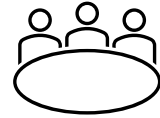




**FAIRBANKS CITY COUNCIL  
REGULAR WORK SESSION AGENDA  
TUESDAY, FEBRUARY 18, 2025 AT 7 A.M.**

MEETING WILL BE HELD VIA [ZOOM WEBINAR](#)  
AND AT FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



1. Roll Call
2. Ordinance No. 6309 – An Ordinance Amending the 2025 Operating, Capital, and Fairbanks Transportation Center Budgets for the First Time. [advanced to February 24]
3. Ordinance No. 6310 – An Ordinance Authorizing the Lease of Office Space in City Hall to the Denali Commission. [advanced to February 24]
4. Ordinance No. 6311 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association. [not introduced]
5. FPD Staffing and Body Cams
6. Discussion on Alcohol License Application Review
7. Update on February 10 Chauffeur License Appeal
8. Finance Committee Report
9. Mayor and Council Member Comments
10. Next Regular Work Session – Tuesday, March 4, 2025, 7:00 a.m.
11. Adjournment

INFORMATIONAL ONLY: Pending Items of City Council Business

Ordinance No. 6283, as Amended – An Ordinance Amending Fairbanks General Code by Enacting Section 10-207 to Require That Vacant Buildings Be Secured and Registered and Establishing Fines for Violations of These Requirements. Introduced by Mayor Pruhs and Councilmembers Sprinkle and Ringstad. **Postponed to the Regular Meeting of May 19, 2025.**

Ordinance No. 6285, as Amended – An Ordinance Amending Fairbanks General Code Section 74-36 Economic Development Property Tax Rebate and Enacting Section 74-37 Tax Incentive for Property Development, Redevelopment, or Renovation. Introduced by Mayor Pruhs and Councilmembers Sprinkle and Ringstad. **Postponed to the Regular Meeting of May 12, 2025.**

Ordinance No. 6305 – An Ordinance Amending Fairbanks General Code Section 70-162, to Ensure Visible and Safe Traffic Intersections and Amending the City Schedule of Fees and Charges for Services. Introduced by Mayor Pruhs. **Postponed to the Regular Meeting of June 9, 2025.**

**ORDINANCE NO. 6309**

**AN ORDINANCE AMENDING THE 2025 OPERATING, CAPITAL,  
AND FAIRBANKS TRANSPORTATION CENTER BUDGETS FOR  
THE FIRST TIME**

**WHEREAS**, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2025 operating, capital, and transportation center budget.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows** [amendments shown in **bold** font; deleted text in ~~striketrough~~ font]:

**SECTION 1.** There is hereby appropriated to the 2025 General Fund, Capital Fund, and Fairbanks Transportation Center budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025 (see pages 2 and 3) [amendments shown in **bold** font; deleted text or amounts in ~~striketrough~~ font]:

## GENERAL FUND

| REVENUE                                | APPROVED<br>COUNCIL<br>APPROPRIATION | INCREASE<br>(DECREASE) | PROPOSED<br>COUNCIL<br>APPROPRIATION |
|----------------------------------------|--------------------------------------|------------------------|--------------------------------------|
| Taxes (all sources)                    | \$ 28,913,515                        | \$ -                   | \$ 28,913,515                        |
| Charges for Services                   | 6,579,500                            | -                      | 6,579,500                            |
| Intergovernmental Revenues             | 2,476,080                            | -                      | 2,476,080                            |
| Licenses and Permits                   | 2,193,805                            | -                      | 2,193,805                            |
| Fines and Forfeitures                  | 551,000                              | -                      | 551,000                              |
| Interest and Penalties                 | 1,515,000                            | -                      | 1,515,000                            |
| Rental and Lease Income                | 158,539                              | -                      | 158,539                              |
| Other Revenues                         | 250,000                              | -                      | 250,000                              |
| Other Financing Sources                | 5,523,682                            | (4,839,395)            | 684,287                              |
| Total revenue appropriation            | \$ 48,161,121                        | \$ (4,839,395)         | \$ 43,321,726                        |
| EXPENDITURES                           |                                      |                        |                                      |
| Mayor Department                       | \$ 892,030                           | \$ -                   | \$ 892,030                           |
| Legal Department                       | 262,760                              | -                      | 262,760                              |
| Office of the City Clerk               | 630,120                              | 1,752                  | 631,872                              |
| Finance Department                     | 1,066,350                            | -                      | 1,066,350                            |
| Information Technology                 | 2,898,400                            | 37,042                 | 2,935,442                            |
| General Account                        | 6,925,000                            | 51,881                 | 6,976,881                            |
| Police Department                      | 8,226,540                            | 19,661                 | 8,246,201                            |
| Communications Center                  | 3,004,590                            | 6,790                  | 3,011,380                            |
| Fire Department                        | 10,738,720                           | 69,839                 | 10,808,559                           |
| Public Works Department                | 9,791,297                            | 71,846                 | 9,863,143                            |
| Engineering Department                 | 1,170,580                            | 15,851                 | 1,186,431                            |
| Building Department                    | 849,750                              | -                      | 849,750                              |
| Total expenditure appropriation        | \$ 46,456,137                        | \$ 274,662             | \$ 46,730,799                        |
| 2024 unassigned fund balance           | \$ 19,076,765                        | \$ -                   | \$ 19,076,765                        |
| Prior year encumbrances                | -                                    | (274,662)              | (274,662)                            |
| Transfers to other funds               | -                                    | (4,770,000)            | (4,770,000)                          |
| Other changes to the budget            | 1,704,984                            | (69,395)               | 1,635,589                            |
| 2025 estimated unassigned fund balance | \$ 20,781,749                        | \$ (5,114,057)         | \$ 15,667,692                        |

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$10,000,000. 20% of budgeted annual expenditures is \$ 9,346,160

## **CAPITAL FUND**

|                                                        | APPROVED<br>COUNCIL<br>APPROPRIATION | INCREASE<br>(DECREASE) | PROPOSED<br>COUNCIL<br>APPROPRIATION |
|--------------------------------------------------------|--------------------------------------|------------------------|--------------------------------------|
| <b>REVENUE</b>                                         |                                      |                        |                                      |
| Transfer from Permanent Fund                           | \$ 733,160                           | \$ (8,674)             | \$ 724,486                           |
| Transfer from General Fund                             | -                                    | 4,000,000              | 4,000,000                            |
| Property Repair & Replacement                          | 150,000                              | -                      | 150,000                              |
| Public Works                                           | 250,000                              | -                      | 250,000                              |
| Garbage Equipment Reserve                              | 291,600                              | -                      | 291,600                              |
| IT                                                     | 75,000                               | -                      | 75,000                               |
| Police                                                 | 300,000                              | -                      | 300,000                              |
| Communications Center                                  | 140,000                              | -                      | 140,000                              |
| Fire                                                   | 260,000                              | 500,000                | 760,000                              |
| Building                                               | 10,000                               | -                      | 10,000                               |
|                                                        | <u>\$ 2,209,760</u>                  | <u>\$ 4,491,326</u>    | <u>\$ 6,701,086</u>                  |
| <b>EXPENDITURES</b>                                    |                                      |                        |                                      |
| Property Repair & Replacement                          | \$ 4,447,500                         | \$ 1,616,149           | \$ 6,063,649                         |
| Public Works Department                                | 1,404,000                            | 426,687                | 1,830,687                            |
| Garbage Equipment Reserve                              | -                                    | 849,050                | 849,050                              |
| IT Department                                          | 145,000                              | 102,440                | 247,440                              |
| Police Department                                      | 420,000                              | 522,680                | 942,680                              |
| Fire Department                                        | 650,000                              | 1,105,260              | 1,755,260                            |
| Road Maintenance                                       | 3,289,842                            | 669,487                | 3,959,329                            |
| Building Department                                    | 67,000                               | -                      | 67,000                               |
|                                                        | <u>\$ 10,423,342</u>                 | <u>\$ 5,291,753</u>    | <u>\$ 15,715,095</u>                 |
| 2024 fund balance                                      | \$ 21,341,786                        | \$ -                   | \$ 21,341,786                        |
| Prior year encumbrances                                | -                                    | (3,787,165)            | (3,787,165)                          |
| Prior year reappropriations                            | -                                    | (1,319,588)            | (1,319,588)                          |
| Transfers from other funds                             | -                                    | 4,491,326              | 4,491,326                            |
| Other changes to the budget                            | (8,213,582)                          | (185,000)              | (8,398,582)                          |
| 2025 estimated fund balance                            | <u>\$ 13,128,204</u>                 | <u>\$ (800,427)</u>    | <u>\$ 12,327,777</u>                 |
| Estimated unassigned capital fund balance for projects |                                      |                        | <u><u>\$ 6,839,160</u></u>           |

## TRANSPORTATION CENTER FUND

|                                 | APPROVED<br>COUNCIL<br>APPROPRIATION | INCREASE<br>(DECREASE) | PROPOSED<br>COUNCIL<br>APPROPRIATION |
|---------------------------------|--------------------------------------|------------------------|--------------------------------------|
| <u>REVENUE</u>                  |                                      |                        |                                      |
| Transfer from General Fund      | \$ -                                 | \$ 270,000             | \$ 270,000                           |
| Parking Garage Revenue          | 219,000                              | -                      | 219,000                              |
| Total revenue appropriation     | <u>\$ 219,000</u>                    | <u>\$ 270,000</u>      | <u>\$ 489,000</u>                    |
| <u>EXPENDITURES</u>             |                                      |                        |                                      |
| Property Repair & Replacement   | \$ -                                 | \$ 270,000             | \$ 270,000                           |
| Operating Costs                 | 219,000                              | -                      | 219,000                              |
| Total expenditure appropriation | <u>\$ 219,000</u>                    | <u>\$ 270,000</u>      | <u>\$ 489,000</u>                    |
| 2024 fund balance               | \$ 5,522,894                         | \$ -                   | \$ 5,522,894                         |
| Transfers from other funds      | -                                    | -                      | -                                    |
| Other changes to the budget     | -                                    | -                      | -                                    |
| 2025 estimated fund balance     | <u>\$ 5,522,894</u>                  | <u>\$ -</u>            | <u>\$ 5,522,894</u>                  |

**SECTION 2.** This ordinance also appropriates the use of committed emergency snow removal funds in the amount of \$250,000 as designated by the Mayor.

