



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2018-12  
**REGULAR MEETING JUNE 25, 2018**  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

---

WORK SESSION

6:00 p.m. – City Public Safety Employee Life Insurance

---

*It is the mission of the City of Fairbanks to provide essential services to the residents of the City that increase the desirability of the City as a place to live, work, and visit. Essential services include not just the visible activities of police, fire, and public works employees, but also the creation and maintenance of community infrastructure, promotion of safe housing and construction standards, and the sound management of community assets.*

REGULAR MEETING

7:00 p.m.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
5. CITIZENS' COMMENTS on consent agenda items indicated by an asterisk (\*). Testimony is limited to five minutes. Any person wishing to speak needs to complete the register located in the hallway. Normal standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, please silence all cell phones and electronic devices.
6. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by an asterisk (\*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda.

7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
8. SPECIAL ORDERS
9. MAYOR'S COMMENTS AND REPORT
  - a) Special Reports
10. UNFINISHED BUSINESS
  - a) Ordinance No. 6076 – An Ordinance Amending Fairbanks General Code Section 2-119 Order of Business, to Change the Time Limits for Citizens' Comments. Introduced by Mayor Matherly and Council Members Pruhs, Bagwill, Therrien, Rogers, and Huntington. SECOND READING AND PUBLIC HEARING.
  - b) Ordinance No. 6077 – An Ordinance Amending Fairbanks General Code Chapter 22, Elections. Introduced by Council Member Cleworth. SECOND READING AND PUBLIC HEARING.
11. NEW BUSINESS
  - \*a) Resolution No. 4839 – A Resolution to Extend the Deadline for December 31, 2017 Audit. Introduced by Mayor Matherly.
  - \*b) Ordinance No. 6078 – An Ordinance Amending the 2018 Operating and Capital Budgets for the Second Time. Introduced by Mayor Matherly.
  - \*c) Ordinance No. 6079 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union, IAFF Local 1324. Introduced by Mayor Matherly.
12. DISCUSSION ITEMS (Information and Reports)
  - a) Committee Reports
13. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL
  - \*a) Reappointment to the AMLJIA Board of Trustees

- \*b) Reappointment to the Fairbanks Diversity Council
  - \*c) Appointment to the Hotel/Motel Discretionary Fund Committee
  - \*d) Board of Plumber Examiner Meeting Minutes of March 20, 2018
- 
- 14. CITIZENS' COMMENTS, oral communications to the City Council on any item not up for public hearing. Testimony is limited to five minutes.
  
  - 15. COUNCIL MEMBERS' COMMENTS
  
  - 16. CITY CLERK'S REPORT
  
  - 17. CITY ATTORNEY'S REPORT
  
  - 18. EXECUTIVE SESSION
    - a) PSEA Labor Negotiations
    - b) IBEW Labor Negotiations
  
  - 19. ADJOURNMENT

**ORDINANCE NO. 6076**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL  
CODE SECTION 2-119 ORDER OF BUSINESS, TO  
CHANGE THE TIME LIMITS FOR CITIZENS' COMMENTS**

**WHEREAS**, FGC Sec. 2-119 relating to the order of business for City Council meetings has been amended from time to time; and

**WHEREAS**, an informal poll taken in 2016 shows that many municipalities in the State of Alaska limit public comment to three minutes; and

**WHEREAS**, a two-minute limit on public testimony was a big success at a Council Work Session on April 23, 2018, to hear public input on City marijuana regulations, and the Work Session made it apparent that an individual can deliver a clear and meaningful message to the City Council in less than three minutes.

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

**Section 1.** That FGC Sec. 2-119, Order of business; citizens addressing city council is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~strikethrough~~ font]:

Sec. 2-119. Order of business; citizens addressing city council.

(a) At every regular meeting of the city council, the order of business shall be as follows:

- (1) Roll call.
- (2) Invocation.
- (3) Flag salutation.
- (4) Ceremonial matters (proclamations, introductions, recognitions, and awards).
- (5) Citizens' comments on consent agenda items (testimony limited to **three** minutes).
- (6) Approval of agenda and consent agenda. (Approval of consent agenda passes all routine items indicated by asterisk (\*) on the agenda. Consent agenda items are not considered separately unless a council member so requests. In the event of such request, the item is returned to the general agenda).
- (7) Approval of minutes of previous meetings.

- (8) Special orders.
- (9) Mayor's comments and report.
- (10) Unfinished business.
- (11) New business.
- (12) Discussion items (information and reports).
- (13) Written communication to the city council.
- (14) Citizens' comments, oral communications to the city council on any item not up for public hearing (unscheduled; testimony limited to five~~th~~three minutes).
- (15) Council members' comments.
- (16) City clerk's report.
- (17) City attorney's report.
- (18) Executive Session (if necessary).
- (19) Adjournment.

**Section 2.** That the effective date of this Ordinance is the \_\_\_\_ day of June 2018.

\_\_\_\_\_  
**JIM MATHERLY, Mayor**

AYES:  
 NAYS:  
 ABSENT:  
 ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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

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

**ORDINANCE NO. 6077**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE  
CHAPTER 22, ELECTIONS**

**WHEREAS**, a full review of Fairbanks General Code Chapter 22 Elections has not been performed in over a decade; and

**WHEREAS**, to the extent possible, the City of Fairbanks tries to maintain uniformity with the Fairbanks North Star Borough in its election procedures; and

**WHEREAS**, the FNSB recently amended its code of ordinances regarding elections by amending language pertaining to declarations of candidacy for write-in candidates, rules for contact persons on initiatives and referendums, and the deposit fee for recount applications; and

**WHEREAS**, write-in candidates should be required to submit a declaration of candidacy form to alert the clerk and the public of their candidacy; and

**WHEREAS**, contact persons on initiatives or referendums should not serve as election officials due to their perceived or actual conflict of interest; and

**WHEREAS**, the deposit fee for a recount application should more closely approximate the true cost of a recount on a per-precinct basis; and

**WHEREAS**, FGC Chapter 22 contains inaccurate titles, redundancies, and outdated election procedures.

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

**Section 1.** Fairbanks General Code Chapter 22 Elections is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

**Chapter 22 - ELECTIONS**

**Sec. 22-1. – Definitions.**

The following **definitions and clarifications apply to this chapter**~~words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

*Days* includes weekends and holidays.

*Election* includes any regular or special election **of the City of Fairbanks**~~for the city council.~~

*Election officials* means the city clerk or **the clerk's**~~his~~ designee, election judges and election clerks, and canvassing boards.

*Oath* includes affirmation.

*Precinct* means the territory established by the state.

*Proposition* includes question.

*Publication* means a newspaper of general circulation or posting in public places.

~~*Qualified voter* is any voter who:~~

- ~~(1) Is a citizen of the United States;~~
- ~~(2) Is 18 years of age or older;~~
- ~~(3) Has been a resident of the state and of the city for at least 30 days just before the election;~~
- ~~(4) Has registered at least 30 days before the city election as required by AS 15.07 at a residence address within the city and is not registered to vote in another jurisdiction; and~~
- ~~(5) Is not disqualified under Alaska Const. art. V, § 2 and AS 15.05.030.~~

*Regular election* means a general election to fill city offices as required by section 22-6.

*Signature or subscription* includes a mark intended as a signature or subscription.

*Special election* means any election held at a time other than when a regular election is held.

*Swear* includes affirm.

*Voter* means any person who presents himself for the purpose of voting, either in person or by absentee ballot.

\* \* \* \* \*

**Sec. 22-5. - Qualifications of voters.**

(a) A person is qualified to vote who:

- (1) Is a citizen of the United States;
- (2) Is 18 years of age or older;
- (3) Has been a resident of the state and of the city for at least 30 days preceding the election;
- (4) Has registered at least 30 days before the election with the state and is not registered to vote in another jurisdiction; and
- (5) Is not disqualified under Alaska Const. art. V, § 2 and AS 15.05.030.

~~(b) A person is qualified to vote in a service area election if he meets the requirements listed in subsection (a) of this section and has also resided within the service area for 30 days or more prior to the election.~~

(be) If a voter's polling place is in question, a voter shall be allowed to vote; and ~~any~~the election official shall consider the ballot as a questioned ballot.

\* \* \* \* \*

**Sec. 22-9. - Declaration of candidacy by affidavit.**

- (a) At least 95 days before each regular election, the city clerk shall publish in one or more newspapers of general circulation in the city a notice of offices to be filled at the election and the manner of declaring candidacy.
- (b) Any qualified person may have their name placed on the ballot as a candidate for not more than one elective office by filing no earlier than July 15th at 8:00 a.m., nor later than July 29th at 5:00 p.m., with the city clerk, a sworn declaration of candidacy. If July 29 falls on a Saturday or a Sunday, the filing deadline will be 5:00 p.m. the following Monday. Candidates for elective council office shall file a conflict of interest statement in accordance with the provisions of AS 39.50 at the time of filing a declaration of candidacy. Each candidate shall file the name and address of the campaign treasurer with the state public offices commission in accordance with the provisions of AS 15.13 no later than seven days after the date of filing a declaration of candidacy. A \$25.00 filing fee shall accompany every declaration of candidacy.
- (c) Declaration of candidacy affidavits shall be provided by the city clerk and shall include a provision for a statement by the candidate affirming their~~his~~ qualifications to fill the office for which they are~~he is~~ filing.
- (d) Any candidate desiring to withdraw their declaration of candidacy may do so at any time during the period for filing a declaration of candidacy and up to five business days following the closing date for filing. All declarations of candidacy which are not withdrawn shall be preserved by the city clerk for one year.
- (e) Persons filing for elective office as a write-in candidate shall file a declaration of candidacy under this section. Write-in candidates may file only after the official filing period has closed and not later than 5:00 p.m. on the day immediately preceding the election.**
- ~~(fe) A person commits the offense of making a false or misleading statement on a declaration of candidacy form when he makes a false or misleading statement on a declaration of candidacy form, knowing the statement to be false or misleading. Each declaration of candidacy **Each declaration of candidacy form** will contain the following phrase immediately above the signature of the candidate, "I understand that false statements made on this form are criminal violations."~~
- ~~(gf) Each member of the city council shall have resided within the city for one year immediately prior to the filing of the declaration of candidacy.~~
- ~~(hg) The city clerk shall determine whether each candidate for city office is qualified as provided by law. At any time during the election the city clerk may disqualify any candidate whom the clerk finds is not qualified and immediately notify that candidate by certified mail.~~



**Sec. 22-10. - Election officials.**

- (a) For precincts within the city, the city council and the borough assembly shall appoint at least three judges in each precinct to constitute the election board of that precinct. The city clerk is the election supervisor. One judge shall be designated as chairman and shall be ordinarily responsible for administering the election in that precinct. The city clerk may appoint up to three election clerks at any polling place where they are needed to conduct an orderly election and to relieve the election judges of undue hardship.
- (b) All election officials should attend a training session unless personally and specifically excused for cause by the city clerk. If any appointed election official is not able or refuses to serve on election day, the city clerk may appoint a replacement for that official.
- (c) Each election official serving at a precinct polling place must be a qualified voter and, if possible, a resident within the precinct ~~to for~~ which they are ~~he is~~ appointed.
- (d) All election judges and clerks, before entering upon their duties, must subscribe to the oath required of all public officers by the state constitution in the manner prescribed by the city clerk.
- (e) ~~A candidate or members of the candidate's immediate family shall not serve as officials for the election in which he is a candidate.~~ **Candidates and the contact persons or sponsors on an initiative or referendum shall not serve as election officials. Certain familial relationships may not exist between a candidate and a precinct election judge, election official, or member of a ballot counting team in regular, runoff, or special elections. Those familial relationships are:**
  - (1) Mother, mother-in-law, stepmother;**
  - (2) Father, father-in-law, stepfather;**
  - (3) Sister, sister-in-law, stepsister;**
  - (4) Brother, brother-in-law, stepbrother**
  - (5) Spouse**
  - (6) Grandparent; or**
  - (7) Person sharing the same living quarters.**

\* \* \* \* \*

**Sec. 22-12. - Distribution of ballots.**

- (a) The city clerk shall have the ballots in ~~his~~ possession at least 15 days before each regular election or seven days before each runoff or special election. At that time the ballots may be inspected by any candidate whose name is on the ballot, or ~~their~~ ~~his~~ authorized agent; and any mistake discovered shall be corrected immediately. Sufficient ballots for the registered voters of each precinct shall be delivered to the election board for that precinct.
- (b) The ballots shall be delivered in a separate sealed package, with the number of ballots enclosed clearly marked on the outside of the package. A receipt shall be taken from the election board member to whom each package is delivered in person or by mail; these receipts to be preserved with other records of the election for one year.

**Sec. 22-13. - Election supplies and equipment.**

- (a) Before the opening of the polls, the city clerk shall furnish to the election board of each precinct the state voter registration list for that precinct and shall equip and supply each polling place with sufficient materials for that precinct's election, including those materials required by this section.
- (b) The city clerk shall prepare instructions explaining to voters how to obtain ballots, how to mark them, and how to obtain new ballots to replace those destroyed or spoiled. These instructions shall be printed on cards in large, clear type and shall be distributed to the election boards to be prominently displayed in each polling place. The city clerk shall provide booths at each polling place with appropriate supplies and conveniences to enable each voter to mark their ballot screened from observation. Ballot boxes shall be placed outside the voting booths in plain view of the election officials, voters, and other persons at the polling place.

\* \* \* \* \*

**Sec. 22-15. - Absentee voting.**

- (a) ~~Eligibility.~~ Any qualified voter may vote an absentee ballot for any reason.
- (b) **The city clerk will provide absentee ballots, small and large envelopes, and an affidavit by which a voter shall declare their qualification to vote, followed by a provision for attestation by a witness who is 18 years of age or older.** ~~Materials for absentee voting.~~ There shall be a small blank VOTER. The return envelope shall have printed upon it an affidavit by which the voter shall declare his qualification to vote, followed by provision for attestation by a witnessing officer, or signature of an attesting witness, who is at least 18 years of age.
- (c) ~~Absentee voting in person.~~ **Absentee voting in person.**
  - (1) A qualified voter may apply for an absentee ballot in person on any date after the ballots are prepared and available, up to and including the day before the date of the election.
  - (2) On receipt of an application in person for an absentee ballot and exhibition of proof of identification as required in section 22-17, the city clerk shall issue the ballot to the applicant.
  - (3) On receipt of an absentee ballot in person, the voter shall proceed **to the voting booth** ~~in the presence of the city clerk~~ to mark the ballot in secret, to place the ballot in the small envelope, **and** to place the small envelope in the larger envelope **in the presence of the election official who will sign and date as the attesting official,** ~~and to sign the voter's certificate on the larger envelope, sign and date his signature.~~ The **election official** ~~city clerk~~ shall then accept the ballot **and immediately place the ballot in the ballot box.**
  - (4) The **election official** ~~city clerk~~ shall keep a record of the names and signature of **all** voters who cast absentee ballots ~~before him~~ and the dates on which the ballots were cast.
- (d) ~~Absentee voting by personal representative.~~ **Absentee voting by personal representative.**
  - (1) A qualified voter may apply for an absentee ballot through a personal representative on the day of, or not more than 20 days before, the date of an election. The application shall be signed by the applicant and be accompanied by a letter from a licensed physician or a

statement signed by two qualified voters stating that the applicant will be unable to go to the polling place because of physical disability.

- (2) The personal representative shall deliver the absentee ballot to the voter as soon as practicable. Upon receipt of an absentee ballot through a personal representative, the voter shall proceed to mark the ballot in secret, place the ballot in the small envelope, place the small envelope in the larger envelope, and sign the voter's certificate on the back of the envelope in the presence of the personal representative who shall sign as attesting witness and date ~~their~~**his** signature. The voter shall then return the absentee ballot to ~~their~~**his** personal representative who shall deliver the ballot to the election official who provided the ballot. The absentee ballot must be returned to the city clerk within three days from the date it is obtained but not later than 8:00 p.m. on election day. An absentee ballot that is not returned to the city clerk by the close of business on the third day from the day it is obtained may not be counted, but the voter may vote in the election.
- (3) The city clerk shall keep a record of the name and signature of each personal representative requesting an absentee ballot and the name of the person on whose behalf the ballot is requested. The city clerk shall record the date and time the absentee ballot is provided and the time the ballot is returned.
- (4) A candidate for office at that election may not act as a personal representative. An individual may serve as personal representative for not more than one physically disabled voter.

(e) ~~Absentee voting by mail~~ **Absentee voting by mail.**

- (1) A qualified voter may apply for an absentee ballot by mail if postmarked not **earlier than the first day of the calendar year in which the election is to be held** ~~more than 60 days or~~ **not** less than seven days before any election. The application shall include the address to which the absentee ballot shall be returned, ~~and the applicant's full Alaska~~ **resident** address, and **the applicant's** signature.
- (2) After receipt of an application by mail, the city clerk shall send the absentee ballot and other absentee voting material to the applicant by **first class mail** ~~the most expeditious mail service~~. The materials, **including a pre-addressed mailing envelope**, shall be sent as soon as they are ready for distribution. ~~A return envelope shall be sent with the materials addressed to the city clerk.~~
- (3) Upon receipt of an absentee ballot by mail, the voter, in the presence of ~~a notary public, other person qualified to administer oaths, or a person over the age of 18 years,~~ may proceed to mark the ballot in secret, place the ballot in the small envelope, place the small envelope in the larger envelope, and sign the voter's certificate on the back of the larger envelope, ~~in the presence of a~~ **The** witness ~~who~~ shall sign as attesting official and shall date ~~their~~**his** signature.
- (4) To be counted in the election, an absentee ballot must be postmarked on or before election day and be received by the ~~municipal clerk's~~ **office** no later than the Tuesday following the election. Absentee ballot envelopes received after ~~the canvass board has completed absentee ballot counting~~ **that time** shall not be opened, but shall be marked "invalid" with the date of receipt noted thereon. Such envelopes shall be retained with other election records and destroyed ~~with them as provided by the municipal clerk's~~ **in accordance with the city** records retention schedule. Absentee ballot envelopes shall be examined by the canvas board ~~that~~ **which** shall determine whether the absentee voter is qualified to vote at the election and whether the ballot was properly cast.

(f) ~~Absentee voting by electronic transmission~~ **Absentee voting by electronic transmission.**

- (1) A qualified voter may apply for an absentee ballot to be sent by electronic transmission. Such request must be made **by noon (Alaska Standard Time)** ~~not less than~~ the day immediately preceding the election. Absentee ballots will be electronically transmitted to the location designated in the application. If no location is designated, and if the request is received no later than seven days prior to the election, the ballot will be mailed in the manner provided for absentee ballots by mail. The ~~C~~clerk may impose reasonable conditions for electronically transmitting absentee ballots.
- (2) A ballot electronically transmitted shall contain a copy of the ballot to be used at the election in a form suitable for transmission. A photocopy of the computerized ballot card to be used by persons voting in person at the polling places is acceptable.
- (3) **Electronically-transmitted ballots may be submitted by mail in accordance with the requirements of subsection (e)(4) of this section** ~~The voter shall mark the ballot on or before the date of the election and shall use a mail service at least equal to first class and mail the ballot not later than the day of the election to the appropriate election official. The ballot may not be counted unless it is received by the close of business on the Tuesday following the election.~~
- (4) A voter may transmit the ballot electronically no later than the day before the election. The ballot shall be counted in the same manner as other absentee ballots, even though this procedure may reveal to one or more election officials the manner in which a particular absentee voter cast ~~their~~ **his or her** ballot. However, it shall be unlawful to display a telefax ballot in a manner revealing the way in which a particular voter cast ~~their~~ **his or her** ballot to any person other than the municipal clerk, a member of the clerk's staff, the election official in the course of ~~their~~ **his or her** duties, or an attorney advising the clerk on legal questions concerning the ballot.

\* \* \* \* \*

**Sec. 22-17. - Voting procedures at the polls.**

- (a) Before issuing any ballots, the election board must, in the presence of any persons assembled at the polling place, open and exhibit the ballot box to be used at the polling place. The ballot box then shall be closed and shall not be opened again or removed from the polling place until the polls have closed.
- (b) The **election** judges shall keep an original register in which each voter, before receiving ~~their~~ **his** ballot, shall sign ~~their~~ **his** name and give both ~~their~~ **his** residence and mailing address. A record shall be kept in the registration book in the space provided of the name of persons who offer to vote but who actually do not vote, and a brief statement of explanation. The signing of the register constitutes a declaration by the voter that ~~they are~~ **he** is qualified to vote. If a voter's ~~person's~~ **name does not appear on the official registration list of the precinct in which the person seeks to vote,** ~~polling place is in question, a voter shall be allowed to vote and any election official shall consider the ballot as~~ **the person may vote** a questioned ballot.
- (c) Before being allowed to vote, each voter shall exhibit to an election judge one form of identification, including but not limited to an official voter registration card, driver's license, birth certificate, passport, or hunting or fishing license. An election judge may waive the identification

requirement if ~~they~~he knows the identity of the voter. A voter who cannot exhibit a required form of identification shall be allowed to vote a questioned ballot.

- (d) When the voter is qualified to vote, the election judge shall give ~~the voter~~him an official ballot. The voter shall retire to a booth or private place to mark the ballot. The ballot must be voted at the polling place, and no ballot may be removed from the polling place until the election judges have completed their post-election duties.
- (e) A qualified voter who cannot read, mark the ballot, or sign ~~their~~his name may request an election ~~official~~judge, a person, or not more than two persons of ~~their~~his choice to assist ~~them~~him. If ~~an~~the election ~~official~~judge is requested, **they shall assist the voter. If any other person(s) is requested,** the person(s) shall state upon oath before the election ~~official~~judge that ~~they~~he will not divulge the vote cast by the person whom ~~they~~he assists.
- (f) If a voter improperly marks or otherwise damages a ballot, ~~they~~he shall return it to the election officials, concealing the manner in which it is marked from view, and shall request a new ballot. The election officials shall destroy the damaged ballot after having recorded its number and shall issue a new ballot to the voter. A voter may request replacement of a damaged ballot no more than three times.
- (g) Fifteen minutes before closing the polls **and at the time of closing the polls, an election official shall announce both the designated closing time and the actual time at which the announcement is made**~~the time remaining before such closure shall be proclaimed.~~ **Failure to make the announcement at 15 minutes prior to closing time shall not in any way invalidate the election or extend the time for closing of the polls. Upon closing, no person will be allowed to enter the polling place for the purpose of voting. Every qualified voter present and in line at the time prescribed for closing the polls may vote.** ~~When the polls are closed for the purposes of voting, that fact shall likewise be proclaimed; and thereafter no ballot shall be issued except to those voters who were present and waiting their turn to go through the voting procedure at the time prescribed for closing the polls.~~
- (h) When the polls are closed and the last ballot has been cast, the election board shall account for all ballots by completing a ballot statement containing the number of official ballots supplied in a manner prescribed by the city clerk.**
- (i) The election board shall count the number of questioned ballots and shall compare that number to the number of questioned voters in the register. Discrepancies shall be noted on the ballot statement.**
- (j) Poll watchers will be allowed at city precincts with the same rights and under the same restrictions as provided for under state law and Fairbanks North Star Borough ordinance.

#### Sec. 22-18. - Questioning procedure.

- (a) Every election ~~official~~judge and election clerk shall question, and any person qualified to vote in the precinct may question, a person attempting to vote if the questioner has good reason to suspect that the questioned person is not qualified to vote **in the election**. All questions **regarding a person's qualifications to vote** shall be made in writing, setting out the reason(s) for the question. A questioned person, before voting, shall subscribe to **an oath or affirmation on**

declaration in a form provided by the election official city clerk, attesting to the fact that in each particular the person meets all the qualifications of a voter, ~~that he is not disqualified, and that he has not already voted at the same election.~~ **If the question is to residence within the precinct or voting area, the questioned person** He shall **also** state the place from which ~~they~~he came immediately before living in the precinct **where offering to vote** in which he now offers to vote and the length of time of his residence in the former place. After the questioned person has executed the oath or affirmation declaration, the person may vote. If the questioned person refuses to execute the oath or affirmation declaration, the person **shall** may not vote.

- (b) If a voter's polling place is in question, ~~he shall be allowed to~~ **the voter shall vote** vote, and any election official shall consider the ballot as a questioned ballot **after complying with subsection (a) of this section.** The voter whose ballot is being questioned shall complete a statement concerning his residence on a form provided by the city clerk.

