

ANCHORAGE, ALASKA
AR No. 2018-239

1 **A RESOLUTION APPROVING AN ADMINISTRATIVE AGREEMENT (APDEA 2018-**
2 **01 REVISED) BETWEEN THE MUNICIPALITY OF ANCHORAGE (MUNICIPALITY)**
3 **AND THE ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION**
4 **(APDEA) REGARDING AMENDMENTS TO COLLECTIVE BARGAINING**
5 **AGREEMENT (CBA) LANGUAGE.**
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7
8 **WHEREAS**, the Municipality of Anchorage (Municipality) and the Anchorage Police
9 Department Employees Association (APDEA) were parties to an Assembly approved
10 labor contract agreement approved January 1, 2018; and
11

12 **WHEREAS**, the Municipality and the APDEA have negotiated an Administrative
13 Agreement that amends CBA language concerning Membership, Checkoff, Tour
14 Trades, Excess Sick Leave Bank, and Lateral Hiring Steps effective the first full pay
15 period following Assembly approval; and amending CBA language concerning Call
16 Out and Shift Differential effective September 11, 2017; ; and
17

18 **WHEREAS**, Administrative Agreement (APDEA 2018-01 – Revised), which is
19 attached as Exhibit A, was submitted and approved by the APDEA executive board
20 and ratified by APDEA members; and
21

22 **WHEREAS**, it is in the best interest of the Municipality and the APDEA to foster good
23 labor management relationships; and
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25 **WHEREAS**, the Administration recommends approval of Administrative Agreement
26 (APDEA 2018-01 – Revised); and
27

28 **WHEREAS**, the Administrative Agreement is anticipated to have no significant
29 economic impact; and
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31 **WHEREAS**, Anchorage Municipal Code section 3.70.130 requires Assembly approval
32 of an Administrative Agreement: and
33

34 **WHEREAS**, Anchorage Municipal Code subsection 3.70.090D.3.c requires the
35 Assembly “shall have a 28-day period for public review and comment on the labor
36 agreement terms and conditions, summary of economic effects, and contract
37 changes, before action by the assembly”; now, therefore,

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THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. Administrative Agreement APDEA AA-2018-01 - Revised is approved.

Section 2. This resolution shall become effective upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 11th day of September, 2018.



Chair

ATTEST:



Municipal Clerk



MUNICIPALITY OF ANCHORAGE

Assembly Memorandum

No. AM 525-2018

Meeting Date: August 14, 2018

1 **From:** MAYOR

2
3 **Subject:** A RESOLUTION APPROVING AN ADMINISTRATIVE AGREEMENT
4 (APDEA 2018-01 REVISED) BETWEEN THE MUNICIPALITY OF
5 ANCHORAGE (MUNICIPALITY) AND THE ANCHORAGE POLICE
6 DEPARTMENT EMPLOYEES ASSOCIATION (APDEA) REGARDING
7 AMENDMENTS TO COLLECTIVE BARGAINING UNIT (CBA)
8 LANGUAGE.
9

10 The Municipality of Anchorage (Municipality) and the Anchorage Police Department
11 Employees Association (APDEA) entered into negotiation for the purpose of amending
12 specific contract language for membership, checkoff, call-out, shift differential, tour
13 trades, excess sick leave bank and lateral hiring steps of the APDEA collective
14 bargaining agreement (CBA) effective January 01, 2018. The Municipality and the
15 APDEA have reached a collaborative Administrative Agreement signed by both parties.
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17 The parties worked in good faith and reached an agreement to amend the following CBA
18 language to be effective upon following Assembly approval:
19

- 20 1. Membership – to update language as a result of Janus v. AFSCME;
- 21 2. Checkoff – to update language as a result of Janus v. AFSCME;
- 22 3. Call Out – to provide clarification for defining when Call Out pay applies;
- 23 Shift Differential - to provide greater specification for defining shift times, enabling
24 the payroll system to more accurately calculate hours of pay;
- 25 4. Tour Trades – to incorporate and document current APD Tour Trade practices
26 within the CBA;
- 27 5. Excess Sick Leave Bank – to provide more effective administration of the APDEA
28 Excess Sick Leave Bank usage;
- 29 6. Lateral Hiring Steps – to incorporate and document current APD Lateral Hiring
30 processes within the CBA.
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32 This Administrative Agreement will update and clarify the CBA language. The
33 Administration and the APDEA believe approval for the Administrative Agreement will
34 provide for greater clarification of the CBA language to both the Municipality and APDEA
35 employees.
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37 THE ADMINISTRATION RECOMMENDS APPROVAL.

