s) taken. An Employee must submit a written copy of the final grade to the City Manager, or designee, in order to be reimbursed.

**ARTICLE 22**  
**GENERAL PROVISIONS**

**Section 22.1      Duration**

A. This Agreement shall become effective July 1, 2017 and shall continue in full force and effect through midnight, June 30, 2020. 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 1<sup>st</sup> of any succeeding year.

**Section 22.2      Separability**

A. 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 be in 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.

B. Replacement. If a determination or decision is made pursuant to Section A 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.

C. Printing of the Agreement. The parties agree that a Union representative and a person appointed by the Employer 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 desires and each party will be responsible for the cost involved in printing that number of copies.

### **Section 22.3 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.

### **ARTICLE 22.4 - Labor/Management Committee**

- A. To facilitate two-way communications between the parties and to promote a climate conducive to constructive employee relations and greater productivity, a joint labor/management committee shall be established. This committee shall consist of up to three Management Representatives and three Association Representatives, and shall be chaired by the City Manager or his/her designee.
- B. This joint committee shall meet upon request of either party on a quarterly basis to discuss matters of mutual interest, including operating problems, methods of improving productivity, morale and public relations, or to work on specific issues as required in this agreement. Approved time spent in meetings shall neither be charged to leave credits nor considered overtime worked.
- C. The committee(s) shall have no authority to contravene any provisions of this Agreement, nor to enter into any agreements binding the parties. Matters requiring a Letter of Agreement shall not be implemented until a signed Letter of Agreement has been approved by the designated management Representatives and Association Designated Negotiators.

## Appendix A

<b>Classification</b>	<b>Range</b>
<b>Finance Department</b>	
General Ledger	8
Grant Manager	7
Accounting Specialist	5
Accounting Clerk	4
<b>Administrative</b>	
Administrative Assistant	4
Public Safety Dispatcher	5
<b>Information Technology</b>	
IT Technician	6
<b>Public Works</b>	
Streets and Roads	
Streets and Roads Foreman	6
Grader Operator	4
Operator/Driver	4
Property Maintenance	
Building Maintenance Foreman	6
Property Maintenance Worker	4
Solid Waste	
Landfill Manager	4
Landfill Technician	3
Solid Waste Driver	4
Utility Services	
Utility Foreman	6
Water Truck Driver	4

## Appendix A

<b>Classification</b>	<b>Range</b>
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Solid Waste	
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Landfill Technician	3
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## Appendix A

<b>Classification</b>	<b>Range</b>
Evacuation Truck Driver	4
<b>Utility Maintenance</b>	
Utility Maintenance Foreman	6
Utility Maintenance Worker	4
Water Treatment Operator	4
Water Treatment Facilities Coordinator	5
<b>Vehicle and Equipment Maintenance</b>	
Mechanic II/Oiler	5
Mechanic I	4
Parts Inventory Clerk	4
<b>Bethel Transit System (Grant Funded)</b>	
Transit Manager	6
Bus Driver	4
<b>Municipal Dock and Port of Bethel</b>	
Administrative Assistant	4
City Dock Attendant	4
<b>Community Service Patrol (Grant Funded)</b>	
Comm. Service Patrol Officers	5
<b>Public Safety Positions</b>	
Officer Candidate (Police)	PS1
Certified Police Officer	PS3
Police Corporal	PS4
Police Sergeant	PS5
Police Lieutenant	PS6
Firefighter/EMT	PS2
Fire Captain	PS6

APPENDIX B

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2017 THROUGH JUNE 30, 2018

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	71,766	34.50	73,560	35.37	75,399	36.25	77,284	37.16	79,216	38.08	81,197	39.04	83,227	40.01	85,307	41.01	87,440	42.04	89,626	43.09
PS 5	69,204	33.27	70,934	34.10	72,707	34.96	74,525	35.83	76,388	36.73	78,298	37.64	80,255	38.58	82,262	39.55	84,318	40.54	86,426	41.55
PS 4	64,092	30.81	65,694	31.58	67,337	32.37	69,020	33.18	70,746	34.01	72,514	34.86	74,327	35.73	76,185	36.63	78,090	37.54	80,042	38.48
PS 3	59,345	28.53	60,829	29.24	62,349	29.98	63,908	30.73	65,506	31.49	67,143	32.28	68,822	33.09	70,543	33.91	72,306	34.76	74,114	35.63
PS 2	49,850	23.97	51,096	24.57	52,374	25.18	53,683	25.81	55,025	26.45	56,401	27.12	57,811	27.79	59,256	28.49	60,737	29.20	62,256	29.93
PS 1	47,476	22.83	48,663	23.40	49,879	23.98	51,126	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51
STEP RANGE	K		L		M		N		O		P		Q		R		S		T	
PS 6	91,867	44.17	94,163	45.27	96,517	46.40	98,930	47.56	101,403	48.75	103,939	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,729	55.16
PS 5	88,587	42.59	90,802	43.65	93,072	44.75	95,398	45.86	97,783	47.01	100,228	48.19	102,734	49.39	105,302	50.63	107,935	51.89	110,633	53.19
PS 4	82,043	39.44	84,094	40.43	86,197	41.44	88,352	42.48	90,560	43.54	92,824	44.63	95,145	45.74	97,524	46.89	99,962	48.06	102,461	49.26
PS 3	75,967	36.52	77,866	37.44	79,812	38.37	81,808	39.33	83,853	40.31	85,949	41.32	88,098	42.35	90,300	43.41	92,558	44.50	94,872	45.61
PS 2	63,812	30.68	65,408	31.45	67,043	32.23	68,719	33.04	70,437	33.86	72,198	34.71	74,003	35.58	75,853	36.47	77,749	37.38	79,693	38.31

