Collective Bargaining Agreement (CBA) between the City of Soldotna and the Public Safety Employees Association (PSEA)

July 1, 2025 - June 30, 2028

City Council Resolution: 2025-029
Adoption date: July 23, 2025
Agreement effective date: July 21, 2025

Table of Contents

Preamble **5**
Article 1 – Definition of Terms **5**
Article 1. Section 1 - Tense, Number and Gender 5
Article 1. Section 2 - Definitions 5
Article 2 - Recognition **6**
Article 2. Section 1 - General Recognition 6
Article 2. Section 2 - Exclusive Representation with the Association 6
Article 3. Section 3 - Association Officials 6
Article 3 – Association and Membership Dues **6**
Article 3. Section 1 - Union Membership 6
Article 3. Section 2 - Association Activities 6
Article 3. Section 3 - Dues Deductions 6
Article 3. Section 4 - Written Notice 7
Article 4 – Association Responsibility **7**
Article 5 – Management's Rights **7**
Article 6 – Member Rights **8**
Article 6. Section 1 - Definition of Discipline 8
Article 6. Section 2 - Application of Discipline 8
Article 6. Section 3 - Administrative Investigation Procedures 8
Article 6. Section 4 - Voting 10
Article 6. Section 5 - Examination of Personnel Files 10
Article 7. Travel and Per Diem **11**
Article 7. Section 1. Allowable expenses and per diem. 11
Article 7. Section 2 – Mode of Travel 12
Article 8 – Training and Advanced Education **12**
Article 9 – Grievance-Arbitration Procedure **12**
Article 9. Section 1 – General 12
Article 9. Section 2 -Time Limitations 13
Article 9. Section 3 - Steps 13
Article 9. Section 4 - Arbitration 14
Article 9. Section 5 - Elevated Grievance Filing 14
Article 10 – Seniority **14**
Article 10. Section 1 – Bargaining Unit Seniority 14
Article 10. Section 2 – Classification Seniority 14
Article 10. Section 3 – Impact of Seniority 15
Article 10. Section 4 – Termination of Seniority 15
Article 10. Section 5 – Retention of Seniority 15
Article 10. Section 6 – Personal Leave Scheduling 15

Article 10. Section 7 – Shift Assignments 16
Article 10. Section 8 – Layoff/ Rehire 17
Article 10. Section 9 – Nonregular Members 17
Article 11 – Leaves of Absence for Regular Members 17
Article 11. Section 1 - Leave Provisions by Ordinance and Law 17
Article 11. Section 2 - Personal Leave General 17
Article 11. Section 3 - Donation of Personal Leave 18
Article 11. Section 4 - Movement from the Unit 18
Article 11. Section 5 - Leave Without Pay 19
Article 11. Section 6 - Line of Duty Injury Indemnification 19
Article 11. Section 7 - Humanitarian Leave 20
Article 11. Section 8 - Association Leave Bank 20
Article 11. Section 9 - Family Medical Leave Act 20
Article 11. Section 10 - Military Leave 20
Article 11. Section 11 - Member Notice 21
Article 12 – Wages 21
Article 12. Section 1 - Classification Plan 21
Article 12. Section 2 - Salary Schedule 21
Article 12. Section 3. Shift differential. 22
Article 12. Section 4. Specialty differentials. 22
Article 12. Section 5. Standby duty and compensatory time. 23
Article 12. Section 6 - Recall 23
Article 12. Section 7 - Telephone Calls 23
Article 12. Section 8. Workweek and premium pay. 24
Article 12. Section 9 - Court Appearances 24
Article 12. Section 10 - Acting in a Higher Classification 24
Article 12. Section 11 - Performance Based Certification Pay 24
Article 12. Section 12 - Holidays 25
Article 12 – Pay Matrix 26
Article 13 – Probation, Evaluation and Separation 27
Article 13. Section 1 - Probation for Regular Members 27
Article 13. Section 2 - Performance Evaluation 27
Article 13. Section 3 - Discharge Notification 27
Article 13. Section 4 - Resignation Notification 27
Article 14 – Commissioned Members Uniform and Clothing Allowance 27
Article 15. Bulletin Boards 28
Article 16. Member Benefits 28
Article 16. Section 1. Health care and life insurance. 28
Article 16. Section 2. Healthcare premiums 28
Article 17 – Medical Wellness and Safety 29

Article 17. Section 1 - Medical Examinations 29
Article 17. Section 2 - Psychological Testing 29
Article 17. Section 3 - Employer Rights 29
Article 18 – Legal Indemnification 29
Article 19 – No Strike – No Lockout 30
Article 20 – Verbal or Written Agreement 30
Article 21 – Availability of Parties to Each Other 30
Article 22 – Superseding Effect of this Agreement 30
Article 23 – Conditions Not Specifically Covered 31
Article 24 – Supplemental Agreement 31
Article 25 – Savings Clause 31
Article 25. Section 1 - Violations 31
Article 25. Section 2 - Replacement 31
Article 25. Section 3 - Federal Regulations 31
Article 26 – Contracting Out 31
Article 26. Section 1 - Feasibility Studies 31
Article 26. Section 2 - Effect on Members 32
Article 27 – Licenses 32
Article 28 – Complete Agreement 32
Article 29 – Duration of Agreement 33

Preamble

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

Article 1 – Definition of Terms

Article 1. Section 1 - Tense, Number and Gender

As used in this Agreement:

a. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
b. Words in the singular number include the plural, and words in the plural number include the singular.
c. Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

Article 1. Section 2 - Definitions

a. "Association" means the Public Safety Employees Association.
b. "Bargaining Unit" in this Agreement means the Soldotna Police Employees Unit (SPEU), as described in and subject to the provisions of Article 12, Section 1, and consisting of those, classifications deemed appropriate by mutual consent or additional classifications deemed appropriate by Soldotna Employee Relations Board.
c. "Job Description" is a written statement of duties and responsibilities which are characteristic of a class of positions and includes the education, experience, knowledge and ability required to perform the work of the class of positions. The essential functions of the position shall be specifically enumerated.
d. "Day(s)" as used in this Agreement providing time constraints on the parties means calendar days exclusive of holidays unless otherwise specified herein. Specific timeline requirements begin the day after an action or receipt of a communication.
e. "Employer" means the City of Soldotna.
f. "Member" in this Agreement means a person in City service who is paid a salary or wage and holds probationary or regular status working in a job class that has been designated by the Soldotna Employee Relations Board within the Soldotna Chapter Employee's Bargaining Unit. It is not intended to refer to a member's status with Public Safety Employees Association (PSEA) as an organization.
g. "Probationary employee" shall be as defined in SMC.
h. "Personnel File" is defined as in AS 23.10.430, and 8 AAC 15.910, d.
i. "Travel Status" in this Agreement means that period during which any member begins an authorized trip until it ends.
j. "Anecdotal Files" are files not contained in the Member's Personnel File. This would include discussion records, Guardian Tracking, or similar database or recordkeeping programs.
k. "Working Days" shall mean every day of the week except Saturday, Sunday and City observed holidays.

Article 2 - Recognition

Article 2. Section 1 - General Recognition
The City of Soldotna, hereinafter referred to as the Employer, recognizes the Public Safety Employees Association, hereinafter referred to as the Association, as the exclusive representative of all regular and probationary employees in the Bargaining Unit for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

Article 2. Section 2 - Exclusive Representation with the Association
The Employer will not negotiate or handle grievances with any individual or employee organization other than the Association or its designee with reference to terms and conditions of employment of members in the Bargaining Unit. When individuals or organizations other than the Association, or its designee, request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to the Association. Similarly, the Association, or its designee, will advise any individuals or organizations seeking to negotiate or handle grievances that the Association, or its designee, is the exclusive representative of members of the Bargaining Unit and will be the only agency to approach the Employer on these matters. However, nothing contained herein shall be construed to, in any way, deprive members of rights as provided by law and Chapter 2.30 of the Soldotna Municipal Code.

Article 3. Section 3 - Association Officials
The specific titles of the Executive Board are: President, Vice President, and Secretary /Treasurer. The Association is obligated to notify the City of Soldotna of the individuals occupying these offices and expiration date of the present term within 10 working days of the effective date of any change in personnel of the Executive Board.

Article 3 – Association and Membership Dues

Article 3. Section 1 - Union Membership
A. All employees holding a position covered by this Agreement may voluntarily elect to become members of the Association.
B. Nothing in this Agreement prohibits the Association from Charging a nonmember fees for services such as a grievance and/or arbitration filed at the request of the nonmember.

Article 3. Section 2 - Association Activities
The Employer agrees that it will not in any manner, directly or indirectly; attempt to interfere between any of its members and the Association. The Employer will not in any manner restrain or attempt to restrain any member from belonging to the Association, or from taking an active part in lawful Association affairs which are not inconsistent with this Agreement.

Article 3. Section 3 - Dues Deductions
A. The Employer agrees to deduct on a regular monthly basis from the paycheck of the member who so authorizes the regular monthly dues, assessments and fees of the Association as certified by the President, Secretary, or Executive Secretary of the Association, and/ or any such other specific dollar amount as an employee may authorize in the employee's written authorization provided to the Employer. The Employer shall transmit such amounts to the Association on a monthly basis. Such authorization shall be revocable by the employee by submitting a written request to the Employer. Employer will notify the Association upon receipt, Deductions authorized shall be on a form mutually agreeable to the parties. No other employee organization shall be accorded payroll deduction privileges with regard to members of the Bargaining Unit.

