

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

THE PUBLIC SAFETY EMPLOYEES ASSOCIATION

FAIRBANKS POLICE DEPARTMENT CHAPTER

2011 - 2013

Updated December 23, 2011

This Agreement is reached between the City of Fairbanks (hereinafter referred to as the "City") and the Public Safety Employees Association (hereinafter referred to as "the Association" or "PSEA") for the uses and purposes herein mentioned.

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ARTICLE 1
POLICY AND PURPOSE

Section 1.1 It is the policy of the City and PSEA to continue harmonious and cooperative relationships between City Employees and the Employer to insure orderly and uninterrupted operations of government.

Section 1.2 The welfare of the City and its Employees is dependent largely upon the service which the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City management, Employee organizations and each Employee to render honest, efficient and economical service.

Section 1.3 The purposes of this Agreement are:

- A. To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.
- B. To recognize the legitimate interest of the Employees of the City of Fairbanks to participate through collective bargaining in the determination of terms and conditions of their employment.
- C. To promote fair and reasonable working conditions.
- D. To promote individual efficiency and service to the citizens of the City.
- E. To avoid interruption or interference with the efficient operation of City Government.
- F. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
- G. To pay wages, benefits and other compensation to the members in accord with the provisions of this Agreement, and not based upon personal favoritism or discrimination.

ARTICLE 2 **DURATION**

Section 2.1 This Agreement shall become effective the first day of the pay period following mutual ratification by the City Council and the Membership of the Association in accord with an election and shall remain in effect until December 31, 2013.

Section 2.2 Either party desiring to commence such negotiations shall give written notice to the other at least sixty (60) days prior to December 31, 2013, but not sooner than one hundred twenty (120) days prior to the expiration date of this Agreement. Upon receipt of such notice, negotiations shall begin within fifteen (15) days. Unless otherwise agreed, no modification or change shall become effective prior to the expiration date - without the consent of the parties.

Section 2.3 In the event that the termination date on this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be extended until such time as a new agreement is reached.

Section 2.4 This agreement shall be binding upon the successors and assigns of the parties, and no provision, term or obligation herein contained shall be changed in any respect by any change in ownership, management, location, or bargaining unit.

ARTICLE 3 **RECOGNITION**

Section 3.1 Recognition. The City of Fairbanks, hereinafter referred to as the City, recognizes the Public Safety Employees Association, hereinafter referred to as PSEA, as the exclusive representative of all PSEA positions designated in this agreement for part-time, permanent, seasonal and temporary Employees in the City of Fairbanks for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

Section 3.2 Clarifications.

- A. Additional classifications or reclassification shall be included within the bargaining unit or exempt there from on the basis of the Alaska Labor Relations Agency criteria.
- B. Should irresolvable differences as to inclusion or exclusion of additional classifications or reclassification to the bargaining unit occur, either party may request that the jurisdiction be determined in accordance with Alaska Statutes.

ARTICLE 4

NEGOTIATIONS

Not more than three (3) Employee negotiators shall be permitted to attend and participate in negotiations during their normal workday without loss of compensation. All negotiators shall be assigned to day shift duty (Monday through Friday) during the period of negotiations. Due to the nature of prolonged negotiations members may be required to participate during off duty hours. Off-duty members will not be compensated for their time while required to attend such meetings, but shall be given hour for hour time off in lieu of time so spent for negotiations. The parties will meet at mutually agreeable times. It is not the intent of the parties for the negotiators to receive overtime pay while performing negotiation duties in excess of the workday. Said designated negotiators shall be permitted to use duty time or administrative time to participate in preparation and actual negotiations (and caucuses on negotiation days) should scheduled negotiations occur on members' regular duty days. Nothing prohibits other members from attending negotiations using scheduled leave or off-duty time. Should designated negotiators become unavailable PSEA may substitute negotiators.

ARTICLE 5

CITY – ASSOCIATION RELATIONS

Section 5.1 Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Fairbanks Police Department Employees' Association/PSEA. It is hereby agreed by the Association and the City that there shall be no discrimination against any employee because of membership in or lawful activity on behalf of the Association.

Section 5.2 The Association agrees that its members, who are employees of the City, will individually and collectively perform loyal and efficient service and that they will use their influence and best efforts to protect the property and interest of the City and to cooperate with the City to this end at all times.

- A. 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.
- B. The City agrees that during the life of this Agreement, there shall be no lockout.
- C. The Association further agrees that its members shall, in each and every instance, cross the picket line of any other organization in order to perform

assigned duties.

Section 5.3 Any provision of this Agreement judicially found to be in violation of applicable City, State or Federal law and subsequent amendments thereto shall be null and void, but all other provisions of this Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties hereto agree to meet within fifteen (15) days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been satisfied.

Section 5.4 The Association agrees that it will actively combat absenteeism and other practices which may hamper the City's operation and that the Association will vigorously support the City in efforts to improve efficiency and the quality of law enforcement and further to promote good will between the City and the bargaining unit members.

ARTICLE 6 **MANAGEMENT RIGHTS**

The City under this Agreement has and will retain the right to represent and manage the City and the City's property and to direct it's working forces, including the right to hire, to set staffing levels, to promote and demote, to reclassify, and to discipline or discharge any personnel in it's employ for good and just cause in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control its business.

ARTICLE 7 **PSEA SECURITY**

Section 7.1 Agency Shop.

- A. It is recognized that PSEA owes the same responsibilities to all Employees and is to provide benefits and services to all bargaining unit members whether or not they are members of PSEA. All Employees shall, as a condition of continued employment, either become a member of PSEA and pay PSEA dues or pay an agency fee to PSEA equal to the amount of PSEA dues assessed uniformly against all PSEA members in this unit. Payment of PSEA dues or agency fee shall commence within thirty (30) days after the date of hire, or the date the position becomes covered by this Agreement.
- B. Upon the written request by PSEA to the City, a unit member employed for more than thirty (30) days who is not complying with the membership or agency shop

provisions of the Agreement shall be terminated upon notification to the City by PSEA.

- C. Persons hired in a bargaining unit position shall be informed, at the time of the employment offer of the PSEA membership obligation under this Agreement. The Employee shall be allowed up to a maximum of one hour, during normal working hours, to perform the PSEA enrollment activity and shall report to the PSEA office for membership discussion within ten (10) working days after reporting to work.

Section 7.2 Check off and Payroll Deductions.

- A. The City agrees to deduct on a regular basis from the payroll check of all Association members, the regular monthly dues, assessments and fees, and voluntary contributions of members of the Association.
- B. The Business Manager of PSEA shall notify the City Finance Department in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the Employee's authorized PSEA deductions to the duly authorized representative of PSEA, together with a list of the names of the Employees from whose pay deductions are made. All changes in address of Employees shall be transmitted to PSEA immediately.
- C. PSEA, or their designee, shall have a right to receipts from deductions of PSEA and PAC dues, initiation fees or agency fees, PSEA-sponsored insurance Premiums and PSEA-sponsored Employee benefits as previously authorized or as may be authorized by the Bargaining Unit Member. No other Employee organization shall be accorded payroll deduction privileges with regard to the bargaining unit.

Section 7.3 Payroll Deductions/Direct Deposit. Employees shall be accorded payroll deduction and direct payroll deposit privileges to the financial institution of the employee's choice on pay day, limited to two specified deductions and one deposit for the balance of the payment.

Section 7.4 Meeting Space and Bulletin Boards.

- A. When not previously reserved, appropriate meeting space in the buildings owned or leased by the City, shall be available for meetings of PSEA.
- B. The City shall furnish adequate bulletin boards for use by PSEA. The City shall not unreasonably restrict or interfere with material posted on these boards.

Section 7.5 List of Bargaining Unit Members. The City agrees to furnish PSEA each month with a roster of all Employees working under the jurisdiction of PSEA.

Section 7.6 No member shall be discriminated against or penalized for the upholding of the Association's principles due to service on a committee, nor shall the City interfere in the relations between any member and the Association, nor will the City attempt to restrain any member from Association membership or activities.

Section 7.7 The Association assumes all obligations and responsibilities for this bargaining unit. 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.

Section 7.8 It shall be a condition of employment that all members presently employed in a position covered by this Agreement shall be and remain a member of the Association for the life of this Agreement. Members of the Association in good standing on the effective date of this Agreement shall remain members in good standing for the life of this Agreement. Employees hired on or after its effective date, within thirty (30) days following the beginning of employment, become and remain members in good standing for the life of this Agreement or pay to the Association an agency fee in an amount equal to the Association's uniform dues and fees in lieu thereof. "Good standing" is to be deemed as paying the Association's uniform dues and fees as required.

Section 7.9 Upon the failure of any member to comply with the provisions of Article 7, Section 1, the Association shall notify the City in writing of such failure, and thereupon the member shall not be continued in employment. Termination shall become effective ten (10) days after receipt of notice to the City by the Association. If the member pays the Association uniform dues and fees before the expiration of the ten (10) days, the member shall be considered in good standing and not be discharged for that reason.

Section 7.10 The Association agrees to provide representation to all bargaining unit employees, whether or not they are members of the chapter as defined by State law.

Section 7.11 The City of Fairbanks recognizes PSEA as the sole representative of all designated positions listed in Article 18 for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment and shall not negotiate or handle grievances with any employee, organization or individual other than PSEA, except as provided in Article 4.

Section 7.12

- A. The Chapter Chair and Vice-Chair of the Fairbanks Police Department Employees Association Chapter of PSEA as well as two other employees, hereinafter called "Employee Representatives" will be designated by PSEA. They shall be employees of the Fairbanks Police Department or the Fairbanks Emergency Communications Center and members of the Association. The Employee Representatives shall be permitted during regular working hours to perform their official representative duties handling requests, complaints and grievances arising under this Agreement. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances to the contrary, the employee will be made available. Normal protocol will be observed with their respective supervisors prior to engaging in their duties as an Employee Representative. It is agreed that the Employee Representative conducting the representative duties shall whenever possible, meet outside the presence of other employees. When it is mandatory to conduct grievances or other matters during day shift hours, the Employee Representative and affected grievant(s) may be re-assigned by the Department Head to the day shift duty time to handle these matters, provided that this does not interfere with Department operations.
- B. The Employee Representatives shall not receive overtime pay while performing Employee Representative duties in excess of the work day, nor shall an employee representative extend his/her work day in such a manner as to receive overtime because part of the work day was used to perform employee representative duties with approval of the Department Head. An Employee Representative shall not be entitled to special privileges as a result of holding such office, except as provided in sub-section (c).
- C. Notwithstanding any other provision of this agreement, in the event of layoffs, the Chapter Chair and Vice-Chair shall be the last person(s) within his/her classification to be laid off. Should it come to pass that the entire classification containing a Chapter Chair or Vice-Chair is eliminated by layoff or reclassification, the Chair or Vice-Chair has no greater seniority rights within a lower classification for which he/she is eligible to "bump down" into (if any exists) than is otherwise conferred by this agreement. If both the Chair and Vice-Chair work in the same classification, the Chapter Chair shall be the last person laid off.

Section 7.13 PSEA staff shall be permitted to visit work areas at reasonable times consistent with workload and operational needs. Such representatives shall be recognized by the City as having the final authority to speak for the Association in all matters covered by this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 It is the mutual desire of the City and the Association to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Association to resolve the grievances at the earliest step possible. In the furtherance of this objective, the City and the Association have adopted the following procedure.

Section 8.2 A grievance is defined as any dispute arising from the interpretation, application or alleged violation of a provision of this Agreement. However, any dispute involving the commencement date or termination of this bargaining agreement shall not be considered a grievance and shall not be submitted to the grievance-arbitration procedure set forth herein, but instead any such questions concerning commencement or termination of bargaining agreement shall be specifically reserved for judicial review. Any written resolution of a grievance (at any level of the grievance procedure) shall be binding upon both parties.

Section 8.3 Step One. When an employee has a grievance, the employee (accompanied by an association representative if the employee chooses) shall verbally discuss the matter with his/her immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within thirty (30) calendar days of the employee having, through the exercise of reasonable diligence, knowledge of the grievance. If the grievance cannot be resolved through verbal discussion, the grievance shall be formalized in writing, signed by the member, and presented to the immediate supervisor within seven (7) calendar days of the oral discussion. The grievance shall state the article and section number of this Agreement allegedly violated and the manner in which the member believes that section has been violated. The immediate supervisor shall investigate the grievance and shall indicate in writing a response to the grievance within seven (7) calendar days following the day on which the written grievance was presented. The written grievance and the response of the immediate supervisor shall then be delivered to the next level of supervision, with a copy to the grievant(s), and the Association for further handling at the next step of this procedure. The seven (7) calendar day time frame shall apply for each level within this step and delivery of the grievance to the Department Head.

Section 8.4 Step Two. Grievances not settled in the first step may be delivered to the Department Head who shall attempt to settle the grievance within ten (10) calendar days after the submission of the grievance to him/her. Within this time frame, the

Department Head shall meet together with the grievant, PSEA Representative and other witnesses as appropriate and attempt to resolve the issue(s). The Department Head shall mail or deliver a written decision to PSEA within this ten (10) day time frame. If the written decision of the Department Head is not satisfactory to the grievant, he/she shall have seven (7) calendar days to decide if he/she wishes to appeal the grievance to the third step of this procedure.

Section 8.5 Step Three. After receipt of a grievance the City Mayor shall have fourteen (14) calendar days to meet with all involved parties and to issue a written decision to PSEA. If the response states that the nature of the grievance and/or the portion of this Agreement allegedly violated is not stated or cannot be determined from the documentation submitted, the party submitting the grievance may, within seven (7) calendar days, amend or augment the documentation submitted. If amended or augmented, the City Mayor or the Association, as the case may be, shall have seven (7) additional calendar days to submit a final written response. If the decision of the City Mayor is unsatisfactory to the grievant, PSEA may, within fifteen (15) calendar days of the delivery of the decision, demand that the matter be submitted to binding arbitration.