**SECTION 3.** All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025.

**SECTION 4.** The effective date of this ordinance shall be six days after adoption.

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**David Pruhs, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A Chard, City Attorney

**FISCAL NOTE**  
ORDINANCE NO. 6309  
AMENDING THE 2025 OPERATING, CAPITAL, AND FAIRBANKS  
TRANSPORTATION CENTER BUDGETS FOR THE FIRST TIME

**GENERAL FUND**  
**(\$4,839,395) Decrease in Revenue**  
**\$274,662 Increase in Expenditures**

**Revenue (total -\$4,839,395)**

1. Tax Revenue
2. Charges for Services
3. Intergovernmental Revenues
4. License and Permits
5. Other Revenue
6. Other Financing Sources
  - (\$1,510,000) transfer to the capital fund for investment income and sale of assets
  - (\$2,490,000) transfer to the capital fund
  - (\$500,000) transfer to the capital fund for fire apparatus
  - (\$270,000) transfer to the transportation center fund
  - (\$69,395) decrease transfer from the permanent fund

**Expenditures (total \$0)**

1. Public Works
  - \$183,750 increase to salaries and benefits for one full-time laborer (\$106,050 annual cost) and one full-time operator (\$114,450 annual cost)
  - (\$183,750) decrease to salaries and benefits for temporary wages and benefits

**Encumbrance Carryforward for Purchase Orders (total \$274,662)**

1. Office of the City Clerk
  - \$1,752 increase for encumbrance carryforward
2. Information Technology
  - \$37,042 increase for encumbrance carryforward
3. General Account
  - \$51,881 increase for encumbrance carryforward
4. Police Department
  - \$19,661 increase for encumbrance carryforward
5. Communications Center
  - \$6,790 increase for encumbrance carryforward
6. Fire Department
  - \$69,839 increase for encumbrance carryforward
7. Public Works
  - \$71,846 increase for encumbrance carryforward
8. Engineering Department
  - \$15,851 increase for encumbrance carryforward

**CAPITAL FUND**

**\$4,491,326 Increase in Revenue**

**\$5,291,753 Increase in Expenditures**

**Revenue (total \$4,491,326)**

1. Other Financing Sources
  - \$1,510,000 transfer from the general fund for investment income and sale of assets
  - \$2,490,000 transfer from general fund
  - \$500,000 transfer from general fund for fire department
  - (\$8,674) decrease transfer from the permanent fund

**Expenditures (total \$185,000)**

1. Property Repair & Replacement
  - \$25,000 increase for Golden Heart Plaza Improvements
  - \$150,000 increase for City Hall restrooms upgrade
2. Fire Department
  - \$10,000 increase for fire chief vehicle

**Encumbrance Carryforward for Purchase Orders (total \$3,787,165)**

1. Property Repair & Replacement
  - \$841,048 increase for encumbrance carryforward
2. Public Works
  - \$426,687 increase for encumbrance carryforward
3. Garbage Equipment Reserve
  - \$849,050 increase for encumbrance carryforward
4. IT Department
  - \$82,440 increase for encumbrance carryforward
5. Police Department
  - \$522,680 increase for encumbrance carryforward
6. Fire Department
  - \$1,065,260 increase for encumbrance carryforward

**Reappropriation for Prior Year Projects (total \$1,319,588)**

1. Property Repair & Replacement
  - \$121,634 increase for childcare project (reappropriation, original budget \$750,000)
  - \$55,400 increase for city hall security system (reappropriation, original budget \$250,000)
  - \$375,956 increase for fire training center upgrades phase I project (reappropriation, original budget \$680,000)
  - \$47,111 increase for fire station three upgrades (reappropriation, original budget \$300,000)

2. IT Department

- \$20,000 increase for city hall battery backup system (reappropriation, original budget \$150,000)

3. Fire Department

- \$30,000 increase for grant match (reappropriation, original budget \$30,000)

4. Road Maintenance

- \$669,487 increase for Minnie Street construction match (reappropriation, original budget \$669,487)

**TRANSPORTATION CENTER FUND**

**\$270,000 Increase in Revenue**

**\$270,000 Increase in Expenditures**

**Revenue (total \$270,000)**

1. Other Financing Sources

- \$270,000 transfer from general fund

**Other Expenditures (total \$270,000)**

1. Property Repair & Replacement

- \$130,000 increase to install turn style exit door on southeast stairwell exit
- \$60,000 increase to upgrade heating panels and ceiling fan
- \$80,000 increase to improve parking signs on 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue

**ORDINANCE NO. 6310**

**AN ORDINANCE AUTHORIZING THE LEASE OF OFFICE  
SPACE IN CITY HALL TO THE DENALI COMMISSION**

**WHEREAS**, City of Fairbanks Charter, Section 8.3, and Fairbanks General Code, Section 70-42(b), permits the lease of real property owned by the City, if the City Council provides the authority to do so by ordinance; and

**WHEREAS**, City of Fairbanks Charter, Article XII, provides qualified voters in the city of Fairbanks an opportunity to approve or reject any ordinance if an application for referendum is filed with the City Clerk's Office within 30 days after the action by the Council, is in proper form, and is signed by at least ten qualified voters; and

**WHEREAS**, Per Fairbanks General Code, Section 70-42(c), a lease may be executed prior to the expiration of the 30-day period provided for voter referendum if the lease is made explicitly subject to the referendum; and

**WHEREAS**, the Denali Commission approached the City of Fairbanks inquiring about potentially leasing office space from the City in City Hall; and

**WHEREAS**, the Denali Commission is an independent federal agency designed to provide critical utilities, infrastructure, and economic support throughout Alaska; and

**WHEREAS**, available space has been identified in the Building Department that would meet the Denali Commission's need and would not interfere with the Building Department's regular operations.

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

**Section 1.** The Mayor is authorized to enter into an agreement with the Denali Commission to lease office space in City Hall for a period not to exceed five years.

**Section 2.** The lease agreement must be made subject to the permissive referendum process.

**Section 3.** The effective date of this ordinance is six days after adoption.

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**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney

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

**I. REQUEST:**

Ordinance or Resolution No: 6310

Abbreviated Title: ORDINANCE LEASING OFFICE SPACE TO DENALI COMMISSION

Department(s): GENERAL

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:**

| EXPENDITURES: | 2025+       | TOTAL       |
|---------------|-------------|-------------|
|               |             | \$ -        |
|               |             |             |
|               |             |             |
|               |             |             |
|               |             |             |
|               |             |             |
|               |             |             |
| <b>TOTAL</b>  | <b>\$ -</b> | <b>\$ -</b> |

| FUNDING SOURCE:              | 2025+            | TOTAL            |
|------------------------------|------------------|------------------|
| GENERAL FUND [RENTAL INCOME] | \$ 10,000        | \$ 10,000        |
|                              |                  |                  |
| <b>TOTAL</b>                 | <b>\$ 10,000</b> | <b>\$ 10,000</b> |

The City of Fairbanks will lease office space located in the Building Department for \$1,000 per month to Denali Commission. This fiscal note is based on a start date of March 1, 2025.

Reviewed by Finance Department:

Initial mb

Date 2/5/2025

**ORDINANCE NO. 6311**

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF FAIRBANKS AND THE PUBLIC SAFETY EMPLOYEES  
ASSOCIATION**

**WHEREAS**, the City of Fairbanks and the Public Safety Employee Association have been operating under the terms of the 2022 – 2024 Collective Bargaining Agreement; and

**WHEREAS**, the City Administration and Public Safety Employee Association have reached a tentative agreement on terms for a replacement contract; and

**WHEREAS**, the City of Fairbanks 2025 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 by the City Council.

**SECTION 2.** That this ordinance shall become effective upon ratification of the agreement by PSEA members.

**SECTION 3.** That once ratified, the Collective Bargaining Agreement will be effective January 1, 2025 – December 31, 2026.

---

**David Pruhs, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney

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

**I. REQUEST:**

Ordinance or Resolution No: 6311

Abbreviated Title: ORDINANCE RATIFYING PSEA COLLECTIVE BARGAINING AGREEMENT

Department(s): POLICE & FECC

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:**

| <b>EXPENDITURES:</b>                         | <b>2025</b>         | <b>2026+</b>        | <b>TOTAL</b>        |
|----------------------------------------------|---------------------|---------------------|---------------------|
| WAGES AND BENEFITS [POLICE]                  | \$ 566,580          | \$ 604,720          | \$ 1,171,300        |
| WAGES AND BENEFITS [FECC]                    | \$ 605,610          | \$ 635,640          | \$ 1,241,250        |
| 10.5 OVERTIME [POLICE]                       | \$ 32,280           | \$ 33,880           | \$ 66,160           |
| 21.5 CLEANING ALLOWANCE [POLICE]             | \$ (30,860)         | \$ (30,860)         | \$ (61,720)         |
| 20.1.2 CERTIFICATION PAY [POLICE]            | \$ 35,170           | \$ 35,190           | \$ 70,360           |
| 13.1.1 PERSONAL LEAVE ACCUMULATIONS [POLICE] | \$ 12,653           | \$ 12,977           | \$ 25,630           |
| 13.1.1 PERSONAL LEAVE ACCUMULATIONS [FECC]   | \$ 9,955            | \$ 10,207           | \$ 20,162           |
| <b>TOTAL</b>                                 | <b>\$ 1,231,388</b> | <b>\$ 1,301,754</b> | <b>\$ 2,533,142</b> |

| <b>FUNDING SOURCE:</b> | <b>2025</b>         | <b>2026+</b>        | <b>TOTAL</b>        |
|------------------------|---------------------|---------------------|---------------------|
| GENERAL FUND [POLICE]  | \$ 615,823          | \$ 655,907          | \$ 1,271,730        |
| GENERAL FUND [FECC]    | \$ 615,565          | \$ 645,847          | \$ 1,261,412        |
| <b>TOTAL</b>           | <b>\$ 1,231,388</b> | <b>\$ 1,301,754</b> | <b>\$ 2,533,142</b> |

This fiscal note provides the cost of the proposed PSEA negotiated contract. The contract provides the following wage increases: 3% for Steps 1 through 10 and 2% for Steps 11 through 20. Admin staff Step 1 rate increased by \$4.00 to \$7.69 per hour. The Police Department staff will be paid overtime based on shift differential for start of overtime than the start of shift. FLSA only applies for Police Staff on a 12-12-10 schedule. The cleaning allowance of \$65 per month was removed. The certification pay was increased from \$1,250 to \$3,000 for Intermediate Certificate and \$3,000 to \$4,500 for Advanced Certificate. PSEA members will receive hours per pay period versus annual hours converted per pay period. The Field Training Officers will only receive 5% pay for hours worked than added to the base rate; however, the contract includes additional roles for the 5% pay (19.1). The City should anticipate additional costs for overtime, leave liability and worker's compensation due to wage increases and overtime changes.

Reviewed by Finance Department:

Initial mb

Date 2/10/2025

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF FAIRBANKS AND  
THE PUBLIC SAFETY EMPLOYEE ASSOCIATION  
FAIRBANKS POLICE DEPARTMENT CHAPTER**

**January 1, 2025 - December 31, 2026**

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.

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## **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      The Purposes of this Agreement are:**

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 To promote fair and reasonable working conditions.
- 1.2.4 To promote individual efficiency and service to the citizens of the City.
- 1.2.5 To avoid interruption or interference with the efficient operation of City Government.
- 1.2.6 To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
- 1.2.7 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 becomes effective the first day of the pay period following mutual ratification by the City Council and the Membership of the PSEA in accord with an election and remains in effect until December 31, 2026.

### **Section 2.2      Commencement**

Negotiations shall begin at least one hundred twenty (120) days prior to the expiration date of this Agreement. Negotiations may begin sooner by mutual agreement between the parties. Unless otherwise agree, 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 occurs during negotiations for a renewal of the Agreement, the terms and conditions of this Agreement will be extended until such time as a new agreement is reached.

### **Section 2.4 Binding**

This Agreement is binding upon the successors and assigns of the parties, and no provision, term, or obligation herein contained may 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 will be included within the Bargaining Unit or exempt therefrom based on 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 4 Employee negotiators will be permitted to attend and participate in negotiations during their normal workday without loss of compensation. All negotiators may 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 will 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. Designated negotiators will be permitted to use duty time or administrative time to participate in preparation and actual negotiations (and caucuses on negotiation days) should scheduled negotiations occur on members' regular duty days. Nothing prohibits other members from attending negotiations using scheduled leave or off-duty time. Should designated negotiators become unavailable PSEA may substitute negotiators.

## **ARTICLE 5      CITY – PSEA 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 PSEA, Fairbanks Police Department Chapter (PSEA). Neither PSEA nor 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 PSEA 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 PSEA agrees that during the life of this Agreement, neither the PSEA, its agents, nor its members will 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 will be no lockout.

#### **5.2.3      Duty to Perform**

The PSEA further agrees that its members shall 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 is null and void, but all other provisions of this Agreement will remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties agree to meet within 15

days and for a reasonable period thereafter until appropriate substitute clauses have been ratified.

#### **Section 5.4      Absenteeism**

The PSEA agrees that it will actively combat absenteeism and other practices which may hamper the City's operation and that the PSEA 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 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 will be informed, at the time of the employment offer, of their right to become a member of PSEA. The Employee will 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 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 PSEA members, the regular monthly dues, assessments and fees, and voluntary contributions of members of the PSEA.

### **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 must be transmitted to PSEA immediately.

### **7.2.3 Payroll Deduction Privileges**

PSEA, or its designee, has 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 will be accorded payroll deduction and direct payroll deposit privileges to the financial institution of the employee's choice on pay day, limited to two specified deductions and one deposit for the balance of the payment.