Appendix B

CITY OF BETHEL WAGE SCALE FOR JULY 1, 2017 THROUGH JUNE 30, 2018

ANNUAL I 1.025

STEP RANGE	A		B		B-1		C		C-1		D		D-1		E		E-1			
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly		
9	61,300	29.47	62,833	30.21	64,403	30.98	66,013	31.74	67,664	32.53	69,355	33.34	71,089	34.18	72,866	35.03	74,688	35.91	76,555	36.81
8	56,748	27.28	58,167	27.96	59,621	28.66	61,111	29.38	62,639	30.11	64,205	30.87	65,810	31.64	67,456	32.43	69,142	33.24	70,870	34.07
7	51,274	24.65	52,586	25.27	53,870	25.90	55,216	26.55	56,597	27.21	58,012	27.89	59,462	28.59	60,949	29.30	62,472	30.03	64,034	30.79
6	47,476	22.82	48,663	23.40	49,879	23.98	51,126	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51
5	43,959	21.13	45,058	21.66	46,184	22.20	47,339	22.76	48,523	23.33	49,736	23.91	50,979	24.51	52,253	25.12	53,560	25.75	54,899	26.39
4	40,703	19.57	41,721	20.06	42,764	20.56	43,833	21.07	44,928	21.60	46,052	22.14	47,203	22.69	48,383	23.26	49,593	23.84	50,832	24.44
3	37,687	18.12	38,629	18.57	39,595	19.04	40,585	19.51	41,599	20.00	42,639	20.50	43,705	21.01	44,798	21.54	45,918	22.08	47,066	22.63
2	34,896	16.78	35,768	17.20	36,663	17.63	37,579	18.07	38,519	18.52	39,482	18.98	40,469	19.46	41,480	19.94	42,517	20.44	43,580	20.95
1	32,311	15.53	33,119	15.92	33,947	16.32	34,795	16.73	35,665	17.15	36,557	17.58	37,471	18.01	38,408	18.47	39,368	18.93	40,352	19.40
STEP RANGE	F		G		G-1		H		H-1		I		I-1		J		J-1			
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly		
9	78,469	37.73	80,431	38.67	82,442	39.64	84,503	40.63	86,615	41.64	88,781	42.68	91,000	43.75	93,275	44.84	95,607	45.96	97,997	47.11
8	72,642	34.92	74,458	35.80	76,320	36.69	78,228	37.61	80,183	38.55	82,188	39.51	84,243	40.50	86,349	41.51	88,508	42.55	90,720	43.62
7	65,635	31.56	67,276	32.34	68,958	33.15	70,682	33.98	72,449	34.83	74,260	35.70	76,117	36.59	78,019	37.51	79,970	38.45	81,969	39.41
6	60,773	29.22	62,293	29.95	63,850	30.70	65,446	31.46	67,082	32.25	68,759	33.06	70,478	33.88	72,240	34.73	74,046	35.60	75,898	36.49
5	56,271	27.05	57,678	27.73	59,120	28.42	60,598	29.13	62,113	29.86	63,666	30.61	65,257	31.37	66,889	32.16	68,561	32.96	70,275	33.79
4	52,103	25.05	53,406	25.68	54,741	26.32	56,110	26.98	57,512	27.65	58,950	28.34	60,424	29.05	61,934	29.78	63,483	30.52	65,070	31.28
3	48,243	23.19	49,449	23.77	50,685	24.37	51,952	24.98	53,251	25.60	54,582	26.24	55,947	26.90	57,345	27.57	58,779	28.25	60,248	29.97
2	44,670	21.48	45,787	22.01	46,931	22.56	48,105	23.13	49,307	23.71	50,540	24.30	51,803	24.91	53,098	25.53	54,426	26.17	55,786	26.82
1	41,361	19.89	42,395	20.38	43,455	20.89	44,541	21.41	45,655	21.95	46,796	22.50	47,966	23.06	49,165	23.64	50,394	24.23	51,654	24.83
STEP RANGE	K		L		L-1		M		M-1		N		N-1		O		O-1		P	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	100,447	48.29	102,958	49.50	105,532	50.74	108,171	52.01	110,875	53.31	113,647	54.64	116,488	56.00	119,400	57.40	122,385	58.84	125,445	60.31
8	92,988	44.71	95,313	45.82	97,696	46.97	100,138	48.14	102,642	49.35	105,208	50.58	107,838	51.85	110,534	53.14	113,297	54.47	116,130	55.83
7	84,018	40.39	86,119	41.40	88,272	42.44	90,479	43.50	92,741	44.59	95,059	45.70	97,436	48.04	99,871	49.02	102,368	49.22	104,927	50.45
6	77,795	37.40	79,740	38.34	81,733	39.29	83,777	40.28	85,871	41.28	88,016	42.32	90,218	43.37	92,474	44.46	94,786	45.57	97,155	46.71
5	72,032	34.63	73,833	35.50	75,679	36.38	77,571	37.29	79,510	38.23	81,498	39.18	83,535	40.16	85,623	41.17	87,764	42.19	89,958	43.25
4	66,697	32.07	68,364	32.87	70,073	33.69	71,825	34.53	73,621	35.39	75,461	36.28	77,348	37.19	79,281	38.12	81,263	39.07	83,295	40.05
3	61,755	29.69	63,298	30.43	64,881	31.19	66,503	31.97	68,165	32.77	69,870	33.59	71,616	34.43	73,407	35.29	75,242	36.17	77,123	37.08
2	57,181	27.49	58,611	28.18	60,076	28.88	61,578	29.60	63,117	30.34	64,695	31.10	66,313	31.88	67,970	32.68	69,670	33.50	71,411	34.33
1	52,945	25.45	54,269	26.09	55,626	26.74	57,016	27.41	58,442	28.10	59,903	28.80	61,400	29.52	62,935	30.26	64,509	31.01	66,121	31.79



APPENDIX C

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2018 THROUGH JUNE 30, 2019

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	73,560	35.37	75,399	36.25	77,284	37.16	79,216	38.08	81,196	39.04	83,226	40.01	85,307	41.01	87,440	42.04	89,626	43.09	91,866	44.17
PS 5	70,934	34.10	72,707	34.96	74,525	35.83	76,388	36.73	78,298	37.64	80,255	38.58	82,262	39.55	84,318	40.54	86,426	41.55	88,587	42.59
PS 4	65,694	31.58	67,336	32.37	69,020	33.18	70,745	34.01	72,514	34.86	74,327	35.73	76,185	36.63	78,090	37.54	80,042	38.48	82,043	39.44
PS 3	60,829	29.24	62,350	29.98	63,908	30.73	65,506	31.49	67,144	32.28	68,822	33.09	70,543	33.91	72,307	34.76	74,114	35.63	75,967	36.52
PS 2	51,096	24.57	52,373	25.18	53,683	25.81	55,025	26.45	56,400	27.12	57,810	27.79	59,256	28.49	60,737	29.20	62,256	29.93	63,812	30.68
PS 1	48,663	23.40	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51	60,773	29.22
STEP RANGE	K		L		M		N		O		P		Q		R		S		T	
PS 6	94,163	45.27	96,517	46.40	98,930	47.56	101,403	48.75	103,938	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,728	55.16	117,597	56.54
PS 5	90,802	43.65	93,072	44.75	95,398	45.86	97,783	47.01	100,228	48.19	102,734	49.39	105,302	50.63	107,934	51.89	110,633	53.19	113,399	54.52
PS 4	84,094	40.43	86,196	41.44	88,351	42.48	90,560	43.54	92,824	44.63	95,144	45.74	97,523	46.89	99,961	48.06	102,460	49.26	105,022	50.49
PS 3	77,866	37.44	79,813	38.37	81,808	39.33	83,853	40.31	85,950	41.32	88,099	42.36	90,301	43.41	92,559	44.50	94,872	45.61	97,244	46.75
PS 2	65,407	31.45	67,042	32.23	68,718	33.04	70,436	33.86	72,197	34.71	74,002	35.58	75,852	36.47	77,749	37.38	79,692	38.31	81,685	39.27