Section 8.6 Arbitration.

- A. The arbitration notice shall include the nature of the matter to be arbitrated and the contract provision(s) allegedly violated. When the demand to submit a grievance to binding arbitration is made, PSEA and the City shall meet at a date and time mutually agreeable within fourteen (14) calendar days to select an arbitrator from a standing list of nine (9) arbitrators previously agreed upon. The arbitrator shall be chosen by striking alternately from said list until one name remains. The side to strike first shall be decided by lot. Said standing list shall be developed no later than thirty (30) days from the signing of this agreement and shall be reviewed/updated each year thereafter. All changes to the list shall be by mutual consent. If either party fails to choose an arbitrator as provided above, then either party may make demand or submission to the Federal Mediation and Conciliation Service and a neutral arbitrator shall be appointed in accordance with the agency rules.
- B. Arbitration of the grievance shall commence as soon as agreeable. The Arbitrator shall make a written report of his/her findings to PSEA and the City within thirty (30) calendar days of the conclusion of the hearing or thirty (30) calendar days following submission of any post-hearing briefs. The Arbitrator will be governed by Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) as amended and in effect at the time the grievance is filed. The decision of the Arbitrator shall be

final and binding on both parties to this agreement and enforceable under the provisions of AS 09.43.010-180, as may be amended.

- C. The authority of the arbitrator shall be limited to the application and interpretation of this agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide other issues. He/she shall have no authority to amend, alter, modify or otherwise change the terms or scope of this agreement. The final decision of the arbitrator shall be implemented as soon as possible, but not later than thirty (30) days after the final decision is rendered.

Section 8.7 Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and PSEA mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances relating to a single issue shall be consolidated into one proceeding heard by a single arbitrator. Any dispute as to consolidation will be resolved by written motion without testimony by the first arbitrator chosen to resolve a series of grievances where consolidation is sought.

Section 8.8 The City and PSEA shall bear the expense of their respective representatives and witnesses. The other expenses involved in such arbitration proceeding shall be paid by the non-prevailing party, as determined by the arbitrator.

Section 8.9 Any member called as a witness by either side will continue to receive his/her regular rate of pay while attending the hearing but not to exceed the member's regular working hours. Should the meetings be scheduled outside of the member's regular working hours, or extended beyond the regular working hours, no compensation shall be paid by the City for the time outside regular hours. Off-duty members will not be compensated for their time while required to attend such hearings, but shall be given hour for hour time off in lieu of time so spent at arbitration hearings.

Section 8.10 Except for appeals of disciplinary actions in accordance with Article 8, when any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall not be changed until the decision is rendered. If the arbitrator so rules, the decision shall be made retroactive to the time the dispute began.

Section 8.11 In the event either party, after notice, fails to answer a grievance within the time required at any step of the Grievance Procedure, or either party fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, the grievance shall be considered settled against the side which has defaulted. However, any of the time limits or required steps of the grievance arbitration procedure

may be extended or waived by written mutual agreement of the PSEA and the City. Before either party claims a default, it will give a courtesy call to the other party. Grievances settled by default will not be the basis of establishing the precedent for the settlement of any other grievance.

Section 8.12 Any grievance that originates from a level above the first step of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

Section 8.13 Grievances filed by PSEA on behalf of itself or as a class action, and grievances filed by the City, shall be filed at Step Three.

Section 8.14 Demotion/Discharge. [moved to 17.9]

ARTICLE 9 EMPLOYEE BENEFITS AND RIGHTS

Section 9.1 Retirement. The City and all employees covered under this Agreement will participate in the Public Employee's Retirement System of Alaska administered by the Public Employee's Retirement Board of the State of Alaska, and any other mutually agreeable plan or plans.

Section 9.2 Health Benefits.

- A. For each member, the City shall contribute \$1,000 per month to PSEA's Health and Welfare Trust Plan effective 1/1/2011. ~~Effective 1/1/2012, this contribution shall increase to \$1,050 per month and effective 1/1/2013 this contribution shall increase to \$1,100 per month.~~ Effective 8/16/12, this contribution shall increase to \$1,040 per month. *(Updated 12/23/11)*
- B. The City agrees to maintain a pre-tax deduction account at the election of each employee as allowed under federal law for the purpose of setting aside monies for the purpose of subsidizing uncovered costs of medical insurance. The City will contribute \$1200.00 per year per employee, pro-rated monthly, to a pre-tax IRS section 125 plan to be used for qualified expenses (un-reimbursed health care, employee premium costs, child care, etc.).

Section 9.3 Injured Employee Rights & Responsibilities (Non-work related injury)

- A. When a member becomes injured and cannot perform his/her normal duties and has a doctor's evaluation indicating light duty, the City will endeavor to assign the member

to light duty. Nothing in this section abrogates any provision of Workers' Compensation law and rules.

- B. For an Employee whose physical condition prevents him or her from performing his or her normal work assignments, the City shall endeavor to place the Employee in a classification he or she can perform within the bargaining unit.
- C. Medical Incapacity (non work related). If an employee is, due to a non-work related injury or medical condition which is not covered under the statutory provisions of state Workers' Compensation, permanently unable to perform his or her normal job functions, the Association and the City agree to pursue the following course of action (in addition to any requirements of law):
 - 1) The demands of the position shall be jointly evaluated by the parties to determine if a mutual agreement can be reached that the functions can reasonably be modified to accommodate the employee's condition. The parties shall reduce any proposed agreement and findings to writing and furnish it to the examining physician for medical approval.
 - 2) If job modification is not agreed to by the parties, or is not approved by the examining physician, the employee may be laid off, subject to the provisions of Article 15 and grievance/arbitration procedures.

Section 9.4 Work Related Injuries.

- A. Members who suffer an injury or disability which is covered under the provisions of state Workers' Compensation shall be entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. In the event that competent medical authority deems that an employee will not ever be able to perform their regular assigned tasks, they shall be separated on the same basis as a layoff due to a reduction in force; subject to recall to a position which is within their ability to perform without job modification, and at the appropriate pay rate generally accorded the new position.
- B. A paid administrative leave of absence for up to twelve (12) consecutive months from the date of the discovery of an initial injury/illness shall be provided for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. In such instances, the member may be assigned work at the discretion of the department providing such work assignment does not adversely affect the nature of the illness or injury. Should it be determined the member shall not be eligible to return to full duty and applies for retirement, and

retirement is granted prior to the twelve (12) months expiration of administrative leave, the department's obligation under this provision shall then be nullified. It is the intent of this provision that a member would not be eligible to receive lost wage (Workers' Compensation) compensation for that period of time covered by administrative leave; such payment shall be submitted to the department. In extraordinary circumstances, the parties may mutually agree to modify the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, shall be subject to eligibility of the Alaska Workers' Compensation Act.

Any personal or sick leave taken under this provision shall be reimbursed to the member as soon as a determination is made that the member is eligible for administrative injury leave.

For the purposes of this provision, a "line of duty injury" is an on-duty injury which is due to anything other than a negligent act of the member, while the member is performing his/her duties as a sworn law enforcement officer or which is incurred while operating or riding in an emergency vehicle while operated within departmental rules.

- C. When, due to a work related injury, a member becomes injured and cannot perform his/her normal duties and has a doctor's evaluation indicating the employee may perform light duty, the City shall endeavor to assign the member to light duty in regular pay status.
- D. Nothing in this section abrogates any provision of Workers' Compensation law and rules or any provision of federal law regarding employment of the disabled, to include the Americans with Disabilities Act.

Section 9.5 Physical Examination. Each member will be provided the opportunity to have a biennial physical examination, beginning during their second year of employment, by a licensed medical physician. The examination will consist of a list of specific items to be determined by a joint labor-management committee solely to determine fitness for duty. The City will pay all costs of this examination, without the consideration of the member's health insurance. The City shall not receive or maintain any report of the employee's examination, other than to be notified if the member is not fit for duty.

Section 9.6 "For Cause" Examinations. When, in the opinion of the City, there arises documented incidents which raise specific questions as to the physical, mental or psychological ability of an employee to perform his/her normal work assignment, an

appropriate examination may be ordered by the City. Members may choose to appear before a Fitness Advisory Board prior to reporting for the examination ordered by the Department Head. The Fitness Advisory Board shall meet within one (1) week to review the Department Head's order of examination. For each review, a Fitness Advisory Board will be composed of three (3) members, one chosen by the Department Head and two members chosen by the Association President, or their designees. The opinion of the Fitness Advisory Board is advisory only. If the examination demonstrates, in the opinion of the examining physician, that the employee is physically, mentally or psychologically incapable of performing his/her normal work assignment, the employee shall be allowed to seek a second opinion from a local licensed physician of his/her choice. If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician mutually agreeable to the City and employee. The results of the third examination shall be a final and binding one. The City shall pay for all examinations and connected expenses involved with this section. In the event the physical, mental or psychological condition of any employee prevents him/her from adequately performing his/her normal work assignment, the City may place him/her in a classification he/she can perform within the Department. Should no classification be vacant, the employee shall be laid off or terminated for the disability subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

Section 9.7 Indemnification.

- A. In the event any claim or claims are made by a person or persons against any employee for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the City and any liability which is incurred by an employee covered by this Agreement as a result of the claim or claims shall be paid by the City. Any claim or claims, or liability resulting there from, shall not be paid by the City if the claim or claims are based upon acts or omissions of any employee resulting from recklessness, gross negligence or intentional misconduct.
- B. In the event the City resolves an action or claim involving a member for purely pragmatic reasons not involving any misbehavior by the member, the City will issue a letter to the member stating the reasons for the settlement, with a copy placed in the member's personnel file.
- C. This section shall be read in conjunction with the terms of any City ordinance providing for indemnification of City employees and the protection of both this section and the ordinance shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the employee shall prevail.

Section 9.8 Training. The City will endeavor to provide commissioned officers and dispatch personnel with forty (40) hours per year of APSC Certified Training or the functional equivalent, excluding firearms qualifications, and state or federally mandated training such as Haz-mat and Blood Borne Pathogen training that are not discretionary and will be provided.

Absent an unforeseen emergency, active canine (K-9) teams shall be afforded a minimum of four (4) hours of training time each week during regular duty hours.

Section 9.9 The City shall make every effort to provide adequate parking facilities and electrical connections for head bolt heaters for employees' personal vehicles at existing installations. Parking and electrical connections for head bolt heaters shall be provided at no charge to employees at any newly constructed facility. The City shall make every effort to provide adequate parking facilities and electrical connections for head bolt heaters at any facility leased hereafter.

Section 9.10 Conduct Based Investigations.

- A. The City and the Association agree that it is imperative that all investigations of claims of member misconduct are conducted by the City in a manner which upholds the highest standards of the Department, preserves the faith of the public in the integrity of the department and its members, and also protects and safeguards the rights of the members. In order to ensure that any such investigations are conducted in a manner that is conducive to good order and discipline, the parties agree to the following provisions:
- B. Investigation of conduct subject to criminal action only.
- 1) If a member is under investigation by the City, whether instituted by the City or as a result of a complaint being filed against the member, and the member is interrogated or interviewed by the City agents for conduct that may subject the member to criminal prosecution, the member shall be given the same "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects.
 - 2) A member's position with this Department shall not afford him/her any greater or lesser rights than are enjoyed by other citizens of this City and State when subject to criminal investigations or proceedings.
 - 3) Any such investigation and interview/interrogation shall be conducted in accordance with existing criminal law and procedures then currently in effect in this State.

C. Investigation of conduct subject to both criminal and administrative actions.

- 1) If a member is under investigation, instituted by the Department or as a result of a complaint being filed against the member for alleged conduct that may result in both administrative actions (disciplinary or punitive) and criminal prosecution, the City shall not "merge" the criminal investigation and the administrative, but shall instead conduct separate and distinct investigations, each conducted by a different person. Prior to a criminal interview/interrogation the member shall be advised of the "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects. The member will also be informed when it is contemplated that the matter may be referred to a criminal prosecutor for review.
- 2) In the course of the administrative investigation of the allegation(s), a member refusing to respond to questions or submit to interview/interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the performance of his/her official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in his/her dismissal from the Department. Compelled statements so given in an administrative investigation will not be used against the member in any criminal prosecution, nor will the City provide any form of such statements to any other person or agency unless so ordered by a court of competent jurisdiction. In the event of demand for production of the contents of such statements, the City will notify the member of the demand, and will assert the privilege on behalf of the member.
- 3) All compelled statements given in the course of an administrative investigation may be used against the member in relation to any subsequent departmental administrative charges which may result in disciplinary or punitive actions against the member.
- 4) If the member so requests, any interview/interrogation will be suspended for a reasonable period of time to allow the Association representative or counsel to attend. The representative shall not be a person subject to the same or related investigation.
- 5) Any interview will be held at a mutually agreeable location provided by the City.
- 6) The interview shall be recorded and a transcript and copy of the recording shall be provided to PSEA.

D. Investigation of conduct subject to disciplinary or punitive action only.

- 1) If a member is under administrative (noncriminal) investigation instituted by the Department or as a result of a complaint being filed against the member for conduct that may subject the member to administrative disciplinary or punitive action only, the investigation will be conducted in accordance with the safeguards listed below.
- 2) When available the member shall be notified of the investigation in a timely fashion not to exceed one week (7 calendar days) from the time that the complaint is discovered by the Department Head, except for investigations of "on-going" type of conduct.
- 3) The member shall be informed of his/her rights as specified in this section as well as the name and authority of the officer in charge of the investigation. The member shall also be informed of the name of all persons who will be present during the interview/interrogation and questions shall be asked by no more than two (2) interviewers at any meeting.
- 4) Before an interrogation/interview is commenced, the member shall be informed of the nature of the investigation and provided a list of all known allegations. Except for anonymous complaints, the member shall be informed of the name(s) of all complainants.
- 5) The member shall not be subjected to offensive language or threatened with punitive actions, except that a member refusing to respond to questions or submit to interview-interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the performance of his/her official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in his/her dismissal from the Department.
- 6) The member is entitled to have present at an interview/interrogation an Association representative or counsel selected by PSEA. The Association representative may question the member as well as offer rebuttal as necessary. The representative shall not be a person subject to the same or related investigation.
- 7) If, prior to or during the interview/interrogation of a member, it is deemed that he/she will be charged with a criminal offense, the member will be immediately informed of the "Rights Warning" that is then currently in use by police officers of this City when conducting custodial criminal interviews of suspects and a separate

criminal investigation shall be initiated in accord with Article 9, Section 12.