B. The Association agrees to indemnify and hold harmless the Employer from any claim that may be made upon it for or on account of any such deduction from the wages of any employee.
C. Inquiries from employees about Association dues, fees, membership, and dues checkoff authorizations will be directed to the Association; provided, however, that the Employer shall not be required to refer to the Association inquiries relating solely to the Employer's administrative responsibilities regarding the written authorization and revocation farms described in this Section.

Article 3. Section 4 - Written Notice
The Employer shall provide the Association with a written notice of all additions to the unit and all separations from the unit. Such notice shall include the member's name, position, location and the date of such action. This written notice shall be transmitted to the Association within fifteen (15) days of the action by the appropriate department.

Article 4 – Association Responsibility

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

Article 5 – Management's Rights

Management's Rights are set forth in Soldotna Municipal Code 2.30.150, and as set forth under the laws, regulations and court decisions of the State of Alaska and the United States of America.

2.30.150- Reservation of management rights.
A. The following management functions and responsibilities are reserved to the city government, and the exercise of such functions and responsibilities may not be the subject of any collective bargaining under this chapter:
   1. management of the city;
   2. direction of the city work force;
   3. determination of the structure and mission of departments, divisions, agencies, offices and boards of the city;
   4. determination of the standards and levels of service to be offered to the public;
   5. exercise of control and direction over city operations, including decisions to contract-out for specific services;
   6. taking of disciplinary action including termination for just cause;
   7. layoff of employees for lack of work or other non- disciplinary reasons;
   8. determination of the method, means and personnel by which the city's operations are to be conducted, including, but not limited to, the rights to:
      a. recruit, examine, select, promote, transfer and train employees of its choosing and to determine its own methods of such actions;
      b. assign and direct work, develop and modify job descriptions, and allocate positions to these specifications;
      c. determine methods, materials and tools to accomplish work; to designate duty stations and assign employees to those duty stations;
      d. reduce the work force due to lack of work or funding or for other causes consistent with efficient management;
      e. establish reasonable work rules, assign hours of work, and assign employees to shifts of its designation;
   9. to develop and administer an affirmative action program; and

10. all other management functions and responsibilities traditionally exercised within the prerogative of the chief executive officer, chief administrative officer or legislative body of a municipality.

B. The purpose of this section is to reserve to management those decisions which permit the city to provide the efficient delivery of uninterrupted service to the community and to take necessary actions to carry out its mission; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting, meeting and conferring about the practical consequences that decisions on management matters may have on wages, hours and other terms and conditions of employment.

Article 6 – Member Rights

Application of Member's Rights to New Employees. Member's rights under this Article shall be extended to members upon completion of the initial probationary period. Upon successful completion of the initial probationary period, full member's rights shall be extended to the member.

Article 6. Section 1 - Definition of Discipline

Discipline is defined as any action taken against a member by the Employer that may affect working conditions, hours or wages, including written warnings, written reprimands, suspensions, demotions and terminations. Notification of discipline will be within three (3) business days of member notification, a copy of all disciplinary actions taken, and any materials used to justify the discipline, shall be sent to the Association at 4228 Laurel Street, Anchorage, Alaska 99508. Materials may be sent electronically via fax or email with proof of delivery and receipt.

Written Warnings and Reprimands

a. Written warnings and reprimands are not subject to the grievance procedure, but shall be reviewed and approved by the Chief or his designee, if the warning and reprimand is from someone other than the Chief. The member may include a written rebuttal, which shall be attached to and become a part of the written warning and reprimand.
b. All writings related to any warnings and reprimand, including the warning and reprimand itself, not accompanied or fallowed by additional related discipline shall be purged from the personnel file at the following time frame; written warnings within two (2) years of the date of the event that led to the discipline and written reprimand within five (5) years of the date of the event that led to the discipline and upon written request of the member to Human Resources.

Article 6. Section 2 - Application of Discipline

a. General Discipline
   When the Employer decides from known and obvious facts, that a member should be disciplined, the discipline may take place without the inquiry and/or Administrative Investigation process listed below. When it becomes necessary for the Employer to initiate disciplinary actions against any member for just cause, such actions shall be administered in a fair and impartial manner, with due regard for the circumstances of the individual case. The member shall be presumed innocent unless a Complaint or allegation 1s sustained and the burden of proof shall be on the Employer.

Article 6. Section 3 - Administrative Investigation Procedures

When it has been determined that an Administrative Investigation is necessary, the following procedures shall govern the conduct of that investigation:

a. Definition of "Administrative Investigation" shall be construed as: Any time the Employer initiates an investigation to determine the possibility of, or to establish a basis for discipline, suspension or dismissal, whether such investigation or interrogation is initiated by an internal, external, formal or informal complaint

b. Association representation is a member's right at each stage of any investigation. Members may however, in writing, waive representation, a copy of which should be forwarded to the Association the first business day immediately after the waiver is signed. It is agreed that "unless the member specifically waives in writing to the Association such representation" means that when a member waives Association representation, the member is waiving Article 6, Sections 2 and 3, in their entirety, including all procedural requirements contained therein. However, such member continues to have all appeal rights provided in Article 9, in order to contest just cause for any disciplinary action which may be taken.
c. A Member shall be entitled to a fair and impartial investigation when in the course of the member's scope of employment, the Employer deems an investigation is necessary. The member shall assist and expedite Administrative Investigations and, when requested by investigative officers, furnish information or give statements as witnesses within the guidelines specified below.
d. The Administrative Investigation being conducted will only cover the original allegation. If a new and unrelated allegation comes to the Employer's attention during the initial investigation, a new and separate Administrative Investigation will be conducted.
e. The member and the Association will be notified and shall have up to three (3) working days to prepare for an interview. Notification shall be made directly to PSEA, Anchorage office, by telephone, fax or email. In the event notification to the Association is not possible, then notification shall be made to the local chapter president.
f. The member may be accompanied by no more than two (2) Association representatives. One (1) Association representative (to be identified by the Association at the start of the interview) shall be allowed to cross-examine the member at the close of the interview with right of re-examination by management following the Association questioning. Questioning shall be conducted in not more than one (1) hour segments for no more than four (4) hours per day. Reasonable breaks, up to approximately ten (10) minutes, may be requested by the member. Each one (1) hour segment shall be followed by a fifteen (15) minute rest period. The rest period may be waived by the member.
g. A member shall be required to answer only those questions specifically relating to subject of the investigation.
h. A member's immediate family shall not be interviewed unless reasonably related to the subject matter of the investigation. Members shall not be disciplined if immediate family members decline to be interviewed.
i. The complete interview shall be recorded. The member may request an exact copy of all recordings. Such copy shall be provided within seven (7) days of the interview. If the Employer has the interview transcribed, a copy shall be provided to the Member at Employer's expense. If the Employer does not have the interview transcribed, the Member may have the interview transcribed at the Member's expense.
j. All questions to the Member shall be recorded. Any off the record conversations shall occur between the Employer and the Association only.
k. Should it be determined that a criminal investigation will also be conducted in conjunction with the employment related investigation, the member shall be advised of his/her constitutional rights prior to the interview with the subject member. If the criminal investigation is related to the Administrative Investigation then the Administrative Investigation may be held in abeyance until the criminal investigation is completed, including any involved court proceedings. The parties agree that any information from the Administrative Investigation shall not be provided to the criminal investigation.
l. If during an Administrative Investigation, the Employer determines it is necessary to relieve a member of regularly-assigned duties, the member shall be temporarily reassigned to "administrative" duties or placed on administrative leave with full pay, benefits and retention of his/her classification until the Administrative Investigation has been concluded and a course of action determined. This temporary reassignment will not be considered as a disciplinary

measure and may continue until the end of the Administrative Investigation. The Employer may require the member to relinquish their credentials and issued firearms during the Administrative Investigation.

m. No materials or reports involving the allegations shall be entered into any personnel file of the member where the Administrative Investigation has exonerated the member and/or the allegations were determined to be unfounded. The completed Administrative Investigation File shall be considered a confidential file. For Soldotna Police Department members, the completed Administrative Investigation file will be maintained by the Chief of Police. The member and/or the Association, with the member's written approval, may review the Administrative Investigation File at any time following the completion of the Administrative Investigation in the Chiefs office by submitting a written request directly to the Chief.

n. During the course of an Administrative Investigation, the Employer may determine that it is not necessary to continue the normal and routine Administrative Investigation process and procedures. If the Employer determines that the Investigation will be completed with an Executive Summary or a Memorandum of Findings as opposed to a full investigative report, it will advise the Association of this decision. The Chief of Police and/ or his/her designee will meet with the member and an Association Representative within ten (10) working days to discuss the Executive Summary or Memorandum of Findings. During this meeting, the member and/or the Association may contest the Executive Summary or Memorandum of Findings and request that the normal and routine Administrative Investigation process and procedures be followed. Completion of the Administrative Investigation or proceedings based on the Executive Summary or Memorandum of Findings will be at the Employer's discretion.

o. Notice of Administrative Investigation Completion. The investigated member and the Association shall be informed in writing as soon as practical when the investigation has been completed and a course of action has been determined. If the notification is by mail, it shall be by certified mail, return receipt requested. The Association shall be notified in writing if the Administrative Investigation extends beyond 30 days, and the reasons for the extension. The Employer shall provide written updates to the association of the Administrative Investigation's progress every 30 days thereafter.

p. If any discipline is issued as a result of the Administrative Investigation, a copy of the disciplinary action shall be forwarded to the Association within three (3) working days of the issue.

q. Nothing in this section prevents the Employer from conducting a cursory supervisory review of a complaint to determine if a formal investigation is warranted.