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39 Prepared by: David Peterson, Labor Relations Director
40 Approved by: Karen Norsworthy, Employee Relations Director
41 Concur: Rebecca A. Windt Pearson, Municipal Attorney
42 Concur: Lance Wilber, OMB Director
43 Concur: Robert E. Harris, CFO
44 Concur: William D. Falsey, Municipal Manager
45 Respectfully submitted: Ethan A. Berkowitz, Mayor

ADMINISTRATIVE AGREEMENT
by and between the
MUNICIPALITY OF ANCHORAGE
and the
ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION

**Subjects: Tour Trades, Shift Differential, Call Out, Excess Sick Leave Bank,
Leave Cash Outs, Tour Trades, and Lateral Hiring Steps**

APDEA AA # 2018-01 - REVISED

This Administrative Agreement (Agreement) is between the Municipality of Anchorage (Municipality) and the Anchorage Police Department Employees Association (APDEA). The Municipality and the APDEA are parties to a recently negotiated Collective Bargaining Agreement (CBA).

The Parties have reached the following agreements amending CBA language concerning:

1. **Membership** – to update language as a result of Janus v. AFSCME
2. **Checkoff** - to update language as a result of Janus v. AFSCME
3. **Call Out** – to provide clarification for defining when Call Out pay applies
Shift Differential - to provide greater specification for defining shift times, enabling the payroll system to more accurately calculate hours of pay
4. **Tour Trades** - to incorporate and document current APD Tour Trade practices within the CBA
5. **Excess Sick Leave Bank** - to provide more effective administration of the APDEA Excess Sick Leave Bank usage
6. **Lateral Hiring Steps** - to incorporate and document current APD Lateral Hiring processes within the CBA

1. Article I RECOGNITION AND BARGAINING UNIT, Section 2. Membership is amended as follows and will be effective the first full pay period following Assembly approval:

Section 2. Membership.

All employees covered under the terms of this Agreement may make application to join the Association as a full member or fair share member.

2. Article IV CHECKOFF is amended as follows and will be effective the first full pay period following Assembly approval:

The Municipality, upon receipt of a written authorization signed by the employee, shall deduct from such employee's wages each pay day Association dues, assessments, and/or other charges. The employee may revoke their authorization by notifying the Association and Employee Relations Director or designee in writing. The Municipality agrees to make the deductions and send a check for the total amount, together with a list of the names of those employees for whom the deductions were made, to the Association. The Association agrees that the Municipality assumes no responsibility in connection with deduction of dues, assessments, and/or other charges except as set forth in this Article. The Association agrees to defend, indemnify, and save harmless the Municipality from any claim and/or liability of the Municipality for compliance with this Article.

3. Article VII HOURS OF WORK AND OVERTIME, Section 7. Call Out and Section 9. Shift Differential are amended as follows and will be effective September 11, 2017 following Assembly approval:

Section 7. Call Out.

A. Call out pay applies when an employee has completed the regularly scheduled shift, has left work, and is called back out. Call out pay does not apply when an employee is held over at the end of a regularly scheduled shift. When an employee has completed the regularly scheduled shift and is called back out to perform work, the employee shall be compensated at the appropriate overtime rate of pay, receiving a guaranteed minimum of four (4) hours pay at the appropriate overtime rate.

Section 9. Shift Differential.

Employees covered by this Agreement shall receive a shift differential equal to three percent (3%) of their factored rate of pay for working swing shifts and six percent (6%) of their factored rate of pay for working mid shifts. Employees eligible for shift differential on their regular shifts shall continue to receive their normal shift differential during light duty, TDY, or training held outside of their normal shift hours provided the training is forty (40) hours or less. Call out pay will qualify independently for shift differential pay based on the start time. Overtime worked in conjunction with a scheduled shift qualifies for that scheduled shift's shift differential. All other overtime worked will qualify independently for shift differential pay, unless otherwise stated within this Agreement.

A. The day shift is any shift starting between the hours of 5:00 a.m. and 11:59 a.m.

B. The swing shift is any shift starting between the hours of 12:00 noon and 6:59 p.m.

C. The mid shift is any shift starting between the hours of 7:00 p.m. and 4:59 a.m.

4. Article VI GENERAL WORKING CONDITIONS, Section 12. Shift Changes is amended as follows and will be effective the first full pay period following Assembly approval:

Section 12. Shift Changes and Tour Trades.

