

Introduced by: Mayor Matherly
Introduced: December 14, 2020

ORDINANCE NO. 6147

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FAIRBANKS AND THE PUBLIC SAFETY
EMPLOYEES ASSOCIATION, FAIRBANKS POLICE COMMAND UNIT (FPCU)**

WHEREAS, the City and the PSEA entered into contract talks to create a new Union consisting of the Fairbanks Police Command Unit; and

WHEREAS, the negotiating teams for the City and PSEA have reached a tentative agreement for a Collective Bargaining Agreement (CBA), which upon ratification will be in effect from January 1, 2021 through December 31, 2023; and

WHEREAS, the City's 2021 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

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

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

Section 2. That this ordinance becomes effective upon ratification of the agreement by PSEA (FPCU) membership.

Section 3. That once ratified, the collective bargaining agreement will be effective from January 1, 2021 through December 31, 2023.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
POSTPONED INDEFINITELY: January 11, 2021

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6147

Abbreviated Title: PSEA COMMAND UNIT CBA

Department(s): POLICE

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes X No _____

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

EXPENDITURES:	2021	2022	2023	Total
SALARY AND BENEFITS DEPUTY CHIEF	\$185,379	\$187,879	\$190,416	\$563,674
SALARY AND BENEFITS CAPTAIN	\$179,207	\$0	\$0	\$179,207
SALARY AND BENEFITS LIEUTENANTS (4)	\$701,765	\$711,024	\$720,431	\$2,133,220
LESS CURRENT BUDGET & OT DECREASE	(\$907,662)	(\$914,697)	(\$918,730)	(\$2,741,089)
LESS COST FOR TWO POLICE OFFICER POSITIONS	(\$225,261)	\$0	\$0	(\$225,261)
TOTAL	(\$66,572)	(\$15,794)	(\$7,883)	(\$90,249)

FUNDING SOURCE:	2021	2022	2023	Total
GENERAL FUND SALARY SAVINGS	(\$66,572)	(\$15,794)	(\$7,883)	(\$90,249)
TOTAL	(\$66,572)	(\$15,794)	(\$7,883)	(\$90,249)

The CBA establishes exempt pay for Deputy Police Chief (\$135,000), Captain (\$130,000), and Lieutenants (\$125,000). The CBA also includes shift differential pay of \$3,000 annually for swing shift and \$4,800 annually for mid shift, prorated for only one person per shift. The Captain position is currently retained for one year and is funded by non-funding two police officer positions. **This fiscal note reflects the difference in current budgeted costs, reduction in overtime costs, non-funding two positions in 2021, and a 1.5% CPI increase for 2022 and 2023.**

Reviewed by Finance Department:

Initial mb

Date 12/10/2020

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF FAIRBANKS
AND
THE PUBLIC SAFETY EMPLOYEES ASSOCIATION
FAIRBANKS POLICE COMMAND UNIT
(FPCU)

2020 – 2023

This agreement is reached between the City of Fairbanks (Employer or City) and the Public Safety Employee Association (the Association or PSEA) for the uses and purposes herein mentioned.

ARTICLE 1 POLICY AND PURPOSE

Section 1.1 Policy

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

Section 1.2 Welfare

The welfare of the City and its Employees is dependent largely upon the service 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:

- 1.3.1 To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in work in the areas 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.
- 1.3.2 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.
- 1.3.3 To promote fair and reasonable working conditions.
- 1.3.4 To promote individual efficiency and service to the citizens of the City.
- 1.3.5 To avoid interruption or interference with the efficient operation of City Government.
- 1.3.6 To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
- 1.3.7 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 Effective Date

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, 2023.

Section 2.2 Commencement

Either party desiring to commence such negotiations shall give written notice to the other at least sixty (60) days prior to December 31, 2023, but not sooner than one hundred twenty (120) days prior to the expiration date of this Agreement. Upon receipt of such notice, negotiations shall begin within fifteen (15) days. Unless otherwise agreed, no modification or change shall become effective prior to the expiration date without the mutual written consent of the parties.

Section 2.3 Termination

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 Binding

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, recognizes PSEA as the exclusive representative of all PSEA positions designated in this Agreement for part-time, permanent, seasonal and temporary Employees in the City for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

Section 3.2 Classifications

3.2.1 Alaska Labor Relations Agency

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.

3.2.2 Irresolvable Differences

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 two (2) 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 for periods 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 schedule 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 Objective

Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Public Safety Employees Association, Fairbanks Police Department Chapter (PSEA). Neither PSEA or the City will represent to any employee that union membership is a requirement of employment with the City.

Section 5.2 Employees of the City of Fairbanks

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

5.2.1 Work Stoppage

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, or strike against the Employer.

5.2.2 Lockout

The City agrees that during the life of this Agreement, there shall be no lockout.

5.2.3 Duty to Perform

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 City, State, Federal Laws

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 Absenteeism

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 RIGHT

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 its 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 its 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

7.1.1 Responsibility

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. PSEA reserves the right to charge for representation of non-paying members for union representation in the course of an administrative proceeding with the employer including administrative investigations, grievances and arbitrations.

7.1.2 PSEA Information

Persons hired in a Bargaining Unit position shall be informed, at the time of the employment offer, of their right to become a member of PSEA. 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 Deduction

7.2.1 Dues and Fees

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.

7.2.2 Communication between PSEA and City

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.

7.2.3 **Payroll Deduction Privileges**

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. With the exception of the first payroll check permanent employees will receive their check through direct deposit.

Section 7.4 Meeting Space and Bulletin Boards

7.4.1 When not previously reserved, appropriate meeting space in the buildings owned or leased by the City, shall be available for meetings of PSEA.

7.4.2 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

Upon request the City agrees to furnish PSEA a roster of all Employees working under the jurisdiction of PSEA.