Article 6. Section 4 - Voting

The Employer shall provide reasonable and necessary time for members to vote in local, municipal, borough, State and federal elections if the member's shift covers the entire time polls are open.

Article 6. Section 5 - Examination of Personnel Files

a. A member shall have the right to examine and request a copy of a portion or all of the contents of his/her own personnel file or files. Members shall be notified in writing anytime material other than routine Personal Action Forms denoting step increases, promotions, and the like, is placed in the member's personnel file or files by the Employer. If the Employer fails to provide members this notification at the time the material is placed in their personnel file or files, the Employer may not rely on the material to issue discipline to the member.

   Anecdotal files are records not contained in the member's personnel file or files. The parties agree that anecdotal files may be kept in preparation for completing performance evaluations. The member will be allowed to review their anecdotal file(s) at a date and time convenient to the supervisor and member. The Employer may retain anecdotal files for the purpose of record keeping provided anecdotal file(s) are not relied upon for the purpose of issuing progressive discipline.

Article 7. Travel and Per Diem

Article 7. Section 1. Allowable expenses and per diem.

A. Authorized Expense. Employees shall be reimbursed for reasonable, actual expenses incurred while traveling on city business, provided proper documentation is submitted to the finance director. Reimbursable expenses include:
   1. The most economical coach fare appropriate for the circumstances, with a legible ticket or receipt;
   2. Ground transportation accompanied by receipt (from taxi, bus, shuttle, or car rental agency);
   3. Personal vehicle use at the current IRS rate (report mileage);
   4. Lodging and tax, with a legible copy of bill;
   5. Conference, seminar, or meeting registration fees;
   6. For travel within Alaska: a per diem of $75 per day for meals, tips and all other miscellaneous expenses, to commence on the date of departure and end on date of return, excluding personal vacation or non-city business. Fractional days shall be divided as follows:
      a. $18 from 11 pm to 11 am (breakfast);
      b. $19 from 11 am to 5 pm (lunch); and
      c. $38 from 5 pm to 11 pm (dinner).
   7. For travel outside of Alaska: a per diem for meals, tips and all other miscellaneous expenses, to commence on the date of departure and end on date of return, excluding personal vacation or non-city business, will be based on the current federal government rate published by the U.S. General Services Administration, also divided into breakfast, lunch, and dinner timeframes as listed above.
   8. Airport parking lots fees accompanied by a receipt.
   9. Reasonable laundry expenses for trips lasting more than seven (7) calendared days, accompanied by a receipt.

B. Non-reimbursable expenses.
   1. Telephone bills, unless work related;
   2. Movies or entertainment expenses of any type unless included in a registration fee; and
   3. Meals included in a registration fee.

C. Travel advances. Employees may request an advance of anticipated expenses for approved official business travel.

D. Personal vehicle use.
   1. Employees required to use their personal vehicle for city business shall be reimbursed at the current IRS rate per mile.
   2. Workers' Compensation insurance coverage applies while on City business in a personal vehicle, but not for the period of time in which an employee is commuting to and from home and a duty station unless responding to a call-out.

E. Optional personal vehicle reimbursement.
   1. If the Chief authorizes use of a personal vehicle instead of traveling by air, reimbursement shall be the lesser of the:
      a. Current IRS mileage rate for actual miles driven, or
      b. Cost of the most economical coach airfare.
   2. Members who travel by personal vehicle under this section do so on their own time.

F. Compensable time.
   1. Employees will be paid during travel in accordance with the Fair Labor Standards Act.
   2. Hourly employees shall be compensated for all hours traveled in a noncommon carrier (e.g. COS or private vehicle) unless voluntarily choosing to drive under Section E.
   3. Travel time on a common carrier (e.g. airplane, bus, taxi, shuttle) is compensable only for hours that fall within the employee's normal workday hours.
   4. When in travel/ training status for overnight travel, employees will only be paid up to one regular day of pay no overtime pay or compensatory time for each day of travel.

Article 7. Section 2 – Mode of Travel
The Chief shall determine the mode of travel for any City-related travel. Travel status and work status shall begin when the Member leaves the Police Department, or if not required to report to the Police Department, when the member leaves his/her residence. Travel status shall end when the Member arrives back to the Police Department or his/her residence.

A member may request to use his/her own personal vehicle for travel. If so granted by the Chief, travel status and work status shall begin when the member arrives at the City-related business destination and shall end when the City_related business ends. The member may be reimbursed direct mileage at the current IRS mile rate in effect for City related travel. The City shall not be responsible for and the Member shall indemnify, defend and hold the City harmless for any and all claims, actions or demands arising or alleged to arise out of any acts or omissions occurring while the Member is traveling to the City related business destination.

Article 8 – Training and Advanced Education

Article 8. Section 1
a. The Employer shall determine when training is necessary and shall set consistent standards for all training. Employer will attempt to assign training equitably in the spirit of obtaining a better trained work force.
b. If a member is on approved leave, the Employer will not require a member to be recalled from personal leave for the purposes of attending job-related training. When scheduling job-related training, the Employer will make efforts to assure the training does not conflict with a member's prior authorized and scheduled personal leave.
c. Test scores from assigned training or advanced education alone may not be grounds for disciplinary action. However, failure to attend or satisfactorily participate in the assigned training may be grounds for disciplinary action.
d. The satisfactory completion and the continued competence of entry level training provided by the employer is a condition of employment.

Article 8. Section 2
The Employer may elect to pay for college credit hours for pre- approved courses deemed by the Employer to be of mutual benefit to both the Employer and the Member.

Article 9 – Grievance-Arbitration Procedure

Article 9. Section 1 – General
a. Definition of Grievance:
   For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or improper application of the expressed provisions of this collective bargaining agreement.
   It is the intent of this grievance procedure to settle all disputes or complaints at the lowest level possible. The Employer and the Association agree to make every effort to informally resolve all disputes.
b. Probationary employee:
   Members have no right to grievance during their initial probationary periods.
c. Association or Class Action Grievances:
   A grievance may be brought under this procedure on behalf of more than one (1) member as a Class Action grievance. The Association may file a grievance as an Association grievance. Class Action and Association grievances shall be initially submitted at Step Two.
d. Disciplinary Grievances:

Grievances involving terminations, suspensions, and non- probationary demotions shall be entered at Step Three.

Article 9. Section 2 -Time Limitations

a. Thirty (30) Day Limitation:
   A grievance must be submitted at the appropriate level within thirty (30) working days of occurrence; or within thirty (30) working days of knowledge of occurrence, whichever is earlier. A grievance not brought within these time limits shall not be considered timely and shall be void.
b. Waiving of Time Limitations:
   The time limits for grievance response may be waived by mutual agreement in writing between the Association and the appropriate Management representative at each step. All mailed material relating to Steps Two - Four of a grievance shall be accomplished through a proof of mailing and receipt method. All written correspondence relating to Steps Two-Four of a grievance may be hand delivered or sent electronically via fax or email with proof of delivery and receipt.

Article 9. Section 3 - Steps

STEP ONE: An aggrieved member shall first attempt to settle the grievance through discussion with his/her immediate supervisor if the immediate supervisor is the appropriate recipient. The member may be represented by an Association representative, if desired. The immediate supervisor shall consult with the Chief or his designee and make a decision. This decision will be orally communicated to the aggrieved member within five (5) working days from the initial presentation of the grievance.

STEP TWO: If the grievance is not settled at Step One, the Association may process the grievance by submitting it in written form to the Chief of Police with a copy to the Human Resources Manager within ten (10) working days of the completion of Step One. The Association representatives and the appropriate City of Soldotna representatives may attempt to settle the grievance within ten (10) working days of receipt of the written grievance. If not settled, the Chief shall respond to the grievance in writing no later than ten (10) working days after receipt of the written grievance. Said response shall be provided to the grieving member and the Association.

STEP THREE: If the grievance is not settled at Step Two, the Association may elevate the grievance to Step Three by forwarding the written grievance to the City Manager with a copy to the Human Resource Manager for resolution within ten (10) working days after the Step Two response is due or received, whichever is first. The City Manager shall have fifteen (15) working days after receipt to answer the grievance. The Step Three grievance may include a summary of previous efforts to resolve the issue, and an explanation of those issues which the Association believes were not adequately or appropriately resolved at Step Two.

STEP FOUR: If the grievance is not settled at Step Three, the Association may elevate the grievance to Step Four by tendering a request for arbitration to the City Manager within ten (10) working days after completion of Step Three. The Association representative and the City Manager shall meet within fifteen (15) calendar days of the written request for the purpose of selecting an arbitrator. In the event the parties are unable to mutually agree to an arbitrator after this meeting, the parties shall petition the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association for the purpose of providing a list of eleven (11) arbitrators from the Pacific Northwest region. The parties shall equally bear the cost of filing for the FMCS list.

