



FAIRBANKS CITY COUNCIL
AGENDA NO. 2011-12
REGULAR MEETING June 27, 2011
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

REGULAR MEETING

I 7:00 P.M.

1. ROLL CALL

2. INVOCATION

3. FLAG SALUTATION

4. CITIZENS COMMENTS, oral communications to Council on any item not up for Public Hearing. Testimony is limited to five (5) minutes. Any person wishing to speak needs to complete the register located in the hallway. Normal standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, kindly silence all cell phone, electronic and messaging devices.

5. APPROVAL OF AGENDA AND CONSENT AGENDA

(Approval of Consent Agenda passes all routine items indicated by an asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda).

6. APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of May 23, 2011

b) Regular Meeting Minutes of June 6, 2011

7. SPECIAL ORDERS

8. MAYOR'S COMMENTS AND REPORT
9. UNFINISHED BUSINESS
 - a) Ordinance No. 5851 – An Ordinance to Approve the Monetary Terms of the Arbitrator's Opinion and Award in the Matter of the City of Fairbanks and the Public Safety Employees Association Local 803. Introduced by Council Members Eberhart and Matherly. SECOND READING AND PUBLIC HEARING.
10. NEW BUSINESS
 - *a) Resolution No. 4475 – A Resolution Authorizing the City of Fairbanks to Request Funds from the Alaska Division of Homeland Security and Emergency Management Under the FY2011 Homeland Security Grant Program. Introduced by Mayor Cleworth.
 - *b) Ordinance No. 5852 – An Ordinance Authorizing Restructure of the Fairview Manor Land Sale Loan Due to the City, to Assist Construction of the Raven Landing Community Center. Introduced by Mayor Cleworth.
11. DISCUSSION ITEMS (INFORMATION AND REPORT)
 - a) Committee Reports
12. COMMUNICATIONS TO COUNCIL
13. COUNCIL MEMBERS' COMMENTS
14. CITY ATTORNEY'S REPORT
15. CITY CLERK'S REPORT
16. EXECUTIVE SESSION: Whorton and Hutton Litigation
17. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, MAY 23, 2011
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 7:00 p.m. on the above date, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jerry Cleworth presiding and with the following Council Members in attendance:

Council Members Present: Vivian Stiver, Seat A
Chad Roberts, Seat B
Bernard Gatewood, Seat C
Jim Matherly, Seat D
Emily Bratcher, Seat E

Absent: John Eberhart, Seat F - Excused

Also Present: Patrick B. Cole, Chief of Staff
Warren Cummings, Fire Chief
Paul Ewers, City Attorney
Janey Hovenden, City Clerk
Stephanie Johnson, Dispatch Center Manager
Ernie Misewicz, Assistant Fire Chief
Ryan Rickels, IT Director
Michael J. Schmetzer, City Engineer
Tony C. Shumate, Director Personnel/Purchasing/RM
Steve Shuttleworth, Building Official
Laren Zager, Police Chief

INVOCATION

The Invocation was given by City Clerk Janey Hovenden.

FLAG SALUTATION

Mayor Cleworth led the Flag Salutation.

Mayor Cleworth presented a Proclamation to Steve Shuttleworth and Representative Tammy Wilson presented a State Citation to Donna Gilbert.

CITIZEN'S COMMENTS

Helen Renfrew, 4097 Yvonne Road, Fairbanks. Ms. Renfrew presented a certificate of appreciation to Bob Koslik.

Sean McGuire, 351 Cloudberry Lane, Fairbanks. Mr. McGuire spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Douglas Yates, Box 221, Ester. Mr. Yates spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Donna Gilbert, 2223 So. Cushman St, Fairbanks. Ms. Gilbert spoke highly of the City's emergency personnel; including the dispatchers, fire, and police.

Coert Olmsted, 351 Cloudberry, Fairbanks. Mr. Olmstead spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Tonya Brown, PO Box 84872, Fairbanks. Ms. Brown spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Lou Brown, 2630 Home Run, Fairbanks. Ms. Brown spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Ed Davis, 3110 Bunchberry, Fairbanks. Mr. Davis spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Sharon Alden, 159 Kniffen Rd., Fairbanks. Ms. Alden spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Torie Foote, PO Box 80768, Fairbanks. Ms. Foote spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

David van den Berg, 332 Slater Dr., Fairbanks. Mr. van den Berg spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply. He also spoke in favor of Ordinance 5850, regarding the conveyance of the J.P. Jones Community Development Center. Mr. van den Berg spoke about a Borough Ordinance regarding the new Vision Fairbanks plan and the expansion to the borders patrolled by the Community Service Patrol.

Frank Turney, 201 7th Ave. Fairbanks. Mr. Turney thanked Ms. Gilbert for her work in support of the City over the years. Mr. Turney spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply. Mr. Turney asked for information regarding the procedures for confiscation and destruction of marijuana seized by the police.

Gloria Desroscher, 114 Cowles St., Fairbanks. Ms. Desroscher spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Lee Despain, 1006 Fourth Ave., Fairbanks. Mr. Despain spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

Victor Buberger, PO Box 58192, Fairbanks. Mr. Buberger questioned whether the Council would be reviewing the appeal process for chauffeur licenses. He spoke of the new grievance council formed by the Downtown Association of Fairbanks and asked that the word get out to the public. He questioned Officer Dupee's connection with the company performing drug testing.

David Lerman, PO Box 70111, Fairbanks. Mr. Lerman spoke to fluoride and asked that the Council allow the people to vote on the issue. Mr. Lerman asked that a task force be formed to address the hydronic heater issue and self-generating heated bus stops.

Peggy Despain, Chena Ridge Road, Fairbanks. Ms. Despain spoke in favor of Ordinance No. 5849, prohibiting the addition of fluoride in the water supply.

APPROVAL OF AGENDA AND CONSENT AGENDA

Ms. Bratcher, seconded by **Mr. Matherly**, moved to APPROVE the Agenda and Consent Agenda.

Mayor Cleworth called for objection and, hearing none, so ORDERED.

City Clerk Hovenden read the Consent Agenda into the record.

APPROVAL OF PREVIOUS MINUTES

a) Meeting Minutes of May 9, 2011.

PASSED and APPROVED on the CONSENT AGENDA.

MAYOR'S COMMENTS AND REPORT

Mayor Cleworth stated that staff is working on possible modifications to the Code regarding chauffeur licensure and the appeal process. **Mayor Cleworth** spoke to the status of a capital request of \$300,000 for breathing apparatus is still before the legislature. He also mentioned a onetime additional revenue sharing allotment of \$551,000. **Mayor Cleworth** indicated that there are outstanding issues regarding the J.P. Jones Center, Ordinance No. 5850, and would provide additional details as the grant requirements are reviewed.

Chief Cummings, at the request of Mayor Cleworth, provided a report on two weekend fires: the Sunset Strip fire and the 23rd Avenue wild fire.

UNFINISHED BUSINESS

a) ORDINANCE NO. 5847 – An Ordinance Authorizing Lease of the “Chena Building” from the City to the Early College of Alaska, Inc. Introduced by Mayor Cleworth.
SECOND READING AND PUBLIC HEARING.

Mr. Matherly, seconded by **Ms. Bratcher**, moved to ADOPT Ordinance No. 5847.

Mayor Cleworth called for Public Testimony.

Ms. Torie Foote shared her support for the adoption of Ordinance No. 5847 as well as the benefits from a partnership between the City and the Early College of Alaska.

Mr. Steve Levey, APC Chairperson, asked the Council to support Ordinance No. 5847. He expanded on the lasting performance and success of the school in the states and its benefits to the local community and young people.

Ms. Lou Brown spoke to the charter school and its successes. She indicated that the opportunity for a small school environment for kids in Fairbanks is exciting.

Mr. Matthew McCormick, APC Member, asked the Council to support Ordinance No. 5847.

Ms. LaLaunie Whisenant spoke in favor of Ordinance No. 5847.

Ms. Jackie Richard spoke in favor of Ordinance No. 5847.

Ms. Kathryn Dodge spoke in favor of Ordinance No. 5847.

Mr. David van den Berg spoke in favor of Ordinance No. 5847, and stated that the Downtown Association of Fairbanks supports the partnership.

Mr. Keith Richard spoke in favor of Ordinance No. 5847.

Hearing no more requests for public comment, **Mayor Cleworth** declared Public Testimony closed.

Mr. Roberts spoke to the unique opportunity for students having a local charter school available. He stated that the Early College of Alaska would be a great tenant and it would make a great partnership. He spoke about modifying the lease. He explained the complexities involved in the right of first refusal in a lease.

Mr. Gatewood relayed his hesitation with the school; speaking to drop out rates among young people. He indicated he was not thrilled with the rent-free clause for the first year of the lease.

Ms. Stiver questioned whether the City wanted to engage in renting property versus selling property.