Appendix C

CITY OF BETHEL WAGE SCALE FOR JULY 1, 2018 THROUGH JUNE 30, 2019

STEP RANGE	ANNUAL   1.025		A		B		B-1		C		C-1		D		D-1		E		E-1	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	62,832	30.21	64,403	30.96	66,013	31.74	67,663	32.53	69,355	33.34	71,089	34.18	72,866	35.03	74,688	35.91	76,555	36.81	78,469	37.73
8	58,167	27.96	59,621	28.66	61,112	29.38	62,639	30.12	64,205	30.87	65,811	31.64	67,456	32.43	69,142	33.24	70,871	34.07	72,643	34.92
7	52,556	25.27	53,870	25.90	55,217	26.55	56,597	27.21	58,012	27.89	59,462	28.59	60,949	29.30	62,473	30.03	64,034	30.79	65,635	31.56
6	48,663	23.40	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,494	27.13	57,845	27.81	59,291	28.51	60,773	29.22
5	45,058	21.66	46,184	22.20	47,339	22.76	48,523	23.33	49,736	23.91	50,979	24.51	52,253	25.12	53,560	25.84	54,899	26.39	56,271	27.05
4	41,720	20.06	42,763	20.56	43,832	21.07	44,928	21.60	46,051	22.14	47,202	22.69	48,382	23.26	49,592	23.84	50,832	24.44	52,103	25.05
3	38,629	18.57	39,595	19.04	40,585	19.51	41,599	20.00	42,639	20.50	43,705	21.01	44,798	21.54	45,918	22.08	47,066	22.63	48,242	23.19
2	35,768	17.20	36,662	17.63	37,579	18.07	38,518	18.52	39,481	18.98	40,468	19.46	41,480	19.94	42,517	20.44	43,580	20.95	44,569	21.48
1	33,119	15.92	33,947	16.32	34,796	16.73	35,665	17.15	36,557	17.58	37,471	18.01	38,408	18.47	39,368	18.93	40,352	19.40	41,361	19.89
STEP RANGE	F		G		H		G-1		H-1		I		H-1		J		O		J-1	
9	80,430	38.67	82,441	39.64	84,502	40.63	86,615	41.64	88,780	42.68	90,999	43.75	93,274	44.84	95,606	45.96	97,996	47.11	100,446	48.29
8	74,459	35.80	76,320	36.69	78,228	37.61	80,184	38.55	82,188	39.51	84,243	40.50	86,349	41.51	88,500	42.55	90,721	43.62	92,989	44.71
7	67,276	32.94	68,958	33.15	70,682	33.98	72,449	34.83	74,260	35.70	76,117	36.59	78,020	37.51	79,970	38.45	81,969	39.41	84,019	40.39
6	62,293	29.95	63,850	30.70	65,446	31.46	67,082	32.25	68,760	33.06	70,479	33.86	72,240	34.73	74,047	35.60	75,898	36.49	77,795	37.40
5	57,678	27.73	59,120	28.42	60,598	29.13	62,113	29.86	63,666	30.61	65,257	31.37	66,889	32.16	68,561	32.96	70,275	33.79	72,032	34.63
4	53,405	25.68	54,740	26.32	56,109	26.98	57,511	27.65	58,949	28.34	60,423	29.05	61,934	29.78	63,482	30.52	65,069	31.28	66,696	32.07
3	49,448	23.77	50,685	24.37	51,952	24.98	53,251	25.60	54,582	26.24	55,946	26.90	57,345	27.57	58,779	28.26	60,248	28.97	61,754	29.69
2	45,786	22.01	46,931	22.56	48,104	23.13	49,307	23.71	50,539	24.30	51,803	24.91	53,098	25.53	54,425	26.17	55,786	26.82	57,181	27.49
1	42,395	20.38	43,455	20.89	44,541	21.41	45,655	21.95	46,796	22.50	47,966	23.06	49,165	23.64	50,394	24.23	51,654	24.63	52,946	25.45
STEP RANGE	K		L		M		L-1		M-1		N		N-1		O		O-1		P	
9	102,958	49.50	105,531	50.74	108,170	52.00	110,874	53.30	113,646	54.64	116,487	56.00	119,399	57.40	122,384	58.84	125,444	60.31	128,580	61.82
8	95,313	45.82	97,696	46.97	100,139	48.14	102,642	49.35	105,208	50.58	107,838	51.85	110,534	53.14	113,298	54.47	116,130	55.83	119,039	57.23
7	86,119	41.40	88,272	42.44	90,479	43.50	92,741	44.59	95,059	45.70	97,436	46.84	99,872	48.02	102,369	49.22	104,928	50.45	107,551	51.71
6	79,740	38.34	81,733	39.28	83,777	40.28	85,871	41.28	88,018	42.32	90,218	43.37	92,474	44.46	94,786	45.57	97,155	46.71	99,584	47.88
5	73,833	35.50	75,679	36.38	77,571	37.29	79,510	38.23	81,498	39.18	83,535	40.16	85,623	41.17	87,764	42.19	89,958	43.25	92,207	44.33
4	68,363	32.87	70,072	33.69	71,824	34.53	73,620	35.35	75,460	36.28	77,347	37.19	79,280	38.12	81,262	39.07	83,294	40.05	85,376	41.05
3	63,298	30.43	64,881	31.19	66,503	31.97	68,165	32.77	69,869	33.59	71,676	34.43	73,406	35.29	75,242	36.17	77,123	37.08	79,051	38.01
2	58,610	28.18	60,075	28.86	61,577	29.60	63,117	30.34	64,695	31.10	66,312	31.88	67,970	32.68	69,669	33.49	71,411	34.33	73,196	35.19
1	54,269	26.09	55,626	26.74	57,017	27.41	58,442	28.10	59,903	28.80	61,401	29.52	62,936	30.26	64,509	31.01	66,122	31.79	67,775	32.58