Article 9. Section 4 - Arbitration

a. When the need to select an arbitrator exists and a mutually agreeable arbitrator is not available, the parties will obtain a list of eleven (11) arbitrators from the American Arbitration Association or FMCS. After review of the list, the representative from each side will meet and alternately eliminate a name from the list until the list is narrowed to one (1) individual. PSEA will have the responsibility of notifying the arbitrator. The notification letter shall be limited to informing the arbitrator of the name of the grievant(s), the location and number of hearing days required, and request the arbitrator provide both parties a list of available dates from which to mutually select. Neither party may provide any information to the arbitrator on the general or specific issue(s) of the case prior to the hearing, except as mutually agreed.
b. The arbitration shall commence at a location within the City of Soldotna at a time selected by the arbitrator and agreed upon by the parties.
c. The arbitrator will hear only matters regarding the application of a specific article of this Agreement or a claim that an article or articles have been violated. The arbitrator shall have the power to return a grievant to Employee status with or without restoration of back pay or mitigate the penalty as equity suggests under the facts. The arbitrator shall have no authority to rule contrary to, expand upon, or eliminate any of the terms of this Agreement nor to award damages which are punitive in nature. The arbitrator shall be requested to provide the parties with written findings of fact and conclusions of law, if any, and the complete rationale for any award within 30 days of the hearing. The decision of the arbitrator shall be final and binding upon the parties.
d. Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his/her fees and expenses to the losing party, i.e., either to the Association or to the Employer, and if there is no losing party, the fees and expenses shall be borne equally between the parties.

Article 9. Section 5 - Elevated Grievance Filing

With the written mutual consent of the parties, a grievance may be filed at a higher step if the recipient of the grievance does not have the power or authority to grant the relief requested.

Article 10 – Seniority

Article 10. Section 1 – Bargaining Unit Seniority

For Association members, there shall be one (1) seniority list, which shall consist of all Police Officers and clerks. For this list, the member having the longest term of unbroken service within those classifications represented by the bargaining unit and within each classification covered by the seniority list shall be "number one" (#1) and all other members shall be listed in descending order by appropriate rank. The Employer shall prepare and prominently post a bargaining unit seniority list in the department each time that a represented regular full or part-time position is filled.

Article 10. Section 2 – Classification Seniority

All time worked within a classification, as compared with time earned by other members in the identical classification, shall determine classification seniority. Should members be determined to have identical classification seniority, then bargaining unit seniority shall prevail.

Seniority ranking shall be established within thirty (30) days from the date of hire.
Should it become necessary to break identical bargaining unit seniority ties, the following method will be utilized:

FIRST: Total regular /probationary City service; if a tie still exists,

SECOND: Random drawing of names involved.

Article 10. Section 3 – Impact of Seniority
Neither bargaining unit nor classification seniority shall have any impact on the accrual of annual leave or other benefits accorded all City Employees.

Article 10. Section 4 – Termination of Seniority
a. Seniority shall be terminated upon:
    1. Discharge;
    2. Resignation;
    3. Layoff for a period of two (2) year or more;
    4. Failure of the member to accept and report for duty within thirty (30) days after notification of recall from layoff;
    5. Abandonment of position (failure to report for duty after five (5) calendar days without contact or explanation).
    6. Upon successful completion of promotion or acceptance of another position with the City that is not in the bargaining unit.
b. Seniority shall continue to accrue and not be interrupted by:
    1. Periods of approved leave;
    2. Workers' Compensation leave;
    3. Military leave for reserve training;
    4. Active military duty when recall for such duty is beyond the control of the member; and
    5. Periods of disciplinary suspension.

Article 10. Section 5 – Retention of Seniority
If a member is promoted into a position outside the bargaining unit, the member shall be entitled to a one (1) year period of grace without loss of seniority.

Article 10. Section 6 – Personal Leave Scheduling
a. General
    1. Once every calendar year, on November 1, a notification for personal leave requests for the following calendar year shall be posted by the appropriate supervisor. The posting shall indicate the open dates available for personal leave scheduling. All members shall be afforded two leave selections within 30 calendar days from the posting date for purposes of submitting a personal leave bid for consideration. Throughout the calendar year, any days or blocks of days left available on the department calendar may be requested on a first-come first-serve basis, as long as the as the requesting member has leave time available in their leave bank at the time the request is made. These selections must be made at least 30 days in advance. Request for additional leave must be made in writing to the Lieutenant or Chief and must also meet the requirements of a.3, a.4, and b.3 of this section.
    2. All leave bids must be submitted on a departmental leave bidding form. Final leave forms will be routed through the chain of command with final approval by the signature of the Chief of Police or his/her designee.
    3. It will be the responsibility of all officers taking leave to notify the district attorney's office, as well as the court, and any other appropriate agency, of their intended absence and unavailability at least thirty (30) days prior to the beginning of their scheduled leave.
    4. In the event that the Department's needs require it, any approved leave may be subject to cancellation. However, after personal leave has been approved, the Department will endeavor to allow the member to go on leave. In addition, the Department reserves the right to blackout time or place times of restricted leave on the calendar for special events, holidays, training, or times when available staffing drops below 75% of authorized sworn personnel. It will be the policy of management to keep blackout dates to a minimum and to make every effort to post known blackout dates on the calendar prior to the beginning of the bidding cycle.

b. Shift Personnel
    1. Members desiring personal leave shall apply by submitting their request to their appropriate supervisor. Members who desire more than one block of leave shall prioritize their request, understanding that only their first preference shall be afforded seniority before other members' requests shall be considered. Once members have had the chance to submit their first preference the most senior member's second request shall be considered. This shall be repeated until all requests are considered. The members shall attempt to eliminate conflicting requests prior to the closing of the posting.
    2. Bids will be for single blocks of time and cover consecutive shifts with a maximum allowable bid not exceeding 160 hours
    3. As a general rule, and for purposes of minimum staffing, no more than two blocks of personal leave shall be scheduled for officers during the same shift. For the purpose of this subsection, shifts that start at 6:00 a.m. up to 3.59 p.m. will be considered a "day shift." Shifts that start at 4:00 p.m. or later will be considered a "night Shift."
    4. The approved leave schedule will be posted by the first day of December Once personal leave time has been bid for and approved, it will not be subject to change or cancellation by the member without 30 days prior written notice and then only with the written approval of the Chief of Police.
    5. Members who will be unavailable during the bidding process must submit their written requests for personal leave to their supervisor prior to the actual beginning of the bidding process. Members who do not leave their bid requests with their supervisors prior to the first day of bidding will be passed over and the bidding process will move onto the next member.
    6. Request made within 30 days of the leave dates will be considered impromptu leave requests and will generally only be considered if no overtime is required to cover the member's shift and other members are not required to adjust their shifts to accommodate the absent member.
c. Emergency Requests
    From time to time, emergency situations arise which preclude members from submitting their requests for personal leave in a timely manner. In those cases where a member submits a request for leave outside the guidelines established by this policy, a memo explaining the emergency shall accompany the leave request. The scheduling supervisor shall either approve or deny such requests within one (1) workday. In all emergency situations, the greatest latitude possible will be given to allow the member to take leave as requested.
d. PSEA and the Employer agree to reopen article 10, Section 6, Personal Leave Scheduling, in one year to renegotiate terms. If both parties agree that no change is needed the article will continue for the life of this, contract.

Article 10. Section 7 – Shift Assignments

a. The standard pay period shall be two weeks during which each member shall be assigned to work eighty (80) hours. Every effort will be made by management to schedule members for 40 hours in each week of the pay period.
b. Bidding for shifts shall occur once every calendar year, on October 1. Once every calendar year, officers shall be required to work one day shift and one night shift
c. With the intent to best serve the obligations of the Department, management will develop a list of available shifts for bidding.
d. Bidding for available shifts will be based on seniority.
e. A new shift bid will be posted at least two weeks prior to the bid becoming effective. After the bids have been received, the approved shift schedule will be posted prior to the start of the new shift schedule. Management will endeavor to give as much notice as possible when it is necessary to adjust member's shift hours or days off within the current shift schedule.
f. In order to meet the Department's operating needs, the Chief of Police may establish different schedules and change member's working hours .as needed, however, once a schedule has

been posted, every effort will be made to maintain the shifts of scheduled officers.

g. When rescheduling is required, every effort will be made by management to adjust the modified shift so as to first move the scheduled member who will allow for sufficient coverage by his or her schedule, the least number of hours.
h. It is the Employer's policy, when practical, to solicit volunteers when rescheduling is required, and to give employees advance notification of the changes to the schedule. Involuntary changes to employee's schedule shall be for a period no longer that the scheduled rotation bid cycle.

Article 10. Section 8 – Layoff/ Rehire

Should it be necessary to reduce the number of Officers within the bargaining unit, that member who is lowest on the seniority list shall be laid off first. Should it be necessary to reduce the number of other members within the bargaining unit, that non-officer member who is lowest on the bargaining unit seniority list shall be laid off first.

The names of members who have been separated from the unit because of a reduction in force shall be placed on a layoff list for a period of no more than two (2) years. That member with the highest bargaining unit seniority at the time of separation shall be highest on the layoff list. When a position in the classification becomes available for filling, the position shall be offered first to the individual highest on the layoff list.

Article 10. Section 9 – Nonregular Members

For the purpose of this Agreement, nonregular members shall not have seniority over regular or probationary members within their bargaining unit. Should it be necessary to reduce the number of officers or other members within the bargaining unit, any nonregular members shall be laid off before any regular or probationary members.

Article 11 – Leaves of Absence for Regular Members

Article 11. Section 1 - Leave Provisions by Ordinance and Law

Unless superseded by this agreement, members shall have all leave provisions granted under Soldotna City Ordinances 2.28.100, 2.28.110, 2.28.150 and family, medical leave as provided by law.