Section 7.6 Discrimination/Relations

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 Association Obligation

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 Representation

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 7.9 Sole Representative

The City of Fairbanks recognizes PSEA as the sole representative of all designated positions listed in [Article 19](#) 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

Section 7.10 Employee Representative

7.10.1 Employee Representatives

The Unit representative(s) of the Fairbanks Police Department Employees Association Command Unit of PSEA as well as one other employee, hereinafter called "Employee Representatives" will be designated by PSEA. They shall be employees of the Fairbanks Police Department Command Staff 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.

7.10.2 **Employee Representative Compensation**

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.

7.10.3 **Employee Representative Lay-off**

Notwithstanding any other provision of this Agreement, in the event of lay-offs, the Command Unit Representative shall be the last person(s) within his/her classification to be laid off. Should it come to pass that the entire classification is eliminated by lay-off or reclassification, the Command Unit Representative 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.

Section 7.11 PSEA Staff

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 Objective

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 grievances at the earliest step possible. In the furtherance of this objective, the City and the Association have adopted the following procedure.

Section 8.2 Definition

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 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 this 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 twenty (20) business 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 five (5) business 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 five (5) business 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 five (5) business 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) business days after the submission of the grievance to him/her. Within this time frame, the Department Head shall meet together with the grievant, PSEA Representative and other witnesses as appropriate and attempt to resolve the issue(s). The Department Head shall mail or deliver a written decision to PSEA within this ten (10) business day time frame. If the written decision of the Department Head is not satisfactory to the grievant, he/she shall have five (5) business 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 ten (10) business 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 five (5) business days, amend or augment the documentation submitted. If amended or augmented, the City Mayor or the Association, shall have five (5) additional business days to submit a final written response. If the decision of the City Mayor is unsatisfactory to the grievant, PSEA may, within ten (10) business days of the delivery of the decision, demand that the matter be submitted to binding arbitration.

Section 8.6 Arbitration

8.6.1 Arbitration Notice

The arbitration notice shall include the nature of the matter to be arbitrated and the Agreement 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 ten (10) business days to select an arbitrator upon the failure of the two parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of nine (9) names of persons, with prior service as a neutral arbitrator involving the interpretation of Collective Bargaining Agreements who are available for service within six months of request. Within five (5) business days of receipt of the list, the City and Association representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot.

8.6.2 **Findings**

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 twenty (20) business days of the conclusion of the hearing or twenty (20) business days following submission of any post-hearing briefs. The Arbitrator will be governed by 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.

8.6.3 **Arbitrator**

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 Single and Multiple Grievances

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 Expense

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 Witness

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 Decision Time Frame

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 Grievance Submission Level

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 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 Originating Step

Any grievance that originates from a level above [Step One](#) of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

Section 8.13 PSEA or Class Action Grievance

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](#).

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

9.2.1 Health Insurance

Health Insurance for Fairbanks Police Command Unit bargaining unit members is provided by the ASEA Health Benefits Trust. For the life of this Agreement, unless otherwise agreed in writing between PSEA and the City of Fairbanks, both parties' rights, obligations, and contributions towards the Health Trust will be those then presently applicable to General Government Bargaining Unit members represented by Alaska State Employees Association/AFSCME Local 52.

9.2.2 IRS 125 Plan

The City agrees to make available and maintain a pre-tax IRS section 125 plan account at the election of each employee as allowed under federal law.

Section 9.3 Deferred Compensation

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

Section 9.4 Injured Employee Rights & Responsibilities (Non-work-related injury)

9.4.1 Temporary Incapacity

When a member becomes injured and temporarily cannot perform his/her normal duties and has an evaluation from an appropriate medical professional indicating light duty would be appropriate, the City will endeavor to assign the member to a light duty assignment.

9.4.2 **Permanent Incapacity**

If a member is, determined by an appropriate medical professional to be, permanently unable to perform his or her normal job functions, the Association and the City agree that:

- 9.4.2.1 The member employee may be terminated subject to grievance/arbitration procedures.
- 9.4.2.2 For a period of twelve (12) months following the finding of permanent incapacity, if a position exists within the PSEA Unit that the permanently incapacitated member qualifies for and can perform they will be given preference in the hiring process for that position. It will be the responsibility of the member to monitor potential job openings and apply.

9.4.3 **Workers' Compensation Laws**

Nothing in this section abrogates any provision of Workers' Compensation law or rules or any requirements of state or federal law.

Section 9.5 Work Related Injuries

9.5.1 **Injury or Disability**

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 lay-off 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.

9.5.2 **Paid Administrative Leave**

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 be fully compensated for that period of time covered by administrative leave. Members will retain their Worker's Compensation check and notify Payroll of any change in status or compensation. When the member returns to duty, to insure the member's PERS contributions are made whole, the member will complete the PERS Workers Compensation and LWOP Claim and Verification form and submit to the PERS Administrator. When the PERS Administrator determines the member's indebtedness the member will submit a copy of the memo from the PERS Administrator with the indebtedness amount to Payroll. Payroll will work with the member to set up a payroll deduction for repayment or lump sum payment. In the event a lump sum payment is issued it is incumbent upon the member to pay the PERS indebtedness amount directly to the PERS Administrator.

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.

9.5.3 **Light Duty**

When, due to a work-related injury, a member becomes injured and cannot perform his/her normal duties and has an evaluation by an appropriate medical professional indicating the employee may perform light duty, the City shall endeavor to assign the member to light duty in regular pay status.

9.5.4 **Federal and State Law**

Nothing in this section abrogates any provision of Workers' Compensation law and rules or any provision of federal law regarding employment of the disabled, to include the Americans with Disabilities Act.

Section 9.6 Physical Examination

Each member will be provided the opportunity to have a biennial physical examination, beginning during their second year of employment, by an appropriate medical professional. 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. The City reserves the right to require physical examinations as a screening tool for physical fitness testing. Results of this examination will be limited to whether the employee can participate in testing, or any testing limitations.