- 8) In the event that the City chooses to proceed criminally against the member for a violation of the law and the member so requests, the interview/interrogation will be suspended for a reasonable period of time to allow the Association representative or counsel to attend. The representative shall not be a person subject to the same or related investigation.
- 9) The member or the City may record the interview/interrogation after advising that a recording will be made and each shall have access to other's recording, if any are made.
- 10) The member is entitled to a copy of the completed investigative report including any related existing transcripts of interviews/interrogations prior to the imposition of disciplinary or punitive action against the member.

E. General Administrative Investigations Guidelines:

- 1) All administrative investigations conducted by the Department involving allegations against its members shall adhere to these general guidelines.
- 2) All administrative investigations and their outcomes shall be treated as personnel matters and as such shall be confidential.
- 3) Investigation of conduct shall be conducted in a timely manner without unnecessary delay.
- 4) Nothing in this Agreement shall abridge the right of a supervisor at any level to counsel with, advise, or admonish a member under his/her command in private.
- 5) No promise of reward shall be made as an inducement to answering any question.
- 6) Any interrogation/interview must be conducted at a reasonable hour, preferably at a time when the member is on duty, or during the normal waking hour of the member, unless the seriousness of the investigation requires otherwise.
- 7) The interview shall only be voice recorded; video recording will only be used upon prior "case by case" written approval of the Department Head. A transcript and copy of the interview shall be provided by the City to PSEA.
- 8) The interview shall be held at a location provided by the City that is mutually

agreeable to both PSEA and the City.

- 9) No PSEA elected official shall be compelled to testify about any knowledge that he or she has gained as a result of his or her office.
- 10) The interview/interrogation shall allow the member to attend to bodily functions as necessary.
- 11) The member shall be compensated at the overtime rate if the interview/interrogation is conducted at a time other than the employee's working hours. However, the City may, at the discretion of the Department Head, reassign a member under investigation to administrative duties, Monday through Friday, 0800 to 1700 hours for the duration of the investigation.
- 12) The Association is entitled to a copy of the completed investigation report including any related existing transcripts of interviews/interrogations prior to the impositions of disciplinary or punitive action against the member. Materials shall be provided to PSEA upon completion of any investigation.
- 13) All administrative investigations will include one of the following dispositions for each allegation:
 - a) **SUBSTANTIATED (or "Sustained")**: Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.
 - b) **UNSUBSTANTIATED (or "Not Sustained")**: Means that there was insufficient evidence to prove or disprove the allegation.
 - c) **EXONERATED**: Means that the act alleged did occur but the member's actions were lawful and proper.
 - d) **UNFOUNDED**: Means that the act alleged did not occur.
 - e) **OTHER MISCONDUCT NOTED**: Means the investigation revealed an act of misconduct or violation not alleged in the complaint.
 - f) **WITHDRAWN COMPLAINT**: Means either the complainant has decided against pursuing the matter or failed to cooperate to the extent necessary to complete the investigation.

Section 9.11 Section Number Not Used.

Section 9.12 Section Number Not Used.

Section 9.13 Use of Lie Detector Devices. No member may be compelled to submit to a Lie Detector exam against his/her will. The exercise of this right may not in any way be used against the member in any disciplinary action nor will testimony or evidence of the refusal be admissible at a subsequent hearing, trial or other proceeding. This does not preclude the use of a Lie Detector Device where the member and the Department mutually agree to its use nor does it mandate that a member has a right to demand a Lie Detector Examiner investigation.

Section 9.14 Financial Disclosure. No member may be required to disclose personal information, including but not limited to property possessed, sources and amounts of income, debts, and personal or domestic expenditures (including those of any member of his/her family or immediate household), unless any of the following conditions exist:

- A. Such information is obtained under proper legal procedure; or
- B. Probable cause to suspect a conflict of interest with respect to the performance of his/her official duties; or
- C. It is necessary for the Department to ascertain the desirability of assigning the member to a specialized unit assignment in which there is a strong possibility that bribes or other inducements may be offered.

Section 9.15 Searches. No member shall be subject to unreasonable search and seizure. Members shall enjoy the right to privacy in their individual work areas, lockers, electronic devices maintained by the employee for work purposes or other space provided by the Department except that searches of these areas may be conducted in the member's presence; or with the member's consent; or with a valid search warrant; or when the member has been notified in advance (at least 24 hours) that a search will be conducted. This provision shall not prevent the Department from conducting routine inspections of work areas, break areas, locker rooms, vehicles, and other Department owned or leased facilities and equipment, for cleanliness, neatness, serviceability, compliance with directives and other needs of the Department for the welfare of its members and successful completion of its mission. Nothing in this section shall prevent the Department from retrieving equipment, reports or other items needed for the continuance of operation from a member's locker or other secured space when the member is not available.

Section 9.16 Political Activities.

- A. All members are prohibited from engaging in political activities at any time while in uniform.
- B. All members are prohibited from engaging in political activity while on duty.
- C. The Department may prohibit or restrict members from using the Department's premises for political activities without permission of the Department Head.
- D. All employees are prohibited from soliciting political contributions from fellow employees or those on eligibility list(s), other than in connection with ballot measures affecting their wages, hours and working conditions, except that they may make appeals for any kind of political contributions to the public generally, even though this may include fellow employees.

Section 9.17 Revocation of Driver's License. No Employee may be deprived of pay or seniority based upon the revocation of his or her driver's license for a violation or violations of the law which result from the direct orders of his or her superior to specifically commit such violation or violations.

Section 9.18 Break Areas. The parties agree that the Employer shall provide areas designated as non-smoking "Employee Break Areas" which shall be large enough to accommodate the Employees using such areas. Association members are encouraged to make suggestions to the Employer as to the location of acceptable areas.

Section 9.19 Work Environment. The City shall provide adequate ventilation, temperature controls, sanitary facilities, space and privacy.

Section 9.20 Political Pressure. In accordance with Section 4.4 of the City Charter, except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Mayor and neither the Council nor any member thereof shall give orders to any subordinates of the City Mayor. No Employee shall be subjected to any disciplinary action by the City Council or its members.

Section 9.21 Deferred Compensation. Employees covered by this Agreement shall continue to be eligible to participate in the City's deferred compensation programs.

ARTICLE 10 **WORK RULES**

Section 10.1

- A. Unless mutually agreed, the work week in this Agreement shall consist of forty (40) hours minimum in pay status from the start of the employees regularly scheduled work week with a maximum of five (5) consecutive days of eight (8) consecutive hours per day.
- B. Each member shall be entitled to two (2) consecutive days (not less than 48 consecutive hours) off each week.
- C. The work week may consist of any other hour arrangements (i.e. "flex" time, etc.) mutually agreed upon between the City and the Association. Members volunteering for special assignments may be assigned a work week by the City, consistent with the mission of that specific assignment.
- D. Shift swaps, to be used as a judicious management tool, are allowed under this Collective Bargaining Agreement if approved by the Department Head.
- E. Four Day Workweek:
 - 1) A mutually agreeable alternative to the normal five (5) day, eight (8) hour workweek shall be four (4) work days preceded or followed by three (3) consecutive days off. The member is guaranteed four (4) ten (10) hour days within the workweek provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The four-day workweek shall consist of four (4) ten (10) hour work days. Hours worked on a normal workday shall be paid in accordance with the CBA, based on a ten (10) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding ten (10) hours in work status per day.
 - 2) Implementation of the four-day workweek requires unanimous individual participation in the specific units for which it is intended to cover, i.e. patrol, investigations, dispatch and others. This agreement does not, however, require collective participation of all Department units.
 - 3) Holiday. Employees who work the 4-10 schedule will receive at least eight (8) hours of straight time pay for each holiday. If an employee is regularly scheduled to work on a holiday, but is directed not to, the City will credit them ten (10) hours of straight time that specific day. If a member elects not to work a holiday, the City will credit them eight (8) hours of straight time pay and the employee must elect to take two (2) hours of sick, annual leave, accumulated compensatory time or leave without pay. If the employee works on the holiday,

they will also be paid time and one half for hours worked up until ten (10) hours, and double time for hours in excess of ten (10) hours.

4) A designated holiday will be observed on the calendar day for which it falls for all shift assigned employees. For routine workweek employees assigned to the 4/10 alternative, if the holiday falls on the employee's first or second regularly scheduled day off, it will be observed on the last regular scheduled day of work in that week. If the holiday falls on the employee's third regularly scheduled day off, it shall be observed on the following day.

5) Leave: Leave will be charged hour-for-hour on the hours the employee was scheduled to work. Employees will continue to accrue leave at the currently established pay period schedule.

6) Restrictions: Scheduling shall be arranged so that each member is normally afforded a minimum of sixty (60) consecutive hours of off-duty time during days off. Except for emergencies or life-threatening circumstances, no member may routinely work more than fourteen (14) consecutive hours if other employees are available.

F. Abbreviated Workweek Option for Police Department members, more commonly referred to as the 3/12's Workweek Option. *(12/23/11 update)*

Concept and Purpose: FPD and PSEA agree that the spirit behind offering a shortened (36-hour) workweek for a limited number of sworn members is to provide an opportunity for members to enjoy significant (four-day) weekend periods off-duty while still maintaining viable and otherwise unaffected full-time employment. This abbreviated workweek shall be in the form of three, 12-hour shifts per week. The goals of this program are (1) to better accommodate members who have compelling interests outside the department in such personal things as closer child- or elder-care, growing a side business, or pursuing further education; (2) to afford the department an influential retention and recruiting tool for employment overall; and (3) reduce fatigue and support higher morale for those members who neither want nor need significant overtime engagement.

Overall Description: In its simplest form, the program is intended to merely redefine the workweek down from 40 hours to 36 (and to do so by way of three, 12-hour shifts), leaving all other provisions of the underlying Collective Bargaining Agreement (CBA) intact. Specifically:

- Leave accrual remains as provided in the CBA.
- PERS time-in-service accrual remains unaffected, and the City would continue to

make contributions as normal (though perhaps based on a smaller reported income).

- All seniority provisions and accrual remains as currently specified, to include all applicable bidding processes.

Resolving Conflicts: Although the introduction of the abbreviated workweek option is intended to be as transparent and consistent with all provisions of the underlying CBA, it cannot be perfectly so. Not every provision of the underlying CBA applies to this program, and some provisions in this Letter of Agreement supersede equivalent provisions in the CBA. Proper guidance in administering this program is to be gained by blending both documents rationally. In cases where insufficient language or multiple interpretations exist, both parties will discuss the matter with good-faith efforts to reconcile the difference. Beyond that, the standard grievance process can be invoked.

Overtime: The nature of the abbreviated workweek brings with it some modifications to how overtime can be administered. The following list describes specific overtime provisions that are unique to 12-hour shifts:

1. When measured **weekly**, overtime will accrue only after a full 40 hours of duty have been performed. As an example, a participating member who worked his or her three, 12-hour shifts and then reports to work, say, an eight-hour block on day four would be paid four hours at straight time (to achieve a weekly 40 hours), and four hours at time and a half.
2. When measured **daily**, overtime accrues at this rate: Those hours of work (a) over 12 consecutive hours up to 13 hours, or (b) over 12 hours in any day up to 13 hours, will be paid at the basic rate plus shift differential multiplied by one and a half. Those hours of work (a) over 13 hours in any day, or (b) those hours of work over 13 consecutive hours, will be paid at the basic rate plus shift differential multiplied by two. NOTE: Personal leave other than for injury or illness taken during a day qualifies as work time for computing overtime worked beyond the scheduled shift hours on a single day.
3. Any hours which a member is required to work during his or her four-day weekend which prevents the employee from having forty-eight consecutive hours off will be paid at the base rate plus shift differential times two. Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).
4. Members shall receive at least eight hours of straight pay for each holiday, as

normal. If a member is directed to not work a holiday, the City will credit them straight time pay commensurate with his or her normal work shift. If the member works on the holiday, he or she will be paid the Holiday Rate for regular scheduled hours worked. Hours worked in excess of the normal work shift shall be paid at the basic rate, plus shift differential multiplied by two.

5. Nothing herein precludes a participating member from bidding on posted overtime, as normal, subject to any restrictions placed on other members as well (such as grants that do not allow payment via compensatory time).
6. Consistent with 10.5 C. 3) of the underlying contract, no member will routinely work more than 14 hours in a work day, nor be forced to work overtime on all of his or her off-duty days. In such instances, the next least senior member in that classification may be assigned to work.

Miscellaneous Provisions: The following items shall apply to participating members:

1. Meal Breaks and Allowances: Being subject to recall while on meal breaks, officers shall be considered to be in "on-duty" status during those breaks. One meal break of 30 minutes shall be afforded about midway through a shift for each participating, on-duty member. Members shall be paid \$10.00 in meal compensation if they work more than 2 hours beyond their normal shift.
2. Management Rights: The City retains the unilateral right to eliminate this program should it prove to have inappropriate operational or fiscal impact. Notice of such termination shall abide by current CBA provisions for adequate notice of affected personnel. Further, the City can limit the number of participants in the program. Should the number of vacancies be less than the number of bidders, normal bidding seniority shall prevail.
3. Employee Obligations: The abbreviated workweek is designed to be an employee benefit, so there is no expectation of continued participation. Employees may bid for a posted 3/12s shift at each bidding cycle. Further, leaving that shift mid-cycle for exigent circumstances will be considered by the Chief of Police as it would for any other shifting system.
4. Field Training: The abbreviated workweek is an inappropriate schedule for any type of field training or satisfaction of probationary periods. As such, no recruit or current employee recently promoted or put on any type of probationary

period will be allowed to bid the abbreviated workweek.