## **Section 7.4 Meeting Space and Bulletin Boards**

7.4.1 When not previously reserved, appropriate meeting space in the buildings owned or leased by the City, will 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 Discrimination/Relations**

No member shall be discriminated against, or penalized for, or restrained from PSEA membership or activities, nor shall the City interfere in the relations between any member and the PSEA.

## **Section 7.6 PSEA Obligation**

The PSEA assumes all obligations and responsibilities for this Bargaining Unit. The PSEA agrees that this Agreement is binding on each member and that its members, individually or collectively, accept full responsibility for carrying out the provisions of this Agreement.

## **Section 7.7      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 7.8      Employee Representative**

### **7.8.1      Employee Representatives**

The Chapter Chair and Vice-Chair of the Fairbanks Police Department Employees Association Chapter of PSEA as well as two other employees, hereinafter called "Employee Representatives" will be designated by PSEA. They must be employees of the Fairbanks Police Department or the Fairbanks Emergency Communications Center and members of the PSEA. The Employee Representatives are 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.

### **7.8.2      Employee Representative Compensation**

The Employee Representatives will not receive overtime pay while performing Employee Representative duties in excess of the workday, nor may an Employee Representative extend their workday in such a manner as to receive overtime because part of the workday was used to perform Employee Representative duties with approval of the Department Head. An Employee Representative will not be entitled to special privileges.

### **7.8.3      Employee Representative Lay-off**

Notwithstanding any other provision of this Agreement, in the event of lay-offs, the Chapter Chair and Vice-Chair will be the last person(s) within their classification to be laid off. If the entire classification containing a Chapter Chair or Vice-Chair is eliminated by lay-off or reclassification, the Chair or Vice-Chair has no greater seniority rights within a lower classification for which they are eligible to "bump down" into (if any exists)

than is otherwise conferred by this Agreement. If both the Chair and Vice-Chair work in the same classification, the Chapter Chair will be the last person laid off.

### **Section 7.9      PSEA Staff**

PSEA staff will be permitted to visit work areas at reasonable times consistent with workload and operational needs. Such representatives will be recognized by the City as having the final authority to speak for the PSEA 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 PSEA 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 will be made by both the City and the PSEA to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the PSEA 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 will not be considered a grievance and will not be submitted to the grievance-arbitration procedure set forth herein, but instead any such questions concerning commencement or termination of this Agreement will be specifically reserved for judicial review. Any written resolution of a grievance (at any level of the grievance procedure) will be binding upon both parties.

### **Section 8.3      Step One**

When an employee has a grievance, the employee (accompanied by a PSEA representative if the employee chooses) shall verbally discuss the matter with their 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 reasonably having knowledge of the grievance. If the grievance cannot be resolved through verbal discussion, the grievance must 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 way 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 immediate supervisor will deliver the written grievance and their response to the next level of supervision, with a copy to the grievant(s), and the PSEA. If the grievance is not resolved, the Step One procedures may be repeated at every level of supervision until the grievance delivered to the Department Head. The five (5) business day time frame applies 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 10 business days after the submission of the grievance. Within this time frame, the Department Head shall meet 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 10 business day time frame. If the written decision of the Department Head is not satisfactory to the grievant, they shall have 5 business days to decide if they wish to appeal the grievance to Step Three.

#### **Section 8.5 Step Three**

After receipt of a grievance the City Mayor or Mayor's designee 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 shall have five (5) additional business days to submit a final written response. If the decision of the City 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 must 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 10 business days to select an arbitrator. Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of nine 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 5 business days of receipt of the list, the City and PSEA representatives shall alternately strike one name from the list until one name remains. The side to strike the first

name will be chosen by lot.

#### **8.6.2 Findings**

Arbitration of the grievance will commence as soon as agreeable. The Arbitrator shall make a written report of their findings to PSEA and the City within 20 business days of the conclusion of the hearing or 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 is 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 is 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. The Arbitrator has no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The final decision of the Arbitrator must be implemented as soon as possible, but not later than 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 will 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 will 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 their 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 will 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 will 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 will not be changed until the decision is rendered. If the Arbitrator so rules, the decision will 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 will 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 will be submitted directly to the step or level from which it originates.

#### **Section 8.13      PSEA or Class Action Grievance or Unfair Labor Practices**

Grievances filed by PSEA on behalf of itself or as a class action shall be filed at [Step Three](#). Similarly, the City will notify the PSEA of any perceived unfair labor practices by the PSEA and the parties will use timelines described in 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**

For each member, the City shall contribute the required monthly employer premium to the Alaska State Employee Association's applicable insurance plan.

**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 will 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 their 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 their normal job functions, the PSEA 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 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 are entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. If a competent medical authority deems that an employee will never be able to perform their regular assigned tasks, they will 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 12 consecutive months from the date of the discovery of an initial injury/illness will 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 that the member will not be eligible to return to full duty and if the member applies for retirement and the retirement is granted prior to the expiration of the 12 months of administrative leave, the department's obligation under this provision is then nullified. It is the intent of this provision that a member would be fully compensated for that period 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 ensure the member's PERS contributions are made whole, the member will complete the PERS Workers Compensation and LWOP Claim and Verification form and submit it 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, are subject to eligibility under the Alaska Workers' Compensation Act.

### **9.5.3 Light Duty**

When, due to a work-related injury, a member becomes injured and

cannot perform their 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 a documented incident or incidents raise specific questions for the City regarding an employee's physical mental or psychological ability to perform their normal work assignments, the City may order an examination, including all relevant controlled substance test procedures, by an appropriate medical professional. The cost for this examination shall be borne by the city.

If the medical professional determines the employee is permanently incapable of performing their normal work assignments due to their physical, mental, or psychological ability, the City may place them in a classification they can perform within the Department. Should no classification be vacant, and no reasonable accommodation be available that would allow the employee to perform the essential functions of their job, the employee will be laid off or terminated subject to any applicable procedures within this Agreement. Nothing in this section in any way lessens the City's obligation to reasonably accommodate an employee's disability by assignment to another position provided that, with reasonable accommodation, the employee can perform the essential functions of the other position.

If a medical professional determines that employee is temporarily incapable or performing their assigned duties, the employee will follow the medical professional's plan of recovery. The medical professional must clear the employee to return to work before returning.

#### **9.7.1 Physical “For Cause” Examinations**

For physical examinations, the City may select an appropriate medical professional.

The employee will follow all recommendations regarding rehabilitation from any physical injury, and the City will be allowed access to the timeline for recovery as anticipated by the physician. If the employee fails to reasonably follow the physician’s recommendations for recovery, the employee may be laid off or terminated subject to any applicable procedures with this Agreement regarding lay-offs and seniority.

If the physical injury occurred while the employee was off-duty and the timeline for recovery is longer than twelve months, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding layoffs and seniority. The employee reserves the right to use accrued leave or compensatory time to extend the twelve-month period.

If the physical injury occurred while the employee was on duty, and the timeline for recovery is longer than twenty-four months, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

If, while recovering from an injury, the city or department finds a suitable classification for the employee to work in temporarily, and the employee refuses to work within that classification, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

#### **9.7.2 Mental and Psychological “For Cause” Examinations**

The City may select any licensed psychologist or psychiatrist to complete the assessment for psychological or mental examinations.

To ensure impartiality and fairness, once the City has selected its preferred psychologist or psychiatrist, which may be a group, company, or agency, the City will not change the chosen evaluator without prior agreement from PSEA. Upon selecting the designated psychologist or psychiatrist, the City will provide PSEA with the provider’s name, locations, and contact information. It is the City’s responsibility to verify that its chosen provider is competent to provide such evaluation(s).

If, during the first evaluation, the medical expert decides that no treatment plan will allow the employee to return to work within six months, the City

will select a second similarly competent medical professional to provide a second opinion. The second opinion must not come from a medical professional who works for the same group, company, or organization as the original medical professional.

If both medical professionals agree that no treatment plan will allow the employee to return within six months, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding layoffs and seniority. Should the second medical professional suggest a plan that would allow the employee to return to work within six months, the advice of that medical professional will be followed.

The City reserves the right to place the employee on administrative leave, light duty, or leave without pay while awaiting the second evaluation.

Should the employee refuse to reasonably follow the treatment plan provided by the medical professional, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

After completing the treatment plan, should the employee still be deemed unfit to return to work, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding layoffs and seniority.

Any employee terminated by the City under Section 9.7 may be considered exempt from any financial responsibility related to bonuses and/or other financial agreements agreed to between the City and the employee prior to their employment with the City.

## **Section 9.8 Indemnification**

### **9.8.1 Cause**

In the event any action or claims are made by a person or entity against any employee or their estate for actions done while in the scope of City employment, the claim will be defended by the City and any liability incurred by the employee or estate as a result will be paid by the City, provided that, any actions or claims, defense of liability resulting therefrom will not be paid by the City if the action or claims are based upon acts or omissions of the employee resulting from recklessness, gross negligence, or intentional misconduct. In the event the City Council may, by ordinance, enact indemnification provisions that provide added protections to employees, such indemnification provisions will apply to this bargaining unit.

### **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 employee, the City will issue a letter to the employee stating the reasons for the settlement, with a copy placed in the employee'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 will apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the employee will prevail.

## **Section 9.9 Training**

The City will endeavor to provide commissioned officers and dispatch personnel with 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.

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

## **Section 9.10 Conduct Based Investigation**

The City and the PSEA 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. 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:

### **9.10.1 Investigation of conduct subject to criminal action only:**

- 9.10.1.1 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 interrogated or interviewed by the City agents for conduct that may subject the member to criminal prosecution, the member must be given the same Miranda Warning that is then currently in use by police officers of the City when conducting interviews of criminal suspects.
- 9.10.1.2 A member's position with this Department does not afford them any greater or lesser rights than are enjoyed by other citizens of this City and State when subject to criminal investigations or proceedings.
- 9.10.1.3 Any such investigation and interview/interrogation shall be conducted in accordance with existing criminal law and

procedures currently in effect in this State.

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

- 9.10.2.1 If a member is under investigation, instituted by the Department or because 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 investigation, 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 must be advised of the Miranda 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.
- 9.10.2.2 In the course of the administrative investigation of the allegation(s), a member refusing to respond to questions or submit to interview/interrogation must be informed that failure to answer questions which are specifically directed and narrowly related to the performance of their official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in their 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.
- 9.10.2.3 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.
- 9.10.2.4 If the member so requests, any interview/interrogation will be suspended for a reasonable period to allow the PSEA representative or counsel to attend. The representative may not be a person subject to the same or related investigation.
- 9.10.2.5 Any interview will be held at a mutually agreeable location provided by the City.

- 9.10.2.6 The interview must be recorded, and a copy of the recording must be provided to PSEA.

**9.10.3 Investigation of conduct subject to disciplinary or punitive action only:**

- 9.10.3.1 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.
- 9.10.3.2 When available, the member must be notified of the investigation in a timely fashion not to exceed one week (5 business days) from the time that the complaint is discovered by the Department Head, except for investigations of "on- going" type of conduct.
- 9.10.3.3 The member must be informed of their rights as specified in this section as well as the name and authority of the officer in charge of the investigation. The member must also be informed of the name of all persons who will be present during the interview/interrogation, and questions may be asked by no more than two interviewers at any meeting.
- 9.10.3.4 Before an interrogation/interview is commenced, the member must be informed of the nature of the investigation and provided a list of all known allegations. Except for anonymous complaints, the member must be informed of the name(s) of all complainants.
- 9.10.3.5 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 must be informed that failure to answer questions which are specifically directed and narrowly related to the performance of their official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in their dismissal from the Department.
- 9.10.3.6 The member is entitled to a PSEA representative or counsel selected by PSEA present at an interview / interrogation. The PSEA representative may question the member as well as offer rebuttal as necessary. The representative may not be a person subject to the same or related investigation.
- 9.10.3.7 If, prior to or during the interview/interrogation of a member, it is deemed that they will be charged with a criminal offense, the member must be immediately informed of the Miranda 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 will be initiated in accord with Section 9.11.