Section 9.7 "For Cause" Examination

When, in the opinion of the City, there arises a documented incident or incidents which raise specific questions as to the physical, mental or psychological ability of an employee to perform their normal work assignments, an examination, including all relevant controlled substance test procedures, by an appropriate medical professional may be ordered by the City.

If the examination demonstrates, in the opinion of the appropriate medical professional conducting the examination, that the employee is physically, mentally or psychologically incapable of performing their normal work assignments, the employee will be allowed to seek a second opinion from an appropriate medical professional of their choice. If the results of these two examinations are not in agreement, then a third opinion will be solicited from an appropriate medical professional mutually agreeable to the City and employee. The results of the third examination shall be final and binding. 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 them from adequately performing their normal work assignments, the City may place them in a classification they can perform within the Department. Should no classification be vacant, the employee will be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

Section 9.8 Indemnification

9.8.1 Cause

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.

9.8.2 Settlement

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.

9.8.3 City Ordinance

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 9.9 Training

The City will endeavor to provide commissioned officers with forty (40) hours per year of 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.

Section 9.10 Parking

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 9.11 Conduct Based Investigation

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. Members and PSEA (office@psea.net) will be notified within 5 regularly scheduled working days of the member when an investigation is initiated by the city, the member and PSEA shall receive a copy of complaint and any violations indicated. Investigations will be concluded by the city within 45 working days from the claim of misconduct. 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:

9.11.1 Investigation of conduct subject to criminal action only:

- 9.11.1.1 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 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.
- 9.11.1.2 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.

9.11.1.3 Any such investigation and interview/interrogation shall be conducted in accordance with existing criminal law and procedures then currently in effect in this State.

9.11.2 **Investigation of conduct subject to both criminal and administrative actions:**

9.11.2.1 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. Information gained in the Criminal Investigation may be used as a foundation for the Administrative Investigation. 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.

9.11.2.2 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.

9.11.2.3 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.

- 9.11.2.4 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.
- 9.11.2.5 Any interview will be held at a mutually agreeable location provided by the City.
- 9.11.2.6 The interview shall be recorded and a transcript and copy of the recording shall be provided to PSEA.
- 9.11.3 **Investigation of conduct subject to disciplinary or punitive action only:**
 - 9.11.3.1 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.
 - 9.11.3.2 When available the member and PSEA shall be notified of the investigation in a timely fashion not to exceed one week (5 regularly scheduled working days) from the time that the complaint is discovered by the Department Head, except for investigations of "on-going" type of conduct.
 - 9.11.3.3 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.
 - 9.11.3.4 Before an interrogation/interview is commenced, the member and PSEA shall be informed of the nature of the investigation and provided a list of all known allegations a written copy will be provided to the member and PSEA . Except for anonymous complaints, the member shall be informed of the name(s) of all complainants.

- 9.11.3.5 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.
- 9.11.3.6 The member is entitled to have present at an interview two Association representatives, or counsel selected by PSEA and a PSEA representative. The Association representatives may question the member as well as offer rebuttal as necessary. The representatives shall not be a person subject to the same or related investigation.
- 9.11.3.7 If, prior to or during the interview 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 Section 9.11.
- 9.11.3.8 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 will be suspended for a reasonable period of time to allow the Association representatives and/or counsel to attend. The representatives shall not be a person subject to the same or related investigation.
- 9.11.3.9 The member, PSEA representatives and / or the City may record the interview after advising that a recording will be made and each shall have access to other's recording, if any are made.
- 9.11.3.10 The member is entitled to a copy of the completed investigative report including any related existing transcripts of interviews prior to the imposition of disciplinary or punitive action against the member. The report will be given to member and PSEA five (5) working days prior to Employee Conference.

9.11.4 **General Administrative Investigations Guidelines:**

- 9.11.4.1 All administrative investigations conducted by the Department involving allegations against its members shall adhere to these general guidelines.
- 9.11.4.2 All administrative investigations and their outcomes shall be treated as personnel matters and shall be confidential.
- 9.11.4.3 Investigation of conduct shall be conducted in a timely manner without unnecessary delay. Investigations will be completed within 45 working days of notice to member of the investigation
- 9.11.4.4 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.
- 9.11.4.5 No promise of reward shall be made as an inducement to answering any question.
- 9.11.4.6 Any 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.
- 9.11.4.7 The interview shall only be voice recorded; video recording will only be used upon prior "case by case" written approval of the Department Head. A transcript and copy of the interview shall be provided by the City to PSEA.
- 9.11.4.8 The interview shall be held at a location provided by the City that is mutually agreeable to both PSEA and the City.
- 9.11.4.9 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.
- 9.11.4.10 The interview shall allow the member to attend to bodily functions as necessary.
- 9.11.4.11 The member shall be compensated at the overtime rate if the interview is conducted at a time other than the employee's working hours. However, the City may, at the discretion of the Department Head, reassign a member under investigation to administrative duties, Monday through Friday, 0800 to 1700 hours for the duration of the investigation.

9.11.4.12 The Association is entitled to a copy of the completed investigation report including any related existing transcripts of interviews five (5) working days prior to the impositions of disciplinary or punitive action against the member. Materials shall be provided to PSEA within 5 days upon completion of any investigation. Can be completed electronically to office@psea.net.

9.11.4.13 All administrative investigations will include one of the following dispositions for each allegation:

9.11.4.13.1 **Substantiated (or “Sustained”)**

Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.

9.11.4.13.2 **Unsubstantiated (or “Not Sustained”)**

Means that there was insufficient evidence to prove or disprove the allegation.

9.11.4.13.3 **Exonerated**

Means that the act alleged did occur, but the member's actions were lawful and proper.

9.11.4.13.4 **Unfounded**

Means that the act alleged did not occur.

9.11.4.13.5 **Other Misconduct Noted**

Means the investigation revealed an act of misconduct or violation not alleged in the complaint.

