

COLLECTIVE BARGAINING AGREEMENT

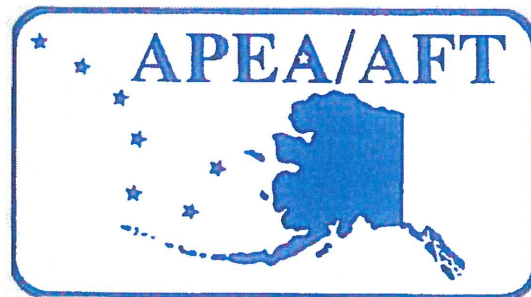
BETWEEN THE

CITY OF BETHEL



AND THE

CITY OF BETHEL EMPLOYEES ASSOCIATION, LOCAL 6055, APEA/AFT



July 1, 2023-June 30, 2026

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ARTICLE 1
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 A., 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. 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.
- B. An employee representative or Local Union Officer will be allowed to meet with the newly hired employee for up to one (1) hour after the City's new employee orientation, or within a reasonable period thereafter. Union business leave may be used to cover the time spent on the meeting. Approval will not be unreasonably denied.

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. **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.

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. During our new member orientation as referenced in Article 3 section 3.1(B) every effort will be made to communicate this to the new hire.

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 purpose of handling specific complaints and grievances arising under this Agreement. The Employee Representative shall first notify and obtain 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 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 grievant, 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 the purposes of the Bank.
3. The Employer agrees that a 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 and 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 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

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 COBEA 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.

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, internally at mutually agreeable locations in each department for a period of fourteen (14) calendar days which will be concurrent with the public posting. 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 receive priority consideration before 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. At that time, any increases to Employee pay shall be processed in accordance with Section 12.9 of this Agreement.
- 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. The term of the appointment may be terminated by expiration of the required duties or at any time by the Department Head at their discretion. Termination from acting or return to the primary duty is not to be considered a demotion.
 - 4. If an employee is in an acting status role for a vacancy greater than six (6) months, the acting employee shall be evaluated to assume the role of their acting position permanently.
- 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 Human Resources. 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. Probationary employees may not apply for internal announcements for another position until the probationary period of their present job has been satisfactorily completed. The City reserves the right to waive the probationary period to allow a qualified probationary employee to apply for an internal position.
- 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. The probationary period may be extended to a maximum of three additional months with notice given to the Union.
- 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 unless otherwise negotiated. 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

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

ARTICLE 7 **PERFORMANCE EVALUATIONS AND PERSONNEL FILES**

Section 7.1 Performance Evaluations

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

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

- A. 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 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.
- D. 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.
- E. Merit increases shall be carefully considered and recommended by the reviewer for those employees whose performance is within the 90% -100% percentile. Is "good" (or greater) as defined by the current evaluation form specific area review and the City of Bethel employee performance evaluation summary created by the city. The City Manager is the final approval authority. Any changes to the form will be mutually agreed upon by the City and the Union.
- F. For those reviewers who transition during a rating period, a close -out evaluation may be submitted by the reviewer provided 90 days have elapsed during the period the reviewer served in the position. If 90 days have not elapsed, a Letter of Continuity shall be prepared and presented to the new reviewer for inclusion into the annual performance evaluation. Suggested format can be obtained from Human Resources.

Section 7.2 Personnel Files

- A. The City shall maintain a confidential master personnel file for each Employee in the Human Resources office. This is the default master file for employee matters. 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 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, court order or public records request signed by the former employee.

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.

- A. The COBEA recognizes the Employer's right to adopt and implement reasonable rules and regulations pertinent to safety, standards of conduct and work rules. All employees shall be subject to such rules and regulations, and violations of such directives shall subject the offending employee to disciplinary sanctions.
- B. The Employer shall not discipline or discharge a regular employee without just cause. When disciplining employees, the Employer shall follow the principles of progressive discipline which include oral counseling, written reprimand, suspension(s) without pay, and discharge as described in Section 6. The Employer is not required to follow the progressive steps of discipline for serious violations of the work rules as generally defined in Section 6 below.
- C. The employer shall not discipline or discharge a regular employee without just cause. When disciplining employees, the Employer shall follow the principles of progressive discipline which include oral counseling, written reprimand, suspension(s) without pay, and discharge as described in Section 8. The Employer is not required to follow the progressive steps of discipline for serious violations of the work rules as generally defined in Section 8 below.

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. An employee has a right to request union representation during an investigative interview if the employee has reasonable belief that discipline, or other adverse consequences may result from what he/she says in the interview. In such an instance, the supervisor has the following options:
 - 1) stop questioning the employee until the union representative arrives;
 - 2) call off the interview and reschedule; or
 - 3) continue the interview if the employee voluntarily gives up his/her rights to a union representative.
- C. In all cases, when a Notification of Intent to Investigate (NOI) is issued, the employee shall be informed of the subject of the interview, and their rights to representation in writing prior to commencement of the meeting.

Section 8.3 Oral Counseling

- A. Prior to any disciplinary action for minor infractions of the work rules and after a preliminary investigation, if the supervisor determines that an alleged offense may warrant oral counseling, the supervisor shall first schedule a meeting with the employee to discuss the inappropriate behavior or performance problem and attempt to resolve the issue informally. The employee shall be informed that he/she has the right to have an COBEA representative present at the meeting. At this meeting the employee and supervisor shall attempt to agree to a plan or objective to improve the worker's conduct or performance which shall, when appropriate, include a plan for additional training. If the parties reach an agreement a copy shall be given to the employee, but no record shall be placed in the employee's official personnel file. If the problem is corrected within the specified time and there are no disciplinary actions within one (1) year, the plan shall be expunged from the supervisor's anecdotal records and shall not be used as the basis of any future discipline or other employment decisions.
- B. If the parties are unable to reach agreement or the problem persists despite an agreement, the supervisor may administer disciplinary action as set forth in Sections 6 and 7.

Section 8.4 Disciplinary Administration

Disciplinary action will be administered on a case-by-case basis in a consistent and fair manner. The discipline imposed will depend upon intent and mitigating circumstances, including the employee's past record, length of service, existence of past discipline, and the potential detriment to the Employer resulting from the action. Suspension or dismissal may be appropriate for the first offense only for serious rule violations like theft, assault, dishonesty, fighting, intentional falsification of official records, possession or being under the influence of

prohibited narcotics during duty hours, being under the influence of alcohol during duty hours, gross negligence or gross insubordination.

Section 8.5 Employee Rights

- A. Prior to a determination being made by the supervisor that an alleged offense may warrant discipline, the supervisor is free to interview any potential witnesses without first notifying the employee or COBEA. This is part of the preliminary investigation to determine if the allegation is accurate and warrants discipline or further investigation.
- B. If discipline is subsequently issued, the APEA/AFT Field Office may request a summary of the witness statements and evidence (names excluded). APEA agrees it shall not use this information to pressure complainants to modify or withdraw their statements.
- C. The Employer bears the initial burden of proof and burden of producing evidence related to the discipline imposed.

Discipline shall not be issued without "just cause".

The seven tests of the Just Cause standard are as follows:

- 1. Notice – the Bargaining Unit Member had forewarning or foreknowledge of the possible or probable consequences of the Bargaining Unit Members conduct.
- 2. Reasonable Rule or Order – the rule or managerial order was reasonably related to (a) the orderly, efficient, and safe operation of the City's business and (b) the performance that the City might properly expect of the Bargaining Unit Member.
- 3. Investigation – the City, before administering discipline to a Bargaining Unit Member, made an effort to discover whether the Bargaining Unit Member did in fact violate or disobey a rule or order of management.
- 4. Fair Investigation – the investigation must be conducted fairly and objectively. For serious acts of misconduct an investigating officer from another directorate may be appointed to conduct the investigation or the Director of Human Resources may conduct the investigation. In either case, a Confidentiality statement shall be issued to all parties subjected to the investigation regarding the safeguarding and preservation of evidence pertaining to the investigation. All investigations alleging allegations of sexual harassment/hostile work environment are restricted to the HR Director only.
- 5. Proof – at the investigation was there substantial evidence or proof that the Bargaining Unit Member was guilty as charged or exonerated based upon a preponderance of evidence obtained.

6. Equal Treatment – the City applied its rules, orders and penalties even-handedly and without discrimination to all Bargaining Unit Members.
7. Penalty – the degree of discipline administered by the city in a particular case was reasonably related to: (a) the seriousness of the Bargaining Unit Members offense; and (b) the record of the Bargaining Unit Member in his/her service with the city.
 - A. Penalty for false accusation proven to be false: If it is determined that an investigation was unsubstantiated based on intentional false information, then Section 8.3 of the CBA shall be applicable.