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

**9.10.4 General Administrative Investigations Guidelines:**

- 9.10.4.1 All administrative investigations conducted by the Department involving allegations against its members will adhere to these general guidelines.
- 9.10.4.2 All administrative investigations and their outcomes will be treated as personnel matters and will be confidential.
- 9.10.4.3 Investigation of conduct will be conducted in a timely manner without unnecessary delay.
- 9.10.4.4 Nothing in this Agreement may abridge the right of a supervisor at any level to counsel with, advise, or admonish a member under their command in private.
- 9.10.4.5 No promise of reward may be made as an inducement to answering any question.
- 9.10.4.6 Any interrogation/interview must be conducted at a reasonable hour, preferably at a time when the member is on duty, or during the normal waking hour of the member, unless the seriousness of the investigation requires otherwise.
- 9.10.4.7 The interview may only be voice recorded; video recording will only be used upon prior "case by case" written approval of the Department Head. Records of the interview must be provided by the City to PSEA.

- 9.10.4.8 The interview shall be held at a location provided by the City that is mutually agreeable to both PSEA and the City.
- 9.10.4.9 No PSEA elected official may be compelled to testify about any knowledge that they have gained as a result of their office.
- 9.10.4.10 During the interview/interrogation, the member will be allowed to attend to bodily functions as necessary.
- 9.10.4.11 The member will be compensated at the overtime rate if the interview/interrogation is conducted at a time other than the employee's working hours. However, the City may, at the discretion of the Department Head, reassign a member under investigation to administrative duties, Monday through Friday 0800 to 1700 hours, for the duration of the investigation.
- 9.10.4.12 The PSEA is entitled to a copy of the completed investigation report including any related existing records of interviews/interrogations prior to the impositions of disciplinary or punitive action against the member. Materials will be provided to PSEA upon completion of any investigation.
- 9.10.4.13 All administrative investigations will include one of the following dispositions for each allegation:
- 9.10.4.13.1 **Substantiated (or “Sustained”)**  
Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.
  - 9.10.4.13.2 **Unsubstantiated (or “Not Sustained”)**  
Means that there was insufficient evidence to prove or disprove the allegation.
  - 9.10.4.13.3 **Exonerated**  
Means that the act alleged did occur, but the member's actions were lawful and proper.
  - 9.10.4.13.4 **Unfounded**  
Means that the act alleged did not occur.
  - 9.10.4.13.5 **Other Misconduct Noted**  
Means the investigation revealed an act of misconduct or violation not alleged in the complaint.

## **Section 9.11 Use of Lie Detector Devices**

No member may be compelled to submit to a Lie Detector exam against

their will. The exercise of this right may not in any way be used against the member in any disciplinary action nor will testimony or evidence of the refusal be admissible at a subsequent hearing, trial or other proceeding. This does not preclude the use of a Lie Detector Device where the member and the Department mutually agree to its use, nor does it mandate that a member has a right to demand a Lie Detector Examiner investigation.

## **Section 9.12 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 their family or immediate household), unless any of the following conditions exist:

- 9.12.1 Such information is obtained under proper legal procedure;
- 9.12.2 Probable cause to suspect a conflict of interest with respect to the performance of their official duties; or
- 9.12.3 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 9.13 Searches**

No member may be subject to unreasonable search and seizure. Members 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. Searches of these areas may be conducted in the member's presence, with the member's consent, with a valid search warrant, or when the member has been notified in advance (at least 24 hours) that a search will be conducted. This provision does 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 prevents 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 9.14 Political Activities**

### **9.14.1 In Uniform**

All members are prohibited from engaging in political activities at any time

while in uniform.

**9.14.2 On Duty**

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

**9.14.3 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 9.15 Revocation of Driver's License**

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

**Section 9.16 Break Areas**

The parties agree that the Employer will provide areas designated as "Employee Break Areas" which will be large enough to accommodate the Employees using such areas. PSEA members are encouraged to make suggestions to the Employer as to the location of acceptable areas.

**ARTICLE 10 FAIRBANKS POLICE DEPARTMENT (FPD) WORK RULES**

**Section 10.1 General Rules**

**10.1.1 Hours of Work and Work Week**

The work week shall be seven calendar days beginning at midnight (12:00 am) on Sunday through 11:59 pm on Saturday. The work schedule for employees shall, at the discretion of the Employer, be any combination of no less than eight (8) hour, or more than twelve (12) hour shifts. The Employer shall not change the shift configuration (i.e. 2-12-hour & 1-10-hourshift) for patrol police officers and patrol sergeants other than when the annual bid cycle takes place, unless an emergency situation exists.

10.1.2 The Employer may approve alternate/flexible schedules, if requested by non-patrol commissioned officers (e.g detectives, Drug Unit, SRO, Traffic, K9), as defined below.

- a) 5/8s. Employees may be assigned to work five (5) consecutive eight- (8) hour days on duty, followed by two (2) consecutive days off. The daily starting and ending times for employees working a 5/8 schedule will be consistent with the standard operating hours of the work group to which the employee is assigned.
- b) 4/10s. Employees may be assigned to work four (4) consecutive ten - (10) hour days on duty, followed by three (3) consecutive days off.
- c) Flex Time. Upon mutual agreement, non-patrol officers may be allowed to work days of different lengths or different days in response to an employee request or the City's business need; such requested schedule change shall be within the officer's established work week.

10.1.3 **Annual Patrol Bid Cycle.** The Employer will normally put forth an annual patrol shift schedule for the upcoming year by no later than November 1<sup>st</sup> of each year. The bid for shifts and days off will normally start November 1<sup>st</sup> of each year. The results of the shift bid shall be posted by the Employer as soon as practical, but no later than December 1<sup>st</sup> of each year. The new schedule will normally take effect January 1<sup>st</sup> of the following year. New Employees are eligible to bid for a shift and days off at the next annual bid cycle only after successful completion of their probationary period.

While seniority shall be the prime factor in the selection of shifts and days off. PSEA agrees with the Employer that a balance of skills, certification, tenure, and specialty assignments are necessary amongst shifts for efficient and effective operation of the department. In accordance with this philosophy, the order for shift bidding will be as follows.:

1. Sergeants (most senior in position to least senior in position)
2. Corporals (most senior in position to least senior in position)
3. The Chief of Police will place employees who are not eligible to bid into the schedule, based on the needs of the employer.
4. Officers (most senior in position to least senior in position)
5. The Chief of Police has the option of placing into the schedule any employee on a current Performance Improvement Plan:
  - The basis of placing the employee outside of the bid in step 4 will be a demonstrative skill in a particular squad which will facilitate successful completion of the PIP.
  - The junior member of the squad the PIP member will be placed into will swap squad assignments with the PIP member. At the conclusion of the PIP, the two employees will go back to the bid assignments from step 5.
6. The Chief of Police can only alter the bid if the bid creates a significant imbalance of specialties between the different squads and with the agreement of PSEA. This includes, but not limited to the following examples: SWAT, FTO, firearms instructors, defensive tactics instructors, and EVOC instructors.

#### 10.1.3.1 Shift Bidding

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

#### **10.1.4 Supervision by Family Member**

Employees may not bid a shift which would require them to be evaluated by or to evaluate a member who is a relative, cohabitant, or significant other, or where a romantic/sexual, or business relation exists. This provision applies to shift, not overtime bidding. However, the Department Head has the ability to require either employee to move to a different shift.

#### **10.1.5 Reporting Late for Duty**

When members report for work later than the scheduled starting time, they will be placed on leave without pay for the period of their absence, and their finishing time will not be extended to make up for the lost time. Periods of less than one-half hour will be deducted in half hour increments.

#### **10.1.6 Shift Swaps**

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

#### **10.1.7 Maximum Consecutive Hours Worked**

Except for work performed in an emergency or life-threatening situation, no member may routinely work more than 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.

- 10.1.7.1 Any member who is forced to work any hours which prevents them from having 48 consecutive hours off for those employees working 10- or 12-hour shift schedules, or 24 hours off for those employees working an eight-hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 and 0.5 compensatory time. (Any forced hours worked within the 48 consecutive hours off or 24 consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 plus, 0.5 compensatory time.) An exception to this rule is Court Duty.

#### **10.1.8 Temporary Assignments**

Temporary assignments, except for training duties or operational necessity, will be for three years and may be extended by the department head.

#### **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 Newly Promoted Assignments**

Newly promoted employees will be assigned a shift until the next regularly scheduled Shift Preference Bid.

##### **10.1.10.1 Plan for Individual Improvement Scheduling**

Employees placed on a "Plan for Individual Improvement" will be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference will 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**

Any Employee who is assigned by the Department Head the responsibilities and the duties of a classification for more than one hour, other than the classification the Employee normally holds, will be paid at the same step on the higher classification rate when filling the classification. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, will continue to be paid at the rate the Employee normally receives. Members will not be required to work outside their classification for a consecutive period beyond six months in a calendar year unless otherwise agreed between the City and the PSEA.

### **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 calendar days prior to the effective date of the change. If the Employee is not given at least seven calendar days' notice of the change, the Employee will be paid at the rate of time and one-half for all hours worked on the first day of the new schedule. Additional hours scheduled prior to an Employee's regular starting time are not schedule changes when the regular workday is also worked. This provision does not apply to temporary deviations to an Employee's schedule caused by

unforeseen circumstances outside the control of the Employer.

#### **10.3.1 Employee Training**

In accordance with Section 10.6.1.1, the Employer may temporarily adjust an employee's normal schedule to accommodate training associated with maintaining the operational effectiveness and efficiency of the department.

### **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 will suffer no loss in regular earnings but will be compensated during service at the member's rate of pay if on duty. Any witness fees must be turned over to the City.

#### **10.4.2 Off-Duty Attendance**

If members are off-duty, they will receive pay at the appropriate overtime rate with a three-hour minimum, unless court is within 3 hours of the employee's regularly schedule shift start time, then they will be paid for actual hours worked. The appearance requirement of the off-duty employee is 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 workday 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 workday.

### **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. Shifts beginning during the "swing" shift hours are paid a 5% shift differential.

#### **10.5.3 Midnight Shift**

The "midnight" shift is any shift beginning between 1900 hours and 0459 hours. Shifts beginning during the "midnight" shift hours are paid a 10% shift differential.

All overtime will be paid the shift differential for the time in which the overtime starts. For example, if someone on swing shift went into overtime at 1900 they would receive the midnight shift differential.

## **Section 10.6 Overtime / Premium Pay** (See also, [Article 4](#) and section [8.9](#))

### **10.6.1 Pay Increments**

All work performed by an employee which has been authorized by the employer in excess of the regularly scheduled shift for regular full-time employees shall be paid at the basic rate, plus any shift differential, multiplied by 1.5. An employee's overtime that is joined before or after their regular shift shall be considered a shift extension and not callback time. Overtime shall be measured in one-half increments.

10.6.1.1 The parties have adopted a twenty-four (24) day Section 7(k) work period under the Fair Labor Standards Act for all patrol officers and patrol sergeants in the bargaining unit working the current shift (2-12 hour & 1-10-hour shift). If shift schedules change to a seven (7) day rotation, a twenty-eight (28) day Section 7(K) work period will be adopted.

### **10.6.2 Personal Leave Used**

Personal Leave, other than for injury or illness, taken during a day does qualify as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.

### **10.6.3 Short Notice Vacancies**

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

#### **10.6.3.1 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 those 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.

#### 10.6.3.2 Filling Vacancy with Off-Duty Staff

The member called on short notice to work overtime from off duty status will be paid for actual overtime worked, with a minimum of three hours of overtime, if the work shift is 3 hours prior to the employees regularly schedule shift.

#### 10.6.4 **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.

##### 10.6.4.1.1 Order of Officer Staffing:

Police Officer  
Sergeants  
Lieutenants  
Detectives

##### 10.6.4.1.2 Order of Supervising Staffing:

Lieutenants  
Sergeants

#### 10.6.5 **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.

#### 10.6.6 **Other Overtime**

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

#### 10.6.7 **No Volunteers / Forced Overtime**

In the event no volunteers are obtained in the above processes, then overtime will 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 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.

#### **10.6.8 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 will 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.