Section 9.12 Reserved

Section 9.13 Reserved

Section 9.14 Use of Polygraph Devices

No member may be compelled to submit to a **Polygraph** examination 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 **Polygraph examination** where the member and the Department mutually agree to its use nor does it mandate that a member has a right to demand a **Polygraph** examination.

Section 9.15 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:

- 9.15.1 Such information is obtained under proper legal procedure; or
- 9.15.2 Probable cause to suspect a conflict of interest with respect to the performance of his/her official duties; or
- 9.15.3 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 9.16 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; or if required by law or regulation. 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 9.17 Political Activities

9.17.1 In Uniform

All members are prohibited from engaging in political activities at any time while in uniform, unless given written consent from Chief of Police, or the Mayor.

9.17.2 **On Duty**

All members are prohibited from engaging in political activity while on duty.

9.17.3 **Solicitation**

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 9.18 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.

ARTICLE 10 FAIRBANKS POLICE DEPARTMENT (FPD) WORK RULES

Section 10.1 General Rules

10.1.1 Work Week

The work week in this Agreement shall consist of a forty (40) hours minimum in pay status from the start of the employee's regularly scheduled duty day unless a mutually agreed alternative schedule is in place.

10.1.2 Reporting Late for Duty

When members report for work later than the scheduled starting time, they shall be placed on leave without pay (Absent Without Leave) 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.

10.1.3 Consecutive Days Off

Regardless of schedule worked, each member shall be entitled to regularly scheduled days off each week. The numbers of days off are defined by the schedule the employee works. Members should not be forced to work overtime on all of his or her off-duty days. Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working ten (10) hour shift schedule, or twenty-four (24) hours off for those employees working an eight (8) hour shift schedule, will be will be compensated at 1.5 hours of non-monetary compensatory times for each hour worked.

10.1.4 Special Assignment Schedules

Members volunteering for special assignments may be assigned a work week by the City, consistent with the mission of that specific assignment.

10.1.5 Shift Swaps

Shift swaps, to be used as a judicious management tool, are allowed under this Agreement if approved by the Department Head.

10.1.6 **Time Off Between Shifts**

Each member shall have a minimum of eight (8) hours off duty from the time their last shift ends until the next scheduled shift begins. Including overtime shifts. In such instances, the next least senior member may be assigned to work. An exception to this rule is Court Duty.

10.1.7 **Maximum Consecutive Hours Worked**

Except for work performed in an emergency or life-threatening situation, no member may routinely work more than fourteen (14) consecutive hours if other employees are available. The parties further agree that there are situations, such as shift change day and certain days where a member will occasionally be required to work more than 12 non-consecutive hours in a day.

10.1.8 **Shift Bidding**

Shift preference shall be used to bid each shift as provided in this section and subsections. 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 they were required to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. No member shall remain on the same shift more than four consecutive rotations. There will be triannual shift rotations.

10.1.8.1 **Supervision by a Family Member**

Employees may not bid a shift which would require them to be evaluated or evaluate a spouse, parent, domestic partner, 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. This language will remain in effect until new city policy takes president.

10.1.8.2 Shift Bid Posting Requirements

The shift bid 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.

10.1.9 **Hardship Request**

Upon application of a member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.

10.1.10 **Personnel Assignments**

10.1.10.1 Disciplinary Reassignment

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.

10.1.10.2 Temporary Assignments

Temporary assignments, except for training duties or operational necessity, shall not exceed three years.

10.1.10.2.1 Voluntary Vacancy of Temporary Assignment

Members voluntarily electing to leave a temporary assignment early shall be assigned a shift until the next regularly scheduled preference bid.

10.1.10.2.2 Involuntary Vacancy of Temporary Assignment

A member leaving such a position other than for the reasons stated above (i.e., non-disciplinary forced transfer) will be allowed to bid for a rotation which is more than thirty (30) days from its start date.

10.1.10.3

10.1.10.4 Newly Promoted Assignments

Newly promoted employees will be assigned a shift until the

next regularly scheduled Shift Preference Bid.

10.1.10.5 Plan for Individual Improvement Scheduling

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.

Section 10.2 Pay for Working in a Higher Classification. Temporarily Working Out of Class and Acting Appointments, Deputy Chief, Captian, Lieutentant

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 three (3) months in a calendar year unless otherwise agreed between the City and the Association.

Section 10.3 Schedule Changes

When making Employee schedule changes, the Employer shall notify the Employee of any contemplated change in writing or electronic notification 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 receive 4 hours of comp time. 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.

Section 10.4 Court Attendance

10.4.1 On-Duty Attendance

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.

10.4.2 Off-Duty Attendance

If members are off-duty, they shall receive comp time with a two (2) hour minimum , unless court is within 2 hours of the employees regularly schedule shift start time, then they will be paid for actual hours worked. The appearance requirement of the off-duty employee shall be limited to what is necessary to appear and attend at court.

10.4.3 Jury Duty

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 Shift Definitions and Shift Differential Pay

10.5.1 Day Shift

The “day” shift is any shift beginning between 0500 hours and 1159 hours. Shifts beginning during the “day” shift hours are paid no shift differential.

10.5.2 Swing Shift

The “swing” shift is any shift beginning between 1200 hours and 1859 hours. **Swing shift differential of \$125 per pay period or \$3000 annually**

10.5.3 **Midnight Shift**

The “midnight” shift is any shift beginning between 1900 hours and 0459 hours. **Midnight shift differential of \$200 per pay period or \$4800 annually**

10.5.4 Differential Pay

Differential paid as follows:

Paid at end of each pay period

Prorated if the entire shift is not worked

Only one person per shift differential

Section 10.6 Overtime / Premium Pay

10.6.1 **Pay Increments**

Overtime shall be measured in one-half (1/2) hour increments.

10.6.2 **First Day of the Week**

For purposes of this section, the employee’s first duty day establishes the first day of the week.

10.6.3 **Employee’s Twenty-Four-Hour Day**

For purposes of determining overtime, the employee’s twenty-four (24) hour period begins at the commencement of the employee’s duty assignment start time.