Section 8.6 Written Reprimand, Suspension or Dismissal Procedures

- A. The following Steps will be taken in order:
 1. After a preliminary investigation and when a supervisor determines that an alleged offense may warrant discipline more severe than oral counseling, a Notice of Intent (NOI) to Investigate and Impose Disciplinary Action (see Intent to Investigate form) is completed, which includes the allegations, and given to the employee at least two (2) business days prior to the meeting. The Notice shall include what the subject of the investigation shall be. A copy of the NOI shall be given to the Human Resources Director and the APEA/AFT field office.
 2. The employee receives the memo and is informed that he/she has the right to have an COBEA representative present.
 3. The meeting between the employee, COBEA representative, and management is the beginning of the actual investigation where specific questions to the subject of the investigation may be asked of the employee by management.
 4. After the meeting, the COBEA shall be given up to three (3) business days to do an investigation if they desire.
 5. Another meeting, at the discretion of COBEA, may be set up after the three (3) business day period to give the employee an opportunity to respond to the allegations.
 6. Within ten (10) business days of the meeting set forth in number 5 above, and if it is determined by management that a written reprimand, suspension, or discharge is warranted, the employee shall receive in writing the actual appropriate disciplinary action (see Disciplinary Action Form) outlining the infraction and resulting discipline, with a copy provided to the APEA/AFT field office.
 7. The employee shall be allowed to review the documents, materials, names of witnesses and other evidence upon which the proposed action is based, and be given a copy of such documents, materials and other evidence insofar as it is possible to do so. Said documents; materials and evidence shall be provided together with the notice of discipline.

- B. A formal written letter of reprimand shall be removed from any files pertaining to that employee after two (2) years (or a lesser time if mutually agreed to by the parties) of issuance if there have been no further incidents. If the employee terminates employment prior to the expiration of this timeline, the file is closed upon termination and the documents contained within the file are preserved.

Section 8.7 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 Employee of their right to request a termination hearing, as the opportunity to present his or her position before the dismissal, demotion for disciplinary reasons, or suspension without pay goes into effect. The employee will have ten (10) calendar days to request a hearing.

Section 8.8 COBEA Notification

The Employer agrees to furnish the APEA/AFT field office, either by fax, email, hand (receipt) or by Certified Mail, copies of disciplinary actions (e.g. written reprimands, suspensions, dismissals) concurrently with notification of the employee, but in no case later than two (2) working days after the implementation of the disciplinary action.

Section 8.9 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.

Section 8.10- Template for forms to be used.

A. NOTIFICATION OF INTENT TO INVESTIGATE
TO:

FROM:

SUBJECT: Notification of Intent to Investigate and If Necessary, Impose Disciplinary Action

DATE:

After a preliminary investigation it is alleged that on __ (insert date here) _____ you (insert allegations here) _____ .

Prior to implementation of disciplinary action, you will have an opportunity to respond to the allegations and to have an COBEA representative present.

An appointment to discuss this matter has been scheduled for _____.

cc: Human Resources Director

APEA/AFT

B. DISCIPLINARY ACTION

TO:

FROM:

SUBJECT: Disciplinary Action

DATE:

After further investigation and our meeting with you on _____ regarding the allegations of _____.

I have determined that _____.

This letter is to serve as a (written reprimand, suspension or discharge) (Note specific violations and resulting discipline)_____.

The specific violations alleged as well as a summary of the evidence and witnesses against you are attached.

You are hereby reminded of your rights under the COBEA contract.

Employee Comments:

Employee Signature

Date

cc: APEA/AFT

Human Resources Director, Personnel File

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.

A grievance appealing a dismissal, or a grievance not settled at Step 1 shall be filed at Step 2.

- 1. 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.

- 2. 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 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 2 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 3 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 City.

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. 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 or 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, return all City property as required by the City and be offered the opportunity to complete an exit interview with the Human Resources Department or designee.

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 General Wage Schedule and Pay Rates

1. Effective July 1, 2023, Appendix C is adopted. Appendix C incorporates a 2.5% increase to the civilian employee wage schedule and contains a new Range 1, Step A. The new Range 1, Step A shall be the “anchor point” on which further increases are based. Effective July 1, 2023, the public safety wage table will be adopted to reflect the increase of 2.5%.
2. Effective July 1, 2024, an updated civilian employee wage schedule will be implemented per Appendix D. Appendix D reflects a 2.0% increase from Appendix C. Effective July 1, 2024, an updated public safety wage table will be implemented to reflect an increase of 2.0% from the previous year.
3. Effective July 1, 2025, an updated civilian employee wage schedule will be implemented per Appendix E. Appendix E reflects a 2.0% increase from Appendix D. 4. Effective July 1, 2025, an updated public safety table will be implemented to reflect an increase of 2.0% from the previous year.
4. For current civilian employees, a conversion chart at Appendix B will be used on a one-time basis to convert the employee’s range and step to comply with the new salary schedule.

Section 12.2 Starting Rate on Initial Employment

All newly hired Employee’s shall begin at Step A within the stated range for their position unless a higher Step is approved, in advance of the offer, by the Human Resources 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

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 (Step) Increase

Effective July 1, 2020, Employees who receive a performance evaluation of “very good/meets expectations to excellent” will receive an annual merit (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 merit (step) increase. The annual step (merit) increase shall become effective the first day of the first pay period following the employee’s anniversary hire date into their current position.

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. The specific increase will be reflective of the level of responsibility being taken on as part of the acting appointment. 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 thresh-holds. Holiday, PTO, stand-by or hours already compensated at the overtime rate do not count toward the overtime thresh-holds 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 of this 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 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 overtime 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), 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 workday shall be midnight to midnight.
- C. Each employee is responsible for a true and accurate reporting of actual hours worked, for the actual calendar day the hours were 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 workday to a ten (10) hour workday or the reverse. Employees shall also have the right to request their schedule be changed from an eight (8) hour workday to a ten (10) hour workday or 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 sixty (60) 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 (January 1)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Alaska Day (October 18)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving Day (Fourth Friday in November)
Chief Eddie Hoffman's Day (Second Friday in December)
Christmas Day (December 25)
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. In such a case, the Employee's timesheet will reflect the holiday on the alternate date, with all other compensable time recorded as per the Employee's normal schedule.

If the Employee is unable to take the time off the Employee shall be compensated with regular pay equivalent to the number of hours in an employee's regular shift in lieu of the holiday. The hours will be recorded on the Employee's timesheet on the date the city recognizes the 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 workdays. This may result in holiday hours entered for a normal day off with no compensable time or holiday hours recorded in addition to actual hours worked on the date of the recognized holiday.

Section 14.3 Computation of Holiday Pay

- A. Full-Time Employees. Full-time Employees shall receive their regular straight time rate of pay for a recognized holiday.
- B. 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.
- C. The number of hours included in holiday pay is equal to the number of hours in an employee's regular shift.
- D. 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 workday 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 the 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 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. Requests for Paid Time Off
 - 1. Requests to take Paid Time off must be requested in writing and require the prior written approval of the supervisor before any PTO is taken. Employees in a probationary status are not eligible to take PTO (unless the request was approved prior to hire, or a situation 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 City's determination of operational needs. The Supervisor shall respond to an employee's request for time off within fourteen (14) calendar days for PTO requested thirty (30) days in advance. In the event of multiple requests for the same timeframe, the Department Head may

consider the employee's seniority. In the event a written response has not been given in the 14 calendar days it will be assumed the PTO is approved.

3. PTO may not be approved for employees following notice of intended resignation and employees may not without permission of the City Manager be kept on leave status to "run out" their PTO balance prior to termination.
4. PTO 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.

- B. Requests for PTO due to illness and injury. When an Employee needs to use PTO 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.

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 PTO 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 PTO 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 PTO 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 duties.

Section 15.2 PTO Accrual Rate and Mandatory Usage

- A. All Employees shall accrue PTO 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. Part-time employees working at least 20 hours per week will accrue leave at half the rate indicated in the chart.

Years of Service	Hours Per Pay Period	Hours Per Period for Kelly Shift Employee	Hours Per Pay Shift	Mandatory Usage (Hours) for Employees Each Fiscal Year	Mandatory Usage (Hours) for Kelly Shift Employees Each Fiscal Year
0-1	8	19		N/A	N/A
1-2	10	21		130	273 Hrs.
2-5	11	22		143	286
5-10	12	23		156	299
10-15	13	24.5		169	318.5
More than 15 Years	14	26		182	338

B. Starting June 30, 2020, any unused mandatory PTO 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 usage 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 PTO will be cashed out at 100% at the end of the 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 Anniversary Date

Changes in the PTO 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

There will be no cap to maximum accrual for the life of this contract and the no maximum cap will continue to the ratification of the next CBA.