APPENDIX D

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2019 THROUGH JUNE 30, 2020

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	75,399	36.25	77,284	37.16	79,216	38.08	81,196	39.04	83,226	40.01	85,307	41.01	87,440	42.04	89,626	43.09	91,866	44.17	94,163	45.27
PS 5	72,707	34.96	74,525	35.83	76,388	36.72	78,297	37.64	80,255	38.58	82,261	39.55	84,318	40.54	86,426	41.55	88,586	42.59	90,801	43.65
PS 4	67,336	32.37	69,019	33.18	70,745	34.01	72,514	34.86	74,326	35.73	76,185	36.63	78,089	37.54	80,041	38.48	82,042	39.44	84,093	40.43
PS 3	62,350	29.98	63,909	30.73	65,506	31.49	67,144	32.28	68,823	33.09	70,543	33.92	72,307	34.76	74,115	35.63	75,967	36.52	77,867	37.44
PS 2	52,373	25.18	53,682	25.81	55,024	26.45	56,400	27.12	57,810	27.79	59,255	28.49	60,737	29.20	62,255	29.93	63,811	30.68	65,407	31.45
PS 1	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,435	27.13	57,846	27.81	59,292	28.51	60,774	29.22	62,293	29.95
STEP RANGE	K		L		M		N		O		P		Q		R		S		T	
PS 6	96,517	46.40	98,930	47.56	101,403	48.75	103,938	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,728	55.16	117,597	56.54	120,537	57.95
PS 5	93,071	44.75	95,398	45.86	97,783	47.01	100,227	48.19	102,733	49.39	105,301	50.63	107,934	51.89	110,632	53.19	113,398	54.52	116,233	55.88
PS 4	86,196	41.44	88,351	42.48	90,559	43.54	92,823	44.63	95,144	45.74	97,523	46.89	99,961	48.06	102,460	49.26	105,021	50.49	107,647	51.75
PS 3	79,813	38.37	81,809	39.33	83,854	40.31	85,950	41.32	88,099	42.36	90,301	43.41	92,559	44.50	94,873	45.61	97,245	46.75	99,676	47.92
PS 2	67,042	32.23	68,718	33.04	70,436	33.86	72,197	34.71	74,002	35.58	75,852	36.47	77,748	37.38	79,692	38.31	81,684	39.27	83,726	40.25

Appendix D

CITY OF BETHEL WAGE SCALE FOR JULY 1, 2019 THROUGH JUNE 30, 2020

STEP RANGE	I 025		A		A-1		B		B-1		C		C-1		D		D-1		E		E-1		
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	
9	64,402	30.96	66,012	31.74	67,662	32.53	69,354	33.34	71,088	34.18	72,865	35.03	74,687	35.91	76,554	36.80	78,468	37.72	80,429	38.67			
8	59,621	28.66	61,112	29.38	62,639	30.12	64,205	30.87	65,810	31.64	67,456	32.43	69,142	33.24	70,871	34.07	72,642	34.92	74,458	35.80			
7	53,870	25.90	55,217	26.55	56,597	27.21	58,012	27.89	59,462	28.59	60,949	29.30	62,473	30.03	64,035	30.79	65,635	31.56	67,276	32.34			
6	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,435	27.13	57,846	27.81	59,292	28.51	60,774	29.22	62,293	29.95			
5	46,194	22.20	47,339	22.76	48,522	23.33	49,735	23.91	50,978	24.51	52,253	25.12	53,559	25.75	54,898	26.39	56,271	27.05	57,677	27.73			
4	42,763	20.56	43,822	21.07	44,928	21.60	46,051	22.14	47,202	22.69	48,382	23.26	49,592	23.84	50,832	24.44	52,103	25.05	53,405	25.68			
3	39,595	19.04	40,585	19.51	41,599	20.00	42,639	20.50	43,705	21.01	44,798	21.54	45,918	22.08	47,066	22.63	48,243	23.19	49,449	23.77			
2	36,662	17.63	37,579	18.07	38,518	18.52	39,481	18.98	40,468	19.46	41,480	19.94	42,517	20.44	43,580	20.95	44,669	21.48	45,786	22.01			
1	33,946	16.32	34,795	16.73	35,665	17.15	36,556	17.58	37,470	18.01	38,407	18.46	39,367	18.93	40,351	19.40	41,360	19.88	42,394	20.38			
STEP RANGE	F		F-1		G		G-1		H		H-1		I		I-1		J		J-1		K		
9	82,440	39.63	84,501	40.63	86,614	41.64	88,779	42.68	90,998	43.75	93,273	44.84	95,605	45.96	97,995	47.11	100,445	48.29	102,956	49.50			
8	76,320	36.69	78,228	37.61	80,184	38.55	82,188	39.51	84,243	40.50	86,349	41.51	88,508	42.55	90,720	43.62	92,988	44.71	95,313	45.82			
7	68,958	33.15	70,682	33.98	72,449	34.83	74,260	35.70	76,117	36.59	78,020	37.51	79,970	38.45	81,970	39.41	84,019	40.39	86,119	41.40			
6	63,851	30.70	65,447	31.46	67,083	32.25	68,760	33.06	70,479	33.88	72,241	34.73	74,047	35.60	75,898	36.49	77,796	37.40	79,741	38.34			
5	59,119	28.42	60,597	29.13	62,112	29.86	63,665	30.61	65,257	31.37	66,888	32.16	68,560	32.86	70,274	33.79	72,031	34.63	73,832	35.50			
4	54,740	26.32	56,109	26.98	57,511	27.65	58,949	28.34	60,423	29.05	61,934	29.78	63,482	30.52	65,069	31.28	66,696	32.07	68,363	32.87			
3	50,685	24.37	51,982	24.98	53,251	25.60	54,582	26.24	55,947	26.90	57,345	27.57	58,779	28.26	60,248	28.97	61,755	29.69	63,299	30.43			
2	46,930	22.56	48,104	23.13	49,306	23.70	50,539	24.30	51,802	24.91	53,098	25.53	54,425	26.17	55,786	26.82	57,180	27.49	58,610	28.18			
1	43,454	20.89	44,540	21.41	45,654	21.95	46,795	22.50	47,965	23.06	49,164	23.64	50,393	24.23	51,653	24.83	52,944	25.45	54,268	26.09			
STEP RANGE	K		K-1		L		L-1		M		M-1		N		N-1		O		O-1		P		
9	105,530	50.74	108,168	52.00	110,873	53.30	113,644	54.64	116,486	56.00	119,398	57.40	122,383	58.84	125,442	60.31	128,578	61.82	131,793	63.36	135,088	64.95	
8	97,696	46.97	100,138	48.14	102,642	49.35	105,208	50.58	107,838	51.85	110,534	53.14	113,297	54.47	116,190	55.83	119,033	57.23	122,009	58.66	125,059	60.12	
7	88,272	42.44	90,479	43.50	92,741	44.59	95,060	45.70	97,436	46.84	99,872	48.02	102,369	49.22	104,928	50.45	107,551	51.71	110,240	53.00	112,996	54.32	
6	81,734	39.30	83,778	40.28	85,872	41.28	88,019	42.32	90,219	43.37	92,475	44.46	94,787	45.57	97,156	46.71	99,585	47.88	102,075	49.07	104,627	50.30	
5	75,678	36.38	77,570	37.29	79,509	38.23	81,497	39.18	83,534	40.16	85,623	41.16	87,763	42.19	89,957	43.25	92,206	44.33	94,511	45.44	96,874	46.57	
4	70,072	33.69	71,824	34.53	73,620	35.39	75,460	36.28	77,347	37.19	79,280	38.12	81,262	39.07	83,294	40.05	85,376	41.05	87,511	42.07	89,698	43.12	
3	64,881	31.19	66,503	31.97	68,166	32.77	69,870	33.59	71,617	34.43	73,407	35.29	75,242	36.17	77,123	37.08	79,051	38.01	81,028	38.96	83,053	39.93	
2	60,075	28.88	61,577	29.60	63,116	30.34	64,694	31.10	66,312	31.88	67,969	32.68	69,669	33.49	71,410	34.33	73,196	35.19	75,025	36.07	76,901	36.97	
1	55,624	26.74	57,015	27.41	58,440	28.10	59,901	28.80	61,399	29.52	62,934	30.26	64,507	31.01	66,120	31.79	67,773	32.58	69,467	33.40	71,204	34.23	

