



FAIRBANKS CITY COUNCIL
AGENDA NO. 2018-14
REGULAR MEETING JULY 23, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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 three 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

- *a) Regular Meeting Minutes of May 7, 2018

8. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following application for a New Marijuana Product Manufacturing Facility License. Public Testimony will be taken and limited to three minutes.

Type: Marijuana Product Manufacturing Facility, License #15800
DBA: Baked Alaska, LLC
Applicant: Baked Alaska, LLC
Address: 2745 Hanson Road, Unit B, Fairbanks, Alaska

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. UNFINISHED BUSINESS

- a) Ordinance No. 6079, as Amended – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union, IAFF Local 1324. Introduced by Mayor Matherly. POSTPONED from the Regular Meeting of July 9, 2018; Public Hearing was held at that time.

11. NEW BUSINESS

12. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

13. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Public Safety Commission Meeting Minutes of January 9, 2018
- *b) Public Safety Commission Special Meeting Minutes of January 30, 2018
- *c) Public Safety Commission Special Meeting Minutes of February 22, 2018

- *d) Public Safety Commission Regular Meeting Minutes of April 10, 2018
 - *e) Fairbanks Diversity Council Meeting Minutes of April 10, 2018
 - *f) Fairbanks Diversity Council Work Session Minutes of June 12, 2018
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- 14. CITIZENS' COMMENTS, oral communications to the City Council on any item not up for public hearing. Testimony is limited to three 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



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, MAY 7, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 7:00 p.m. on the above date, following a 6:00 p.m. Work Session for an update from the Arcadis Team on the FNSB/EAFB Regional Growth Plan, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following Council Members in attendance:

Council Members Present: Joy Huntington, Seat A
June Rogers, Seat B
Valerie Therrien, Seat C
Jonathan Bagwill, Seat D (telephonic)
Jerry Cleworth, Seat E
David Pruhs, Seat F

Absent: None

Also Present: Paul Ewers, City Attorney
D. Danyielle Snider, City Clerk
Christina Rowlett, Risk/Purchasing
Mike Meeks, Chief of Staff
Michael Sanders, Housing & Homeless
Patricia Manuel, HR Admin
Jim Styers, Fire Chief
Stephanie Johnson, Dispatch Center Manager
Angela Foster-Snow, HR Director
Teal Soden, Communications Director
Kirk Lockwood, Officer
Bill Rogers, Engineer II

City Clerk Danyielle Snider read the Mission Statement of the City of Fairbanks.

INVOCATION

The Invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

Mayor Matherly asked Mr. Pruhs to lead the Flag Salutation.

CEREMONIAL MATTERS

Mayor Matherly recognized Sergeant Kurt Lockwood for being a tireless volunteer and a Special Olympics coach. Sgt. Lockwood stated he works at the Fairbanks Police Department (FPD) but that it is not the only thing he loves to do. He stated that he also likes to improve the community. He introduced the team of athletes he has been working with for three years. Sgt.

Lockwood commented that playing outside is good clean fun. He shared that 2018 marks the 50th Anniversary of the Special Olympics, and he thanked Eunice Kennedy Shriver who founded the event for people with intellectual disabilities. Sgt. Lockwood gave a rundown of the events his athletes have participated in and the medals they have won. He invited everyone to take part in the Torch Run put on by law enforcement which raises money for the Special Olympics.

Mayor Matherly asked Housing & Homeless Coordinator Mike Sanders to come forward and share about a recent accomplishment. Mr. Sanders thanked Ms. Therrien for the Golden Heart Rotary donation that sponsored the Fairbanks Symposium on Homelessness in December. He announced that the Alaska Mental Health Trust Authority Board recently decided to completely fund the Rapid Re-housing program in Fairbanks. He stated that the Fairbanks Rescue Mission will be the host for the program. He explained that Rapid Re-housing is a successful program nationwide, and organizations in Fairbanks are eager to help. He stated they are set up to help 40 families this year, and there is a possibility of expansion.

CITIZENS' COMMENTS ON CONSENT AGENDA ITEMS

Shaun Tacke, 4720 Drake Street, Fairbanks – Mr. Tacke stated that he thinks it is disingenuous that general citizens' comments are so late in the meeting.