Section 15.5 Payment of Accrued 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 requesting a cash out must retain a leave bank of eighty (80) hours. The City Manager has 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 PTO 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 PTO 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. Excess PTO not used by the recipient that was donated from another employee's account may not be cashed by the recipient for any reason. Any remaining PTO not used shall be returned to the donating employee or employees proportionately to their donation.

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 workdays 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 16.7 Parental Leave

Parental leave is in excess of Family and Medical Leave Act 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 PTO 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 16.8 Emergency Leave

The City Manager may approve, upon the recommendation of the Department Head, paid emergency leave not to exceed one calendar week a 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 16.9 Funeral Leave

Each full-time Employee shall be eligible for three (3) 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 16.10 Definition of “Immediate Family

Immediate family includes the Employee’s spouse, domestic partner, children (including stepchildren and adoptive), parent, stepparent, sibling, step sibling, grandparent, aunt or uncle or a parent, stepparent, sibling or stepsibling of the employee’s spouse (as defined by BMC 3.04.010 (k)).

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 the 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.

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 may be issued and may wear visibly or be able to produce an ID if asked at all times during working hours Employee identification badges which may include the Employee's name, Position, Department, and a photo. The badges may be provided to the Employees at the expense of the City, except as provided below, and may 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 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 (as defined by BMC 3.04.010 (k)).
- 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 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. If an employee purchases their own safety devices or uniforms, they may be entitled to reimbursement with the department head's approval.

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 and part-time Employees shall not be eligible for health insurance benefits as detailed in this section.

- B. The City shall pay the annual cost of the health plan with the following exceptions: Employees will pay monthly medical premiums as follows:

July 1, 2023- 5% at the 2023 premium rates

July 1, 2024- 6% at the 2023 premium rates

July 1, 2025- 7% at the 2023 Premium rates

Monthly Cost	Employee Only	Emp + Spouse	Emp + Children	Family
2023 Premium	\$998.87	\$2,278.03	\$1,887.34	\$3,167.07
2023 (5%)	\$49.94	\$113.90	\$94.40	\$158.35
2024 (6%)	\$59.93	\$136.68	\$113.24	\$190.02
2025 (7%)	\$69.92	\$159.446	\$132.11	\$221.69

- C. Employee health care charges as defined in paragraph C above will be deducted pre-tax from the employee's payroll each month.

Section 19.2 Utility Benefit

- A. Full-time employees shall receive water, sewer, and garbage services from the City for a fee of \$133.00 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. 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.
- C. 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.
- D. 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 eligible 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 an employee's job performance and prepare the employee for career advancement within the City. To that end, the City and Union encourage employees to take advantage of City-sponsored training and /or professional development programs and the tuition reimbursement program (Article 21).

In any fiscal year during the term of this Collective Bargaining Agreement, employees 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**

Section 21.1 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

This Agreement shall become effective July 1, 2023, and shall continue in full force and effect through midnight, June 30, 2026. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party not later than January 1st of any succeeding year.

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 desire 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.

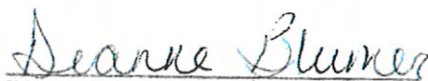
ARTICLE 22.4 Labor/Management Committee

- 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.

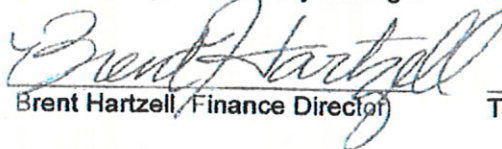
Section 22.5 Changes to Agreement

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

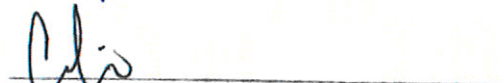

Dianne Blumer, Chief Negotiator

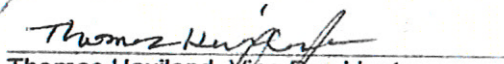

Alan Lanning, Interim City Manager


Brent Hartzell, Finance Director

**For the City of Bethel Employees
Association, Local 6055
APEA/ AFT**


Jason Roach, APEA, Chief Negotiator


Corbin Ford, President


Thomas Haviland, Vice President


Johnathan Smith, Alternate Negotiator

LETTER OF AGREEMENT between the CITY OF BETHEL and the ALASKA PUBLIC EMPLOYEES' ASSOCIATION representing the CITY OF BETHEL EMPLOYEES' ASSOCIATION, LOCAL 6055, APEA/AFT

One-time credit of a Floating Holiday

It is agreed and understood between the parties that the following terms and conditions of employment apply to eligible City of Bethel Employees covered by this agreement as of September 1, 2023. No provision of the tentatively agreed upon 2023-2026 Master Agreement, not specifically referenced herein, is modified by this letter of agreement.


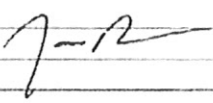
The parties recognize that the tentatively agreed upon 2023-2026 collective bargaining agreement was negotiated in good faith and a signing agreement was made to credit each eligible employee with one (1) floating holiday that must be used by June 30, 2024. The negotiated concession is an isolated, one-time agreement.

This Letter of Agreement will expire on June 30, 2024.

This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any forum, except as may be necessary for execution of its terms.

For the City of Bethel

For the City of Bethel
Employees Association,
Local 6055 APEA/AFT

Appendix A - Job Classifications and Range

Classification	Range	Classification	Range
<u>Finance Department</u>		<u>Streets and Roads</u>	
General Ledger Accountant	6	Foreman	4
Accounting Specialist II	4	Operator/Driver	3
Accounting Specialist I	3		
Accounting Clerk	2	<u>Vehicle and Equipment Maintenance</u>	
		Heavy Equipment Mechanic	3
		Mechanic II	3
<u>Planning Department</u>		Mechanic I	2
Planning Clerk	2	Parts Inventory Clerk	2
<u>Information Technology Services</u>		<u>Municipal Dock and Port of Bethel</u>	
IT Technician	4	Administrative Assistant	2
		City Dock Attendant	3
<u>Public Works</u>			
Administrative Assistant	2		
		<u>Fire Department</u>	
<u>Property Maintenance</u>		Fire Captain	PS6
Foreman	4	Fire Lieutenant	PS4
Maintenance Worker	2	Firefighter/EMT	PS2
Maintenance Technician	2	Administrative Assistant	2
<u>Solid Waste</u>		<u>Police Department</u>	
Landfill Manager	4	Police Lieutenant	PS6
Landfill Technician	3	Police Officer IV (Sgt)	PS5
Driver	3	Police Officer III (Investigator/ Corporal)	PS4
		Police Officer II	PS3
		Police Officer Candidate	PS1
<u>Utility Services</u>		Community Service Officer	3
Foreman	4	Administrative Assistant II	3
Administrative Assistant	2	Evidence Custodian	3
Driver	3	Dispatch Supervisor	4
		Public Safety Dispatcher I	3
<u>Utility Maintenance</u>		<u>Community Service Patrol (Grant-funded)</u>	
Foreman	4	Community Service Patrol	3
Water Treatment Facilities Coordinator	3		
Utility Maintenance Worker	2		
Water Treatment Operator	2	<u>Bethel Transit System (Grant-funded)</u>	
		Transit Manager	4
		Transit Driver	2

REGULAR WAGE TABLES - BOOK VERSUS CORRECTED

2023 - REGULAR WAGE TABLE FROM CONTRACT ("AS BOOK" prior to corrections being applied)

