

Introduced by: Mayor Cleworth
Introduced: January 9, 2012

ORDINANCE NO. 5874

**AN ORDINANCE RATIFYING AN AMENDMENT TO THE CURRENT
LABOR AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE
PUBLIC SAFETY EMPLOYEES ASSOCIATION**

WHEREAS, the current Collective Bargaining Agreement ("CBA") between the City and the PSEA contained provisions that allowed for renegotiation regarding wages and benefits for 2012; and

WHEREAS, tentative agreement has been reached on an amendment to the CBA which incorporates the labor goals of the City Council, is consistent with the terms of other recently adopted labor contracts, and has been approved by the membership of the bargaining unit.

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

Section 1. That the attached amendment to the 2011 collective bargaining agreement is hereby ratified.

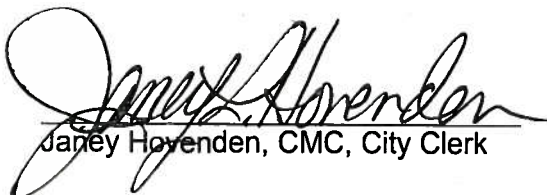
Section 2. That the effective date of this ordinance shall be the 28th day of January 2012.



Jerry Cleworth, City Mayor


AYES: Roberts, Matherly, Gatewood, Hilling, Eberhart, Stiver
NAYS: None
ABSENT: None
ADOPTED: January 23, 2012

ATTEST:



Janey Hovenden, CMC, City Clerk

APPROVED AS TO FORM:



Paul J. Ewers, City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

THE PUBLIC SAFETY EMPLOYEES ASSOCIATION

FAIRBANKS POLICE DEPARTMENT CHAPTER

2011 - 2013

Updated December 23, 2011

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

[ATTACHED ARE ONLY THOSE SECTIONS FOR WHICH AMENDS ARE PROPOSED.
NEW LANGUAGE IS IN **BOLD/UNDERLINED FONT**; DELETIONS ARE IN ~~STRIKEOUT FONT~~]

Section 9.2 Health Benefits.

- A. For each member, the City shall contribute \$1,000 per month to PSEA's Health and Welfare Trust Plan effective 1/1/2011. ~~Effective 1/1/2012, this contribution shall increase to \$1,050 per month and effective 1/1/2013 this contribution shall increase to \$1,100 per month.~~ **Effective 8/16/12, this contribution shall increase to \$1,040 per month.** (Updated 12/23/11)

Section 10.1.

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

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

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

- **Leave accrual remains as provided in the CBA.**
- **PERS time-in-service accrual remains unaffected, and the City would continue to make contributions as normal (though perhaps based on a smaller reported income).**
- **All seniority provisions and accrual remains as currently specified, to include all applicable bidding processes.**

Resolving Conflicts: Although the introduction of the abbreviated workweek option is intended to be as transparent and consistent with all provisions of the underlying CBA, it cannot be perfectly so. Not every provision of the underlying CBA applies to this program, and some provisions in this Letter of Agreement supersede equivalent provisions in the CBA. Proper guidance in administering this program is to be gained by blending both documents rationally. In cases where insufficient language or multiple interpretations exist,

both parties will discuss the matter with good-faith efforts to reconcile the difference. Beyond that, the standard grievance process can be invoked.

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

1. When measured weekly, overtime will accrue only after a full 40 hours of duty have been performed. As an example, a participating member who worked his or her three, 12-hour shifts and then reports to work, say, an eight-hour block on day four would be paid four hours at straight time (to achieve a weekly 40 hours), and four hours at time and a half.
2. When measured daily, overtime accrues at this rate: Those hours of work (a) over 12 consecutive hours up to 13 hours, or (b) over 12 hours in any day up to 13 hours, will be paid at the basic rate plus shift differential multiplied by one and a half. Those hours of work (a) over 13 hours in any day, or (b) those hours of work over 13 consecutive hours, will be paid at the basic rate plus shift differential multiplied by two. NOTE: Personal leave other than for injury or illness taken during a day qualifies as work time for computing overtime worked beyond the scheduled shift hours on a single day.
3. Any hours which a member is required to work during his or her four-day weekend which prevents the employee from having forty-eight consecutive hours off will be paid at the base rate plus shift differential times two. Where this provision may conflict with other straight time/overtime language, this provision shall prevail (In favor of the employee).
4. Members shall receive at least eight hours of straight pay for each holiday, as normal. If a member is directed to not work a holiday, the City will credit them straight time pay commensurate with his or her normal work shift. If the member works on the holiday, he or she will be paid the Holiday Rate for regular scheduled hours worked. Hours worked in excess of the normal work shift shall be paid at the basic rate, plus shift differential multiplied by two.
5. Nothing herein precludes a participating member from bidding on posted overtime, as normal, subject to any restrictions placed on other members as well (such as grants that do not allow payment via compensatory time).
6. Consistent with 10.5 C. 3) of the underlying contract, no member will

routinely work more than 14 hours in a work day, nor be forced to work overtime on all of his or her off-duty days. In such instances, the next least senior member in that classification may be assigned to work.