Vivian Stiver, 1420 Moore Street, #10, Fairbanks – Ms. Stiver began speaking to the smell of marijuana; **Mr. Pruhs** called a point of order and stated it is time for public comment on asterisked items only. **Mayor Matherly** clarified that the order of business was changed some months ago, and general public comment would come later in the meeting. Ms. Stiver stated she wanted to know how long it would be before citizens could speak to the one item of importance. **Mayor Matherly** stated that public comment would be held after City business was handled, and it has typically not taken too long to get to. Ms. Stiver stated there is a full house in attendance, and a lot of people would like to be home earlier rather than later.

Darlene Herbert, 906 Woodlawn Road, Fairbanks – Ms. Herbert spoke to Resolution No. 4832 relating to the police bonus program. She stated the police department needs to hire Alaska Natives; she stated that she personally knows a lot of Natives who applied for police positions but were never hired. She stated her nephew applied for a job at the Fire Department and was not hired because he is an Alaska Native. Ms. Herbert reported she read on Facebook that a young Alaska Native girl applied for a Dispatch position but was apparently unsuccessful. She warned of the dangers of nepotism in the workplace.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney stated that one of the goals of former Police Chief Aragon was to hire minorities; he asked how much was done to reach that goal. Mr. Turney stated he heard that there were 12 employees related to each other at FPD, but nothing could be done about it because of the union contract. He stated that Chief Aragon said he had never seen nepotism like that at the FPD in any other department he had worked with in the past.

Shoshana Kun, 326 Wedgewood Drive, #E-27, Fairbanks – Ms. Kun stated as she reads through the minutes she is concerned about the correlation between the number of liquor licenses in the City and the amount of crime directly related to alcohol. She suggested limiting alcohol licenses. Hearing no more requests for public comment, **Mayor Matherly** declared Public Testimony closed.

APPROVAL OF AGENDA AND CONSENT AGENDA

Ms. Therrien, seconded by **Ms. Huntington** moved to APPROVE the Agenda and Consent Agenda.

Mayor Matherly called for objection and, hearing none, so ORDERED.

City Clerk Snider read the Consent Agenda into the record.

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of March 19, 2019.

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

a) The Fairbanks City Council heard interested citizens concerned with the following Liquor License Applications for Renewal:

Lic. #	DBA	License Type	Licensee	Address
884	Pizza Hut #4	Restaurant/ Eating Place	Kurani, Inc.	1990 Airport Way
1475	Pizza Hut #5	Restaurant/ Eating Place	Kurani, Inc.	89 College Road
4344	Thai & Chinese Cuisine	Restaurant/ Eating Place	Chiang Mai Restaurant, LLC	338 Old Steese Hwy.
2424	Sophie Station Hotel	Beverage Dispensary Tourism	Fountainhead Development, Inc.	1717 University Avenue
3074	Wedgewood Resort	Beverage Dispensary Tourism	Fountainhead Development, Inc.	212 Wedgewood Drive
3616	Wedgewood Resort Bear Lodge	Beverage Dispensary Tourism	Fountainhead Development, Inc.	212 Wedgewood Drive
3118	V.F.W. Post #3629	Club	V.F.W. Golden Heart Post #3629	324 2nd Street
3151	Fred Meyer #485	Package Store	Fred Meyer Stores, Inc.	3755 Airport Way
3381	Bei Jing Hot Pot Asian Cuisine	Restaurant/ Eating Place	CJ Hot Pot & Asian Cuisine, Inc.	1694 Airport Way
542	Geraldo's Restaurant	Beverage Dispensary	Garlic Lovers, LLC	701 College Road
4395	The Banks Alehouse	Beverage Dispensary	Goethe, LLC	1243 Old Steese Hwy.
4530	The Event Center & Lounge	Beverage Dispensary	Pacific Rim Associates I, Inc.	1288 Sadler Way
4831	Irashai Japanese Restaurant	Restaurant/ Eating Place	2GIRO, Inc.	419 Merhar Avenue, Ste. B
4846	Wal-Mart Supercenter #2722	Package Store	Wal-Mart Stores, Inc.	537 Johansen Expwy.