	A	A1	B	B1	C	C1	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	M1	N	N1	O	O1	P
Range 9	\$ 30.96	\$ 31.74	\$ 32.53	\$ 33.34	\$ 34.16	\$ 35.03	\$ 35.91	\$ 36.80	\$ 37.72	\$ 38.67	\$ 39.63	\$ 40.63	\$ 41.64	\$ 42.68	\$ 43.75	\$ 44.84	\$ 45.96	\$ 47.11	\$ 48.29	\$ 49.50	\$ 50.74	\$ 52.00	\$ 53.30	\$ 54.64	\$ 56.00	\$ 57.40	\$ 58.84	\$ 60.31	\$ 61.82	\$ 63.36	\$ 64.95
Range 8	\$ 28.66	\$ 29.38	\$ 30.12	\$ 30.87	\$ 31.64	\$ 32.43	\$ 33.24	\$ 34.07	\$ 34.92	\$ 35.80	\$ 36.69	\$ 37.61	\$ 38.55	\$ 39.51	\$ 40.50	\$ 41.51	\$ 42.55	\$ 43.62	\$ 44.71	\$ 45.82	\$ 46.97	\$ 48.14	\$ 49.35	\$ 50.58	\$ 51.58	\$ 53.14	\$ 54.47	\$ 55.83	\$ 57.23	\$ 58.66	\$ 60.12
Range 7	\$ 25.90	\$ 26.55	\$ 27.21	\$ 27.89	\$ 28.59	\$ 29.30	\$ 30.03	\$ 30.79	\$ 31.56	\$ 32.34	\$ 33.15	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.59	\$ 37.51	\$ 38.45	\$ 39.41	\$ 40.39	\$ 41.40	\$ 42.44	\$ 43.50	\$ 44.59	\$ 45.70	\$ 46.84	\$ 48.02	\$ 49.22	\$ 50.45	\$ 51.71	\$ 53.00	\$ 54.32
Range 6	\$ 23.98	\$ 24.59	\$ 25.19	\$ 25.82	\$ 26.47	\$ 27.13	\$ 27.81	\$ 28.51	\$ 29.22	\$ 29.95	\$ 30.70	\$ 31.46	\$ 32.25	\$ 33.06	\$ 33.88	\$ 34.73	\$ 35.60	\$ 36.49	\$ 37.40	\$ 38.34	\$ 39.30	\$ 40.28	\$ 41.28	\$ 42.32	\$ 43.37	\$ 44.46	\$ 45.57	\$ 46.71	\$ 47.88	\$ 49.07	\$ 50.30
Range 5	\$ 22.20	\$ 22.76	\$ 23.33	\$ 23.91	\$ 24.51	\$ 25.12	\$ 25.75	\$ 26.39	\$ 27.05	\$ 27.73	\$ 28.42	\$ 29.13	\$ 29.86	\$ 30.61	\$ 31.37	\$ 32.16	\$ 32.96	\$ 33.79	\$ 34.63	\$ 35.50	\$ 36.38	\$ 37.29	\$ 38.23	\$ 39.18	\$ 40.16	\$ 41.16	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57
Range 4	\$ 20.56	\$ 21.07	\$ 21.60	\$ 22.14	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.44	\$ 25.05	\$ 25.68	\$ 26.32	\$ 26.98	\$ 27.65	\$ 28.34	\$ 29.05	\$ 29.78	\$ 30.52	\$ 31.28	\$ 32.07	\$ 32.87	\$ 33.69	\$ 34.53	\$ 35.39	\$ 36.28	\$ 37.19	\$ 38.12	\$ 39.07	\$ 40.05	\$ 41.05	\$ 42.07	\$ 43.12
Range 3	\$ 19.04	\$ 19.51	\$ 20.00	\$ 20.50	\$ 21.01	\$ 21.54	\$ 22.08	\$ 22.63	\$ 23.19	\$ 23.77	\$ 24.37	\$ 24.98	\$ 25.60	\$ 26.24	\$ 26.90	\$ 27.57	\$ 28.26	\$ 28.97	\$ 29.69	\$ 30.43	\$ 31.19	\$ 31.97	\$ 32.77	\$ 33.59	\$ 34.43	\$ 35.29	\$ 36.17	\$ 37.08	\$ 38.01	\$ 38.96	\$ 39.93
Range 2	\$ 17.63	\$ 18.07	\$ 18.52	\$ 18.98	\$ 19.45	\$ 19.94	\$ 20.44	\$ 20.95	\$ 21.48	\$ 22.01	\$ 22.56	\$ 23.13	\$ 23.70	\$ 24.30	\$ 24.91	\$ 25.53	\$ 26.17	\$ 26.82	\$ 27.49	\$ 28.18	\$ 28.89	\$ 29.60	\$ 30.34	\$ 31.10	\$ 31.88	\$ 32.68	\$ 33.49	\$ 34.33	\$ 35.19	\$ 36.07	\$ 36.97
Range 1	\$ 16.32	\$ 16.73	\$ 17.15	\$ 17.58	\$ 18.01	\$ 18.46	\$ 18.93	\$ 19.40	\$ 19.88	\$ 20.38	\$ 20.89	\$ 21.41	\$ 21.95	\$ 22.50	\$ 23.06	\$ 23.64	\$ 24.23	\$ 24.83	\$ 25.45	\$ 26.09	\$ 26.74	\$ 27.41	\$ 28.10	\$ 28.80	\$ 29.52	\$ 30.26	\$ 31.01	\$ 31.79	\$ 32.58	\$ 33.40	\$ 34.23

A deep dive scrub was conducted of the 2023 year wage table. Errors were discovered within the table.

Errors Found in the percents between ranges. Specifically in Ranges 8 and Ranges 9. Highlighted in Yellow.

The percent difference between ranges should be 8%

The Percent difference between steps should be 2.5%

2023 - REGULAR WAGE TABLE (Corrections to errors applied)

	A	A1	B	B1	C	C1	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	M1	N	N1	O	O1	P
Range 9	\$ 30.21	\$ 30.96	\$ 31.74	\$ 32.53	\$ 33.34	\$ 34.18	\$ 35.03	\$ 35.91	\$ 36.80	\$ 37.72	\$ 38.67	\$ 39.63	\$ 40.63	\$ 41.64	\$ 42.68	\$ 43.75	\$ 44.84	\$ 45.96	\$ 47.11	\$ 48.29	\$ 49.50	\$ 50.74	\$ 52.00	\$ 53.30	\$ 54.64	\$ 56.00	\$ 57.40	\$ 58.84	\$ 60.31	\$ 61.82	\$ 63.36
Range 8	\$ 27.97	\$ 28.67	\$ 29.39	\$ 30.12	\$ 30.87	\$ 31.65	\$ 32.44	\$ 33.25	\$ 34.08	\$ 34.93	\$ 35.80	\$ 36.70	\$ 37.62	\$ 38.56	\$ 39.52	\$ 40.51	\$ 41.52	\$ 42.56	\$ 43.62	\$ 44.71	\$ 45.83	\$ 46.98	\$ 48.15	\$ 49.36	\$ 50.59	\$ 51.85	\$ 53.15	\$ 54.48	\$ 55.84	\$ 57.24	\$ 58.67
Range 7	\$ 25.90	\$ 26.55	\$ 27.21	\$ 27.89	\$ 28.59	\$ 29.30	\$ 30.03	\$ 30.78	\$ 31.55	\$ 32.34	\$ 33.15	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.59	\$ 37.51	\$ 38.45	\$ 39.41	\$ 40.39	\$ 41.40	\$ 42.44	\$ 43.50	\$ 44.58	\$ 45.70	\$ 46.84	\$ 48.01	\$ 49.21	\$ 50.44	\$ 51.70	\$ 53.00	\$ 54.32
Range 6	\$ 23.98	\$ 24.58	\$ 25.19	\$ 25.82	\$ 26.47	\$ 27.13	\$ 27.81	\$ 28.50	\$ 29.22	\$ 29.95	\$ 30.70	\$ 31.46	\$ 32.25	\$ 33.06	\$ 33.88	\$ 34.73	\$ 35.60	\$ 36.49	\$ 37.40	\$ 38.33	\$ 39.29	\$ 40.28	\$ 41.28	\$ 42.31	\$ 43.37	\$ 44.46	\$ 45.57	\$ 46.71	\$ 47.87	\$ 49.07	\$ 50.30
Range 5	\$ 22.20	\$ 22.76	\$ 23.33	\$ 23.91	\$ 24.51	\$ 25.12	\$ 25.75	\$ 26.39	\$ 27.05	\$ 27.73	\$ 28.42	\$ 29.13	\$ 29.86	\$ 30.61	\$ 31.37	\$ 32.16	\$ 32.96	\$ 33.78	\$ 34.63	\$ 35.50	\$ 36.38	\$ 37.29	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.16	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57
Range 4	\$ 20.56	\$ 21.07	\$ 21.60	\$ 22.14	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.44	\$ 25.05	\$ 25.67	\$ 26.32	\$ 26.97	\$ 27.65	\$ 28.34	\$ 29.05	\$ 29.77	\$ 30.52	\$ 31.28	\$ 32.06	\$ 32.87	\$ 33.69	\$ 34.53	\$ 35.39	\$ 36.28	\$ 37.18	\$ 38.11	\$ 39.07	\$ 40.04	\$ 41.04	\$ 42.07	\$ 43.12
Range 3	\$ 19.04	\$ 19.51	\$ 20.00	\$ 20.50	\$ 21.01	\$ 21.54	\$ 22.08	\$ 22.63	\$ 23.19	\$ 23.77	\$ 24.37	\$ 24.98	\$ 25.60	\$ 26.24	\$ 26.90	\$ 27.57	\$ 28.26	\$ 28.96	\$ 29.69	\$ 30.43	\$ 31.19	\$ 31.97	\$ 32.77	\$ 33.59	\$ 34.43	\$ 35.29	\$ 36.17	\$ 37.08	\$ 38.00	\$ 38.95	\$ 39.93
Range 2	\$ 17.63	\$ 18.07	\$ 18.52	\$ 18.98	\$ 19.46	\$ 19.94	\$ 20.44	\$ 20.95	\$ 21.48	\$ 22.01	\$ 22.56	\$ 23.13	\$ 23.70	\$ 24.30	\$ 24.90	\$ 25.53	\$ 26.17	\$ 26.82	\$ 27.49	\$ 28.18	\$ 28.88	\$ 29.60	\$ 30.34	\$ 31.10	\$ 31.88	\$ 32.68	\$ 33.49	\$ 34.33	\$ 35.19	\$ 36.07	\$ 36.97
Range 1	\$ 16.32	\$ 16.73	\$ 17.15	\$ 17.57	\$ 18.01	\$ 18.46	\$ 18.93	\$ 19.40	\$ 19.88	\$ 20.38	\$ 20.89	\$ 21.41	\$ 21.95	\$ 22.50	\$ 23.06	\$ 23.64	\$ 24.23	\$ 24.83	\$ 25.45	\$ 26.09	\$ 26.74	\$ 27.41	\$ 28.10	\$ 28.80	\$ 29.52	\$ 30.26	\$ 31.01	\$ 31.79	\$ 32.58	\$ 33.40	\$ 34.23