5. Field Training Officers: Certified FTOs are invited to bid for the abbreviated workweek if they desire. However, it is the department's resolute policy to provide recruits with the best training possible, which includes matching up the most appropriate FTO with the individual recruit. This requires that the department reserve the right to remove an FTO from the 3/12s schedule temporarily, and only for the amount of time necessary, to properly train new employees. All effort will be made to minimize this disruption.

Section 10.2 Shifts.

- A. The "day" shift is any shift beginning between 0500 hours and 1159 hours.
- B. The "swing" shift is any shift beginning between 1200 hours and 1859 hours.
- C. The "midnight" shift is any shift beginning between 1900 hours and 0459 hours.

Section 10.3

- A. A minimum of eight (8) hours shall separate regular shift assignments.
- B. Except for work performed in an emergency or life-threatening situation, no member may routinely work more than fourteen (14) consecutive hours if other employees are available and there shall be an eight (8) hour relief break prior to the next work assignment. The parties further agree that there are situations, such as shift change day and certain days for the relief dispatcher and sergeant, where a member will occasionally be required to work more than 12 non-consecutive hours in a day.
- C. Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced into a situation where he/she was required to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. Shift preference shall be used to bid each shift as provided in this section and subsections.
 - 1) Newly hired probationary employees shall be assigned a duty schedule by the City.
 - 2) Employees placed on a "Plan for Individual Improvement" shall be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference shall be restored at the next shift bidding.

- 3) Members who are demoted or reassigned as the result of a disciplinary action shall be reassigned a shift until the next regularly scheduled preference bid.
 - 4) Employees may not bid a shift which would require them to be evaluated or evaluate a spouse, parent, child, sibling or any member of that employee's household. This provision applies to shift not overtime bidding. However, the Department Head shall have the ability to require either to move to a different shift.
- D. Upon application of the member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.
 - E. Shift schedules and tour assignments shall be posted no later than six (6) months prior to the commencement of the applicable tour of duty. Leave shall not be denied should the department be unable to meet this deadline.
 - F. Temporary assignments, except training duties, shall not exceed three years, except for operational necessity. Members voluntarily electing to leave such a temporary assignment early shall be assigned a shift until the next regularly scheduled preference bid. A member leaving such a position other than for the reasons stated above (i.e. non-disciplinary forced transfer) will be allowed to bid for a rotation which is more than thirty 30 days from its start date.
 - G. The department may assign officers, on a non-temporary basis, to the traffic unit, so long as those assigned positions do not exceed more than one half (1/2) of the overall unit strength.

Section 10.4 Court Attendance.

- A. Members required to appear for court as a result of actions performed in the line of duty shall suffer no loss in regular earnings, but shall be compensated during service at the member's rate of pay if on duty. Any witness fees shall be turned over to the City.
- B. If members are off-duty, they shall receive pay at the appropriate overtime rate with a two (2) hour minimum pay. The appearance requirement of the off-duty employee shall be limited to what is necessary to appear and attend at court.
- C. Any member who is required to serve on jury duty during a normally scheduled work day will be reassigned to dayshift for that day. Any payment for jury service will be signed over to the City and the member will receive their normal wage for that day. Should the member be excused from service, they are expected to report to their

supervisor and complete the remaining hours of their work day.

D.

Section 10.5 Overtime/Premium Pay.

(See also, Article 4 and sections 7.12(B) and 8.9)

A. Overtime

- 1) For members who work a five/eight shift, all work performed in excess of forty (40) hours within a week or eight (8) hours within a twenty-four hour period shall be paid at one and one-half (1.5) times the basic rate of pay. Overtime shall be measured in one-half (1/2) hour increments. For purposes of this section, the employees' first duty day establishes the first day of the week. The twenty-four (24) hour period for purposes of determining overtime begins at the commencement of the employee's duty assignment.
- 2) A member who works a 4/10 schedule shall be paid overtime for all hours worked in excess of ten (10) hours of work in any one day non-holiday.
- 3) Any member who is required to work any hours which prevents them from having forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.

Clarification: Both parties agree that this does not apply to members working a standard, 5/8s workweek. Instead, any required overtime that deprives the member working 5/8s of 24 consecutive hours off shall be paid at the basic rate plus shift differential times two. *(12/23/11 update)*

- 4) Personal Leave, other than for injury or illness, taken during a day does qualify as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.
- 5) When a member works overtime hours on a shift that qualifies for shift differential pay, the City shall compute overtime pay on the basis of the following formula: Basic hourly rate plus shift differential, if any, multiplied by 1.5.
- 6) Those hours of work over twelve (12) hours in any day will be paid at the basic rate plus shift differential multiplied by two (2). Those hours of work over twelve (12) consecutive hours will be paid at the basic rate plus shift differential multiplied by

two (2).

- 7) All volunteered overtime is paid at the basic rate, plus any shift differential, multiplied by 1.5

B. Short Notice.

- 1) When members are needed to meet personnel requirements on short notice, overtime will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of said classification members volunteer by seniority, the Department may require that the on-duty member with least seniority in the needed classification remain on duty until other personnel can be located and report for duty.
- 2) The member called on short notice to work overtime from off duty status shall be paid for actual overtime worked, with a minimum of two hours of overtime.
- 3) For purpose of this section, "short notice" means less than eight hours' notice.

C. Long Notice.

- 1) When members are needed to meet personnel requirements known at least seventy-two (72) hours prior to the actual assignment, overtime will be determined by the posting of a volunteer overtime list. Overtime will be offered to employees bidding, based upon departmental needs, giving preference to departmental seniority within qualified classifications.
- 2) When members are needed to meet personnel requirements known more than eight hours and less than seventy two hours in advance, overtime will be offered in the following manner:
 - a) To members in the same classification, by classification seniority,
 - b) To other members of qualified classes, as determined by the Department Head.
- 3) In the event no volunteers are obtained in the above processes, then overtime shall be assigned in order of inverse order of seniority. However, absent an emergency or life-threatening situation and to avoid employee "burnout", no member will routinely work more than fourteen (14) consecutive hours nor be forced to work overtime on all of their off duty days. In such instances, the next least senior member in that classification

may be assigned to work.

- 4) The Department may assign overtime for specific missions of limited duration based upon the qualifications of the member and/or the specific needs of the assignment; i.e., polygraph, prior drug training, prostitution cases, etc.
- 5) Should the City, by error or omission, violate the provisions of this section by failing to offer overtime work to a senior eligible member who could have worked the overtime, then the overtime work shall be offered to senior member(s) at a mutually agreeable time, for the same number of hours originally worked. An overtime situation need not exist for this time to be worked.
- 6) Members reporting to work and not put to work shall receive two (2) hours pay at their regular rate unless notified not to report at the end of their previous work day or two (2) hours prior to the start of the shift.
- 7) When members report for work later than the scheduled starting time, they shall be placed on leave without pay for the period of their absence and their finishing time will not be extended to make up for the lost time. Periods of less than one-half (1/2) hour shall be deducted in half hour (1/2) increments.

Section 10.6 Special Mission. The Department Head shall designate members and determine the call-out of special elements of the Department, i.e., Tactical Team, Sexual Assault Unit, Traffic Units, Canine Units. Flexible scheduling is an essential element of these units.

Section 10.7 Compensatory Time Off.

Except for grant funded positions or assignments where compensatory time is not reimbursed, compensatory time off in lieu of overtime may be accrued, at the member's discretion, at the appropriate overtime rate. Compensatory time off shall be taken at mutually agreeable times. Any compensatory time earned must be taken during the calendar year in which it's earned or paid at the end of that calendar year. ~~if possible or paid at the member's next anniversary date at the member's basic rate on the day prior to said anniversary date.~~ Members may be allowed to carry over compensatory time into the following year with approval from the Mayor. Should a member separate from service for any reason, the member's compensatory time shall be paid at termination at the dollar value in effect at the date of termination. (12/23/11 update)

Section 10.8 A meal break of thirty (30) minutes shall be allowed midway on each shift. Those employees who are subject to recall to work on their meal break shall be

considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member shall be given the chance or opportunity to eat as time permits. Members shall be paid ten dollars (\$10.00) in meal compensation if they worked two (2) hours beyond their scheduled shift.

Section 10.9 All members shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift, and fifteen (15) minutes during the second (2nd) half of the shift. When working overtime, paid relief breaks of fifteen (15) minutes shall be taken every two (2) hours. When working other than a regular shift, fifteen (15) minute relief breaks may be taken every two (2) hours.

Section 10.10 When time changes to or from Alaska Standard Time, members shall be paid only for actual hours worked.

Section 10.11 Any person hired to perform the duties of any position covered by this Agreement shall successfully complete training and be capable of performing all required duties of the position prior to working in solo capacity. Solo capacity shall mean working independently without direct supervision as determined by the Department Head.

Section 10.12 The Parties agree to continue an officer vehicle availability program. The parties agree that the operation, continuation and guidelines of this program are at the City's discretion, after due regard to Association input.

Section 10.13 The City may continue the current practice of utilizing Sergeants as Shift Commanders on the assigned Lieutenant's RDOs and periods of leave. Sergeants may not work shift commander overtime unless the overtime has been offered to and refused by all patrol shift Lieutenants first. A Sergeant shall be paid at a 5% premium above his/her current base wage rate while working as acting Shift Commander. Acting Lieutenants may be utilized on a continuing basis for a period up to twelve (12) months, which may be extended by mutual consent. Acting Lieutenants shall enjoy all emoluments of a regular Lieutenant during the period he/she is in acting capacity.

Section 10.14

- A. The Department Head may assign a Deputy Chief/s from the ranks of Lieutenants. Selection and term of service is based on criteria established by the Department Head. The Deputy Chief/s remains in the Association bargaining unit.
- B. The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to him/her by the Department Head. Except for any disciplinary

action based upon just cause, the Deputy Chief maintains his/her normal classification of Lieutenant. The Deputy Chief will receive performance pay at ten percent (10%) above the base pay of a top step Lieutenant. The Deputy Chief will not be eligible for shift differential and will not retain patrol seniority for bidding purposes while in that assignment. All time accrued in that position will be credited upon their reassignment to another assignment. Reassignment of the Deputy Chief to another assignment will not reflect negatively against his/her personnel file and will not be considered a discredit on his service record.

- C. The City and Association agree that Lieutenants will be assigned to supervise Services, Shifts, and Special Operations, or other budget authorized positions.
- D. Lieutenants assigned to positions other than Shifts (such as Services, Investigations, Police Corps and Special Operations) shall serve a minimum two (2) year assignment. If mutually agreed upon by the City and the incumbent, the assignment may be extended up to a maximum of five (5) years. Except for just cause, Lieutenants in these assignments may not be removed prior to completion of a two (2) year assignment.

Section 10.15 The nature of the work in Patrol requires Lieutenants, Sergeants working as watch commanders, and Dispatch Shift Leads to report in prior to their scheduled shift for briefing, and to routinely work beyond their shift to complete necessary duties. The Department agrees to credit each member referenced above with one-half (.5) hour comp per week if the member works fewer than three (3) shifts per week, or one (1) hour comp per week if the member works three (3) or more shifts per week.

Section 10.16 Standby. Members may be required to periodically report their whereabouts in order to be available for work on short notice. In such instances, the member's names shall be placed on a standby roster for the designated period of time of such a requirement. Assignments to a standby roster as well as the direct callouts from such an assignment shall be equitably rotated among members normally required to perform the anticipated duties.

If a member is required to be on call for immediate recall to work, the member shall be paid one hour of pay at the overtime rate for each time period of twelve (12) hours or less of standby. When assigned to standby on a non-floating holiday, the member shall receive two hours of overtime for each time period of twelve (12) hours or less of standby.

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the

member, and will be paid in addition to any applicable compensation in the event the member is recalled to duty. Members on standby status shall remain available by telephone and shall remain physically and mentally fit for immediate duty. Standby shall not be used to avoid maintaining minimum staffing levels as set by the Department.

ARTICLE 11 **HOLIDAYS**

Section 11.1. The following days shall be considered holidays with no deductions in pay:

New Year's Day	-	January 1
President's Day	-	3rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	1st Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	4th Thursday in November
Christmas Day	-	December 25

And such other days as the City Council, by Resolution, may fix as holidays for all City employees. Should any other City employees be awarded any holidays in addition to the above, such additional holidays shall be holidays for the members of this bargaining unit as well. In addition, each member shall receive two (2) paid personal days of leave each year, to be scheduled at the mutual consent of the parties. A personal holiday does not carry over to successive years and has no monetary value: if not taken each year it is lost.

Section 11.2 A designated holiday will normally be observed on the calendar day on which it falls, except that members who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Normally only those members designated in advance by appropriate supervisor will be required to work on a designated holiday.

Section 11.3 If a holiday falls during an employee's vacation or extended leave due to illness/injury, the employee shall receive holiday pay equal to that employee's regular scheduled shift for the holiday and shall not be charged leave time for that day. Regular employees on lay-off shall be paid holidays if they have worked or received compensation for any part of the month in which the holiday occurs.

Section 11.4 Holiday Compensatory Time. A member who works a holiday under this article may elect to accrue compensatory time off at the appropriate rate in lieu of receipt of monetary payments pursuant to this Article.

ARTICLE 12
LEAVE

Section 12.1

A. Personal leave shall accumulate at the rate shown below. Employment for eight (8) or more days shall be considered employment for a full pay period for the purpose of computing personal leave.

- | | |
|------------------------|------------------------------|
| 1) One -- Two Years: | 160 hours per calendar year; |
| 2) Three – Five Years: | 200 hours per calendar year; |
| 3) Over Five Years: | 240 hours per calendar year. |

B. There shall be no limit on the number of hours that may be accrued in the leave bank.

Section 12.2 Leave Requests. Scheduled personal leave may be taken at any time mutually agreeable to the Department Head, or designee, and the employee. When Personal Leave is used for illness the employee shall notify the supervisor not later than one (1) hour prior to the employee's scheduled reporting time. Such use of personal leave shall not be denied. The parties agree to work together to prevent the misuse of Personal Leave as sick leave.