#### **Sec. 22-19. - Disposition of questioned votes.**

A voter who casts a questioned ballot shall vote ~~their~~his ballot in the same manner as prescribed for other voters. After the election official or judge removes the numbered stub from the ballot **and the voter votes the ballot**, the voter shall insert the ballot into a small blank envelope, seal it, and put the envelope into a larger envelope on which the statement ~~the voter~~he previously signed is located. These larger envelopes shall be sealed and deposited in the ballot box. When the ballot box is opened, these envelopes shall be counted and compared to the voting list, segregated, and delivered to the city clerk for delivery to the election canvass board. **The election canvass board shall review and judge the applicability of all questioned ballots**

#### **Sec. 22-20. - Unused ballots.**

**The number of unused ballots shall be recorded, and all such ballots shall be disposed of as instructed by the clerk before ballot box is opened.** All ballots not voted by voters shall be returned by the judges to the city clerk for destruction. The city clerk shall keep a record of the number of ballots returned to him, indicating when and by which judge each was returned. The number of ballots damaged by voters and replaced by election officials pursuant to section 22-17 shall **also** be recorded. **The record of unused ballots and damaged and replaced ballots shall be preserved for at least 30 days after certification of the election.**

#### **Sec. 22-21. - Counting ballots.**

- (a) **In optical scan or other computer-read or electronic ballot precincts, when the polls have closed and the last vote has been cast, the election board shall immediately transmit election results to the clerk following the written instructions provided to each precinct. Once the election results have been transmitted, the election board shall open the ballot box and place all ballots in the tamper-proof containers provided. The election board shall remove all questioned ballots and place them in the container provided. The election board shall proceed with the ballot accountability and poll closing procedures provided by the clerk.** The opening of the ballot box and the counting of ballots shall be accomplished in full view of any persons present. However, the chairman of the election board shall not permit anyone present to interfere in any way or to distract the appointed officials from their duties, and no one other than appointed election officials may handle the ballots.

- (b) The clerk may issue rules prescribing the manner in which the precinct ballot count is to be accomplished so as to assure accuracy in the count and to expedite the process. The election board shall account for all ballots by completing a ballot statement containing (1) the number of official ballots received; (2) the number of official ballots voted; (3) the number of official ballots spoiled; and (4) the number of official ballots unused and destroyed. The board shall count the number of questioned ballots and shall compare that number to the number of questioned voters who signed the register. Discrepancies shall be noted, and the numbers shall be included in the certificate prescribed by the clerk. Immediately following the closing of the polls, the election officials shall open the ballot box and count the number of ballots cast with necessary adjustments to account for the number of ballots required to present to each voter all the offices and propositions on which he is entitled to vote. The number of ballots cast shall agree with the number of signatures on the precinct register. If a discrepancy exists which cannot be resolved, the election officials shall explain the discrepancy to the best of their ability in writing for delivery to the city clerk.
- (c) Ballots may not be counted before 8:00 p.m., local time on the day of the election. If computer counted ballots are used, the election officials shall make a preliminary inspection of the ballot cards, separating those obviously damaged or marked in a questionable manner. After the preliminary inspection is complete, all the ballots shall be placed in the container provided and a seal affixed. The sealed container shall be delivered to the counting center by two or more election judges. If election judges of a precinct are unable personally to deliver the ballots of their precinct to the counting center due to weather or road conditions, delivery may be arranged with all due and proper safeguards by the state or city police.
- (d) ~~If paper ballots are used, the election board shall tally the votes cast in the manner prescribed in this chapter. When the tally of votes is completed, a certificate of returns shall be prepared and signed by the election judges. After completion of the certificate of returns, the counted ballots shall be sealed in an envelope provided by the city clerk and shall be delivered to the city clerk.~~

#### **Sec. 22-22. - Rules for determining mark.**

All canvassing and counting of ballots will be conducted according to the following rules:

- (1) A failure to properly mark a ballot as to one or more candidates does not in itself invalidate the entire ballot.
- (2) A voter may mark **their**his ballot only by using punch marks as may be made through use of the provided ballot marking machine or, if paper ballots are used, a cross mark, "X" mark, diagonal, horizontal or vertical mark, solid mark, circle, or asterisk shall be made with pencil or pen ~~and ink~~. The marks will be counted only if they are substantially inside the **ovals**squares provided, or touching the **ovals**square so as to indicate clearly that the voter intended the particular **ovals**square to be designated.
- (3) If a voter marks fewer names than there are persons to be elected to the office, the vote will be counted for each candidate properly marked.
- (4) If a voter marks more names than there are persons to be elected to the office, the votes for that office will not be counted.
- (5) Improper marks on the ballot will not be counted and will not invalidate marks for candidates properly made.

- (6) Any erasure or correction invalidates only that section of the ballot on which it appears.
- (7) Write-in votes are not invalidated by writing in the name of a candidate whose name is printed on the ballot unless the printed name is for the same office and has also been marked or unless the election board determines, on the basis of other evidence, that the ballot was so marked ~~as to be~~ for the purpose of identifying the ballot.
- (8) In order to vote for a write-in candidate, the voter must write in the candidate's name in the space provided and, in addition, mark the ~~oval~~~~square~~ opposite the candidate's name in accordance with subsection (2) of this section.
- (9) Stickers ~~bearing the candidate's name may~~ **cannot** be used on the ballot. **Use of stickers may cause that portion of the ballot to be invalidated.**

**Sec. 22-23. - Tally of votes.**

- (a) ~~Tally of votes cast by paper ballot.~~ The city clerk shall issue instructions and shall provide forms and supplies for the tally of votes cast by paper ballot so as to assure accuracy to expedite the process. The election board shall canvass and count the votes according to the rules for determining mark on ballots prescribed in section 22-22. The election board shall canvass the ballots in a manner that allows watchers to see the ballots when opened and read. No person handling the ballot after it has been taken from the ballot box and before it is placed in the envelope for delivery to the city clerk may remove a ballot from the immediate vicinity of the polls or have a marking device in hand.
- (b) ~~Tally of votes by computer~~ **Tally of votes by computer.**
  - (1) Election judges and clerks serving at the counting center shall be appointed in the same manner as those serving at the polling places. Any qualified voter of the city, **except a candidate for city office or a member of a candidate's immediate family or contact persons and sponsors on an initiative or referendum** may be appointed for this service.
  - (2) Upon receipt of the ballot container, an election official shall test the seal and certify that it has not been broken. If there is a discrepancy, it shall be brought to the city clerk's attention **immediately**~~at this time.~~
  - (3) After certification that the seal on the ballot container was intact upon receipt, a counting center official shall break the seal and remove the ballots. Those ballots that cannot be processed by the computer due to physical damage shall be stamped "DEFECTIVE" and shall be delivered to the ~~canvasser~~~~control~~ board.
  - (4) Three election officials, as a board, shall prepare facsimiles of all defective ballots, recording ballot numbers in the manner prescribed by the city clerk in order to permit verification of duplication if necessary at a later date. Facsimile ballots shall be placed with the valid, non-defective ballots of the precinct to be delivered to the computer area for tally of votes. Defective ballots of which facsimiles have been prepared and rejected ballots shall be placed in an envelope bearing the number of the precinct at which they were cast and shall be **preserved by**~~delivered to~~ the city clerk ~~to be preserved~~ for one year.
  - (5) Only those ballots **marked**~~punched~~ in accordance with section 22-22 shall be counted.
  - (6) Computer tally of votes cast shall be directed by the city clerk, ~~and~~ shall be observed by an independent review board, **and shall be open to the public**~~appointed by the assembly.~~ When the tally of votes has been completed, the voted ballots shall be sealed into containers



and delivered to the city clerk to be preserved for one year. Ballot containers may not be opened unless the city clerk is ordered to do so by the city council assembly or by the court.

- (7) Write-in votes will only be tabulated manually by person when the total number of write-in votes for any office exceeds the smallest number of votes cast for any candidate for that office whose name is printed on the ballot.

#### Sec. 22-24. - Canvass of returns.

- (a) Before each election, the city council assembly shall appoint four or more at least three qualified voters, who shall constitute the election canvass board for that election. All members of the election canvass board, before entering upon their duties, must subscribe to the oath required of all public officers by the Constitution constitution of the State of Alaska state in the manner prescribed by the city clerk.
- (b) On the day following each election, or as soon as is practicable, the election canvass board shall meet in public session and canvass all election returns. ~~The canvass may be postponed for cause from day to day, but there shall be no more than three such postponements.~~ In full view of those present, the election canvass board shall judge the applicability of absentee and questioned ballots, shall open and tally those accepted, and shall compile the total votes cast in the election. The canvass of the ballot vote counted by precinct election boards shall be accomplished by reviewing the tallies of the recorded vote to check for mathematical error by comparing totals with the precinct's certificate of results. All obvious errors found by the election canvass board in the transfer of totals from the precinct tally sheets to the precinct certificate of returns shall be corrected by in the canvass board certificate of election returns and reported to the city council as ~~having been corrected~~. If in the opinion of the canvass board a mistake has been made in precinct returns which is not clearly an error in the transfer of results from the tallies to the certificate of results, the canvass board may recommend to the governing body that a recount of that precinct's results be made for that portion of the returns in question.
- (c) ~~Questioned and absentee ballots shall be counted as follows:~~ **The canvass board shall begin reviewing questioned and absentee ballots the day following the election. All ballots received must be reviewed and counted by the Tuesday following the election. No questioned or absentee ballot shall be counted if the voter has failed to properly execute the oath and affidavit, if the witness or the officer or other person authorized by law to administer the oath fails to affix their signature, if the voter's registration has been cancelled under state law, or if the voter fails to enclose their marked ballot inside the small envelope provided. The canvass board will review all questioned and absentee ballots to determine eligibility of the voter. If a ballot is rejected, the clerk shall send a statement to the voter stating why their ballot could not be processed. All rejected questioned and absentee ballots shall be enclosed in a separate envelope with statements of the basis for the rejection. If a questioned or absentee ballot is accepted, the canvass board shall place the valid ballot in a separate container to be opened and counted on the Tuesday following the election.** ~~The city clerk or a member of the election canvass board may question the qualifications of an absentee voter when read from the voter's certificate on the back of the large envelope if he has good reason to suspect that the voter is not qualified to vote, is disqualified, or has voted at the same election. The person questioning the qualifications shall specify the basis of the question in writing. The canvassing board by majority vote may refuse to accept the question and count the ballot. If the ballot is refused, the city clerk shall return a copy of the statement of the question to the voter and shall enclose all rejected ballots in a separate envelope with statements of~~

~~question. The envelope shall be labeled "rejected ballots" and shall be transmitted to the city council with the election certificates and other returns. If the ballot is not refused, the large envelope shall be opened and the smaller inner envelope shall be placed in a container and mixed with other blank absentee ballot envelopes, or in the case of counting questioned ballots, with other blank questioned ballot envelopes. The mixed smaller blank envelopes shall be drawn from the container, opened and the ballots counted according to the rules of determining properly marked ballots.~~

- (d) Upon completion of the canvass, the canvassing board shall prepare a certificate of the results of votes cast by absentee ballots, questioned ballots, and ~~ballots of votes cast by regular ballot~~ and shall prepare and submit a written report of the results to the city council.

**Sec. 22-25. – Votes required for election to office; Certification of the election.**

**(a) To be elected to the office of city mayor, a candidate must receive over forty percent of the votes cast for that office. A runoff election for the office of mayor shall be held between the two candidates receiving the highest number of votes if no candidate receives over forty percent of the votes cast.**

**(b) To be elected to the office of city council, a candidate must receive the greatest number of votes cast for that seat.**

~~(ca)~~ As soon as possible after completion of the canvass, the city council shall meet in public session to receive the report of the canvass board. If after considering the report the city council determines that the election was validly held, such conclusion shall be declared and entered upon the minutes of the meeting.

~~(db)~~ If the canvass board reports a failure to comply with provisions of state law and city ordinance or illegal election practices have occurred and that such failure is sufficient to change the outcome of the election, the city council may exclude the votes cast in one or more precincts where such failure or illegal practices have occurred from the total returns or may declare the entire election invalid and order a new election.

~~(ce)~~ If the canvass board reports an apparent discrepancy in the returns of one or more precincts, the city council may order a recount of the votes cast in those precincts. Such recount shall be conducted immediately by the canvassing board and the results reported ~~to~~ by the city council.

~~(fd)~~ In case of failure to elect because of a tie vote, the city council shall immediately cause the canvass board to recount the votes. If there is still a failure to elect because of a tie vote in the regular election, the names of the two tied candidates shall be entered in ~~a~~ the runoff election. ~~If no candidate in a regular election received a majority of votes cast and there is a tie for the second highest number of votes cast, the city council shall immediately cause the canvass board to recount the votes. If there is still a tie for the second highest number of votes cast, the second name to be placed on the runoff ballot shall be determined fairly by lot from among the candidates tying in a meeting of the city council and under its direction.~~ In case of failure to elect in a runoff election because of a tie vote, the city council shall immediately cause the canvass board to recount the votes. If there is still a failure to elect because of a tie after completion of the recount, the election shall be determined fairly by lot from among the candidates tying in a meeting of the city council and under its direction.

(ge) Upon certification of a valid election, the city council shall direct the city clerk to deliver to each person elected to office a certificate of election signed by the city clerk and authenticated by the seal of the city.

**Sec. 22-26. – Recount application~~Election recounts.~~**

- (a) A defeated candidate or ten qualified voters who believe there has been a mistake made by an election official or by the canvassing board in counting the votes in an election may file an application requesting a recount. **The recount application shall be filed** with the city clerk no later than 5:00 p.m. on the Monday following the election or **one business day**~~24 hours~~ after completion of the canvass-board, whichever is later. **The date on which the city clerk receives an application, rather than the date of mailing or transmission, determines whether the application is filed within the time allowed under this section.** The applicant shall include a deposit in cash or certified check for ~~\$100.00~~**\$200.00 per election precinct to be recounted.** The deposit shall be applied against any costs incurred pursuant to subsection (e) of this section or refunded if there is no liability for recount costs.
- (b) **Recount application forms shall be provided by the city clerk.** The application shall specify **with particularity the grounds for the contest**~~in substance the basis of the belief that a mistake has been made~~, the particular election precinct(s) or precincts for which the recount is to be held, the particular office, proposition or question for which the recount is to be held, and that the person making the application is a candidate or that the ten persons making the application are qualified voters **of the city.** The application for a recount shall bear the notarized signature of the candidate or the ten qualified voters seeking the recount.
- (c) Upon receiving an application in substantially required form, the city clerk shall appoint a recount board of four or more qualified voters to conduct the recount of ballots as soon as possible of ~~the~~**those** precinct(s) cited in the application for recount. The rules governing the counting of marked ballots by the election board shall be followed. **The city clerk shall make the final determination on which ballots or parts of ballots were properly marked.** Those requesting the recount, those whose election is recounted, and the public shall be allowed to attend the recount proceeding.
- (d) Upon completion of recount, the recount board shall certify the results of the recount to the city council. The city council shall declare the final election results and direct the city clerk to deliver to each person elected to office a certificate of election signed by the city clerk and authenticated by the seal of the city.
- (e) The applicant for the recount shall pay all costs and expenses incurred in a recount of an election demanded by the applicant if the recount fails to reverse any result of the election or **if** the difference between the winning and losing vote on the result **for which the recount is** requested ~~for recount~~ is more than one percent.
- (f) ~~A candidate or any person who requested a recount who has reason to believe an error has been made in the recount involving any question, proposition, candidate or validity of any ballot may appeal to the superior court within ten days after the city council has declared the election results. If no such action is commenced within the ten day period, the election and the election results shall be conclusive, final and valid in all respects.~~ **If two or more candidates having the highest**

**number of votes for the same office, to which only one candidate is to be elected, are separated by ten votes or less, the city clerk shall initiate a recount of that race. The clerk shall cease a recount under this subsection if a defeated candidate concedes the election in writing no later than the close of business two days after completion of the canvass.**

**Sec. 22-27. - Contest of election.**

A defeated candidate or any ten qualified voters who **caused the recount of**~~contested~~ an election may bring an action in the superior court within ten days after the city council has concluded that the election was validly held and the results entered upon the minutes. Such legal action shall be upon the grounds set forth in AS 15.20.540 for contesting state elections. The judge shall render a decision as required by AS 15.20.560 for state elections. If no such action is commenced within the ten-day period, the election and the election results shall be conclusive, final, and valid in all respects.

\* \* \* \* \*

**Section 2.** That the effective date of this Ordinance shall be the \_\_\_\_ day of June 2018.

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

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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

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

**RESOLUTION NO. 4839**

**A RESOLUTION TO EXTEND THE DEADLINE FOR THE  
DECEMBER 31, 2017 AUDIT**

**WHEREAS**, Fairbanks Charter, Article VIII, Section 8.7 requires an independent audit of the city's records compiled into the Comprehensive Annual Financial Report by a certified public accountant to be made annually and submitted to the council within one hundred and eighty (180) days after the end of the fiscal year; and

**WHEREAS**, Ordinance 6026 was approved by the voters to allow City Council to extend the deadline for completion of the annual independent audit if the audit cannot be completed within 180 days due to regulatory changes beyond the City's control; and

**WHEREAS**, the City is required to report pension liability information per Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions* (GASB 68) in the December 31, 2017 audit to comply with generally accepted accounting principles; and

**WHEREAS**, the City has not received the required audited Alaska Public Employees' Retirement System (PERS) information from the State of Alaska.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fairbanks to extend the issuance of the December 31, 2017 audit to council within two hundred and seventy (270) days after the end of the fiscal year.

**PASSED and APPROVED this 25th Day of June 2018.**

---

**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

---

D. Danyielle Snider, CMC, City Clerk

---

Paul J. Ewers, City Attorney

Introduced By: Mayor Matherly  
Finance Committee Meeting: June 19, 2018  
Introduced: June 25, 2018

**ORDINANCE NO. 6078**

**AN ORDINANCE AMENDING THE 2018 OPERATING  
AND CAPITAL BUDGETS FOR THE SECOND TIME**

**WHEREAS**, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2018 operating and capital budget.

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

**SECTION 1.** There is hereby appropriated to the 2018 General Fund and Capital Fund 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, 2018 and ending December 31, 2018 (see pages 2 and 3) [amendments shown in **bold** font; deleted text or amounts in ~~strike through~~ font]:

## GENERAL FUND

REVENUE	COUNCIL APPROPRIATION	REVIEW PERIOD INCREASE (DECREASE)	AMENDED APPROPRIATION
Taxes, (all sources)	\$ 20,933,871	\$ 90,111	\$ 21,023,982
Charges for Services	5,218,780	109,596	5,328,376
Intergovernmental Revenues	860,646	419,374	1,280,020
Licenses & Permits	1,386,190	-	1,386,190
Fines, Forfeitures & Penalties	510,000	-	510,000
Interest & Penalties	163,000	-	163,000
Rental & Lease Income	136,234	-	136,234
Other Revenues	221,000	-	221,000
Other Financing Sources	3,497,041	(3,904)	3,493,137
Total revenue appropriation	<u>\$ 32,926,762</u>	<u>\$ 615,177</u>	<u>\$ 33,541,939</u>
<b>EXPENDITURES</b>			
Mayor and Council	\$ 625,791	\$ -	\$ 625,791
Office of the City Attorney	182,369	-	182,369
Office of the City Clerk	359,192	-	359,192
Finance Department	929,749	-	929,749
Information Technology	1,960,668	103,596	2,064,264
General Account	4,596,608	40,000	4,636,608
Police Department	7,032,893	-	7,032,893
Dispatch Center	2,376,286	-	2,376,286
Fire Department	6,710,008	13,800	6,723,808
Public Works Department	7,897,436	344,200	8,241,636
Engineering Department	565,896	8,000	573,896
Building Department	699,906	-	699,906
Total expenditure appropriation	<u>\$ 33,936,802</u>	<u>\$ 509,596</u>	<u>\$ 34,446,398</u>
Estimated general fund balance	\$ 11,824,730	\$ -	\$ 11,824,730
Prior year encumbrance	(351,737)	-	(351,737)
Increase (Decrease) to fund balance	341,697	109,485	451,182
Transfer to Other Funds	(1,000,000)	(3,904)	(1,003,904)
12/31/18 unassigned balance	<u>\$ 10,814,690</u>	<u>\$ 105,581</u>	<u>\$ 10,920,271</u>

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$4,000,000.

\$ 6,889,280

## CAPITAL FUND

<u>REVENUE</u>	COUNCIL APPROPRIATION	INCREASE (DECREASE)	AMENDED APPROPRIATION
Transfer from Permanent Fund	\$ 601,936	\$ -	\$ 601,936
Transfer from General Fund	1,000,000	-	1,000,000
Public Works Department	250,000	-	250,000
Garbage Equipment Reserve	253,480	-	253,480
Building Department	10,000	-	10,000
Engineering Department	-	-	-
Police Department	180,000	-	180,000
Dispatch Department	140,000	-	140,000
Fire Department	324,966	3,904	328,870
IT Department	102,000	-	102,000
Property Repair & Replacement	145,000	-	145,000
Total revenue appropriation	<u>\$ 3,007,382</u>	<u>\$ 3,904</u>	<u>\$ 3,011,286</u>
 <u>EXPENDITURES</u>			
Public Works Department	\$ 446,895	\$ -	\$ 446,895
Garbage Equipment Reserve	680,000	-	680,000
Engineering Department	67,500	-	67,500
Building Department	70,000	-	70,000
Police Department	213,136	40,135	253,271
Fire Department	542,900	-	542,900
IT Department	193,245	-	193,245
Road Maintenance	817,480	-	817,480
Property Repair & Replacement	687,271	95,000	782,271
Total expenditure appropriation	<u>\$ 3,718,427</u>	<u>\$ 135,135</u>	<u>\$ 3,853,562</u>
Estimated capital fund balance	\$ 7,269,745	\$ -	\$ 7,269,745
Prior year encumbrance	(668,689)	-	(668,689)
Increase (Decrease) to fund balance	(1,049,186)	(135,135)	(1,184,321)
Transfer from other funds	1,006,830	3,904	1,010,734
12/31/18 assigned fund balance	<u>\$ 6,558,700</u>	<u>\$ (131,231)</u>	<u>\$ 6,427,469</u>



**SECTION 2.** 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, 2018 and ending December 31, 2018.

**SECTION 3.** The effective date of this ordinance shall be the \_\_\_\_ day of July 2018.

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

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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

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

**FISCAL NOTE**  
ORDINANCE NO. 6078  
AMENDING THE 2018 OPERATING AND CAPITAL FUND  
BUDGETS FOR THE SECOND TIME

**General Fund**  
**\$615,177 Increase in Revenue**  
**\$509,596 Increase in Expenditures**

**Revenue– \$615,177 Increase**

1. Property Tax Revenue
  - \$90,111 increase from property valuations used to set the Mill Levy
2. Charges For Services
  - \$109,596 increase in FECC services for the University of Alaska
3. Intergovernmental Revenues
  - \$419,374 increase in the Community Assistance Program (Revenue Sharing)
4. Other Financing Sources
  - (\$3,904) transfer to Capital Fund for ambulance mileage revenue

**Expenditures– \$509,596 Increase**

1. Mayor & Council
2. City Attorney's Office
3. City Clerk's Office
4. Finance Department
5. Information Technology
  - \$103,596 increase for the University of Alaska FECC contract expenses
6. General Account
  - \$15,000 increase to Abatements to recover funds transferred to OSHA Compliance
  - \$25,000 increase in fuel (\$19,000 heating oil \$6,000 natural gas)
7. Police Department
8. Dispatch

9. Fire Department

- \$7,000 increase to scan documents in the Fire Marshall's office
- \$6,800 increase for security system control of users

10. Public Works

- \$200,000 increase for street striping (\$150,000 to State DOT and \$50,000 for outside contractor)
- \$144,200 increase for equipment fuel (\$40,200 for unleaded and \$104,000 for diesel)

11. Engineering

- \$8,000 increase for the installation of two pedestrian counters

12. Building Department

**Capital Fund**  
**\$3,904 Increase in Revenue**  
**\$135,135 Increase in Expenditures**

**REVENUE - \$3,904 Increase**

1. Other Financing Sources
  - \$3,904 transfer to increasing ambulance mileage revenue

**EXPENDITURES - \$135,135 Increase**

1. Public Works
2. Engineering Department
3. Police Department
  - \$40,135 increase to purchase a new interview recording system
4. Fire Department
5. IT Department
6. Road Maintenance
7. Property Repair & Replacement
  - \$95,000 additional funds for the Packer Barn ventilation project

**ORDINANCE NO. 6079**

**AN ORDINANCE RATIFYING A LABOR AGREEMENT  
BETWEEN THE CITY OF FAIRBANKS AND THE  
FAIRBANKS FIREFIGHTERS UNION, IAFF LOCAL 1324**

**WHEREAS**, the City of Fairbanks and the Fairbanks Firefighters Union have been operating under the terms of the 2017-2019 Collective Bargaining Agreement; and

**WHEREAS**, a decision by the City Council in December 2017 to non-fund the monetary terms of the second and third years of the contract caused the City and the Union to reenter labor negotiations; and

**WHEREAS**, the City Administration and the Fairbanks Firefighters Union have reached tentative agreement on terms for a replacement contract.