A. Shift Changes. The Department may only make temporary non-disciplinary involuntary changes in shifts under the following circumstances:

1. The Department first attempts to gain the voluntary concurrence of the employee and the Association to the change.
2. The Department gives the employee thirty (30) days written notice of the intent to change shifts.
3. The change in shifts occurs on a shift rotation day.
4. The change is a period of no longer than one hundred and twenty (120) days.
5. The Department has reasonable cause to believe that the shift change is in the best interests of the employee and the Department.
6. Unless the employee agrees, the shift change does not involve a change in days off.
7. If the employee's permanent shift qualifies for shift differential, the shift differential is continued during the period of the changed shift.
8. The Department may not use its rights under this section to change an employee's shift more than once every three years.

9. The Department may not use its rights under this section to change the shifts of more than four employees at any one shift rotation.

Additionally, with the joint approval of the Association and the Police Chief, employees may change shifts and days off prior to the next scheduled posting of the monthly roster. The foregoing does not apply to disciplinary action.

B. Tour Trades.

The Anchorage Police Department recognizes that employees value the ability to utilize various leave options as a way to fulfill obligations, both personally and professionally. Therefore, the following system of shift trades is available to eligible employees to utilize at their option.

Requirements/Limitations:

Employees shall be considered equally competent with other employees who are equally qualified and assigned to the same position and work unit. Example: Day Shift Patrol Officers can trade with Patrol Officers assigned to swing shift, Call Takers can trade with other Call Takers. The trading of a shift shall not cause any loss of work production. The reasons for requesting the shift trade are of no concern to the Department; however, if the shift trade results in a conflict with the Department's or Municipality's interests, it may be denied.

Employees may use shift trades in conjunction with annual leave or compensatory time, but they may not be used in conjunction with "RGS" days, and they may not be scheduled during a shift when mandatory training has already been scheduled. Only two employees may participate in a tour trade; 3-way (or more) trades are not permitted. Trades are only "work for work"; no trading of any sort of leave for work is allowed. Employees are not permitted to participate in any shift trades until released from FTO. Shift trade work has the same rules and limitations as annual leave with respect to overtime. Employees are not permitted to use a shift trade to make them available for overtime work. If an employee is participating in a shift trade, he or she is no longer eligible to be called in for overtime work or participate in any posted overtime details during the hours of the shift trade. Employees are not permitted to use a tour trade on their recognized holiday.

All employees must comply with any work-hour limitations established by the APD Mandatory Rest Policy or any other applicable APD Policy. These hour limitations are inclusive of regular shifts, overtime work, and shift trade work. With the exception of

Dispatch, only full shift trades will be permitted. As a matter of practice, Dispatch may complete shift trades in four hour increments with only one four, eight, or twelve-hour trade per scheduled shift.

Employees will make shift trade arrangements on their own and they will be submitted via whatever timekeeping system is used by the Department for the employees involved in the trade. An employee who is regularly scheduled to work a shift but is taking it off as a tour trade is referred to as the TTO (Tour Trade Off). An employee who is not regularly scheduled but has agreed to work the shift as part of a tour trade is referred to as the TTA (Tour Trade Accepted).

The employee accepting the request for a Tour Trade will be designated as TTA (Tour Trade Accepted) in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade. The TTA will be responsible for marking him/herself as TTA in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade and the process will make the other Officer TTO. Once a shift trade is agreed upon it will be executed as such unless both parties agree on its cancellation and indicate the agreement by mutually retracting the request in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade.

Repayment of all shift trades will be the responsibility of the individuals involved. All repayments of shift trades need to be decided upon at the time of the initial agreement and entered into Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade. All shift trades must be concluded within the same shift rotation.

Neither the APD nor the APDEA are under obligation to assure replacement of traded time and will not incur any costs by the shift trade that would not otherwise be generated.

Both employees involved in any shift trade must assure that all provisions of this agreement are followed. An employee found in violation of the provisions of this agreement shall be subject to consequences as follows:

- First offense: Three-month suspension of shift trades.
- Second offense within 12 months of first offense: One-year suspension of shift trades.

Any employee whose shift trade privileges have been suspended is still obligated to complete any trades agreed upon prior to the

imposition of the disciplinary action. Repayment of all shift trades will be the responsibility of the individuals involved.

In addition to the consequences outlined above, the provisions of the Regulations – Duty Requirements policy shall apply when an employee obligated to a shift trade fails to report or is late to report on the proper date. If an employee inexcusably fails to report for an obligated shift trade, the department may deduct a comparable number of annual leave hours (equal to the number of hours the employee was obligated to work) from the employee's leave account in order to compensate for the employee's absence.

In the instance of a failure to report, the burden of proof resides solely with the originally scheduled employee and it is his or her responsibility to demonstrate that the other employee actually agreed to the trade in advance. The shift trade "contract" is the total responsibility of the traders. Once the burden of proof has been shown, any appropriate consequence and repayment will then reside with the employee who was supposed to be working according to the shift trade contract. If a circumstance arises in which it is not clear who is obligated to work the shift, the TTO will be charged leave.