Mr. Roberts, seconded by **Ms. Bratcher**, moved to AMEND Ordinance No. 5847, by Striking Section 23. Right of First Refusal in Exhibit B, Real Estate Lease.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 5847, AS FOLLOWS:

YEAS: Gatewood, Roberts, Matherly, Stiver, Bratcher

NAYS: None

Mayor Cleworth declared the MOTION CARRIED and
ORDINANCE NO. 5847, AMENDED.

Mayor Cleworth spoke to the maintenance clause in the lease agreement.

Ms. Stiver, seconded by **Mr. Gatewood**, moved to AMEND Ordinance No. 5847, by Striking the word “routine” in the first line of Section 11.2 Maintenance.

Mr. Roberts indicated that it is not practical in this case to ask Early College of Alaska to perform all maintenance. He explained that ECA could not handle the financial impact of all maintenance of the building.

Ms. Bratcher concurred with Mr. Roberts.

Ms. Stiver indicated that the amendment would elevate what may define “routine” and ECA would then handle all maintenance.

Mayor Cleworth explained that discussions were had at a finance committee meeting regarding maintenance.

Based on Ms. Stiver’s question, Mr. Ewers explained that the second reference to “routine” is appropriate. He explained that elimination of the first reference to “routine” maintenance would reduce the possibility of confusion.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 5847, AS FOLLOWS:

YEAS: Matherly, Bratcher, Roberts, Stiver, Gatewood

NAYS: None

Mayor Cleworth declared the MOTION CARRIED and ORDINANCE NO. 5847, as AMENDED, is AMENDED.

Mr. Matherly expressed his excitement for the endeavor. He indicated that the impact for the City would be great.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 5847, AS AMENDED, AS FOLLOWS:

YEAS: Gatewood, Stiver, Bratcher, Matherly, Roberts

NAYS: None

Mayor Cleworth declared the MOTION CARRIED and ORDINANCE NO. 5847, as Amended ADOPTED.

NEW BUSINESS

- a) RESOLUTION NO. 4472 – A Resolution to Apply for Funding from the Alaska Division of Homeland Security and Emergency Management for Fiscal Year 2012 Local Emergency Planning Committee (LEPC) . Introduced by Mayor Cleworth.

PASSED and APPROVED on the CONSENT AGENDA.

- b) RESOLUTION NO. 4473 – A Resolution Authorizing the City of Fairbanks to Request FY12 Funds from the Alaska Highway Safety Office for a Medium Duty Ambulance in the Amount of \$130,000. Introduced by Mayor Cleworth.

PASSED and APPROVED on the CONSENT AGENDA.

- c) ORDINANCE NO. 5848 – An Ordinance to Repeal Article VI of Chapter 14 Pawnbrokers. Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

- d) ORDINANCE NO. 5849 – An Ordinance Amending FGC 82-1 to Prohibit the Addition of Fluoride in Community Water Systems. Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

- e) ORDINANCE NO. 5850 – An Ordinance Authorizing Conveyance of the J.P. Jones Community Development Center to the Interdenominational Ministerial Alliance of Fairbanks. Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

DISCUSSION ITEMS

- a) Committee Reports

FMATS. Mr. Roberts provided a brief report.

FNSB. Ms. Stiver reported provided a brief report.

COMMUNICATIONS TO COUNCIL

- a) Public Safety Commission's Request for Permission to Convene into an Executive Session

Mayor Cleworth explained that the PSC must request permission to convene into executive session per the Code. He stated that that this section of Code needs to be reviewed because it also states that all public safety grants are to be reviewed by the Committee prior to the Council and, due to time constraints, that has not been happening.

Based on Mr. Roberts' question, Mr. Ewers explained that Mr. Burglin had been attending the meetings and would be present for the session. He indicated that the topics of discussion would be: a potential conflict of interest involving a business enterprise owned in-part by a police officer and the incident at Kodiak Jack's. Mr. Ewers indicated that the topics may not qualify for executive session.

Ms. Stiver stated that until the internal investigation is complete, the PSC should not be discussing the Kodiak Jack's issue.

Mr. Gatewood indicated that he would like to hear Mr. Eberhart's thoughts before deciding because he is the council member sitting on the commission.

COUNCIL MEMBERS' COMMENTS

Ms. Stiver spoke about stolen property and local pawnshops. She stated that pawnshops should be required to obtain information from the seller of items for anything over \$100.00.

Based on Ms. Stiver's question, **Mayor Cleworth** explained how tickets are issued by the Fairbanks Parking Authority and private parking lot signage.

Ms. Stiver asked Mr. Matherly to look into proper signage in private parking lots.

Based on Ms. Stiver's questions, **Mayor Cleworth** explained that asbestos removal in the Polaris Building is an issue and total costs have not been identified yet.

Mayor Cleworth reported on the status of the road work in front of the J.P. Jones Center.

Ms. Stiver reported that the bed tax committee would be meeting to discuss Code changes.

Mayor Cleworth stated that under State law there are rules and regulations regarding second hand store purchases.

Mr. Roberts spoke about the various walking events around town.

Mr. Gatewood spoke to various sporting events in the community.

Ms. Bratcher expressed hope that the Early College of Alaska would be successful.

Mr. Matherly spoke to a recent breakfast event and the enthusiasm and support it received.

Mr. Roberts, seconded by **Ms. Stiver**, moved to go into Executive Session for the purpose of discussing PSEA Labor Negotiations.

Mayor Cleworth called for objection and, hearing none, so ORDERED.

Mayor Cleworth called for a five minute recess.

EXECUTIVE SESSION

a) Labor Contract Negotiations

The City Council met in Executive Session to PSEA labor negotiations and instructions were given to staff.

ADJOURNMENT

Mr. Roberts, seconded by **Mr. Matherly**, moved to ADJOURN the meeting.

Mayor Cleworth called for objection and, hearing none, so ORDERED.

Mayor Cleworth declared the Meeting adjourned at 11:05 p.m.

JERRY CLEWORTH, MAYOR

ATTEST:

JANEY HOVENDEN, CMC, CITY CLERK

Transcribed by: DO



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, JUNE 6, 2011
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council reconvened at 7:00 p.m. on the above date, after a Work Session on the Status of Property Clean-ups and Abatements, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jerry Cleworth presiding and with the following Council Members in attendance:

Council Members Present: Vivian Stiver, Seat A
Chad Roberts, Seat B
Bernard Gatewood, Seat C
Jim Matherly, Seat D
Emily Bratcher, Seat E
John Eberhart, Seat F

Absent: None

Also Present: Clem Clooten, Building Official
Patrick B. Cole, Chief of Staff
Warren Cummings, Fire Chief
Paul Ewers, City Attorney
Janey Hovenden, City Clerk
Stephanie Johnson, Dispatch Center Manager
Carmen Randle, Controller
Ryan Rickels, IT Director
Michael J. Schmetzer, City Engineer
Tony C. Shumate, Director Personnel/Purchasing/RM
Laren Zager, Police Chief

INVOCATION

The Invocation was given by City Clerk Janey Hovenden.

FLAG SALUTATION

Mayor Cleworth led the Flag Salutation.

CITIZEN'S COMMENTS

Victor Buberger, PO Box 58192, Fairbanks. Mr. Buberger asked the Council for an update on the use of the \$350,000 grant monies obtained for cold cases.

Vicky Hansen, 2525 17th Ave., Fairbanks. Ms. Hansen expressed her concern for the number of property cleanups needed in Fairbanks. She explained that surrounding property values decline.

APPROVAL OF AGENDA AND CONSENT AGENDA

Ms. Bratcher, seconded by **Mr. Matherly**, moved to APPROVE the Agenda and Consent Agenda.

Ms. Stiver pulled Resolution No. 4474 from the Consent Agenda. **Mr. Roberts** pulled Ordinance No. 5851 from the Consent Agenda

Mayor Cleworth called for objection and, hearing none, so ORDERED.

City Clerk Hovenden read the Consent Agenda into the record.

SPECIAL ORDERS

a) The Fairbanks City Council, sitting as a committee of the whole, heard interested citizens concerned with the Appeal of Denied Application for Chauffeur License.

i. Applicant: Jacob S. Bennett

Mr. Roberts, seconded by **Ms. Bratcher**, moved to GRANT Appeal of Denied Application.

Mayor Cleworth called for Public Testimony.

Applicant Bennett provided a brief explanation for the reason for his appeal.

Mr. Buberger asked the Council to review the Code and make changes to include leniency.

Ms. Donna Gilbert reminded the Council that there are laws that regulate this type of request and those laws should be followed.

Mr. Turney encouraged the Council to approve the request. He asked the Council to reduce the 10 year window to a five year window for like situations.

Ms. Pamela Samash encouraged the Council to give Mr. Bennett a second chance and grant the appeal.

Mayor Cleworth declared public testimony closed.

Ms. Stiver indicated she would continue to vote no on these types of requests until the Code is changed.

Mr. Eberhart indicated that the Council has changed how it looks at appeals. He confirmed that revisiting the Ordinance is the key to future actions. He stated that, in comparison, marijuana convictions for possession have been treated more leniently in the past and he would vote in favor of granting the appeal.