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

1. Meal Breaks and Allowances: Being subject to recall while on meal breaks, officers shall be considered to be in "on-duty" status during those breaks. One meal break of 30 minutes shall be afforded about midway through a shift for each participating, on-duty member. Members shall be paid \$10.00 in meal compensation if they work more than 2 hours beyond their normal shift.
2. Management Rights: The City retains the unilateral right to eliminate this program should it prove to have inappropriate operational or fiscal impact. Notice of such termination shall abide by current CBA provisions for adequate notice of affected personnel. Further, the City can limit the number of participants in the program. Should the number of vacancies be less than the number of bidders, normal bidding seniority shall prevail.
3. Employee Obligations: The abbreviated workweek is designed to be an employee benefit, so there is no expectation of continued participation. Employees may bid for a posted 3/12s shift at each bidding cycle. Further, leaving that shift mid-cycle for exigent circumstances will be considered by the Chief of Police as it would for any other shifting system.
4. Field Training: The abbreviated workweek is an inappropriate schedule for any type of field training or satisfaction of probationary periods. As such, no recruit or current employee recently promoted or put on any type of probationary period will be allowed to bid the abbreviated workweek.
5. Field Training Officers: Certified FTOs are invited to bid for the abbreviated workweek if they desire. However, it is the department's resolute policy to provide recruits with the best training possible, which includes matching up the most appropriate FTO with the individual recruit. This requires that the department reserve the right to remove an FTO from the 3/12s schedule temporarily, and only for the amount of time necessary, to properly train new employees. All effort will be made to minimize this disruption.

Section 10.5 Overtime/Premium Pay.

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

A. Overtime

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

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

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

Section 10.7 Compensatory Time Off.

Except for grant funded positions or assignments where compensatory time is not reimbursed, compensatory time off in lieu of overtime may be accrued, at

the member's discretion, at the appropriate overtime rate. Compensatory time off shall be taken at mutually agreeable times. Any compensatory time earned must be taken during the calendar year in which it's earned or paid at the end of that calendar year if possible or paid at the member's next anniversary date at the member's basic rate on the day prior to said anniversary date. Members may be allowed to carry over compensatory time into the following year with approval from the Mayor. Should a member separate from service for any reason, the member's compensatory time shall be paid at termination at the dollar value in effect at the date of termination. (12/23/11 update)

Section 12.7 Leave Without Pay.

- A. At the request of the employee, the City Mayor may grant an employee leave without pay when it is in the best interest of the City to do so.
- B. The employee request may be considered when the employee has shown by his or her record to be of more than average value to the City and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave of absence at the discretion of the Department Head and with the prior written approval of the City Mayor, the employee's position may be filled by limited-term appointment, temporary promotion or temporary reassignment of any employee. At the expiration of the leave without pay the employee has the right to, and shall be reinstated to, the position vacated if the position still exists; or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service, but any period in excess of ten (10) days in any calendar year may not be creditable for vesting or retirement under the State of Alaska Public Employee's Retirement System. Longevity credits for purposes of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the period of leave without pay. City medical benefits shall continue during any period of leave without pay.
- C. At the request of the employee, the City Mayor may grant an employee a voluntary reduction in hours if and when the City Mayor determines it is in the best interest of the City to do so.
- D. Seniority rights shall remain unchanged for an employee during any period of leave without pay taken in accordance with the provisions of this section. ~~This sub-section does not apply to Maternity Leave Without Pay.~~

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

Section 18.3 Pay Scale.

