

## LETTER OF AGREEMENT

by and between

**MUNICIPALITY OF ANCHORAGE (MUNICIPALITY) and the  
ANCHORAGE POLICE DEPARTMENT EMPLOYEES ASSOCIATION (APDEA)**

**Subject: APDEA Community Service Officer APSC Certification  
APDEA LOA # 15**

This Letter of 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 Collective Bargaining Agreement (CBA).

Municipal voters recently approved Ballot Proposition 9 (AO 2014-11) that amended the Anchorage Charter at Article XXI to authorize police department employees, other than just police officers, to enforce parking violations, impoundment and towing ordinances. This vote subsequently resulted in the Assembly passing AO No. 2014-073, amending Anchorage Municipal Code Section 9.30.240 to allow in addition to any police officer, "any police department employee designated for such duty by the chief of police" to enforce Anchorage Municipal Code at Title 9, Chapters 30, 32, and 34. The purpose of this Agreement is to provide a clarifying amendment to the CBA at Article 1, Section 5 to implement the vote by enabling the Police Chief to allow for Community Services Officers (CSO) to provide that service without having to be certified by the Alaska Police Standards Council. (APSC)

CSO *CSO* *7.9.2014*

This Agreement simply deletes any CBA requirement that a ~~CBS~~ needs be APSC certified, for as a practical matter, APSC has stopped certifying the CSO position. Thus, the CBA at Article 1, Section 4 is amended as follows:

### Article I, Section 5. Initial Probationary Period.

Each new sworn employee, community service officer ~~which is required to be APSC certified~~, and each new communications clerk shall be hired as a probationary employee until the end of a probationary period of one (1) year. The probationary period will end twelve months following the conclusion of the employee's field training or equivalent training, but no longer than eighteen (18) months from the employee's day of hire, except by letter of agreement between the Association and Chief. Each non-sworn employee, except communication clerks and community service officers, shall serve a probationary period of six (6) months. These periods may be extended for thirty (30) day periods by mutual consent of the Association and the Chief.

This amendment impacts other provisions of the CBA at Article 1, Section 6, making it also clear that no employee who transfers or is promoted to a CSO is required to have an APSC certification, but requires no change to the current provision that states:

### Article I, Section 6. Promotional Probationary Period.

\* \* \*

In the case of a transfer or promotion to a community service officer, the employee shall serve the probationary period as described in Article I, Section 5.

No employee who is on probation may be promoted until the probationary period has been completed.

Thus, in an effort to expedite implementation of the voters' and Assembly's actions related to Proposition 9, and to make sure the current CBA does not have any obstacles concerning inapplicable APSC certification for the CSO classification, the Parties agree to the following:

1. The CBA at Article 1, Section 5 will be amended to strike the provision "which is required to be APSC certified" regarding the CSO classification.
2. This deleted provision in Article 1, Section 5 is effective as of the date of the vote approving Proposition 9, April 1, 2014.
3. Nothing in this Agreement prevents either party from negotiating concerning any CSO probation period during upcoming CBA negotiations, with the CBA expiring December 31, 2014, consistent with the voters' and Assembly's actions related to Proposition 9.


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, hereby 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:

  
Acting Director, Employee Relations      Date 6/17/14

FOR THE APDEA:

  
APDEA President      Date 6.17.2014