10.6.4 **All Overtime**

All overtime worked will be compensated with comp time multiplied by 1.5 for each hour worked.

10.6.5 **Short Notice Vacancies**

For purposes of this section, "short notice" means less than eleven hours (11) notice from time of notification until the start time of the shift needing to be filled.

10.6.5.1 Filling Vacancy with On-Duty Staff

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.

10.6.5.2 Filling Vacancy with Off-Duty Staff

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, if the work shift is 2 hours prior to the employees regularly schedule shift.

10.6.6 **Medium Notice Overtime (More Than 11 Hours but Less Than 72 Hours)**

When members are needed to meet personnel requirements known more than 11 hours but less than 72 hours prior to actual assignment.

10.6.6.1 Posting of Overtime

Overtime will be offered in accordance with Long Notice. Overtime will be offered by posting and/or individual solicitation.

10.6.7 **Long Notice Overtime (Greater Than 72 Hours Notice)**

When members are needed to meet shift staffing requirements known at least seventy-two (72) hours prior to the actual assignment.

10.6.7.1 Posting of Staffing Overtime

Overtime will be determined by posting a volunteer overtime list. Overtime will be offered to employees bidding, based upon departmental needs, giving preference to classification seniority within the needed classifications.

10.6.7.1.1 Order of Officer Staffing:

Police Officer
Sergeants
Lieutenants
Detectives

10.6.7.1.2 Order of Supervising Staffing:
Lieutenants
Sergeants

10.6.8 **Special Mission Overtime**

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, DRE, etc.

10.6.9 **Other Overtime**

All other overtime shall be bid out based upon departmental seniority.

10.6.10 **No Volunteers / Forced Overtime**

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 all of their off-duty days. In such instances, the next least senior member may be assigned to work.

10.6.10.1.1 When forcing a member to work overtime would result in double-time pay due to hours in a day or the number of days worked in a week, the next least senior member will be assigned to work. There will be some instances where other members are not available, or the required tasks must be completed by the specific member which would supersede this rule.

10.6.10.1.2 Any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working 10-hour shifts, or twenty-four (24) hours off for those employees working an 8-hour shift schedule, will be compensated at 1.5 hours of non-monetary

compensatory times for each hour worked.

10.6.11 **Forced Overtime Alternate Time Bucket Method**

For long notice overtime where no volunteers are obtained, the Telestaff “buckets” feature may be used to determine the appropriate employee to force for the vacancy. If either party desires to change the type of time, or time period used to calculate the time bucket, a change can be made on mutual agreement.

10.6.11.1 Qualifying Time for Buckets

For purposes of this Agreement, overtime of all types will be tallied in the employee’s time bucket. A change can be made on mutual agreement.

10.6.11.2 Time Period for Buckets

For purposes of this Agreement the time bucket will be reset to zero at the beginning of each rotation. A change can be made on mutual agreement.

10.6.11.3 System Outage

In the event Telestaff is unavailable for bidding auctions or forced fill through the time bucket feature, all overtime bidding will revert to a manual paper process. Volunteered overtime will be awarded by seniority and forced overtime will be assigned in order of inverse seniority and applicable working rules.

10.6.12 **Errors in Awarding Overtime**

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.

10.6.13 **Minimum Call Back Rate**

Members reporting to work and not put to work shall receive two (2) hours comp time.

10.6.14 **Flex Schedule**

Nothing in this agreement bars the City and the Association from agreeing upon a "flex" schedule.

Section 10.7 Special Mission Assignments

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 10.8 Compensatory Time Off

10.8.1 **Compensatory Time (Comp Time)**

The Command Unit members are exempt employees, therefore any overtime work will only be compensated with comp time at 1.5 hours for 1. Members will have a 240 hour cap on their comp bank. Everything over 240 will be removed, without compensation, each pay period.

Section 10.9 Training

Requirement

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. Deputy Chief, Captian, and Lieutentants shall have initial and annual training for supervisors from a nationally certified training center. Initial mutually agreed upon training will be completed within in 1 year of promotion

Section 10.10 Police Administration

10.10.1 Deputy Chief

The Department Head shall promote a Deputy Chief and Captain from the ranks of Captain or Lieutenants in accordance with CBA. Selection and term of service is based on criteria established by the Department Head and this CBA. The Deputy Chief remains in the Bargaining Unit. The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to him/her by the Department Head.

10.10.2 No person outside the PSEA bargaining units can be placed in an acting status in the capacity of the Deputy Chief, Captain, Lieutenant.

10.10.3 Lieutenant Assignments

Lieutenants assigned to positions other than Shifts (such as Investigations and Special Operations) shall serve a minimum two (2) year assignment. If mutually agreed upon by the City and the incumbent, the assignment may be extended up to a maximum of five (5) years. Except for just cause, Lieutenants in these assignments may not be removed prior to completion of a two (2) year assignment.

Section 10.11 Schedules

10.11.1 Blended Schedule

Management reserves the right to implement a blended schedule within the units.

10.11.2 Forty Hour Work Week

10.11.2.1 Five Days, Eight Hour Shifts

10.11.2.2 Four days, 10-Hour Shifts

A mutually agreeable alternative to the normal five (5) day, eight (8) hour work week 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 work week provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The four-day work week shall consist of four (4) ten (10) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a ten (10) hour work day.

ARTICLE 11 HOLIDAYS

Section 11.1 Holidays

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

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

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

Section 11.2 Weekend Holidays

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 the appropriate supervisor will be required to work on a designated holiday.

Section 11.3 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 Personal Leave

12.1.1 Personal Leave Accumulation

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

One - Two Years:	160 hours per calendar year
Three – Five Years:	200 hours per calendar year
Over Five Years:	240 hours per calendar year

12.1.2 Limit of Leave Accumulation

The maximum leave bank accumulation for an employee is 500 hours. At the end of a calendar year any employee that has over 500 hours, will have their unscheduled leave in excess of 500 hours cashed out on their final paycheck of the calendar year.