Article 11. Section 2 - Personal Leave General

Personal leave shall be earned and used in lieu of all sick and annual leave, except as specified in this Article. The City shall compute personal leave for each member on a monthly basis. Full time regular members shall accrue personal leave at the following rates:

Length of Service	Earned Monthly
0 through 2 years	16 hours
Over 2 years, less than 5 years	18 hours
Over 5 years, less than 10 years	20 hours
10 years and over	23 hours

Personal leave will begin to accrue immediately upon hire, on a proportional basis for a fraction of a month. Leave may only be taken for reasons of illness or injury during the first six (6) months of employment. Personal leave will not accrue while a member is on leave without pay.

Personal leave may be taken only on the authorization of the Chief of Police or their designee, except in the case of illness or injury to the member. If denied, it must be for good cause shown and explained in writing if requested by the member.

Personal leave may be accrued to a total of 720 hours. Personal leave accrued in excess of 720 hours at the end of any calendar year shall be forfeited, except if circumstances beyond the control of the member warrant excess accrual, the member will be given a 30-day grace period to use accrual in excess of 720 hours.

A member, upon written request, shall be permitted to cash in accrued personal leave according to the City's cash-in policy referenced in the City's personnel code 2.28.130(J).

Upon separation of a member for any reason, the member shall be paid a lump sum payment for all earned but unused personal leave.

If a holiday occurs when a member is on personal leave, the member shall be paid for the holiday, at the regular number of hours of the members regular shift without any deduction from accrued leave.

Regular part-time members shall accrue personal leave on a pro- rated basis of the full-time accrual rate. Personal leave will accrue immediately upon hire. There is a maximum carryover of one hundred (100) hours at the end of each calendar year. A member with a carryover greater than one hundred (100) hours will be given a thirty (30) day grace period in which to use the carry over. If not used within this time the excess leave will be forfeited. There is no buy back of this personal leave. Upon separation of a part-time member, for any reason, the member shall be paid a lump sum payment for all earned but unused personal leave.

A member who intends to use personal leave due to illness or injury shall notify the Chief of Police or his designee of the intended absence and the reasons therefore at the start of the work day or as promptly as the available means of communication permits.

When leave due to illness or injury exceeds three consecutive working days, a physician's statement may be required.

When abuse of this benefit is confirmed, the member may be subject to disciplinary procedures.

Personal leave, not previously approved, may be used for the following reasons:
A. Actual illness or physical incapacity of the member or; a member of his/her immediate family including children;
B. Medical and Dental Appointments;
C. Counseling Appointments.

Article 11. Section 3 - Donation of Personal Leave
A member may voluntarily donate personal leave hours he/she has accrued to another employee of the City who is ill or injured, or has an immediate family member who is ill or injured, or is attending to a death in his/her immediate family requiring absence from work for more than twenty (20) consecutive days and has exhausted all his/her leave. Personal leave that is being donated under this Section shall be donated at the donating member's current rate of pay and that sum of money shall be credited to the personal leave balance to whom the leave is being donated. The donated personal leave shall be subject to all taxation and contributions required of all payroll compensation and shall be borne by the employee to whom the leave is being donated. Donated leave shall be used on a first donated, first used basis until the need for donated leave ends.

Article 11. Section 4 - Movement from the Unit
If a member transfers to a position outside the bargaining unit without a break in service, his/her personal leave shall be credited to his/her annual or personal leave account and banked sick leave

shall be credited to his/her sick leave account in the new position. If the member transfers to a bargaining unit which has a maximum accrual of annual or personal leave, he/ she shall be credited up to the maximum annual or personal leave allowed in his/her new position by virtue of transfer of annual earnings. Any leave remaining after the transfer of the maximum allowed shall be paid to the member.

Article 11. Section 5 - Leave Without Pay

A member who has exhausted personal leave may be granted up to one (1) year of leave without pay for a compelling reason at the discretion of the Chief of Police and city manager.

Article 11. Section 6 - Line of Duty Injury Indemnification

A. The Union and Employer jointly agree that the intent of this provision is to protect and support Sworn Officer Members in the event of a line of duty injury. It is understood by both parties that all other work-related injuries, which qualify a Member for Worker's Compensation will not be covered under this provision and will be handled through the City's standard Workers' Compensation process. It is further understood that the Member is able to purchase PERS benefits for time lost while on Workers Compensation according to AS 39.35.330 (c).

   Injury indemnification will be granted for up to twelve (12) consecutive months from the date of initial injury for a regular fulltime department employee who has suffered a serious injury in the line of duty requiring absence from work for more than two weeks and which qualifies them for Workers' Compensation. For purposes of this provision "line of duty injury" means a duty related injury that meets the requirements of the Alaska Workers' Compensation Act and is also:
   1. An injury received due to the actions of another person; or
   2. An injury received while responding to a reported emergency; or
   3. An injury received while operating or riding in an emergency vehicle.

   This section does not apply to psychological injuries.

B. Injury indemnification will not be available to a Member who has received a line of duty injury due to his or her own negligence.

C. While the employee is on workers compensation as a result of a line of duty injury as defined above, Injury indemnification shall include:
   1. City paid supplemental compensation such that the employee normal net base pay is maintained after workers compensation payments are subtracted from the normal net base pay.
   2. City paid health and life insurance premiums will continue to be made for a period of 12 months.
   3. City will hold the position open for 12 months if the employee is on workers compensation for the entire period.
   4. Family and Medical Leave Act leave provisions shall run while the Member is absent from work for a covered reason.

D. During periods of injury indemnification, Members may be assigned work at the discretion of the department unless such work assignments adversely affect the nature of the injury. If there is a disagreement between the City and the Member as to whether the Member is able to perform the work assigned, such disputes shall be submitted to and resolved by a health care professional selected by the Employer. The decision of this health care professional as to whether the Member is able to perform the work assigned will be determinative, so long as the decision is not arbitrary, capricious, or made in bad faith. If a Member disagrees with a determination of the health care professional that the Member is capable of performing the work assigned, the Member may elect to decline the assignment, which will terminate the Member's entitlement to injury indemnification under this provision. If the Member is unable to return to full duty within twelve months, or if the employee retires, relocates from the community, takes other employment, or otherwise takes an action that would effectively remove the Member's ability to return to service, the Employer's obligation under this provision shall terminate.

Article 11. Section 7 - Humanitarian Leave
Humanitarian leave. Upon the death of a member of the immediate family of an employee, the employee may avail himself of not more than 40 hours for regular full time/ 20 hours for regular part-time employee of humanitarian leave within the state or 64 hours for regular full time/ 32 hours for regular part time employee of humanitarian leave for out of state travel.

1. Immediate family means a spouse, grandparents, grandparents-in-law, parents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, aunts, uncles, nieces, nephews, sons, sons-in-law, daughters, daughters-in-law and grandchildren.
2. Continuance of pay during the absence from duty due to humanitarian leave shall depend upon compliance with the following procedures: (1) prior to the first day of absence from duty, the employee shall give notice to his supervisor or department head of the reason for such absence; and, (2) within 30 hours after returning to duty, the employee shall fill out and file with supervisor a request for approval of the absence as humanitarian leave.

Article 11. Section 8 - Association Leave Bank
There is hereby created an Association Leave Bank for the sole and exclusive use of the Association. The Bank shall be administered and managed solely by the Employer and subject to periodic audits by the Association. Each audit shall be preceded by written notice, at least forty-eight (48) hours prior to the audit. Audits shall not be more frequent than twice each calendar year.

The first (1st) day of accrued personal leave of all new bargaining unit members shall be transferred to the Association Leave Bank. Upon request from the President of the Public Safety Member's Association, Soldotna Chapter, the Employer shall transfer from one (1) hour to one (1) day from each bargaining unit member's personal leave account to the Association Leave Bank. Such deductions do not reduce the amount of personal leave use required by Section 1 of this Article.

The Association agrees that it will not use the Leave Bank for any purpose other than bona fide Association business. The Association further agrees that the Leave Bank balance is not returnable to personal leave accounts, not transferable to successor bargaining agents and has no cash value upon decertification. Requests for absences from duty for business leave shall be made by the President and addressed to the appropriate management level as designated in writing by the Employer. Each request will state specifically the purpose of the absence.

Requests for absences for Association business shall not be unreasonably denied.

Article 11. Section 9 - Family Medical Leave Act
The city will follow the provisions of the FMLA and the AFLA.

Article 11. Section 10 - Military Leave
A member who belongs to a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay (meaning the Employer will make up the difference between pay received from the armed forces and the member's regular pay with the city), time or performance rating on all days during which he is ordered to training duty, as distinguished from active duty, with troops or at field exercises, or for instruction. The leave of absence may not exceed sixteen and one-half (16 ½) working days in any calendar year.

A member who is ordered by the United States Selective Service System to report for a pre-induction physical examination is entitled to a leave of absence without loss of pay, time or performance rating. A member will be granted three (3) days of administrative leave immediately prior to reporting for active duty.

Article 11. Section 11 - Member Notice

a. If the necessity for family leave is foreseeable based on an expected birth or adoption or on planned medical treatment or supervision, the member shall provide the Employer with prior notice of the expected need for leave in a manner that is reasonable and practicable.
b. If the necessity for family leave is foreseeable based on an expected birth or adoption or on planned medical treatment or supervision, the member shall also make a reasonable effort to schedule the treatment or supervision so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the member or the member's child, spouse or parent.