If an employee is placed on illness or injury leave, or otherwise becomes unavailable for work and has four trades during the same time period, it is the responsibility of the TTA to find a replacement no later than one hour before the start of the scheduled work shift. If no replacement is provided, the TTA will be charged the appropriate amount of annual or sick leave, in accordance with the CBA.

If overtime is generated during the shift trade work, such as a late arrest, the TTA shall complete an overtime entry into TeleStaff or whatever other timekeeping system is used by the Municipality for the TTA and receive the appropriate compensation. If any seniority-based overtime is made available, such as any holdover for special details, the TTA will be eligible for the overtime based upon their own seniority position. All overtime incurred on the day of the shift trade will be paid at time and one half of the working employee's wage, plus any applicable specialty pay that is normally earned by the TTA.

If the TTO employee separates from employment or promotes or demotes to a new classification, whether voluntarily or involuntarily, before paying back four trades, APD will withhold the value of the unpaid four trades on an hour-for-hour basis from the TTO employee's annual leave or compensatory time banks prior to those banks being paid out to the TTO employee upon separation. In turn,

APD will credit the withheld annual leave or compensatory time to the TTA employees who are owed tour trades from the TTO.

5. Article X SICK LEAVE, Section 7. Excess Sick Leave Bank is amended as follows and will be effective the first full pay period following Assembly approval:

Section 7. Excess Sick Leave Bank.

The Excess Sick Leave Bank (Bank) shall be maintained subject to the following conditions:

A. Each pay period, the sick leave hours that would have been accumulated by APDEA members above the 520-hour individual account maximum will be deposited in the Bank. At no time shall there be more than 1,000 hours in the Bank.

B. To be eligible to draw hours from the Bank employees must meet all of the criteria below:

1. Employees who are not yet eligible for AFLA/FMLA must have a FMLA qualifying condition and once the employee is eligible for AFLA/FMLA the employee must be on MOA approved AFLA/FMLA leave. Employees who are eligible for AFLA/FMLA must be on approved AFLA/FMLA leave; and
2. Must not have more than eighty (80) hours in the employee's individual sick leave account.

The maximum allowable time to draw from the Bank is limited to thirty-eight (38) weeks in a twelve (12) month period. The thirty-eight weeks is made up of the eighteen (18) weeks of AFLA/FMLA plus twenty (20) additional weeks that were associated with and connected to the AFLA/FMLA case.

C. Employees shall submit written requests for use of Bank time through their chain of command to the APD Payroll and Personnel Office.

D. Disputes concerning the eligibility or denial of an employee's use of the Bank shall be referred to the expedited grievance procedure in this Agreement.

6. Article XV WAGES, Section 3. Accelerated Step Advancement is amended as follows and will be effective the first full pay period following Assembly approval:

Section 3. Accelerated Step Advancement.

Nothing in this Article will prohibit any employee from being advanced at a faster rate than prescribed above.

A. Lateral Hire Step Advancement

The below tables outline the advanced step hiring process for lateral police officers with current Alaska Police Standards Council (APSC) certification.

Table one below is the current hiring practice and will continue to be applied to police officer applicants who do not have APSC experience. It also will apply to police officer applicants with non-APSC experience (out of state candidates).

Tables two through six outlines the step increases an applicant will receive based on their APSC certified years of law enforcement experience. Tables one through six are based on Grade 35 of the APDEA salary schedule at Appendix A of the collective bargaining agreement.

1	Current step progress Progression is based on the hire date
Step 1	Hire
Step 2	180 days (6 months)
Step 3	477 days (1 year 4 months)
Step 4	2 years 4 months
Step 5	3 years 4 months
Step 6	4 years 4 months

2	6 months to 1 year and 4 months of experience
Step 1	Hire
Step 2	2 weeks
Step 3	477 days (1 year 4 months)
Step 4	Annual Step Increase per APDEA CBA
Step 5	Annual Step Increase per APDEA CBA
Step 6	Annual Step Increase per APDEA CBA

3	1 year 4 months to less than 2 years 4 months experience
Step 1	Hire
Step 3	2 weeks
Step 4	477 days (1 year 4 months)
Step 5	Annual Step Increase per APDEA CBA
Step 6	Annual Step Increase per APDEA CBA
Step 7	Annual Step Increase per APDEA CBA

4	2 years 4 months to less than 3 years 4 months experience
Step 1	Hire
Step 4	2 weeks
Step 5	477 days (1 year 4 months)
Step 6	Annual Step Increase per APDEA CBA
Step 7	Annual Step Increase per APDEA CBA
Step 8	Annual Step Increase per APDEA CBA