#### **10.6.9 Minimum Call Back Rate**

An employee who is called back to work after having left the premises shall receive call back pay of a minimum of three (3) hours at the overtime rate of pay. An employee called in to work when they have taken leave during that 24-hour period will reduce the number of leave hours by a minimum of three (3) hours and not receive overtime (i.e., employee calls in sick and is called in to a meeting during the same 24-hours period will reduce the leave by a minimum of three (3) hours and not put in for callback time.

#### **10.6.10 Flex Schedule**

Nothing in this agreement bars the City and the PSEA 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**

Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time may not be accrued for any on-call or standby time. Compensatory time (to a maximum of 240 hours) may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Head). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.

#### **10.8.2 Payment on Separation from Service**

Should a member separate from service for any reason, the member's

compensatory time will be paid at termination at the dollar value in effect at the date of termination.

## **Section 10.9 Meal Break**

A meal break of 30 minutes will be allowed on each shift. Those employees who are subject to recall to work on their meal break will be considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member will be given the chance or opportunity to eat as time permits.

## **Section 10.10 Relief Breaks**

All members shall be allowed one relief break not to exceed 15 minutes in duration during the first half of the shift, and 15 minutes during the second half of the shift. When working overtime, paid relief breaks of 15 minutes will be taken every two hours. When working other than a regular shift, 15-minute relief breaks may be taken every two hours.

## **Section 10.11 Time Changes**

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

## **Section 10.12 Training Requirement**

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

## **Section 10.13 Officer Vehicle Program**

The parties agree to continue an officer vehicle availability program. The parties agree that the operation, continuation, and guidelines of this program are at the City's discretion.

## **Section 10.14 Police Patrol Supervision**

### **10.14.1 Sergeants as Watch Commander**

The City may continue the current practice of using Sergeants as Shift Commanders on the assigned Lieutenant's RDOs and periods of leave.

### **10.14.2 Sergeants Working as Watch Commander**

Sergeants may not work shift commander overtime unless the overtime

has been offered to and refused by all patrol shift Lieutenants first.

#### 10.14.2.1 Pay Calculation

A Sergeant will be paid at a 5% premium above their current base wage rate while working as acting Shift Commander.

#### 10.14.3 Acting Lieutenants

Acting Lieutenants may be used on a continuing basis for a period up to 12 months, which may be extended by mutual consent. Acting Lieutenants will enjoy all emoluments of a regular Lieutenant during the period they are in acting capacity.

##### 10.14.3.1 Pay Calculation

Acting Lieutenants will be paid at 10% above their current step.

### Section 10.15 Police Administration

#### 10.15.1 Deputy Chief and Captain Positions

The Department Head shall promote a Deputy Chief and Captain from the ranks of Captain or Lieutenant in accordance with CBA. Selection and term of service are based on criteria established by the Department Head and this CBA. The Deputy Chief and Captain will remain in the Bargaining Unit. The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to them by the Department Head. The Captain will be supervised by the Deputy Chief and will perform the duties assigned to them by the Department Head.

##### 10.15.1.1 PSEA Bargaining Unit Limitation

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

##### 10.15.1.2 Deputy Chief Pay

The Deputy Chief will receive performance pay at twelve percent above their step on Lieutenant classification scale.

##### 10.15.1.3 Captain Pay

The Captain will receive performance pay at six percent above their step on the lieutenant classification scale.

#### **10.15.1.4 Lieutenant Assignments**

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

### **Section 10.16 Standby**

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

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

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member and will be paid in addition to any applicable compensation in the event the member is recalled to duty. Members on standby status must remain available by telephone and must remain physically and mentally fit for immediate duty. Standby may not be used to avoid maintaining minimum staffing levels as set by the Department.

## **ARTICLE 11 FAIRBANKS EMERGENCY COMMUNICATION CENTER (FECC) WORK RULES**

### **Section 11.1 General Rules**

#### **11.1.1 Work Week**

The work week in this Agreement consists of 40 hours minimum in pay status from the start of the employees regularly scheduled duty day, unless a mutually agreed alternative schedule is in place.

#### **11.1.2 Reporting Late for Duty**

When members report for work later than the scheduled starting time,

they will be placed on leave without pay for the period of their absence and their finishing time will not be extended to make up for the lost time. Periods of less than one-half hour will be deducted in half hour increments.

#### 11.1.3 **Consecutive Days Off**

Regardless of schedule worked, each member is entitled to regularly scheduled days off each week. The number of days off is defined by the schedule the employee works. Members should not be forced to work overtime on all of their off-duty days.

#### 11.1.4 **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.

#### 11.1.5 **Shift Swaps**

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

#### 11.1.6 **Time Off Between Shifts**

Each member will have a minimum of eight hours off duty from the time their last shift ends until the next scheduled shift begins. An exception to this rule is Court Duty.

#### 11.1.7 **Maximum Consecutive Hours Worked**

Except for work performed in an emergency or life-threatening situation, no member may routinely work more than 16 consecutive hours if other employees are available. The parties further agree that there are situations, such as shift change day and certain days for the relief dispatcher, where a member will occasionally be forced to work more than 12 non-consecutive hours in a day.

#### 11.1.8 **Shift Bidding**

Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. Shift preference will be used to bid each shift as provided in this section and subsections. No member may remain on the same shift more than four consecutive rotations. There will be triannual shift rotations.

##### 11.1.8.1 **Supervision by a Family Member**

Employees may not bid a shift which would require them to be evaluated by or to evaluate a spouse, parent, child, sibling or any member of that employee's household. This provision applies to shift, not overtime, bidding. However, the Department Head has the ability to require either to move to a different shift.

#### 11.1.8.2 Shift Bid Posting Requirements

Shift schedules and tour assignments will be posted no later than three (3) months prior to the commencement of the applicable tour of duty. Leave will not be denied should the department be unable to meet this deadline.

#### 11.1.9 **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.

#### 11.1.10 **Personnel Assignments**

##### 11.1.10.1 Disciplinary Reassignment

Members who are demoted or reassigned as the result of a disciplinary action will be reassigned a shift until the next regularly scheduled preference bid.

##### 11.1.10.2 Temporary Assignments

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

##### 11.1.10.2.1 Voluntary Vacancy of Temporary Assignment

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

##### 11.1.10.2.2 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 30 days from its start date.

#### 11.1.11 **New Hires Shift Assignment**

Newly hired probationary employees will be assigned a duty schedule by the City.

#### **11.1.12 Plan for Individual Improvement Scheduling**

Employees placed on a "Plan for Individual Improvement" will be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference will be restored at the next shift bidding.

### **Section 11.2 Pay for Working in a Higher Classification. Temporarily Working Out of Class and Acting Appointments**

Any Employee who is assigned by the Department Head the responsibilities and the duties of a classification for more than one hour, other than the classification the Employee normally holds, will be paid at the same step on the higher classification rate when filling the classification. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, will continue to be paid at the rate the Employee normally receives. Members will not be required to work outside their classification for a consecutive period beyond six months in a calendar year unless otherwise agreed between the City and the PSEA.

### **Section 11.3 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 calendar days prior to the effective date of the change. If the Employee is not given at least seven calendar days' notice of the change, the Employee will be paid at the rate of time and one-half for all hours worked on the first day of the new schedule. Additional hours scheduled prior to an Employee's regular starting time are not schedule changes when the regular workday is also worked. This provision does not apply to temporary deviations to an Employee's schedule caused by unforeseen circumstances outside the control of the Employer.

### **Section 11.4 Court Attendance**

#### **11.4.1 On-Duty Attendance**

Members required to appear for court as a result of actions performed in the line of duty will suffer no loss in regular earnings but will be compensated during service at the member's rate of pay if on duty. Any witness fees must be turned over to the City.

#### **11.4.2 Off-Duty Attendance**

If members are off-duty, they will receive pay at the appropriate overtime rate with a two hour minimum. The appearance requirement of the off-duty employee is limited to what is necessary to appear and attend at court.

#### 11.4.3 **Jury Duty**

Any member who is required to serve on jury duty during a normally scheduled workday may be reassigned to dayshift for that day. Any payment for jury service must 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 workday.

### **Section 11.5 Shift Definitions and Shift Differential Pay**

#### 11.5.1 **Day Shift**

The “day” shift is any shift beginning between 0500 hours and 1159 hours.

#### 11.5.2 **Swing Shift**

The “swing” shift is any shift beginning between 1200 hours and 1859 hours. All members assigned to swing shift will receive a shift differential of five percent (5%).

#### 11.5.3 **Midnight Shift**

The “midnight” shift is any shift beginning between 1900 hours and 0459 hours. All members assigned to midnight shift will receive a shift differential of ten percent (10%).

### **Section 11.6 Overtime / Premium Pay** (See also, [Article 4](#))

#### 11.6.1 **Payment Increments**

Overtime shall be measured in one-half hour increments.

#### 11.6.2 **First Day of the Week**

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

#### 11.6.3 **Employee’s Twenty-Four-Hour Day**

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

#### 11.6.4 **Personal Leave Used**

Personal Leave, other than for injury or illness, taken during a day

qualifies as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.

**11.6.5 Shift Differential Applied to Overtime**

When a member works overtime hours on a shift that qualifies for shift differential pay, the employee will be paid the overtime rate plus applicable shift differential.

**11.6.6 Overworked 12 Hours in a 24-Hour Period**

Those hours of work forced over 12 hours in any employee's 24-hour day will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

**11.6.7 Overworked Forced Over 12 Consecutive Hours**

Those hours of work forced over 12 consecutive hours will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

**11.6.8 Volunteered Overtime**

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

**11.6.9 Short Notice Vacancies**

For purposes of this section, "short notice" means less than 24 hours' notice from time of notification until the start time of the shift needing to be filled.

**11.6.9.1 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 those classification members volunteer by seniority, the Department may require that the on-duty member with lowest bucket level in the needed classification remain on duty until other personnel can be located and report for duty.

**11.6.9.2 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.

#### 11.6.10 **Long Notice Overtime - (Greater Than 72-Hour Notice)**

When members are needed to meet shift staffing requirements known at least 72 hours prior to the actual assignment.

##### 11.6.10.1 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 departmental seniority for Dispatch Staffing Overtime.

##### 11.6.10.2 Order of Dispatch Staffing: Supervisor Dispatcher

#### 11.6.11 **Other Overtime**

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

#### 11.6.12 **Overtime Bidding – Voluntary**

Will be available for bidding known vacancies through the Auctions module of Telestaff. Auctions will be opened for bid as needed to fill vacancies.

##### 11.6.12.1 Sign-up All

The Telestaff “Sign Up All” feature will be used for awarding any additional long-term overtime after the initial monthly auction has been awarded. The senior member who has signed up for the available shift will be awarded the overtime.

#### 11.6.13 **No Volunteers / Forced Overtime**

In the event no volunteers are obtained in the above processes, then overtime will be assigned in inverse order of seniority. However, absent an emergency or life-threatening situation and to avoid employee "burnout", no member will routinely work more than 16 consecutive hours nor be forced to work overtime on all of their off-duty days. In such instances, the member with the lowest bucket level may be assigned to work.

#### 11.6.14 **Force Overtime**

For long notice overtime where no volunteers are obtained, the Telestaff “buckets” feature will 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.

When forcing a member to work overtime would result in NDO or WFO 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.

#### 11.6.14.1 Qualifying Time for Buckets

For purposes of this Agreement, overtime of all types will be tallied in the employee's time bucket.

#### 11.6.14.2 Time Period for Buckets

For purposes of this Agreement, the time bucket will be reset to zero at the beginning of each rotation.

#### 11.6.14.3 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.

#### 11.6.15 **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.

#### 11.6.16 **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.

#### 11.6.17 **Minimum Call Back Rate**

Members reporting to work and not put to work shall receive two hours pay at their regular rate unless notified not to report at the end of their previous workday or two hours prior to the start of the shift.

#### **11.6.18 Flex Schedule**

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

### **Section 11.7 Compensatory Time Off**

#### **11.7.1 Compensatory Time**

Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time (to a maximum of 240 hours) may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Head). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.

#### **11.7.2 Payment on Separation from Service**

Should a member separate from service for any reason, the member's compensatory time will be paid at termination at the dollar value in effect at the date of termination.