Article 12 – Wages

Article 12. Section 1 - Classification Plan

a. The following titles are included within the bargaining unit:

   Police Clerk
   Police Officer

b. If new classifications are created for the bargaining unit, the City and PSEA shall convene within thirty (30) days to negotiate pay schedules and other bargaining

Article 12. Section 2 - Salary Schedule

1. Wage Rates by Classification.
   Police Clerk - The starting hourly wage rate for a police clerk shall be at the starting hourly wage of the attached pay matrix.

   Police Officer - The starting hourly wage rate for a police officer shall be at the starting hourly wage of the attached pay matrix.

   Newly hired employees with at least three (3) years law enforcement experience can be placed up to Step F based on years of service and experience.

2. Step Increases.
   Police Officers and Police Clerks will be eligible for step increases after the first six months of service and annually thereafter until they reach step J, in which step increases will be every two years, as long as they receive acceptable evaluations.

3. Longevity pay and retention pay.
   A. Longevity pay. When a member:
      1. Reaches the top step of the Two-Year Increment Steps within their range, and reclassification is not possible, the Member will continue to receive annual evaluations on the Member's anniversary date.
      2. Receives an acceptable evaluation, the Member shall receive longevity pay in an amount equal to 2% of their annual base pay, paid as a lump sum.
   B. Five-year service-based step increase. When a member has completed five (5) consecutive years of service as a sworn police officer with the City of Soldotna, the member shall receive a step increase. The step increase is subject to an overall evaluation rating of "Acceptable" or better.
   C. Retention pay. When a regular full-time member completes:
      1. 10 (ten) cumulative years of service with the City, the member shall receive lump sum retention pay at the rate of 3% (three percent) of the member's regular salary.
      2. 15 (fifteen) cumulative years of service with the City, the member shall receive lump sum

retention pay at the rate of 4% (four percent) of the member's regular salary.
3. 20 (twenty) cumulative years of service with the City, the member shall receive lump sum retention pay at the rate of 5% (five percent) of the member's regular salary.
4. 25 (twenty-five) cumulative years of service with the City, the member shall receive lump sum retention pay at the rate of 6% (six percent) of the member's regular salary.

4. Cost of living adjustments.
   A. FY26 Wages – effective July 1, 2025. Wages shall reflect a 2.2% increase over FY25, as shown on the attached pay matrix.
   B. FY27 Wages – effective July 1, 2026.
      1. Wages shall increase based on the Anchorage CPI-U from January 2025 to December 2025.
      2. Increase shall not exceed 4.5% or fall below 0.5%.
   C. FY28 Wages – effective July 1, 2027.
      1. Wages shall increase based on the Anchorage CPI-U from January 2026 to December 2026.
      2. Increase shall not exceed 4.5% or fall below 0.5%.
   D. Lump-sum catch up. If the CPI-U exceeds 4.5% in either year 2025 or 2026, the Employer shall pay the difference up to an additional 3.5% of base pay in September as a lump sum.

5. Certification pay – police officers.
   A. Police Officers possessing APSC certificates shall receive additional compensation as follows:
      1. Intermediate certificates: 2.75% per hour
      2. Advanced certificates: 3.50% per hour
   B. Certification pay shall not apply to leave cash out.
   C. Certification pay shall be itemized separately on the member's pay stub.

6. Pay during training away from the city is intended to equal the normal base pay of the member. Should extra hours be worked beyond the standard 40-hour week, the member's hourly rate shall be adjusted to where the base gross pay is equal to the normal base gross pay.

Article 12. Section 3. Shift differential.

A. Employees who work between 4:00 p.m. and 6:00 a.m. shall receive a shift differential equal to seven percent (7%) of their base rate of pay for all hours worked during those hours.
B. Employees who are regularly assigned to a posted shift, within the current quarterly bidding cycle, that includes hours between 4:00 p.m. and 6:00 a.m., but who are required to attend work-related training or court hearings during daytime hours, or who are temporarily reassigned to a day shift shall continue to receive the shift differential for those adjusted hours.
C. Employees who work between the hours of 4:00 p.m. and 6:00 a.m. and their shift extends beyond 6:00 a.m. will also receive shift differential for those extended hours.
D. Employees who work during the day, and their shift extends beyond 6:00 p.m. will also receive shift differential for those extended hours.
E. Employees who work during the day, and their shift extends beyond 4:00 p.m. will not receive shift differential unless their shift extends beyond 6:00 p.m.

Article 12. Section 4. Specialty differentials.

A. Field Training Officer (FTO). Members assigned as a Field Training Officer, including the FTO coordinator, shall receive a pay differential of 7% of their regular hourly rate for each hour worked in that capacity, including approved FTO meetings.
B. Drug Recognition Expert (DRE). Members who are certified as a DRE shall receive a pay differential of 3% of their regular hourly rate for each exam hour.

C. Instructor. Members who are certified instructors shall receive a pay differential of 3% of their regular hourly rate during hours of instruction.
D. There shall only be one specialty differential paid at a time. Specialty differentials shall not be pyramided or stacked.
E. Specialty pay for prep hours is permitted at the discretion of the Chief.

Article 12. Section 5. Standby duty and compensatory time.

A. Standby duty.
   1. Members assigned to standby duty, shall be paid one dollar and fifty cents ($1.50) for each hour of standby duty.
   2. Standby pay ceases if the Member is called in, and the Member shall instead by paid the appropriate overtime rate.
   3. A Member is on standby if, during non-working hours, the Member is expected to monitor and respond to a pager or telephone for the purpose of receiving a call to return to duty and the Member is required to report for duty if called.
   4. Standby duty does not count toward overtime eligibility.

B. Compensatory time.
   1. Compensatory time and compensatory time off definitions.
      a. Compensatory time, also known as comp time, is paid time off that a member earns in lieu of receiving immediate overtime pay.
      b. Compensatory time off is paid time away from work that a member takes using accrued compensatory time earned in lieu of overtime pay.
   2. Accrual Limit. Employees may accrue a maximum of 60 hours of compensatory time annually in lieu of paid overtime.
   3. Exceeding the cap. Once an employee has accrued the maximum of 60 compensatory hours, any additional overtime hours worked shall be paid at the applicable overtime rate.
   4. Payout at separation. Upon termination of employment, accrued compensatory time shall be paid out at the higher of:
      a. The employee's final regular rate of pay; or
      b. The average regular rate of pay over the final three years of employment.
   5. Use of compensatory time. If a scheduling conflict arises between work assignments and an employee's request to use compensatory time off, the City reserves the right to deny the request. In such cases, the employee shall be paid for the accrued compensatory time.
   6. Voluntary participation. The use of compensatory time in lieu of paid overtime is voluntary and subject to mutual agreement between the employee and the City. No employee shall be required to accept compensatory time in place of paid overtime.

Article 12. Section 6 - Recall

If a member is recalled to work after the completion of his/her regular shift, the member shall be paid a minimum of two (2) hours pay at the appropriate overtime rate. Provided that should total call-back hours worked exceed two (2) hours, the member shall receive pay at the appropriate overtime rate for all such hours worked. "Recall" shall be defined as the notification of a member after completion of his/her regular shift and the requirement that he/ she report for duty at a time prior to the commencement of his/her next scheduled shift and not connected to the next shift.

Article 12. Section 7 - Telephone Calls

When a member receives telephone call(s), emails, and/or text messages during off-duty hours that require work be completed before the start of the member's next scheduled workday, he/she shall receive a minimum of one-half (1 / 2) hour pay, or actual time spent, whichever is greater, at an appropriate rate. The member shall report on his/her timesheet the start and stop times of all work performed in connection with off-duty telephone calls, emails, and/ or text messages. Multiple calls, emails, and/ or text messages during the same one-half hour period of time are considered as one

call. The member may receive one-half hour pay for up to three separate and distinct calls received during an off*duty period. Upon receiving the fourth call during one off-duty period, the member shall be entitled to an additional 1.5 hours pay at the appropriate rate of pay. In no case shall the member be entitled to more than 3.0 hours pay in a single off-duty period for answering phone calls, unless more time has actually been worked.

"Work" does not include responding to brief administrative questions that must be answered before the employee's next shift*

Telephone call pay shall not be pyramided.

Article 12. Section 8. Workweek and premium pay.

A. The standard workweek is forty (40) hours in any seven-day period beginning Monday at 12:01 a.m. and ending Sunday at 12:00 midnight.
B. Overtime pay is paid at one and one-half times (1.5x) the Member's straight time rate of pay.
C. Management shall assign overtime to best meet the needs of the department.
D. Overtime pay shall not be pyramided.
E. Overtime will be paid in cash, except where a Member requests and management approves compensatory time, in accordance with the Soldotna Municipal Code 2.28.180. It is understood between parties that no member will be forced to convert overtime to "compensatory time", and that this section is voluntary by both parties.
F. The Employer shall make every reasonable effort to avoid scheduling a member for duty on their days off.
G. Holiday, Compensatory Time Off and Personal Leave hours will be counted as hours worked for the purpose of calculating overtime pay.

Article 12. Section 9 - Court Appearances

When an employee has work related court appearance outside the employee's regular shift, the employee shall receive court duty compensation at the appropriate over time rate and shall be guaranteed a minimum of two (2) hours overtime pay. In the event that the court appearance is more than two (2) hours, the employee shall be paid for the guaranteed two (2) hours, as well as for the time after the two (2) on an hour-for-hour basis at the appropriate overtime rate.

Article 12. Section 10 - Acting in a Higher Classification

A bargaining unit member may receive a written assignment from an appropriate management supervisor to perform the duties of a position in a higher pay range. When placed on a temporary assignment for three or more consecutive days the member will be paid at 5% above their normal rate.