## Appendix A

<b>Classification</b>	<b>Range</b>
<b>Finance Department</b>	
General Ledger	8
Grant Manager	7
Accounting Specialist	5
Accounting Clerk	4
<b>Administrative</b>	
Administrative Assistant	4
Public Safety Dispatcher	5
<b>Information Technology</b>	
IT Technician	6
<b>Public Works</b>	
<b>Streets and Roads</b>	
Streets and Roads Foreman	6
Grader Operator	4
Operator/Driver	4
<b>Property Maintenance</b>	
Building Maintenance Foreman	6
Property Maintenance Worker	4
<b>Solid Waste</b>	
Landfill Manager	4
Landfill Technician	3
Solid Waste Driver	4
<b>Utility Services</b>	
Utility Foreman	6
Water Truck Driver	4

## Appendix A

<b>Classification</b>	<b>Range</b>
Evacuation Truck Driver	4
<b>Utility Maintenance</b>	
Utility Maintenance Foreman	6
Utility Maintenance Worker	4
Water Treatment Operator	4
Water Treatment Facilities Coordinator	5
<b>Vehicle and Equipment Maintenance</b>	
Mechanic II/Oiler	5
Mechanic I	4
Parts Inventory Clerk	4
<b>Bethel Transit System (Grant Funded)</b>	
Transit Manager	6
Bus Driver	4
<b>Municipal Dock and Port of Bethel</b>	
Administrative Assistant	4
City Dock Attendant	4
<b>Community Service Patrol (Grant Funded)</b>	
Comm. Service Patrol Officers	5
<b>Public Safety Positions</b>	
Officer Candidate (Police)	PS1
Certified Police Officer	PS3
Police Corporal	PS4
Police Sergeant	PS5
Police Lieutenant	PS6
Firefighter/EMT	PS2
Fire Captain	PS6

APPENDIX B

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2017 THROUGH JUNE 30, 2018

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	71,766	34.50	73,560	35.37	75,399	36.25	77,284	37.16	79,216	38.08	81,197	39.04	83,227	40.01	85,307	41.01	87,440	42.04	89,626	43.09
PS 5	69,204	33.27	70,934	34.10	72,707	34.96	74,525	35.83	76,388	36.73	78,298	37.64	80,255	38.58	82,262	39.55	84,318	40.54	86,426	41.55
PS 4	64,092	30.81	65,694	31.58	67,337	32.37	69,020	33.18	70,746	34.01	72,514	34.86	74,327	35.73	76,185	36.63	78,090	37.54	80,042	38.48
PS 3	59,345	28.53	60,829	29.24	62,349	29.98	63,908	30.73	65,506	31.49	67,143	32.28	68,822	33.09	70,543	33.91	72,306	34.76	74,114	35.63
PS 2	49,850	23.97	51,096	24.57	52,374	25.18	53,683	25.81	55,025	26.45	56,401	27.12	57,811	27.79	59,256	28.49	60,737	29.20	62,256	29.93
PS 1	47,476	22.83	48,663	23.40	49,879	23.98	51,126	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51
STEP RANGE	K		L		M		N		O		P		Q		R		S		T	
PS 6	91,867	44.17	94,163	45.27	96,517	46.40	98,930	47.56	101,403	48.75	103,939	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,729	55.16
PS 5	88,587	42.59	90,802	43.65	93,072	44.75	95,398	45.86	97,783	47.01	100,228	48.19	102,734	49.39	105,302	50.63	107,935	51.89	110,633	53.19
PS 4	82,043	39.44	84,094	40.43	86,197	41.44	88,352	42.48	90,560	43.54	92,824	44.63	95,145	45.74	97,524	46.89	99,962	48.06	102,461	49.26
PS 3	75,967	36.52	77,866	37.44	79,812	38.37	81,808	39.33	83,853	40.31	85,949	41.32	88,098	42.35	90,300	43.41	92,558	44.50	94,872	45.61
PS 2	63,812	30.68	65,408	31.45	67,043	32.23	68,719	33.04	70,437	33.86	72,198	34.71	74,003	35.58	75,853	36.47	77,749	37.38	79,693	38.31