**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 the \_\_\_\_ Day of July 2018.

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

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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

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

**City of Fairbanks  
Fiscal Note  
Ordinance 6079**

**Ratifying a Labor Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union**

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
<b>1.5% Health &amp; Wages</b>	\$ 76,816.50	\$ 76,816.50 \$ 77,968.74	\$ 76,816.50 \$ 77,968.74 \$ 79,138.28	230,449.49 155,937.49 79,138.28
<b>ERL-Estimated Backfill OT &amp; increased AL cashout</b>	34,652.67	35,172.46	35,700.05	105,525.19
<b>Acting CO (3 drivers per year)</b>	13,596.57	13,800.52	14,007.53	41,404.63
Less Three Captains	(440,635.90)	(440,635.90)	(440,635.90)	(1,321,907.70)
Add Three Firefighters II	370,340.62	375,895.73	381,534.17	1,127,770.52
Less City Union Match	(9,558.44)	(9,701.81)	(9,847.34)	(29,107.59)
<b>City General Fund to Pay for the annual costs</b>	<u><b>45,212.03</b></u>	<u><b>129,316.25</b></u>	<u><b>214,682.03</b></u>	<u><b>389,210.31</b></u>

**Ambulance will not cause additional staffing to be hired. Average staffing is currently 10.8 bodies, the cost assumption below calculates the cost of one Driver/Paramedic working at OT. The second position will be from regularly available staff.**  
Increase minimum staffing to 11-cost is OT only

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Total</u>
Bryan-Driver with a Paramedic ProPay	30.97	31.43	31.90	
OT multiplier	1.5	1.5	1.5	
OT Rate	46.45	47.15	47.86	
# hours	2,190	4,380	4,380	
Total	101,729.06	206,510.00	209,607.65	
PERS	22,889.04	46,464.75	47,161.72	
Medicare	1,475.07	2,994.39	3,039.31	
	<u>126,093.17</u>	<u>255,969.14</u>	<u>259,808.68</u>	641,871.00
M2 Propay-Medic	2.74	2.78	2.78	
# hours	2,190	4,380	4,380	
	6,001.23	12,181.22	12,181.22	
OT	1.5	1.5	1.5	
Total	9,001.84	18,271.83	18,271.83	
PERS	2,025.41	4,111.16	4,111.16	
Medicare	130.53	264.94	264.94	
	<u>11,157.78</u>	<u>22,647.93</u>	<u>22,647.93</u>	56,453.64
Total	<u><b>137,250.96</b></u>	<u><b>278,617.07</b></u>	<u><b>282,456.61</b></u>	<u><b>698,324.64</b></u>
Estimated GEMT recovery- <b>CONSERVATIVE</b>	-	(200,000.00)	(200,000.00)	-
Prior 6 month reach back	-	(100,000.00)	-	-
<b>Potential recovery 1/2 \$345,000+indirect</b>	<u>-</u>	<u><b>(300,000.00)</b></u>	<u><b>(200,000.00)</b></u>	(500,000.00)
Net Cost	<u><b>137,250.96</b></u>	<u><b>(21,382.93)</b></u>	<u><b>82,456.61</b></u>	<u><b>198,324.64</b></u>

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF FAIRBANKS**

**AND**

**FAIRBANKS FIREFIGHTERS UNION  
IAFF LOCAL 1324**

**2018 – 2021**

Collective Bargaining Agreement  
City of Fairbanks - FFU  
Page 1 of 83

## Table Of Contents

ARTICLE 1:	<u>GENERAL</u>	6
1.1	Effective Date	6
1.2	Renewal Agreement	6
1.3	Binding Conditions	6
1.4	Negotiations	6
1.5	Impasse at Collective Bargaining	7
1.6	Retroactivity	7
1.7	Work Stoppage, Slowdown or Strike	7
1.8	Heirs and Successors	7
1.9	Amendments	7
1.10	Authority to Bind Parties	8
1.11	Disqualification from Employment	8
ARTICLE 2:	<u>COVERAGE</u>	8
2.1	Recognition	8
2.2	Classification Vacancies	8
2.3	Gender Reference	8
ARTICLE 3:	<u>RELATIONS</u>	8
3.1	Employer – Union Relations	8
3.2	Past Practice	9
3.3	Non-Discrimination	9
3.4	Union Officials	9
3.5	Union Access and Business Conduct	9
3.6	Judicial Decisions	10
3.7	Scope of Agreement	10
3.8	Language Conflict	10
3.9	Communication	10
3.10	Nepotism	10
3.11	Labor Management Process	10
ARTICLE 4:	<u>GRIEVANCE PROCEDURE</u>	11
4.1	Grievance Policy	11
4.2	Grievance Definition	11
4.3	Grievability/Arbitrability	11
4.4	Grievance Delivery	11
4.5	First Step	12
4.6	Second Step	12
4.7	Third Step	12
4.8	Arbitration	13
4.9	Arbitrator Selection	13
4.10	Grievance Consolidation	14
4.11	Grievance Expenses	14
4.12	Grievance Witnesses	14



4.13	Grievance Settlement	14
4.14	Status Quo	14
4.15	Grievance Time Limits	15
4.16	Expedited Grievance Advancement	15
4.17	Grievance Representation	15
4.18	Overtime Grievances	15
ARTICLE 5:	<u>BENEFITS</u>	16
5.1	Retirement System	16
5.2	Physical Examinations	16
5.3	Medical Examination Dispute Resolution	17
5.4	Reassignment	17
5.5	Supplemental Retirement Benefits (Deferred Compensation)	18
5.6	Health Insurance	18
ARTICLE 6:	<u>WORK RULES</u>	18
6.1	Work Schedules	19
6.2	Calendar Management	20
6.3	Daily Staffing Rules	21
6.4	Additional Staffing Rules	26
6.5	Breaks	27
6.6	Daylight Savings	28
6.7	Duties	28
6.8	Standby Time	29
6.9	Licenses	30
6.10	Shift Changes	31
6.11	Administrative Officer	33
6.12	Internship Program	34
ARTICLE 7:	<u>HOLIDAYS</u>	35
7.1	Holidays	35
7.2	Holiday Pay	36
7.3	Personal Day	36
ARTICLE 8:	<u>PERSONAL LEAVE USED AS SICK LEAVE</u>	36
8.1	Accrual of Hours	36
8.2	Use of Personal Leave as Sick Leave	36
8.3	Funeral Leave	37
8.4	Non-work Related Injury or Illness	37
8.5	Compensation For On the Job Injury	38
8.6	Occupational Injury Reemployment	38
8.7	Non-Occupational Injury Reemployment	39
8.8	Pregnancy Light Duty Assignment	39
8.9	Family/Medical Leave	39
ARTICLE 9:	<u>PERSONAL LEAVE</u>	39
9.1	Accrual Rates	40
9.2	Personal Leave Crediting	40

9.4	Personal Leave Valuation and Severance	41
9.5	Absences	41
9.6	Leave Without Pay	41
9.7	Credited Leave	42
9.8	Military Leave	42
9.9	Union Leave	43
9.10	Leave Donation	44
ARTICLE 10:	<u>PAY PERIODS</u>	44
10.1	Pay Days	44
10.2	Check Itemization	44
10.3	Pay Periods	45
10.4	Dues Deduction	45
10.5	Voluntary Deduction	45
ARTICLE 11:	<u>UNION MEMBERSHIP</u>	45
11.1	Membership Rights	45
11.2	Union Membership Requirements	45
11.3	Good Standing	46
ARTICLE 12:	<u>SENIORITY</u>	46
12.1	Department Seniority	46
12.2	Classification Seniority	46
12.3	Paramedic Seniority	46
ARTICLE 13:	<u>LAYOFF AND POSITION ELIMINATION</u>	46
13.1	Leave Pay Out	46
13.2	Layoff Notice	45
13.3	Layoff and Bumping	47
13.4	Termination of Seniority	50
13.5	Classification Elimination	50
ARTICLE 14:	<u>JURY DUTY AND COURT APPEARANCES</u>	50
14.1	Jury Duty Compensation	51
14.2	Court Appearance	51
ARTICLE 15:	<u>SAFETY</u>	51
15.1	Safe Work Conditions	51
15.2	Safety Equipment	51
15.3	Safety Meetings	51
15.4	Safety Committee	52
15.5	Equipment Safety	52
15.6	Protective Clothing	52
15.7	Station Uniform	53
15.8	Staffing Levels	54
15.9	Mandated Health Training	55
15.10	Drug Testing	55
ARTICLE 16:	<u>ECONOMIC</u>	55
16.1	Wages	55

16.2	Pro pay	55
16.3	Overtime Rates	57
16.4	Official Travel Outside City	58
<b>ARTICLE 17: <u>PERSONNEL RECORDS</u></b>		59
17.1	Record Keeping	59
17.2	Records Access	59
17.3	Records Confidentiality	59
17.4	Records Contents	59
17.5	Disciplinary Actions	60
17.6	Disciplinary Action Expiration	60
17.7	Union Access to Information	60
17.8	Indemnification	60
<b>ARTICLE 18: <u>ENVIRONMENT</u></b>		61
<b>ARTICLE 19: <u>PROMOTION AND PROBATIONARY PERIODS</u></b>		61
19.1	Promotional Process	61
19.2	Eligibility Requirements	62
19.3	Promotional Testing	64
19.4	Promotion List	66
19.5	Probation Status	66
19.6	New Hire Probationary Requirement	66
19.7	Promotional Probationary Period	66
19.8	Voluntary Demotion	67
<b>ARTICLE 20: <u>EMPLOYEE PROFESSIONAL STANDARDS OF BEHAVIOR AND PROVISIONS RELATING TO DISCIPLINE AND FORMAL INVESTIGATIONS</u></b>		67
20.1	Duties of all Fire Department Employees	67
20.2	Added Duty of Fire Officers	67
20.3	Just Cause for Discipline Penalty	67
20.4	Disciplinary Representation	68
20.5	Formal Disciplinary Investigations	68
20.6	Pre-disciplinary Meeting	68
20.7	General Guidelines	68
20.8	Outcome of Formal Investigation	68
<b>ARTICLE 21: <u>TRAINING AND PROFESSIONAL DEVELOPMENT</u></b>		72
21.1	Essential Training	72
21.2	Specific Training	73
21.3	Training Allowance	73
<b>ARTICLE 22: <u>DEFINITIONS</u></b>		74

## **ARTICLE 1:     GENERAL**

### **1.1     Effective Date**

This Agreement shall become effective July 1 2018, and shall remain in effect for three years.

### **1.2     Renewal Agreement**

Either party desiring to negotiate a renewal of this Agreement shall notify the other party, in writing, at a reasonable time before the contract expires. Upon receipt of such notice, negotiations shall begin within 30 days, unless otherwise agreed between the parties.

Within 60 days of the termination date of this agreement, upon mutual consent, the parties may elect to continue the current contract for a set period, with the same pay scale increase as the prior year.

In the event that the City votes in a manner that purports not to fully fund any term of this agreement during any year of this contract or any renewal year of this contract:

1. Articles that have been non-funded shall be deemed immediately reopened for negotiations
2. Any other article that both parties agree to may be opened for negotiations
3. The following provisions will no longer be in effect until funding is authorized or a new contract is signed.
  - a. 6.12 Internships will be suspended
  - b. 6.1.A Work Schedule – Consecutive shift limit will return to previous contract language
  - c. 16.2 H #2-5 – Pro-Pays – Acting CO will be suspended
4. The following provisions will be in effect from the previous CBA
  - a. 9.9H Union leave match
  - b. 15.8B Staffing levels – if an additional members are on duty, at least one Member will be assigned to the Aerial Device

### **1.3     Binding Conditions**

In the event that the termination date of this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed by the parties.

### **1.4     Negotiations**

A maximum of three Union negotiators shall be permitted to attend and participate in negotiations during their normal workday without loss of compensation and without interruption, except for emergency response. One negotiator for the Union, when attending on duty, shall not be included in minimum staffing and shall be relieved of duty during negotiation sessions.

### **1.5 Impasse at Collective Bargaining**

If an impasse or deadlock is reached in collective bargaining, both parties agree to participate in mediation and binding arbitration according to applicable State law.

### **1.6 Retroactivity**

Should any retroactive payments be negotiated as a part of this Agreement, such will be paid within 30 days of the signing of the Agreement. Any retroactive provision contained herein will affect only those Members covered by this Agreement and actually employed by the City on the precise date this Agreement is signed by the City and the Union.

### **1.7 Work Stoppage, Slowdown or Strike**

The Union agrees that Members do not have the right to engage in any work stoppage, slowdown, or strike, and if any such action occurs, it will immediately notify Members engaged in the unauthorized activities to cease and desist and will publicly declare that the work stoppage, slowdown, or strike is illegal and unauthorized. Any Member engaging in any organized strike/work stoppage shall be subject to immediate dismissal by the City, without right to use the grievance procedure of this Agreement.

### **1.8 Heirs and Successors**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any kind of change in ownership, management, or governing entity of either party hereto, or by any change, geographical or otherwise, in the location of business of either party hereto.

### **1.9 Amendments**

This Agreement may be amended by mutual agreement of the parties. The party desiring to amend the Agreement shall request a meeting with the other party, in writing. The parties shall meet and confer to determine if mutually agreeable amendment(s) to this Agreement can be made.

### **1.10 Authority to Bind Parties**

Tentative amendments to this Agreement produced by negotiations shall be presented to the Union membership for ratification. Upon ratification, the President is authorized to sign the amendment, thereby binding the Union to the terms and conditions of the amendment to the Agreement. The Mayor's signature on any amendment shall bind the City to the terms and conditions of the amendment to this Agreement provided, however, that any amendment to this Agreement shall not be effective unless and until approved by ordinance of the City Council.

### **1.11 Disqualification from Employment**

A person who formerly served as a member of the Fairbanks City Council shall be disqualified from City employment for a period of one year from the last date of membership on the Council.

## **ARTICLE 2: COVERAGE**

### **2.1 Recognition**

The City recognizes the Fairbanks Fire Fighters Union as the exclusive bargaining representative for all classifications listed in Article 16 of this Agreement for any geographical area for which the City provides emergency services. The parties agree that disputes as to the creation of or change to classifications covered by this Agreement are to be resolved in accordance with State law. The parties agree to negotiate appropriate pay scales for new or changed classifications within the bargaining unit.

### **2.2 Classification Vacancies**

The City agrees to fill vacancies in classifications contained in this Agreement and any new classifications created within the bargaining unit, except recruit positions, with Members, unless no Member qualifies.

### **2.3 Gender Reference**

Any reference in this contract to the masculine or the feminine gender shall be deemed to include the other unless the context clearly indicates non-inclusion.

## **ARTICLE 3: RELATIONS**

### **3.1 Employer – Union Relations**

The City has and will retain the right to represent and manage the City and the City's property and to direct its work force, including the right to hire, to promote and demote, to reclassify, and to discipline or discharge any personnel in its employ for good and just reason 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.

### **3.2 Past Practice**

The parties recognize that this agreement does not address every topic which is a mandatory or permissive topic of negotiation. Unwritten customs and practices have arisen between the parties that provide guidance for the future. If a uniform action or response to a reoccurring situation has explicitly been recognized by the parties as the proper action or response, it will provide guidance if a grievance should arise regarding the practice in the future.

### **3.3 Non-Discrimination**

There shall be no discrimination against any Member because of race, color, creed, sex, age, disability, genetic information, or national origin, or because of membership in, or lawful activity on behalf of, the Union.

### **3.4 Union Officials**

The City will recognize the Union shop stewards as authorized representatives of the Members or groups for whom they are selected. The Union shall promptly notify the City as to the appointment and change of any shop steward, officers, and any members of standing committees contained within this Agreement.

### **3.5 Union Access and Business Conduct**

The Union's Business representatives, including shop stewards, shall be granted access to the City's premises at all times during which any member covered by this Agreement is on duty but shall not interfere with operations. As long as there is no interference with operations, they shall be allowed to respond to inquiries concerning Union matters and to conduct Union business. While on duty, they shall be allowed to conduct Union business on or off premises, however, while on duty, conducting of Union business that will interfere with operations will require notification of the shift supervisor and approval of the Fire Chief. Union activities and meetings shall be permitted so long as they do not preclude completion of work details, assignments, training, and emergency responses.

### **3.6 Judicial Decisions**

- A.** Any provisions of this Agreement, or amendments thereto, judicially declared to be in violation of any applicable state or federal law shall be null and void, but all other provisions of this Agreement shall 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, continue negotiations until substitute clauses have been reached via negotiation or arbitration in accordance with State law.
- B.** During any period of time in which any or all provisions of this Agreement may come to be declared judicially invalid, the parties may mutually agree to interim use of applicable personnel code provisions.

### **3.7 Scope of Agreement**

This Agreement is intended to be the complete agreement between the parties. All previous written or oral agreements or letters of understanding, unless incorporated into this Agreement, are hereby deleted.

### **3.8 Language Conflict**

In the case of any conflict between the provisions of this Agreement and the provisions of the City Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement shall govern.

### **3.9 Communication**

Unless otherwise specified in this Agreement, the President and the Mayor shall be the agents for their respective parties for purposes of service, process, notice, demand, or payment.

### **3.10 Nepotism**

Persons related by blood, marriage, or intimate relationship may not be assigned to the same shift or work together in the same division (e.g., Fire Prevention Division) if one such person would be supervised by the other. Supervised includes a direct working relationship in which one employee approves, directs, or reviews the work of another employee.

### **3.11 Labor/Management process**



The parties agree to participate in the Labor/Management process as currently established. The Labor/Management process is an on-going tool for addressing and solving issues and problems concerning the union, the Department and the City. Issues are dealt with as they arise and do not require the formalities of reopening negotiations. Any agreements made that have an economic impact on the City must be approved by the City Council.

## **ARTICLE 4: GRIEVANCE PROCEDURE**

### **4.1 Grievance Policy**

It is the mutual desire of the City and the Union 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 shall be made by both the City and the Union to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive method of resolving grievances arising under this Agreement, not including Unfair Labor Practices or other disputes covered under the Alaska Public Employment Relations Act.

### **4.2 Grievance Definition**

A grievance is defined as any good faith and material dispute between the Union, on behalf of itself or a Member(s), and the City involving the interpretation, application, or alleged violation of any provision of this Agreement, the Rules and Regulations or the Standard Operating Procedures of the Fairbanks Fire Department, including involuntary termination and disciplinary action. However, any dispute involving the commencement date or termination date of this contract shall not be considered a grievance and shall not be submitted to the grievance procedure set forth herein. Any questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. The City and the Union may mutually agree to use the grievance procedure for other matters.

### **4.3 Grievability/Arbitrability**

Any dispute, except a dispute involving the commencement date or termination date of this contract, as to whether a complaint is subject to the grievance/arbitration provisions of this Agreement, shall be referred to the Alaska Labor Relations Agency.

### **4.4 Grievance Delivery**

"Delivered" or "presented" shall mean either:

1. Made available for pickup at the Fire Chief's office and recipient is notified by telephone or electronic means;
2. Hand delivered to the office of the person to whom delivery is required or hand delivery to that person;
3. Mailed, postmarked, and delivered by the U.S. Mail to the required recipient. Mailing is complete upon postmarking, but if mail is used as the only means of delivery, three days are added to any applicable time for action by the recipient; or
4. Electronically sent to the recipient as long as a "delivery confirmation" feature is used.

#### **4.5 First Step**

- A.** When the Union has a grievance, the Shop Steward or Union officer, accompanied by the affected Member(s), shall verbally discuss the matter with the Fire Chief, or the Fire Chief's designee, and attempt to resolve the problem. The grievance must be brought to the attention of the Fire Chief within 30 days after its occurrence or within 30 days of the Member(s) having actual or constructive knowledge of the facts upon which the grievance is based. Constructive knowledge is deemed to have occurred when a Member(s) had the ability to ascertain the facts upon which the grievance exists through the exercise of reasonable diligence.
- B.** If the grievance cannot be resolved through verbal discussion, the grievance may be advanced to the Second Step.

#### **4.6 Second Step**

Grievances not settled at the First Step shall be presented in writing by the Union officer to the Fire Chief within five days of the completion of the First Step. The Fire Chief shall, within ten days, schedule a meeting with the grievant and the Union's representative to occur as soon as it can be mutually agreed. Within ten days following that meeting, the Chief shall issue a written finding to the Union.

#### **4.7 Third Step**

- A.** Grievances not settled at the Second Step shall be presented, in writing, by the Union to the Mayor within 10 days after receipt of the Fire Chief's answer. The Mayor shall have 15 days to meet with all involved parties, investigate and consider the grievance and deliver a written response to the Union. If the Mayor rejects the Union's grievance remedy, the reason(s) shall be stated in the response.
- B.** A grievance by the City will be filed with the Union at the Third Step. If the Union rejects the City's grievance remedy, the reason(s) shall be stated in the response.

#### **4.8 Arbitration**

- A.** If efforts to resolve the dispute at the Third Step are not satisfactory, then the Union may notify the Mayor, in writing, within 14 days after the written response of the Mayor, that the grievance is to be submitted to binding arbitration. Such notice shall include copies of all relevant documents and reference to the section of the Agreement, the rules and regulations, or the standing operating procedure(s) of the Fire Department that allegedly has been violated.
- B.** The Union will decide which grievances to arbitrate. Members may not advance grievances to arbitration except as outlined in Section 4.17.

#### **4.9 Arbitrator Selection**

- A.** When a grievance is submitted to binding arbitration, the Union and the Mayor, or the Mayor's designee, shall meet at a date and time mutually agreeable, within 14 days from the time the Union has notified the City of the Union's desire to arbitrate, to select an arbitrator. Upon the failure of the two parties to agree upon an arbitrator, both parties agree to request from the Federal Mediation and Conciliation Service a list of seven names of persons, with prior service as a neutral arbitrator involving the interpretation of Fire Department working agreements, who are available for service within three months of request.
- B.** Within five days of receipt of the list, the City and Union representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot. Unless mutually agreed otherwise, arbitration shall commence at the convenience of the parties and the arbitrator within three months of the date of the selection of the arbitrator, if possible.
- C.** The arbitrator will be retained to make a written report of their findings to the Union and the Mayor after the hearing is concluded. The arbitrator will be governed by voluntary labor arbitration rules of the American Arbitration Association, as are in effect at the time of the arbitration. Except in the case where the arbitrator's decision exceeds their authority under State law, or the decision exceeds the scope of interpretation of a term and condition of employment, the decision of the arbitrator shall be final and binding on both parties to the dispute. The final decision of the arbitrator shall be implemented as soon as possible, but no later than 30 days after the final decision is rendered.
- D.** The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to amend the Agreement, or the rules and regulations, or the standard operating procedures of the Fire Department.

#### **4.10 Grievance Consolidation**

Except for multiple grievances on the same subject, or if mutually agreed, each grievance or dispute will be submitted to a separately convened arbitration.

#### **4.11 Grievance Expenses**

Each party shall bear the expense of their respective witnesses (other than a City employee, subject to Section 4.12) and arbitration presentation. The arbitrator's fees and expenses shall be paid by the non-prevailing party, as determined by the arbitrator. In the event of a compromise award, as so stated by the arbitrator, the arbitrator's fees and expenses shall be apportioned, as equitable, in the arbitrator's judgment. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services.

#### **4.12 Grievance Witnesses**

Any City employee called as a witness by either side will continue to receive their regular rate of pay while on duty. Should such meetings be scheduled outside of regular working hours, no compensation shall be paid.

#### **4.13 Grievance Settlement**

- A.** Any grievance settlement, including City default, must be approved by the Union, as represented by the Union signature, before it becomes effective. If not acted upon by the Union within 10 days, the settlement shall stand. If the offer is approved, it may not be the subject matter of a new grievance, except to the extent that the new policy or rule is being violated.
- B.** If a settlement affects Department operations, it shall be noted in the S.O.P.s and/or Rules and Regulations.

#### **4.14 Status Quo**

- A.** 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 shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered.
- B.** If it is the finding of the arbitrator that the conditions and provisions should not have been changed, the arbitrator shall award the prevailing party its actual costs incurred, including reasonable attorney fees, in pursuing the grievance, including

those outlined in Section 4.11. Disputes relating to costs and fees will be referred to the arbitrator by written briefs.

- C. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined that an employee has been discharged without just cause, the arbitrator shall order the City to return the employee to their position without loss of seniority, normal leave accruals, medical coverage for out of pocket costs actually incurred in accord with the coverage of the Health Plan in effect when the expense was incurred, and compensation for the period off work at the employee's normal rate of pay less mitigation sums available to or received by the employee during the period off City work.