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Sergeant	31.00	32.51	34.15	34.99	35.83	36.17	36.50
July 1, 2010 @ 3.5%	32.09	33.65	35.35	36.21	37.08	37.44	37.78
July 1, 2011 @ 2.5%	32.89	34.49	36.23	37.12	38.01	38.37	38.72
Detective	30.39	31.30	32.82	33.66	34.45	34.77	35.10
July 1, 2010 @ 3.5%	31.45	32.40	33.97	34.84	35.66	35.99	36.33
July 1, 2011 @ 2.5%	32.24	33.21	34.82	35.71	36.55	36.89	37.24
Police Officer	26.50	27.84	29.22	31.28	32.50	32.80	33.11
July 1, 2010 @ 3.5%	27.43	28.81	30.24	32.37	33.64	33.95	34.27
July 1, 2011 @ 2.5%	28.11	29.53	31.00	33.18	34.48	34.80	35.13
P.O. Recruit I	22.53	-	-	-	-	-	-
July 1, 2010 @ 3.5%	23.32	-	-	-	-	-	-
July 1, 2011 @ 2.5%	23.90	-	-	-	-	-	-
P.O. Recruit II	23.86	-	-	-	-	-	-
July 1, 2010 @ 3.5%	24.70	-	-	-	-	-	-
July 1, 2011 @ 2.5%	25.31	-	-	-	-	-	-
P.O. Recruit III	25.18	-	-	-	-	-	-
July 1, 2010 @ 3.5%	26.06	-	-	-	-	-	-
July 1, 2011 @ 2.5%	26.71	-	-	-	-	-	-
Dispatcher	19.62	20.60	21.62	23.14	24.05	24.27	24.50
July 1, 2010 @ 3.5%	20.31	21.32	22.38	23.95	24.89	25.12	25.36
July 1, 2011 @ 2.5%	20.81	21.85	22.94	24.55	25.51	25.75	25.99
Lead Dispatcher	20.61	21.62	22.72	24.30	25.26	25.48	25.72
July 1, 2010 @ 3.5%	21.33	22.38	23.52	25.15	26.14	26.37	26.62
July 1, 2011 @ 2.5%	21.86	22.94	24.10	25.78	26.80	27.03	27.29

Front Desk Call Taker	17.65	18.54	19.46	20.83	21.66	21.84	22.06
July 1, 2010 @ 3.5%	18.27	19.19	20.14	21.56	22.42	22.60	22.83
July 1, 2011 @ 2.5%	18.72	19.67	20.64	22.10	22.98	23.17	23.40
Admin. Assistant	19.62	20.60	21.62	23.14	24.05	24.27	24.50
July 1, 2010 @ 3.5%	20.31	21.32	22.38	23.95	24.89	25.12	25.36
July 1, 2011 @ 2.5%	20.81	21.85	22.94	24.55	25.51	25.75	25.99
Evidence Custodian	20.61	21.62	22.72	24.30	25.26	25.48	25.72
July 1, 2010 @ 3.5%	21.33	22.38	23.52	25.15	26.14	26.37	26.62
July 1, 2011 @ 2.5%	21.86	22.94	24.10	25.78	26.80	27.03	27.29
Evidence Custodian II	19.62	20.60	21.62	23.14	24.05	24.27	24.50
July 1, 2010 @ 3.5%	20.31	21.32	22.38	23.95	24.89	25.12	25.36
July 1, 2011 @ 2.5%	20.81	21.85	22.94	24.55	25.51	25.75	25.99
Custodian	17.56	18.44	20.14	20.92	22.18	22.39	22.58
July 1, 2010 @ 3.5%	18.17	19.09	20.84	21.65	22.96	23.17	23.37
July 1, 2011 @ 2.5%	18.63	19.56	21.37	22.19	23.53	23.75	23.95
Clerk	15.90	16.74	17.57	18.44	19.17	19.36	19.54
July 1, 2010 @ 3.5%	16.46	17.33	18.18	19.09	19.84	20.04	20.22
July 1, 2011 @ 2.5%	16.87	17.76	18.64	19.56	20.34	20.54	20.73
Lieutenant	35.38	36.35	37.33	38.32	39.34	39.71	40.07
July 1, 2010 @ 3.5%	36.62	37.62	38.64	39.66	40.72	41.10	41.47
July 1, 2011 @ 2.5%	37.53	38.56	39.60	40.65	41.73	42.13	42.51

- A. Subject to the terms of Addendum 2, **the above pay scale will be increased by 4% effective 8/16/12** effective 7/1/12 and 7/1/13, the pay scale will be increased by the amount of the annual change in the Consumer Price Index for Anchorage Alaska, provided that the change shall not be less than 1.5% and not greater than 3.5%. **(Updated 12/23/11)**