Corrected the table to show 8% between all ranges and 2.5% between all steps

With corrections applied the new wage table was a solid foundation for creation of the new contract tables.

PUBLIC SAFETY TABLES - BOOK VERSUS CORRECTED

2023 - PUBLIC SAFETY WAGE TABLE FROM CONTRACT ("AS BOOK" prior to corrections being applied)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Range 6	\$ 36.25	\$ 37.16	\$ 38.08	\$ 39.04	\$ 40.01	\$ 41.01	\$ 42.04	\$ 43.09	\$ 44.17	\$ 45.27	\$ 46.40	\$ 47.56	\$ 48.75	\$ 49.97	\$ 51.22	\$ 52.50	\$ 53.81	\$ 55.16	\$ 56.54	\$ 57.95
Range 5	\$ 34.96	\$ 35.83	\$ 36.72	\$ 37.64	\$ 38.58	\$ 39.55	\$ 40.54	\$ 41.55	\$ 42.59	\$ 43.65	\$ 44.75	\$ 45.86	\$ 47.01	\$ 48.19	\$ 49.39	\$ 50.63	\$ 51.89	\$ 53.19	\$ 54.52	\$ 55.88
Range 4	\$ 32.37	\$ 33.18	\$ 34.01	\$ 34.86	\$ 35.73	\$ 36.63	\$ 37.54	\$ 38.40	\$ 39.44	\$ 40.43	\$ 41.44	\$ 42.28	\$ 43.54	\$ 44.63	\$ 45.74	\$ 46.89	\$ 48.06	\$ 49.26	\$ 50.49	\$ 51.75
Range 3	\$ 29.98	\$ 30.73	\$ 31.49	\$ 32.28	\$ 33.09	\$ 33.92	\$ 34.76	\$ 35.63	\$ 36.52	\$ 37.44	\$ 38.37	\$ 39.33	\$ 40.31	\$ 41.32	\$ 42.36	\$ 43.41	\$ 44.50	\$ 45.61	\$ 46.75	\$ 47.92
Range 2	\$ 25.18	\$ 25.81	\$ 26.45	\$ 27.12	\$ 27.79	\$ 28.48	\$ 29.20	\$ 29.93	\$ 30.68	\$ 31.45	\$ 32.23	\$ 33.04	\$ 33.86	\$ 34.71	\$ 35.59	\$ 36.47	\$ 37.38	\$ 38.31	\$ 39.27	\$ 40.25
Range 1	\$ 23.98	\$ 24.58	\$ 25.19	\$ 25.82	\$ 26.47	\$ 27.13	\$ 27.81	\$ 28.51	\$ 29.22	\$ 29.95										

A deep dive scrub was conducted of the 2023 year Public Safety wage table. Errors were discovered within the table.

Errors Found in the percents between ranges. Which effected the entire table. Highlighted in Yellow and red.

Errors: Range 1 to 2 was approximately 5% difference

Range 2 to 3 was approximately 19% difference which would be the correct percentage (LOA with the City and the Union) but, is incorrect due to its relation to lower range errors.

Range 3 to 4 was approximately 8% difference which would be the correct percentage, but is actually incorrect due to its relation to lower range errors.

Range 4 to 5 was approximately 8% difference which would be the correct percentage but, is actually incorrect due to its relation to lower range errors

Range 5 to 6 was approximately 4% difference

2023 - PUBLIC SAFETY WAGE TABLE FROM CONTRACT (Corrections to errors applied)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
Range 6	\$ 38.82	\$ 39.79	\$ 40.79	\$ 41.81	\$ 42.85	\$ 43.92	\$ 45.02	\$ 46.15	\$ 47.30	\$ 48.48	\$ 49.70	\$ 50.94	\$ 52.21	\$ 53.52	\$ 54.86	\$ 56.23	\$ 57.63	\$ 59.07	\$ 60.55	\$ 62.06
Range 5	\$ 35.95	\$ 36.85	\$ 37.77	\$ 38.71	\$ 39.68	\$ 40.67	\$ 41.69	\$ 42.73	\$ 43.80	\$ 44.89	\$ 46.02	\$ 47.17	\$ 48.35	\$ 49.55	\$ 50.79	\$ 52.06	\$ 53.36	\$ 54.70	\$ 56.07	\$ 57.47
Range 4	\$ 33.28	\$ 34.12	\$ 34.97	\$ 35.84	\$ 36.74	\$ 37.66	\$ 38.60	\$ 39.56	\$ 40.55	\$ 41.57	\$ 42.61	\$ 43.67	\$ 44.76	\$ 45.88	\$ 47.03	\$ 48.21	\$ 49.41	\$ 50.65	\$ 51.91	\$ 53.21
Range 3	\$ 30.82	\$ 31.59	\$ 32.38	\$ 33.19	\$ 34.02	\$ 34.87	\$ 35.74	\$ 36.63	\$ 37.55	\$ 38.49	\$ 39.45	\$ 40.44	\$ 41.45	\$ 42.48	\$ 43.55	\$ 44.64	\$ 45.75	\$ 46.89	\$ 48.07	\$ 49.27
Range 2	\$ 25.90	\$ 26.55	\$ 27.21	\$ 27.89	\$ 28.59	\$ 29.30	\$ 30.03	\$ 30.79	\$ 31.55	\$ 32.34	\$ 33.15	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.59	\$ 37.51	\$ 38.45	\$ 39.41	\$ 40.39	\$ 41.40
Range 1	\$ 23.98	\$ 24.58	\$ 25.19	\$ 25.82	\$ 26.47	\$ 27.13	\$ 27.81	\$ 28.50	\$ 29.22	\$ 29.95	\$ 30.70	\$ 31.46	\$ 32.25	\$ 33.06	\$ 33.88	\$ 34.73	\$ 35.60	\$ 36.49	\$ 37.40	\$ 38.34

Corrected the table to show 8% between all ranges (except Range 2 to 3 19%) and 2.5% between all steps

With corrections applied the new wage table was a solid foundation for creation of the new contract tables.

