

LETTER OF AGREEMENT
by and between
MUNICIPALITY OF ANCHORAGE (MUNICIPALITY)
and the
ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION (APDEA)
APDEA - 010

This 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 Collective Bargaining Agreement (CBA).

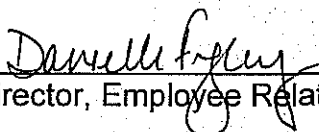
APDEA CBA Appendix B (Performance Pay Incentive) Section 3 item b is unclear as to how many hours of training a Field Training Officer (FTO) is required to spend training a recruit. The following clarifies this issue:

1. Effective January 1, 2011, employees must complete 20 hours of service as a FTO to earn the performance point for FTO service described in the Performance Pay Incentive Plan.
2. In order to receive the Performance Pay point, the FTO must complete all required training reports in a timely manner.
3. The Municipality retains the right to make FTO assignments, including the assignments of substitute FTOs.
4. The parties agree that terms of this agreement shall apply to the administration of the FTO portion of the Performance Pay program during the life of the current CBA.

Pursuant to 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, hereby affirm and certify as follows:

- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 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 section 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
- E. Section 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of section 3.70.130 are subject to fines and penalties under section 1.45.010.
- G. Remedial actions: In the event the provisions of section 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:


Director, Employee Relations

1/24/12
Date

FOR THE APDEA:


President

1/26/2012
Date