Mr. Pruhs, seconded by **Ms. Huntington**, moved to WAIVE PROTEST on the Liquor License Applications for renewal.

Dan Peters, 2604 Davis Road, Fairbanks – Mr. Peters reminded the Council that liquor licenses allow for onsite consumption of alcohol; he requested that the marijuana industry be treated the same as the alcohol industry in that regard.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney spoke against onsite consumption at a downtown beer garden during summer months.

Shoshana Kun, 326 Wedgewood Drive, 99701 – Ms. Kun spoke against the renewal of some of the liquor licenses due to public safety concerns and the high number of police calls in the report.

Hearing no more requests for public comment, **Mayor Matherly** declared Public Testimony closed.

Mayor Matherly asked Police Chief Eric Jewkes for a staff report. Chief Jewkes stated there is no way to guarantee that calls to larger businesses like Fred Meyer and Wal-Mart are linked to the liquor stores located within.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Cleworth, Pruhs, Rogers, Huntington, Bagwill, Therrien

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

a) Special Reports

Brittany Smart, 907 Terminal Street, Fairbanks – Ms. Smart reported that the Fairbanks North Star Borough (FNSB) VISTA volunteer organization is in full swing. She reported recent activities and events of the Borough Mayor's Office. She spoke to the importance of clean air and the need for the public to stay involved in the process.

Mayor Matherly shared that Bob Pristash has accepted the position of City Engineer. **Mayor Matherly** welcomed Patricia Manuel as a new HR employee. He stated he did a ride-along with the Fire Department on a 24-hour shift, and he plans to do it again. He reported he will also be doing a ride-along with the Public Works Department. He spoke to the meetings and activities he participated in since the last Council meeting.

Mayor Matherly stated that he recently moved and sold his home. He stated that friends showed up to help him move, and one friend showed up with three other guys to help. He disclosed he later learned that those three individuals worked in the cannabis industry, and he did not want it to appear that they were doing favors or giving gifts to the Mayor. He reported that he later paid each of them \$15.00/hour for three hours of work.

UNFINISHED BUSINESS

- a) Ordinance No. 6070, as Amended – An Ordinance to Amend Fairbanks General Code Chapter 14, Businesses, by Adding Article VI Regulating Marijuana Establishments. Introduced by Mayor Matherly. POSTPONED from the Regular Meeting of February 26, 2018. Public Hearing was held on February 26, March 19, and April 23, 2018.

The motion to ADOPT Ordinance No. 6070, made by Mr. Pruhs and seconded by Mr. Bagwill, was on the floor from the Regular Council Meeting of February 26, 2018.

Mayor Matherly thanked City Staff, the Council, the public, and the marijuana industry for taking part in the regulation process. He requested that each proposed substitute sponsor speak briefly to the changes offered in their respective substitute ordinance.

Mr. Cleworth stated the version on the floor is the most restrictive of the three. He stated Substitute A, proposed by him and Ms. Rogers, includes boiler plate language near the end and a change to the number of retail establishments allowed within the City. He spoke to the reasoning behind the proposed number of 15. He stated the Council’s original intent was to regulate it like alcohol, but now it is more generous to the marijuana industry.

Ms. Rogers spoke to the “grandfather clause” for marijuana licenses already approved.

Mr. Bagwill asked how grandfather rights would apply in the case of a new owner. City Attorney Paul Ewers stated that a business at the same location would be grandfathered in.

Mr. Pruhs spoke to Proposed Substitute B introduced by him and Ms. Therrien. He clarified that onsite consumption is already illegal within the City per Ordinance No. 5964. He spoke to the stringent limitations presented by the 750-foot buffer zone on cultivation facilities. He stated he spoke with the Alcohol and Marijuana Control Office (AMCO) and the City Building Official about how to address the odor issue; he indicated that carbon air filters would cut down on the smell emanating from a cultivation facility. He spoke to the list of applicants who have begun the process and stated that Substitute B does not place limitations on the number of licenses.

Mr. Cleworth, seconded by **Mr. Pruhs**, moved to SUBSTITUTE Ordinance No. 6070, as Amended, Proposed Substitute B, for Ordinance No. 6070, as Amended.

Mr. Cleworth, with the concurrence of the Second, moved to WITHDRAW the motion to substitute.