5	3 years 4 months to less than 4 years 4 months experience
Step 1	Hire
Step 5	2 weeks
Step 6	477 days (1 year 4 months)
Step 7	Annual Step Increase per APDEA CBA
Step 8	Annual Step Increase per APDEA CBA
Step 9	Annual Step Increase per APDEA CBA

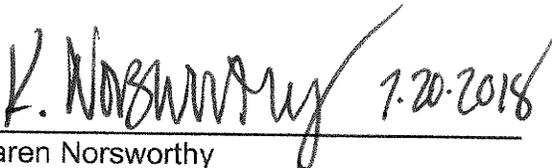
6	4 years 4 months experience or greater
Step 1	Hire
Step 6	2 weeks
Step 7	477 days (1 year 4 months)
Step 8	Annual Step Increase per APDEA CBA
Step 9	Annual Step Increase per APDEA CBA

Pursuant to Anchorage Municipal Code (AMC) 3.70.130 D., each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation by each duly authorized representative signing on behalf of a party. The duly authorized representatives, on behalf of the parties to this agreement, affirm and certify as follows:

- A. This Agreement complies with AMC 3.70.130.
- B. AMC 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by AMC 3.70.130, any modification or amendment, no matter how denominated, shall be deemed null and void, and any payments made shall be recoverable by the Municipality.

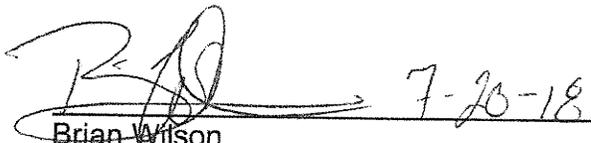
- D. Absent Assembly approval as required by AMC 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
- E. AMC 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of AMC 3.70.130 are subject to fines and penalties under AMC 1.45.010.
- G. Remedial actions: In the event the provisions of AMC 3.70.130 are violated by administrative action, any labor agreement, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall be null and void with no force or effect.

FOR THE MUNICIPALITY:



Karen Norsworthy
Employee Relations Director

FOR THE APDEA:



Brian Wilson
APDEA President

Attachment 2

ARTICLE I

RECOGNITION AND BARGAINING UNIT

Section 2. Membership.

~~All employees covered under the terms of this Agreement shall make application to join the Association within thirty-one (31) calendar days following the date of employee's hire or signing of this Agreement, whichever is the latter, and must maintain membership in good standing, as uniformly required by the Association, for the life of this Agreement and any renewal thereof.~~

~~Refusal to join the Association or to maintain membership in good standing shall be grounds for dismissal. If the Association fails to admit such an employee into the Association membership, this shall not be cause for his/her dismissal. The Association shall advise the Municipality in writing within thirty (30) days of any individual who has failed to make application under the terms of this section. The Association agrees to indemnify, hold harmless and pay all costs and attorney's fees which may arise from any claim and/or liability of the Municipality for terminating an employee in good faith pursuant to this section.~~

All employees covered under the terms of this Agreement may make application to join the Association as a full member or fair share member.

ARTICLE IV

CHECKOFF

~~The Municipality, upon receipt of a written authorization signed by the employee (such authorization shall not be revocable for the term of this Agreement) shall deduct from such employee's wages Association dues. Association dues will be deducted from the employee's wages each pay day. The Municipality will remit same to the duly authorized representative of the Association, together with a list of the names of the employees from whose pay deductions were made. The Association agrees to pay the costs of the defense of the Municipality and to hold the Municipality free from all liability in connection with dues collection except for ordinary diligence and care in transmittal of the monies to the Association.~~

The Municipality, upon receipt of a written authorization signed by the employee, shall deduct from such employee's wages each pay day Association dues, assessments, and/or other charges. The employee may revoke their authorization by notifying the Association and Employee Relations Director or designee in writing. The Municipality agrees to make the deductions and send a check for the total amount, together with a list of the names of those employees for whom the deductions were made, to the

Association. The Association agrees that the Municipality assumes no responsibility in connection with deduction of dues, assessments, and/or other charges except as set forth in this Article. The Association agrees to defend, indemnify, and save harmless the Municipality from any claim and/or liability of the Municipality for compliance with this Article.

ARTICLE VI

GENERAL WORKING CONDITIONS

Section 12. Shift Changes and Tour Trades.