Effective 31 Dec 2021 any employee who has over 500 hours accumulation of leave will be able to use the Grandfather clause one time and one time only:

Grandfather Clause: Employees who exceed the 500 hours of leave accumulation have two years to draw down their leave. If this clause is used, then 31 Dec 2023 will be the date that all leave in excess of 500 will be cashed out on their final paycheck of the calendar year.

Section 12.2 Leave Requests

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

12.2.1 Leave Denied, Cancelled, or Terminated

An employee's scheduled leave may be denied, cancelled, 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.

12.2.2 Leave Usage

Only earned leave may be requested or taken. Employees may not take scheduled Personal leave until the completion of field training. On a case by case basis Department Head may approve leave outside of this section.

12.2.3 Probationary Period Leave

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 12.3 Termination

Upon termination, of any employee covered by this Agreement, accrued Personal Leave shall be cashed out.

Section 12.4 Draw down of Personal Leave

Employees may elect to "cash out" leave hours at 105% of the current value, provided that members may not "cash out" below 80 hours. The "cashed out" hours may be 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 12.5 Exceptions Regarding Leave Cash-Outs

12.5.1 Leave Cash-out for Deferred Compensation

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.

12.5.2 **Leave Cash-out for Hardship**

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 a 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 seven (7) business days of the request for payment.

12.5.3 **Leave Cash-out Change in Job Status**

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 12.6 Leave Without Pay

12.6.1 **Authority**

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.

12.6.2 **Leave Without Pay Request**

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.

12.6.3 **Requested Reduction in Hours**

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.

Section 12.7 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 City 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 12.8 Family Medical Leave Act

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

Section 12.9 Funeral Leave

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

Section 12.10 Donated Leave

Employees may assist other Employees in time of need, with Department Head approval. The following shall be the vehicle for that purpose:

12.10.1 Minimum Hours Donated Leave

Each Employee wishing to donate Personal Leave will submit their donation of not less than four (4) hours in accordance with Department policy.

12.10.2 Donated Leave Conversion

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.

Section 12.11 Business Leave

12.11.1 Business Leave Annual Donations

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.

12.11.2 Voluntary Business Leave Donation

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.

12.11.3 Business Leave Withdrawal

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

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

Section 13.2 Change of Pay Period

The City reserves the right to establish a bi-weekly pay period upon thirty (30) calendar days 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 Employee Time Sheets

13.3.1 Leave and Earnings Statement

The City shall furnish each member with an itemized statement of earnings and deductions specifying hours paid, straight time, overtime, personal leave pay, holiday pay and other compensation payable to the member which is included in the check.

13.3.2 Time Sheet Changes

Changes to a member's time sheet shall be forwarded to the member and the Administrative Assistant as soon as possible and prior to the next scheduled pay day.

13.3.3 Time Sheet Disclosure

Time Sheets shall be made available by the Employer for inspection by the Employee or PSEA Representative upon twenty-four (24) hours' notice by the Association.

Section 13.4 PERS Contribution

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 Promotional Probation

The probationary, or working test period, is an integral part of the promotion 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 their position, and to dismiss a probationary member whose performance does not meet required work standards.

14.1.1 Probation Length

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 their former position at any time during this probationary period without the right to file a grievance.

Section 14.2 Returning to Bargaining Unit

Employees who accept a promotion out of the Bargaining Unit are entitled to bump back to their former position in the Bargaining 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 Bargaining Unit position for which the employee is otherwise qualified, but in no event shall a promoted employee be permitted to bump a Bargaining Unit employee into a lower rank or lay-off status.

Srction 14.3 Returning to Bargainin Unit after Separation

A member may retain seniortity within this bargaining unit if member is separated less than one (1) year from date of separation, if still employed with the City of Fairbanks.

ARTICLE 15 SENIORITY

Section 15.1 Termination of Seniority

Department Seniority shall be terminated upon:

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

Section 15.2 Seniority Preserved

Department Seniority shall not be interrupted by:

- Periods of approved leave, including Workers' Compensation absences
- Military leave for National Guard / Reserve Training
- Active military duty when recall for such duty is beyond the control of the member
- Promotion out of the Bargaining Unit during the first six (6) months
- Retirement disability up to five (5) years
- FMLA

*Any periods of Leave Without Pay (LWOP) other than list above shall result in seniority being frozen for all periods of absence.

Section 15.3 Seniority Defined

The member with the longest term of credited service with the Department shall be number one (1) on the Department Seniority list and all other members shall be listed accordingly. The Department shall yearly prepare and prominently post a Department Seniority roster in each work area of the Department. Seniority, as defined in this Agreement, shall in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case.

Section 15.4 Seniority for Classification Defined

Seniority for Command Unit will be defined as date of promotion into classification, time served in Classification, unless the member separates fully from FPD.

Section 15.5 Seniority Promotion/Demotion

15.5.1 Promoting Outside of Bargaining Unit

If a member is promoted into a classification in the 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 Bargaining Unit shall terminate.

15.5.2 Returning to Bargaining Unit

Employees promoted out of this Bargaining Unit who are involuntarily demoted or whose positions are eliminated shall be returned with departmental seniority and 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 Agreement.

Section 15.6 Transfer / Return Seniority

15.6.1 Change in Classification

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.

15.6.2 **Involuntary Return for Disciplinary Reasons**

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.

15.6.3 **Involuntary Return for Non-Disciplinary Reasons**

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.

15.6.4 **Temporary Seniority Accrual**

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 six (6) months. If the promoted member remains in his/her current position beyond six (6) months, his/her former classification seniority will be frozen at the time reflecting the date of his/her promotion.