### **Section 11.8 Meal Break**

A meal break of 30 minutes will be allowed on each shift of eight hours or greater in duration. Those employees who are subject to recall to work on their meal break will be considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member will be given the chance or opportunity to eat as time permits.

### **Section 11.9 Relief Breaks**

All members will be allowed two 15 minute breaks for every eight hours worked and one additional 15 minute break for each additional four hour increment.

### **Section 11.10 Time Changes**

During Daylight Savings Time changes, members will be paid only for actual hours worked.

### **Section 11.11 Training Requirement**

Any person hired to perform the duties of any position covered by this Agreement must successfully complete training and be capable of

performing the required duties of the position prior to working in solo capacity. Solo capacity means working independently without direct supervision as determined by the Department Head.

## **Section 11.12 Shift Supervisors Acting as Department Head**

When the Department Head is unavailable to perform their duties, the Mayor retains the right to appoint an Acting Department Head of their choosing.

### **11.12.1 Acting Department Head Standby**

Standby provisions as outlined in Section 11.13 applies to times when the Acting Dispatch Center Department Head is not on duty but available to report to work as needed.

### **11.12.2 Acting Department Head Pay**

Shift Supervisors working as acting Department Head will be paid at the Department Head's 100% rate of pay for regular duty hours. Any overtime will be paid at the Shift Supervisor's rate of pay following any applicable overtime rules.

## **Section 11.13 Dispatch Supervision**

### **11.13.1 Acting Supervisor**

Acting Shift Supervisor may be used on a continuing basis for a period up to 12 months, which may be extended by mutual consent. Acting Shift Supervisor enjoys all emoluments of regular Shift Supervisor during the period they are in acting capacity.

#### **11.13.1.1 Pay Calculation**

Acting Supervisors will be paid at their current step on the Dispatch Supervisor pay scale.

## **Section 11.14 Standby**

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

### **11.14.1 Immediate Recall**

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

#### **11.14.2 Standby**

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member and will be paid in addition to any applicable compensation in the event the member is recalled to duty. Members on standby status must remain available by telephone and must remain physically and mentally fit for immediate duty. Standby may not be used to avoid maintaining minimum staffing levels as set by the Department.

### **Section 11.15 Schedules**

The City reserves the right to implement any 40 hour per work week schedule that provides at least two consecutive days off per seven-day period and does not violate provisions of this agreement.

## **ARTICLE 12 HOLIDAYS**

### **Section 12.1 Holidays**

The following days are 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 will be holidays for the members of this Bargaining Unit as well. In addition, each member will receive two 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. Personal holidays are defined to be equal to the members current assigned duty hours.

### **Section 12.2 Weekend Holidays**

A designated holiday will normally be observed on the calendar day on which it falls, except that non-sworn 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 12.3      Holiday During Leave**

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

### **Section 12.4      Holiday Compensatory Time**

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

## **ARTICLE 13      LEAVE**

### **Section 13.1      Personal Leave**

#### **13.1.1      Personal Leave Accumulation**

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

One - Two Years:                      7 hours per pay period

Three – Five Years:                      9 hours per pay period

Over Five Years:                      10 hours per pay period

#### **13.1.2      Personal Leave Cap**

The maximum leave bank accumulation for an employee is 600 hours. At the end of a calendar year any employee that has over 600 hours, will have their unscheduled leave in excess of 600 hours cashed out on their final paycheck of the calendar year.

Effective 31 Dec 2022, any employee who has over 600 hours accumulation of leave will be able to use the Grandfather clause one time and one time only:

Grandfather Clause: Employees who exceed the 600 hours of leave accumulation will be grandfathered in without a cap. If this clause is used, and they then drop below 600 hours, all leave in excess of 600 hours will be cashed out on their final paycheck of the calendar year. Effective December 31, 2029 all employees must be below 600 hours of leave.

## **Section 13.2 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 must notify the supervisor not later than one hour prior to the employee's scheduled reporting time. Such use of Personal Leave may not be denied. The parties agree to work together to prevent the misuse of Personal Leave as sick leave.

## **Section 13.3 Scheduled Personal Leave**

### **13.3.1 Personal Leave Scheduling**

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

### **13.3.2 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.

### **13.3.3 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.

## **Section 13.4 Termination**

Upon termination, of any employee covered by this Agreement, accrued Personal Leave will be cashed out at 105% of the current value.

## **Section 13.5 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 13.6 Exceptions Regarding Leave Cash-Outs**

### **13.6.1 Leave Cash-out for Deferred Compensation**

Employees electing to use their leave bank cash out for Deferred Compensation catch up are exempt from the hour limit on Personal Leave draw down.

### **13.6.2 Leave Cash-out for Hardship**

In the event of a financial, medical, or personal hardship affecting the Employee or their spouse and/or dependents, or other special circumstances as approved by the Mayor, the Employee will, 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 Mayor will decide the issue. The Employee will receive payment within seven business days of the request for payment.

### **13.6.3 Leave Cash-out Change in Job Status**

A laid off or reclassified Employee who has bumped or moved into a lower paying job classification will be credited with Personal Leave at the value it accrued on the day prior to reclassification.

## **Section 13.7 Military Leave**

An Employee who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed a leave of absence for required training or duty for a period not exceeding 20 working days per calendar year. Such military leave will be with basic rate if all military pay, not to include reimbursements for lodging, food, etc., the Employee receives for the duties performed on such leave is paid to the City. The Mayor may grant additional periods of

military leave in the event of hardship due to an extended involuntary employee call up in conformity with federal and state law.

### **Section 13.8 Family Medical Leave Act**

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

### **Section 13.9 Donated Leave**

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

#### **13.9.1 Minimum Hours Donated Leave**

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

#### **13.9.2 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 their equivalent hourly rate.

### **Section 13.10 Business Leave**

#### **13.10.1 Business Leave Annual Donations**

There is hereby created a chapter business leave bank which will 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 hours of annual leave into the chapter leave bank. Such request will only be made upon approval of the Executive Board and only if the balance in the bank is not sufficient to cover withdrawal requests.

#### **13.10.2 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.

#### **13.10.3 Business Leave Withdrawal**

Withdrawal requests from the Bank will be for purposes designated by the Chapter Chair and the Chief Financial Officer will be notified. The release of employees for chapter leave will be handled on the same basis and release from duty for annual leave, except that such release may not be unreasonably withheld by their supervisor.

## **ARTICLE 14     PAY PERIODS**

### **Section 14.1     Pay Periods**

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

### **Section 14.2     Employee Time Sheets**

#### **14.2.1     Leave and Earnings Statement**

The City will furnish each member with an itemized statement of earnings and deductions specifying hours paid, straight time, overtime, personal leave pay, holiday pay, and other compensation payable to the member which is included in the check. Pay checks will be available no later than 1200 hours on each pay day, except for circumstances beyond the control of the City.

#### **14.2.2     Time Sheet Changes**

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

### **Section 14.3     PERS Contribution**

The City will 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 15     PROBATION**

### **Section 15.1     Probationary Period**

All Department employees will serve a probationary period effective from the date of hire and extending six months beyond Field Training and Evaluation Program (FTEP).

### **Section 15.2     Promotional Probation**

The probationary, or working test period, is an integral part of the promotion process. It will be used 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.

#### **15.2.1 Probation Length**

Employees who are promoted or transferred at their own initiative will complete a probationary period of six 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 15.3 Extensions to the Probationary Periods**

The probationary period may be extended under certain circumstance where the employee's work performance is not able to be observed closely, as follows:

- 15.3.1 Personnel who have been placed on Leave Without Pay (LWOP) will have their probationary period extended for the like number of days they are not able to perform their duties or are away from work.
- 15.3.2 Administrative Leave (Disciplinary or Criminal). Personnel who are placed paid or unpaid Administrative Leave as part of a disciplinary or pre-disciplinary process, Internal Affairs (IA) Review, and/or criminal investigation will have their probationary period extended for the like number of days they are not able to perform their duties and are away from work.
- 15.3.3 Plans for Improvement Extension. Personnel who are within their initial or promotional probationary periods and are placed on an Individual Plan for Improvement will have their probationary period extended beyond the 6 months period. The extension will be set to an appropriate number of days that would be reasonable to allow the employee to successfully meet their plan for improvement requirements and to satisfactorily fulfill the job standards and requirements.
- 15.3.4 Other Non-Disciplinary Circumstances. Personnel who are in their initial probationary period of employment and are absent from duty due to no-fault of their own or because of unforeseen circumstances not listed above, defined but not limited to FMLA, physical injury, light duty, or other circumstances which prevent them from performing their regularly assigned duties, and/or which do not allow close observations of their work performance in their primary position, may have their probationary period extended for the like number of days they are not present to perform their duties.
- 15.3.5 Physical or other injuries that result in a fitness for duty evaluation while within their initial hire probationary period may result in termination of employment.

- 15.3.6 Personnel who have been extended must be notified in writing using the Professional Development Form (PDF) and must acknowledge by signature of the action plan listed on the PDF form.

#### **Section 15.4 Pay During Probation**

After the first 6 months of probation the employee will move to the appropriate step on the pay scale.

#### **Section 15.5 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 will have first preference to occupy any vacant Bargaining Unit position for which the employee is otherwise qualified, but in no event will a promoted employee be permitted to bump a Bargaining Unit employee into a lower rank or lay-off status.

### **ARTICLE 16 LAY-OFF AND RECALL**

#### **Section 16.1 Lay-off**

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

#### **Section 16.2 Lay-off Bumping**

In case of lay-off, the sequence of downward bumping will be in accordance with the following classifications. Regular full-time employees will take precedence over part-time or temporary employees:

Police:  
Lieutenant  
Sergeant  
Detective  
Police Officer/Investigator  
Administrative Assistant

Evidence Custodian  
Clerk

Dispatch:  
Shift Supervisor  
Dispatcher  
Administrative Assistant  
Call Taker  
Clerk

## **Section 16.3 Lay-off Order**

### **16.3.1 Inverse Seniority**

Lay-offs will be made in inverse order of seniority within the affected classification, except as provided elsewhere in this Agreement for Chapter Chair and Vice-Chair. Except when moving into the Police Officer classification, a laid off member will be allowed to move into any parallel or lower classification where the laid off employee has more overall Department seniority than the least senior person in that classification. In the case where a laid off member seeks to move into the Police Officer classification, departmental seniority alone will govern.

### **16.3.2 Notification of Lay-off**

The member will have five business days from the date they receive the lay-off notice and a lay-off list of all positions in the classification seniority group in which to exercise an election. Each member displaced by this procedure will, in turn, have the right to use this procedure.

### **16.3.3 Seniority Determination**

If two or more members have identical classification group seniority or departmental seniority, the order of lay-off will be determined by the following:

16.3.3.1 A veteran will be given preference over a non-veteran in accord with Alaska Statutes.

16.3.3.2 In any case that cannot be determined by the application of veteran's preference, seniority will be determined alphabetically by last name at the time of hire.

### **16.3.4 Other Classification Lay-off**

No regular or probationary member may be laid off while there are emergency, temporary, provisional, seasonal, or volunteer members serving in the same classification group performing work which could

reasonably be assigned to regular or probationary members, based upon the minimum qualifications for the classification.

**16.3.5 Non-Bargaining Unit Employee**

No permanent Bargaining Unit employee may be laid off because a non-Bargaining Unit employee wishes to return from their position to a Bargaining Unit position.

**16.3.6 Other Classification Hiring**

No temporary, provisional or seasonal members may be hired while regular or probationary member(s) are on lay-off status unless no laid off member offered the position accepts. A laid off member may reject a non-permanent job without losing lay-off recall rights. Notice to the laid off member must include the estimated duration of the job if the City reasonably expects the position to be less than full-time regular.

**16.3.7 Temporary Recall**

If the City hires a recalled member for a position which lasts 30 days or less, the recalled member will receive 15% above base wage in lieu of benefits.

**16.3.8 Permanent Recall**

If the position lasts over 30 days, the recalled member will be given regular status during the period of recall. In such event, the recalled member is not entitled to the 15% in lieu of benefits.