#### **4.15 Grievance Time Limits**

If any party fails to answer a grievance within the time required at any step of the grievance procedure, or 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 that defaulted. However, any of the time limits in the grievance/arbitration procedure may be extended by mutual agreement. Notice and a five-day opportunity to respond will be given before default is called against either party. Any grievance settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

#### **4.16 Expedited Grievance Advancement**

The parties may, by mutual agreement, waive any step or steps of the grievance procedure to advance the grievance in an effort to expedite resolution.

#### **4.17 Grievance Representation**

- A. If the Union declines to represent a Member at any stage of the grievance procedure and the grievance concerns discipline or termination, the Member may proceed independently through the grievance and arbitration procedures but shall be held to the grievance and arbitration requirements and deadlines. A Member may choose to not independently pursue the grievance. Such choice shall constitute a failure to exhaust administrative procedures; however, the Member may have other legal remedies not contained within the benefits of this Agreement.
- B. When a grievant is not represented by the Union, all communications to and from the grievant will be through the Union. Should the Union so desire, it may intervene in the grievance procedure at any point to represent its interests.

#### **4.18 Overtime Grievances**

If the basis of a grievance is that the City failed to offer a Member an opportunity to work overtime, and the Member(s) was eligible and available at the time they should have been called, the parties agree to the following:

1. Within 90 days of resolution, the grievant(s) may elect to work overtime at a time mutually agreeable between the Member and the Fire Chief.
2. The Member will have those hours added to their yearly total manning overtime hours.
3. Overtime worked either prior to resolution of the grievance or FLSA overtime worked subsequent to the resolution shall not be counted toward settlement of the grievance.
4. The Member will work a block of time equal to the missed block of time, performing normal job duties which may be modified by mutual agreement of the grievant(s) and the Fire Chief.
5. The Member working missed overtime may be included towards minimum staffing.
6. The provisions of this section do not apply when the denial of overtime was intentional.

## **ARTICLE 5: BENEFITS**

### **5.1 Retirement System**

- A. The City and all Members will participate in the Public Employees' Retirement System of Alaska administered by the Public Employees Retirement Board of the State of Alaska, established by statute.
- B. Members eligible to do so shall be allowed to participate in any enacted State Retirement Incentive Programs for the Public Employees' Retirement System without any additional City imposed restrictions. The City agrees to pay its own share of the cost of the Retirement Incentive Program.

### **5.2 Physical Examinations**

- A. The parties recognize that the demands of fire suppression work and State or federal regulation require that a periodic physical be conducted by competent physicians and medical professionals. All Members shall receive an annual physical at the City expense by a physician of the City's choosing. No other physical will be paid for by the City or its health care provider unless deemed necessary by the Members' physician. The City shall schedule the physical to be conducted when the Member is on duty or, at the direction of the City, the Member shall schedule the physical on the Member's non-scheduled (non-work) day, in which case the Member shall be compensated two hours total time at the

appropriate overtime rate. The physical shall include all tests and examinations required by law or specified by IAFF/IAFC joint wellness program and any other tests as required by the City's examining physician. Subsequent treatment for non-work-related conditions shall be subject to the terms of the benefits plan covering Members.

- B.** The annual physical is a condition of continued employment.
- C.** No later than two weeks prior to separation of a Member, the Member will have completed an exit physical, unless that Member had their annual physical within six months of separation. The Member shall not be allowed final separation from the City pending completion of any required physical.
- D.** The City shall ensure that the results of all medical evaluations and physical performance tests shall remain confidential. The City shall be informed by the physician only as to whether each Member is fit for service.

### **5.3 Medical Examination Dispute Resolution**

- A.** If the Fire Chief questions the physical or mental ability of a Member to perform their normal work assignment, an examination(s) may be ordered by the City. If such examination(s) demonstrates in the opinion of the examining physician that the Member is physically incapable of performing their normal work assignment or in the opinion of the examining psychologist that the member is mentally incapable of performing their normal work assignment, the Member shall be allowed to seek a second opinion from a local licensed physician or psychologist of their choice or one specializing in the area of medicine or treatment identified as the problem by the first physician/psychologist. If no such specialist is available locally, then Anchorage shall be used, followed by Seattle.
- B.** If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician/psychologist mutually agreeable to the City and the Member. The results of the third examination shall be final and binding. The City shall pay for all examinations and connected expenses involved in this section.

### **5.4 Reassignment**

If a Member's physical or mental condition permanently or indefinitely prevents them from performing their normal work assignments, the City agrees to make a reasonable effort to place the Member in a classification they can perform within City employment. If there is not an existing and funded vacant position in a classification in which the Member can competently and adequately perform the duties of the classification, the Member shall be laid off or terminated by reason of disability subject to Article 8.

## 5.5 Supplemental Retirement Benefits (Deferred Compensation)

Members may participate in the City's 457(b) deferred compensation program. The Union may suggest to the City deferred compensation plans and agents.

## 5.6 Health Insurance

- A. The City shall provide the Members of the Fairbanks Fire Fighters Union, Local 1324 and their dependents with a group insurance program for life, health, dental, audio and visual care insurance. The City will not unilaterally withdraw from the Northwest Fire Fighters Trust (NWFFT) plan.
- B. For each Member, the City will pay 80% of the cost of the medical insurance premium for the NWFFT 1500 Plan, with the Member paying any portion of their premium not covered by the City. [NOTE: At the time of signing, all but two Members were enrolled in the 1500 Plan. It is the intent of this provision that the City pays the same amount to all Members, that is, 80% of the cost of the NWFFT 1500 Plan, even if the Member is enrolled in a different plan.]
- C. The City will offer an employee-funded IRS Section 125 plan.
- D. If the Union is removed from the NWFFT health care plan for reasons attributable to the City, the City shall provide members with a substantially comparable health care plan, and member co-pay amounts for premiums shall not be greater than \$300.00 per month per employee.
- E. Cost of mandated job related physical examinations, tests, and immunizations shall not be included in health care costs for purposes of establishing plan costs or billed to employee health care plans.
- F. Should the City and Union choose to participate in an acceptable alternative health care plan, the parties agree to pursue the implementation of said plan if mutually agreeable.
- G. All Union members will participate in the Medical Expense Reimbursement Plan, administered thru DiMartino Associates. The City will pay \$100 a month per employee towards the plan's monthly premium.

## ARTICLE 6: WORK RULES



## 6.1 Work Schedules

### A. Suppression Schedule

1. The regular work schedule for the suppression Members covered by this Agreement shall be a 3 platoon (48/96) tour system; 48 hours on, with 96 hours off duty, will be a tour. The regular work schedule for the Battalion Chief supervising a shift shall be 48.5 hours on, with 95.5 hours off duty between tours. If more than one Battalion Chief is assigned to a shift, additional Battalion Chief(s) shall only be paid for a maximum 48 hours per shift. The City will maintain records of all hours worked by Members within 24-day work cycles, except for standby time, which is governed by Section 6.8. All regularly scheduled hours worked by Members in excess of 182 hours per 24-day work cycle shall be paid at the "FLSA rate." This schedule is referred to elsewhere in this Agreement as the "Suppression Schedule."
2. One year after signing this agreement the Union and the City will meet and confer about the effectiveness of the 48/96 tour system. Either party may elect to return to the 24/48 suppression schedule.

Consecutive Shift Limit: No employee may work combination of shifts, including straight time, stand by time and overtime which results in the employee working more than 96 hours in a 120-hour window without the approval of the Fire Chief, which approval will not be granted in the absence of extraordinary circumstances. In a 120-hour block of time, the member must have 24 hours off. No member will work more than three 96 consecutive hour shifts in one month.

### B. 40-Hour Schedule The work week for 40-hour Members shall consist of either:

1. Five consecutive days of eight hours per day for a total of 40 hours per week; or
2. A flexible schedule, as mutually agreed upon by the Member and the Fire Chief, consisting of 40 hours per week.

### C. General Schedule Rules

1. Training
  - a. For training purposes, a Member's hours of work or assigned duties may be temporarily altered by the Fire Chief, so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.

- b. On duty suppression Members may be required to attend scheduled training exercises/classes or public fire education programs between 1800 and 2100 hours on weekdays or during the day on weekends.
2. A Member's hours of work or assigned duties may be altered for other reasons when it is agreeable between the Member, the Union, and the Fire Chief, so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.
3. If more than one Battalion Chief is assigned to a shift, the assignment of the supervision Battalion Chief shall be at the discretion of the Fire Chief.

## **6.2 Calendar Management**

- A.** Each 48 hours of a tour will be divided into two 24-hour shifts.
- B.** Two Members per shift will be permitted to take scheduled leave at any one time (not including administrative, worker's compensation, or military).
- C.** An additional leave slot shall be available if the shift is above the minimum staffing level after the other two leave slots have been filled. The additional leave slot will be approved when the roster is set for that shift or with the approval of the Fire Chief.
- D.** If a platoon reaches a roster level of 15 or more, three Members will be permitted to take scheduled leave at any one time (not including administrative, workers compensation, or military leave).
- E.** A minimum of four hours of personal leave must be taken if such leave will require overtime for minimum staffing purposes. Suppression Members may request minimum one-half hour increments thereafter. Partial shift leave not causing overtime callback must be one-hour minimum. 40-hour Members may take annual leave in minimum one-half hour blocks.
- F.** A leave request, once approved by the Fire Chief, takes precedence over other forms of unanticipated Member absences.
- G.** Members requesting leave for an entire shift (24 hours) takes precedence over a Member requesting leave for a portion of the shift (less than 24 hours), whether or not the latter Member's request was already approved. This applies to any leave requests submitted more than 96 hours prior to the start of the tour. During the 96-hour period immediately prior to the start of the tour, a Member having

approved leave for a portion of the shift will not be subordinated to another Member who, during this 96-hour period, requests leave for the entire shift.

- H. Regardless of its nature, leave requests for a specific date are reviewed in the chronological order they are received. Leave requests may not be made more than 365 days in advance of the date being sought.
- I. Scheduled leave shall mean personal or sick leave scheduled more than 24 hours in advance. This does not include administrative leave or unanticipated sick leave, but shall include long term sick leave that has been medically substantiated by a physician.
- J. Once calendared, a full shift of leave (24 hours) must be taken, unless it is canceled at least 96 hours in advance of the scheduled day of the leave.
- K. Scheduled leave may not be partially canceled once the leave has started.

### **6.3 Daily Staffing Rules**

**A. Completion of Daily Roster.** The Battalion Chief is responsible for setting the daily roster in accordance with this CBA and any directives from the Fire Chief.

- 1. Before 8 a.m. of each shift
  - a. At or above minimum staffing:
    - i. Complete roster with available personnel;
    - ii. Utilize voluntary actors to fill vacancies;
    - iii. Assign actors to fill vacancies;
    - iv. Hire remaining needed classifications in the following order:
      - 1. Battalion Chief
      - 2. Captain
      - 3. Driver
      - 4. Firefighter - The classification of firefighter for this section shall mean all Members presently in that classification.
  - b. Below minimum staffing:
    - i. Complete roster with available personnel;

- ii. Hire remaining needed classifications to reach minimum staffing (reference 6.3.A.1.a.iv and 6.3.C.2);
  - iii. Once minimum staffing is achieved, continue completing the roster in accordance with section 6.3.A.1.a.
2. Roster changes after the roster is set

Scheduled or partial leave slots starting after 0800, or unanticipated leave slots starting after 0800, shall not negate the use of actors already used. Actors shall remain in positions assigned at the start of shift, or during the shift, regardless of additional leave. Classifications required due to any new vacancy shall be hired.

## **B. Overtime Assignment Procedures – Documentation**

1. Daily Records. The Battalion Chief will keep current records of manning overtime assignment dates showing the following:
  - a. Contacted Y/N.
  - b. Time of contact or attempt.
  - c. Refusal or acceptance.
2. Total Hour Records:
  - a. Total Manning overtime hours will be tracked electronically.
  - b. On January 1 of each year total hours will be reset to 0 hours.
  - c. On January 1, Members will be ranked by seniority in classification.
  - d. If there is a tie in overtime hours, the opportunity will be given to the senior member. In the event of a technological failure (computers down) overtime will be made by classification seniority.
3. Probationary fire fighters shall not be eligible for manning overtime opportunities until they have completed their new hire probationary period.
4. The qualified Member with the lowest number of hours on the manning overtime list will be the first offered or contacted. When more than one vacancy is available in a single classification, choice of vacancy will be offered to the qualified Member of the classification with the lowest number of manning overtime hours and so on, until all the vacancies are filled.
5. If the Member is off duty, that Member shall be required to report for duty within one hour of the time contacted. If the Member does not report within the one-hour window, the Member shall forfeit the opportunity and will have those hours added to their yearly total of manning overtime hours.

6. Notification for overtime will be made by the Battalion Chief and not considered accepted unless the contacted Member has personally responded.
7. The Battalion Chief shall let the telephone ring 4 times or till answering machine picks up., at the Member's single designated phone number, before moving on to the next Member on the manning overtime list.
8. Answering systems may be used. When the message has been left, the Battalion Chief shall move on down the contact list attempting to reach other Members. If a Member using an answering system calls in before the overtime position has been filled, that Member shall be given the opportunity to fill the position, otherwise the call to him shall be logged as no contact.
9. If the Battalion Chief is on a phone contact with the next Member on the contact list when the Member contacted by answering system calls in, the Battalion Chief shall complete that call either logging as no contact or offering the opportunity, if contact is made prior to offering the opportunity to the Member contacted by answering system.
10. Notification for overtime needed at normal shift change will be made during the 30-minute period immediately preceding shift change. If it is known that overtime will be required at some time during the oncoming shift, but after shift change, the Battalion Chief shall attempt to fill assignments for those time periods during the 30-minute period prior to shift change.
11. When an unanticipated overtime opportunity becomes available after shift change and the Battalion Chief already has scheduled an off-duty Member for an overtime opportunity during the 30-minute morning period, the Battalion Chief shall attempt to contact the scheduled Member first and offer him the choice of the scheduled overtime or the unanticipated overtime.
12. A Member scheduled for the overtime must confirm the overtime during a one-hour window, prior to the reporting time, by contacting the Battalion Chief. If the Battalion Chief's phone is not being answered, the Member shall contact the Dispatcher, who will relay the request for confirmation to the Battalion Chief.
13. If the overtime is not required and a Member reports for duty without confirmation contact being made, the City shall not be liable for any claim to overtime by that Member.
14. If an on-duty Member must be held over until an off-duty Member reports for overtime assignment, the Battalion Chief may ask for volunteers among qualified Members for the assignment. If more than one qualified employee volunteers, the Member with the most Department seniority will have first choice. The Member held over shall be paid the appropriate overtime rate for the period of holdover time and will not have those hours added to their yearly total of manning overtime hours.

### **C. Filling of Overtime Vacancies**

1. Classification vacancies. When shift staffing requires a vacancy to be filled because of a lack of qualified on-duty Members, the vacancy will be filled in the highest classification needed, as follows:
  - a. Offered to Members in order of lowest number of manning overtime hours of the needed classification.
  - b. Offered to Members in order of lowest number of manning overtime hours who are qualified and have previously held the classification.
  - c. Offered to Members in order of lowest number of manning overtime hours who are qualified to act in the classification.
  - d. Mandatory overtime on-duty individual with least seniority in needed classification.
  
2. Mandatory Overtime of Members.
  - a. Members can be on mandatory overtime for no more than 24 consecutive hours.
  - b. Mandatory overtime will be assigned to the Member in classification on the off-going shift who has the least classification seniority.
  - c. When no Member of the required classification is available for assignment, then Members qualified and who have previously held the position to fill the vacancy may be assigned in inverse order of Department seniority.
  - d. Mandatory overtime for Paramedics may be assigned in inverse order of qualification seniority based on the date of being qualified to work as a Paramedic as indicated in Section 6.9.C.3.
  - e. At the Members request, the Battalion Chief shall attempt to find relief for the forced member at least twice per 24-hour period.
  - f. In order to prevent Members from being forced, Battalion Chiefs will:
    - i. Hire the next highest needed classification to obtain minimum staffing and then use on shift actors to fill the needed position.
    - ii. Offer overtime position to any available Recruit Firefighter.

**D. Serving Out of Classification**

1. Involuntarily Working Down Classification
  - a. The City agrees to use Members within their respective classification.
  - b. If there are more Members of a classification than there are normal job assignments for that classification, the extra Member(s) may be, on a temporary basis, involuntarily assigned to a lower classification, and the Member shall be paid at the higher classification rate.

- c. When a Member is being involuntarily assigned to work out of classification, the Member, if qualified, shall be offered his choice of assignments prior to utilizing Acting Time.
- d. Members who have previously held a classification, and remain qualified, are not considered actors and not subject to the restrictions listed in this section. Example: Battalion Chiefs shall not count as actors when utilized as a Captain and Captains who remain driver qualified do not count as actors.
- e. A Captain or Battalion Chief, who formerly held the classification of Driver, will not be assigned the duties of Driver unless he has completed a Department apparatus proficiency certification within the previous Two-year, and must have 12 hours of drivers training each of the previous years (NFPA 1401)
- f. Members involuntarily working down a classification will not displace a member normally in that classification. Only exception will be for paramedics being assigned to the front-line ambulance.
- g. The City shall maintain a list of each qualification and the Members who are eligible to work in that classification.

## 2. Acting Time

- a. The City shall maintain a list of Members qualified to be actors. The list shall be based on the promotional list.
- b. Filling of vacancies will be by offering to the qualified Member on that shift, who is available and is the highest ranking on the promotional list for the classification being filled.

## 3. Acting Time Restrictions

- a. On any one engine or aerial device, the Driver's and the Officer's positions will not be filled simultaneously by acting Members.
- b. When the Battalion Chief's position is being filled by an acting Member, the Captain's position on the front-line engine at headquarters will not be filled concurrently by an acting Member.
- c. For normal shift assignments, there will be no acting time on a front line fire engine or truck if only one person is assigned to it.
- d. This Agreement is not intended to prohibit variances from the requirements in emergency situations where the policies cannot be expeditiously implemented.

## 4. Assignment to an Acting Position

- a. Members may only be assigned to act if there are no qualified personnel that will voluntarily act out of classification in accordance with Section 6.3.D.1, 2, 3.

- b. All restrictions that apply to voluntarily acting out of classification from Section 6.3.D.3 apply to when a member is assigned to act.
- c. Assigned acting is only permitted at or above minimum staffing levels.
- d. No member may be assigned to act out of classification until they have at least six months of eligibility on the promotional list, either a previous list or the current list for the same classification.
- e. If an individual accumulates 720 hours of assigned acting time in one classification in one year, the individual highest on the applicable promotional list shall be promoted.
- f. If a member is to be assigned to work out of classification, it shall be the member that holds the highest position on the applicable promotional list between the qualified members available.
- g. The City agrees to develop a training program for Captains and Battalion Chiefs.
- h. Employees on a promotional list for a position is qualified to be assigned acting if, after the date of signing of this agreement, the employee volunteers to act for 72 hours or is mentored for 48 hours.
- i. Any qualified Member who voluntarily accepts an assignment to a position or classification which has a pay rate above that which the Member normally holds, shall be paid at the start step of the higher classification for those hours worked, when holding the position or classification for one hour or longer.

## **6.4 Additional Staffing Rules**

### **A. Emergency Lists**

- 1. Emergency callback will not be tracked by opportunity.
- 2. The emergency callback list shall be established in order of seniority in classification.
- 3. Callback for fires and other emergencies will be done by first utilizing any Members, of the appropriate classification, at any regularly staffed City fire stations when the emergency call is dispatched, then by going by order of seniority in classification.
- 4. Members shall report to their assigned station within 30 minutes from time of notification. Member(s) failing to report within this time period shall not be subject to the two-hour minimum contained in Section 16.3.A and shall be paid for actual time worked.
- 5. Release: Emergency callback release will start with the most senior qualified Member being given first opportunity to stay if he so desires and so forth on down the seniority list. The Duty Battalion Chief will have authority to modify this release procedure based on special commitments of the affected individuals, as long as it is mutually agreeable to all parties



involved in the release process. The Duty Battalion Chief may modify this release process when special needs at the emergency warrant.

**B. Special Overtime:** Overtime assignments that are not used for manning shall be tracked using SOT Rules as laid out in 2.15

**C. Investigation**

1. A Fire Investigator is a Member who is recognized by the Department as having the qualifications and/or certifications to investigate and determine the cause and origin of fires or other hazardous situations.
2. When it is determined that a Fire Investigator is needed, a Fire Investigator from the Fire Prevention Division shall be called. If the Fire Prevention Division has more than a single Fire Investigator, call back shall be done by an opportunity-based rotation list.
3. The City may use Members in the Fire Prevention Division to work with the Fire Marshall to meet the requirements of item 1 above.
4. If a Fire Investigator in the Fire Prevention Division is unavailable, a Fire Investigator from the Suppression Division shall be used.
5. Deviation from these procedures may be allowed if circumstances on the scene require specialized skills beyond those of the available Fire Investigator.

**6.5 Breaks**

- A.** Lunch periods will be 60 minutes in duration and will begin at noon each day. Every effort will be made to ensure that scheduled activities do not interfere with the lunch break. It is understood that activities such as controlled burns will affect the ability to schedule a noon time lunch break and occasionally it will not be possible to meet the noon requirement, but this schedule will be adhered to if reasonably possible.
- B.** Suppression Members will be given an opportunity to break for dinner with the same understanding contained in subsection A.
- C.** All Members shall be allowed a 15-minute relief break midway between the start of shift and the lunch break and midway between the end of lunch break and the dinner break. The time at which the breaks are taken may be altered on an individual basis to fit operational requirements. When working away from a station, breaks may be taken in the work area, giving due consideration to the availability of restrooms and protection from inclement weather.
- D.** At emergency scenes when the temperature is -20° F or colder, the City shall make reasonable efforts to rotate personnel from the scene every two hours or to provide

a warm up area, which may be a vehicle. When prolonged operations make meal breaks impossible, the City shall arrange for hot food and beverages to be delivered to the scene for Members.

## **6.6 Daylight Savings**

When the normal duty shift duration varies due to daylight savings time, members will be paid at the regular rate of pay for the actual number of hours worked on those shifts affected.

## **6.7 Duties**

### **A. Duties and Manpower**

1. The duties of the Members of the Fire Department shall be the prevention and suppression of fire, the operation of the Fire Prevention Division, emergency medical services, rescue services, and the mitigation of hazardous materials incidents. Membership also includes Administrative support staff responsible for assisting in the day-to-day operation of the department.
2. The City agrees that it will not use members of other fire departments, agencies, or individuals, not otherwise referred to in this Agreement and from outside this bargaining unit, to perform any covered duties because of a lack of manpower or the unavailability of an employee.
3. Subsection A(2) above does not preclude the use of mutual aid pending callback of Union Members.
4. Structure fire mutual/auto aid responses within the City shall require an attempt to recall enough suppression members to replicate minimum staffing.
5. Mutual/auto aid responses outside the City shall require an attempt to callback Members sufficient to maintain minimum staffing.
6. Inability of the City to obtain the required minimum callback shall not prevent the use of mutual/auto aid.
7. Mutual and/or automatic aid units shall not be housed in City facilities, except as required during major emergencies.

### **B. Duties and Other Bargaining Units**

1. Members shall not be required to perform work normally performed by members of another union, except where danger to life and property exists as determined by the Incident Commander. Members shall participate in the cleaning and minor maintenance of Department vehicles, equipment, and the fire stations.

2. Mutual consent between the City, the Union, and the Member(s) is required if the City wishes to utilize the Member(s) to do work normally performed by members of another bargaining unit or another City department.
3. If a Member is directed to perform work which the Member believes to violate this provision, the Member will not waive any right to grieve said direction by complying with the direction.

**C. Law Enforcement Duties**

Members will not be required to perform any law enforcement duties or duties in connection with riot control or crowd dispersal.

**D. Fire Prevention Duties**

1. Members of the Fire Prevention Division, or other Members designated by the Fire Chief, may enforce the provisions of the Fire Code as adopted by the City, or other applicable Alaska Statutes and Regulations relating to fire investigation.
2. If the Fire Marshal position is filled, the Fire Marshal may perform fire prevention duties, so long as at least one Member is assigned to the Fire Prevention Division.

**6.8 Standby Time**

- A.** Standby time is to allow fire suppression personnel to substitute for one another on tours of duty (or parts thereof). This is done to allow Members to be absent from work and attend to personal matters. Trading of time is done voluntarily by Members for their own convenience and not at the direction of the City. The following rules will govern the use of standby time.
- B.** Standby time requests will be made to the shift supervisor's office and shall be approved prior to trading time. Standbys, once approved, may not be rescinded by the City. For good cause, the Fire Chief has the authority to suspend a Member's use of standby in cases of abuse.
- C.** Standbys may not be used by a member who is held over on overtime for staffing purposes.
- D.** Standbys will be approved when they are to be traded with another Member of equal classification or worked by a Member who has held the classification and retains the qualification.