ARTICLE 16 DISCIPLINARY ACTION

Section 16.1 Counseling

Whenever employee performance, attitude, work habits or personal conduct at any time falls to a level unsatisfactory to their 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 16.2 Written Reprimand

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 16.3 Suspension Without Pay

An employee may be suspended without pay and/or demoted by his/her Department Head with approval of the City Mayor, or designee, for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence, or other justifiable reason when alternate personnel actions are not appropriate. Employees shall be furnished an advance written notice at least twenty-four (24) hours prior to the effective date containing the nature of the proposed action. Said employee shall be advised that he/she is entitled to have a PSEA Staff representative present at any meeting where disciplinary actions are contemplated or possible. If a member is suspended for a period of days, rather than a term of consecutive hours, the term "day" shall be deemed to mean that the member is suspended for the full twenty-four (24) hours of such day.

Section 16.4 Reasons for Dismissal

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

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

Section 16.5 Termination Pay

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 16.6 Appeal

An employee may appeal disciplinary action under this section pursuant to the grievance procedure as set forth under [Article 8](#) 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 of any discipline less than termination, the employee shall be retained in duty status, or placed on leave with pay, at the discretion of the City Mayor or designee.

Section 16.7 Notice of Termination from City

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 16.8 Notice of Termination from Employee

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

Section 16.9 Standards for Demotion/Discharge

No member shall be disciplined, demoted or discharged except for "just cause."

ARTICLE 17 CLASSIFICATION AND HOURLY WAGE RATES

Section 17.1 Special Duty Pay

Lieutenants assigned to the Investigations will receive a five percent (5%) allowance for the performance of these duties. This allowance will be calculated on the base wage of the employee.

Section 17.2 Pay Scale –

Annual Salaries are as follows:

Deputy Chief - \$135,000.00 a year

Captain - \$130,000.00 a year

Lieutenant - \$125,000.00 a year

Section 17.3 Change of Classification

17.3.1 Voluntary Change of Classification

If the change to a lower classification is voluntary, the employees pay will decrease inversely as outlined in PSEA Contract.

17.3.2 Disciplinary Change of Classification

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 17.4 City Created New or Changed Classifications

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 17.5 New or Changed Classifications

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 18 EDUCATION PAY

Section 18.1 Licensing and Certification

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.

Section 18.2 Continuing Education Reimbursement

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 18.3 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 19 EQUIPMENT AND CLOTHING

Section 19.1 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 the City

Section 19.2 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 19.3 Personal Property

Employees who suffer a loss or damage to the listed personal property and/or clothing (excluding normal wear and tear), which is reasonably carried and utilized in the line of duty shall be reimbursed for such loss or damage by the City if the loss or damage did not occur as a result of the negligence of the employee. Such claims will be processed through the Department, but in no case shall exceed two hundred fifty dollars (\$250.00) per occurrence. The following is a list of personal property eligible for reimbursement:

Watches

Eyeglasses

Shoes

Flashlights

Knives and/or sheaths

Clothing (Plainclothes assignments)

Clip Boards

Other personal property may be considered for reimbursement on a case-by-by case basis decided by the Chief of Police or his/her designee

Section 19.4 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, vehicles, and all other equipment and instruments necessary to perform the work.

Section 19.5 Unsafe Equipment

No employee shall be required to operate any unsafe equipment. No disciplinary action or other form of discrimination shall be instituted against any employee for questioning whether a piece of equipment is safe.

Section 19.6 Initial Issue Uniforms.

19.6.1 Issued Clothing

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

Police Department

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

Section 19.7 Sidearm

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.

Section 19.8 Clothing Allowance

All non-uniformed commissioned officers and uniformed civilian employees shall be given \$500.00 allowance in January each year to maintain/replace approved clothing for their on-duty use.

Section 19.9 Incidental Purchase Allowance

The Department will pay each commissioned officer \$150.00 in January of each year for incidental purchases of duty equipment.

ARTICLE 20 FILLING OF VACANCIES

Section 20.1 Promotion

Promotion - When a vacancy occurs, or a new position is established within the Bargaining Unit for which there is no one on the lay-off list, the parties agree that the vacancy may be filled from among PSEA bargaining unit members if a qualified member applies.

Section 20.2 Qualifications

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 20.3 Vacancy Announcements

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.

Section 20.4 Advertised Internally First

When a vacancy occurs, or a new position in this bargaining unit is established, the Human Resources Department shall advertise internally first. If there are less than 3 internal applicants for each vacancy the city may advertise outside the bargaining unit. The announcement from the Human Resources Department will state instructions for their application. All interested members who possess the requisite qualifications, as listed in the job description, will receive an interview.

Section 20.5 Eligibility After Probationary Period

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 20.6 Transfer Within Bargaining Unit

Bargaining Unit employees seeking promotional or lateral transfer or transfers to a different a 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 20.7 Qualifications for Deputy Chief, Captian, and Lieutentants

In the exercise of the City's discretion in making a promotion, the following guidelines will be observed:

- Applicants must meet minimum qualifications in recruitment announcements.
- Applicants must satisfactorily pass competitive examinations when applicable.
- Performance evaluation reports, if available, will be considered.
- Pre-test qualifications required for the rank of Deputy Chief, Captain, and Lieutenants shall include an advanced certification from the APSC, and an equivalent of time-in-rank and/or college education as presently required by City promotional standards. In addition shall have two (2) years of supervisory experience within the PSEA bargaining unit. In the event no candidates inside the PSEA bargaining units apply or meets the qualifications as set, by mutual agreement the City may recruit outside the bargaining unit.

Section 20.8 Probationary Period

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

ARTICLE 21 PERSONNEL RECORDS

Section 21.1 File Maintenance

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 hire to termination. Only one such file shall be maintained by the City.

Section 21.2 Personnel File Contents

The personnel file includes employee's employment application, , summary of employment and administrative 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," or "unfounded."

Completed administrative and employment investigative files shall be maintained by the department administration.

All medical information will be maintained in a separate Medical File housed in the City Human Resources Department.