~~The Department may only make temporary non-disciplinary involuntary changes in shifts under the following circumstances:~~

- ~~1. The Department first attempts to gain the voluntary concurrence of the employee and the Association to the change.~~
- ~~2. The Department gives the employee thirty (30) days written notice of the intent to change shifts.~~
- ~~3. The change in shifts occurs on a shift rotation day.~~
- ~~4. The change is a period of no longer than one hundred and twenty (120) days.~~
- ~~5. The Department has reasonable cause to believe that the shift change is in the best interests of the employee and the Department.~~
- ~~6. Unless the employee agrees, the shift change does not involve a change in days off.~~
- ~~7. If the employee's permanent shift qualifies for shift differential, the shift differential is continued during the period of the changed shift.~~
 - ~~8. The Department may not use its rights under this section to change an employee's shift more than once every three years.~~
 - ~~9. The Department may not use its rights under this section to change the shifts of more than four employees at any one shift rotation.~~

~~Additionally, with the joint approval of the Association and the Police Chief, employees may change shifts and days off prior to the next scheduled posting of the monthly roster. The foregoing does not apply to disciplinary action~~

A. Shift Changes. The Department may only make temporary non-disciplinary involuntary changes in shifts under the following circumstances:

1. The Department first attempts to gain the voluntary concurrence of the employee and the Association to the change.
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6. Unless the employee agrees, the shift change does not involve a change in days off.
7. If the employee's permanent shift qualifies for shift differential, the shift differential is continued during the period of the changed shift.
8. The Department may not use its rights under this section to change an employee's shift more than once every three years.
9. The Department may not use its rights under this section to change the shifts of more than four employees at any one shift rotation.

Additionally, with the joint approval of the Association and the Police Chief, employees may change shifts and days off prior to the next scheduled posting of the monthly roster. The foregoing does not apply to disciplinary action.

B. Tour Trades.

The Anchorage Police Department recognizes that employees value the ability to utilize various leave options as a way to fulfill obligations, both personally and professionally. Therefore, the following system of shift trades is available to eligible employees to utilize at their option.

Requirements/Limitations:

Employees shall be considered equally competent with other employees who are equally qualified and assigned to the same position and work unit. Example: Day Shift Patrol Officers can trade with Patrol Officers assigned to swing shift, Call Takers can trade with other Call Takers. The trading of a shift shall not cause any loss of work production. The reasons for requesting the shift trade are of no concern to the Department; however, if the shift trade results in a conflict with the Department's or Municipality's interests, it may be denied.

Employees may use shift trades in conjunction with annual leave or compensatory time, but they may not be used in conjunction with "RGS" days, and they may not be scheduled during a shift when mandatory training has already been scheduled. Only two employees may participate in a tour trade; 3-way (or more) trades are not permitted. Trades are only "work for work"; no trading of any sort of leave for work is allowed. Employees are not permitted to participate in any shift trades until released from FTO. Shift trade work has the same rules and limitations as annual leave with respect to overtime. Employees are not permitted to use a shift trade to make them available for overtime work. If an employee is participating in a shift trade, he or she is no longer eligible to be called in for overtime work or participate in any posted overtime details during the hours of the shift trade. Employees are not permitted to use a tour trade on their recognized holiday.

All employees must comply with any work-hour limitations established by the APD Mandatory Rest Policy or any other applicable APD Policy. These hour limitations are inclusive of regular shifts, overtime work, and shift trade work. With the exception of Dispatch, only full shift trades will be permitted. As a matter of practice, Dispatch may complete shift trades in four hour increments with only one four, eight, or twelve-hour trade per scheduled shift.

Employees will make shift trade arrangements on their own and they will be submitted via whatever timekeeping system is used by the Department for the employees involved in the trade. An employee who is regularly scheduled to

work a shift but is taking it off as a tour trade is referred to as the TTO (Tour Trade Off). An employee who is not regularly scheduled but has agreed to work the shift as part of a tour trade is referred to as the TTA (Tour Trade Accepted).

The employee accepting the request for a Tour Trade will be designated as TTA (Tour Trade Accepted) in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade. The TTA will be responsible for marking him/herself as TTA in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade and the process will make the other Officer TTO. Once a shift trade is agreed upon it will be executed as such unless both parties agree on its cancellation and indicate the agreement by mutually retracting the request in Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade.

Repayment of all shift trades will be the responsibility of the individuals involved. All repayments of shift trades need to be decided upon at the time of the initial agreement and entered into Telestaff or whatever timekeeping system is used by the Department for the employees involved in the trade. All shift trades must be concluded within the same shift rotation.

Neither the APD nor the APDEA are under obligation to assure replacement of traded time and will not incur any costs by the shift trade that would not otherwise be generated.

Both employees involved in any shift trade must assure that all provisions of this agreement are followed. An employee found in violation of the provisions of this agreement shall be subject to consequences as follows:

- First offense: Three-month suspension of shift trades.
- Second offense within 12 months of first offense: One-year suspension of shift trades.