- E. Standbys for a full shift between Members of different classifications will be approved upon setting of the roster for that shift at shift change the day of the standby; partial standbys will be approved the day of the standby, provided that such standbys do not create overtime. The Fire Chief also has discretion to approve such standbys ahead of the date taken.
- F. The City shall not be required to pay any additional wages to the Members. Resolution of standby pay back between the Members is subject to the mutual consent of the Members and is not the City's responsibility.
- G. A Member who holds a qualification may use that qualification while standing by for another Member in emergency situations, irrespective of whether the Member replaced holds that qualification.

## 6.9 Licenses

**A. Special Licenses.** If specialized licenses for operation of Fire Department vehicles are required, the City agrees to provide training to meet the standards and agrees to reimburse Members for the fees required to obtain and maintain the specialized licenses. Members shall be required to obtain and maintain the licenses in compliance with the standards.

**B. Revocation of Driver's License.** No Member may be deprived of pay or seniority based upon the revocation of his driver's license for a violation or violations of the law which result from the direct orders of his superior to specifically commit such a violation or violations.

### **C. Medical Certification and Licensing**

1. Training. The City will ensure that written records of all medical training are maintained. The records will include the date, subject matter, who attended, the name of the instructor(s), and any other information required by the State for certification, re-certification, or license renewal. The Member will be responsible for the completion and submission of all training records and forms necessary for certification, recertification, or license renewal by the State. The Member will promptly provide the Administration with any EMT certificate and/or paramedic license.
2. Emergency Medical Technician (EMT)
  - a. All suppression Members who are not City-sponsored Paramedics shall become State EMT certified within 12 months of hire and shall maintain State EMT certification as a condition of employment.

- b. A Member who involuntarily loses his City-sponsored Paramedic license shall have six months to become EMT certified.
- c. Any member who loses his State EMT certificate due to reasons beyond his control, (e.g. due to extended military service where no classes are available) will have six months to be reinstated as an EMT. The City will assist in scheduling needed classes.

3. Paramedics

- a. The City and the Union recognize the desirability of providing paramedic-level medical services to the residents of the City and for the benefit of its employees.
- b. "Paramedic" is defined as a person sponsored by the City's physician sponsor and licensed by the State Medical board to perform certain specified medical or rescue procedures. This qualification may be carried by Members of any classification within the Department.
- c. Any Member who has completed their initial firefighter skills check-off, who possesses a State Paramedic License, and who has completed at least six months' initial hire probation may work as a Paramedic.
- d. A Member with a Paramedic qualification may be assigned to work as a Paramedic, regardless of their classification.
- e. A Member who obtains their Paramedic License at City expense shall maintain such qualification for a period of not less than three years.
- f. As a condition of employment, any Member hired with a Paramedic license will obtain and maintain a State Paramedic license, successfully pass the Paramedic probation period, and serve as a Paramedic for four years.

**6.10 Shift Changes**

**A. Voluntary Platoon Change**

- 1. "Voluntary platoon change" is defined as Members of equal classification and qualification mutually agreeing to exchange platoon assignments.
- 2. Any platoon change will be subject to approval by the Fire Chief. Changes will be denied only for good and just reasons based on operational needs of the Department.
- 3. The Department will not be responsible for preserving leave or paying any overtime or callback time that may result from such trading of platoons.

**B. Department-Initiated Platoon Change**

1. "Department-initiated platoon change" is defined as Members being reassigned to another platoon at the initiation of the Fire Chief.
2. The classifications and/or qualifications, as well as the source/target platoon, will be determined by the Fire Chief and will be chosen so that it meets the operational needs of the Fire Department. Once the classification and/or qualification has been determined, the Fire Chief will ask for volunteers (in person or electronically) from the source platoon. In the event more than one individual volunteers, the highest classification seniority will be used to determine outcome. In the event no volunteers are found, the member with the least classification seniority, who has the needed classification/qualification, will be moved.
3. The Fire Chief has the right to make platoon transfers in the case of irreconcilable differences or based on progressive discipline problems, where the employee will have a work improvement plan and be transferred to another platoon to be given the opportunity to be successful.
4. The Fire Chief has the ability to make transfers temporary or permanent. At the time of the transfer request, it will be stated if it is temporary or permanent. If it is a temporary assignment, the approximate time will be given.
5. All platoon transfers, both temporary and permanent, will be for a minimum of 90 days, unless agreed upon by both the Member and the Fire Chief. The Fire Chief cannot initiate more than one transfer per classification per month without the consent of the Union.
6. In cases where a Member is assigned to begin work on a new platoon less than 96 hours from the last regular previously assigned shift, compensation will be at the overtime rate (x 1.5). Only for the next full shift (24 hours)
7. In cases where a Member is assigned to begin work on a new platoon 144 hours or more from the last regular previously assigned shift, prorated straight time will be paid to make up for work missed. For example:
 

144 hours off – skip a regular shift and go to work the next day – 16 hours compensation at base rate.

192 hours off – skip a regular shift and go to work on the new target platoon – 36 hours compensation at base rate.
8. Notice of involuntary platoon transfer will be given at least twelve calendar days (including weekends and holidays) before alteration of the regular platoon schedule, unless mutually agreed by person(s) transferring platoon and the Fire Chief.
9. The Fire Chief is responsible for guaranteeing leave that has been approved prior to the platoon transfer.

## **6.11 Administrative Officer**

- A.** Battalion Chiefs or Captains may be appointed, with mutual consent of the City and the Member, to the position of Administrative Officer. Appointments will be for a maximum of one year, renewable with mutual consent.
- B.** Administrative Officers working a 40-hour schedule shall be paid as if he was still on his assigned shift.
- C.** There shall be a maximum of two Members designated as Administrative Officers at one time.
- D.** Administrative Officers shall work a complete pay period on one schedule, either a 40-hour schedule or suppression schedule. Shift changes while working a suppression schedule and transferring to a different suppression shift shall be in accordance with Section 6.10.
- E.** Hours of Work
  - 1. The normal work schedule for Battalion Chiefs working as Administrative Officers shall be Monday through Friday, 0730 – 1630 hours.
  - 2. The work schedule for Battalion Chiefs, when working as Administrative Officers and filling in as a suppression Battalion Chief or Paramedic, shall be 0730 – 1530 hours or 0730 – 1730, if a 4/10-hour day schedule is mutually agreed to.
  - 3. The normal work schedule for Captains working as Administrative Officers shall be Monday through Friday, 0800 – 1700 hours.
  - 4. The work schedule for Captains, when working as Administrative Officers and filling in as a suppression Captain or Paramedic, shall be 0800–1600 hours; or 0800–1800, if a 4/10-hour day schedule is mutually agreed to.
  - 5. This schedule may be changed or flexed as agreed to between the Department and the Member.
- F.** Administrative Officers may be scheduled to work as the appropriate shift officer. While working as a suppression officer, any hours exceeding 10 hours in a day shall be paid at 1½ times the appropriate suppression rate.
- G.** Administrative Officers, when working a 40-hour schedule, shall be eligible for emergency callback at the Fire Chief's discretion. They shall remain on, but not participate in, the overtime rotation or acting lists.
- H.** Administrative Officers will maintain their leave bank in the suppression rate schedule, regardless of assignment.

- I. Administrative Officers, when requesting leave to be taken on a 40-hour schedule, must submit leave requests at a ratio of one to one. One hour taken off at the 40-hour rate will equal one hour in the suppression schedule leave bank. Leave taken at this rate will affect FLSA overtime and will be applied to their nearest 24-hour shift within the pay period.
- J. While working a 40-hour schedule, an Administrative Officer may only work in the relief of a vacated position within their classification or as paramedic and may not displace a suppression Member within the Administrative Officer's respective classification, unless that individual is being assigned as a paramedic.
- K. Administrative Officers, when working a 40-hour schedule, shall be given holidays off in lieu of receiving holiday pay. At the direction of the Fire Chief, an Administrative Officer may elect to work the recognized holiday and receive the normal 11.5 hours of holiday pay.

## 6.12 Internship Program

- A. The parties agree to continue the internship program in conjunction with the CTC Fire Science Program and the University Fire Department. Interns will be expected to learn basic skills and assist the Department in accord with a training program.
- B. Intern requirements:
  - a. Interns shall not be counted in staffing calculations (Section 15.8).
  - b. Interns will not be counted in Emergency Callbacks, but they may be used.
  - c. One intern may be allowed on an apparatus per shift. Max 6 per shift.
  - d. Interns will be a minimum of State of Alaska Firefighter 1.
  - e. Interns riding on a Battalion apparatus will be limited to interns enrolled in the Emergency Management Degree program.
  - f. Driving of apparatus:
    - i. shall be limited to vehicles not covered in section 15.8A and B of this agreement.
    - ii. Driving of apparatus may only be permitted after the Interns has completed EVOG and the vehicle check off.
    - iii. UFD interns may drive a crossed manned ambulance.
  - g. Interns may not displace a Member on any emergency but will work in conjunction with the crew.
  - h. The Internship program will in no way affect Members current working conditions.
  - i. Interns will wear uniforms similar in appearance to suppression Members.
  - j. Interns will work enough hours to meet the goals and objectives set forth by the Fairbanks Fire Department and University Fire Department or the



CTC Fire Science program. Work hours and goals will be approved by the Union.

- k. Interns will be assigned to work a minimum of 08:00-17:00, but not more than one full shift.

## **ARTICLE 7: HOLIDAYS**

### **7.1 Holidays**

- A.** The following days shall be considered holidays, with no deductions in pay:

New Year's Day	January 1
MLK, Jr. Day	3rd Monday in January
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 or ordinance may fix for all City employees.

- B. Members Working a 40-Hour Schedule**

When any of these holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the recognized holidays falls on Saturday, the Friday immediately preceding the holiday shall be considered the legal holiday. The holiday shall run from midnight to midnight.

- C. Members Working a Suppression Schedule**

The actual day of the holiday shall be considered the holiday. Example: December 25 shall be considered Christmas regardless of the day of the week. The holiday will start at 0800 on the day of the holiday and continue to 0800 the following day.

In regard to the City recognized holidays, the Union, through the Battalion Chief, upon reviewing the daily calendar at least eight days in advance, may bring to the attention of the Fire Chief's office any calendared activities that do not relate to the essential day-to-day operations of the suppression staff, for the possibility of rescheduling said activities to another date. In the event that the Fire Chief's office is unable to reschedule the activities, the suppression staff will perform them as scheduled

## **7.2 Holiday Pay**

Members working a suppression schedule shall be paid at 1.5 X their suppression rate of pay for all actual hours worked on a holiday, as defined in Section 7.1.C. In addition, members working a suppression schedule will receive 5.75 hours straight time pay for each City holiday that they are not scheduled to work.

## **7.3 Personal Day**

- A.** In observance of the Member's birthday, the Member is granted that day off from work as a personal leave day equal to the Member's regular workday (24 hours for Members working a suppression schedule and eight hours for 40-hour Members). This time is not deducted from accrued personal leave.
- B.** Members whose birthday falls on a regular day off may have the regular work day immediately preceding or the regular work day immediately following to observe the Member's birthday, providing it is mutually agreeable with the Member and the Fire Chief.
- C.** If the Member chooses to have their birthday moved, they may, after their birthday has been scheduled, move it to a day of their choosing. This personal day must be scheduled in that calendar year. All leave scheduling rules shall apply.

## **ARTICLE 8: PERSONAL LEAVE USED AS SICK LEAVE**

### **8.1 Accrual of Hours**

Members will only accumulate personal leave, which may be used as sick leave as outlined below. For leave accrual rates, see Article 9.

### **8.2 Use of Personal Leave as Sick Leave**

- A.** Personal leave may be taken as sick leave when a Member is ill or injured, when a member of their immediate household is ill or injured and the Member's assistance is required, or for other medical reasons. A Member calling in sick shall do so at least 30 minutes prior to the start of the Member's scheduled shift.
- B.** Once a Member, working a suppression schedule, goes on sick leave, that Member shall remain on sick leave for a minimum of ½ hour blocks (30 minutes) or the balance of the shift, whichever is less. If use of personal leave as sick leave creates overtime it must be used at a minimum of 4 hours.

- C.** In the case of any absence attributable to health or disability which exceeds five working days for Members working a 40-hour schedule or two consecutive shifts for Members working a suppression schedule, the Member, before the end of the fifth day or before the third consecutive shift, shall call the Fire Chief and state the nature of the illness or disability requiring absence from work and request approval to continue sick leave. For the additional time requested, the Fire Chief may require a report from the Member's attending physician which specifically describes who in the household is ill or injured and that the Member's assistance is required. If the Member is incapacitated to the point where the Member is physically unable to contact the Fire Chief, a spouse, physician, or designated individual may substitute for the Member when contacting the Fire Chief.

### **8.3 Funeral Leave**

- A.** In the event of death in the Member's immediate family, the Member shall be entitled to the following leave to be deducted from accrued personal leave or Leave Without Pay, at the Member's choice:

1. Members working a 40-hour schedule:

In Fairbanks:	40 hours
Within State of Alaska:	56 hours
Outside State of Alaska:	80 hours

2. Members working suppression schedule:

In Fairbanks:	56 hours
Within State of Alaska:	78 hours
Outside State of Alaska:	112 hours

- B.** Immediate family is defined as a spouse, dependent (as defined by IRS), daughter, son, mother, father, sister, brother, stepmother, stepfather, stepchild, foster child and ward, mother-in-law, father-in-law, and grandparents.

### **8.4 Non-work-Related Injury or Illness**

When a Member becomes injured and cannot perform their normal duties and has a doctor's evaluation stating light duty is indicated, the City will offer to assign the Member to light duty within the Department, provided the member is able to fulfill the duties satisfactorily. The City may, in its sole discretion, have the Member work a 40-hour schedule. This does not abrogate any provision of any workers' compensation laws and rules.

## **8.5 Compensation for On the Job Injury**

### **A. Compensation**

On the job injury or illness agreed to, or determined to be compensable under State workers' compensation laws, shall not cause the Member loss of regular sick leave, annual leave and, when consistent with PERS, retirement benefits. The City will compensate the Member the difference between workers compensation and the Member's regular basic rate of pay until the employee is able to return to duty or is medically retired. Members who are able to work under a modified work plan will be assigned to a 40-hour shift to work in accord with the modified work plan, provided that 2 shifts of administrative leave be offered.

### **B. Position Guarantees**

In the case of an on-the-job injury or illness, within the coverage of the Alaska Workers' Compensation Act, a Member's position shall be held for the Member until it has been established that such Member will be unable to return to the position in the foreseeable future. A Member disagreeing with the City's finding that the Member will be unable to return to work shall resolve any disagreement by the grievance procedure provided in this Agreement.

## **8.6 Occupational Injury Reemployment**

**A.** Any former Member who is injured on the job and who within three years of their termination date is medically certified, by a physician mutually agreeable to both parties, to re-enter employment, may apply for reemployment. A former Member who passes the entry-level requirements as required by the job description and meets the minimum qualifications for the position shall be given preferential reemployment under the following guidelines:

1. When there are former Members on occupational injury termination and former Members on a layoff list, the person with the most Department seniority will be the first offered the opportunity for reemployment.
2. Rehire to the Firefighter or Deputy Fire Marshal III classification up to pay step held on the date of termination, or the top step if the Member held a higher classification.
3. If the former Member was physically unable to maintain pertinent job certification and/or license during the period of disability, the Member shall be given, after rehiring, preferential opportunity to re-certify and/or re-license, including preferential opportunity to attend any required training programs.

- B. Preferential promotion to the first available position in the classification held at the time of injury-caused termination will be granted by the City.
- C. If due to an occupational injury, a member is not physically qualified for reemployment in a position with the Fire Department, the City will endeavor to find employment opportunities in other City departments.

#### **8.7 Non-Occupational Injury Reemployment**

- A. Any former Member, who is terminated due to non-occupational injury or illness, will be granted preferential reemployment rights within three years of termination, after preference has been given to occupational injury applications and employees on a layoff list.
- B. Such reemployment privileges shall be conditioned on a medical certification, from a physician mutually agreeable to the parties, of the person's physical or mental ability to perform the job for which they are applying. The former Member must also pass the entry-level physical ability test as required by the job description. Such preferential reemployment rights shall be predicated on the existence of an open position and the City's decision to fill such a position.

#### **8.8 Pregnancy Light Duty Assignment**

- A. Members who are pregnant will, upon request, be placed on a 40-hour light duty assignment, in accord with Section 8.5, to perform work or training that is appropriate in view of their pregnancy.
- B. If the Fire Chief believes that a pregnant member, who does not elect a light duty assignment, can no longer perform her suppression job functions, then the Fire Chief can ask for a medical evaluation in accordance with Section 5.3.
- C. Members on pregnancy "light duty" will not count toward minimum staffing and will not take up any spot on the leave calendar.

#### **8.9 Family/Medical Leave**

The parties shall comply with the Alaska Family Leave Act (AS 23.10.500 -.550; AS 39.20.305) and the Federal Family & Medical Leave Act (Public Law 103-3).

### **ARTICLE 9: PERSONAL LEAVE**

## 9.1 Accrual Rates

A. Members shall accrue personal leave at the following rate:

<b>Months of Service:</b>	<b>Suppression:</b> (Hours per pay period)
0-60	14
60-120	16
121+	18

Administrative (40 hour) employees hired prior to 1/1/08 will accumulate personal leave at 10 hours per pay period. Employees hired after 1/1/08 will accumulate leave at the following rate:

<b>Months of Service:</b>	<b>40-hour:</b> (Hours per year)
0-24	160
24-60	200
61+	240

Employment for eight or more continuous days during a pay period shall be considered employment for a full pay period for the purpose of computation of personal leave accrual.

## 9.2 Employee Retention Leave (ERL) Effective 1/1/18

On January 1<sup>st</sup> of each year 4 hours of ERL will be applied to individuals leave bank for every complete year worked for the City of Fairbanks. On December 31<sup>st</sup>, end of that same year, if ERL hours are still available they will be lost to the employee. ERL cannot be traded and there is no cash value associated with it. ERL hours will be used on a first in first out accounting method.

Example. On January 1, 2018 a Member has 5 complete years of service. The Member will receive 20 hours of ERL. On December 31, 2018 the Member only used 10 hours of ERL, thus the remaining 10 hours are lost.

## 9.3 Personal Leave Crediting

Personal leave accrual shall be credited to Members' leave balance at each pay period.

Collective Bargaining Agreement  
City of Fairbanks - FFU  
Page 40 of 83

#### **9.4 Personal Leave Pay Rate**

Personal leave will be paid, when taken, at the Member's regular rate of pay.

#### **9.5 Personal Leave Valuation and Severance**

- A.** Members covered by this Agreement, who either voluntarily or involuntarily terminate employment, shall be paid a lump sum for all personal leave accrued at the time of separation at the value of 105%, based on their regular rate of pay. This shall be paid together with their final salary payment.
- B.** Members may elect to cash out personal leave at any time and in any amount of hours at 105% cash value, based on their regular rate of pay, as long as they maintain a minimum leave balance of 200 hours. In addition, Members may transfer cashed out leave to the Member's 457 deferred compensation account at the 105% value.
- C.** In the event of hardship and with permission of the Mayor, Members may cash out personal leave at any time for family, medical, or other reasons below the 200 hour limit in subsection B.
- D.** Cashed out leave hours are not compensable work hours, are paid subject to tax withholding, and without PERS contribution.

#### **9.6 Absences**

No Member shall be absent from the job without complying with the requirements of this Agreement.

#### **9.7 Leave Without Pay**

- A.** The Mayor may grant a Member leave without pay for a period, not to exceed nine months, when it is in the best interest of the City to do so. During the Member's approved leave, and with the prior written approval of the Mayor, the Member's position may be filled by limited term appointment, temporary promotion, or reassignment of another Member or employee. At the expiration of the leave without pay, the Member has the right to and shall be reinstated to the position vacated, if the position still exists. Approved leave without pay shall not constitute a break in service, but any period in excess of 10 days in any calendar year will not be creditable for vesting or retirement under the State of Alaska Public

Employee's Retirement System. Longevity credits for the purpose of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the period of leave without pay. City medical benefits shall continue during any period of leave without pay.

- B.** The Mayor shall have the discretion to grant any Member a voluntary reduction in hours for a limited or extended period. A voluntary reduction in hours shall not constitute leave without pay.
- C.** Unless otherwise provided for herein or by State law, anniversary dates will be adjusted negatively by full days only to reflect unpaid absences. Less than eight hours for a 40-hour Member shall not affect their anniversary date. Every 40 hours for such a Member shall affect the anniversary date by seven days. Less than 24 hours for a suppression Member shall not affect their anniversary date. Every full 24 hours for such a Member shall affect the anniversary date by one day.

### **9.8 Credited Leave**

Only those hours of personal leave that have been credited by payroll may be taken by a Member.

### **9.9 Military Leave**

- A.** Members shall be entitled to administrative leave without pay for any active duty in any Armed Forces or Alaska Defense Force component (including units of the National Guard and Reserve). In accordance with applicable state and federal laws, there shall be no adjustment of an affected Member's anniversary date for any active duty period up to the federal statutory limit so as to cause loss of seniority or to deny the accrual of personal leave. Members are to present a copy of official orders for active duty, as soon as possible, to the City to comply with the law and to allow the City to reschedule the work force.
- B.** Disposition of personal leave. A Member who leaves City service for such military leave without pay may elect to be paid for any accrued personal leave as if the member were actually separating from the city service. The decision shall be noted on the personnel action form effecting the leave. If the Member elects not to be paid for such leave, the accrued leave credits shall be reinstated upon return of the Member to the city service.
- C.** Military reserve training or emergency National Guard service. Any Member who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training, on duty, for a period not exceeding 15 working days for 40-



hour Members (360 hours for suppression Members), during any one calendar year. Such military leave shall be with pay if all military pay the Member receives for the duties performed on such leave is paid to the city.

*Example:* If a member were to take 12 hours of military leave, the member will be compensated their normal rate of pay from the City. The member's military gross pay will be reimbursed to the City, accompanied by information regarding pay rate from the military. If the member received a paycheck for \$240.00 for their 48 hours of training, \$240.00 divided by 48 hours equals \$5.00/hour. The member will pay the City \$60.00, an equivalent of 12 hours times \$5.00 to receive 12 hours of paid military leave.

If a member does not tender the military pay to the City within one month of return from military duty, the absence will be changed to leave without pay unless the employee elects to use annual or sick leave. Military pay previously paid and then changed to leave without pay will be deducted from the member's pay. The member can choose to change the paid military leave to annual or sick leave prior to the 30-day deadline.

#### **9.10 Union Leave**

- A.** In January of each year, the Union will notify the City to deduct hours from the personal leave of each Member. Members with less than 1 year of service will have half of the number of hours deducted. This deducted leave shall be credited to the Union business leave bank "hour for hour."
- B.** The Union may use leave from the Union business leave bank at its discretion, provided Union business leave shall be treated as personal leave and managed in accordance with Section 6.2 (Calendar Management). Requests shall have "Union Business Leave" written on the leave request form and be accompanied by a letter of authorization signed by the President.
- C.** Leave taken as in subsection B, above, shall be deducted from the leave bank on an "hour for hour" basis.
- D.** The City shall provide an annual accounting for the Union leave bank, as well as upon request of the President.
- E.** The number of hours deducted may be adjusted by the Union on an annual basis.
- F.** Once deducted, Union Business leave cannot be transferred back to any Member and has no cash value.

- G. Members may donate their accrued leave for Union business, without limit, so long as they provide notice of donation to the City in accordance with Section 9.10.

### **9.11 Leave Donation**

The parties recognize that it is desirable, from time to time, to have a means for Members to assist other City general government employees in time of need. The following shall be used for that purpose:

- A. Each Member wishing to donate leave from their leave account will fill out, date, and sign a leave slip showing the amount of leave the Member wishes to donate, in increments of not less than four hours, and deliver the leave slip to the Fire Chief.
- B. Each leave slip will have written or typed along the bottom, "Leave donated to (employee's name)."
- C. The City will, for purposes of computation, convert the leave donated to the recipient's personal leave account for use as sick leave.
- D. Once leave is donated, it is irretrievable by the donor.
- E. It is the understanding of the City that the Internal Revenue Service, at this time, treats donated leave as income to the donee and not as a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

## **ARTICLE 10: PAY PERIODS**

### **10.1 Pay Days**

Pay days shall be established covering payroll periods from the first to the fifteenth day of the month inclusive and from the sixteenth day of the month to the last day of the month inclusive and shall not be later than the fifteenth and the last day of each month, except when pay day falls on Saturday or a holiday. If pay day falls on Saturday, unless Saturday is preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on Sunday or on a Saturday following a recognized holiday, pay day may be on the following Monday, unless the Monday is a recognized holiday, in which event pay day may fall on Tuesday.