Section 12.3 Scheduled Personal Leave.

A. Except in emergency situations, members' scheduled personal leave may be taken at a time agreeable with the employee and consistent with operational requirements. Vacation schedules shall be bid, and be awarded, by the amount of unused personal leave. The employee with the most personal leave on the date of a request, less any previously approved leave but unused, shall be number one for bid purposes. If personal leave is equal, classification seniority will determine priority. An employee shall notify the Department Head through his/her supervisor at least one (1) day in advance when not more than two (2) days leave are desired, or at least one (1) week in advance when longer periods of leave are desired. Leave requests for periods of leave in excess of two (2) days shall be considered confirmed if not denied to the employee by the appropriate authority within five (5) working days of the request. The written denial shall be given to the employee.

- B. An employee's scheduled leave may be denied, canceled, or terminated by the Department Head when the leave is not consistent with operational requirements. In case of such denial, the leave will accrue until taken.
- C. Only earned leave may be requested or taken. Employees may not take scheduled Personal leave until completing six months service with the department.
- D. Employees serving a probationary period on their original appointment leaving the city service without satisfactorily completing their probationary period shall not be entitled or compensated for any accrued leave.

Section 12.4 Termination.

Upon termination, any employee covered by this Agreement, accrued personal leave shall be cashed out at 105% of then current value.

Section 12.5 Draw down of Personal Leave. Employees may elect to "cash out" leave hours at 105% of then current value, provided that members may not "cash out" below 80 hours. The "cashed out" hours will be included with the employee's next regular paycheck or directed to be deposited into the employee's Deferred Compensation account. Cash outs are not considered compensable hours for pension benefit payments, which will not be included in the cash out payment.

Section 12.6 Exceptions regarding Leave Cash-Outs.

- A. Employees electing to utilize their leave bank cash out for Deferred Compensation catch up shall be exempt from the hour limit on Personal Leave draw down.
- B. In the event of a financial, medical, or personal hardship affecting the Employee or his or her spouse and/or dependents, or other special circumstances as approved by the City Mayor, the Employee shall upon request to the Employer receive payment for all accrued Personal Leave. If dispute arises as to what constitutes a hardship, a Labor-Management Committee with two representatives from each party will convene. If the Committee's decision results in a tie, the City Mayor will decide the issue. The Employee shall receive payment within ten (10) working days of the request for payment.
- C. A laid off or reclassified Employee who has bumped or moved into a lower paying job classification shall be credited with Personal leave at the value it accrued on the day prior to reclassification.

Section 12.7 Leave Without Pay.

- A. At the request of the employee, the City Mayor may grant an employee leave without pay when it is in the best interest of the City to do so.

- B. The employee request may be considered when the employee has shown by his or her record to be of more than average value to the City and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave of absence at the discretion of the Department Head and with the prior written approval of the City Mayor, the employee's position may be filled by limited-term appointment, temporary promotion or temporary reassignment of any employee. At the expiration of the leave without pay the employee has the right to, and shall be reinstated to, the position vacated if the position still exists; or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service, but any period in excess of ten (10) days in any calendar year may not be creditable for vesting or retirement under the State of Alaska Public Employee's Retirement System. Longevity credits for purposes of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the period of leave without pay. City medical benefits shall continue during any period of leave without pay.

- C. At the request of the employee, the City Mayor may grant an employee a voluntary reduction in hours if and when the City Mayor determines it is in the best interest of the City to do so.

- D. Seniority rights shall remain unchanged for an employee during any period of leave without pay taken in accordance with the provisions of this section. ~~This sub-section does not apply to Maternity Leave Without Pay.~~

Clarification: The last sentence is eliminated. The new language reads only "Seniority rights shall remain unchanged for an employee during any period of leave without pay taken in accordance with the provisions of this section." (12/23 update)

Section 12.8 Military Leave. An Employee who has completed his/her probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training or duty for a period not exceeding twenty (20) working days per calendar year. Such military leave shall be with basic rate if all military pay, not to include reimbursements for lodging, food, etc., the Employee receives for the duties performed on such leave is paid to the City. The Mayor may grant additional periods of military leave in the event of hardship due to an extended involuntary employee call up in conformity with federal and state law.

Section 12.9 The City will comply with the Family Medical Leave Act and the Alaska Family Leave Act.

Section 12.10 Funeral Leave. Any employee's Personal Leave or Leave Without Pay may be used for illness or bereavement.

Section 12.11 Donated Leave. Employees may assist other Employees in time of need, with Department Head Approval. The following shall be the vehicle for that purpose.

- A. Each Employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the Employee wishes to donate in increments of not less than four (4) hours and deliver said leave slip to the Finance Department.
- B. The leave will be converted to the cash value of the donating employee's leave and paid to the receiving employee at his/her equivalent hourly rate.
- C. Each leave slip will have written or typed along the bottom "Leave donated to (Employee name)."

Section 12.12 Business Leave.

- A. There is hereby created a chapter business leave bank which shall be administered by the City with a monthly report of the balance and withdrawals provided to the Chapter Chair. The Chapter Chair reserves the right to require employees to transfer up to four (4) hours of annual leave into the chapter leave bank. Such request shall only be made upon approval of the Executive Board and only if the balance in the bank is not sufficient to cover withdrawal requests.
- B. In addition, any employee at the employee's option may transfer additional annual leave to the Bank. Transfers may be made at any time during the duration of this agreement with no maximum limit of the number of days except that any employee may not transfer more leave than is posted on the employee's annual leave balance at the time of the authorization. The employee's leave balance will then be reduced by the amount of leave transferred to the Bank.
- C. Withdrawal requests from the Bank will be for purposes designated by the Chapter Chair and the Finance Director shall be notified. The release of employees for chapter leave shall be handled on the same basis and release from duty for annual leave, except

that such release shall not be unreasonably withheld by their supervisor.

ARTICLE 13

PAY PERIODS

Section 13.1 Pay periods covering days worked from the first (1st) to the fifteenth (15th) and from the sixteenth (16th) to the last day of the month shall be established. Pay days shall normally be on the fifteenth (15th) and the last day of each month. If pay day falls on Saturday, Sunday, or a holiday, then pay day shall be the last scheduled work day before the break period.

Section 13.2 The City reserves the right to establish a bi-weekly pay period upon thirty (30) calendar day notice to the Association. If established, pay day shall fall on every other Friday. If pay day falls on a holiday, then pay day shall be the last scheduled work day before the holiday break period.

Section 13.3 The City shall furnish each member with an itemized statement of earnings and deductions specifying hours paid, straight time, overtime, personal leave pay, holiday pay and other compensation payable to the member which is included in the check. Pay checks shall be available not later than 1200 hours on each pay day, except for circumstances beyond the control of the City.

Section 13.4 The City shall make available during regular business hours to each member an itemized accounting specifying both the Employer's and Employee's contributions to the PERS system for that employee.

ARTICLE 14

PROBATION

Section 14.1 All department employees shall serve a probationary period of six (6) months after the completion of field training. The time periods of six (6) months means actual time worked including regular days off, but does not include leave without pay. Such time must be satisfactorily made up before probationary periods will be considered completed. Based upon performance evaluations, the probationary period may be extended in lieu of termination at the discretion of the Department Head for a period not to exceed one-half (1/2) of the original probationary time. This extension is in addition to any time being made up as noted above.

Section 14.2

- A. The probationary, or working test period, is an integral part of the promotional process. It shall be utilized to observe closely the member's work, to secure the most effective adjustment of a new or promoted employee to his position, and to dismiss a probationary member whose performance does not meet required work standards.
- B. Employees who are promoted or transferred at their own initiative shall complete a probationary period of six (6) months for all positions, however, the employee may be demoted to his/her former position at any time during this probationary period without right of grievance.

Section 14.3 Employees who accept a promotion out of the bargaining unit are entitled to bump back to their former position in the unit if they do not successfully complete probation in the promoted position. Employees who bump back are entitled to regain their bargaining unit seniority as of the date they accepted promotion. If the employee's former position is not available, the promoted employee shall have first preference to occupy any vacant unit position for which the employee is otherwise qualified, but in no event shall a promoted employee be permitted to bump a unit employee into a lower rank or layoff status.

ARTICLE 15 **LAY-OFF & RECALL**

Section 15.1 The Department Head, upon approval of the City Mayor, or designee, may layoff an employee when deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material changes which are outside the employee's control and which do not reflect discredit upon the service of the employee. The City will meet with the Association to consider any alternatives to layoffs. The duties performed by any laid off employee may be re-assigned to other employees within that classification who are already working. A layoff of less than twenty-four (24) months, after which the employee returns to work at the first available opportunity, shall not be considered a separation. Longevity credits for purposes of completing probation, pay anniversary date, and the accumulation of leave benefits shall be suspended during the period of layoff.

Section 15.2 In case of layoff the sequence of downward bumping will be in accordance with the following classifications:

Lieutenant
Sergeant
Detective
Police Officer/Investigator

Administrative Assistant
Lead Dispatcher
Dispatcher
Evidence Custodian
Facilities Technician
Front Desk Clerk
Clerk

Section 15.3

- A. Lay-offs shall be made in inverse order of seniority within the affected classification, except as provided elsewhere in this agreement for Chapter Chair and Vice-Chair. Except when moving into the Police Officer Classification, a laid off member will be allowed to move into any parallel or lower classification where the laid off employee has more overall department seniority than the least senior person in that classification. In the case where a laid off member seeks to move into the Police Officer classification, departmental seniority alone shall govern.
- B. The member shall have five (5) working days from the date he/she receives the lay-off notice and a lay-off list of all positions in the classification seniority group in which to exercise an election. Each member displaced by this procedure shall, in turn, have the right to use this procedure.
- C. If two or more members have identical classification group seniority or Department seniority, the order of lay-off shall be determined by the following:
 - 1) A veteran shall be given preference over a non-veteran in accord with Alaska Statutes.
 - 2) In any case that cannot be determined by the application of veteran's preference, and then seniority shall be determined alphabetically by the first letter of the last name at the time of hire.
- D. No regular or probationary member shall be laid off while there are emergency, temporary, provisional, seasonal or volunteer members serving in the same classification group performing work which could reasonably be assigned to regular or probationary members, based upon the minimum qualifications for the classification.
- E. No unit permanent unit employee shall be laid off because a non-unit employee wishes to return from his/her position to a unit position.

- F. No temporary, provisional or seasonal members shall be hired while regular or probationary member(s) are on lay-off status unless no laid off member offered the position accepts. A laid off member may reject a non-permanent job without losing lay-off recall rights. Notice to the laid off member shall include the estimated duration of the job if the City reasonably expects the position to be less than full-time regular.
- G. If the City hires a recalled member for a position which lasts thirty (30) days or less, the recalled member shall receive fifteen percent (15%) above base wage in lieu of benefits.
- H. If the position lasts over thirty (30) days, the recalled member shall be given regular status during the period of recall. In such event, the recalled member shall not be entitled to the fifteen percent (15%) in lieu of benefits.

Section 15.4 In every case of lay-off, or proposed lay-off, of any regular or probationary member, the City shall give the member at least sixty (60) days written notice in advance of the effective date. Concurrently, all members on the lay-off list from which the laid off member may exercise an election shall receive notice of the lay-off, its effective date and the possibility of being displaced. The member laid off through the displacement process shall receive notice in advance of the potential lay-off and at least ten (10) working days written notice in advance of the effective date of actual lay-off.

Section 15.5

- A. Procedure. Upon lay-off, the laid off member shall be placed on the lay-off list for that classification group from which the member was laid off, and for the bargaining unit. Recall rights exist for five (5) years from the effective date of the lay-off.
 - 1) The classification lay-off list shall be ranked in inverse order of lay-off. The recalled position shall be offered to the first member on the classification lay-off list.
 - 2) If the seniority group lay-off list is exhausted and eligible member(s) decline appointment or are not available, then the position shall be offered to the qualified member with the most City seniority of those members on the bargaining unit lay-off list. In order to receive recall notice from the bargaining unit lay-off list, the member shall provide written notice to the City at the time of

lay-off of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the bargaining unit lay-off list.

- 3) The laid off member who is offered a recall must have the skills and abilities to perform the position for which recalled. Vacant positions which are to be filled may be filled through promotion provided no member is on lay-off from the classification. However, if later again vacated, the position may subsequently be filled only in accordance with this article.
- 4) Upon recall to the original position, the member's salary shall be adjusted upward, step for step, to the appropriate range.
- 5) If a member is recalled to a position in which he/she has attained regular status, the recalled member shall be appointed to that position as a permanent member. If a member is recalled to a position in which he/she has not attained regular status, the recalled member shall be appointed to that position as a probationary member.

B. **Notice of Recall.** Notice of recall shall be sent to all eligible laid off members by Certified Mail to the last address provided the City Personnel Office by the member and to the Association office in writing. The members on the recall list shall within fourteen (14) days after receipt of the recall notice notify the City in writing as to his/her decision regarding the recall offer. The member at the top of the recall list shall have the first opportunity to accept the position provided he/she possesses the qualifications for the position being recalled. If the City does not receive notice as required above from the member first eligible for recall within fourteen (14) days of when the recall notice was postmarked, then that member goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position.

ARTICLE 16 **SENIORITY**

Section 16.1 Termination of Seniority. Department Seniority shall be terminated upon:

- A. Discharge
- B. Resignation
- C. Lay-off for a period of five (5) years or more, or inability to return to work from a job-incurred injury or illness of five (5) years or more.

- D. Willful abandonment of position (Failure to report for duty within three days following approved absence).