**Section 16.4 Written Notice**

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

**Section 16.5 Lay-off Procedure**

**16.5.1 Lay-off List**

Procedure upon lay-off. The laid off member will be placed on the lay-off list for that classification group from which the member was laid off, and for the Bargaining Unit. Recall rights exist for five years from the effective date of the lay-off.

16.5.1.1 The classification lay-off list will be ranked in inverse order of lay-

off. The recalled position will be offered to the first member on the classification lay-off list.

- 16.5.1.2 If the seniority group lay-off list is exhausted and eligible member(s) decline appointment or are not available, then the position will be offered to the qualified member with the most City seniority of those members on the Bargaining Unit lay-off list. In order to receive recall notice from the bargaining unit lay-off list, the member must provide written notice to the City at the time of lay-off of interest and possession of skills and abilities to perform the available jobs. The City must exhaust the Bargaining Unit lay-off list.
- 16.5.1.3 The laid off member who is offered a recall must have the skills and abilities to perform the position for which recalled. Vacant positions which are to be filled may be filled through promotion provided no member is on lay-off from the classification. However, if later again vacated, the position may subsequently be filled only in accordance with this article.
- 16.5.1.4 Upon recall to the original position, the member's salary will be adjusted upward, step for step, to the appropriate range.
- 16.5.1.5 If a member is recalled to a position in which he/she has attained regular status, the recalled member shall be appointed to that position as a permanent member. If a member is recalled to a position in which he/she has not attained regular status, the recalled member shall be appointed to that position as a probationary member.

## **Section 16.6 Notice of Recall**

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

## **ARTICLE 17 SENIORITY**

### **Section 17.1 Termination of Seniority**

Department Seniority will be terminated upon:

- Discharge
- Resignation
- Lay-off for a period of five years or more, or inability to return to work from a job-incurred injury or illness of five years or more.
- Willful abandonment of position (Failure to report for duty within three days following approved absence).

## **Section 17.2 Seniority Preserved**

Department Seniority will not be interrupted by:

- Periods of approved leave, including Workers' Compensation absences
- Military leave for 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 months
- Retirement disability up to five years
- FMLA

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

## **Section 17.3 Seniority Defined**

The member with the longest term of credited service with the Department will be number one on the Department Seniority list and all other members will be listed accordingly. For Seniority purposes, credited service begins the day Field Training or applicable initial department training is completed. 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, will in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case.

## **Section 17.4 Seniority Promotion/Demotion**

### **17.4.1 Promoting Outside of Bargaining Unit**

If a member is promoted into a classification in the Department outside this Bargaining Unit, their classification seniority will continue to accrue in their former position for up to six months after promotion. Thereafter, the Bargaining Unit and classification seniority of the member promoted outside the Bargaining Unit terminates.

### **17.4.2 Returning to Bargaining Unit**

Employees promoted out of this Bargaining Unit who are involuntarily demoted or whose positions are eliminated will be returned with departmental seniority and will 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 17.5     Transfer / Return Seniority**

### **17.5.1        Change in Classification**

If a member transfers to a different classification within the Bargaining Unit, their former classification is frozen at the time of occupancy of the new classification.

### **17.5.2        Involuntary Return for Disciplinary Reasons**

If a member is involuntarily returned from a Bargaining Unit position to their former classification due to disciplinary action, their classification seniority within the departing position will not accrue toward their classification seniority in the former position.

### **17.5.3        Involuntary Return for Non-Disciplinary Reasons**

If a member is involuntarily returned from a Bargaining Unit position to their former classification due to non-disciplinary reasons, the time spent in their involuntary classification will accrue toward their classification seniority in their former position upon return to their former position.

### **17.5.4        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 their former position for up to six months. If the promoted member remains in their current position beyond six months, their former classification seniority will be frozen at the time reflecting the date of their promotion.

## **ARTICLE 18     DISCIPLINARY ACTION**

### **Section 18.1     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, is not considered disciplinary action and is not subject to the grievance procedure, nor will 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 18.2      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 will be placed in the member's personnel file, and a copy will be sent to PSEA.

## **Section 18.3      Suspension Without Pay**

An employee may be suspended without pay and/or demoted by their Department Head with approval of the 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 must be furnished an advance written notice at least 24 hours prior to the effective date containing the nature of the proposed action. Said employee must be advised that they are 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" means that the member is suspended for the full 24 hours of such day.

## **Section 18.4      Reasons for Dismissal**

The Mayor or designee may dismiss any member for just cause. Reasons for dismissal may include but are not 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 their duties
- Falsification of records or dishonesty
- Use of official position for personal advantage

- Threatening or intimidating action against another member.

#### **Section 18.5 Termination Pay**

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

#### **Section 18.6 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 becomes effective on the date specified. During the appeals procedure of any discipline less than termination, the employee will be retained in duty status, or placed on leave with pay, at the discretion of the Mayor or designee.

#### **Section 18.7 Notice of Termination from City**

Permanent Employees who are terminated from employment for non-disciplinary issues and have completed probationary requirements will be given 30 days' notice of separation, or 30 days' pay, computed at the base hourly rate, in lieu of notice. Employees who are terminated from employment for disciplinary issues shall be given one day notice of separation or one day of pay, computed at the base hourly rate, in lieu of notice.

#### **Section 18.8 Notice of Termination from Employee**

All Employees who have been in employment 30 days or more must give the City two (2) weeks' notice before leaving their 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 18.9 Standards for Demotion/Discharge**

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

### **ARTICLE 19 CLASSIFICATION AND HOURLY WAGE RATES**

#### **Section 19.1 Special Duty Pay**

Employees will receive an additional 5% of their base wages for hours spent performing the following roles:

Field Training Officers  
K-9 Officers  
Lead Detectives

Lieutenants and Sergeants assigned to Investigations  
Certified Drone Operators (Not to include time spent in drone training)  
Drug Unit  
Police Chief and Dispatch Manager may authorize the additional 5% for  
time spent instructing various courses or for supervisory roles not covered  
elsewhere in this contract on a case-by-case basis.

## **Section 19.2 Recruit Officer Pay in the Academy**

- 19.2.1 Recruit Officers attending the Basic Peace Officers Training Course are assigned to a 16-hour duty day for seven days per week.
- 19.2.2 All duty in excess of 40 hours per week, or 8 hours in a day, will be paid at the academy overtime rate. The academy rate of pay is defined in the PSEA Schedule A.

## **Section 19.3 Lateral Hires**

Newly hired officers who have at least three years of experience as a sworn law enforcement officer or dispatcher with a qualified police agency may be paid at the appropriate step of the Police Officer or Dispatcher Pay Scale, at the discretion of the Mayor.

## **Section 19.4 Classification Changes**

### **19.4.1 Promotion**

Employees receiving a promotion to a higher classification will move to a step within the new classification as follows:

- Officer to Detective-step within new classification which gives them a minimum of 5% pay increase.
- Detective to Sergeant-step within new classification which gives them a minimum of 5% pay increase.
- Officer to Sergeant-step within new classification which gives them a minimum of 10% pay increase.
- Sergeant to Lieutenant-step within new classification which gives them a minimum of 10% pay increase.
- Dispatcher to Dispatch Supervisor step within new classification which gives them a minimum of 20% pay increase.

- All other employees will move to the same step within their new classification.

#### **19.4.2 Involuntary Change of Classification**

An employee who involuntarily changes classification, for other than disciplinary reasons will begin at the "Start Step" within that classification, unless that would result in a pay decrease. In that case the employee will continue to earn their current wage until qualified for the next step increase within the new classification which will result in a pay increase.

#### **19.4.3 Voluntary Change of Classification**

If the change to a lower classification is voluntary, the employee's pay will decrease inversely.

#### **19.4.4 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 19.5 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 will 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 19.6** The City may assign Detectives, on a temporary basis, to the Investigations Division, so long as those assigned positions do not exceed more than one half the overall authorized Detective positions. The temporary assignment is for a five-year period. In the event there are no applicants at the end of the assigned period, the employee may remain in the position for an additional year. This process will be continued until a new employee is assigned to the position. Pursuant to this agreement, any employee assigned into a Detective position will be placed on the appropriate step on the pay scale. Temporary assignments to the Investigations Division will be evaluated by the Investigations Lieutenant who may recommend reassignment out of the Division if the employee's work expectations fall below supervisory standards.

## **ARTICLE 20 EDUCATION PAY**

### **Section 20.1 Education and Certification Pay**

#### **20.1.1 Licensing and Certification**

All costs to obtain and maintain required licensing or certification will be paid by the City. All training conducted in accordance with this section will be considered as duty time.

**20.1.2 APSC Certification Pay**

Commissioned employees who obtain an Alaska Police Standards Council (APSC) certificate will receive an annual lump sum payment of \$3,000.00 for an Intermediate Certificate and \$4,500.00 for an Advanced Certificate, on the first pay period in January. Employees who earn new certifications during a year will receive a prorated annual lump sum on the next paycheck, after issuance by APSC.

**Section 20.2 Continuing Education Reimbursement**

With prior approval of the Department Head, employees who are continuing their education by attending college on their off-duty time where they majored in criminal justice, administration of justice, or related approved fields of study, will be reimbursed by the City for tuition, books, and other costs of education upon the successful completion of the course and upon the presentation of a documented expense account. Successful completion of the course means the conclusion of any quarterly or semester course in any subject directly related to the obtaining of the degree in the major above stated or the equivalent thereof with a grade of "C" or better.

**Section 20.3 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 20.4 Lieutenant Seminar or Training**

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

**ARTICLE 21 EQUIPMENT AND CLOTHING**

**Section 21.1 City Issued**

Employees who are issued equipment for City use will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe or unserviceable, it must be turned in to the City to be repaired or replaced. Employees must use all reasonable means to protect and secure all City

property, equipment and supplies. Upon termination of employment, each Employee must return to the City any property. If the employee resigns or is terminated, the Employee shall surrender all issued items, or the cost of such items not surrendered shall be deducted from the Employee's final check.

## **Section 21.2      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 21.3      Personal Property**

In the event the Department Head approves the use of the Employee's personal property during such Employee's normal duties, the City shall reimburse the Employee for the repair or replacement of said personal property in the event it is stolen or damaged all in accordance with Section [21.2](#), provided that the City will not be responsible for damage to employee property that is inappropriate for on duty use.

## **Section 21.4      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.

### **21.4.1      Unsafe Equipment**

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

## **Section 21.5      Initial Issue Uniforms.**

### **21.5.1      Issued Clothing**

Each commissioned member will 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 21.6     Sidearm**

The City will provide each Commissioned Officer with an approved side arm for use on and off duty. Upon retirement, the Commissioned Officer will be presented with their sidearm and badge.

#### **Section 21.7     Clothing Allowance**

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

#### **Section 21.8     Incidental Purchase Allowance**

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

### **ARTICLE 22     FILLING OF VACANCIES**

#### **Section 22.1     Promotion/Transfer**

Promotions - 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 22.2      Qualifications**

The City shall maintain an equitable examination process to assist in determining the applicant qualifications. Applicants will be required to pass a professionally prepared examination. Examinations shall fairly test the attributes required to perform the position's duties. Examinations may be composed of written examinations, assessment centers, oral examinations, physical examinations, psychological evaluations, training and experience, or any combination thereof. All components of the examination process must be applied uniformly among applicants during the evaluation process. The applicant's training, experience, and previous work experience will be considered.

## **Section 22.3      Vacancy Announcements**

Vacancy announcements will 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 must be posted.

## **Section 22.4      Advertised Internally First**

When a vacancy occurs, or a new position in the bargaining unit is established the Human Resources Department shall advertise internally for five days, then advertise internally and externally for the remainder of the recruitment period. The announcement from the Human Resources Department will state instructions for their application. Internal applicants will be granted preference from the hiring authority however, the hiring authority will make hiring recommendations based on the applicant that is best suited for the job.

## **Section 22.5      Eligibility After Probationary Period**

Bargaining Unit members who have completed their initial probationary period will 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 will remain unbroken.