Mr. Roberts echoed Mr. Eberhart's comments.

Mr. Matherly echoed Mr. Eberhart's comments. He also acknowledged Ms. Gilbert's comments as a valid consideration.

Mr. Eberhart added that personal use of marijuana is a much different than convictions for the sale of marijuana, two separate and distinct convictions which would weigh on his decision.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO GRANT APPEAL, AS FOLLOWS:

YEAS: Eberhart, Gatewood, Bratcher, Matherly, Roberts
NAYS: Stiver
Mayor Cleworth declared the MOTION CARRIED.

ii. Applicant Stephen T. Lee

Mayor Cleworth called for Public Testimony and, hearing none, declared Public Testimony closed.

No action taken.

MAYOR'S COMMENTS AND REPORT

Mayor Cleworth informed the Council that he received an e-mail from Golden Heart Utilities informing the City that it received approval to discontinue fluoridation, but was not yet sure how to adjust the pH and would look to DEC to help with that issue. **Mayor Cleworth** shared that the two officers assigned to work in the local schools under grant monies are both now on foot patrol in the downtown area. Further, that he has received positive feedback for those efforts. **Mayor Cleworth** invited folks to look at the bleacher renovation work after the meeting as the work is complete. He thanked the Council for approving the work identified as abatements. **Mayor Cleworth** indicated that the City did not get the cold case grant monies as mentioned by Mr. Buberger during public testimony.

UNFINISHED BUSINESS

a) ORDINANCE NO. 5848 – An Ordinance to Repeal Article VI of Chapter 14 Pawnbrokers. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.

Mr. Matherly, seconded by **Ms. Bratcher**, moved to ADOPT Ordinance No. 5848.

Mayor Cleworth called for Public Testimony and, hearing none, declared Public Testimony closed.

Ms. Bratcher reminded the Council that this ordinance was simply a way to get in line with State law.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 5848, AS FOLLOWS:

YEAS: Matherly, Bratcher, Roberts, Stiver, Gatewood, Eberhart
NAYS: None
Mayor Cleworth declared the MOTION CARRIED and
ORDINANCE NO. 5848 ADOPTED.

b) ORDINANCE NO. 5849 – An Ordinance Amending FGC 82-1 to Prohibit the Addition of Fluoride in Community Water Systems. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.

Ms. Stiver, seconded by **Mr. Gatewood**, moved to ADOPT Ordinance No. 5849.

Mayor Cleworth called for Public Testimony.

Dan Kupiszewski, 3451 Shanly St, Fairbanks. Mr. Kupiszewski spoke in support of removal of fluoride in the water supply.

Donna Gilbert, 2223 So. Cushman, Fairbanks. Ms. Gilbert spoke in support of removal of fluoride in the water supply.

Coert Olmsted, 771 Pelican St., Fairbanks. Mr. Olmsted spoke in support of removal of fluoride in the water supply.

Robin Barrett, 108 Duke Way, Fairbanks. Mr. Barrett spoke in support of removal of fluoride in the water supply.

Sean McGuire, Fairbanks. Mr. McGuire spoke in support of removal of fluoride in the water supply.

Pamela Samash, 1617 Bridgewater Rd., Fairbanks. Ms. Samash spoke in support of removal of fluoride in the water supply.

Sylvia Schultz, 1070 Molly Rd., Fairbanks. Ms. Schultz spoke in support of Ordinance No. 5849.

Michael Prax, 1015 Meadow Rue, North Pole. Mr. Prax spoke in support of Ordinance No. 5849.

Sally Stewart, 1224 Rangeview Dr., North Pole. Ms. Stewart spoke in support of removal of fluoride in the water supply.

Nancy Kuhn, 2060 Amy Dyan Rd., Fairbanks. Ms. Kuhn spoke in support of Ordinance No. 5849.

Flyn Ludington, 553 Grandview Ct., Fairbanks. Ms. Ludington spoke in support of removal of fluoride in the water supply.

Don Ross, 2532 Roland Rd., Fairbanks. Mr. Ross spoke in support of removal of fluoride in the water supply.

Frank Turney, 201 7th Ave., Fairbanks. Mr. Turney spoke in support of Ordinance No. 5849.

Victor Buberger, PO Box 58192, Fairbanks. Mr. Buberger spoke in support of Ordinance No. 5849.

Stacy Fritz, 270 Litvins, Fairbanks. Ms. Fritz spoke in support of removal of fluoride in the water supply.

Ryan Tinsley, 270 Litvins, Fairbanks. Mr. Tinsley spoke in support of removal of fluoride in the water supply.

Larry Paquin, 966 Goldmine Trail, Fairbanks. Mr. Paquin spoke in support of removal of fluoride in the water supply.

Anna Gadoon, 570 McFadden, Fairbanks. Ms. Gadoon spoke in support of removal of fluoride in the water supply.

Ed Davis, 3110 Bunchberry Rd., Fairbanks. Mr. Davis spoke in support of removal of fluoride in the water supply.

David Koester, 3751 Old Nenana Hwy, Fairbanks. Mr. Koester spoke in support of Ordinance No. 5849.

Phil Osborn, 1451 Flat Mountain Rd., Fairbanks. Mr. Osborn spoke in support of Ordinance No. 5849.

Martha Rich, 1451 Flat Mountain Rd., Fairbanks. Ms. Rich spoke in support of Ordinance No. 5849.

Richard Hayden, 2930 Saxon Ave., Fairbanks. Mr. Hayden stated that there is no health benefit to ingesting fluoride.

Fran Mauer, 791 Red Pole Lane, North Pole. Mr. Mauer spoke in support of removal of fluoride in the water supply.

Mark Sicoli, 180 Hamilton Way, Fairbanks. Mr. Sicoli spoke in support of Ordinance No. 5849.

Douglas Yates, Box 221, Ester. Mr. Yates spoke in support of removal of fluoride in the water supply.

Mayor Cleworth declared public testimony closed.

Ms. Stiver, seconded by **Mr. Gatewood**, moved to AMEND Ordinance No. 5849 by Making the Effective Date for Removal of Fluoride, July 1, 2011.

Mayor Cleworth explained that removal of fluoride would have an effect on the ph balance of the water.

Mr. Matherly explained that the original date set was to allow GHU time to remove the fluoride.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 5849, AS FOLLOWS:

YEAS: Stiver, Matherly, Gatewood, Bratcher, Eberhart, Roberts

NAYS: None

Mayor Cleworth declared the MOTION CARRIED.

Ms. Bratcher indicated that most of what was heard during public testimony was not substantiated in the Task Force report. She stated that the recommendations in the report included a buy-in by the School District which the Council has no authority to require. Further, that the Borough has not responded. **Ms. Bratcher** indicated that she is not comfortable overriding the position taken by the American Dental Association, the Center for Disease Control, the US Department of Health, and the Alaska Department of Public Health. She stated that she appreciates the work put into the report, but cannot support removing fluoride.

Ms. Stiver indicated that she shared the report with the Borough and it has decided not to comment. She indicated that Health and Social Services does have services for those who have concerns about fluoride and wish to supplement topical applications. She indicated that the Council must provide safe and clean water to the community. **Ms. Stiver** stated that there must be some personal responsibility to getting fluoride.

Mr. Gatewood spoke to the recommendations provided in the report and the problem that they do not carry any teeth, with the exception of recommendation number one. He admitted that he does not personally have a problem with fluoride, but that there is a strong case for removal. **Mr. Gatewood** thanked the Task Force for the commendable work and that the recommendation that was provided should be respected.

Mr. Eberhart shared that he received calls and e-mails in support of removal and advocates for leaving it in. He commended the Mayor for forming the Task Force and thanked the members for the hard work. **Mr. Eberhart** stated that the Task Force did what was asked of them and that it should be respected.

Mr. Matherly indicated that forcing fluoride consumption may not be the best choice. He indicated that the Task Force was charged with a job and that job was done, its decision should be respected. **Mr. Matherly** said it should be up to the person to administer fluoride, not the City of Fairbanks.

Mr. Roberts concurred with the opinions as stated. He thanked the Task Force for the work and would follow the recommendation.

Mayor Cleworth thanked the Task Force for the excellent job and hard work. He stated it was a challenge to find professionals not already biased and willing to serve.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 5849, As Amended, AS FOLLOWS:

YEAS: Roberts, Matherly, Gatewood, Eberhart, Stiver

NAYS: Bratcher

Mayor Cleworth declared the MOTION CARRIED and ORDINANCE NO. 5849, As Amended, ADOPTED.

- c) ORDINANCE NO. 5850 – An Ordinance Authorizing Conveyance of the J.P. Jones Community Development Center to the Interdenominational Ministerial Alliance of Fairbanks. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.

Mr. Matherly, seconded by **Ms. Bratcher**, moved to ADOPT Ordinance No. 5850.

Mayor Cleworth identified the changes in the amended version.