Section 16.2 Seniority Preserved. Department Seniority shall not be interrupted by:

- A. Periods of approved leave, including Workers' Compensation absences;
- B. Military leave for Reserve Training;
- C. Active military duty when recall for such duty is beyond the control of the member;
- D. Promotion out of the bargaining unit during the first six (6) months; or
- E. Retirement disability up to five years.

Section 16.3 The member with the longest term of credited service with the Department shall be number one (1) on the Department seniority list and all other members shall be listed accordingly. The Department shall yearly prepare and prominently post a Department seniority roster in each work area of the Department. Seniority, as defined in this Agreement, shall in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case. If a senior officer is not selected for promotion, it shall be the responsibility of the person making the selection, if requested by the member, to issue an explanation to the member why such member was not selected to command.

Section 16.4

- A. If a member is promoted into a classification in the Fairbanks Police Department outside this bargaining unit, his/her classification seniority shall continue to accrue in his/her former position for up to (6) six months after promotion. Thereafter, the bargaining unit and classification seniority of the member promoted outside the unit shall terminate.
- B. Employees promoted out of this bargaining unit who are involuntarily demoted or whose positions are eliminated shall be returned with departmental seniority shall have their classification seniority restored for the classification they occupy, if any. If the seniority of the returning member is sufficient, this may necessitate the layoff of a less senior bargaining unit member in accordance with the seniority provisions of this contract.

Section 16.5

- A. If a member transfers to a different classification within the bargaining unit, his/her former classification is frozen at the time of occupancy of the new classification.

- B. If a member is involuntarily returned from a bargaining unit position to his/her former classification due to disciplinary action, his/her classification seniority within the departing position will not accrue toward his/her classification seniority in the former position.
- C. If a member is involuntarily returned from a bargaining unit position to his/her former classification due to non-disciplinary reasons, the time spent in his/her involuntary classification will accrue toward his/her classification seniority in his/her former position upon return to his/her former position.
- D. If a member accepts a promotion to another position within the bargaining unit, the member will continue to accrue classification seniority in his/her former position for up to eight (8) months. If the promoted member remains in his/her current position beyond eight (8) months, his/her former classification seniority will be frozen at the time reflecting the date of his/her promotion.

ARTICLE 17

DISCIPLINARY ACTION

Section 17.1 Whenever employee performance, attitude, work habits or personal conduct at any time falls to a level unsatisfactory to his/her supervisor, the supervisor shall inform the employee promptly and specifically of such lapses and give counsel and guidance. A letter or departmental form of counseling, as distinguished from a letter of reprimand, shall not be considered disciplinary action and shall not be subject to the grievance procedure, nor shall it be placed in the employee's personnel file. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the records contained in the employee's personnel file.

Section 17.2 In situations where an oral or written counseling/warning has not resulted in the expected improvement, or where a more severe initial action is warranted, a written reprimand will be sent to the member, a copy shall be placed in the member's personnel file and a copy will be sent to PSEA.

Section 17.3 An employee may be suspended without pay and/or demoted by his/her department head with approval of the City Mayor or designee, for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence, or other justifiable reason when alternate personnel actions are not appropriate. Employees shall be furnished an advance written notice at least twenty-four (24) hours

prior to the effective date containing the nature of the proposed action. Said employee shall be advised that he/she is entitled to have a PSEA Staff representative present at any meeting where disciplinary actions are contemplated or possible. If a member is suspended for a period of days, rather than a term of consecutive hours, the term of "day" shall be deemed to mean that member is suspended for the full twenty-four (24) hours of such day.

Section 17.4 The City Mayor or his designee may dismiss any member for just cause. Reasons for dismissal may include but shall not be limited to:

- A. Failure to meet prescribed standards of work, morality and ethics to an extent that makes a member unsuitable for employment in the Department;
- B. Theft or unjustified destruction of City property;
- C. Incompetence, inefficiency or negligence in the performance of duty;
- D. Insubordination;
- E. Conviction of a felony, or a misdemeanor involving moral turpitude;
- F. Notoriously disgraceful personal conduct;
- G. Unauthorized absence;
- H. Acceptance of any consideration which was given or accepted with the expectation of influencing the member in the performance of his/her duties;
- I. Falsification of records or use of official position for personal advantage;
- J. Threatening or intimidating action against another member.

Section 17.5 When a member is terminated, or effects a separation, the member shall be paid all accrued earnings in accordance with State law and the provisions of this Agreement.

Section 17.6 An employee may appeal disciplinary action under this section pursuant to the grievance procedure as set forth under Article 4 of this Agreement. If the employee fails to appeal the suspension and/or demotion, the action shall become effective on the date specified. During the appeals procedure, the employee shall be

retained in duty status, or placed on leave with pay, at the discretion of the City Mayor, or his/her designee

Section 17.7 The City agrees all permanent Employees who have completed probationary requirements shall be given thirty (30) days' notice of separation, or thirty (30) day's pay, computed at the base hourly rate, in lieu of notice.

Section 17.8 All Employees who have been in employment thirty (30) days or more shall give the City two (2) weeks' notice before leaving his or her employment unless mutually agreed beforehand between the City and the Employee. Notation of failure to give notice will be placed in the Employee's personnel file.

Section 17.9 Standards for Demotion/Discharge. No member shall be disciplined, demoted or discharged except for "just cause."

ARTICLE 18

CLASSIFICATION AND HOURLY WAGE RATES

Section 18.1 Special Duty Pay: FTOs performing department-sanctioned on-the-job training, Lieutenants and Sergeants assigned to the Investigations/Special Operations Bureau, and K-9 officers will receive a five (5%) allowance for the performance of these duties. This allowance will be calculated on the basic wage of the employee.

Section 18.2 Differential: All members assigned to shift work will receive a shift differential for the hardship which the shift work causes of five percent (5%) for swing shift and ten percent (10%) for mid-shift for all hours worked. When a member is assigned to a relief duty tour which involves working multiple shifts during a work week, he/she shall receive the higher differential for which the member is eligible for all hours worked during such periods of the tour.

Section 18.3 Pay Scale.

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Sergeant - 2008	31.0000	32.5100	34.1500	34.9900	35.8300	36.1700	36.5000
July 1, 2010 @ 3.5%	32.0850	33.6479	35.3453	36.2147	37.0841	37.4360	37.7775
July 1, 2011 @ 2.5%	32.8871	34.4891	36.2289	37.1201	38.0112	38.3719	38.7219
Aug 16, 2012 @ 4.0%	34.2026	35.8687	37.6780	38.6049	39.5316	39.9068	40.2708
Detective - 2008	30.3900	31.3000	32.8200	33.6600	34.4500	34.7700	35.1000
July 1, 2010 @ 3.5%	31.4537	32.3955	33.9687	34.8381	35.6558	35.9870	36.3285
July 1, 2011 @ 2.5%	32.2400	33.2054	34.8179	35.7091	36.5472	36.8867	37.2367
Aug 16, 2012 @ 4.0%	33.5296	34.5336	36.2106	37.1374	38.0091	38.3622	38.7262

Police Officer - 2008	26.5000	27.8400	29.2200	31.2800	32.5000	32.8000	33.1100
July 1, 2010 @ 3.5%	27.4275	28.8144	30.2427	32.3748	33.6375	33.9480	34.2689
July 1, 2011 @ 2.5%	28.1132	29.5348	30.9988	33.1842	34.4784	34.7967	35.1256
Aug 16, 2012 @ 4.0%	29.2377	30.7162	32.2387	34.5115	35.8576	36.1886	36.5306
P.O. Recruit I - 2008	22.5300	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
July 1, 2010 @ 3.5%	23.3186	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
July 1, 2011 @ 2.5%	23.9016	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Aug 16, 2012 @ 4.0%	24.8577						
P.O. Recruit II - 2008	23.8600	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
July 1, 2010 @ 3.5%	24.6951	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
July 1, 2011 @ 2.5%	25.3125	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Aug 16, 2012 @ 4.0%	26.3250						
P.O. Recruit III - 2008	25.1800	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
July 1, 2010 @ 3.5%	26.0613	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
July 1, 2011 @ 2.5%	26.7128	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Aug 16, 2012 @ 4.0%	27.7813						
Dispatcher - 2008	19.6200	20.6000	21.6200	23.1400	24.0500	24.2700	24.5000
July 1, 2010 @ 3.5%	20.3067	21.3210	22.3767	23.9499	24.8918	25.1195	25.3575
July 1, 2011 @ 2.5%	20.8144	21.8540	22.9361	24.5486	25.5141	25.7475	25.9914
Aug 16, 2012 @ 4.0%	21.6469	22.7282	23.8536	25.5306	26.5347	26.7774	27.0311
Lead Dispatcher - 2008	20.6100	21.6200	22.7200	24.3000	25.2600	25.4800	25.7200
July 1, 2010 @ 3.5%	21.3314	22.3767	23.5152	25.1505	26.1441	26.3718	26.6202
July 1, 2011 @ 2.5%	21.8647	22.9361	24.1031	25.7793	26.7977	27.0311	27.2857
Aug 16, 2012 @ 4.0%	22.7393	23.8536	25.0672	26.8104	27.8696	28.1123	28.3771
Front Desk Call Taker - 2008	17.6500	18.5400	19.4600	20.8300	21.6600	21.8400	22.0600
July 1, 2010 @ 3.5%	18.2678	19.1889	20.1411	21.5591	22.4181	22.6044	22.8321
July 1, 2011 @ 2.5%	18.7245	19.6686	20.6446	22.0981	22.9786	23.1695	23.4029
Aug 16, 2012 @ 4.0%	19.4735	20.4554	21.4704	22.9821	23.8977	24.0963	24.3390
Admin. Assistant - 2008	19.6200	20.6000	21.6200	23.1400	24.0500	24.2700	24.5000
July 1, 2010 @ 3.5%	20.3067	21.3210	22.3767	23.9499	24.8918	25.1195	25.3575
July 1, 2011 @ 2.5%	20.8144	21.8540	22.9361	24.5486	25.5141	25.7475	25.9914
Aug 16, 2012 @ 4.0%	21.6469	22.7282	23.8536	25.5306	26.5347	26.7774	27.0311
Evidence Custodian - 2008	20.6100	21.6200	22.7200	24.3000	25.2600	25.4800	25.7200
July 1, 2010 @ 3.5%	21.3314	22.3767	23.5152	25.1505	26.1441	26.3718	26.6202
July 1, 2011 @ 2.5%	21.8647	22.9361	24.1031	25.7793	26.7977	27.0311	27.2857
Aug 16, 2012 @ 4.0%	22.7393	23.8536	25.0672	26.8104	27.8696	28.1123	28.3771
Evidence Custodian II - 2008	19.6200	20.6000	21.6200	23.1400	24.0500	24.2700	24.5000
July 1, 2010 @ 3.5%	20.3067	21.3210	22.3767	23.9499	24.8918	25.1195	25.3575
July 1, 2011 @ 2.5%	20.8144	21.8540	22.9361	24.5486	25.5141	25.7475	25.9914
Aug 16, 2012 @ 4.0%	21.6469	22.7282	23.8536	25.5306	26.5347	26.7774	27.0311
Custodian - 2008	17.5600	18.4400	20.1400	20.9200	22.1800	22.3900	22.5800

July 1, 2010 @ 3.5%	18.1746	19.0854	20.8449	21.6522	22.9563	23.1737	23.3703
July 1, 2011 @ 2.5%	18.6290	19.5625	21.3660	22.1935	23.5302	23.7530	23.9546
Aug 16, 2012 @ 4.0%	19.3741	20.3450	22.2207	23.0812	24.4714	24.7031	24.9127
Clerk - 2008	15.9000	16.7400	17.5700	18.4400	19.1700	19.3600	19.5400
July 1, 2010 @ 3.5%	16.4565	17.3259	18.1850	19.0854	19.8410	20.0376	20.2239
July 1, 2011 @ 2.5%	16.8679	17.7590	18.6396	19.5625	20.3370	20.5385	20.7295
Aug 16, 2012 @ 4.0%	17.5426	18.4694	19.3852	20.3450	21.1505	21.3601	21.5587
Clerk PT - 2008	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
July 1, 2010 @ 3.5%	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
July 1, 2011 @ 2.5%	19.3928	20.4240	21.4360	22.4940	23.3910	23.6210	23.8395
Aug 16, 2012 @ 4.0%	20.1685	21.2410	22.2934	23.3938	24.3266	24.5658	24.7931
Lieutenant - 2008	35.3800	36.3500	37.3300	38.3200	39.3400	39.7100	40.0700
July 1, 2010 @ 3.5%	36.6183	37.6223	38.6366	39.6612	40.7169	41.0999	41.4725
July 1, 2011 @ 2.5%	37.5338	38.5629	39.6025	40.6527	41.7348	42.1274	42.5093
Aug 16, 2012 @ 4.0%	39.0351	40.1054	41.1866	42.2788	43.4042	43.8125	44.2096

- A. Subject to the terms of Addendum 2, the pay scale will be increased by 4% on August 16, 2012. ~~effective 7/1/12 and 7/1/13, the pay scale will be increased by the amount of the annual change in the Consumer Price Index for Anchorage Alaska, provided that the change shall not be less than 1.5% and not greater than 3.5%. (Updated 12/23/11)~~
- B. No employee shall experience a reduction in pay as a result of this newly negotiated schedule, but shall be moved to the next step which results in a pay increase.
- C. The terms and steps of Recruit Officer pay are specified in the Definitions section of this agreement, paragraph "S."

Section 18.4 Lateral Hires. Newly hired officers who have at least three (3) years of experience as a sworn law enforcement officer or dispatcher with a qualified police agency may be paid at the appropriate step of the Police Officer or dispatcher Pay Scale, not to exceed the fourth (4th) year step.

Section 18.5

(a) An employee who involuntarily changes classification, for other than disciplinary reasons will begin at the "Start Step" within that classification, unless that would result in a pay decrease. In that case the employee will continue to earn his/her current wage until qualified for the next step increase within the new classification which will result in a pay increase. Employees receiving a promotion to a higher classification will move to a step which results in a higher wage.