Any employee whose shift trade privileges have been suspended is still obligated to complete any trades agreed upon prior to the imposition of the disciplinary action. Repayment of all shift trades will be the responsibility of the individuals involved.

In addition to the consequences outlined above, the provisions of the Regulations – Duty Requirements policy shall apply when an employee obligated to a shift trade fails to report or is late to report on the proper date. If an employee inexcusably fails to report for an obligated shift trade, the department may deduct a comparable number of annual leave hours (equal to the number of hours the employee was obligated to work) from the employee’s leave account in order to compensate for the employee’s absence.

In the instance of a failure to report, the burden of proof resides solely with the originally scheduled employee and it is his or her responsibility to demonstrate that the other employee actually agreed to the trade in advance. The shift trade “contract” is the total responsibility of the traders. Once the burden of proof has been shown, any appropriate consequence and repayment will then reside with the employee who was supposed to be working according to the shift trade contract. If a circumstance arises in which it is not clear who is obligated to work the shift, the TTO will be charged leave.

If an employee is placed on illness or injury leave, or otherwise becomes unavailable for work and has tour trades during the same time period, it is the responsibility of the TTA to find a replacement no later than one hour before the start of the scheduled work shift. If no replacement is provided, the TTA will be charged the appropriate amount of annual or sick leave, in accordance with the CBA.

If overtime is generated during the shift trade work, such as a late arrest, the TTA shall complete an overtime entry into TeleStaff or whatever other timekeeping system is used by the Municipality for the TTA and receive the appropriate compensation. If any seniority-based overtime is made available, such as any holdover for special details, the TTA will be eligible for the overtime based upon their own seniority position. All overtime incurred on the day of the shift trade will be paid at time and one half of the working employee’s wage, plus any applicable specialty pay that is normally earned by the TTA.

If the TTO employee separates from employment or promotes or demotes to a new classification, whether voluntarily or involuntarily, before paying back tour trades, APD will withhold the value of the unpaid tour trades on an hour-for-hour basis from the TTO employee’s annual leave or compensatory time banks prior to those banks being paid out to the TTO employee upon separation. In turn, APD will credit the withheld annual leave or compensatory time to the TTA employees who are owed tour trades from the TTO.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7. Call Out.

~~A. When an employee has completed the regularly scheduled shift and is called out to perform work within four (4) hours after the regular shift, the employee shall be compensated at the appropriate overtime rate of pay, receiving a guaranteed minimum of four (4) hours pay at the appropriate overtime rate.~~ Call out pay applies when an employee has completed the regularly scheduled shift, has left work, and is called back out. Call out pay does not apply when an employee is held over at the end of a regularly scheduled shift. When an employee has completed the regularly scheduled shift and is called back out to perform work, the employee shall be compensated at the appropriate overtime rate of pay, receiving a guaranteed minimum of four (4) hours pay at the appropriate overtime rate.

Section 9. Shift Differential.

Employees covered by this Agreement shall receive a shift differential equal to three percent (3%) of their factored rate of pay for working swing shifts and six percent (6%) of their factored rate of pay for working mid shifts. Employees eligible for shift differential on their regular shifts shall continue to receive their normal shift differential during training held outside of their normal shift hours provided the training is forty (40) hours or less.

~~A. The day shift is any shift starting between the hours of 5:00 a.m. and 12:00 noon.~~

~~B. The swing shift is any shift starting between the hours of 12:00 noon and 7:00 p.m.~~

~~C. The mid shift is any shift starting between the hours of 7:00 p.m. and 5:00 a.m.~~

A. The day shift is any shift starting between the hours of 5:00 a.m. and 11:59 a.m.

B. The swing shift is any shift starting between the hours of 12:00 noon and 6:59 p.m.

C. The mid shift is any shift starting between the hours of 7:00 p.m. and 4:59 a.m.

ARTICLE X

SICK LEAVE

Section 7. Excess Sick Leave Bank.

~~Effective upon the execution of this contract, an excess sick leave bank shall be established and maintained subject to the following conditions:~~

~~A. Each pay period, the sick leave hours that would have been accumulated by APDEA members above the 520-hour individual account maximum will be deposited in the Bank. At no time shall there be more than 1,000 hours in the Bank.~~

~~B. Employees shall be allowed to draw hours from the bank for qualifying conditions under Section 6, above, provided the employee does not have more than eighty (80) hours in the employee's individual sick leave account.~~

~~C. Employees shall submit written requests for use of Bank time to the Chief or the Chief's designee.~~

~~D. Disputes concerning the eligibility of an employee to use the Bank shall be referred to the expedited grievance procedure in this Agreement.~~

The Excess Sick Leave Bank (Bank) shall be maintained subject to the following conditions:

A. Each pay period, the sick leave hours that would have been accumulated by APDEA members above the 520-hour individual account maximum will be deposited in the Bank. At no time shall there be more than 1,000 hours in the Bank.