Appendix B

CITY OF BETHEL WAGE SCALE FOR JULY 1, 2017 THROUGH JUNE 30, 2018

ANNUAL I 1.025

STEP RANGE	A		A-1		B		B-1		C		C-1		D		D-1		E		E-1			
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly		
9	61,300	29.47	62,833	30.21	64,403	30.96	66,013	31.74	67,664	32.53	69,355	33.34	71,089	34.18	72,866	35.03	74,688	35.91	76,555	36.81		
8	56,748	27.28	58,167	27.96	59,621	28.66	61,111	29.38	62,639	30.11	64,205	30.87	65,810	31.64	67,456	32.43	69,142	33.24	70,870	34.07		
7	51,274	24.65	52,556	25.27	53,870	25.90	55,216	26.55	56,597	27.21	58,012	27.89	59,462	28.59	60,948	29.30	62,472	30.03	64,034	30.79		
6	47,476	22.82	48,663	23.40	49,879	23.98	51,126	24.58	52,405	25.19	53,715	25.82	55,056	26.47	56,434	27.13	57,845	27.81	59,291	28.51		
5	43,958	21.13	45,058	21.66	46,184	22.20	47,339	22.76	48,523	23.33	49,736	23.91	50,979	24.51	52,253	25.12	53,560	25.75	54,899	26.39		
4	40,703	19.57	41,721	20.06	42,764	20.56	43,833	21.07	44,928	21.60	46,052	22.14	47,203	22.69	48,383	23.26	49,593	23.84	50,832	24.44		
3	37,687	18.12	38,629	18.57	39,595	19.04	40,585	19.51	41,599	20.00	42,639	20.50	43,705	21.01	44,798	21.54	45,918	22.08	47,066	22.63		
2	34,896	16.78	35,768	17.20	36,663	17.63	37,579	18.07	38,519	18.52	39,482	18.98	40,469	19.46	41,480	19.94	42,517	20.44	43,580	20.95		
1	32,311	15.53	33,119	15.92	33,947	16.32	34,795	16.73	35,665	17.15	36,557	17.58	37,471	18.01	38,408	18.47	39,368	18.93	40,352	19.40		
STEP RANGE	F		F-1		G		G-1		H		H-1		I		I-1		J		J-1			
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly		
9	78,469	37.73	80,431	38.67	82,442	39.64	84,503	40.63	86,615	41.64	88,781	42.68	91,000	43.75	93,275	44.84	95,607	45.96	97,997	47.11		
8	72,642	34.92	74,450	35.80	76,320	36.69	78,228	37.61	80,183	38.55	82,188	39.51	84,243	40.50	86,349	41.51	88,508	42.55	90,720	43.62		
7	65,635	31.56	67,276	32.34	68,958	33.15	70,682	33.98	72,449	34.83	74,260	35.70	76,117	36.59	78,019	37.51	79,970	38.45	81,969	39.41		
6	60,773	29.22	62,293	29.95	63,850	30.70	65,446	31.46	67,082	32.25	68,759	33.06	70,478	33.88	72,240	34.73	74,046	35.60	75,898	36.49		
5	56,271	27.05	57,678	27.73	59,120	28.42	60,598	29.13	62,113	29.86	63,666	30.61	65,257	31.37	66,889	32.16	68,561	32.96	70,275	33.79		
4	52,103	25.05	53,406	25.68	54,741	26.32	56,110	26.98	57,512	27.65	58,950	28.34	60,424	29.05	61,934	29.78	63,483	30.52	65,070	31.28		
3	48,243	23.19	49,449	23.77	50,685	24.37	51,952	24.98	53,251	25.60	54,582	26.24	55,947	26.90	57,345	27.57	58,779	28.25	60,248	28.97		
2	44,670	21.48	45,787	22.01	46,931	22.56	48,105	23.13	49,307	23.71	50,540	24.30	51,803	24.91	53,098	25.53	54,426	26.17	55,786	26.82		
1	41,361	19.89	42,395	20.38	43,455	20.89	44,541	21.41	45,655	21.95	46,796	22.50	47,966	23.06	49,165	23.64	50,394	24.23	51,654	24.83		
STEP RANGE	K		K-1		L		L-1		M		M-1		N		N-1		O		O-1		P	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	100,447	48.29	102,958	49.50	105,532	50.74	108,171	52.01	110,875	53.31	113,647	54.64	116,488	56.00	119,400	57.40	122,385	58.84	125,445	60.31	128,581	61.82
8	92,988	44.71	95,313	45.82	97,696	46.97	100,138	48.14	102,642	49.35	105,208	50.58	107,838	51.85	110,534	53.14	113,297	54.47	116,130	55.83	119,033	57.23
7	84,018	40.39	86,119	41.40	88,272	42.44	90,479	43.50	92,741	44.59	95,059	45.70	97,436	46.84	99,871	48.02	102,368	49.22	104,927	50.45	107,551	51.71
6	77,795	37.40	79,740	38.34	81,733	39.29	83,777	40.28	85,871	41.28	88,018	42.32	90,218	43.37	92,474	44.46	94,786	45.57	97,155	46.71	92,207	44.33
5	72,032	34.63	73,833	35.50	75,679	36.38	77,571	37.29	79,510	38.23	81,498	39.18	83,535	40.16	85,623	41.17	87,764	42.19	89,958	43.25	85,377	41.05
4	66,697	32.07	68,364	32.87	70,073	33.69	71,825	34.53	73,621	35.39	75,461	36.28	77,348	37.19	79,281	38.12	81,263	39.07	83,295	40.05	79,051	38.01
3	61,755	29.69	63,298	30.43	64,881	31.19	66,503	31.97	68,165	32.77	69,870	33.59	71,616	34.43	73,407	35.29	75,242	36.17	77,123	37.06	73,197	35.19
2	57,181	27.49	58,611	28.18	60,076	28.88	61,578	29.60	63,117	30.34	64,695	31.10	66,313	31.88	67,970	32.68	69,670	33.50	71,411	34.33	67,775	32.58
1	52,945	25.45	54,269	26.09	55,626	26.74	57,016	27.41	58,442	28.10	59,903	28.80	61,400	29.52	62,935	30.26	64,509	31.01	66,121	31.79	-	-