(b) If the change to a lower classification is voluntary, the employee will move to the step that is the lesser of (i) the top step of the new classification, or (ii) the lowest step that results in an increase within the new classification. Two examples:

- (1) A top step Sergeant elects to move to Detective. Pay shall be top step Detective, even if this is a pay reduction.
- (2) A step 1 Sergeant elects to move to Detective. Pay will be at step 2 Detective.

(c) In the event of a disciplinary demotion, the employee will be paid at the step appropriate to the previous time in the lower classification.

Section 18.6 If the City creates new or changed job classifications or duties not set forth in current job descriptions, the City and Chapter shall negotiate on the appropriate rates for such classifications or new duties before the implementation of any changes. If the parties are unable to agree upon a rate for a new or changed classification, interest arbitration will be used.

Section 18.7 Where new types of equipment or procedures are instituted resulting in new or changed job classifications not established by this Agreement, the City and Chapter shall meet and confer on the appropriate rates for such classifications.

ARTICLE 19 **EDUCATION PAY**

Section 19.1 Education and Certification Pay.

- A. All costs to obtain and maintain required licensing or certification shall be paid by the City. All training conducted in accordance with this section shall be considered as duty time.
- B. Commissioned employees through the rank of sergeant who obtain an Alaska Police Standards Council (APSC) certificate shall receive an adjustment of \$1,250.00 for an Intermediate Certificate and \$2,750.00 for an Advanced Certificate, added to the employee's basic wage starting on the next following paycheck, after issuance by APSC.

Section 19.2 With prior approval of the Department Head, employees who are continuing their education by attending college on their off-duty time where they majored in criminal justice, administration of justice, or related approved fields of study, will be

reimbursed by the City for tuition, books, and other costs of education upon the successful completion of the course and upon the presentation of a documented expense account. Successful completion of the course shall mean the conclusion of any quarterly or semester course in any subject directly related to the obtaining of the degree in the major above stated or the equivalent thereof with a grade of "C" or better.

Section 19.3 Members, with prior approval from the Department Head, may be reimbursed for tuition and books for successful completion of courses or seminars which relate directly to the member's current job classification.

Section 19.4 It is the object of the City to keep Employees up to date on current practices of their profession. Each Lieutenant shall attend, at City expense up to a maximum of \$1,500.00 direct cost (airfare, hotel, per diem, course material), at least one work-related seminar or training course of the employee's choice every calendar year.

Section 19.5 Administrative Compensation. Lieutenants, regardless of assignment, shall receive compensation for advanced educational incentive pay in the amount of \$3000.00 annually, paid the second payroll of the year.

Section 19.6 Commitment to Professional Development. The parties recognize that the City operates in a constrained fiscal environment. The City and the Association will continue working together to identify training opportunities for employee professional development.

ARTICLE 20

ADMINISTRATION OF PAY

Section 20.1 Pay for Working in a Higher Classification. Temporarily Working Out Of Class and Acting Appointments. Any Employee who is assigned by the Department Head the responsibilities and the duties of a classification for more than (1) one hour, other than that in which the Employee normally holds, shall be paid at the highest classification's rate when filling said position. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, shall continue to be paid at the rate the Employee normally receives. Members will not be required to work outside their classification for a consecutive period beyond six (6) months in a calendar year unless otherwise agreed between the City and the Association.

Section 20.2 Show Up Pay.

- A. Employees reporting to work on overtime and not put to work shall receive two (2) hours pay at their regular rate unless notified not to report at the end of their previous work day.
- B. When Employees are required to show up and a "standby" is issued because of possible emergencies, temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period and the finishing time shall not be extended to make up for lost time.
- C. Nothing in this agreement bars the City and the Association from agreeing upon a "flex" schedule.

Section 20.3 Schedule Changes. When making Employee schedule changes, the Employer shall notify the Employee of any contemplated change in writing at least seven (7) calendar days prior to the same taking effect. If the Employee is not given at least seven (7) calendar days' notice of the change, the Employee will be paid at the rate of time and one-half (1-1/2) for all hours worked on the first day of the new schedule. Additional hours scheduled prior to an Employee's regular starting time are not schedule changes when the regular work day is also worked. This provision shall not apply to temporary deviations to an Employee's schedule caused by unforeseen circumstances outside the control of the Employer.

ARTICLE 21

EQUIPMENT AND CLOTHING

Section 21.1 City Issued. Employees who are issued equipment for City use shall have that equipment receipted to them and shall be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe or unserviceable, it shall be turned in to the City to be repaired or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment and supplies. Upon termination of employment, each Employee shall return to the City any property of any kind belonging to it.

Section 21.2 Special Clothing. The City agrees to provide work gloves, rubber boots, coveralls, and such other protective clothing for use by members as duties require. A washer, dryer and detergent will be furnished by the Employer for those Employees wishing to launder duty contaminated items of clothing during their off-duty hours. These facilities will be maintained at the Public Works Building.

Section 21.3 Equipment and Clothing Property. Employees shall not be responsible for lost, damaged or stolen property or cargo in cases when the Employee followed department policy in securing, operating, or handling said property or cargo.

Section 21.4 Personal Property. In the event the Department Head approves the use of the Employee's personal property during such Employee's normal duties, the City shall reimburse the Employee for the repair or replacement of said personal property in the event such previously used said personal property becomes stolen or damaged all in accordance with Section 21.3 above.

Section 21.5 Improved Equipment. The City shall make an effort to provide Employees with equipment that will allow the Employee to work efficiently and improve productivity i.e., computers, word processors, vehicles, and all other equipment and instruments necessary to perform the work.

- A. No employee shall be required to operate any equipment which is unsafe. No disciplinary action or other form of discrimination shall be instituted against any employee for questioning whether a piece of equipment is safe.
- B. No non-sworn employee shall drive a patrol car unless it is prominently marked "out of service".

Section 21.6 Cleaning Allowance. Police Department members covered by this Agreement shall receive a cleaning allowance in the amount of sixty-five dollars (\$65.00) per month, except for those complete months when the member is on workers compensation leave or leave without pay, for the life of this Agreement. If the Employee resigns or is terminated, the Employee shall surrender all issue items or cost of such items not surrendered shall be deducted from the Employee's final check.

Section 21.7 Initial Issue Uniforms.

- A. Each commissioned member shall be issued the following City owned property for use:

Police Department

Badges	(1 shirt & 1 flat)
Shirts (Short Sleeve)	3
Shirts (Long Sleeve)	3
Trousers	3

Ties	3
Hat (Summer) w/Rain Cover	1
Hat (Winter)	1
Parka	1
Utility Jacket	1
Raincoat	1
Gloves	1 pair per year
Bullet Proof Vest (Level 2A minimum)	1
Dept. Approved Duty Footwear	\$125/yr. For summer footwear \$150/yr. For winter footwear
Both footwear allowances to be paid in a single disbursement of \$275 in January of each year.	
Gun belt set with Weapon	1
Coveralls*	1 set

All the above items will be replaced by the City on an "as needed" basis to ensure each member has a full complement of issued items in good serviceable condition.

*As required by the Department.

- B. The City shall provide each Commissioned Officer with an approved side arm for use on and off duty. Upon retirement, the Commissioned Officer will be presented with his/her sidearm and badge.
- C. All non-uniformed commissioned officers and uniformed civilian employees shall be given up to \$500.00 reimbursement per year to maintain/replace approved clothing for their on duty use.
- D. The Department will pay each commissioned officer \$150.00 in January of each year for incidental purchases of duty equipment.

ARTICLE 22

FILLING OF VACANCIES

Section 22.1

- A. Promotion/transfer - When a vacancy occurs or a new position is established within the Bargaining Unit for which there is no one on the layoff list, the parties agree

that the vacancy shall be filled from among bargaining unit members if a qualified member applies.

B. The parties understand and agree that all City employees shall be engaged and promoted solely on the basis of merit and fitness. The City shall maintain an equitable examination process to assist in determining applicant qualifications. Applicants will be required to pass a professionally prepared examination. Examinations shall be practical in character and shall relate to the duties and responsibilities of the position for which the applicant is being examined and shall fairly test the relative merit and fitness of persons examined to perform the duties of the position to which they seek appointment. Examinations may be composed of written examinations, assessment centers, oral examinations, physical examinations, psychological evaluations, training and experience, or any combination thereof, provided that any component of the examination process shall be applied uniformly among applicants at each stage of the evaluation process. The applicant's training, experience and previous work experience shall be considered.

Section 22.2 Vacancy announcements shall specify the position's opening date, the date the notice was posted, the job description and title, and other pertinent information concerning the closing date. A copy of all such notices relative to positions within the coverage of this Agreement shall be posted on the Association bulletin board.

Section 22.3 Applications are to be accepted for vacant or newly created positions within the bargaining unit. They shall be made in writing on regular application forms. The announcement from the Personnel Office will state instructions for their acceptance.

Section 22.4 When a vacancy occurs or a new position is established, the Department Head shall give first preference to the promotion or transfer of any member from within the Police Department. The announcement shall be circulated and members shall indicate, in writing, of their desire to apply for the position. All interested employees who possess the requisite qualifications, as listed in the job description, will receive an interview prior to the commencement of further recruitment. Employees offered and accepting a promotional opportunity will be placed at the entry-level step or such other step of the higher range that will provide an increase in salary. The length of service will remain unbroken and all accrued benefits shall remain unchanged. A new classification seniority date shall apply from the date of entry into the new position.

Section 22.5 Bargaining unit members who have completed their initial probationary period shall have the right to compete for any vacancy within the Bargaining Unit for which they may be qualified. All accrued benefits and length of service shall remain unbroken.

Section 22.6 Consistent with Section 18.4, regular bargaining unit employees seeking promotional or lateral transfer or transfers to a different class within the same salary range or a voluntary demotion to class with a lower salary range may apply and compete for open or vacant positions in the bargaining unit.

Section 22.7 Open or vacant positions shall be filled on merit and fitness. In the exercise of the City's discretion in making a promotion, the following guidelines will be observed:

- A. Applicants must meet minimum qualifications in recruitment announcements.
- B. Applicants must satisfactorily pass competitive examinations when applicable.
- C. Performance evaluation reports, if available, will be considered.
- D. Attendance is relevant, and will be considered.
- E. Seniority will govern only when qualifications are equal.
- F. Pre-test qualifications required for the rank of Detective and Sergeant shall be an APSC Intermediate Certificate and two (2) years continuous duty as a certified law enforcement officer.
- G. Pre-test qualifications required for the rank of Lieutenant shall include an advanced certification from the Alaska Police Standards Council, and an equivalent of time-in-rank and/or college education as presently required by City promotional standards.

In the event that no employee applies or meets the qualifications as set forth above, the City may recruit and select from other agencies.

Section 22.8 Promotions within or between all sworn classifications shall be probationary for a six (6) month period during which an employee may be demoted to his previous position.

Section 22.9

- A. Employees in the bargaining unit on probationary status shall receive written performance evaluations at least monthly and at the completion of the probationary period. Regular employees, upon request, shall have an evaluation at least annually.

- B. Any employee dissatisfied with a written evaluation may make a written rebuttal to it which shall become a part of the evaluation record.

ARTICLE 23 **PERSONNEL RECORDS**

Section 23.1 The City Mayor shall provide for the maintenance of a personnel file which includes those documents which reflect an individual's complete status as an employee from date of hiring to termination. Only one such file shall be maintained by the City.

Section 23.2 The personnel file includes employee's employment application, reports of medical examinations, reports of results of employment investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefits forms. The personnel file shall not contain any documents reflecting any "false positive" drug/alcohol test results, or administrative investigations which result in a finding of "unsubstantiated," "exonerated," "unfounded," or "withdrawn".

Section 23.3 An individual employee shall have access to his/her personnel file, or to any closed AI file or to any information pertaining to the employee which is maintained in the personnel file, at any reasonable time. Such personnel files may be inspected by the Department Head. The City shall specify which personnel and why they need access. Efficiency reports may be retained by the Department Head or designee for purposes of evaluation. A member shall have the opportunity to comment upon any adverse materials in the member's personnel file.

Section 23.4 Except for oral reprimands and written counseling forms, a record of disciplinary actions must be contained in the employee's personnel file.

Section 23.5 Nothing in this agreement shall prevent supervisors from maintaining and utilizing Individual Critical Incident Files for evaluation purposes. Specifically, these files may contain prior evaluations, notes of observations and information including favorable and unfavorable remarks reflecting on the employee's duty performance during the reporting period under evaluation.

Section 23.6 A record of the following disciplinary actions shall be placed in the employee's personnel file:

- A. written reprimands;
- B. suspension without pay;

- C. involuntary transfer;
- D. demotion; and,
- E. all administrative and criminal investigations, formal or informal which result in disciplinary action against the employee

Section 23.7 Except for Critical Incident File maintained by member's supervisors and maintained by the Department, no other disciplinary, personnel, or private files shall be maintained by the City without permission from the employee and the Association.

Section 23.8 Documents reflecting disciplinary action contained within a member's personnel file which are dated five (5) years or older, shall not be examined nor considered for use at subsequent disciplinary or promotional proceedings. Access to such documents shall be limited as provided for in Section 3 of this Article.

Section 23.9 Documents reflecting citizen complaints shall not be maintained in the personnel file unless investigated and sustained.

Section 23.10 Any item removed from the personnel files shall be forwarded to the employee.

Section 23.11 Time Cards Time cards of Employees shall not be changed without the approval of and consulting with the Employee involved. Copies of the Employee's time cards shall be made available by the Employer for inspection by the Employee or PSEA Representative upon twenty-four (24) hours' notice by the Association.

ARTICLE 24

MANUAL OF DIRECTIVES

Section 24.1 A Manual of Policy & Procedure shall be maintained and made accessible to each employee of the Department.