BOOK REGULAR WAGE TABLE TO NEW CIVILIAN WAGE TABLE LOCATION and CONVERSION

The "Anchor wage" (Range 1 Step A) for new Civilian wage table is Book Range 3 Step C1 (highlighted in Black) and does NOT include the 2.5% 1st year contract increase on this table. This provides an accurate reference on the conversion chart for placing the employee onto the new scale. The New Table covers 25 years but includes a set longevity/bonus schedule of 3.5% increase each year to an employee in Step Y (Last Step)

According to the City's current Classification Table there should be no employees in BOOK Range 1, Range 2 or Range 9. Therefore no employees SHOULD be effected in those ranges. If there is a person being paid in an eliminated Book Ranges there is a solution. Conversion Chart below Using the conversion chart below you can see the conversion from the Contract "Book" Regular Wage Table to what an employee would become in the NEW Civilian wage table

In the eliminated Book Ranges (Range 1, Range 2 and Range 9) the conversion chart is necessary to convert the employees old book range and step to the appropriate new range and step

	A	AI	B	B1	C	C1	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	M1	N	N1	O	O1	P	P1
Book Range 9	\$ 30.21	\$ 30.96	\$ 31.74	\$ 32.53	\$ 33.34	\$ 34.18	\$ 35.03	\$ 35.91	\$ 36.80	\$ 37.72	\$ 38.67	\$ 39.63	\$ 40.63	\$ 41.64	\$ 42.68	\$ 43.75	\$ 44.84	\$ 45.96	\$ 47.11	\$ 48.29	\$ 49.50	\$ 50.74	\$ 52.00	\$ 53.30	\$ 54.64	\$ 56.00	\$ 57.40	\$ 58.84	\$ 60.31	\$ 61.82	\$ 63.36	
Book Range 8	\$ 27.97	\$ 28.67	\$ 29.39	\$ 30.12	\$ 30.87	\$ 31.65	\$ 32.44	\$ 33.25	\$ 34.08	\$ 34.93	\$ 35.80	\$ 36.70	\$ 37.62	\$ 38.56	\$ 39.52	\$ 40.51	\$ 41.52	\$ 42.56	\$ 43.62	\$ 44.71	\$ 45.83	\$ 46.98	\$ 48.15	\$ 49.36	\$ 50.59	\$ 51.85	\$ 53.15	\$ 54.48	\$ 55.84	\$ 57.24	\$ 58.67	
Book Range 7	\$ 25.90	\$ 26.55	\$ 27.21	\$ 27.89	\$ 28.59	\$ 29.30	\$ 30.03	\$ 30.78	\$ 31.55	\$ 32.34	\$ 33.15	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.59	\$ 37.51	\$ 38.45	\$ 39.41	\$ 40.39	\$ 41.40	\$ 42.44	\$ 43.50	\$ 44.58	\$ 45.70	\$ 46.84	\$ 48.01	\$ 49.21	\$ 50.44	\$ 51.70	\$ 53.00	\$ 54.32	
Book Range 6	\$ 23.98	\$ 24.58	\$ 25.19	\$ 25.82	\$ 26.47	\$ 27.13	\$ 27.81	\$ 28.50	\$ 29.22	\$ 29.95	\$ 30.70	\$ 31.46	\$ 32.25	\$ 33.06	\$ 33.88	\$ 34.73	\$ 35.60	\$ 36.49	\$ 37.40	\$ 38.33	\$ 39.29	\$ 40.28	\$ 41.28	\$ 42.31	\$ 43.37	\$ 44.46	\$ 45.57	\$ 46.71	\$ 47.87	\$ 49.07	\$ 50.30	
Book Range 5	\$ 22.20	\$ 22.76	\$ 23.33	\$ 23.91	\$ 24.51	\$ 25.12	\$ 25.75	\$ 26.39	\$ 27.05	\$ 27.73	\$ 28.42	\$ 29.13	\$ 29.86	\$ 30.61	\$ 31.37	\$ 32.16	\$ 32.96	\$ 33.78	\$ 34.63	\$ 35.50	\$ 36.38	\$ 37.29	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.16	\$ 42.19	\$ 43.25	\$ 44.33	\$ 45.44	\$ 46.57	
Book Range 4	\$ 20.56	\$ 21.07	\$ 21.60	\$ 22.14	\$ 22.69	\$ 23.26	\$ 23.84	\$ 24.44	\$ 25.05	\$ 25.67	\$ 26.32	\$ 26.97	\$ 27.65	\$ 28.34	\$ 29.05	\$ 29.77	\$ 30.52	\$ 31.28	\$ 32.06	\$ 32.87	\$ 33.69	\$ 34.53	\$ 35.39	\$ 36.28	\$ 37.18	\$ 38.11	\$ 39.07	\$ 40.04	\$ 41.04	\$ 42.07	\$ 43.12	
Book Range 3	\$ 19.04	\$ 19.51	\$ 20.00	\$ 20.50	\$ 21.01	\$ 21.54	\$ 22.08	\$ 22.63	\$ 23.19	\$ 23.77	\$ 24.37	\$ 24.98	\$ 25.60	\$ 26.24	\$ 26.90	\$ 27.57	\$ 28.26	\$ 28.96	\$ 29.69	\$ 30.43	\$ 31.19	\$ 31.97	\$ 32.77	\$ 33.59	\$ 34.43	\$ 35.29	\$ 36.17	\$ 37.08	\$ 38.00	\$ 38.95	\$ 39.93	
Book Range 2	\$ 17.63	\$ 18.07	\$ 18.52	\$ 18.98	\$ 19.46	\$ 19.94	\$ 20.44	\$ 20.95	\$ 21.48	\$ 22.01	\$ 22.56	\$ 23.13	\$ 23.70	\$ 24.30	\$ 24.90	\$ 25.53	\$ 26.17	\$ 26.82	\$ 27.49	\$ 28.18	\$ 28.88	\$ 29.60	\$ 30.34	\$ 31.10	\$ 31.88	\$ 32.68	\$ 33.49	\$ 34.33	\$ 35.19	\$ 36.07	\$ 36.97	
Book Range 1	\$ 16.32	\$ 16.73	\$ 17.15	\$ 17.57	\$ 18.01	\$ 18.46	\$ 18.93	\$ 19.40	\$ 19.88	\$ 20.38	\$ 20.89	\$ 21.41	\$ 21.95	\$ 22.50	\$ 23.06	\$ 23.64	\$ 24.23	\$ 24.83	\$ 25.45	\$ 26.09	\$ 26.74	\$ 27.41	\$ 28.10	\$ 28.80	\$ 29.52	\$ 30.26	\$ 31.01	\$ 31.79	\$ 32.58	\$ 33.40	\$ 34.23	

CONVERSION TABLE - BOOK REGULAR WAGE TABLE TO NEW CIVILIAN WAGE TABLE LOCATION

	A	AI	B	B1	C	C1	D	D1	E	E1	F	F1	G	G1	H	H1	I	I1	J	J1	K	K1	L	L1	M	M1	N	N1	O	O1	P	P1
Book Range 9	R6 SA	R6 SA	R6 SA	R6 SB	R6 SC	R6 SD	R6 SE	R6 SF	R6 SG	R6 SH	R6 SJ	R6 SK	R6 SL	R6 SM	R6 SN	R6 SO	R6 SP	R6 SQ	R6 SR	R6 ST	R6 SU	R6 SV	R6 SW	R6 SX	R6 SY	R6 SZ	R6 TA	R6 TB	R6 TC	R6 TD	R6 TE	
Book Range 8	R6 SA	R6 SA	R6 SA	R6 SA	R6 SA	R6 SA	R6 SA	R6 SB	R6 SC	R6 SD	R6 SE	R6 SF	R6 SG	R6 SH	R6 SJ	R6 SK	R6 SL	R6 SM	R6 SN	R6 SO	R6 SP	R6 SQ	R6 SR	R6 SS	R6 ST	R6 SU	R6 SV	R6 SW	R6 SX	R6 SY	R6 SZ	
Book Range 7	R5 SA	R5 SA	R5 SA	R5 SA	R5 SA	R5 SA	R5 SA	R5 SB	R5 SC	R5 SD	R5 SE	R5 SF	R5 SG	R5 SH	R5 SJ	R5 SK	R5 SL	R5 SM	R5 SN	R5 SO	R5 SP	R5 SQ	R5 SR	R5 SS	R5 ST	R5 SU	R5 SV	R5 SW	R5 SX	R5 SY	R5 SZ	
Book Range 6	R4 SA	R4 SA	R4 SA	R4 SA	R4 SA	R4 SA	R4 SA	R4 SB	R4 SC	R4 SD	R4 SE	R4 SF	R4 SG	R4 SH	R4 SJ	R4 SK	R4 SL	R4 SM	R4 SN	R4 SO	R4 SP	R4 SQ	R4 SR	R4 SS	R4 ST	R4 SU	R4 SV	R4 SW	R4 SX	R4 SY	R4 SZ	
Book Range 5	R3 SA	R3 SA	R3 SA	R3 SA	R3 SA	R3 SA	R3 SA	R3 SB	R3 SC	R3 SD	R3 SE	R3 SF	R3 SG	R3 SH	R3 SJ	R3 SK	R3 SL	R3 SM	R3 SN	R3 SO	R3 SP	R3 SQ	R3 SR	R3 SS	R3 ST	R3 SU	R3 SV	R3 SW	R3 SX	R3 SY	R3 SZ	
Book Range 4	R2 SA	R2 SA	R2 SA	R2 SA	R2 SA	R2 SA	R2 SA	R2 SB	R2 SC	R2 SD	R2 SE	R2 SF	R2 SG	R2 SH	R2 SJ	R2 SK	R2 SL	R2 SM	R2 SN	R2 SO	R2 SP	R2 SQ	R2 SR	R2 SS	R2 ST	R2 SU	R2 SV	R2 SW	R2 SX	R2 SY	R2 SZ	
Book Range 3	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SB	R1 SC	R1 SD	R1 SE	R1 SF	R1 SG	R1 SH	R1 SJ	R1 SK	R1 SL	R1 SM	R1 SN	R1 SO	R1 SP	R1 SQ	R1 SR	R1 SS	R1 ST	R1 SU	R1 SV	R1 SW	R1 SX	R1 SY	R1 SZ	
Book Range 2	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SB	R1 SC	R1 SD	R1 SE	R1 SF	R1 SG	R1 SH	R1 SJ	R1 SK	R1 SL	R1 SM	R1 SN	R1 SO	R1 SP	R1 SQ	R1 SR	R1 SS	R1 ST	R1 SU	R1 SV	R1 SW	R1 SX	R1 SY	
Book Range 1	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SA	R1 SB	R1 SC	R1 SD	R1 SE	R1 SF	R1 SG	R1 SH	R1 SJ	R1 SK	R1 SL	R1 SM	R1 SN	R1 SO	R1 SP	R1 SQ	R1 SR	R1 SS	R1 ST	R1 SU	R1 SV	R1 SW	R1 SX	

