

**ORDINANCE NO. 6216**

**AN ORDINANCE AMENDING THE PSEA – CITY OF FAIRBANKS  
COLLECTIVE BARGAINING AGREEMENT TO ADD AN ADDITIONAL  
WORK SCHEDULE OPTION**

**WHEREAS**, the current collective bargaining agreement (CBA) between the Public Safety Employees Association, Fairbanks Police Department Chapter (PSEA), and the City of Fairbanks was ratified by both parties and became effective January 1, 2022; and

**WHEREAS**, Fairbanks General Code Section 42-1(h) provides that all amendments to labor contracts negotiated during the life of the contract must be approved by council ordinance; and

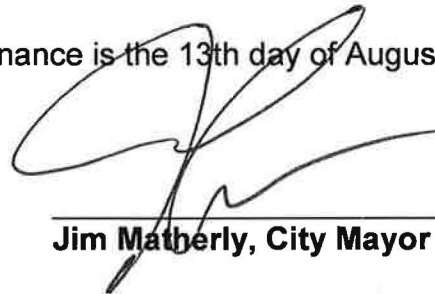
**WHEREAS**, the Fairbanks Police Department (FPD) and PSEA are addressing significant staffing shortages and will be for the foreseeable future; and

**WHEREAS**, FPD and PSEA have negotiated an alternative work schedule, set out in the attached Letter of Agreement, that will help address staffing shortages and officer work time issues.

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

**Section 1.** The amendment to the PSEA – City of Fairbanks collective bargaining agreement as set out in the Letter of Agreement, Attachment A hereto, is hereby approved.

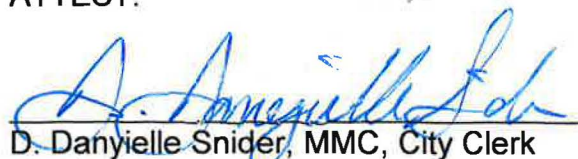
**Section 2.** The effective date of this ordinance is the 13th day of August 2022.



\_\_\_\_\_  
**Jim Matherly, City Mayor**

YEAS: Therrien, Clark, Cleworth, Gibson, Marney, Rogers  
NAYS: None  
ABSENT: None  
ADOPTED: August 8, 2022

ATTEST:



\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 6216

Abbreviated Title: ORDINANCE AMENDING PSEA CBA TO CHANGE WORK SCHEDULE

Department(s): POLICE

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes \_\_\_\_\_ No x

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:**

<b>PROJECTS:</b>	<b>2022</b>
OVERTIME & BENEFIT COSTS	\$ -
<b>TOTAL</b>	<b>\$ -</b>

<b>FUNDING SOURCE:</b>	<b>2022</b>
GENERAL FUND	\$ -
<b>TOTAL</b>	<b>\$ -</b>

The proposed changes to the current Public Safety Employee Association (PSEA) Collective Bargaining Agreement will add an alternate work schedule. The alternate work schedule will result in 4 hours of overtime per pay period. This fiscal note estimates overtime and benefit costs from August 1, 2022 to December 31, 2022 in the amount of \$81,200. **The department has salary savings to cover this cost; therefore, this will not result in a budget amendment.**

Reviewed by Finance Department: Initial mb Date 7/20/2022

**Attachment A to Ordinance No. 6216**

**LETTER OF AGREEMENT**

By and Between:

The Fairbanks Police Department through the City of Fairbanks (FPD)  
and  
The Public Safety Employees' Association (PSEA),

Regarding:

**The terms and conditions governing an Alternative Twelve-Hour Workweek (as shown below)  
Option for Police Department members**

Concept and Purpose: FPD and PSEA are addressing significant staffing shortages for the foreseeable future. This agreement requires mutual agreement between the City of Fairbanks and PSEA.

Overall Description: In its simplest form, the program is intended to merely redefine the workweek to be Monday through Sunday for a 14-day work period. The work period may not coincide with the pay period. The work period is 80 hours of straight time and four hours of overtime. Employees would work 12-hour shifts on the schedule below, leaving all other provisions of the underlying Collective Bargaining Agreement (CBA) intact.

<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THU</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>	
<b>WORK</b>	<b>WORK</b>	<i>OFF</i>	<i>OFF</i>	<b>WORK</b>	<b>WORK</b>	<b>WORK</b>	<b>SQUAD A Week 1</b>
<i>OFF</i>	<i>OFF</i>	<b>WORK</b>	<b>WORK</b>	<i>OFF</i>	<i>OFF</i>	<i>OFF</i>	<b>SQUAD A Week 2</b>
<i>OFF</i>	<i>OFF</i>	<b>WORK</b>	<b>WORK</b>	<i>OFF</i>	<i>OFF</i>	<i>OFF</i>	<b>SQUAD B Week 1</b>
<b>WORK</b>	<b>WORK</b>	<i>OFF</i>	<i>OFF</i>	<b>WORK</b>	<b>WORK</b>	<b>WORK</b>	<b>SQUAD B Week 2</b>

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

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

1. When measured **in the 14-day work period**, overtime will accrue after a full 80 hours of duty have been performed or on employee's day off.
2. When measured **daily**, overtime accrues at this rate: Those hours of work (a) over 12 consecutive hours up to 13 hours, or (b) over 12 hours in any day up to 13 hours, will be paid at the basic rate plus shift differential multiplied by one and a half. Those hours of work (a) over 13 hours in any day, or (b) those hours of work over 13 consecutive hours, will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.
3. Any hours which a member is required to work during his or her days off will be addressed as follows:

On the employee's two-day weekend, any hours worked which prevents the employee from having twenty-four consecutive hours off will be paid at the base rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

On the employee's three-day weekend, any hours worked which prevents the employee from having forty-eight consecutive hours off will be paid at the base rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time. Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

4. Consistent with 10.6.14 of the underlying contract, no member will routinely work more than 14 hours in a work day, nor be forced to work overtime on all of his or her off-duty days or forced to work over 12 consecutive hours, except for forced exigent circumstances or court. In such instances, the next least senior member in that classification may be assigned to work.

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

1. Relief Breaks-Employees shall be afforded three relief breaks of 15 minutes to be taken evenly throughout their shift.
2. All leave is paid at the regular rate.

Execution of Agreement:

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City Representative	Date	PSEA Representative	Date
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This agreement is entered into solely to address the specific circumstance of this particular situation. It does not establish any practice or precedent between the parties. This agreement shall not be referred to in any other dispute, grievance, arbitration, hearing, or any other forum, except as may be necessary for the execution of its terms.