Section 24.2 The Department shall issue proposed directives thirty (30) days in advance of their effective date. Any changes that affect a mandatory subject of bargaining shall be held in abeyance unless the right to negotiate is waived by the Association in writing or inaction after a reasonable period of time, or the negotiations do not result in an agreement between the parties.

ARTICLE 25

TRAVEL AND PER DIEM

Section 25.1 Official Travel Outside City of Fairbanks. It is the intent of this section to provide reimbursement for actual and necessary expenses incurred by bargaining unit members because of travel on City business/duty. The per diem rate shall be forty (\$40.00) per day, and shall be adjusted upward to match any higher amount set by the City Code. In addition to per diem and hotel reimbursement, members shall be reimbursed for ground travel expenses and other incidental expenses upon the presentation of receipts. Employees may receive travel advances for anticipated travel expenses, when requested in advance. Per diem rates shall be based on eight (8) hour days. Time less than four (4) hours shall be considered half days and the member shall receive \$25.00. Time shall begin when the employee leaves his/her home on City business/ duty and shall end when returning home. Per diem shall not apply to periods of annual leave.

Section 25.2 Use of Personal Vehicles. Employees are not authorized or obligated to use their privately owned vehicles for City business unless expressly authorized to do so by the Department Head or his designee for official business; reimbursement for such use shall be at the IRS mileage reimbursement rate in effect on the date of travel. The City will repay the member for reasonable loss, including damages resulting from such use so long as the loss was not the result of gross negligence, recklessness or intentional misconduct.

ARTICLE 26 **ORAL OR WRITTEN AGREEMENT**

Section 26.1 No member covered by this Agreement shall be asked or required to make any written or oral agreement which may in any way conflict with this Agreement.

Section 26.2 No member covered by this Agreement shall ask or require the City to make any written or oral agreement which may in any way conflict with this Agreement.

ARTICLE 27 **TEMPORARY HIRES**

Section 27.1 "Non-permanent employee" in this Agreement is defined as a temporary hire not to exceed six (6) months.

Section 27.2 It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to regular positions in the Association. The City and the Association now agree that all determinations concerning the terms and conditions

of temporary employment shall be made independently by the City except as provided for in this section or as specifically provided for in subsequent sections of this Agreement. The parties agree that there will not be a concerted effort to abuse the hiring and utilization of temporaries.

Section 27.3 An employee may be employed in a temporary position for a maximum of 1,040 hours per each twelve-month period; however, a temporary period of employment may be extended by mutual agreement of the parties to this Agreement. All City records relating to hours worked of temporary employees shall be open for Association inspection. The City shall state in writing at the initial hiring specifically if the employee is considered a regular or temporary employee.

Section 27.4 Temporary employees shall not be entitled to paid personal leave, holiday pay or other benefits enjoyed by regular employees. All temporary employees shall be compensated on an hourly basis for actual work performed. In lieu of benefits, temporary employees shall receive an additional compensation of fifteen percent (15%) above the starting wage rate. Seniority will accrue pro-rata based on hours of service. Breaks will be pro-rated dependent on the number of hours in a shift.

Section 27.5 Temporary hires will only be assigned overtime after the City offered the overtime to regular Association members of the same classification.

Section 27.6 The City may utilize temporary hires as needed in accordance with Article 10, WORK RULES.

Section 27.7 All hours worked over forty (40) hours per week by temporary employees shall be considered overtime and payable at one and one-half (1.5) times the rate of pay as set in Article 18, Section 3.

ARTICLE 28

PART-TIME EMPLOYEES

Section 28.1 A "Part-Time employee" is a permanent who works less than thirty (30) hours a week, including the employment of two (2) persons to fill one (1) regular full-time position.

Section 28.2 The City and the Association recognize the need to hire part-time employees in positions similar in duties and requirements to regular positions in the Association. The City and the Association agree that all determinations concerning the terms and conditions of part-time employment shall be made independently by the City

except as provided in this Agreement. The City will not abuse the hiring and utilization of part-time employees.

Section 28.3 All employer records relating to hours worked of part-time employees shall be open for Association inspection.

Section 28.4 Part-time employees shall not be entitled to paid personal leave, holiday pay or other benefits enjoyed by regular employees. All part-time employees shall be compensated on an hourly basis for actual work performed. In lieu of benefits, part-time employees shall receive an additional compensation of fifteen percent (15%) above the starting wage rate. Seniority will accrue pro-rata based on hours of service. Breaks will be pro-rated dependent on hours of service.

Section 28.5 Part-time hires will only be assigned overtime after the City has offered overtime to regular Association members of the comparable Association classification.

Section 28.6 The City may utilize part-time hires as needed in accordance with Article 10, WORKRULES.

Section 28.7 All hours worked by part-time employees over forty (40) hours per week shall be considered overtime and payable at one and one-half (1.5) times the rate of pay as set forth in Article 18, Section 3, above.

ARTICLE 29 **MISCELLANEOUS**

Section 29.1 All prior letters of agreement and understanding to the prior agreements shall be deleted unless re-signed again after the effective date of this agreement though the parties agree that certain LOAs shall be continued by mutual agreement if not otherwise incorporated specifically within this Agreement.

Section 29.2 In the case of any difference or conflict between the provisions of this agreement and the provisions of the Fairbanks Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement shall govern. In the event that any portion of this Agreement is found by a court to be invalid, the provisions of Article 5, Section 3, shall apply. Only during any interim period between such finding of invalidity and subsequent Agreement shall the Fairbanks Personnel Ordinance Code govern.

Section 29.3 No individual from outside the Fairbanks Police Department will be used to perform duties that consist of part of, or all of the duties of Association members, without prior approval of the Association. This section does not prohibit shared operations with other law enforcement agencies, police reserves, and contractual employment of temporary staff for background checks, police topic instructors, and consultants. Reserve members shall meet the pre-employment requirements of a non-commissioned member.

Section 29.4 Notwithstanding any other agreements previously in effect, this Agreement constitutes the entire agreement between the City and the Association, and no verbal statements shall supersede any of its provisions. This agreement constitutes the sole and complete agreement between the City and the Association, and embodies all the terms and conditions governing the employment of the members of the Association. Any proposed changes affecting the employee's wages, hours, or other terms and conditions of employment shall be negotiated prior to implementation. Both sides have had the opportunity to raise other issues, but have chosen not to do so. In addition, both sides have abandoned issues that were discussed but not incorporated into this agreement. Topics that were raised but not incorporated, abandoned, overlooked, or not addressed in this contract have no legal effect on the parties.

Section 29.5 Subject to the terms of Addendum No. 2, in the event the Fairbanks City Council does not fully fund the monetary terms of this agreement, PSEA will not offer health care coverage for Fairbanks FFA members as provided at Article 9, section 2.

ARTICLE 30

DEFINITION OF TERMS

Words used within this Agreement shall have their ordinary meaning unless they are recognized "terms of art" or fall within the express definitions hereinafter described:

- A. "Anniversary Date" of hire shall mean the date at which an employee has completed a service year of fifty two (52) weeks of paid service. Unless otherwise provided for herein, anniversary dates will be delayed to reflect non-paid absences.
- B. "Bargaining Unit" in this Agreement means all employees represented by the PSEA working in classifications listed at Article 15.
- C. "Base rate" shall mean the minimum contract rate for a classification.

- D. (reserved)
- E. "City" means the City of Fairbanks, Alaska.
- F. "Classification" (verb) is the act of grouping positions in classes with regard to:
- 1) duties and responsibilities;
 - 2) requirements as to education, knowledge, experience and ability;
 - 3) tests and fitness; and,
 - 4) ranges of pay.
- G. "Classification" or "class" (noun) is the resulting designation of one or more position into a single grouping.
- H. "Day(s)" as used in this Agreement providing time constraints on the parties means calendar days, exclusive of holidays unless otherwise specified herein.
- I. "Department" means the Fairbanks Police Department or Fairbanks Emergency Communications Center, or any subsequently formed department which includes Police/Dispatch functions, likewise, "Department Head" shall refer to the person designated to have administrative authority over the Police/Dispatch functions, whether that person be denominated as "Department Head" or otherwise .
- J. "Duty Day" means any day on which a member is assigned to work a shift.
- K. "Emergency Situation"; The normal and accepted meaning, however, this does not include routine manpower shortages.
- L. "Employee" has the same meaning as "member," *infra*.
- M. "Employer" means the City of Fairbanks, Alaska.
- N. "FGC" means the Fairbanks General Code.
- O. "Holiday Rate" means two and one half times basic rate of pay plus applicable shift differential.
- P. "Member" in this Agreement means an employee who holds probationary, or

permanent status, working in a job class that has been designated by the City, who holds membership in the Association; except where the circumstances so indicate, "member" and "employee" are used interchangeably in this agreement.

- Q. "Non-permanent Employee" in this Agreement is defined as a temporary hire not to exceed six (6) months.
- R. "Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other work-related material pertaining to that person that is kept in that file.
- S. "Police Officer Recruit" refers to employees hired within the entry level position that is divided into three components for pay purpose as follows: the compensation rate for "Police Officer Recruit I" is paid from the date of hire through completion of the Police Academy; "Recruit II" pay is paid from the date of completion of the academy through successful completion of Field Training; and, "Recruit III" pay is paid from the successful completion of Field Training through the successful completion of probation. Upon completion of probation, employees will be moved to the appropriate Police Officer pay step based upon the date of hire.
- T. "Promotion" shall be the change of an employee from one class to another which will provide an increase in salary or which has a higher maximum base rate of pay.
- U. "Shift" means the normally scheduled work hours on a duty day.
- V. "Tour" is a four month shift assignment.
- W. "Transfer" in this Agreement means the voluntary or involuntary assignment or reassignment of a member's work area or duty assignment.

ARTICLE 31
EXECUTION OF AGREEMENT

THIS AGREEMENT, CONSISTING OF ____ PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON July 18, 2011 AND BY THE MEMBERSHIP OF THE ASSOCIATION ON _____. AGREEMENT UPDATED 12/23/11

CITY OF FAIRBANKS

PUBLIC SAFETY EMPLOYEES
ASSOCIATION

Jerry Cleworth,
Mayor, City of Fairbanks

Date

Jake Metcalfe,
Executive Director, PSEA

Date

Laren Zager
Chief of Police

Date

Eric Jewkes
Chapter Chair

Date

Patrick B. Cole,
Chief of Staff

Date

Dave Duncan
Chapter Vice-Chair

Date

Stephanie Johnson
FECC Manager

Date

Matt Soden, Negotiator

Date

Addendum No. 1
FECC 12-Hour Schedule Work Rules

A mutually agreeable alternative, for FECC (dispatch) to the normal five (5) day, eight (8) hour work week, or four (4) day, 10 hour work week shall be:

The work week shall consist of an alternating schedule of three (3) 12 hour consecutive work days, followed by 4 consecutive days off, and three (3) 12 hour work days combined with one (1) 8 hour work day, followed by 3 consecutive days off.

Each member will be afforded at least two consecutive days off on their four day weekend.

Employees working their long week (three 12-hour shifts and one 8-hour shift) will be given the opportunity to choose which day they would like their short day to be during the shift bid process. This will be based upon seniority. The 4-hour block not worked will either be at the beginning of the shift or the end of the shift; but not allowed in the middle. Any alterations to this will require prior approval by the Shift Lead or Dispatch Center Manager. Approval to alterations is dependent on staffing, training, etc.

Shift preference will be bid in accordance with CBA Article 10, Section 3.

There will be a total of 4 shift leads, with one being assigned to each shift.

Employees will receive at least eight (8) hours of straight pay for each holiday. If a member is directed to not work a holiday, the City will credit them straight time pay commensurate with their normal work shift. If the employee works on the holiday they will be paid the Holiday Rate for regular scheduled hours worked. Hours worked in excess of the normal work shift shall be paid at the basic rate, plus shift differential multiplied by two (2).

Dispatchers are considered subject to recall to work on their breaks and shall be considered in on-duty pay status during the break. Dispatchers must remain in the building during their breaks as they are subject to recall.

Meal Break - One (1) meal break of thirty (30) minutes shall be allowed midway on each shift. Additional Meal Break – Employees shall be paid ten dollars (\$10.00) in meal compensation if they worked two (2) hours beyond their scheduled shift. An employee will be given meal compensation if working at least ten (10) consecutive hours on a regular day off.

Relief Breaks – Employees shall be afforded three (3) relief breaks of fifteen (15) minutes to be taken evenly throughout their shift.

Except in the case of emergencies or life-threatening situations, no member may routinely work more than (14) fourteen consecutive hours if other employees are available.

Any hours which a member is required to work during their 4 day weekend, which prevents the employee from having 48 consecutive hours off, will be paid at two times the hourly rate of pay, plus applicable shift differential.

Because the 12 hour work schedule has members working 36 hours one week and 44 hours the next. Hours worked after the members regularly scheduled hours for the week will be paid at the appropriate overtime rate.

Call taker positions are a dispatch department position; however, they will remain on a 5 day 8 hour work schedule.

**Addendum No. 2
Settlement Agreement**



MEMORANDUM

Ordinance 5851

Ordinance 5851, including all TA's is adopted subject to the following agreement:

1. This agreement is subject to ratification by PSEA members.
2. If the City fully funds Arbitrator Krebs' award for 2011,
 - a. The Council may elect to fully or partially award the terms of Krebs award, following agreed-upon reopened negotiations, regarding wages and benefits only (not productivity items) in 2012 and 2013 and PSEA waives right to grievance or interest arbitration on this subsection.
 - b. PSEA will offer health care coverage to FFA employees for 2011 through 2013. The City is free to move FFA employees to other plans at any times.
 - c. PSEA bargaining team supports a change from the current 4-10 schedule to a combination of 12 and 8 hours shifts for a one year try out after which either party is free to return to the new CBA terms.
 - d. City and PSEA withdraw all pending ULPs/grievances related to this replacement contract and provision of PSEA health care to FFA members.
3. This memorandum will be attached to and made a part of the ratified agreement.

Dated this 18th day of July, 2011.

PSEA

City of Fairbanks

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