Mr. Cleworth, seconded by **Mr. Bagwill**, moved to SUBSTITUTE Ordinance No. 6070, as Amended, Proposed Substitute A, for Ordinance No. 6070, as Amended.

Mr. Pruhs stated there was no public comment on Proposed Substitute A. He indicated that it was disingenuous of Mr. Cleworth to not bring up the added restrictions on cultivation in his summary.

Ms. Therrien spoke against the limitations that Substitute A places on retail and cultivation licenses.

Mr. Pruhs spoke against the method for measuring distances in Proposed Substitute A. **Mr. Cleworth** clarified that Proposed Substitute A does not propose any changes to the method for measuring distances.

Ms. Huntington stated she has issues with the number of licenses authorized and the 750-foot buffer zone; she expressed her intent to vote against substituting version A.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO SUBSTITUTE ORDINANCE NO. 6070, AS AMENDED, PROPOSED SUBSTITUTE A, FOR ORDINANCE NO. 6070, AS AMENDED AS FOLLOWS:

YEAS: Bagwill, Cleworth, Rogers, Matherly
NAYS: Huntington, Therrien, Pruhs
Mayor Matherly declared the MOTION CARRIED.

Mr. Cleworth spoke about how the marijuana ordinance came about and to the extensive work that went into the process. He stated he looked at the language of 2014 State Ballot Measure No. 2 a number of times, and it clearly bans public consumption. He stated that the measure also allows for local governments to enact regulation governing the time, place, manner, and number of marijuana establishments. He stated Police Chief Eric Jewkes recommended that the Council place a limit on the number of establishments and ban onsite consumption, and he feels strongly that the Council should heed his advice.

Ms. Therrien, seconded by **Mr. Pruhs**, moved to AMEND Ordinance No. 6070, as Amended, (Substitute A) by striking Sec. 14-212(a)(1).

Mr. Pruhs stated that Substitute A was introduced at a Finance Committee meeting after all public testimony was heard, which means the public never had the opportunity to speak on it. **Mr. Cleworth** pointed out that Mr. Pruhs' substitute had not been up for a public hearing either, and he did not know Mr. Pruhs had drafted a substitute until he received his agenda packet.

Mr. Pruhs stated that setback requirements are not needed, and placing a limit on the number of retail licenses will cause licenses to become commodities. **Ms. Therrien** agreed with Mr. Pruhs on his comment about licenses becoming commodities.

Ms. Therrien, seconded by **Mr. Pruhs**, moved to AMEND the motion to amend, by striking only the sentence beginning with the language, "This limit will decrease through attrition..."

Mr. Cleworth recommended that in order to simplify things, the motion be withdrawn and a new motion be made.

Mr. Bagwill indicated that the language about attrition is a good compromise.

Ms. Huntington stated that she is in favor of striking the language about attrition because she would not have been able to start her own company if she had needed \$90,000 in startup costs.

City Clerk Danyielle Snider asked for clarification on the intent of the motions. **Ms. Therrien** stated that the intent is to strike only the sentence in Sec. 14-212(a)(1) beginning with, “This limit will decrease through attrition...”

Clerk Snider asked whether the Second to the motion concurs with making that clarification to the main motion to amend. The Second concurred. The clarified motion on the floor was to AMEND Ordinance No. 6070, as Amended, (Substitute A) by striking the sentence beginning with, “This limit will decrease through attrition...”

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY STRIKING THE SENTENCE IN SEC. 14-212(a)(1) BEGINNING WITH, “THIS LIMIT WILL DECREASE THROUGH ATTRITION...” AS FOLLOWS:

YEAS: Rogers, Bagwill, Therrien, Pruhs, Huntington

NAYS: Cleworth

Mayor Matherly declared the MOTION CARRIED.

Ms. Therrien, seconded by **Mr. Pruhs**, moved to AMEND Ordinance No. 6070, as Amended, (Substitute A) by changing the number of retail licenses allowed from 15 to 25.

Ms. Therrien stated that increasing the number to 25 would allow for all licenses active and pending. She stated it is not fair to limit the number of licenses to 15 because people have spent a significant amount of money to move forward with their business plans.