B. To be eligible to draw hours from the Bank employees must meet all of the criteria below:

1. Employees who are not yet eligible for AFLA/FMLA must have a FMLA qualifying condition and once the employee is eligible for AFLA/FMLA the employee must be on MOA approved AFLA/FMLA leave. Employees who are eligible for AFLA/FMLA must be on approved AFLA/FMLA leave; and
2. Must not have more than eighty (80) hours in the employee's individual sick leave account.

The maximum allowable time to draw from the Bank is limited to thirty-eight (38) weeks in a twelve (12) month period. The thirty-eight weeks is made up of the eighteen (18) weeks of AFLA/FMLA plus twenty (20) additional weeks that were associated with and connected to the AFLA/FMLA case.

C. Employees shall submit written requests for use of Bank time through their chain of command to the APD Payroll and Personnel Office.

D. Disputes concerning the eligibility or denial of an employee's use of the Bank shall be referred to the expedited grievance procedure in this Agreement.

ARTICLE XV

WAGES

Section 3. Accelerated Step Advancement.

~~Nothing in this Article will prohibit any employee from being advanced at a faster rate than prescribed above~~

Nothing in this Article will prohibit any employee from being advanced at a faster rate than prescribed above.

A. Lateral Hire Step Advancement

The below tables outline the advanced step hiring process for lateral police officers with current Alaska Police Standards Council (APSC) certification.

Table one below is the current hiring practice and will continue to be applied to police officer applicants who do not have APSC experience. It also will apply to police officer applicants with non-APSC experience (out of state candidates).

Tables two through six outlines the step increases an applicant will receive based on their APSC certified years of law enforcement experience. Tables one through six are based on Grade 35 of the APDEA salary schedule at Appendix A of the collective bargaining agreement.

<u>1</u>	<u>Current step progress</u>
	<u>Progression is based on the hire date</u>
<u>Step 1</u>	<u>Hire</u>
<u>Step 2</u>	<u>180 days (6 months)</u>
<u>Step 3</u>	<u>477 days (1 year 4 months)</u>
<u>Step 4</u>	<u>2 years 4 months</u>
<u>Step 5</u>	<u>3 years 4 months</u>
<u>Step 6</u>	<u>4 years 4 months</u>

<u>2</u>	<u>6 months to 1 year and 4 months of experience</u>
<u>Step 1</u>	<u>Hire</u>
<u>Step 2</u>	<u>2 weeks</u>
<u>Step 3</u>	<u>477 days (1 year 4 months)</u>
<u>Step 4</u>	<u>Annual Step Increase per APDEA CBA</u>
<u>Step 5</u>	<u>Annual Step Increase per APDEA CBA</u>
<u>Step 6</u>	<u>Annual Step Increase per APDEA CBA</u>

<u>3</u>	<u>1 year 4 months to less than 2 years 4 months experience</u>
<u>Step 1</u>	<u>Hire</u>
<u>Step 3</u>	<u>2 weeks</u>
<u>Step 4</u>	<u>477 days (1 year 4 months)</u>
<u>Step 5</u>	<u>Annual Step Increase per APDEA CBA</u>
<u>Step 6</u>	<u>Annual Step Increase per APDEA CBA</u>
<u>Step 7</u>	<u>Annual Step Increase per APDEA CBA</u>

<u>4</u>	<u>2 years 4 months to less than 3 years 4 months experience</u>
<u>Step 1</u>	<u>Hire</u>

Step 4	2 weeks
Step 5	477 days (1 year 4 months)
Step 6	Annual Step Increase per APDEA CBA
Step 7	Annual Step Increase per APDEA CBA
Step 8	Annual Step Increase per APDEA CBA

<u>5</u>	3 years 4 months to less than 4 years 4 months experience
Step 1	Hire
Step 5	2 weeks
Step 6	477 days (1 year 4 months)
Step 7	Annual Step Increase per APDEA CBA
Step 8	Annual Step Increase per APDEA CBA
Step 9	Annual Step Increase per APDEA CBA

<u>6</u>	4 years 4 months experience or greater
Step 1	Hire
Step 6	2 weeks
Step 7	477 days (1 year 4 months)
Step 8	Annual Step Increase per APDEA CBA
Step 9	Annual Step Increase per APDEA CBA