Mr. Gatewood, seconded by **Mr. Matherly**, moved to SUBSTITUTE Ordinance No. 5850.

Mayor Cleworth called for objection and, hearing none, so ORDERED.

Mayor Cleworth called for Public Testimony and, hearing none, declared Public Testimony closed.

Based on Mr. Gatewood's questions, **Mayor Cleworth** provided an explanation for the change in language based on grant conditions.

Mr. Schmetzer provided a brief explanation for the changes. He explained that the City has committed to support IMA for the remainder of 2011.

Mayor Cleworth shared with the Council the numerous conversations he has had with IMA representatives in preparation for this conveyance.

Mr. Gatewood expressed his surprise that there were no representatives present from IMA.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 5850, AS AMENDED, AS FOLLOWS:

YEAS: Bratcher, Eberhart, Roberts, Stiver, Matherly, Gatewood

NAYS: None

Mayor Cleworth declared the MOTION CARRIED and ORDINANCE NO. 5850, As Amended, ADOPTED.

NEW BUSINESS

- a) RESOLUTION NO. 4474 – A Resolution Fixing the Rate of Tax Levy for Municipal Purposes for the 2011 Real Property Tax of the City of Fairbanks, Alaska. Introduced by Mayor Cleworth.

Mr. Gatewood, seconded by **Ms. Bratcher**, moved to APPROVE Resolution No. 4474.

Mr. Roberts, seconded by **Mr. Gatewood**, moved to SUBSTITUTE Resolution No. 4474, As Amended.

Mayor Cleworth called for objection and, hearing none, so ORDERED.

Based on Mr. Roberts’ question, **Mayor Cleworth** indicated that there would not be a 2011 impact, but it would be realized in 2012. He explained that the changes are because of bonds, judgments, claims, and insurance premiums, and are constantly changing.

A ROLL CALL VOTE WAS TAKEN, ON THE MOTION TO APPROVE RESOLUTION NO. 4474, AS AMENDED, AS FOLLOWS:

YEAS: Gatewood, Roberts, Eberhart, Matherly, Stiver, Bratcher
NAYS: None
Mayor Cleworth declared the MOTION CARRIED and RESOLUTION NO. 4474, As Amended, APPROVED.

- b) ORDINANCE NO. 5851 – An Ordinance to Approve the Monetary Terms of the Arbitrator’s Opinion and Award in the Matter of the City of Fairbanks and the Public Safety Employees Association Local 803. Introduced by Council Members Eberhart and Matherly.

Mr. Matherly, seconded by **Mr. Eberhart**, moved to ADVANCE Ordinance No. 5851.

Mr. Eberhart explained that the draft ordinance has been in the works for quite some time. He stated that he had hoped that the parties would get together to address the monetary terms, but that had not yet happened. He stated that on certain monetary and non-monetary terms, an impasse was reached. **Mr. Eberhart** stated that Class I employees do not have the right to strike and the only remedy is arbitration. The parties then agreed on arbitration. The contract states that when an impasse stalls negotiations, arbitration is required. Further, State law provides that an arbitrator’s decision is final and binding on both parties and is enforceable and should be implemented no later than 30 days after a final decision is rendered. The decision has been reached, but the administration has not brought the decision forward to the Council. **Mr. Eberhart** further explained that there are now two unfair labor practice charges filed against the City. **Mr. Eberhart** stated that the ordinance is an attempt to fund the monetary terms. Further, that the City is in a very good financial position with a healthy general fund, a year end expected surplus, and additional revenue sharing forthcoming. He asked that the Council advance the ordinance for additional discussion and to allow for public comment. He invited the Police Chief to address the morale, retention, and recruitment issues at FPD because of the stall.

Mr. Matherly agreed with Mr. Eberhart's comments and confirmed that arbitration is over and the Council should have the opportunity to discuss the issue. He stated his concern for PSEA employees to continue to work without a contract.

Mr. Roberts indicated that the issue is the long term solvency of the City and the award and how those two conflict with each other. The ordinance provides for all of the monetary awards, but asks for nothing in exchange. He stated that he could not support advancement until actual costs are identified.

Ms. Bratcher stated that a lot of the information council members are asking for has been provided by the Chief. She stated that a series of miscommunications has got us to this point.

Based on Ms. Stiver's question, **Mayor Cleworth** explained that the arbitrator's decision is public.

Mr. Ewers explained that council members cannot speak openly about negotiations. Council members can only speak to the ordinance before it and the arbitrator's decision which is public.

Ms. Stiver stated that the City is in good shape and the ill will that is caused by not funding is problematic.

Mr. Eberhart explained that negotiations were had, but reached impasse. Each council member is sworn by oath to follow State law and that the law provides that the decision is final, binding, and shall be implemented. He stated that it appears that some folks may not be happy with the decision and are therefore not supporting the ordinance. **Mr. Eberhart** stated that the decision was reasonable. He reviewed a number of points made by the arbitrator which included a number of "wins" for the City.

Chief Zager stated that implementing the arbitrator's decision would have wide ranging benefits. He explained that the department is down 5 1/2 positions which is 1/5 of the staff. Chief Zager explained that policing is bound by procedure and rules so it is extremely frustrating that the City is not following the rules. He stated that in the spirit of resolve, he has realized that the subjective argument as to whether the City will award the decision, is not winnable. He explained that he has redirected his efforts by showing how the department can mitigate the extra costs providing the City with the protection of staying within budget. Chief Zager indicated that the award needs to be made so that he can get back to work and be able to recruit people.

Mr. Eberhart asked the Council to advance the ordinance so that further discussions can be had.

In response to handing out the Chief's Menu of Cost Cutting Options, **Mayor Cleworth** declared that each recommendation is a degradation of the services already provided.

Chief Zager stated that the Mayor is correct, but the options provided are simply a balancing of the lesser of two evils. Chief Zager explained the cost cutting options to mitigate the cost of the arbitrator's award (copies provided).

Mr. Eberhart hoped that the City would not have to implement the options when money is available. He stated that the award could be funded quite easily. The City must follow the rules.

Mayor Cleworth stated that the Finance Department has worked the numbers (copies provided of the Fiscal Impact Analysis).

Pat Cole provided an explanation on the fiscal impact should the award be granted.

Mayor Cleworth explained that the City must have a balanced budget by year end. He explained that general fund money from prior years can be used to balance a short fall, but struggles with doing that. He explained that there are still pending negotiations with the fire fighters which could impact the budget.

Mr. Cole explained that the City could be in a worse situation, but had Anchorage not been considered the decision may have been more in line with what the City could afford. Further that the bottom line is that the contract is very complex and the award has been disclosed. He indicated that cutting services to pay for the award is not the answer. He indicated that the grant funding is not sustainable.

Ms. Randle commented on the sustainability of funding in the future.

Ms. Bratcher commented on the laws of arbitration and awards.

Mr. Ewers stated that there is only one issue left, to fund or not to fund.

Mr. Eberhart stated that the issue is to fund the award. In order to attract the best police force we need to fund the award. He indicated that there are other payouts that don't have to be addressed now.

Mr. Roberts indicated he is looking at the funding as more of a long term problem. There are two points of view for funding, a snap shot of the solvency of the City and a long term look at funding the award. He explained that there are dark days ahead and funding this award with a fire fighter's contract on the horizon could be destructive.

Mr. Gatewood stated that he would vote to advance. He does not blame the Class I employees for getting what is expected.

Mr. Bratcher explained that the group of people are critical to the City.

Ms. Stiver indicated that the issue needs more time for discussion. She stated that doing nothing is not the right thing to do. She is conflicted with the law and the prudent thing to do.

Mayor Cleworth indicated that the ordinance would only fund one year. He explained that the PERA system and the Class I assignment does not work, but it is not amendable. He stated that the "wins" that were referred to by Mr. Eberhart are not wins for the City. He explained that his issue is the ethics behind making the decision. **Mayor Cleworth** indicated that the ordinance brings these issues into the public arena and should be had during executive session.

Ms. Stiver stated that the public should know more about the process and the complexities with negotiating multiple contracts.

Mr. Eberhart commented on the fiscal impact analysis as provided by Mr. Cole.

Mayor Cleworth explained that there are minimum general fund requirements and more importantly, making sure that the budget balances. The payoff of debt is to free up money so that increases can be funded next year.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 5851, AS FOLLOWS:

YEAS: Matherly, Gatewood, Eberhart, Stiver
NAYS: Roberts, Bratcher
Mayor Cleworth declared the MOTION CARRIED and
ORDINANCE NO. 5851 ADVANCED.

DISCUSSION ITEMS

a) Committee Reports

Public Safety Commission. Mr. Eberhart provided a brief report.

COUNCIL MEMBERS' COMMENTS

Mr. Eberhart commented on the debate about funding the contract.

Ms. Bratcher questioned the public comment period for chauffeur appeals. **Ms. Bratcher** informed the Council that she would be attending the American Council of Young Political Leaders.