Mayor Matherly stated he spoke with Clerk Snider, and the number of licenses on the list provided includes duplicate licenses. Clerk Snider stated that she is not comfortable reporting a firm number of pending licenses from the state’s list but indicated that there are duplicates on the list. **Mayor Matherly** stated he has spoken with folks from the industry, and they reported that if there was any discrepancies in their application the State would require a new application.

Ms. Therrien stated she did not count some of the duplicates in the 25 licenses she is proposing.

Mr. Pruhs concurred that 25 licenses is a good number; he expressed doubt that 25 retail licenses would ever be reached in the City.

Ms. Huntington agreed 25 retail licenses is an acceptable number; she commented that placing a limit is an important factor in avoiding future problems.

Mr. Cleworth spoke against increasing the number of licenses from 15 to 25. He stated the number of retail licenses listed increased since the ordinance was introduced, and 15 is enough.

Ms. Rogers suggested changing the language to allow for attrition and for growth in the limit if the population of the City increases.

Mr. Pruhs stated the Fairbanks population has not grown in 20 years, and growth is not likely.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY CHANGING THE NUMBER OF RETAIL LICENSES ALLOWED FROM 15 TO 25 AS FOLLOWS:

YEAS: Pruhs, Huntington, Therrien, Matherly
NAYS: Cleworth, Rogers, Bagwill
Mayor Matherly declared the MOTION CARRIED.

Mr. Pruhs, seconded by **Ms. Therrien**, moved AMEND Ordinance No. 6070, as Amended, (Substitute A) by changing the limit on cultivation facilities in Sec. 14-212(a)(2) to be “as authorized by state law.”

Mr. Pruhs stated there had never been a public discussion of setting a limit on the number of cultivation facilities allowed in the City. He stated there have been no issues with the active cultivation facilities, and there is no reason to set a limit.

Mr. Cleworth agreed that there is no reason to regulate the number of cultivation facilities since the Council has allowed for 25 retail locations; he stated that his intent was to regulate the industry according to the same standard as the alcohol industry.

Ms. Therrien asked how many cultivation facilities would be allowed if they were to be regulated according to the standard for alcohol. Clerk Snider clarified the limit would be 11. **Ms. Therrien** stated that since a limit on cultivation facilities was not previously discussed and because it would prohibit some of the already-initiated licenses, she would not support a limit.

Ms. Huntington stated the Council put a lot of effort into hearing public concerns, and the number of cultivation facilities was never brought up. She spoke in support of the amendment.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY CHANGING THE LIMIT ON CULTIVATION FACILITIES IN SEC. 14-212(a)(2) TO BE “AS AUTHORIZED BY STATE LAW” AS FOLLOWS:

YEAS: Pruhs, Therrien, Huntington, Matherly
NAYS: Cleworth, Bagwill, Rogers
Mayor Matherly declared the MOTION CARRIED.

Mr. Pruhs, seconded by **Ms. Therrien**, moved to AMEND Ordinance No. 6070, as Amended, (Substitute A) by replacing Sec. 14-213 of Substitute A with Sec. 14-212 of Substitute B.

Mayor Matherly indicated he would rather leave regulations and complaints about odors emanating from a cultivation facility to the Borough and the AMCO office; he spoke against tasking the Building Department with investigating odors.

Mr. Pruhs stated the Building Department should investigate odor complaints and indicated that they have the tools to do so. He stated the Building Department should inspect cultivation facilities at the beginning of the building process not just at the completion of construction.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY REPLACING SEC. 14-213 OF SUBSTITUTE A WITH SEC. 14-212 OF SUBSTITUTE B AS FOLLOWS:

YEAS: Therrien, Pruhs, Huntington
NAYS: Rogers, Bagwill, Cleworth, Matherly
Mayor Matherly declared the MOTION FAILED.

Mr. Pruhs, seconded by **Ms. Therrien**, moved to AMEND Ordinance No. 6070, as Amended, (Substitute A) by inserting Section 14-213 of Substitute B as new Sec. 14-218 of Substitute A.

Mr. Pruhs stated this change would require the Building Department to inspect and verify that a carbon air filter system or its equivalent is in place in cultivation facilities.