### **10.2 Check Itemization**

Each check shall have a stub or attachment itemizing at least all legal and authorized deductions, hours worked, rate of pay for straight time, overtime and acting time hours worked, leave taken, and leave accrual.

### **10.3 Pay Periods**

The City reserves the right to establish a biweekly pay period upon 30-days' notice to the Union. If established, pay day shall fall on every other Friday. If pay day falls on a holiday, then pay day shall be the last scheduled day before the holiday.

### **10.4 Dues Deduction**

The City shall deduct Union dues from the wages of Members on a semi-monthly (or biweekly) basis, in the amount designated by the Union. The Union agrees to provide the City 30-days' notice of any changes in the designated amount.

### **10.5 Voluntary Deduction**

Members who voluntarily assign a deduction to the Fairbanks Fire Fighters Union Political Action Committee shall have such deducted each pay period from their pay. The deducted amount shall be remitted monthly to the Committee.

## **ARTICLE 11: UNION MEMBERSHIP**

### **11.1 Membership Rights**

The City agrees that it will not in any manner, directly or indirectly, discriminate against or attempt to interfere between any of the Members covered under the terms of this Agreement and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking part in Union affairs, and that it will not discriminate against any Members because of the Member's Union membership or lawful Union activity.

### **11.2 Union Membership Requirements**

- A.** Employees shall, within 30 days following the beginning of employment, become and remain Union Members in good standing, or pay to the Union an agency fee in an amount equal to the Union's regular dues and fees in lieu thereof. Good standing includes paying the Union's regular dues and fees as required.
- B.** To be eligible for the "agency fee" status, an employee shall meet the "religious objection" criteria set forth by State law, whether statutory, regulatory, or case law. The City shall have no role in such determinations.

### **11.3 Good Standing**

The City will, within 21 days after receipt of written notice from the Union, discharge any employee who is not in good standing as required in Section 11.2.

## **ARTICLE 12: SENIORITY**

### **12.1 Department Seniority**

Subject to Section 9.6, Department Seniority shall be established as follows: The Member having the longest continuous term of service (layoff not being considered a break in service) in the Department shall be number one on the Department seniority list; all other Members, likewise, shall be listed according to length of continuous service with the Department. Such list shall be posted. Date of hire as a full-time employee will be the criteria used to establish the length of service. When two or more Members are hired at the same time, Department Seniority among them shall be established by ranking on the hiring list. The Union shall be provided with a copy of the current hiring list. When an individual returns from layoff status, their seniority shall be adjusted to exclude the period of time laid off.

### **12.2 Classification Seniority**

Subject to Section 9.6, Classification Seniority shall be established as follows: The Member having the longest continuous service within a classification or any new or changed classification shall be number one on the list.

### **12.3 Paramedic Seniority**

Subject to Section 9.6, Paramedic Seniority shall be established as follows: the Member having the longest continuous service as a Paramedic, as indicated by Section 6.9.C.3, shall be number one on the list.

## **ARTICLE 13: LAYOFF AND POSITION ELIMINATION**

### **13.1 Leave Pay Out**

When a Member is terminated or effects a separation, they shall be paid all accrued earnings in accordance with State law.

### **13.2 Layoff Notice**

A Member shall be given 45-days' notice of layoff.

### 13.3 Layoff and Bumping

#### A. Meet and Confer

1. The City and the Union agree that in the event any layoffs of bargaining unit Members are contemplated, the Union shall be given notice and afforded the opportunity to propose alternatives to the loss of personnel prior to such layoffs.
2. The Union shall have 30 days from the date of notification by the City of impending layoffs in which to forward its recommendations. The City shall make available to the Union any documents pertaining to Department operations that the Union may require in formulating recommendations. The City agrees to accept and implement, in good faith, the proposed alternatives to loss of personnel, if such are deemed by the City to be consistent with Department operational needs.

#### B. Position Elimination

When it is necessary to eliminate positions in the work force for whatever reason, the following procedures are set forth:

1. Classification shall be defined as those job titles listed in Section 16.1 of this Agreement and any classifications subsequently created. For purposes of this Agreement, the steps in the Firefighter classification are considered as one classification. Deputy Fire Marshal steps are considered a single classification.
2. Qualifications will not be considered in determining positions to be eliminated.
3. Classification seniority shall be defined as the time served in a classification. Seniority, for placement in the classification assumed after exercising bumping/displacement rights, shall be cumulative and shall be calculated by adding a Member's seniority in the previous classification held to the seniority the Member acquired while in the classification into which the bumping/displacement option will be exercised.

#### EXAMPLE:

Captain classification seniority    5 years  
Formerly a driver with seniority    4 years

Bumping/displacement into driver classification, cumulative new driver seniority 5 yrs. + 4 yrs. = 9 years

4. Layoff notices within an affected classification will be issued in reverse order of seniority in classification, with the lowest seniority being given the first layoff notice and then upwards.
5. The layoff notice shall be issued to the affected Member as per Section 13.2. The layoff notice shall detail the various options available to the Member as outlined in subsection 3, above.
6. A Member receiving a layoff notice shall have 10 calendar days in which to decide which of the options outlined in Subsection C, below, to exercise and to notify the City of their decision. The Member shall be responsible for reviewing the options list for accuracy and notifying the City in writing of any discrepancies or errors in the list.

### **C. Options**

When a Member receives a layoff notice they shall have the following options:

1. Displace another Member in the same classification who has the least classification seniority.
2. Displace the least senior Member in a classification previously held with the Department, provided the Member exercising this option has more cumulative classification seniority. A classification “previously held” shall not include acting time.
3. Displace the Member with the least Department seniority in a classification, in the same or different division, provided that they meet the qualifications of that classification and have more Department seniority than the Member being displaced. For purposes of this section, the Department shall be divided into a suppression division and administrative division. A Member may only exercise displacement rights into another division if, within 30 days after receiving the layoff notice, the Member shall pass all entry level exams and meet the entry level qualifications for the other division.

### **D. Displacement**

1. When a Member is displaced into a new classification, compensation will be at the appropriate step level, based upon Department seniority, of the newly assumed classification.
2. When a Member to be laid off in a lower classification has more Department seniority than a Member in a higher classification and is qualified to fill a vacancy in the next higher classification, as of the date the layoff notice is issued, and is unable to exercise Option C.1 or C.2, such Member may displace a Member in the next higher classification who has less Department seniority.

3. When displacement results in a Member assuming a classification not previously held, the Member shall be in probationary status in that classification. If the Member is unable to satisfactorily perform the duties of that classification, they will return to layoff status.
4. A Member may not displace into a classification from which they have been removed for disciplinary reasons.
5. Options C.1 and C.2 must be exercised, if available, before a Member may exercise option C.3.
6. Ties in classification seniority shall be broken by using in the following order:
  - a. Department seniority shall be used.
  - b. As a last resort, a random drawing shall be used.
7. If a Member receives a layoff notice with options that are impacted by the decisions of more senior Members in exercising their rights, changes to the options list will be made, in writing, by the City and provided to the affected Member. If the Member has no options available to them, the City shall notify the Member, and they shall be subject to layoff procedures.

#### **E. Vacancies in Classifications**

1. If a funded vacancy exists in a classification into which a Member would be eligible to displace, the Member will be placed in the vacancy rather than displacing another Member in that classification. This means the vacancy shall be treated as the lowest seniority position in the classification and will be filled prior to displacing anyone in an occupied position.
2. If there are multiple classifications into which a Member may displace (whether filled or vacant), the Member may choose which classification to fill.
3. Vacancy factors shall have no bearing on the provisions of this Section. No Member displaced or laid off may be denied reinstatement to their former classification based upon Department vacancy factors, regardless of nomenclature.

#### **F. Miscellaneous**

1. Pro-pay shall continue to be applied to a displaced Member's wages.
2. In order to retain displacement rights, Members must maintain required certifications for the classifications into which they wish to displace.

#### **G. Recall**

1. When a Member is displaced, that Member has recall rights back to a position in the classification previously held.
2. Recall to positions in a previously held classification shall progress in reverse order of the layoff or displacement procedure.
3. Members displaced from promoted classifications retain recall rights indefinitely or until such time as they decline the offer to return to their prior classification. If the Member declines the recall, they lose their entitlement and must compete for promotions in the future on equal footing with other Members.
4. When a Member returns from lay off status, their seniority shall be adjusted to exclude the period of time laid off.
5. When a displaced Member returns to a position in a classification from which they were displaced, their seniority within the classification will be adjusted to reflect that they were never displaced.
6. When a position vacancy exists, the vacancy may not be filled until laid off or displaced Members have been given the opportunity to return to their former classifications. The same criteria shall apply when funding for a formerly held classification is restored and new positions are created.

#### **H. Recall Procedures**

1. Members must provide a current mailing address to the City so that they may be notified of recall.
2. Recall notices will be sent by certified mail with return receipt requested. The laid off individual shall have 10 calendar days to accept or decline the recall offer in writing.
3. Upon acceptance, the Member shall have up to 30 days to report to duty.

#### **13.4 Termination of Seniority**

Department seniority shall be terminated and the employer-employee relationship shall be severed by the following conditions:

1. Layoff of 36 months duration.
2. Refusing or declining a recall offer.
3. Resignation, retirement, or permanent separation from the bargaining unit (except as provided for under occupational disability rehire).

#### **13.5 Classification Elimination**

- A.** When a classification covered by the Agreement is eliminated, the affected Member in that classification may exercise transfer rights to another classification in the Department if qualified, as outlined in Section 13.3.



- B.** When a classification is eliminated, the duties of that classification may not be transferred to another with a parallel or lower base pay rate until the City and the Union agree to the appropriate wage rate for the changed classification.

## **ARTICLE 14: JURY DUTY AND COURT APPEARANCES**

### **14.1 Jury Duty Compensation**

Members required to serve on jury duty or subpoenaed as witnesses will suffer no loss in regular earnings but shall be compensated during their service at the appropriate rate of pay. Fees paid to jurors or witnesses while serving such duty will be returned to the City. Administrative leave shall be granted to any Member subpoenaed to appear in a court located other than in Fairbanks to appear as a witness as a result of actions performed while on duty with the Department.

### **14.2 Court Appearance**

Members required to appear in court as witnesses as a result of actions performed while on duty shall suffer no loss in regular earnings but shall be compensated during their service at the Member's appropriate rate of pay. Fees paid the witness serving such duty shall be returned to the City. Members reporting for court appearances shall check in before and after their appearance at the Department administration office for duty time verification.

## **ARTICLE 15: SAFETY**

### **15.1 Safe Work Conditions**

All work shall be executed by the Member in a safe and proper manner, and the City shall provide for the safety of Members as prescribed by the provisions of State law or adopted regulations in effect during the term of this Agreement.

### **15.2 Safety Equipment**

The City shall furnish necessary safety and medical equipment for the protection of the Members.

### **15.3 Safety Meetings**

Regular safety meetings for each shift shall be held at least once a month during working hours without loss of pay to the Members. At each safety meeting, the Battalion Chief shall review the record of the last three safety meetings. Safety concerns will be recorded

in a safety log by the Battalion Chief. Responses to safety concerns will be made in writing by the City before the next scheduled shift safety meeting.

#### **15.4 Safety Committee**

- A.** The Joint Safety Committee shall consist of five members. This shall include two members chosen by the Fire Chief, Assistant Chief, Fire Chief, and one Union Representative chosen by the Union President. This committee shall make recommendations to the Fire Chief on equipment, personal protective equipment, uniforms, and safety issues.
- B.** Upon request of the Fire Chief, or at least annually, the Joint Safety Committee shall meet and make recommendations to the Fire Chief. All Members shall be paid, at the appropriate rate of pay, for attendance at the meeting if it occurs on their scheduled day off.
- C.** Work and/or projects generated as a result of the Joint Safety Committee shall be assigned and distributed through the chain of command.

#### **15.5 Equipment Safety**

- A.** It shall not be considered a violation of this Agreement when a Member(s), having a reasonable concern, refuses to work with, ride, or wear unsafe equipment, or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.
- B.** No disciplinary action shall be taken against the Member(s) regarding such refusal until the Joint Safety Committee has met and reported to the Fire Chief on the merits of the safety concern.

#### **15.6 Protective Clothing**

- A.** The City agrees to furnish, where the nature of assigned duties dictates, any special protective clothing or device that the Fire Chief determines to be necessary to the health and welfare of the Members and which meet the State law or adopted regulation applicable to the clothing or device.
- B.** Items furnished remain City property. All protective clothing or devices shall be inspected at least annually by the City and shall be replaced if found defective, based upon original specifications or design. The Union may recommend to the Safety Committee specifications of protective clothing essential for the duties of the Department.

- C. Any new provision or change in the State law or adopted regulations shall not be applied retroactively to existing clothing or equipment unless the law or regulations so states.

### **15.7 Station Uniform**

- A. When the City requires certain attire to be worn by the Member, an initial issue of attire as listed below shall be provided by the City at no cost to the Member upon hiring or when a new item is required.

- B. The Department will maintain clothing allowance account balances for all members. Members will have the ability to cash out the full value of their clothing allowance balance upon separation of service. All members employed by the City on January 1, 2018, will have a lump sum of \$600 deposited into their clothing allowance account. On January 1, 2019, members will accrue monthly clothing allowance contribution of \$50.00 per month.

- C. The Department will establish the uniform to strive to meet NFPA 1975 in consultation with the Safety Committee.

- D. The initial issue shall consist of the following uniform attire:

- 2 shirts, Class B, short or long
- 1 uniform badge, collar brass, name tag
- 2 trousers
- 1 parka
- 1 pair of shoes or boots, black (not to exceed \$350)
- 1 pair EMS/ Tech rescue pants
- 4 tee shirts, navy blue
- 1 ball cap, navy blue
- 1 uniform style belt, black
- 1 watch cap/winter stocking cap
- 2 job shirts

- E. Continuing Clothing Allowance

- a After initial issue, it will be the reasonability of each member to maintain and restock the items listed in the SOPs.
- b Members purchasing EMS pants within 3 months of the signing of the CBA will have an additional \$250 placed in their clothing allowance to pay for half the EMS pants.
- c Members may purchase a set of bed linen once per calendar year.

## 15.8 Staffing Levels

**A.** Emergency vehicles shall have assigned to them the minimum number of Members as listed below. This does not prohibit the assigning of dual roles such as the staffing of the rescue apparatus, third ambulance, or a tanker/tender. Paramedic and EMT III status shall be a consideration in second or subsequent ambulance assignment.

### **B. Minimum Apparatus and Staffing**

Command Vehicle: 1 Battalion Chief

Headquarters Engine: 1 Captain  
1 Driver  
1 Firefighter

Substation Engine or Second-Line Engine: 1 Captain  
1 Driver  
1 Firefighter

Ambulance: 1 Paramedic  
1 Firefighter/EMT

Ambulance: 1 Firefighter II/III/PM  
1 Firefighter/EMT

- The Firefighter II/III/Pm will be staffed with the highest certified member available.
- In the event overtime is required for the firefighter II/III/PM position the Paramedic staffing list will initially be used to staff the position. Followed by the Firefighter staffing list, excluding EMT I.
- Second ambulance staffing per 15.8G

**C.** In addition to the minimum apparatus and staffing listed in Section 15.8.B, the department will have one additional paramedic on duty at all times. This second paramedic may fill any other minimum staffing position except Battalion Chief. This position will be filled only after all other overtime positions are filled and there is still no second paramedic on duty.

### **D. Optional Apparatus**

Additional companies or ambulances may be activated with the following minimum staffing:

Engine:	1 Captain 1 Driver 1 Firefighter
Ambulance:	1 Paramedic 1 Fire Fighter/EMT
Aerial Device:	1 Driver 1 Captain

#### **E. Substations**

Substations shall be staffed with a minimum of one Captain, one Driver, and one Firefighter, regardless of type of apparatus.

#### **F. Fire Prevention**

The City shall employ a minimum of one Member for the purpose of fire prevention except as noted in 6.5 (A) 3.

##### **G. Second Ambulance Staffing**

Minimum staffing will be increased to 11 with two staffed ambulances for the first shift of every tour for the remainder of 2018.

Starting January 1, 2019, the staffing of the second ambulance will be dependent on the city receiving enough funds from Ground Emergency Medical Transport(GEMT) funds to do so. In the event of a shortfall of funding, the second ambulance will be staffed for as long as funding allows. If GMT funding is not available then minimum manning returns to 9 personnel

### **15.9 Mandated Health Training**

Before being counted toward minimum staffing, a Member must complete mandated health training as determined by the City Risk Management Department including, e.g., TB screening, starting Hepatitis A and B series, submittal of shot records, and training in use of personal protective equipment.

#### **15.10 Drug Testing**

See Appendix A

**ARTICLE 16: ECONOMIC**

**16.1 Wages.**

**A.** Pay scale effective 0800 hours on January 1, 2018: TBP

**B.**

**Cost of Living: Effective 1/1/18**

1. The Package rate (health care and wages) increases range from 1.5% and 3% CPI as measured by the Anchorage CPI. A three-year average (using the three previous years, not counting the current year) will be utilized and if the three-year average falls below the 1.5% CPI, then the City will pay a 1.5% package increase. If the three-year average is above 3% Anchorage CPI then the City will pay a 3% package increase. The parties agree to use this formula to determine increases to the wage package for each of the three years of this contract.
2. Package rate will be applied in the following manner. The first portion of the rate will go to maintain an 80/20 split on health care premiums (Article 5.6B). The second portion (the remaining portion) will be added on to base wages.
3. In the event that Health care premium increases are greater than the Package increase all the increase will go to health care.  
Example 1. 3-year Anchorage CPI average = .8%, city pays 1.5%  
Example 2. 3-year Anchorage CPI average = 2.5%, city pays 2.5%  
Example 3. 3-year Anchorage CPI average = 3.4%, city pays 3%

**C.** Admin Assistants and Clerks are hired at 90% of pay scale for first 12 months of service.

**D.** Persons hired in a Deputy Fire Marshall position above Recruit Deputy Fire Marshall shall receive the starting step of the position hired.

**16.2 Pro-Pay:**

Pro-pay is based on Firefighter IV for all suppression classifications and added to Member's base rate. This pro-pay schedule shall go into effect at 0800 hours of the first day of the pay period following date of signing.

**A. Paramedic 7%**

**B. EMT III, Firefighter 3% (actual firefighter classification)**

- C. EMT III, Driver & Captain 2%**

(Note: Paramedics do not receive EMT III pro-pay)

- D. SCBA and/or Breathing Air Specialist 3%**

Self-Contained Breathing Apparatus (SCBA) specialists are designated at the discretion of the Fire Chief, to be trained and certified by the SCBA manufacturer to perform maintenance on SCBA units. Breathing Air Specialists are designated at the discretion of the Fire Chief to be trained as required by the City and the breathing air compressor system manufacturer to perform maintenance and system tests

- E. The assigned Medic to M1 and M2 10%**

- F. The assigned Driver to M1 and M2 5%**

- G. Data Processing Specialists 3%**

Member(s) designated at the discretion of the Fire Chief to coordinate data processing and computer system operations within the Department.

- H. Acting CO 5%**

1. Top 3 Members of the Captain promotion list will be assigned the Acting CO pro-pay.
2. Acting CO may be moved platoons to ensure there is one per platoon.
3. When a Captain is gone Acting CO will work as the Company Officer
4. Article 6.3D4 Assignment to acting Position does not apply to Acting CO's
5. Over time for out of classification falls under acting call out rules.

Pro-pays A, B, C, D, E, F, H are only available for suppression members. For purposes of Subsections E and F, only one paramedic and only one driver may receive this pro-pay at any one time on each ambulance.

### **16.3 Overtime Rates**

- A.** Members shall be compensated at their rate of pay or acting rate of pay, whichever is applicable, for overtime at the following rates, in 1/2-hour increments:

1. FLSA rate compliance (hours in excess of 182 worked in a 24-day cycle)  
1.5 X regular rate.
2. Holdover (non-holiday): 1.5 X regular rate.

3. Callback for training or other than specified in this Agreement: 1.5 X regular rate, 2 hour minimum.
4. Callback for staffing: 1.5 X regular rate, 4 hour minimum.
5. Special over time: 1.5x regular rate, 2 hour minimum.
6. Callback for emergency, investigation, or holidays; and holdover on holidays: 1.5 X 40-hour rate.
  - a. Holdover, ½ hour minimum.
  - b. Emergency and investigation, 2 hour minimum.
  - c. Staffing, 4 hour minimum.
6. Members who agree to participate as part of the City's participation in non-city events (state forestry, etc.) will follow the overtime guidelines of the agency that is directing their work. Payment will be under federal guidelines as outlined under payroll recording keeping guidance for career firefighters as outlined by the US Fire Administration.
7. Mandatory Holdover Overtime (forced): 1.5 X 40 hour rate. Holiday: 2 X 40 hour rate

- B.** The 40-hour rate for Members working a suppression schedule is calculated by multiplying the Member's regular rate by 56 and then dividing that amount by 40.
- C.** Compensatory Time: 40-hour members can accrue Comp time in lieu of overtime, at the member's discretion, at the appropriate OT rate. Comp. Time off shall be taken in the same manner as annual leave, subject to federal and state law.

#### **16.4 Official Travel Outside City**

- A.** Members designated by the Fire Chief either to receive job-related training or education or to represent the Department/City at conferences or meetings at locations other than within the Fairbanks North Star Borough, shall have all expenses for transportation, meals, and lodging prepaid to the vendor by the City.
- B.** When prepayment to a vendor is not possible or is impractical, the Member shall be reimbursed for actual cost of air transportation, ground transportation, and lodging (receipts are required for reimbursement) and per diem shall be paid to the Member prior to the Member departing Fairbanks.
- C.** Per diem shall also be paid when the Member is away on authorized business for less than a 24-hour day not involving overnight lodging.
- D.** Per diem shall be \$40.00 per day.



- E. Per diem shall be \$25.00 when the attendance required for training, education, or at conferences or meetings exceeds seven days. This rate begins on the eighth calendar day.
- F. Per diem shall not be provided when costs for air transportation, ground transportation, lodging, and meals are paid by another agency other than the City.

## **ARTICLE 17: PERSONNEL RECORDS**

### **17.1 Record Keeping**

A Member's official personnel file may include, but shall not be limited to, the Member's application, reports of results of pre-employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, and survivor benefit forms. The Member's personnel file shall be maintained by the Mayor or his designee. A partial working duplicate of said file may be kept at the headquarters fire station and maintained by the Fire Chief.

### **17.2 Records Access**

An individual Member and the Union shall have access to Members' personnel files and the right to examine all records pertaining to Members for matters covered by this Agreement, on proper advance notice to the City, subject to the City's rights of attorney client communications, attorney work product, executive privilege, public deliberative process privilege, or other judicially recognized privilege.

### **17.3 Records Confidentiality**

To the extent permitted by law, records in the personnel file shall be held confidential and not released to persons not authorized access under this Article, unless sought by court order or subpoena. Personnel records may always be inspected by the Fire Chief or other appropriate personnel as determined by the Mayor.

### **17.4 Records Contents**

- A. Members have the right to comment, in writing, upon items contained in their personnel file. Before any adverse comment or document is placed into a Member's personnel file, the Member shall be made aware of the comment or document. The Member has the right to file a written response to the adverse material, and the Member's response will be contained in the personnel file.

- B. Personnel records will not be used as a private dossier on Members, nor shall they contain any materials which a Member has not seen or had the opportunity to comment on.

### **17.5 Disciplinary Actions**

- A. A record of the following disciplinary actions shall be placed in the Member's personnel file:
  - 1. Written reprimand(s)
  - 2. Suspension(s) without pay
  - 3. Involuntary transfer(s)
  - 4. Demotion(s)
  - 5. Termination
  
- B. This does not prevent a Member's immediate supervisor(s) from maintaining a file(s) containing information intended to assist the supervisor(s) in evaluating the Member or to serve as a record of counseling, warnings, and/or oral reprimands. A Member has a right to inspect said file(s) upon reasonable notice in the presence of the supervisor(s).

### **17.6 Disciplinary Action Expiration**

Documents reflecting disciplinary action contained within a Member's personnel file, which are dated five years or older, shall not be considered for use at subsequent disciplinary proceedings or promotional board review.