APPENDIX C

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2018 THROUGH JUNE 30, 2019

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	73,560	35.37	75,399	36.25	77,284	37.16	79,216	38.08	81,196	39.04	83,226	40.01	85,307	41.01	87,440	42.04	89,626	43.09	91,866	44.17
PS 5	70,934	34.10	72,707	34.96	74,525	35.83	76,388	36.73	78,298	37.64	80,255	38.58	82,262	39.55	84,318	40.54	86,426	41.55	88,587	42.59
PS 4	65,694	31.58	67,336	32.37	69,020	33.18	70,745	34.01	72,514	34.86	74,327	35.73	76,185	36.63	78,090	37.54	80,042	38.48	82,043	39.44
PS 3	60,829	29.24	62,350	29.98	63,908	30.73	65,506	31.49	67,144	32.28	68,822	33.09	70,543	33.91	72,307	34.76	74,114	35.63	75,967	36.52
PS 2	51,096	24.57	52,373	25.18	53,683	25.81	55,025	26.45	56,400	27.12	57,810	27.79	59,256	28.49	60,737	29.20	62,256	29.93	63,812	30.68
PS 1	48,663	23.40	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51	60,773	29.22
STEP RANGE	K		L		M		N		O		P		Q		R		S		T	
PS 6	94,163	45.27	96,517	46.40	98,930	47.56	101,403	48.75	103,938	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,728	55.16	117,597	56.54
PS 5	90,802	43.65	93,072	44.75	95,398	45.86	97,783	47.01	100,228	48.19	102,734	49.39	105,302	50.63	107,934	51.89	110,633	53.19	113,399	54.52
PS 4	84,094	40.43	86,196	41.44	88,351	42.48	90,560	43.54	92,824	44.63	95,144	45.74	97,523	46.89	99,961	48.06	102,460	49.26	105,022	50.49
PS 3	77,866	37.44	79,813	38.37	81,808	39.33	83,853	40.31	85,950	41.32	88,099	42.36	90,301	43.41	92,559	44.50	94,872	45.61	97,244	46.75
PS 2	65,407	31.45	67,042	32.23	68,718	33.04	70,436	33.86	72,197	34.71	74,002	35.58	75,852	36.47	77,749	37.38	79,692	38.31	81,685	39.27

Appendix C

CITY OF BETHEL WAGE SCALE FOR JULY 1, 2018 THROUGH JUNE 30, 2019

STEP RANGE	ANNUAL I 1.025		A		A-1		B		B-1		C		C-1		D		D-1		E		E-1			
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly		
9	62,832	30.21	64,403	30.96	66,013	31.74	67,663	32.53	69,355	33.34	71,089	34.18	72,866	35.03	74,688	35.91	76,555	36.81	78,469	37.73				
8	58,167	27.96	59,621	28.66	61,112	29.38	62,639	30.12	64,205	30.87	65,811	31.64	67,456	32.43	69,142	33.24	70,871	34.07	72,643	34.92				
7	52,556	25.27	53,970	25.90	55,217	26.55	56,597	27.21	58,012	27.89	59,462	28.59	60,949	29.30	62,473	30.03	64,034	30.79	65,635	31.56				
6	48,663	23.40	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,434	27.13	57,845	27.81	59,291	28.51	60,773	29.22				
5	45,058	21.66	46,184	22.20	47,339	22.76	48,523	23.33	49,736	23.91	50,978	24.51	52,253	25.12	53,560	25.75	54,899	26.39	56,271	27.05				
4	41,720	20.06	42,763	20.56	43,832	21.07	44,928	21.60	46,051	22.14	47,202	22.69	48,382	23.26	49,592	23.84	50,832	24.44	52,103	25.05				
3	38,629	18.57	39,595	19.04	40,585	19.51	41,599	20.00	42,639	20.50	43,705	21.01	44,798	21.54	45,918	22.08	47,066	22.63	48,242	23.19				
2	35,768	17.20	36,662	17.63	37,579	18.07	38,518	18.52	39,481	18.98	40,468	19.46	41,480	19.94	42,517	20.44	43,580	20.95	44,669	21.48				
1	33,119	15.92	33,947	16.32	34,796	16.73	35,666	17.15	36,557	17.58	37,471	18.01	38,408	18.47	39,368	18.93	40,352	19.40	41,361	19.89				
STEP RANGE	F		F-1		G		G-1		H		H-1		I		I-1		J		J-1		P			
STEP RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly		
9	80,430	38.67	82,441	39.64	84,502	40.63	86,615	41.64	88,780	42.68	90,999	43.75	93,274	44.84	95,606	45.96	97,996	47.11	100,445	48.29				
8	74,459	35.80	76,320	36.69	78,228	37.61	80,184	38.55	82,188	39.51	84,243	40.50	86,349	41.51	88,508	42.55	90,721	43.62	92,989	44.71				
7	67,276	32.34	68,958	33.15	70,682	33.98	72,449	34.83	74,260	35.70	76,117	36.59	78,020	37.51	79,970	38.45	81,969	39.41	84,019	40.39				
6	62,293	29.95	63,850	30.70	65,446	31.46	67,082	32.25	68,760	33.06	70,479	33.88	72,240	34.73	74,047	35.60	75,898	36.49	77,795	37.40				
5	57,678	27.73	59,120	28.42	60,598	29.13	62,113	29.86	63,666	30.61	65,257	31.37	66,889	32.16	68,561	32.96	70,275	33.79	72,032	34.63				
4	53,405	25.68	54,740	26.32	56,109	26.98	57,511	27.65	58,949	28.34	60,423	29.05	61,834	29.78	63,482	30.52	65,069	31.28	66,696	32.07				
3	49,448	23.77	50,685	24.37	51,952	24.98	53,251	25.60	54,582	26.24	55,946	26.90	57,345	27.57	58,779	28.26	60,248	28.97	61,754	29.69				
2	45,786	22.01	46,931	22.56	48,104	23.13	49,307	23.71	50,539	24.30	51,803	24.91	53,098	25.53	54,425	26.17	55,786	26.82	57,181	27.49				
1	42,395	20.38	43,455	20.89	44,541	21.41	45,655	21.95	46,796	22.50	47,966	23.06	49,165	23.64	50,394	24.23	51,654	24.83	52,946	25.45				
9	102,958	49.50	105,531	50.74	108,170	52.00	110,874	53.30	113,646	54.64	116,487	56.00	119,399	57.40	122,384	58.84	125,444	60.31	128,580	61.82	131,794	63.36		
8	95,313	45.82	97,666	46.97	100,139	48.14	102,642	49.35	105,208	50.68	107,838	51.85	110,534	53.14	113,298	54.47	116,130	55.83	119,033	57.23	122,009	58.66		
7	86,119	41.40	88,272	42.44	90,479	43.50	92,741	44.59	95,059	45.70	97,436	46.84	99,872	48.02	102,369	49.22	104,928	50.45	107,551	51.71	110,240	53.00		
6	79,740	38.34	81,733	39.29	83,777	40.28	85,871	41.28	88,018	42.32	90,218	43.37	92,474	44.46	94,786	45.57	97,155	46.71	99,584	47.88	102,074	49.07		
5	73,833	35.50	75,679	36.38	77,571	37.29	79,510	38.23	81,498	39.18	83,535	40.16	85,623	41.17	87,764	42.19	89,958	43.25	92,207	44.33	94,512	45.44		
4	68,363	32.87	70,072	33.69	71,824	34.53	73,620	35.39	75,460	36.28	77,347	37.19	79,260	38.12	81,262	39.07	83,294	40.05	85,376	41.05	87,511	42.07		
3	63,298	30.43	64,881	31.19	66,503	31.97	68,165	32.77	69,869	33.59	71,616	34.43	73,406	35.29	75,242	36.17	77,123	37.08	79,051	38.01	81,027	38.96		
2	58,610	28.18	60,075	28.88	61,577	29.60	63,117	30.34	64,695	31.10	66,312	31.88	67,970	32.68	69,689	33.49	71,411	34.33	73,196	35.19	75,026	36.07		
1	54,269	26.09	55,626	26.74	57,017	27.41	58,442	28.10	59,903	28.80	61,401	29.52	62,936	30.26	64,509	31.01	66,122	31.79	67,775	32.58	69,469	33.40		