(2023 to 2025) COBEA CONTRACT PAY SCALES

CIVILIAN EMPLOYEE SCALES

YEAR 1 (2023) - CIVILIAN EMPLOYEE SCALE - (New Wage Table with 2.5% Increase built into new table)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
Range 6	\$ 32.44	\$ 33.25	\$ 34.09	\$ 34.94	\$ 35.81	\$ 36.71	\$ 37.62	\$ 38.56	\$ 39.53	\$ 40.52	\$ 41.53	\$ 42.57	\$ 43.63	\$ 44.72	\$ 45.84	\$ 46.99	\$ 48.16	\$ 49.37	\$ 50.60	\$ 51.86	\$ 53.16	\$ 54.49	\$ 55.85	\$ 57.25	Plus 3.5%
Range 5	\$ 30.04	\$ 30.79	\$ 31.56	\$ 32.35	\$ 33.16	\$ 33.99	\$ 34.84	\$ 35.71	\$ 36.60	\$ 37.52	\$ 38.45	\$ 39.41	\$ 40.40	\$ 41.41	\$ 42.45	\$ 43.51	\$ 44.59	\$ 45.71	\$ 46.85	\$ 48.02	\$ 49.22	\$ 50.45	\$ 51.72	\$ 53.01	Plus 3.5%
Range 4	\$ 27.81	\$ 28.51	\$ 29.22	\$ 29.95	\$ 30.70	\$ 31.47	\$ 32.26	\$ 33.06	\$ 33.89	\$ 34.74	\$ 35.60	\$ 36.49	\$ 37.41	\$ 38.34	\$ 39.30	\$ 40.28	\$ 41.29	\$ 42.32	\$ 43.38	\$ 44.47	\$ 45.58	\$ 46.72	\$ 47.88	\$ 49.08	Plus 3.5%
Range 3	\$ 25.75	\$ 26.40	\$ 27.06	\$ 27.73	\$ 28.43	\$ 29.14	\$ 29.87	\$ 30.61	\$ 31.38	\$ 32.16	\$ 32.97	\$ 33.79	\$ 34.64	\$ 35.50	\$ 36.39	\$ 37.30	\$ 38.23	\$ 39.19	\$ 40.17	\$ 41.17	\$ 42.20	\$ 43.26	\$ 44.34	\$ 45.45	Plus 3.5%
Range 2	\$ 23.85	\$ 24.44	\$ 25.05	\$ 25.68	\$ 26.32	\$ 26.98	\$ 27.65	\$ 28.35	\$ 29.05	\$ 29.78	\$ 30.53	\$ 31.29	\$ 32.07	\$ 32.87	\$ 33.69	\$ 34.54	\$ 35.40	\$ 36.29	\$ 37.19	\$ 38.12	\$ 39.08	\$ 40.05	\$ 41.05	\$ 42.08	Plus 3.5%
Range 1	\$ 22.08	\$ 22.63	\$ 23.20	\$ 23.78	\$ 24.37	\$ 24.98	\$ 25.61	\$ 26.25	\$ 26.90	\$ 27.57	\$ 28.26	\$ 28.97	\$ 29.70	\$ 30.44	\$ 31.20	\$ 31.98	\$ 32.78	\$ 33.60	\$ 34.44	\$ 35.30	\$ 36.18	\$ 37.09	\$ 38.01	\$ 38.96	Plus 3.5%

YEAR 2 (2024) - CIVILIAN EMPLOYEE SCALE (2.0% INCREASE TO YEAR 1 Table)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
Range 6	\$ 33.09	\$ 33.92	\$ 34.76	\$ 35.63	\$ 36.52	\$ 37.44	\$ 38.37	\$ 39.33	\$ 40.32	\$ 41.32	\$ 42.36	\$ 43.42	\$ 44.50	\$ 45.61	\$ 46.75	\$ 47.92	\$ 49.12	\$ 50.35	\$ 51.61	\$ 52.90	\$ 54.22	\$ 55.58	\$ 56.97	\$ 58.39	Plus 3.5%
Range 5	\$ 30.64	\$ 31.40	\$ 32.19	\$ 32.99	\$ 33.82	\$ 34.66	\$ 35.53	\$ 36.42	\$ 37.33	\$ 38.26	\$ 39.22	\$ 40.20	\$ 41.20	\$ 42.24	\$ 43.29	\$ 44.37	\$ 45.48	\$ 46.62	\$ 47.79	\$ 48.98	\$ 50.20	\$ 51.46	\$ 52.75	\$ 54.06	Plus 3.5%
Range 4	\$ 28.37	\$ 29.08	\$ 29.80	\$ 30.55	\$ 31.31	\$ 32.10	\$ 32.90	\$ 33.72	\$ 34.56	\$ 35.43	\$ 36.31	\$ 37.22	\$ 38.15	\$ 39.11	\$ 40.08	\$ 41.09	\$ 42.11	\$ 43.17	\$ 44.25	\$ 45.35	\$ 46.49	\$ 47.65	\$ 48.84	\$ 50.06	Plus 3.5%
Range 3	\$ 26.27	\$ 26.92	\$ 27.60	\$ 28.29	\$ 28.99	\$ 29.72	\$ 30.46	\$ 31.22	\$ 32.00	\$ 32.80	\$ 33.62	\$ 34.47	\$ 35.33	\$ 36.21	\$ 37.12	\$ 38.04	\$ 38.99	\$ 39.97	\$ 40.97	\$ 41.99	\$ 43.04	\$ 44.12	\$ 45.22	\$ 46.35	Plus 3.5%
Range 2	\$ 24.32	\$ 24.93	\$ 25.55	\$ 26.19	\$ 26.85	\$ 27.52	\$ 28.21	\$ 28.91	\$ 29.63	\$ 30.37	\$ 31.13	\$ 31.91	\$ 32.71	\$ 33.53	\$ 34.37	\$ 35.22	\$ 36.11	\$ 37.01	\$ 37.93	\$ 38.88	\$ 39.85	\$ 40.85	\$ 41.87	\$ 42.92	Plus 3.5%
Range 1	\$ 22.52	\$ 23.08	\$ 23.66	\$ 24.25	\$ 24.86	\$ 25.48	\$ 26.12	\$ 26.77	\$ 27.44	\$ 28.12	\$ 28.83	\$ 29.55	\$ 30.29	\$ 31.04	\$ 31.82	\$ 32.62	\$ 33.43	\$ 34.27	\$ 35.12	\$ 36.00	\$ 36.90	\$ 37.82	\$ 38.77	\$ 39.74	Plus 3.5%