Section 21.3 Employee Access to Personnel Files

21.3.1 Access to Employee File

An individual employee shall have access to his/her personnel file, or to any closed Administrative Investigation(AI) file or to any information pertaining to the employee which is maintained in the personnel file, at any reasonable time. A member shall have the opportunity to comment upon any adverse materials in the member's personnel file. Personnel Files are confidential. They may be inspected by the Department Head or those authorized by the Department Head.

21.3.2 Pre-Employment File

An employee may review all files pertaining to the employee with the exception of the Pre-Employment File.

Section 21.4 Record of Disciplinary Actions

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

Section 21.5 Supervisor Files

Nothing in this Agreement shall prevent supervisors from maintaining and utilizing "Working Supervisor Files." 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 21.6 Disciplinary Action Files

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

- Written Reprimands
- Suspension Without Pay
- Involuntary Transfer
- Demotion
- All Administrative and Criminal Investigations: formal or informal which result in disciplinary action against the employee
- Last Chance Agreement
- Termination

Section 21.7 No Other Files

Except for Working Supervisor Files 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 21.8 Two Year Documentation Restriction

Documents reflecting disciplinary action contained within a member's personnel file which are dated two (2) 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 [23.3](#) of this Article.

Section 21.9 Citizen Complaints

Documents reflecting citizen complaints shall be maintained by the department. Summaries of sustained complaints which results in action defined in Section [23.6](#) would be forwarded to the personnel file and to PSEA within five (5) working days of complaint.

Section 21.10 Removal of File Information

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

ARTICLE 22 MANUAL OF DIRECTIVES

Section 22.1 Manual of Policy & Procedure

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

Section 22.2 Time from Proposal to Effective Date

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 23 TRAVEL AND PER DIEM

Section 23.1 Official Travel Outside City of Fairbanks

Business travel shall be governed by the current City Travel Policy, as adopted by the Mayor. Employees' time spent at official conferences, meetings or training sessions is compensable. If the employee is unable to return to the normal work place, a full 8 hours of compensable time is earned. Should the actual training or meetings exceed 8 hours, all time spent is compensable.

The City will fully reimburse the employee for travel, lodging, parking, and other required expenses. The City will use the State of Alaska per diem rates for all travel meals and optional items.

Section 23.2 Use of Personal Vehicles

Employees are not obligated to use their privately-owned vehicles for City business. Unless a City vehicle is provided and readily available, an employee may use their privately-owned vehicle. 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 24 ORAL OR WRITTEN AGREEMENT

Section 24.1 Conflict of This Agreement Employee

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 24.2 Conflict of This Agreement City

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 25 MISCELLANEOUS

Section 25.1 Current Agreement and Letters of Agreement

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

Section 25.2 Difference or Conflict of Agreement

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 25.3 Performance of Work

No individual from outside the Fairbanks Police Command Unit 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 City Departments, Volunteers in Policing, Emergency Services Patrol, 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 25.4 Sole and Complete Agreement

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 Agreement have no legal effect on the parties.

ARTICLE 26 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:

Section 26.1 Anniversary Date

"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.

Section 26.2 Appropriate Medical Professional

An “appropriate medical professional” means a licensed physician if the employee’s physical ability to perform normal work assignments is in question, or a licensed psychiatrist or licensed psychologist if the employee’s mental or psychological ability to perform normal work assignments is in question.

Section 26.3 Bargaining Unit

"Bargaining Unit" in this Agreement means all employees represented by the PSEA working in classifications listed at [Article 17](#).

Section 26.4 City

"City" means the City of Fairbanks, Alaska.

Section 26.5 Classification

"Classification" (verb) is the act of grouping positions in classes with regard to:

- duties and responsibilities
- requirements as to education, knowledge, experience and ability
- tests and fitness
- ranges of pay

Section 26.6 Classification or Class

"Classification" or "class" (noun) is the resulting designation of one or more positions into a single grouping.

Section 26.7 Days

"Day(s)" as used in this Agreement providing time constraints on the parties means calendar days, exclusive of holidays unless otherwise specified herein.

Section 26.8 Department

"Department" means the Fairbanks Police Department or Fairbanks Emergency Communications Center, or any subsequently formed department which includes Police/Dispatch functions, likewise, "Department Head" shall refer to the person designated to have administrative authority over the Police/Dispatch functions, whether that person be denominated as "Department Head" or otherwise.

Section 26.9 Duty Day

"Duty Day" means any day on which a member is assigned to work a shift.

Section 26.10 Emergency Situation

The normal and accepted meaning, however, this does not include routine manpower shortages.

Section 26.11 Employee

"Employee" has the same meaning as "member," infra.

Section 26.12 Employer

"Employer" means the City of Fairbanks, Alaska.

Section 26.13 FGC

"FGC" means the Fairbanks General Code.

Section 26.14 Member

"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; except where the circumstances so indicate, "member" and "employee" are used interchangeably in this Agreement.

Section 26.15 Non-Permanent Employee

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

Section 26.16 Personnel File

"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.

Section 26.17 Promotion

"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.

Section 26.18 Shift

"Shift" means the normally scheduled work hours on a duty day.

Section 26.19 Tour

"Tour" is a four-month shift assignment.

Section 26.20 Transfer

"Transfer" in this Agreement means the voluntary or involuntary assignment or reassignment of a member's work area or duty assignment.

ARTICLE 27 EXECUTION OF AGREEMENT

THIS AGREEMENT, CONSISTING OF 131 PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON _____ AND BY THE MEMBERSHIP OF THE ASSOCIATION ON _____. AGREEMENT UPDATED _____.

CITY OF FAIRBANKS

PUBLIC SAFETY EMPLOYEES ASSOCIATION

Jim Matherly Date
Mayor, City of Fairbanks

Charisse Millett Date
PSEA

Mike Meeks Date
Chief of Staff

Ron Dupee Date
PSEA

Angela Foster-Snow Date
HR PSEA

Rick Sweet Date