### **17.7 Union Access to Information**

It is recognized that in the course of the Union's efforts to represent its Members and bargain in good faith, it may legally obtain certain information from the City that could be considered confidential under local, state, or federal law. The parties agree that the primary consideration in obtaining such material is the furtherance of the bargaining and representation positions that may be taken by the Union and that frivolous and unnecessary dissemination shall constitute a violation of this Article. Reasonable usage within the context of lawful lawyer/client privilege, duty of fair representation issues, and any constitutionally protected right shall not constitute a violation of this Article.

### **17.8 Indemnification**

- A. In the event any claim or claims are made by a person or persons against any Member for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the City and any liability which

is incurred by a Member covered by this Agreement as a result of the claim or claims shall be paid by the City. Any claim or claims, or liability resulting there from, shall not be paid by the City if the claim or claims are based upon acts or omissions of any Member resulting from recklessness, gross negligence or intentional misconduct.

- B.** In the event the City resolves an action or claim involving a Member for purely pragmatic reasons not involving any misbehavior by the Member, the City will issue a letter to the Member stating the reasons for the settlement, with a copy placed in the Member's personnel file.
- C.** 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 shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the Member shall prevail.

## **ARTICLE 18: ENVIRONMENT**

### **18.1 Environment**

- A.** The City and the Union recognize the importance of maintaining a safe, healthy, and sanitary working environment.
- B.** Suppression Members are required to work and live within quarters provided by the City for a significant part of the work year. Standards for living and working conditions will help ensure the readiness of Members to carry out their duties.

### **18.2 Station Environment**

- A.** All fire stations shall have dormitory facilities, which include institutional standard beds, sanitary mattresses and bed linen. Station air quality, lighting, and temperature control shall meet applicable State adopted standards.
- B.** Adequate supplies of hot water for dish washing and showering must be available always. If hot water is not available in a manned station, Members will be permitted to use the facilities in other stations.
- C.** All stations shall have bathroom facilities and shower stalls which should be vented and isolated, in accordance with applicable local health codes.
- D.** All stations shall have kitchen facilities, which include the following major appliances: stove (4 burner minimum), refrigerator/freezer, dishwasher, and microwave oven(s). The appliances shall be no smaller than those currently

provided at each manned station. Each station shall have facilities for washing and drying uniforms. The City will provide for the cleaning of turnouts by using a commercial cleaning company or by providing suitable turnout washing machine(s).

- E. All stations shall include a habitable living area, which includes usable furniture.
- F. All areas covered under Section 18.2, Station Environment, are not applicable during area wide emergency, i.e. power outage, earthquakes, etc.

### **18.3 Station Equipment**

- A. The City agrees to repair or replace kitchen appliances and utensils, station furniture, bedding, and heating and cooling equipment in a timely fashion as they wear out.
- B. A Station Facilities Committee consisting of the Fire Chief, an additional City representative, and two representatives from the Union shall determine the future environmental needs of the fire station(s) and schedule repairs/purchases on a priority basis, as funding becomes available.

### **18.4 Parking**

- A. The City shall provide parking facilities and electrical connections for head bolt heaters at existing installations and at any newly constructed fire stations.
- B. Head bolt heater outlets shall operate 24 hours per day when the outside temperature is either 10° F or the temperature recommended by the Fairbanks North Star Borough Department of Environmental Services, whichever is warmer. The City will endeavor to provide outside parking areas with snow removal and sanding for icy conditions.

## **ARTICLE 19: PROMOTIONS AND PROBATIONARY PERIODS**

### **19.1 Promotional Process**

- A. The regular promotional list [hereinafter the “list”] will go into effect January 1 of odd numbered years.

- B. The renewal process and notification of regular promotional test dates will be posted at least three months prior to the date of the written exam, which shall be held during the final quarter of each even numbered year.
- C. Any changes to the resume grading requirements will be posted 12 months prior to the promotional test.
- D. In the event the list is exhausted prior to the expiration date, a new list shall be established. Such list shall be good until the next regular list is established. In the event that the list is exhausted 9 months or less prior to the next regular promotional test, the Fire Chief may choose to not test until the next regularly scheduled test.
- E. The Department will strive to post the regular list before the expiration of the previous list.
- F. An applicant must turn in the completed written test application to the Fire Chief at least six weeks prior to the scheduled exam date.
- G. An applicant must have signed for a receipt of the qualification list at the time of receiving study material.
- H. Time in classification requirements are based on the date the list goes into effect.

## **19.2 Eligibility Requirements**

### **A. Driver Engineer:**

1. Have a minimum of three years of experience in fire suppression with the Department;
2. Shall be checked out on listed apparatus at least one week prior to the exam date using current check off standards;
3. Pass the Department's written test; and
4. Be a State of Alaska certified Firefighter II.

The Union and the City shall meet and confer about adding language for practical testing and/or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

### **B. Captain:**

1. Have a minimum of three years of experience as a driver/engineer in the Department, or have 10 years of total department experience;

2. Non- driver/engineer applicants must be checked of on all listed apparatus one week prior to the exam date using current check off standards; and
3. Pass the Department's written test.

The Union and the City shall meet and confer about adding language for practical testing and/ or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

**C. Battalion Chief:**

1. Have a minimum of three years of experience as a captain in the Department; and
2. Pass the Department's written test.

The Union and the City shall meet and confer about adding language for practical testing and/ or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

**D. Deputy Fire Marshall I:**

1. Have a certification as I.C.C. company officer fire code inspector or equivalent.

**E. Deputy Fire Marshall II:**

1. Be certified as an I.C.C. fire code inspector or equivalent and national or Alaska Certified Fire Investigator; and
2. Have a minimum of three years of experience as a Deputy Fire Marshal I or equivalent.

**F. Deputy Fire Marshall III:**

1. Have an associate's degree in fire science or higher degree in a related field or the equivalent thereof by work experience, as set forth below in this section;
2. Have a minimum of five years of experience as a Deputy Fire Marshal II or equivalent;
3. Have maintained certification as a national or state certified fire investigator and I.C.C. fire code inspector; and
4. Be certified as an I.C.C. Fire Plan Examiner.

**G. Paramedic Selection:**

1. Criteria used to select a candidate for initial City sponsored paramedic training shall be:
  - a. Hold the classification of Fire Fighter, Driver, or Captain;
  - b. Completed initial hire probationary period in fire suppression by the effective date of the Selection List;
  - c. Drivers will be ranked below all the Firefighters who have taken the test. Captains will be ranked below the Drivers;
  - d. Seniority shall be based on continuous time in service with the Fairbanks Fire Department as defined in Section 19.3A; and
  - e. Successfully complete all entry requirements of the paramedic training school being used (pass/fail).
2. The City shall send two members to paramedic school during the three-year period following the signing of this agreement.

### **19.3 Promotional Testing**

#### **A. Promotional Seniority**

1. Based on the date the list is to take effect;
2. .25 points per full calendar month with no points given for partial months, for a maximum of 20 years or 60 points;
3. Promotional seniority applies to continuous time spent in the Department;
4. A full month is credited when an individual was hired/promoted on the first, second or third of the month. This applies to suppression Members and 40-hour Members.

#### **B. Written Exam**

1. Minimum passing score is 70%.
2. The selection of an up-to-date bibliography (study resources) will be done by mutual agreement of the Fire Chief and a Union representative. The Union will provide the Fire Chief with the name of a Member from each classification to be tested for, who will coordinate with the Fire Chief for bibliography selection. However, the Fire Chief has the right to reasonably reject any such person whose name has been provided by the Union. In the event of a rejection, the Union shall without delay provide the name of a different person.
3. The Fire Chief will make arrangements for all on duty Members to take the exams at no loss of leave time or standbys to the Member.

### **C. Oral Exam and Board**

1. An oral board ("Board") shall be composed of five persons as follows:
  - a. Three City representatives of whom one will be a city employee and one will have a fire service background (for the Paramedic board one will have a medical background);
  - b. If the Fire Chief is doing the Chief's Interview, they may not participate in the Oral exam;
  - c. A Member who holds, or has held, the classification being tested for, with the selection of said Member to be by the Union; and
  - d. A representative of the Union.
2. The Board shall formulate up to 10 questions to be asked of each applicant for a particular classification. Applicants for the same classification shall all be asked the same questions.
3. Each question shall be worth a maximum of five points, with five being the highest score. Each member of the Board will assign points to each applicant's answer to each question. The total of the Board's points assigned to each answer shall be tallied and divided by the number of Board members to arrive at an average score for each answer.

### **D. Resume**

1. The Board shall also consider an applicant's resume. Resumes shall be turned into the Fire Chief one week prior to the Oral Boards.
2. The HR office will submit, with the applicant's resume, a list of any disciplinary action that the Member may have received, up to five years prior to the promotional exam.
3. The selection of grading requirements will be done by mutual agreement of the Fire Chief and the Union President.
4. Each member of the Board will assign a score to each applicant's resume. The total of the Board's points assigned shall be tallied and divided by five to arrive at an average score for this part of the exam.

### **E. Chief's Interview**

The Fire Chief shall conduct an interview of the applicants in a manner deemed appropriate. Whatever process the Chief chooses, it must be clearly stated before the written test and must be consistent throughout the process.



#### **19.4 Promotional List**

- A.** The promotional list shall be established by combining the category scores in the following manner:
1. Written exam = 40%
  2. Oral exam = 30%
  3. Resume (scored by oral board) = 10%
  4. Chiefs Interview = 10%
  5. Seniority points = 10%
  6. Total = 100%
- B.** The list shall be established by ranking the Member with the highest point total as number one, the Member with the next highest points as number two, and will continue in this manner until all qualified applicants are sequentially listed. The Fire Chief will promote from the top of the list.

#### **19.5 Probation Status**

A Member who accepts any promotion to a classification covered by this Agreement or any position with the City that is not within the Union covered by this Agreement will be able to return to his previously vacated classification for any reason during the time the Member is on probation in the promoted position. If a Member returns to his former classification, he will be placed at the bottom of the promotional list from which he vacated.

#### **19.6 New Hire Probationary Requirements**

- A.** Evaluations shall be done by shift officers, as coordinated by the Battalion Chief, at two months and six months.
- B.** Complete skills check off sheets that are based on NFPA fire fighter I qualifications and
- C.** Successfully complete a practical exercise that is based on the skill sheets.
- D.** After successfully completing above subsections B and C, above, the person shall be counted for "minimum staffing".
- E.** Standard new hire probation is six months but may be extended by the Fire Chief up to twelve additional months.

#### **19.7 Promotional Probationary Period**

- A. Standard promotional probation is six months but may be extended by the Fire Chief up to twelve additional months.
- B. Evaluations shall be done by shift officers, as coordinated by the Battalion Chiefs, at two months and five months, except that Battalion Chiefs shall be evaluated by the Fire Chief or designee.
- C. A Member, who does not successfully complete probation, will be returned to the classification held prior to promotion without loss of classification seniority. Such Member's name shall be removed from the promotional list.

### **19.8 Voluntary Demotion**

- A. A Member who takes a voluntary demotion will be placed on the bottom of the promotional list of the vacated classification until the next promotional list is posted. If the voluntary demotion is after the deadline for signing up for the promotional process, the Member will be placed on the bottom of the new list.
- B. A Member who declines a promotion will be placed on the bottom of the current promotional list. If the Member is the only person on the list, the list will be considered exhausted.
- C. A Member must re-test once the list they have Voluntarily demoted to expires. Members who do not choose to re-test may not work in the position they demoted from under the previously held classification rules.

## **Article 20: EMPLOYEE PROFESSIONAL STANDARD OF BEHAVIOR & PROVISIONS RELATING TO DISCIPLINE AND FORMAL INVESTIGATIONS**

### **20.1 Duty of All Fire Department Employees**

Since the public literally places their lives and property in the hands of Fire Department employees, it is essential that the public has full trust in Fire Department employees. In the course of their service to the public, Fire Department employees render service to the vulnerable and have direct access to private areas of residential, retail, and commercial property. The parties to this Agreement recognize that Fire Department employees have the duty to serve the City with complete professionalism, honesty, integrity, and dedication at all times. This includes the duty to:

- A. Treat the public and fellow employees with respect;
- B. Make suggestions to improve service;

- C. Truthfully cooperate in informal and formal investigations, provided that an employee being interviewed shall be informed that failure to answer questions directly related to the investigation can result in disciplinary action, which may include discharge;
- D. Recognize that there is no employee expectation of privacy for City-owned vehicles, public work areas, or desks. Employee lockers and dormitories may only be inspected in the presence of the employee or in the absence of the employee with the employee's consent;
- E. Report violations of laws, Department Rules and Regulations, and Standard Operating Procedures; and
- F. Behave in a manner that inspires public trust and support.

## **20.2 Added Duty of Fire Officers**

The day-to-day operation of the Fire Department is entrusted to the Fire Officers. Fire Officers have the additional responsibilities beyond Section 20.1 to:

- A. Manage the safe and efficient operation of the department;
- B. Cooperate with other agencies; and
- C. Give verbal and written discipline of subordinates if needed.

## **20.3 Just Cause for Disciplinary Penalty**

Just cause must exist for the issuance of any disciplinary penalty. Notwithstanding any other definition or test(s), "just cause" to impose a disciplinary penalty under this agreement shall mean:

- A. Members are informed of behaviors which breach their duty as employees.
- B. A fair and impartial investigation will be conducted before the disciplinary penalty is imposed.
- C. In any review of disciplinary action by an arbitrator, the standard of proof by the City is the preponderance of the evidence – a finding that the evidence shows it is more likely than not that behavior occurred which breached the Member's duty.

- D. Rules are evenly applied; provided that disciplinary penalties in particular situations may vary subject to subsection E, below.
- E. The totality of the individual Member's work record is considered in imposing a penalty; it may be appropriate to impose different disciplinary penalties for the same breach of duty to different Members in light of their employment history.
- F. Discipline shall normally be constructive and progressive; except that the parties recognize that certain conduct that is so obviously serious that the Member is expected to know that a disciplinary penalty beyond a reprimand may be imposed without express warning or prior discipline.

#### **20.4 Disciplinary Representation**

Members shall be entitled to representation by the Union during a formal investigation. In addition, Members are entitled to Union representation when they are interviewed or questioned in the course of an informal investigation.

#### **20.5 Formal Disciplinary Investigations**

The following provisions shall apply to an interview of a Member who is the subject of a formal disciplinary investigation:

- A. A Member under formal investigation shall be informed by the City, in writing, of the nature of the investigation and provided a copy of the alleged violation(s) within two business days for 40-hour employees and ten calendar days for suppression employees from the date the formal investigation is initiated by the Fire Chief. In addition, the City will notify the Member and Union President verbally the day any formal investigation is initiated. For purposes of this sub-section, if either the Member or Union is unavailable, voicemail or email notice shall suffice.
- B. Except in those instances in which the City Attorney determines that the identity of the complainant should remain confidential to safeguard the interests of the City or complainant, or where the identity of the complainant is unknown, subject Members will be advised of the name(s) of the person(s) alleging the violation.
- C. The Union shall be informed, in writing, of a formal investigation concerning a Member which could lead to disciplinary action.
- D. Interviews shall be conducted at a reasonable hour and not exceed a reasonable length of time, preferably during the time a Member is on duty. A Member shall be compensated at the FLSA rate if the interview occurs during off duty time.

- E.** The interview may be recorded, and if it is, the Member shall have access to the recording. The interviewed Member shall also have the right to bring their own recording device and record all aspects of the interview and, if they do, the Member shall provide access to the recording to the City. No recording device shall be used by any party unless the Member and the City are made aware of the fact prior to such interview. The Member shall be entitled to any transcription of the recording, if such is prepared.
- F.** The Executive Board will be notified, in writing, of the final outcome of formal investigation.
- G.** Upon completion of a Formal Investigation and subject to the City's rights to confidential attorney-client communications or attorney work product, the Union shall have the right to examine all records pertaining to the Formal Investigation.
- H.** No Member shall suffer a reduction in pay or benefits prior to imposition of a disciplinary penalty.
- I.** Subject to Section 17.5, all formal disciplinary penalties shall be recorded in the Member's Personnel File and shall constitute the official record to be used in disciplinary actions and any subsequent consideration for promotion.

## **20.6 Pre-disciplinary Meeting**

- A.** In the event the Fire Chief recommends that a non-probationary Member be suspended without pay, demoted, or involuntarily terminated, the Member will be notified, in writing, of the reasons for proposed discipline.
- B.** Any non-probationary Member who receives a notice of proposed suspension without pay, demotion, or discharge may, within three calendar days from the date of receipt of the notice of proposed action, request a pre-disciplinary meeting with the Mayor before a final decision is made. After the request is made, such meeting shall be held within three calendar days, unless an extension is mutually agreed upon. The meeting shall be informal, but the Member shall be entitled to Union representation. The Member shall be placed on paid administrative leave pending the meeting with the Mayor.
- C.** This Section does not apply to termination of probationary Members. A probationary Member who is terminated will be released from completing the balance of the shift but shall be paid through the end of shift. A terminated probationary Member is free to request a post-termination meeting with the Mayor. The Mayor has the option to agree to the meeting request.

## **20.7 General Guidelines**

- A.** The City will not cause or require the Member under investigation to be subjected to visits by the press or news media nor shall the Member's home address, telephone number, or photograph be given to the press or news media by the City without the Member's express consent.
- B.** Other than to report whether an administrative investigation is underway, neither the City nor the Union, or any of its Members, will give the press or news media any information concerning the investigation until the investigation has been closed.

## **20.8 Outcome of Formal Investigations**

All formal investigations will include one of the following dispositions for each allegation:

- A.** "Substantiated" means that the act of misconduct or violation complained of occurred.
- B.** "Unsubstantiated" means that there was insufficient evidence to prove or disprove the allegation.
- C.** "Exonerated" means that the act alleged did occur but the Member's actions were lawful and proper.
- D.** "Unfounded" means that the act alleged did not occur.
- E.** "Other Misconduct Noted" means the investigation revealed an act of misconduct or violation not alleged in the complaint.
- F.** "Withdrawn Complaint" means either the complainant has decided against pursuing the matter or failed to cooperate to the extent necessary to complete the investigation.

## **Article 21: TRAINING AND PROFESSIONAL DEVELOPMENT**

### **21.1 Essential Training**

The City will provide, at no cost or loss of time (on pay status during training) to Members, training which is essential to the operation of the Department or as required by the Department.

## **21.2 Specific Training**

### **A. All Members**

1. Hazardous Materials Operations level training and required refresher training;
2. Emergency Medical Technician I training;
3. Emergency Medical Technician I, II, or III (whichever is appropriate), refresher training;
4. Continuing Medical Education (CME) as required by the State;
5. Cardio-pulmonary Resuscitation (CPR) training;
6. Training deemed necessary by the City's physician sponsor; and
7. Firefighter I & II.

### **B. Paramedics**

1. Initial paramedic instruction and required internship;
2. Advanced Cardiac Life Support (ACLS), complete course every two years;
3. Pediatric Advanced Life Support (PALS), complete course every two years;
4. Biannual refresher training as required by the National Registry of Paramedics for maintenance of national registry certification;
5. Continuing Medical Education (CME) as required by the State; and
6. Training deemed necessary by the City's physician sponsor.

### **C. SCBA Technicians**

1. SCBA Level II, III technician training and required refresher training; and
2. Members responsible for air (breathing) compressor maintenance shall receive training as required by the equipment manufacturer and applicable regulations.

**D.** The City shall provide for the reasonable cost of training, but not including on-duty time or overtime, of any Member desiring to become an EMT II and/or EMT III. The City shall provide for administrative leave if staffing permits.

### **E. Training Administration**

1. The City will provide the mechanism for Members to take the initial certification or recertification practical and opportunity to take the written exam for certification.
2. Training listed in this Section 21.2 will be scheduled at least 60 days in advance and posted in writing.

### 21.3 Training Allowance

In an effort to provide Members with educational opportunities and thereby better serving the public, it is agreed that each Member shall be provided with the following annual training allowance, based on rank, to be used for job related education and/or training:

Firefighter and Deputy Fire Marshall	\$500
Driver and Deputy Fire Marshall II	\$500
Captain and Battalion	\$500
Paramedic	\$500

#### A. Training Allowance Administration

1. Training received under this program shall be determined by the Member and shall be related to fire suppression, fire investigation, fire prevention, emergency rescue, hazardous materials mitigation, and/or emergency medical treatment. Officers and Deputy Fire Marshall III may also include management training.
2. The Paramedic allowance is for paramedics only and is in addition to the allowance based on rank. This allowance may only be used for emergency medical training. The Paramedic allowance may be used in combination with the allowance based on rank for emergency medical training.
3. Allowance may not be used for training required by the City and/or training received while on duty.
4. Allowance may be used for any necessary combination of:
  - a. Tuition, seminar cost, etc.
  - b. Required fees and supplies
  - c. Transportation, transfers, vehicle rental
  - d. Lodging
  - e. Per diem
5. Members shall participate in training under this program during off-duty hours using any combination of annual leave, stand-bys, and/or off-duty days.
6. Members shall be covered by workers' compensation while participating in training and while traveling to or from training.
7. Application for training under this section must be made prior to November 1 of each year. Any unused funds will be rolled over to an individual's account. An individual's account will be capped at \$1,500 (\$3,000 for Paramedics). Any amount over the cap will be returned to the City.



## **ARTICLE 22: DEFINITIONS**

**Administrative Officer** – Battalion Chief or Captain whose duties include training of personnel, functioning as a Safety Officer and other duties as assigned by the Fire Chief. An Administrative Officer may fill in for a suppression Battalion Chief or Captain in accordance with Section 6.11.

**Base Rate** – the hourly rate for a classification.

**Calendar Year** – January 1 through December 31.

**Callback** – Off-duty Member who is contacted and comes to work when not scheduled

**City** – City of Fairbanks

**Classification** – Department rank or position.

**Day** – in computing any time prescribed or allowed, the day of the act or event from which the time begins to run is not to be included.

10 days or less: weekends and holidays are excluded

11 days or more: no days are excluded.

If the final day of the time period falls on a weekend or holiday, then the weekend following will be considered the final day.

**Department** – Fire Department of the City of Fairbanks.

**Disciplinary Penalty** – includes oral reprimand (the existence of which may be confirmed in writing), written reprimand, suspension without pay, disciplinary transfer, demotion or discharge.

**E.M.T.** – Emergency Medical Technician levels as defined by the State. See 7 AAC 26.010- 26.150, as amended.

**F.G.C.** – Fairbanks General Code of Ordinances.

**F.L.S.A.** – Federal Fair Labor Standards Act.

**Fire Chief** – person designated to have administrative authority over the Fire Department designated by the City as Fire Chief, Department Head or otherwise designated.

**Investigation, formal** – the process, beyond the Informal Investigation/Fact Finding, to determine the extent and/or validity of an allegation of a rule violation, misconduct, or other wrong doing.

**Investigation, informal** – the initial determination of facts leading to the formulation of an allegation of a rule violation, misconduct, or other wrong doing.

**Layoff** – a reduction in the number of Members employed within the Department due to a shortage of funds, a lack of work or other material changes which are outside a Member's control and which do not reflect discredit upon the service of the Member.

**Mayor** – Mayor of the City.

**Member** – an employee working in a job classification who holds membership or agency fee status in the Union and is currently employed and working in the Department.

**P.E.R.A.** – State of Alaska Public Employment Relations Act.

**Platoon** – the suppression schedule employees assigned to work at the same time and on the same schedule, designated by the letters A, B, and C (previously referred to as A Shift, B Shift, and C Shift).

**Qualification** – additional responsibility above the classification. Current qualifications are:

- A. Paramedic;
- B. Acting Battalion Chief;
- C. Acting Captain; and
- D. Acting Driver.

**Rules & Regulations** – work rules promulgated by the Fire Chief, with review by the Union, governing work performed by employees.

**Shift** – a 24-hour block of assigned work time beginning at 8:00 a.m. and ending at 8:00 a.m. on the following day.

**S.O.P.** – Standard Operating Procedures governing the day to day operations of the Fire Department.

**Source Platoon** – the platoon from which a member is being transferred.

**Target Platoon** – the platoon to which a member is being transferred.

**Tour** – the regularly assigned schedule for suppression schedule employees consisting of 48 hours on duty (2 Shifts) with 96 hours off duty.

**U.L.P.** – Unfair Labor Practice as outlined by P.E.R.A.

**Union** – the Fairbanks Fire Fighters Union, Local 1324 of the International Association of Fire Fighters (IAFF).

City of Fairbanks

Fairbanks Fire Fighters Union

---

Jim Matherly, Mayor

---

Scott Raygor  
President IAFF Local 1324

## Appendix A. – Drug Testing

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable Articles of the CBA between the City of Fairbanks and the Fairbanks Fire Fighters, Local 1324, IAFF.