Mr. Matherly thanked the Council and the public for attending.

Mr. Gatewood thanked the public for their comments and the healthy debate regarding the arbitrator's decision. He said it was important to advance the ordinance to encourage additional discussion.

Mr. Roberts shared that each council member has a distinct point of view and appreciates each and every comment. He thanked the Council for the attention given to the fluoride issue.

Ms. Stiver shared her concern for the way in which the City handles e-mail responses via the web. **Ms. Stiver** asked that the City Attorney to review all chauffeur applications; specifically the criminal record/conviction that prompted the appeal and provide the Council with an interpretation. She thanked the public for their comments regarding the fluoride issue.

Mayor Cleworth stated that a draft ordinance addressing the appeal process for chauffeur licenses would be provided at the next finance meeting.

Mr. Ewers explained the review process underway for the possible Code changes and other cleanup items he is addressing simultaneously.

Mr. Matherly, seconded by **Ms. Bratcher**, moved to go into Executive Session for the purpose of discussing the A Street Apartments claim.

Mayor Cleworth called for objection and, hearing none, so ORDERED.

Mayor Cleworth called for a ten minute recess.

EXECUTIVE SESSION

a) A Street Apartments Claim

The City Council met in Executive Session and direction was given to staff.

ADJOURNMENT

Mr. Matherly, seconded by **Ms. Stiver**, moved to ADJOURN the meeting.

Mayor Cleworth called for objection and, hearing none, so ORDERED.

Mayor Cleworth declared the Meeting adjourned at 11:20 p.m.

JERRY CLEWORTH, MAYOR

ATTEST:

JANEY HOVENDEN, CMC, CITY CLERK

Transcribed by: DO

ORDINANCE NO. 5851

**AN ORDINANCE TO APPROVE THE MONETARY TERMS OF THE
ARBITRATOR'S OPINION AND AWARD IN THE MATTER OF THE
CITY OF FAIRBANKS AND THE PUBLIC SAFETY EMPLOYEES
ASSOCIATION LOCAL 803**

WHEREAS, the City and the Public Safety Employees Association Local 803 were signatories to a Collective Bargaining Agreement (CBA) that expired in December of 2008; and

WHEREAS, through negotiations the parties were able to agree upon numerous terms of the replacement CBA; and

WHEREAS, the parties were not able to agree upon all terms, and pursuant to the terms of the CBA, the parties submitted the matter to binding arbitration held before Arbitrator Alan Krebs on October 18, 19, and 20, 2010; and

WHEREAS, the arbitrator issued an Opinion and Award on January 24, 2011; and

WHEREAS, the monetary terms of the arbitrator's Opinion and Award are subject to funding by the Council pursuant to AS 23.40.215(a); and

WHEREAS, funding of the monetary terms requires Council approval and amendment of the 2011 City budget to fund the awarded increases for 2011;

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

Section 1. That the monetary terms of the arbitrator's Opinion and Award, as set out below, are hereby approved, and the 2011 City budget shall be amended to reflect these changes:

WAGES:

- 3.5% increase to base wages (effective 7/1/10)
- 2.5% increase to base wages (effective 7/1/11)

HEALTH BENEFITS:

\$150.00 increase to the monthly health insurance premium
(effective 1/1/11)

Section 2. That the effective date of this ordinance shall be the ___ day of
_____, 2011.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

Introduced by: Council Member Eberhart
Council Member Matherly
Substitute by: Mayor Cleworth & following Council Members:
Council Member Bratcher
Council Member Roberts
Council Member Stiver

Introduced: June 27, 2011

ORDINANCE NO. 5851, AS SUBSTITUTED

**AN ORDINANCE TO PARTIALLY FUND THE MONETARY TERMS OF
THE ARBITRATOR'S OPINION AND AWARD IN THE MATTER OF THE
CITY OF FAIRBANKS AND PUBLIC SAFETY EMPLOYEES
ASSOCIATION LOCAL 803 AND TO RATIFY THE TENTATIVELY
AGREED-UPON TERMS REACHED THROUGH NEGOTIATION**

WHEREAS, City Code Section 42-1(a) sets forth the City's policy regarding labor relations, providing that, "the basic goal will be to treat city employees in a similar manner as much as appropriate . . . ;" and

WHEREAS, in the course of labor negotiations with the City's four bargaining units, the City strives to treat employees fairly and make improvements to work rules that increase productivity. For instance, recently approved labor contracts either eliminated or preserved terms which:

1. Ended the practices of paying cold weather premium, double time, and other pay premiums,
2. Provided for flexible shift scheduling to meet shifting workload,
3. Removed the "me-too" clauses that extended benefits from different contracts,
4. Reduced the pay premiums for new-hire lead workers and foremen,
5. Reduced the pay for new hires in one classification to come in line with comparable positions,
6. Limited pay scale increases to one year at a time,
7. Simplified payroll preparation, and
8. Eliminated the City funded IRS Section 125 plan.

WHEREAS, the City and the Public Safety Employees Association (PSEA) are parties to a Collective Bargaining Agreement (CBA) that expired December 31, 2008; and

WHEREAS, the City and PSEA reached tentative agreement (“TA”) on numerous terms for a replacement CBA that have yet to be ratified by the City Council; and

WHEREAS, PSEA requested arbitration on the terms that were not TA’d; the arbitrator issued an Opinion and Award on January 24, 2011; and

WHEREAS, fully funding the arbitrator’s award in years two and three is financially unsustainable resulting in deficit spending and immediately creating inequities throughout the City, essentially creating a double standard with other employee contracts which the City has sought to avoid; and

WHEREAS, attempts by the City administration to reach a settlement have not been successful; and

WHEREAS, the terms of this substitute ordinance are more consistent with the terms of the two labor contracts signed this year and with the labor goals set forth in the City Code; and

WHEREAS, the monetary terms of the arbitrator’s ruling are subject to funding by the City Council pursuant to AS 23.40.215(a); and

WHEREAS, Alaska Statute 23.40.250(4)(A) defines monetary terms to include a change in “. . . productive work hours . . .”; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

Section 1. The TA’d terms of the attached document are hereby ratified.

Section 2. The monetary terms of the arbitrator’s Opinion and Award are partially funded as set forth below, and the 2011 City budget shall be amended to reflect these changes:

WAGES:

5% increase to base wages, effective 1/1/11, without retroactive pay for prior years. (Note: This bargaining unit did not receive pay scale increases in 2009 or 2010).

HEALTH BENEFITS:

\$50.00 increase to the City’s monthly health insurance premium contributions, effective 1/1/11.

OVERTIME:

Double time is not funded.

SHIFT SCHEDULE:

The “four-ten” work schedule is not funded. (Explanation: The arbitrator ruled that the work schedule for most Police employees is **either** eight hours a day, five days a week, “five-eights,” or ten hours a day, four days a week, “four-tens.” The “four ten” schedule is less productive than “five-eight” schedule and therefore subject to non-funding under state law).

Section 3. That the effective date of this ordinance shall be the ___ day of _____, 2011.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

THE PUBLIC SAFETY EMPLOYEES ASSOCIATION

FAIRBANKS POLICE DEPARTMENT CHAPTER

2011 - 2013

Annotated Version

This Document shows all terms upon which "Tentative Agreement" ("TA") was reached through negotiation between the parties. TA terms become effective upon mutual ratification of City Council and PSEA membership. In addition, the terms of Arbitrator Krebs Decision and Award are shown inside borders, along with commentary from the City negotiators, *shown in italics.*

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.