YEAR 3 (2025) - CIVILIAN EMPLOYEE SCALE (2.0% INCREASE TO YEAR 2 Table)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
Range 6	\$ 33.75	\$ 34.59	\$ 35.46	\$ 36.35	\$ 37.25	\$ 38.19	\$ 39.14	\$ 40.12	\$ 41.12	\$ 42.15	\$ 43.20	\$ 44.28	\$ 45.39	\$ 46.53	\$ 47.69	\$ 48.88	\$ 50.10	\$ 51.36	\$ 52.64	\$ 53.96	\$ 55.30	\$ 56.69	\$ 58.10	\$ 59.56	Plus 3.5%
Range 5	\$ 31.25	\$ 32.03	\$ 32.83	\$ 33.65	\$ 34.49	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16	\$ 45.26	\$ 46.39	\$ 47.55	\$ 48.74	\$ 49.96	\$ 51.21	\$ 52.49	\$ 53.80	\$ 55.14	Plus 3.5%
Range 4	\$ 28.94	\$ 29.66	\$ 30.40	\$ 31.16	\$ 31.94	\$ 32.74	\$ 33.56	\$ 34.40	\$ 35.26	\$ 36.14	\$ 37.04	\$ 37.97	\$ 38.92	\$ 39.89	\$ 40.89	\$ 41.91	\$ 42.96	\$ 44.03	\$ 45.13	\$ 46.26	\$ 47.41	\$ 48.60	\$ 49.81	\$ 51.06	Plus 3.5%
Range 3	\$ 26.79	\$ 27.46	\$ 28.15	\$ 28.85	\$ 29.57	\$ 30.31	\$ 31.07	\$ 31.85	\$ 32.64	\$ 33.46	\$ 34.30	\$ 35.15	\$ 36.03	\$ 36.93	\$ 37.86	\$ 38.80	\$ 39.77	\$ 40.77	\$ 41.79	\$ 42.83	\$ 43.90	\$ 45.00	\$ 46.12	\$ 47.28	Plus 3.5%
Range 2	\$ 24.81	\$ 25.43	\$ 26.06	\$ 26.72	\$ 27.38	\$ 28.07	\$ 28.77	\$ 29.49	\$ 30.23	\$ 30.98	\$ 31.76	\$ 32.55	\$ 33.36	\$ 34.20	\$ 35.05	\$ 35.93	\$ 36.83	\$ 37.75	\$ 38.69	\$ 39.66	\$ 40.65	\$ 41.67	\$ 42.71	\$ 43.78	Plus 3.5%
Range 1	\$ 22.97	\$ 23.54	\$ 24.13	\$ 24.74	\$ 25.35	\$ 25.99	\$ 26.64	\$ 27.30	\$ 27.99	\$ 28.69	\$ 29.40	\$ 30.14	\$ 30.89	\$ 31.66	\$ 32.46	\$ 33.27	\$ 34.10	\$ 34.95	\$ 35.83	\$ 36.72	\$ 37.64	\$ 38.58	\$ 39.54	\$ 40.53	Plus 3.5%

PUBLIC SAFETY EMPLOYEE SCALES

YEAR 1 (2023) - PUBLIC SAFETY EMPLOYEE SCALE (New Wage Table with 2.5% Increase built into new table)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
PS Range 6	\$ 39.79	\$ 40.79	\$ 41.81	\$ 42.85	\$ 43.93	\$ 45.02	\$ 46.15	\$ 47.30	\$ 48.49	\$ 49.70	\$ 50.94	\$ 52.21	\$ 53.52	\$ 54.86	Plus 3.5%
PS Range 5	\$ 36.85	\$ 37.77	\$ 38.71	\$ 39.68	\$ 40.67	\$ 41.69	\$ 42.73	\$ 43.80	\$ 44.89	\$ 46.02	\$ 47.17	\$ 48.35	\$ 49.55	\$ 50.79	Plus 3.5%
PS Range 4	\$ 34.12	\$ 34.97	\$ 35.84	\$ 36.74	\$ 37.66	\$ 38.60	\$ 39.57	\$ 40.55	\$ 41.57	\$ 42.61	\$ 43.67	\$ 44.77	\$ 45.88	\$ 47.03	Plus 3.5%
PS Range 3	\$ 31.59	\$ 32.38	\$ 33.19	\$ 34.02	\$ 34.87	\$ 35.74	\$ 36.63	\$ 37.55	\$ 38.49	\$ 39.45	\$ 40.44	\$ 41.45	\$ 42.49	\$ 43.55	Plus 3.5%
PS Range 2	\$ 26.55	\$ 27.21	\$ 27.89	\$ 28.59	\$ 29.30	\$ 30.03	\$ 30.79	\$ 31.56	\$ 32.34	\$ 33.15	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.59	Plus 3.5%
PS Range 1	\$ 24.58	\$ 25.19	\$ 25.82	\$ 26.47	\$ 27.13	\$ 27.81	\$ 28.51	\$ 29.22	\$ 29.95	\$ 30.70	\$ 31.46	\$ 32.25	\$ 33.06	\$ 33.88	Plus 3.5%

YEAR 2 (2024) - PUBLIC SAFETY EMPLOYEE SCALE (2.0% INCREASE TO YEAR 1 Table)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
PS Range 6	\$ 40.59	\$ 41.60	\$ 42.64	\$ 43.71	\$ 44.80	\$ 45.92	\$ 47.07	\$ 48.25	\$ 49.45	\$ 50.69	\$ 51.96	\$ 53.25	\$ 54.59	\$ 55.95	Plus 3.5%
PS Range 5	\$ 37.58	\$ 38.52	\$ 39.48	\$ 40.47	\$ 41.48	\$ 42.52	\$ 43.58	\$ 44.67	\$ 45.79	\$ 46.93	\$ 48.11	\$ 49.31	\$ 50.54	\$ 51.81	Plus 3.5%
PS Range 4	\$ 34.80	\$ 35.67	\$ 36.56	\$ 37.47	\$ 38.41	\$ 39.37	\$ 40.35	\$ 41.36	\$ 42.40	\$ 43.46	\$ 44.54	\$ 45.66	\$ 46.80	\$ 47.97	Plus 3.5%
PS Range 3	\$ 32.22	\$ 33.03	\$ 33.85	\$ 34.70	\$ 35.56	\$ 36.45	\$ 37.37	\$ 38.30	\$ 39.26	\$ 40.24	\$ 41.24	\$ 42.28	\$ 43.33	\$ 44.42	Plus 3.5%
PS Range 2	\$ 27.08	\$ 27.75	\$ 28.45	\$ 29.16	\$ 29.89	\$ 30.63	\$ 31.40	\$ 32.18	\$ 32.99	\$ 33.81	\$ 34.66	\$ 35.53	\$ 36.41	\$ 37.32	Plus 3.5%
PS Range 1	\$ 25.07	\$ 25.70	\$ 26.34	\$ 27.00	\$ 27.67	\$ 28.36	\$ 29.07	\$ 29.80	\$ 30.55	\$ 31.31	\$ 32.09	\$ 32.89	\$ 33.72	\$ 34.56	Plus 3.5%

YEAR 3 (2025) - PUBLIC SAFETY EMPLOYEE SCALE (2.0% INCREASE TO YEAR 2 Table)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
PS Range 6	\$ 41.40	\$ 42.43	\$ 43.49	\$ 44.58	\$ 45.69	\$ 46.84	\$ 48.01	\$ 49.21	\$ 50.44	\$ 51.70	\$ 52.99	\$ 54.32	\$ 55.67	\$ 57.07	Plus 3.5%
PS Range 5	\$ 38.33	\$ 39.29	\$ 40.27	\$ 41.28	\$ 42.31	\$ 43.37	\$ 44.45	\$ 45.56	\$ 46.70	\$ 47.87	\$ 49.07	\$ 50.29	\$ 51.55	\$ 52.84	Plus 3.5%
PS Range 4	\$ 35.49	\$ 36.38	\$ 37.29	\$ 38.22	\$ 39.18	\$ 40.16	\$ 41.16	\$ 42.19	\$ 43.24	\$ 44.32	\$ 45.43	\$ 46.57	\$ 47.73	\$ 48.93	Plus 3.5%
PS Range 3	\$ 32.86	\$ 33.68	\$ 34.53	\$ 35.39	\$ 36.27	\$ 37.18	\$ 38.11	\$ 39.06	\$ 40.04	\$ 41.04	\$ 42.07	\$ 43.12	\$ 44.20	\$ 45.30	Plus 3.5%
PS Range 2	\$ 27.62	\$ 28.31	\$ 29.01	\$ 29.74	\$ 30.48	\$ 31.24	\$ 32.03	\$ 32.83	\$ 33.65	\$ 34.49	\$ 35.35	\$ 36.23	\$ 37.14	\$ 38.07	Plus 3.5%
PS Range 1	\$ 25.57	\$ 26.21	\$ 26.86	\$ 27.54	\$ 28.22	\$ 28.93	\$ 29.65	\$ 30.39	\$ 31.15	\$ 31.93	\$ 32.73	\$ 33.55	\$ 34.39	\$ 35.25	Plus 3.5%