### Section 1 Policy:

The City of Fairbanks and the Fairbanks Fire Fighters, Local 1324, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

### Section 2 Informing Employees About Drug and Alcohol Testing:

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within 1 year of completing an appropriate rehabilitation program.

### Section 3 Employee Testing:

Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy.

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$30,000); or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or A pattern of abnormal conduct or erratic behavior; Or An arrest and conviction of a drug related offense; Or Information

provided by reliable and credible sources that have been independently corroborated.

#### Section 4 Sample Collection:

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the City of Fairbanks. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician. Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the City of Fairbanks agree that security of the biological urine and blood samples is absolutely necessary; therefore, the City of Fairbanks agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes. Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least 12 months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

#### Section 5 Drug Testing:

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

- Marijuana metabolites 100 ng/ml
- Cocaine metabolites 300 ng/ml
- Opiate metabolites [1] 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines 1,000 ng/ml

[1]: If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

- Marijuana metabolites [1] 15 ng/ml
- Cocaine metabolites [2] 150 ng/ml
- Opiates Morphine 300 ng/ml
- Codeine 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines
  - Amphetamine 500 ng/ml
  - Methamphetamine 500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid

[2] Benzoyllecgonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

#### Section 6 Alcohol Testing:

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Fairbanks Police Department. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

#### Section 7. Medical Review Physician:

The Medical Review Physician shall be chosen and agreed upon between the Union and the City of Fairbanks and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical

factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

#### Section 8 Laboratory Results:

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

#### Section 9 Testing Program Costs:

The City of Fairbanks shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

#### Section 10 Rehabilitation Program:

Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following 12 months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the City of Fairbanks for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the 12-month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent 12-month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

#### Section 11 Duty assignment after treatment:

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and 2 years have passed since the employee entered the program,

the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

**Section 12 Right of appeal:**

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

**Section 13 Union held Harmless:**

This drug and alcohol testing program was initiated at the request of the city of Fairbanks. The City of Fairbanks assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

**Section 14 Changes in Testing Procedures:**

The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

**Section 15 Conflict with Other Laws:**

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.



**Consent and Release Form for Drug/Alcohol Test Program:**

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department’s drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department’s Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within 1 years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

\_\_\_\_\_  
Printed or typed name of employee


\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

**City of Fairbanks**

**From the  
Office of the City Attorney**

## **MEMORANDUM**

**TO:** Mayor Matherly and Councilmembers  
**FROM:** Paul Ewers, City Attorney   
**SUBJECT:** AMLJIA Board of Trustees – reappointment  
**DATE:** June 18, 2018

---

I am currently a member of the Board of Trustees of the Alaska Municipal League Joint Insurance Association. My term expires this fall, and I would like to seek reappointment. As I have done in the past, I am seeking the Council's consent before accepting another term.

In January of 2014, I was appointed to the Board of Trustees to serve out Patrick Cole's remaining term. Patrick had been the Chair of the Board before his untimely death in November of 2013. I was reappointed in the fall of 2014 for a full two-year term and again in the fall of 2016.

The AMLJIA is a not-for-profit corporation formed in July of 1988 by the Alaska Municipal League to provide insurance and risk management services to AML member municipalities and school districts. The City of Fairbanks is a member and participant. The Board of Trustees directs the professional staff and sets policy for the organization. The Board meets four times a year. Board members are not compensated but are reimbursed for approved travel expenses.

Serving on the Board of Trustees does involve a commitment of time, including out-of-town travel four times per year (usually just one day) and meeting preparation time, but I do not believe the commitment of time is such that it interferes with my duties as City Attorney. In fact, serving on the Board has proven valuable in carrying out my risk management duties for the City. Plus, I feel it is important for the City of Fairbanks to have a representative on the Board of Trustees, especially since I am currently the only Board member from Interior Alaska.

This memo will be listed on the consent agenda under "Communications to Council." If you have any questions, please feel free to pull it from the consent agenda.

*City of Fairbanks*



MEMORANDUM

To: City Council Members  
From: Jim Matherly, City Mayor  
Subject: Request for Concurrence – Fairbanks Diversity Council  
Date: June 18, 2018

---

A handwritten signature in black ink, appearing to be "JM", is written over the "From" and "Subject" lines of the memorandum.

The term of Seat J on the Fairbanks Diversity Council, currently filled by Mr. Doug Toelle, will expire on June 30, 2018.

Mr. Toelle has applied for continued service on the Council. I hereby request your concurrence to the following **reappointment**:

Seat J: Mr. Doug Toelle Term to Expire: June 30, 2021

Mr. Toelle's application and resume are attached.


Thank you.

dds/




# FAIRBANKS DIVERSITY COUNCIL

## BOARD DETAILS




**OVERVIEW**




**SIZE**

18 Seats



**TERM LENGTH**

3 Years



**TERM LIMIT**

N/A

The purpose of the Fairbanks Diversity Council (FDC) is to provide a citizens' forum to the City Council and the Borough Assembly, provide advice and recommendations to promote equal opportunity for all members of the public, serve as a diversity advisory board, and recommend adoption of a Diversity Action Plan.

The Fairbanks Diversity Council has adopted the following Mission Statement:

The City of Fairbanks recognizes that our community is a diverse one, with a wide variety of ethnic backgrounds, cultures, beliefs and orientations and recognizes this diversity as an asset and resource for our community. The establishment of a Fairbanks Diversity Council can provide the City Council and Fairbanks North Star Borough Assembly with advice and recommendations to promote equal opportunity for all members of the public.



### BOARD/COMMISSION CHARACTERISTICS

**DETAILS**

The FDC will consist of 15 voting members, 12 of which will be appointed by the City Mayor and subject to approval by the City Council. All members must be members of the Fairbanks community. Three of the voting members will be appointed by the Fairbanks North Star Borough (FNSB) Mayor, subject to confirmation by the Borough Assembly. All appointments of the public members shall be for three-year terms, without compensation. The City Mayor shall serve as non-voting Chairperson. A First Vice-Chairperson and a Second Vice-Chairperson shall initially be appointed by the City Mayor from the membership, subject to the approval of the FDC. Following initial appointments, Vice-Chairpersons will serve one year in each position progressively: Second Vice-Chairperson, First Vice-Chairperson, then Past Vice-Chairperson. A new Second Vice-Chairperson will be appointed by the City Mayor every July, with approval of the membership. Upon approval of the appointment, the progression of Vice-Chairpersons will take place. If a Vice-Chairperson vacates their position before the progression is complete, the City Mayor will appoint a replacement, subject to the approval of the membership. The FDC may organize committees and adopt administrative rules and procedures to accomplish its purposes.

### MEETINGS

A quorum shall be necessary to conduct a meeting. A quorum shall consist of eight public voting members of the FDC. The business of the FDC shall be transacted by a majority vote of voting members present after a quorum is established. All meetings shall be held, and notices and agendas shall be posted, in compliance with the Alaska Open Meetings Act. Meetings are held on the second Tuesday of each month at 5:30 p.m. in the City Council Chambers at City Hall. Minutes of FDC proceedings shall be kept and filed in accordance with applicable laws dealing with public records. In all matters of parliamentary procedure not covered by rules and procedures adopted under Ordinance No. 5939, the current version of Robert's Rules of Order will govern. The FDC shall keep permanent records or minutes of all meetings. The minutes shall promptly be filed in the office of the City Clerk and shall be open to public inspection. The City Clerk shall supply the FDC with administrative support.

---

[Meeting Minutes](#)

---

[Approved Resolutions](#)

---

**ENACTING LEGISLATION** FGC 2-231 through 2-235

---

**ENACTING LEGISLATION WEBSITE** <http://bit.ly/2yvhZqp>

---

**JOINT COMMISSION DETAILS** The FDC shall include 15 public voting members broadly selected to represent the diverse people of the Fairbanks community. Twelve members shall be appointed by the City Mayor subject to the approval of the City Council. Three members shall be appointed by the Fairbanks North Star Borough Mayor subject to the approval of the Fairbanks North Star Borough Assembly.

---

**EMAIL THE COMMISSION MEMBERS** [diversitycouncil@fairbanks.us](mailto:diversitycouncil@fairbanks.us)

### Profile

Douglas

First Name

Toelle

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

[Redacted]

Suite or Apt

Fairbanks

City

AK

State

[Redacted]

Postal Code

### Mailing Address

[Redacted]

### Are you a City of Fairbanks resident? \*

No

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Access Alaska

Employer

Advocacy Director

Job Title

### Which Boards would you like to apply for?

Fairbanks Diversity Council: Submitted

### Interests and Experiences

Question applies to Fairbanks Diversity Council

**Please tell us how your diversity will benefit and contribute to the mission and purpose of the Fairbanks Diversity Council. You may list any group, club, organization, etc. that you are formally affiliated with.**

---

As a disability rights advocate and as a person who experiences a disability I feel I bring a unique set of skills and knowledge to the Council. I also serve on the National Multiple Sclerosis Diversity Committee and the UAF Diversity & Inclusion Committee.

**Why are you interested in serving on a City board or commission? What experiences can you contribute to the benefit of the board or commission?**

---

I believe that diversity brings strength to an organization. I bring experience serving on other diversity committees and national, statewide and local boards. I have experience in creating and operating businesses and non-profits and can bring a business perspective to the board.

**Please provide a brief personal biography in the space below, or attach a resume.**

---

Resume attached

[Resume\\_Current.pdf](#)

Upload a Resume

**List any professional licenses or training you believe are relevant to the seat you are applying for.**

---

Life experience

# Douglas A. Toelle

~ Fairbanks, Alaska 99707 ~ Phone:

~ Email: d

## **Education Pacific Lutheran University, 1979**

Bachelor of Arts, Education

## **Professional**

**December 2010 – Present**

**Running Reindeer Ranch Owner**

Herdsmen, CIO, social marketing, receptionist, CFO, reservations specialist, janitorial, and whatever else is needed at our award winning tourist attraction, Running Reindeer Ranch..

"After just a few minutes communing with the ranch's herd of reindeer, it's hard not to get a little giggly.

Before long it seems like second nature being surrounded by the herd, and by the time you've exhausted your camera snapping photos, that's when the fun begins. You just settle into listening to owner Jane Atkinson, whose love for the natural world, animals she cares for, and indeed all of Alaska's wildlife, is infectious. The conversation flows and, in no time, it feels like you've made a new friend, and you start wondering if a life without a herd of reindeer makes any sense. " Fodor's Alaska 2015

\* Featured on BBC, Travel Channel and Animal Planet

\* Six year Certificate of Excellence Award winning attraction on TripAdvisor.

\* 2013 winner of the Fairbanks Convention and Visitors Bureau Jim and Mary Binkley Award for its creativity, innovation, courage and entrepreneurialism in the introduction of a new attraction for the benefit and enjoyment of **visitors to Fairbanks!**

**December 2006 – Present**

**Access Alaska**

## **Development / Advocacy Director**

Analyze, research, prioritize, draft, advocate for and monitor local, state and federal legislation and other barriers that impact Alaska's seniors and those with disabilities.

Access Alaska was created by people with disabilities for people with disabilities as a private, non-residential, consumer-controlled non-profit to provide independent living services to older Alaskans and those who experience a disability.

Inducted into the National Multiple Sclerosis Society Advocacy Hall of Fame

**April 2006 – December 2006**

**Denali Center – Fairbanks Memorial Hospital**

## **Project Manager**

Project manager for enterprise software initiatives, wireless communications, IT Intranet and other internal IT and strategic projects.

**Sept. 2005 – April 2006**

**Transaria, Inc/Alaska Wireless Cable.**

## **Sales Director - Alaska**

Lead development and sales efforts to establish a Fairbanks area wide WiMax wireless network for a Bozeman MT based Internet Provider.

**2002 - Present**

**The Numi Group, LLC.**

## **Managing Partner/Consultant**

Providing marketing, business development, project management, programming, training and consulting to mostly Alaskan clients. Clients include: Alaska Department of Labor, Alaska Housing Finance Corporation, Fairbanks Convention and Visitor's Center, National Science Foundation, State of Alaska Office of the Governor, The Fairbanks North Star Borough, University of Alaska College of Rural Alaska, University of Alaska E-health Programs, University of Alaska Information Technology Services, University of Alaska



Small Business Development Center, Walter R. McDonald & Associates, Inc.

**1999–2002** **Third Sector Technologies, Inc.**  
**Founder/President/Chief Executive Officer/Vice President**

Third Sector Technologies provided a wide range of integrated web based tools to nonprofit and governmental agencies to help them effectively and economically deliver their services.

**1999 - Present** **Information Insights, Inc.**  
**Vice President/Shareholder**

Information Insights, Inc., one of Alaska's leading public policy and management consultancies, specializes in research and facilitation in a broad range of disciplines at the cutting edge of Alaska's future. Areas of expertise include public health, education, economics, and a suite of interests related to rural and Alaska Native concerns such as energy, housing, and organizational development.

In addition to research and facilitation services, Information Insights has developed in-house expertise

in conference and event planning, communication and media planning, web development, and program evaluation. It provides administrative support for several statewide organizations.

**1997 – 1999** **PTI Communications/CenturyTel**  
**Internet Products Manager**

Managed all aspects of a 20,000 user Internet Service Provider.

**1994 - 1997** **PolarNet, Inc.**  
**Founder/President, CEO**

Founded Fairbanks' first Internet Service Provider. Through strategic partnerships, creative marketing, quality customer service and lots of sweat grew PolarNet to 4,000 Interior Alaska subscribers. Acquired customer base from ImagiNet, Inc. a competing Fairbanks area provider in 1995. Negotiated sales/marketing and billing relationships with the Fairbanks Municipal Utilities System and Alaska Power and Telephone Company. In 1997 PolarNet was acquired by PTI Communications, Inc.

**1989 - 1996** **University of Alaska Statewide**  
**Analyst/Consultant**

Microcomputer and Network maintenance, training, consulting, troubleshooting,. System Administrator for University of Alaska's Internet Gopher and World Wide Web Information Server. Provided consulting on Internet information technologies and techniques. Created first web server in Alaska. Offered microcomputer and Internet training to University faculty, staff and students.

**1989 - 1992** **Statewide Office of Land Management**  
**Information Systems Analyst**

Project leader and chief developer of Geographical Information System.

**1988 - 1992** **untitled, inc.**  
**Founder/President**

Macintosh database development, desktop publishing, consulting and training. Clients included Apple Computer, Inc., Nome Elementary School, All Alaska Weekly, Monroe Foundation, Fairbanks North Star Borough School District, and University of Alaska.

**1988** **Fairbanks Native Association**  
**Acting Director of Student Services**

Responsible for the following services:

*FNA Traditional School* - an alternative school program for Native kindergarten and first grade students. Responsible for hiring and supervision of teachers, communications with parents, compilation of academic data, analysis of student progress and creation of reports.

*Tutoring Program* - an academic tutoring program in five area high and grade schools.

Responsible for hiring and supervision of staff, maintaining open communication and

rapport with school authorities, compilation of academic data, analysis of student progress and creation of reports.

*New River Times* - a newspaper providing news of interest to Fairbanks area Native families. Responsible for gathering news, writing stories, page design and layout and mailing of newspaper.

**1985-1988**

**Fairbanks Native Association**

**Computer Lab Teacher/Coordinator**

Tutored Alaska Native/American Indian children ages 3 to 18, wrote grants, conducted research, and wrote educational software. Other responsibilities included hiring, purchase of equipment and staff development. Used CompuServe, Arpanet, BITNET and the newly developing Internet to link Native Alaskan children to children around the world

**1985 - 2000**

**Tanana Valley Community College/Tanana Valley Campus**

**Adjunct Faculty**

Taught various classes on Apple II, Macintosh software and Internet technologies.

**1979 - 1985**

**Immaculate Conception School**

**Elementary School Teacher**

Developed computer literacy program and curriculum, outdoor education program, and performed the many and varied functions and responsibilities of a classroom teacher. In 1981, while teaching second grade, I began using computers to help enhance logic skills, taught seven year olds computer programming, word processing, spreadsheet and database usage. Began using CompuServe to teach communications and writing skills.

**Affiliations**

**Current**

National Council on Independent Living Board Member

National MS Society Support Group Leader

National MS Society Alaska Leadership Council

City of Fairbanks Diversity Council

University of Alaska Fairbanks Diversity and Inclusion Committee

Nation Multiple Sclerosis Society Diversity Committee

FMATS Bikes and Peds Subcommittee

Unitarian Universalist Accessibility and Inclusion Ministry Consultant/Evaluator

**Past**

Access Alaska Vice President Board of Directors

Project Management Institute Member

Fairbanks Chamber of Commerce Member

IEEE Member

BreadLine, Inc. Board Member

Annual MS Walk Volunteer

Alaska High-Tech Business Council Board Member

Fairbanks North Star Borough Economic Development Committee Chairperson

Fairbanks Greater Chamber of Commerce Committee Member

Fairbanks Community Food Bank, Co-Founder, Past President and Board member

Alaska Bird Observatory, Past President and Board member

Fairbanks Convention and Visitors Bureau, Committee Member

Alaska Association for Computers in Education, Committee Member

Monroe Foundation – HIPOW, Committee Member, Volunteer

*City of Fairbanks*



**MEMORANDUM**

To: City Council Members  
From: Jim Matherly, City Mayor  
Subject: Request for Concurrence – Hotel/Motel Discretionary Fund Committee  
Date: June 18, 2018

---

A handwritten signature in black ink, appearing to be "JM", written over the "From:" line of the memorandum.

In December 2017 a member resigned from the Hotel/Motel Discretionary Fund Committee. To fill this vacancy, I hereby request your concurrence to the **appointment** of the following new member:

Seat E      Mr. Jim Soileau      Term to Expire: June 30, 2021

Mr. Soileau's application and resume are attached.


Thank you.

dds/



# HOTEL/MOTEL DISCRETIONARY FUND COMMITTEE

## BOARD DETAILS



**OVERVIEW**

- SIZE** 6 Seats
- TERM LENGTH** 3 Years
- TERM LIMIT** 2 Terms

The Hotel/Motel Discretionary Fund acts in an advisory capacity to the City Council; assures that funding is provided to organizations that guarantee the furtherance of the promotion of the tourist industry and other economic development and the funding of services for the general public; reviews applications from organizations applying for grant dollars and makes recommendations to the City Council for fund distribution; reviews Fairbanks General Code (FGC), Section 74 and makes recommendations to the City Council for modifications and/or additions.



### DETAILS

#### BOARD/COMMISSION CHARACTERISTICS

The Hotel/Motel Discretionary Fund Committee shall consist of five community members and a Council person who will function as the Chairman, all appointed by the Mayor. Each member shall serve a three-year term with a limit of two consecutive full terms.

#### MEETINGS

Hotel/Motel Discretionary Fund Committee Meetings are held annually in November and December at City Hall in the Council Chambers. Please contact the Office of the City Clerk for meeting dates and times.

[Meeting Minutes](#)

#### ENACTING LEGISLATION

FGC Chapter 74, Article IV, Hotel-Motel Tax

#### ENACTING LEGISLATION WEBSITE

<http://bit.ly/2Cv4euM>

#### JOINT COMMISSION DETAILS

N/A

#### EMAIL THE COMMISSION

[hotel-moteldiscretionaryfundcommittee@ci.fairbanks.ak.us](mailto:hotel-moteldiscretionaryfundcommittee@ci.fairbanks.ak.us)

**Profile**

James

First Name

Soileau

Last Name

[Redacted]

Email Address

[Redacted]

Street Address

[Redacted]

Suite or Apt

Fairbanks

City

AK

State

[Redacted]

Postal Code

**Mailing Address**

[Redacted]

**Are you a City of Fairbanks resident? \***

No

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

Mt. McKinley Bank

Employer

SVP/CFO

Job Title

**Which Boards would you like to apply for?**

Hotel/Motel Discretionary Fund Committee: Submitted

Finance Committee: Appointed

**Interests and Experiences**

**Why are you interested in serving on a City board or commission? What experiences can you contribute to the benefit of the board or commission?**

---

I was the COF Controller from February 2002 - March 2008, then the CFO from 2008 through October 2015. I am a CPA and have extensive knowledge of the City's financial processes, City Code and how the the Hotel/Motel Committee operates. I enjoy the government process and feel I can contribute my expertise to the Hotel/Motel Discretionary Fund Committee.

**Please provide a brief personal biography in the space below, or attach a resume.**

---

Attached

[Upload a Resume](#)

**List any professional licenses or training you believe are relevant to the seat you are applying for.**

---

Certified Public Accountant,

# JAMES NEIL SOILEAU, CPA

**OBJECTIVE:** Seeking position as Chief Financial Officer

**SENIOR VICE PRESIDENT/CHIEF FINANCIAL OFFICER** - MT. MCKINLEY BANK - NOVEMBER 2, 2015 - PRESENT

- Chief custodian of the assets and investments of the bank. Applies care and responsible judgment in the handling of the investments of the bank.
- Oversees the Accounting Department activities via the Controller.
- Oversees all internal and external financial reporting via the Controller.
- Attends all board meetings and presents the Statement of Condition and other financial reporting as requested or required.
- Serves as primary staff to the Funds Management Committee (ALCO). Ensures that the bank employs sound asset and liability management.
- Oversees the interest rate risk assessment process.
- Oversees the annual budgeting process.
- Working with the Controller and outside agencies, oversees the financial audit processes.
- Develops and implements financial institution fiscal plans and policies.
- Conducts employee evaluations, disciplinary actions, and interviewing of candidates for Controller position.
- Oversees the Human Resource Department activities via the Human Resource Manager.
- Maintains knowledge of applicable federal and state employment laws and practices to ensure compliance.
- Complies with all applicable regulations and laws pertinent to banking.

**CHIEF FINANCIAL OFFICER** - CITY OF FAIRBANKS - MARCH 2008 -OCTOBER 2015

- Responsible for providing finance administration including treasury operations, budgeting, financial reporting, issuing and administering debt, revenue collection and customer service, accounts payable, payroll, oversight of the annual financial audit, data processing operations, grants administration and long range fiscal planning
- Supervise and oversee the professional development of the accounting department's seven team members
- Responsible for the timely completion of the annual independent audit and the development of the annual budget
- Provide service-oriented approach to interacting and responding to City staff, news media, elected officials and the public
- Oversee the operations of the City's Permanent Fund. The fund is currently valued at approximately \$118,000,000
- Prepare the agenda and Chair the City's Finance Committee meetings

**CONTROLLER - CITY OF FAIRBANKS - MARCH 2002 - FEBRUARY 2008**

- Responsible for providing professional accounting direction, control and review of the City's accounting activities
- Assisted the CFO in the management of the day-to-day activities of the finance team
- Ensured the City's finance function is organized, efficient and produced financial reports in accordance with the Generally Accepted Accounting Principles (GAAP)
- Provided assistance and direction to the City's Department Directors with their accounting issues and budgetary positions
- Assisted the CFO in directing and overseeing the professional development of the accounting staff
- Prepared and reviewed all activities related to accounting and financial reporting, both external and internal
- Monitored federal, state, and local accounting related legislation and related compliance issues and regulations
- Assisted the CFO for the timely completion of the annual independent audit and assisted in the development of the annual budget

**AUDITOR/TAX PREPARER - COOK & HAUGEBOG LLC CPAS - JANUARY 1998 - MARCH 2002**

- Supervised and performed audits and accounting services for local governments, school districts, nonprofit and for profit corporations
- Performed single audits of federal and state grants, prepared financial statements and prepared corporate, non-profit and individual tax returns

**Education:** University of Alaska, Fairbanks, AK - BBA Accounting, Magna Cum Laude

**Activities:**

- Board Member of the University of Alaska Accounting Program Advisory



Board

- Finance Officer for 71<sup>st</sup> Composite Squadron, Civil Air Patrol Eielson AFB, AK.
- Member of Alaska Society of Certified Public Accountants
- Member of the Air Force Association
- Served as a Board member of the Alaska Municipal League Investment Pool 2011 - 2015
- Served on the Board of the Alaska Finance Officers Association 2011 - 2015

**References:**

-

March 20<sup>th</sup>, 2018

**Board of Plumbing Examiners**

**Minutes**

**Meeting location and time:** Council Chambers, 800 Cushman St., 12:00pm

**Agenda:**

Review recent examination results covering Ordinances 5830, 5837 and 5838 as adopted by the Fairbanks City Council.

**Members Present:**

Mike Desmond, Dan Portwine, Clem Clooten, Mike Davis and Kraig Hogenson

**Meeting convened** at 12:00 with the reading of the minutes of the prior meeting. A call to accept the minutes was made. Minutes were accepted as read. A discussion over the recent test results and review and scoring was made. A letter to the test candidate(s) will be sent by Board Chairman Mike Desmond.

Motion to adjourn was seconded. Meeting ended 1:00pm.

Board Chairman,



Mike Desmond