Mayor Matherly stated the Building Department does not have expertise in this area. He stated cultivation facilities are regulated by the State, and it should remain that way.

Mr. Bagwill expressed concern with the term “equivalent” when referring to a carbon air filter system. He spoke to potential problems that may arise when better technology becomes available. **Mr. Pruhs** explained that every few years the building code is reviewed and updates are recommended by the Building Code Review Commission and the City Building Department; he stated that this item would have to be added to the City building code.

Ms. Huntington speculated about whether marijuana tax revenue might offset the cost of City employees’ time relating to marijuana establishments.

Mr. Bagwill asked if the proposed changes fall under the purview of the Building Department. **Mayor Matherly** replied that it does not currently fall under their purview, but he could task the Building Department with the duties.

Mr. Pruhs stated that the Building Official has been consulted. **Mr. Pruhs** commented that the new task would not bog down the Building Department. He stated there would be a \$350 building inspection fee along with other building permit fees.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY INSERTING SECTION 14-213 OF SUBSTITUTE B AS NEW SEC. 14-218 OF SUBSTITUTE A AS FOLLOWS:

YEAS: Huntington, Bagwill, Therrien, Pruhs, Cleworth, Rogers
NAYS: None
Mayor Matherly declared the MOTION CARRIED.

Mayor Matherly called for a brief recess.

Mr. Pruhs, seconded by **Ms. Therrien**, moved to AMEND Ordinance No. 6070, as Amended, (Substitute A) by adding Sec. 14-214(a)(6) of Substitute B as new Sec. 14-215(b)(12) in Substitute A.

Mr. Pruhs explained that he would like a report of violations filed with the AMCO Office, the Borough, and the City to be included with each marijuana license renewal application.

Mayor Matherly asked Clerk Snider to weigh in on the feasibility of Mr. Pruhs' request. Clerk Snider replied that she can inquire to the other agencies and report her findings to the Council.

Ms. Huntington questioned whether it was necessary to reach out and look for complaints to other agencies if there are none reported to FPD. **Mr. Pruhs** stated the FPD and the Borough will likely not have any complaints, but the AMCO Office may and it would be good for the Council to have that information.

Ms. Huntington stated that complaints received by the state could be irrelevant to the renewal. **Mr. Pruhs** explained that it would give the Council a larger view of what is going on at the licensed establishments.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY ADDING SEC. 14-214(a)(6) OF SUBSTITUTE B AS NEW SEC. 14-215(b)(12) IN SUBSTITUTE A AS FOLLOWS:

YEAS: Cleworth, Pruhs, Rogers, Huntington, Bagwill, Therrien

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

Mr. Pruhs, seconded by **Ms. Huntington**, moved to AMEND Ordinance No. 6070, as Amended, (Substitute A) by adding Sec. 14-214(a)(7) of Substitute B as new Sec. 14-215(b)(13) in Substitute A.

Mr. Pruhs explained that when a liquor license comes up for renewal, the Building Department does an inspection to make sure everything is code compliant; he stated that the same should be done for marijuana licenses as an assurance that everything is safe and sound at the facility.

Mr. Bagwill stated that anytime he works inside the City, he has had to get an electrical permit; he expressed support for the amendment.

Mr. Cleworth asked whether the City does routine inspections on distilleries and package stores at the time of renewal; Clerk Snider stated that the requirement for the Building Department to inspect alcohol premises at the time of renewal was removed from the Code several years ago.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY ADDING SEC. 14-214(a)(7) OF SUBSTITUTE B AS NEW SEC. 14-215(b)(13) IN SUBSTITUTE A AS FOLLOWS:

YEAS: Pruhs, Therrien, Bagwill

NAYS: Huntington, Cleworth, Rogers, Matherly

Mayor Matherly declared the MOTION FAILED.

Ms. Therrien, seconded by **Mr. Pruhs**, moved to AMEND Ordinance No. 6070, as Amended, (Substitute A) by striking Sec. 14-213(d)(1)&(2).