Article 12. Section 11 - Performance Based Certification Pay

To be eligible, Officers must have at minimum an APSC Basic Certificate and meet the following guidelines by June 30 of the current fiscal year to obtain the performance-based certification pay the following fiscal year.

1. Continued Education approved by the Chief. Examples would include Phase I of Credible Leadership which is a 60-80-hour course and requires reading two books. An alternative to this may be acquiring college credits on courses that are relative to law enforcement.
2. Meeting the Fit-For-Duty PT standards as outlined in the current OPM.
3. Minimum firearm supervised scores: 216 handgun, 225 rifle, and a pass on the shotgun.
4. Community policing: actively involved in a public outreach program like DARE or Explorers or give at least four public presentations each year.
5. Maintaining a high acceptable or above on the annual evaluation.
   Officers will need to meet these guidelines each fiscal year to be eligible for the pay the following

fiscal year. The performance-based certification pay will be paid to eligible officers in July as a lump sum payment of $2000.

Article 12. Section 12 - Holidays

Members shall receive holiday pay whether or not they work on a holiday. If members do not work on a holiday, holiday pay shall be at the regular hourly rate for the number of hours worked on the member's regular shift. If members work on a holiday, holiday pay shall be at the regular rate of pay for all hours worked on the holiday plus one and one-half times the regular rate of pay for all hours worked on the holiday. Members on leave shall receive holiday pay in lieu of leave pay. For non-law enforcement members, a holiday falling on Saturday will be observed on the preceding Friday and a holiday falling on a Sunday will be observed on the following Monday. The employer shall make every reasonable effort not to schedule overtime on holidays.

A Floating Holiday will be paid at the regular hourly rate for the number of hours worked on the Member's regular shift.

Members shall have 11 holidays per year, and 1 floating holiday, to be observed on the following days:

New Year's Day	January 1
President's Day	Third Monday of February
Seward's Day	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday of September
Alaska Day	October 18
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
1 Floating Holiday	Member's choice with the same year as accrued

Article 12 – Pay Matrix

FY25 PSEA/Sergeants Pay Plan

RANGE	JOB CLASS	A	B 2.5%	C 2.5%	D 2.5%	E 2.5%	F 2.5%	G 2.5%	H 2.5%	I 2.5%	2 YEAR INCREMENT STEPS J 2.5%	K 2.5%	L 2.5%	M 2.5%	N 2.5%	O 2.5%	P 2.5%
12	Police Clerk II	$30.58	$31.36	$32.16	$32.96	$33.79	$34.63	$35.48	$36.38	$37.27	$38.02	$38.79	$39.60	$40.38	$41.18	$42.01	$42.84
		$63,606.40	$65,228.80	$66,892.80	$68,556.80	$70,283.20	$72,030.40	$73,798.40	$75,670.40	$77,521.60	$79,081.60	$80,683.20	$82,368.00	$83,990.40	$85,654.40	$87,380.80	$89,107.20
17	Police Officer	$39.74	$40.75	$41.76	$42.81	$43.88	$44.98	$46.10	$47.25	$48.43	$49.65	$50.89	$52.17	$53.48	$54.82	$56.19	$57.60
		$82,659.20	$84,760.00	$86,860.80	$89,044.80	$91,270.40	$93,558.40	$95,888.00	$98,280.00	$100,734.40	$103,272.00	$105,851.20	$108,513.60	$111,238.40	$114,025.60	$116,875.20	$119,808.00
20	Sergeant	$45.28	$46.41	$47.58	$48.77	$49.98	$51.23	$52.51	$53.82	$55.17	$56.56	$57.96	$59.41	$60.89	$62.41	$63.97	$65.57
		$94,182.40	$96,532.80	$98,966.40	$101,441.60	$103,958.40	$106,558.40	$109,220.80	$111,945.60	$114,753.60	$117,624.00	$120,556.80	$123,572.80	$126,651.20	$129,812.80	$133,057.60	$136,385.60

Article 13 – Probation, Evaluation and Separation

Article 13. Section 1 - Probation for Regular Members
Police Officers shall serve an initial probationary period of twelve (12) consecutive months. Police clerks shall serve an initial probationary period of six (6) consecutive months. Probationary members shall receive all benefits as non-probationary members from the date of hire. The probationary period after promotion to all other classifications represented by the bargaining unit shall be one (1) year. If it is determined during the initial probationary period that the member cannot perform the higher duties satisfactorily, the member's probationary period may be extended.

Article 13. Section 2 - Performance Evaluation

a. Members in this bargaining unit on probationary status will receive semiannual written evaluations. Members in regular status will receive annual evaluations which will be reviewed by the rater with the member before becoming final. The employer reserves the right to conduct more frequent evaluations based on an employee's performance.
b. A member not satisfied with his/her performance evaluation may request his /her evaluation be reviewed through the chain of command up to the City Manager or his designee. Any decision reached by the Reviewer shall be the sole remedy, except that procedural discrepancies shall be grievable / arbitrable.
c. Within thirty (30) working days of a member's receipt of a finalized evaluation with which the member disagrees, the member has the right to respond in writing. The responses can reflect a "no comment" or a detailed account of the matter as viewed by the member. Such responses will, in all cases, be considered a permanent part of the evaluation.

Article 13. Section 3 - Discharge Notification
A member shall be notified in writing of the reason for discharge prior to termination.

Article 13. Section 4 - Resignation Notification
A member shall give the Employer thirty (30) days written notice before leaving his/her employment. This time requirement may be modified by mutual agreement between the Employer and the member.

Article 14 – Commissioned Members Uniform and Clothing Allowance

Article 14. Section 1 - Allowances

a. The City shall furnish all uniform and required equipment for the police officers. This will include required uniform alterations. This does not include footwear.
b. Miscellaneous equipment such as paper, pens, batteries, recorders, flashlights, cameras and the like will be provided by the City.
c. In July of each calendar year of this agreement, the City shall provide an annual equipment allowance of $250 to compensate police officers for footwear and any other work-related equipment.
d. The City will reimburse Officers for vest carriers, subject to pre- approval of design and with proof of receipt, once every five years up to $500.
e. PSEA Members will receive an allowance of either thirty-five dollars ($35.00) or seventy-five dollars ($75.00) per month for cell phones if they have signed the City Cell Phone Policy and are using their phone in the course of their work for the City.

Article 15. Bulletin Boards

The Employer agrees to furnish space on bulletin boards in the members' work areas to be used by members of the Association. A courtesy copy of each item shall, at the Department's expense, be provided to the first level supervisor outside the bargaining unit.

Article 16. Member Benefits

Article 16. Section 1. Health care and life insurance.
The Employer shall maintain a defined benefit health care and life insurance plan for regular full-time employees (excluding optional coverage) at the benefit level as provided in FY 2025 for the duration of the Agreement, except as outlined in this Article.

Article 16. Section 2. Healthcare premiums.
A. Premium contribution table. Premiums will be divided as shown on the following table as of July 1, 2025.

Employee Only		
Monthly Premium	$	1,167.05
City Portion – 90%	$	1,050.53
Employee Portion – 10%	$	116.70
Employee/Children		
Monthly Premium	$	2,232.39
City Portion – 85%	$	1,897.53
Employee Portion – 15%	$	334.86
Employee/Spouse		
Monthly Premium	$	2,711.90
City Portion – 85%	$	2,305.12
Employee Portion – 15%	$	406.78
Employee/Family		
Monthly Premium	$	3,780.27
City Portion – 85%	$	3,213.23
Employee Portion – 15%	$	567.04

B. Cost-sharing responsibility.
   1. Employee (Member) Only Plan.
      a. Employer responsibility: 90% of the premium and deductible amounts.
      b. Member responsibility: 10% of the premium and deductible amounts.
   2. Employee (Member)/Children, Employee (Member) & Spouse, and Employee (Member) & Family Plans.
      a. Employer responsibility: 85% of the premium and deductible amounts for these plans.
      b. Member responsibility: 15% of premium and deductible amounts for these plans.

C. The City and Union recognize that there have been and likely will continue to be major changes which affect health care coverage for City employees. In the spirit of cooperation and in an effort to effectively deal with rapidly changing insurance issues, it is agreed that the City and Union will utilize a joint health care committee comprised of the City Manager or their designee, two individuals designated by the City, and two individuals designated by the PSEA Business Representative to address insurance issues. This committee will meet on a mutually agreed basis. The committee has no authority to bind the City or the Union and will make

recommendations regarding what the committee believes to be effective measures to deal with health care issues.

D. The City and all full-time members covered under this agreement will participate in the Public Employees Retirement System (PERS) of Alaska administered by the Public Employee's Retirement Board of the State of Alaska.
E. The City will pay the member an allowance in the amount of their premium to cover the optional life insurance premium under the political subdivision plan offered through the state up to $60,000 policy limit.

Article 17 – Medical Wellness and Safety

Article 17. Section 1 - Medical Examinations
Every sworn officer shall receive a medical examination no less than every two (2) years. Medical examinations, as identified by Alaska Police Standards Council Form F2B, to determine the fitness for duty shall be furnished at no cost to the sworn officer and shall be performed by a physician identified by the employer. Sworn officers will perform, and the employer will pay for, a treadmill exercise stress test after every other (every 4 years) medical examination, if required by the examining physician. The employer shall bear the cost of the examination. The employer shall be entitled to a report from the physician limited solely to a designation of either fit or not fit for duty.:. The custody of detailed medical information shall remain confidential and be kept with the physician. In compliance with State Statutes, the City shall continue to provide Hepatitis B vaccinations at no cost to the sworn officer.