TABLE OF CONTENTS

<i>ARTICLE 1</i>	<i>POLICY AND PURPOSE</i>	<i>3</i>
<i>ARTICLE 2</i>	<i>DURATION</i>	<i>4</i>
<i>ARTICLE 3</i>	<i>RECOGNITION</i>	<i>4</i>
<i>ARTICLE 4</i>	<i>NEGOTIATIONS</i>	<i>5</i>
<i>ARTICLE 5</i>	<i>CITY - ASSOCIATION RELATIONS</i>	<i>5</i>
<i>ARTICLE 6</i>	<i>MANAGEMENT RIGHTS</i>	<i>6</i>
<i>ARTICLE 7</i>	<i>PSEA SECURITY</i>	<i>6</i>
<i>ARTICLE 8</i>	<i>GRIEVANCE PROCEDURE</i>	<i>10</i>
<i>ARTICLE 9</i>	<i>EMPLOYEE BENEFITS AND RIGHTS</i>	<i>13</i>
<i>ARTICLE 10</i>	<i>WORK RULES</i>	<i>23</i>
<i>ARTICLE 11</i>	<i>HOLIDAYS</i>	<i>33</i>
<i>ARTICLE 12</i>	<i>LEAVE</i>	<i>34</i>
<i>ARTICLE 13</i>	<i>PAY PERIODS</i>	<i>38</i>
<i>ARTICLE 14</i>	<i>PROBATION</i>	<i>39</i>
<i>ARTICLE 15</i>	<i>LAY-OFF & RECALL</i>	<i>40</i>
<i>ARTICLE 16</i>	<i>SENIORITY</i>	<i>43</i>
<i>ARTICLE 17</i>	<i>DISCIPLINARY ACTION</i>	<i>45</i>
<i>ARTICLE 18</i>	<i>CLASSIFICATION AND HOURLY WAGE RATES</i>	<i>47</i>
<i>ARTICLE 19</i>	<i>LONGEVITY AND EDUCATION PAY</i>	<i>48</i>
<i>ARTICLE 20</i>	<i>ADMINISTRATION OF PAY</i>	<i>49</i>
<i>ARTICLE 21</i>	<i>EQUIPMENT AND CLOTHING</i>	<i>50</i>
<i>ARTICLE 22</i>	<i>FILLING OF VACANCIES</i>	<i>52</i>
<i>ARTICLE 23</i>	<i>PERSONNEL RECORDS</i>	<i>54</i>
<i>ARTICLE 24</i>	<i>MANUAL OF DIRECTIVES</i>	<i>56</i>
<i>ARTICLE 25</i>	<i>TRAVEL AND PER DIEM</i>	<i>56</i>
<i>ARTICLE 26</i>	<i>ORAL OR WRITTEN AGREEMENT</i>	<i>57</i>
<i>ARTICLE 27</i>	<i>TEMPORARY HIRES</i>	<i>57</i>
<i>ARTICLE 28</i>	<i>PART-TIME EMPLOYEES</i>	<i>58</i>
<i>ARTICLE 29</i>	<i>MISCELLANEOUS</i>	<i>59</i>

ARTICLE 30	DEFINITION OF TERMS	<u>60</u>
ARTICLE 31	EXECUTION OF AGREEMENT	<u>62</u>

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 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 Employee's Association. 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 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 the PSEA

each month with a roster of all Employees working under the jurisdiction of the 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 City Police Department 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 8.2A 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 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. No member shall be disciplined, demoted or discharged except for "just cause."

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. *[Arbitrator award]*

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.) *[Arbitrator declined City request to delete]*

~~In the event any other city employee receives a monthly health premium contribution greater than the \$850 [...], all PSEA members shall receive an equivalent increased premium contribution effective in the month after other city employees receive theirs. *[Arbitrator agreed with City request to delete]*~~

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 is indicated, 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 (not 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 Section 5A above 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 (worker's comp) 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 worker's 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 Police 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. *[Arbitrator agreed with City request to leave wording "as is" and declined PSEA request to delete "endeavor to."]*

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 Chief of Police, 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 is 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 Police Chief. 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 Chief of Police, 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**: Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.
 - b) **UNSUBSTANTIATED**: 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 Examination 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. All members are prohibited from engaging in political activities at any timewhile in uniform.

- A. All members are prohibited from engaging in political activity while on duty.
- B. The Department may prohibit or restrict members from using the Department's premises for political activities without permission of the Department Head.
- C. 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:

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 s/he 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. *[Arbitrator left text unchanged; declined City request for four-day work week with combination of 12 and 8 hour work shifts, such as 12-12-8-8]*

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.

FECC (Dispatch Center)

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 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 of the shifts as provided in this section and subsections.

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 all 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.

F. Holiday. Employees who work the 4-10 schedules 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, or two (2) hours of annual leave; or two (2) hours of accumulated compensatory time; or they must take two (2) hours of 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.

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.

G. 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.

H. 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 no other employees are available.

Section 10.2 Shifts.

- A. The "day" shift is any shift beginning between the hours of 0500 Hours and 1159 Hours.
- B. The "swing" shift is any shift beginning between the hours of 1200 Hours and 1859 Hours.
- C. The "midnight" shift is any shift beginning between the hours of 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 as provided by Article 6, Section 1 or 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 of the three shifts 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 Chief of Police, 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 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.

Section 10.5 Overtime/Premium Pay.

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. *[Unchanged; Arbitrator declined City request to measure OT in ¼ hour increments]*

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 48 consecutive hours off, will be paid at the basic rate plus shift differential, if any, multiplied by 2.

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 subject to subsection 5 (c) 7.

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 12 consecutive hours will be paid at the basic rate plus shift differential multiplied by two (2). *[Unchanged; Arbitrator declined City request to eliminate double time and other changes in overtime computation]*

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 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 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. 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.

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 a 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 RDO's 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 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-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 less 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 12 hours or less of standby. When assigned to standby on a non-floating holiday, the member shall receive three (3) hours of compensatory time.

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
Alaska Day	-	October 18
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. *[Arbitrator did not agree with City proposal that all holidays float; PSEA agreed that Alaska Day is floating holiday.]*

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. For all members employed on the date of signing this agreement, personal leave shall accumulate at the rate of two hundred forty (240) working hours per calendar year. Ten (10) hours shall be credited per pay period except for months in which three pay periods fall. In those months only the first two pay periods will accrue personal leave. Employment for eight (8) or more

days shall be considered employment for a full pay period for the purpose of computing personal leave.

B. Persons hired after the execution date of this agreement shall accrue leave according to the following schedule:

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

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

Section 12.2Leave 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 12.3Scheduled 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 eave. 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 that 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.

A. 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 will 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.

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. *[Arbitrator agreed with City request to provide more time for paydays]*

Section 13.2 The City reserves the right to establish a bi-weekly pay period upon
City of Fairbanks – Public Safety Employee Association
2011 – 2013 Collective Bargaining Agreement

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, annual leave pay, holiday pay, sick leave 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 lay offs. 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 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 (AS 39.25.150(19)).
 - 2) In any case that cannot be determined by the application of veteran's preference, 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 volunteermembers 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 Police 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 lay off 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 (8) eight months. If the promoted member remains in his/her current position beyond (8) eight 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, 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 Police 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; and,
- 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) days 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.

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.

- A. First pay period after mutual ratification: INSERT 7/1/10 Pay Scale (with 3.5% increase above 12/31/08);
- B. Effective 7/1/11 base pay will be increased by 2.5%.
- C. 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%. *[Arbitrator award; parties TA'd 7/1/10 as max. retro date]*

D. 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.

Section 18.4 Lateral Hires. Newly hired officers who have at least three 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 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 PublicWorksBuilding and PublicSafetyBuilding.

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 Article 17 section 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 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:

<u>Police Department</u>	
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 via limited purchase orders 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 Article XVIII, Section 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 in Article XVIII section 7 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. 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 the 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 Police 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, except for the Canine Letter of Agreement, 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 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 XV.
- 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 any subsequently formed department which includes Police functions, likewise, "Department Head" shall refer to the person designated to have administrative authority over the Police functions, whether that person be denominated as "Chief of Police" 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. [Note: there would be no holiday rate with floating holidays.]

- 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 successful completion of probation.
- 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 _____ AND BY THE MEMBERSHIP OF THE ASSOCIATION ON _____.

CITY OF FAIRBANKS

PUBLIC SAFETY EMPLOYEES
ASSOCIATION

Jerry Cleworth, Date
Mayor, City of Fairbanks

Jake Metcalfe, Date
Executive Director, PSEA

Laren Zager Date
Chief of Police

Eric Jewkes Date
Chapter Chair

Patrick B. Cole, Date
Chief of Staff

Dave Duncan Date
Chapter Vice-Chair

Index

A

Administrative Investigations

- Compelled statements · 18
- Conduct Based · 17
- Criminal · 17
- Interview · 18, 19, 20, 21
- Lie Detector Devices · 22
- Notice · 19, 45
- Report · 20
- Representative · 19
- Searches · 22

Administrative time

- Negotiations · 5

Association

- Access · 9
- Bulletin boards · 7
- Classifications · 4
- Conditions of employment · 4, 8
- Discrimination · 5
- Dues · 6, 7, 8
- Meeting space · 7
- Negotiations · 4, 5, 6
- No lockout · 5
- Recognition · 4
- Security · 6

B

Breaks

- Meal break · 31
- Relief break · 31

D

Disciplinary Actions

- Appeal · 46
- Dismissal · 45
- Reprimands · 55
- Suspension · 46, 55

E

Employee Benefits and Rights

- Break Areas · 23
- Deferred Compensation · 23
- Indemnification · 16
- Light duty · 14
- Physicals · 15
- Retirement · 13
- Training · 17
- Work environment · 23

Equipment and Clothing

- Cleaning allowance · 51
- Personal property · 50
- Reimbursement · 52
- Uniforms · 51

G

Grievances

- Arbitration · 11
- Default · 12
- Defined · 10
- Steps · 10
- Witness · 12

H

Holidays

- Observed · 34
- Recognized · 33

L

Leave

- Accrual · 34
- Chapter leave · 38
- Donated leave · 37
- Funeral leave · 37
- Holiday leave · 34
- Leave requests · 35
- Military leave · 37
- Probation · 35