APPENDIX D

CITY OF BETHEL PUBLIC SAFETY WAGE SCALE FOR JULY 1, 2019 THROUGH JUNE 30, 2020

STEP RANGE	A		B		C		D		E		F		G		H		I		J	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	75,399	36.25	77,284	37.16	79,216	38.08	81,196	39.04	83,226	40.01	85,307	41.01	87,440	42.04	89,626	43.09	91,866	44.17	94,163	45.27
PS 5	72,707	34.96	74,525	35.83	76,388	36.72	78,297	37.64	80,255	38.58	82,261	39.55	84,318	40.54	86,426	41.55	88,586	42.59	90,801	43.65
PS 4	67,336	32.37	69,019	33.18	70,745	34.01	72,514	34.86	74,326	35.73	76,185	36.63	78,089	37.54	80,041	38.48	82,042	39.44	84,093	40.43
PS 3	62,350	29.98	63,909	30.73	65,506	31.49	67,144	32.28	68,823	33.09	70,543	33.92	72,307	34.76	74,115	35.63	75,967	36.52	77,867	37.44
PS 2	52,373	25.18	53,682	25.81	55,024	26.45	56,400	27.12	57,810	27.79	59,255	28.49	60,737	29.20	62,255	29.93	63,811	30.68	65,407	31.45
PS 1	49,880	23.98	51,127	24.58	52,405	25.19	53,715	25.82	55,058	26.47	56,435	27.13	57,846	27.81	59,292	28.51	60,774	29.22	62,293	29.95
STEP RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
PS 6	96,517	46.40	98,930	47.56	101,403	48.75	103,938	49.97	106,537	51.22	109,200	52.50	111,930	53.81	114,728	55.16	117,597	56.54	120,537	57.95
PS 5	93,071	44.75	95,398	45.86	97,783	47.01	100,227	48.19	102,733	49.39	105,301	50.63	107,934	51.89	110,632	53.19	113,398	54.52	116,233	55.88
PS 4	86,196	41.44	88,351	42.48	90,559	43.54	92,823	44.63	95,144	45.74	97,523	46.89	99,961	48.06	102,460	49.26	105,021	50.49	107,647	51.75
PS 3	79,813	38.37	81,809	39.33	83,854	40.31	85,950	41.32	88,099	42.36	90,301	43.41	92,559	44.50	94,873	45.61	97,245	46.75	99,676	47.92
PS 2	67,042	32.23	68,718	33.04	70,436	33.86	72,197	34.71	74,002	35.58	75,852	36.47	77,748	37.38	79,692	38.31	81,684	39.27	83,726	40.25

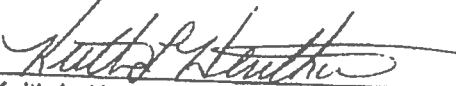



**Section 22.5 Changes to Agreement**

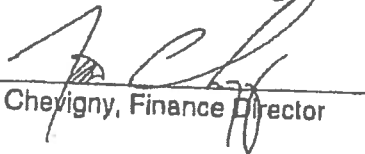
This Agreement may be amended with the mutual consent of the parties. Changes in this Agreement, whether by addition, deletion, amended or modification, must be reduced to writing and extended by both the City and Union in the form of a Letter of Agreement.

**For the City of Bethel**


  
\_\_\_\_\_  
Laura Cloward, Chief Negotiator

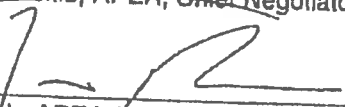
  
\_\_\_\_\_  
Keith L. Henthorn, Human Resources Manager

  
\_\_\_\_\_  
Peter Williams, City Manager

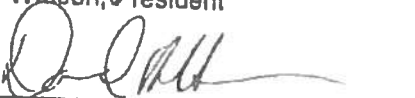
  
\_\_\_\_\_  
Jim Chevigny, Finance Director

**For the City of Bethel Employees Association, Local 6056 APEA/ AFT**

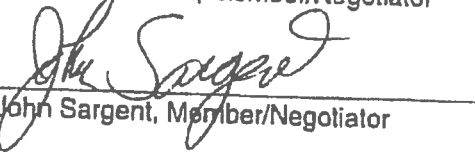
  
\_\_\_\_\_  
Michael E. Koskie, APEA, Chief Negotiator

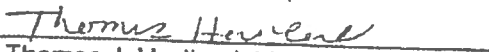
  
\_\_\_\_\_  
Jason Roach, APEA Staff

  
\_\_\_\_\_  
Gary Watson, President

  
\_\_\_\_\_  
Dave Stovner, Vice-President

  
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Mike Mendenhall, Member/Negotiator

  
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John Sargent, Member/Negotiator

  
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Thomas J. Haviland, Member/Negotiator

  
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Pete Ford, APEA Business Manager