Article 17. Section 2 - Psychological Testing
Upon a prior showing of reasonable cause as determined by the department, the department may order a sworn officer to submit to a psychological evaluation by a professional of the Employer's choosing, to determine continuing fitness for duty. The chosen professional shall apply at least the most recent IACP recommended guidelines in such evaluations. The report(s) generated after such an examination will be treated as confidential/privileged documents. Employer-ordered psychiatric evaluations will be furnished to the sworn officer at no cost to the sworn officer, and reports shall be provided to the sworn officer and/or PSEA upon request.

Article 17. Section 3 - Employer Rights
Nothing in this Article limits the Employer's existing right to relieve a sworn officer from duty, with pay, or to require the sworn officer to undergo examination to determine fitness for duty, in those instances where there is a reasonable basis to believe that the sworn officer's continued presence on the job may constitute a danger to the sworn officer, other employees, or the public.

Article 18 – Legal Indemnification

1. The Employer shall provide for indemnification of members against losses arising out of any judgments or claims for acts committed by them in the course of or discharge of their duties and in the scope of their employment, provided that such losses do not result from the willful commission of wrongful acts or gross negligence of such members.
2. A member charged in any civil action in the performance of his/her duties as required by the Employer shall not lose his/her position, pay or benefits {based upon a suit being brought;} costs stemming from a civil suit against any member in the performance of his/her duties as provided in this Article shall be borne by the Employer, including any judgment rendered against the member. If it is determined by a court of competent jurisdiction that the member was not acting in the course or scope of his/her employment, the Employer is not liable for any judgment and may recover any costs incurred from the member.

3. The member shall have the right to counsel; however, the Employer shall have the right to determine which attorney will represent the member subject to Alaska law. The city shall defend and indemnify members from actions for damages against them based on performance or failure to perform a duty imposed in a job description, unless the act or omission of the member is criminal in nature, grossly negligent, reckless or maliciously intentional. If a complaint alleges malicious intent, the city shall still defend the defendant member, but the city is not liable for indemnification if the trier of fact finds that the conduct was maliciously intentional.
4. If a member is charged criminally for acts committed by him or her in the course of or discharge of their duties and in the scope of their employment and the member is acquitted or the charges dropped, the City Council in its sole discretion, may choose to reimburse all or part of legal fees and expenses incurred, but only if there is a determination by the Council in favor of the member on each of the following issues A through D.
   a. The member acted in a matter related to their employment in which the City of Soldotna had an interest.
   b. The member acted 1n discharging a duty authorized or imposed by law.
   c. The member acted in good faith.
   d. If the member had no reasonable cause to believe their conduct was unlawful.

   The City Council's decision on reimbursement shall be final and binding on the member and not subject to arbitration under Article 9.

Article 19 – No Strike – No Lockout

1. The Association agrees that during the life of this Agreement, the Association, its agents or its members, will not authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, picketing or strike against the Employer.
2. The Employer agrees that during the life of this Agreement, there shall be no lockout. The Association further agrees that its members shall, in each and every instance, cross the picket line of any other employee organization in order to perform duties as assigned.

Article 20 – Verbal or Written Agreement

Article 20. Section 1
No member covered by this Agreement shall be required or coerced to act in any manner, nor make any written or verbal agreement which may in any way conflict with this Agreement.

Article 20. Section 2
No member covered by this Agreement shall ask the Employer to make any written or verbal agreement which may in any way conflict with this Agreement.

Article 21 – Availability of Parties to Each Other

The parties agree that representatives of the Association and the Employer shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation or modification. Both parties agree that an obligation to meet expeditiously and in good faith exists. This provision is established for the purpose of facilitating two-way communications.

Article 22 – Superseding Effect of this Agreement

If there is any direct conflict between the terms of this Agreement, City Personnel Rules, memoranda, SOP's, OPM's, or other directives, the terms of this Agreement shall, in all cases, be

controlling. Except if there is a conflict between this Agreement and Chapter 2.30 of the Soldotna Municipal Code governing labor relations the provisions of that Chapter will control.

Article 23 – Conditions Not Specifically Covered

In the event of any enactment by any Legislative body or regulatory agency which creates conditions not specifically covered by this Agreement, the parties agree to confer immediately for the purpose of arriving at a mutually satisfactory supplement covering such action. Such supplement shall become a part of this Agreement.

Article 24 – Supplemental Agreement

Article 24. Section 1

a. This Agreement may be amended by supplemental agreements, provided that both parties concur. Subjects relating to maintenance of contract provisions may be negotiated under this clause provided both parties agree.
b. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate and of the specific subjects it wishes to negotiate. Supplemental agreements thus completed will be signed by responsible Employer and Association representatives. Unless otherwise agreed to in writing by both parties, supplemental agreements shall remain in effect for the duration of the Agreement, and shall continue in effect beyond the formal expiration date of the Agreement for any period in which the terms of the Agreement continue to apply.

Article 25 – Savings Clause

Article 25. Section 1 - Violations

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

Article 25. Section 2 - Replacement

If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is in violation of federal, state or local law, the parties to this Agreement shall convene within fifteen (15) days for the purpose of negotiating a satisfactory replacement.

Article 25. Section 3 - Federal Regulations

Should this Agreement or any section or article be found in violation of federal regulations where compliance is required for receipt of federal funds, the Employer and the Association agree to convene within ten (10) days and renegotiate the section or article to comply with such regulations.

Article 26 – Contracting Out

Article 26. Section 1 - Feasibility Studies

a. The Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities.
b. Decisions to contract out work which would result in the layoff of bargaining unit members shall be made only after the affected agency has conducted a feasibility study determining the potential costs and benefits that would result from contracting out the work in question. The

employer agrees to notify the Association within two (2) weeks of its decision to initiate a study, or, in the alternative, that it intends to review operational analyses for purposes of contracting out work. Such operating analyses shall constitute a feasibility study under this Article. As necessary, the Employer may request quotations or proposals from potential contractors as a part of a feasibility study. Notice to the Association shall include the job classification and work areas affected.

c. Notification by the Employer to the Association of the results of the feasibility study will include all pertinent statistical and analytical information which the Employer will consider in making its decision regarding contracting out the work, including but not limited to the total cost savings the Employer anticipates.
d. The Employer shall notify the Association of its final decision regarding contracting out.

If the Employer decides to contract out and such contracting out will directly result in the layoff of bargaining unit members, the Employer shall provide the Association with no less than thirty (30) days' notice that it intends to contract out the work.

The Association may then request bargaining with employer, and may at its discretion submit an alternate plan that is to include potential costs and benefits. If presented, the alternate plan will be given fair consideration by the Employer, provided the plan is submitted not more than twenty (20) days after the Association has received the notice of intent to contract out. During the thirty (30) day notice period, the Association shall have the opportunity to discuss the placement of affected members.

e. No bargaining unit members shall be laid off and their work contracted out unless the feasibility study shows that contracting out would cost the Employer less.

Article 26. Section 2 - Effect on Members

a. Once the Employer makes a decision to contract out work that will directly result in the layoff of bargaining unit members, it will make a good faith effort to place members elsewhere in positions within City government for which the member is qualified.
b. In the event members must be laid off as a result of contracting out, such layoff shall be made in accordance with the layoff provisions of this Agreement.

Article 27 – Licenses

1. Bargaining unit members shall be responsible for obtaining and retaining all mandatory licenses and certifications necessary to perform the duties of their positions. The City shall pay for such licenses and certifications obtained while the members are employed by the City. If a new licensing or certification provision is imposed by statute or regulation on current members, the City shall pay for the initial license/ certification fee, provided the member obtains the license or certification prior to the deadline established by statute or regulation.
2. The parties recognize that there are certain licenses/ certifications which may be required solely for the convenience of the Employer. In such cases, the Employer will pay for necessary training and license/ certification fees.
3. The parties agree that no discipline and/ or administrative action may be taken against any member that has the potential to jeopardize the member's eligibility for continued licensing/ certification, except for just cause.

Article 28 – Complete Agreement

1. The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

2. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
3. The parties further agree that notwithstanding the above Section, maintenance of contract matters, should they develop, may be negotiated under the Supplemental Agreement Provision.
4. All Soldotna Municipal Code sections referenced in this agreement shall be defined as the code in effect at the time this agreement is signed by the parties. The City agrees to bargain with the Association over the effects of any proposed changes to the code on this agreement.
5. For all matters not expressly addressed in this Agreement, the Soldotna Municipal Code or Management Rights shall control.

Article 29 – Duration of Agreement

This Agreement takes effect on July 21, 2025, and remains in full force and effect through July 30, 2028. This Agreement remains in effect from year to year thereafter, provided, however, that either party may give the other party written notice of its desire to terminate the Agreement or effect changes therein. Such written notice shall be served upon the other party not less than ninety (90) days prior to initial expiration date of this Agreement, or any annual extension thereof. The parties will meet to negotiate such termination, modifications, or amendments on or after January 1 of the year in which the Agreement will expire, unless otherwise mutually agreed. Nothing herein precludes the termination, modification, or amendment of this Agreement at any time by written mutual consent of the parties.

For the City of Soldotna:

Janette Bower
City Manager
City of Soldotna

Date: July 23, 2025

Chief Spokesman

Negotiator

For PSEA:

Charisse Millett
Executive Director
PSEA

Date: 8/12/2025

Chief Spokesman

Negotiator