Without pay · 36

M

Management Rights · 6

N

Negotiations · 5

O

Overtime

Court appearance · 28

Holidays · 33

Premium pay · 29

Short notice · 29

P

Pay

Cleaning allowance · 51

Compensatory time · 31, 34

Deductions · 7

Education · 48

Educational incentive pay · 48, 49

Overtime · 28, 30

Pay scale · 47

Shift commanders · 32

Shift differential · 47

Show up · 49

Standby · 33

Time changes · 31

Personnel Records

Access · 55

Disciplinary actions · 45, 54, 55

Evaluations · 39, 54

Maintained · 54, 55

Political activities · 23

Probation

Initial · 39

Promoted · 39

S

Seniority

- Layoff · 40
- Leave · 35
- Overtime · 29, 30
- Preserved · 43
- Shifts · 27
- Termination · 43

T

Travel and Per Diem

- Reimbursement · 56

V

Vacancies

- Announcement · 53

W

Work Rules

- Consecutive hours · 27
- Shifts · 26
- Work week · 24

Introduced by: Mayor Jerry Cleworth
Finance Committee Review: June 21, 2011
Date: June 27, 2011

RESOLUTION NO. 4475

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO REQUEST FUNDS FROM THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT UNDER THE FY2011 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the Fairbanks City Council wishes to upgrade and modernize its response capabilities for Homeland Security as well as natural disaster preparedness needs; and

WHEREAS, the City of Fairbanks wishes to request a grant in the amount of **\$1,471,783** under the State Homeland Security Program; and

WHEREAS, this program does not require a match:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, that Mayor Jerry Cleworth is hereby authorized to accept and execute any and all documents required for requesting funding on behalf of this organization.

BE IT FURTHER RESOLVED that Mayor Jerry Cleworth is also authorized to execute subsequent amendments to said grant request to provide for adjustments to the project within the scope of services or tasks, based upon the needs of the project.

PASSED AND APPROVED AND EFFECTIVE THIS 27th DAY OF JUNE 2011.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

2011 Homeland Security Grant Projects
City of Fairbanks
Project List

Project	Assigned To	Dept	Cost	Ranking
City Hall Back Up Power to include Battery Back Up for IT	Ryan Rickels & Pat Smith	IT	\$ 325,000	1
Back Up and Safe Storage	Ryan Rickels	IT	\$ 250,000	2
Tactical Vests	Brad Johnson	FPD	\$ 15,000	3
Borough-wide Radio Reprogramming to Comply with FCC Requirement	Warren Cummings	FPD/FFD Dispatch	\$ 79,560	4
Police & Dispatch Department Update of Security System & City Wide Security Assessment and Proximity Card Evaluation	Pat Smith	PW	\$ 275,000	5
Alaska Shield 2012 Exercise	Warren Cummings	FFD	\$ 86,425	6
Public Safety 24 Hr Refueling System at Public Works	Phil Sanders	PW	\$ 70,000	7
Crime Scene Laser Scanner	Brad Johnson	FPD	\$ 175,000	8
Tactical Mini Surveillance Robot	Brad Johnson	FPD	\$ 12,000	9
City Wide Building Seismic Assessment	Clem Clooten	Bldg Dept	\$ 50,000	10

Preliminary Total:	\$ 1,337,985
10% Contingency:	\$ 133,798
	<u>\$ 1,471,783</u>

2011 Homeland Security Grant
City of Fairbanks
Exercise

	Project	Assigned To	Exercise	Equipment & Supplies	Total
A	Engineering and Building	Mike Schmetzer	\$ 9,100		\$ 9,100
B	Fire	Warren Cummings	\$ 18,000	\$ 2,000	\$ 20,000
C	Dispatch	Stephanie Johnson	\$ 3,325		\$ 3,325
D	IT	Ryan Rickels			\$ -
E	PW	Mike Schmetzer			\$ -
F	Police	Brad Johnson	\$ 20,000	\$ 2,000.00	\$ 22,000
G	FMH		\$10,000 to \$30,000		\$ 30,000
H	Red Cross			\$ 2,000.00	\$ 2,000
				Total	\$ 86,425

ORDINANCE NO. 5852

AN ORDINANCE AUTHORIZING RESTRUCTURE OF THE FAIRVIEW MANOR LAND SALE LOAN DUE TO THE CITY, TO ASSIST CONSTRUCTION OF THE RAVEN LANDING COMMUNITY CENTER.

WHEREAS, the City of Fairbanks, by Ordinance No. 5687, approved that certain Purchase and Sale Agreement (“the Agreement”) dated December 12, 2007, among the City, Bitterroot Investments Inc, and the Weeks Field Development Group, LLC (“WFDG”) for the sale and redevelopment of Lot 1, Block 137, Weeks Field Subdivision, containing 12.96 acres, more or less, and commonly known as the Fairview Manor Apartment Complex (“the Property”); and

WHEREAS, by Ordinance No. 5778, the City agreed to finance \$781,500 of the selling price of \$1,000,000 payable to the City under the Agreement (“the Loan”), Ordinance No. 5778 having also transferred financial responsibility from WFDG to Community Development, Inc, (“CDI), for the Loan, CDI being a member of WFDG; and

WHEREAS, the original Property has been subdivided into several parcels to date; and

WHEREAS, the Loan is secured by a first position Deed of Trust against Tracts B, C & D, Weeks Field Community Subdivision (Tract A having been paid for in cash, August, 2009), Tracts C & D having since been replatted into Tracts C-1 and D-1); and

WHEREAS, a pending replat shall create Lots 1, 2, & 3 from Tracts C-1 and D-1 for the purpose of providing sites for a proposed Community Center and for proposed Raven Landing II Housing Project, both facilities scheduled to begin construction in summer of 2011 by the Fairbanks Retirement Community (“FRC”) (with Lot 3 slated for a future housing project), said proposed lots as shown on attached “Exhibit A”; and

WHEREAS, in order for the FRC to proceed with the Community Center project, the FRC must purchase Lot 2 from CDI, the record owner; and

WHEREAS, under the terms of the original sales Agreement, CDI must pay the City a pro-rated amount for release of said Lot 2 from the Deed of Trust at time of sale to the FRC; and

WHEREAS, FRC has requested that the pro-rated payoff requirement of the Agreement be modified such that payoff not occur, but that FRC will assume \$385,589 of the total debt of \$781,500; and

WHEREAS, the \$385,589 otherwise due to the City would be secured by a new first position lien against proposed Lot 2, containing 1.238 acres, plus the value of the Community Center, with an estimated construction cost of \$900,000, with the FRC as Payor; and

WHEREAS, the \$395,911 balance of the \$781,500 Loan would be secured by a new first lien position against proposed Lot 3, containing 3.931 acres, with CDI as Payor; and

WHEREAS, CDI and the FRC further request that the existing lien against proposed Lot 1, containing 1.220 acres, be released without payment to the City, for the purpose of providing a site for Raven Landing No. 2, based on their assurance that the value of the remaining collateral has increased sufficiently to allow such a release without payment; and

WHEREAS, the FRC further requests that the scheduled maturity date of the existing Deed of Trust of July 31, 2015 be extended to July 31, 2016 as to the proposed new Deed of Trust on proposed Lot 2; and

WHEREAS, it is the sense of this City Council that the success of the Fairview Manor demolition and redevelopment project in the best interest of the public, and merits the financial assistance requested by CDI and by FRF.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

SECTION 1. RECISION IN PART: Only those actions of the City Council under Ordinance No. 5687 and Ordinance 5778 that are affected by this Ordinance No. 5852 and which affect the Agreement are rescinded or modified hereby. All other terms and conditions expressed in or attached to said Agreement, Ordinance No. 5687, and Ordinance No. 5778 shall remain in full force and effect.

SECTION 2. DETERMINATION: That the Agreement dated December 12, 2007 is hereby amended at Article 10 for the 2nd time:

2.1 To release Lot 1 without payment to the City or with secured lien in consideration of increased value of the remaining secured real property (being proposed Lot 1, formerly a portion of Tract C-1, formerly portions of Tracts C and D, first referred to informally as Parcels 3 and 4 in the Agreement).

2.2 To extinguish and replace the existing Deed of Trust and associated Promissory Note with two new Deeds of Trust and Promissory Notes:

2.2.1. One new Deed of Trust and Promissory Note for \$385,589 in favor of the City to be executed by the FRC, and secured by Lot 2, with lump sum maturity date of July 31, 2016.

2.2.1 One new Deed of Trust and Promissory Note for \$395,911 in favor of the City to be executed by CDI, and secured by Lot 3, with lump sum maturity date of July 31, 2015.

SECTION 3. INTEREST ACCRUED AND TO ACCRUE:

3.1 All interest accrued to date arising from the original Deed of Trust executed by CDI shall be the obligation of CDI, and future interest arising from the proposed Deed of Trust against Lot 3, to be executed by CDI, shall remain at the original Annual Percentage Rate of 6%.

3.2 . All interest arising from the proposed Deed of Trust to be executed by the FRC shall commence with date of signing of said Deed of Trust against Lot 2, and shall accrue at the Annual Percentage Rate of 6%.