## **Section 22.6      Transfer Within Bargaining Unit**

Consistent with Section [19.4](#), regular 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 22.7      Qualifications for Promotion**

Open or vacant positions will be filled on merit and fitness. 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 Sergeant will be an APSC Intermediate Certificate or equivalent.
- Pre-test qualifications required for the rank of Lieutenant will include an advanced certification from the APSC, or equivalent, and an equivalent of time-in-rank and/or college education as presently required by City promotional standards.

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

#### **Section 22.8 Probationary Period**

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

### **ARTICLE 23 PERSONNEL RECORDS**

#### **Section 23.1 File Maintenance**

The City 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 may be maintained by the City.

#### **Section 23.2 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 may 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 will 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 23.3 Employee Access to Personnel Files**

### **23.3.1 Access to Employee File**

An individual employee will have access to their 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 will 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.

### **23.3.2 Pre-Employment File**

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

## **Section 23.4 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 23.5 Supervisor Files**

Nothing in this Agreement prevents supervisors from maintaining and using "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 23.6 Disciplinary Action Files**

A record of the following disciplinary actions will 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 23.7 No Other Files**

All disciplinary records will be maintained as described throughout Article 23 and will not be duplicated elsewhere without permission of PSEA and City agreement. This does not prevent the City from maintaining other required employee files to include but not limited to: personnel records, medical records, workers compensation records, and payroll files.

#### **Section 23.8 Five Year Documentation Restriction**

Documents reflecting disciplinary action contained within a member's personnel file which are dated five years or older, may not be examined or considered for use at subsequent disciplinary or promotional proceedings. Access to such documents is limited as provided for in Section [23.3](#) of this Article.

#### **Section 23.9 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](#) must be forwarded to the personnel file.

#### **Section 23.10 Removal of File Information**

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

### **ARTICLE 24 MANUAL OF DIRECTIVES**

#### **Section 24.1 Manual of Policy & Procedure**

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

### **ARTICLE 25 TRAVEL AND PER DIEM**

#### **Section 25.1 Official Travel Outside City of Fairbanks**

The City will fully pay the employee for travel, lodging, parking, and other required expenses. The per diem will be based on State of Alaska short-term daily rates as stated in Alaska Administrative Manual regardless of destination. At no time will the City pay per diem rates when employees attend training encompassing lodging and meals (three per day) provided. Travel is further regulated by Fairbanks General Code 50-209 and City policy 35.01.

#### **Section 25.2 Use of Personal Vehicles**

Employees are not obligated to use their privately-owned vehicles for City business.

## **ARTICLE 26 ORAL OR WRITTEN AGREEMENT**

### **Section 26.1 Conflict of This Agreement Employee**

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

### **Section 26.2 Conflict of This Agreement City**

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

## **ARTICLE 27 TEMPORARY HIRES**

### **Section 27.1 Temporary Employees**

It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to regular positions in the PSEA. The City and the PSEA now agree that all determinations concerning the terms and conditions of temporary employment will be made independently by the City except as provided for in this section or as specifically provided for in subsequent sections of this Agreement. The parties agree that there will not be a concerted effort to abuse the hiring and use of temporaries.

### **Section 27.2 Temporary Employee Benefits**

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

### **Section 27.3 Temporary Employee Overtime**

All hours worked over forty (40) hours per week by temporary employees shall be considered overtime and payable at one and one-half (1.5) times the rate of pay as set in the pay scale. For purposes of the bidding on overtime, temporary employees will have the lowest seniority.

## **Section 27.4 Temporary Employee Work Rules**

The City may use temporary hires as needed in accordance with work rules. [Article 10](#) or [Article 11](#)

## **ARTICLE 28 PART-TIME EMPLOYEES**

### **Section 28.1 Part-Time Employee Definition**

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

### **Section 28.2 Part-Time Employee**

The City and the PSEA recognize the need to hire part-time employees in positions similar in duties and requirements to regular positions in the PSEA. The City and the PSEA agree that all determinations concerning the terms and conditions of part-time employment will be made independently by the City except as provided in this Agreement.

### **Section 28.3 Part-Time Employee Records**

All employer records relating to hours worked of part-time employees will be open for PSEA inspection.

### **Section 28.4 Part-Time Employee Benefits**

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

### **Section 28.5 Part-Time Employee Work Rules**

The City may use part-time hires as needed in accordance with work rules. See [Article 10](#) or [Article 11](#)

## **ARTICLE 29 MISCELLANEOUS**

### **Section 29.1 Current Agreement and Letters of Agreement**

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

Agreement.

## **Section 29.2      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 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](#), apply. Only during any interim period between such finding of invalidity and subsequent Agreement will the Fairbanks Personnel Ordinance Code govern.

## **Section 29.3      Performance of Work**

No individual from outside the Fairbanks Police Department will be used to perform duties that consist of part of, or all of the duties of PSEA members, without prior approval of the PSEA. 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 29.4      Sole and Complete Agreement**

This Agreement constitutes the entire agreement between the City and the PSEA, and no verbal statements will supersede any of its provisions. This Agreement embodies all the terms and conditions governing the employment of the members of the PSEA. Any proposed changes affecting the employee's wages, hours, or other terms and conditions of employment will 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 30      DEFINITION OF TERMS**

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

## **Section 30.1      Anniversary Date**

"Anniversary Date" of hire means the date at which an employee has completed a service year of 52 weeks of paid service. Unless otherwise provided for herein, anniversary dates will be delayed to reflect non-paid absences.

## **Section 30.2     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 30.3     Bargaining Unit**

"Bargaining Unit" in this Agreement means all employees represented by the PSEA working in classifications listed in PSEA Schedule A.

## **Section 30.4     Base Rate**

"Base rate" means the minimum contract rate for a classification.

## **Section 30.5     City**

"City" means the City of Fairbanks, Alaska.

## **Section 30.6     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 30.7     Classification or Class**

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

## **Section 30.8     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 30.9     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 30.10 Duty Day**

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

#### **Section 30.11 Emergency Situation**

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

#### **Section 30.12 Employee**

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

#### **Section 30.13 Employer**

"Employer" means the City of Fairbanks, Alaska.

#### **Section 30.14 FGC**

"FGC" means the Fairbanks General Code.

#### **Section 30.15 Holiday Rate**

"Holiday Rate" means two and one-half times basic rate of pay plus applicable shift differential.

#### **Section 30.16 Lie Detector**

Means a device or instrument used to measure deception. Including but not limited to: Polygraph, Eye Detect, and Voice Stress Analysis.

#### **Section 30.17 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 30.18 No Days Off (NDO) Comp**

Any member who is forced to work any hours which prevents them from having 48 consecutive hours off for those employees working 10- or 12-

hour shift schedules, or 24 hours off for those employees working an eight hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 and 0.5 compensatory time. (Any forced hours worked within the 48 consecutive hours off or 24 consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 plus, 0.5 compensatory time.)

### **Section 30.19 Non-Permanent Employee**

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

### **Section 30.20 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 30.21 Police Officer Recruit**

"Police Officer Recruit" refers to employees hired within the entry level position.

### **Section 30.22 Promotion**

"Promotion" is 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 30.23 Shift**

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

### **Section 30.24 Tour**

"Tour" is a four-month shift assignment.

### **Section 30.25 Transfer**

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

### **Section 30.26 Volunteered Overtime**

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

**Section 30.27 Overworked Over 12 Hours in a 24-Hour Period**

Those hours of work forced over 12 hours in any employee's 24- hour day will be paid at the basic rate plus shift differential multiplied by 1.5 plus, 0.5 compensatory time.

**Section 30.28 Overworked Over 12 Consecutive Hours**

Those hours of work forced over 12 consecutive hours will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

ARTICLE 31     EXECUTION OF AGREEMENT

THIS AGREEMENT, CONSISTING OF 81 PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON \_\_\_\_\_, 2025 AND BY THE MEMBERSHIP OF THE PSEA ON \_\_\_\_\_, 2025.

X

David Pruhs  
Mayor, City of Fairbanks                      Date

X

PSEA Administrator                                      Date

X

Mike Sanders  
Chief of Staff, City of Fairbanks                      Date

X

Stephen Hancock  
Chapter Chair                                                              Date

X

Kristi Merideth  
Dispatch Manager, City of Fairbanks                      Date

X

Amy Davis  
Negotiator                                                                                      Date

X

Ron Dupee  
Chief of Police, City of Fairbanks                      Date

X

James Kuplack  
Negotiator                                                                                      Date

X

Michael Sullivan  
Negotiator                                                                                      Date

## APPENDIX B – PSEA 2025 PAY SCALE

[illegible]

Procedure for Internal and Council Review of Alcohol Licenses  
(FGC Chapter 14, Article V. – Alcoholic Beverages in brief)

1. Clerk receives license application and sends to fire chief, police chief, finance director to investigate, review, and make a recommendation. The building official is included in the review if the application is for a premises not previously used for selling alcohol.
2. Clerk schedules public hearing within the 60-day response period allowed by state law and sends a written notice of hearing to the applicant at least 10 days prior to the hearing.
3. If the application is for a new license or for a license transfer to a location where a license of that type does not already exist, the Clerk will do all of the above and:
  - a. Advertise the hearing in the newspaper
  - b. Send copies of the advertisement by mail to all property owners within 500 feet of the new location.
4. The Council holds a public hearing and considers whether to protest or waive protest on the application for transfer, renewal, or a new license. The Council will consider the following factors it believes are pertinent:
  - a. Character and public interest of neighborhood.
  - b. Actual and potential law enforcement problems, including proximity of patrols and police stations.
  - c. Concentration of other licenses in the area.
  - d. Whether the area has an unacceptable rate of alcohol abuse or crime/accidents involving alcohol abuse.
  - e. Adequacy of parking facilities.
  - f. Safety of ingress/egress from the premises.
  - g. Compliance with fire, health, and safety codes.
  - h. The degree of control the licensee will have over the conduct of the business.
  - i. Convictions of the applicant(s) or their affiliate(s) for:
    - i. Any felony involving moral turpitude;
    - ii. Any violation of AS Title 4;
    - iii. Any violation of ABC laws in another state;
    - iv. Any felony involving the sale, distribution, or procurement of drugs within 10 years.
  - j. Whether the applicant(s) or their affiliate(s) are untrustworthy or unfit or whether they are a potential harm to the public.
  - k. Any other factor the Council determines is relevant to an application.
5. The Council may protest a license if it determines any of the following conditions exist:
  - a. Sales tax delinquency related to the business.
  - b. Property tax delinquency for property related to the business.
  - c. Delinquent charges for City services related to the business.
  - d. License would exceed population limits.
  - e. License would violate FNSB zoning and/or cause more than 3 beverage dispensary licenses to be located within a 2-block radius of a zoned residential neighborhood.
  - f. Relocation of a license into a defined core downtown area, unless the applicant demonstrates the license will contribute to downtown revitalization.
  - g. License falls within 1,000 feet of senior citizens' apartment housing.
  - h. License falls within 1,000 feet of alcohol treatment center or halfway house.
6. The Clerk sends AMCO and the applicant the Council's recommendation on the alcohol application.



## MEMORANDUM

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: Update on February 10 Chauffeur License Appeal

DATE: February 13, 2025

At the Regular City Council Meeting of February 10, 2025, the Council voted unanimously to deny an appeal by Peter Olanna-Bloomstrand for a City Chauffeur License, as Mr. Olanna-Bloomstrand was not present at the meeting.

The Council, at the same meeting, requested that the City Clerk make contact with Mr. Olanna-Bloomstrand to see whether extenuating circumstances caused him to miss the Council's hearing of his appeal. I made contact with Mr. Olanna-Bloomstrand by phone on Wednesday, February 12, and he stated that he missed the February 10 appeal hearing due to a family emergency.

If the Council wishes to consider again Mr. Olanna-Bloomstrand's appeal, a motion may be made at the next City Council meeting to rescind the vote taken on February 10. A majority vote is required to pass the motion. If the motion passes, I will notify Mr. Olanna-Bloomstrand of the Council's decision and place the appeal on the next regular meeting agenda.

If the Council does nothing or does not pass a motion to rescind its previous vote on the Olanna-Bloomstrand appeal, the appeal remains denied.