SECTION 4. CONTINGENCY AS TO EFFECTIVE DATE: That the actions, terms and conditions of this Ordinance shall not take place or be effective until and unless the proposed plat of WEEKS FIELD COMMUNITY PHASE II (RP-033-11) is duly recorded in the Fairbanks Recording District.

SECTION 5. MAYORS AUTHORIZATION: That the Mayor is hereby authorized and empowered to execute such legal documents as necessary to effect the directions of this Ordinance after Council approval.

SECTION 6. That the effective date of this ordinance shall be the 18th day of July, 2011.

JERRY CLEWORTH, Mayor

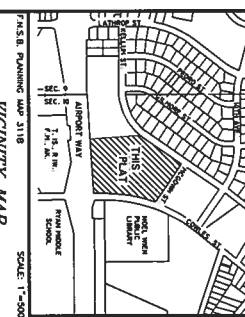
AYES:
NAYS:
ABSTAIN:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

JANEY HOVENDEN, CMC, City Clerk

PAUL EWERS, City Attorney



NOTES

- This area is covered by Subdivision plats per U.S.D.A. Soil Conservation Service No. 25, 1939.
- This property is owned by Cedar Hill Utilities sewer and water.
- Prior to installation of any new driveway onto Kellum Street or McGown Street, a City of Fairbanks Driveway permit will be required.
- The purpose of this subdivision plat is to create 3 lots from 1.
- Direct access onto Airport Way is prohibited.
- This property lies within Flood Zone "X" (Excluded) as per the Flood Insurance Rate Map, Community Flood No. 02500-0125-C, of January 2, 1992.
- The existing road (Plat Numbers 2008-49 and 2009-11) retaining a 33' median easement of each side by the plat. It is noted that the location of the easement is shown on the plat. It is noted that the location of the easement is shown on the plat. It is noted that the location of the easement is shown on the plat.
- The utility easements shall have the right to identify and then remove any dead, weak, overhanging or otherwise dangerous trees adjacent to or in the vicinity of the easement.
- The specific dimensions describing the location of the easement shall be shown on the plat. It is noted that the location of the easement is shown on the plat.
- Existing setbacks and distances shown herein within the plat of record.
- The existing plat of record (Plat No. 2008-49) shall be automatically voided upon the recording of this plat.
- Any changes or modifications to the existing driveway that provides access to Lot 2 from Cowles Street will require a driveway permit from the City of Fairbanks.

LEGEND

- ⊕ BRASS CUP MONUMENT RECOVERED.
 - 5/8" REBAR AND ALUMINUM SURVEY CAP, RECOVERED THIS SURVEY.
 - STAMPED 7621-5 UNLESS OTHERWISE NOTED.
 - 5/8" REBAR AND ALUMINUM SURVEY CAP, SET THIS SURVEY, STAMPED 7621-5.
 - ⊙ 1/4" DIA. W/ CONCRETE, RECOVERED THIS SURVEY.
- PLAT PUBLIC UTILITY EASEMENT**
(SEE PLAT RECORD INFORMATION)

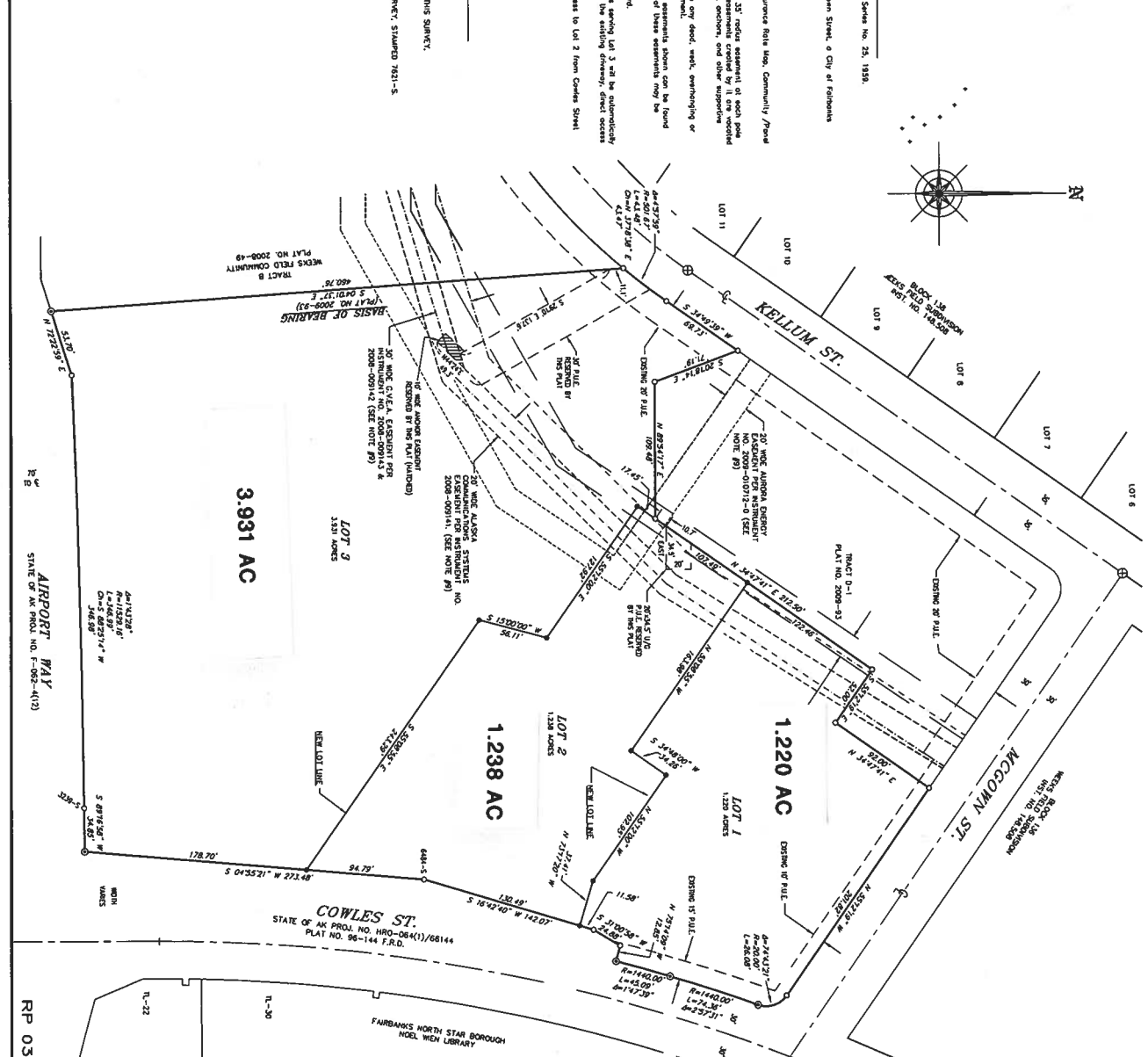
AREA SUMMARY

TOTAL AREA = 6,390 ACRES

CERTIFICATE OF REGISTERED LAND SURVEYOR

I, James H. Atty, a professional land surveyor registered in the State of Alaska, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed and registered land surveyor in the State of Alaska. I am duly licensed and registered in the State of Alaska. I am duly licensed and registered in the State of Alaska.

Registration No. 7621-5



CERTIFICATE OF CORPORATE OWNERSHIP, DEDICATION

I, hereby certify that Community Development, Inc. is the owner of the above described property and that the same is being dedicated to the public use of the State of Alaska. I am duly licensed and registered in the State of Alaska.

UNITED STATES OF AMERICA)
STATE OF ALASKA)
City of Fairbanks)
Commissioner of Public Works)

CERTIFICATE OF PAYMENT OF TAXES

I, the undersigned, do hereby certify that the above described property is free and clear of all taxes and assessments due to the State of Alaska, the City of Fairbanks, and the Fairbanks North Star Borough. I am duly licensed and registered in the State of Alaska.

CERTIFICATE OF APPROVAL BY THE PLAT

I, hereby certify that this subdivision plat was prepared by me or under my direct supervision and that I am a duly licensed and registered land surveyor in the State of Alaska. I am duly licensed and registered in the State of Alaska.

STUTZMANN ENGINEERING ASSOCIATES
P.O. BOX 11459, FAIRBANKS, ALASKA 99707-1459
OFFICE AT 9 1/2 MAIN AVENUE (907) 452-0294

WEEKS FIELD COMMUNITY PHASE II

A NEARLY COMPLETE C-1, WEEKS FIELD COMMUNITY
INCLUDES THE RECORDING OF THE SUBDIVISION PLAT
WITHIN 30 DAYS OF THE DATE OF RECORDING OF THE PLAT
FAIRBANKS RECORDING DISTRICT

DATE: MAY 7, 2011
DRAWN BY: J.D.S.
CHECKED BY: J.D.S.
SCALE: 1" = 40'

EXHIBIT "A" TO ORDINANCE No. 5852