Ms. Therrien stated that she believes it would be wise to continue following Borough ordinance on buffer distances. **Mr. Pruhs** stated agreed with Ms. Therrien; he added that distances should be measured in a uniform manner.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY STRIKING SEC. 14-213(d)(1)&(2) AS FOLLOWS:

YEAS: Therrien, Pruhs, Huntington
NAYS: Rogers, Bagwill, Cleworth, Matherly
Mayor Matherly declared the MOTION FAILED.

Ms. Therrien, seconded by **Mr. Pruhs**, moved to AMEND Ordinance No. 6070, as Amended, (Substitute A) by rewording Sec. 14-213(d) to read, "...shall be measured by Fairbanks North Star Borough regulations" and by striking items (1) and (2) of subsection (d).

Ms. Therrien explained that continuing to follow Borough zoning requirements simplifies the distance issue.

Mr. Cleworth stated there is not consistency between the State and the Borough methods for measuring buffer distances. He used the license on South Cushman across from a drug rehabilitation facility as an example of how State and Borough regulations failed. He stated that the City needs to have its own form of measurement to follow.

City Attorney Ewers clarified that a "standard" of measurement differs from a "method" of measurement. He questioned the maker of the motion's intent.

Ms. Therrien, with the concurrence of the Second, restated the motion for the sake of clarification by replacing the word "regulations" with "methods."

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6070, AS AMENDED, (SUBSTITUTE A) BY REWORDING SEC. 14-213(d) TO READ, "...SHALL BE MEASURED BY FAIRBANKS NORTH STAR BOROUGH METHODS" AND BY STRIKING ITEMS (1) AND (2) OF SUBSECTION (d) AS FOLLOWS:

YEAS: Huntington, Therrien, Pruhs
NAYS: Bagwill, Cleworth, Rogers, Matherly
Mayor Matherly declared the MOTION FAILED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6070, AS AMENDED, AS FOLLOWS:

YEAS: Rogers, Bagwill, Therrien, Pruhs, Cleworth, Huntington
NAYS: None
Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6070, as Amended, ADOPTED.

NEW BUSINESS

- a) Resolution No. 4832 – A Resolution to Extend the Sunset Date for the Incentive Bonus Program with the Fairbanks Police Department for Recruitment and Hiring. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

DISCUSSION ITEMS

- a) Committee Reports

Polaris Work Group – **Mr. Pruhs** stated the Polaris Group is diligently working on preparing a fiscal note on the option to purchase the note on the Polaris Building. He shared that to date, they have raised approximately \$70,000.

Legislative Committee – **Ms. Therrien** reported that the Legislative Committee recently met and will meet again on May 9 at 3 p.m.

Fairbanks Diversity Council – **Mayor Matherly** reported there would be a Fairbanks Diversity Council work session the following evening at 5:30 p.m. in Council Chambers.

WRITTEN COMMUNICATIONS TO COUNCIL

- a) Permanent Fund Review Board Meeting Minutes of January 29, 2018

ACCEPTED on the CONSENT AGENDA.

- b) Clay Street Cemetery Commission Meeting Minutes of April 4, 2018

ACCEPTED on the CONSENT AGENDA.

CITIZENS' COMMENTS

Vivian Stiver – Ms. Stiver spoke to the history of liquor licenses in the City and to how unfair the Council is being in its regulation of marijuana. She stated she handed out information at the last meeting and that none of the Council members spoke about the handouts. She stated that Mr. Pruhs had been very rude to the Mayor throughout the meeting, and it is very disappointing.

Karen Perdue, 204 Front Street, Fairbanks – Ms. Perdue thanked the Council for banning the onsite consumption of marijuana. She spoke against e-cigarettes being advertised and marketed to children, and she spoke against second-hand smoke of any kind.

Christian Hood, 356 Old Steese Hwy., Fairbanks – Ms. Hood stated that Good, LLC donated time and money to the Fairbanks Community Food Bank and that True Dank joined in the efforts. She stated she was happy to hear that Brewster's complimented her business as being an excellent neighbor.

Mesha Pool, P.O. Box 6239, Fairbanks – Ms. Pool stated that she works at a marijuana retail store, and she thanked the Council for all the time and energy put into the marijuana regulations. She spoke to the odor of marijuana cultivation facilities and stated that neighbors of the businesses had an opportunity to speak during the licensing process. She stated that the term “noxious” is not a fair term to describe the smell.

Greg Balvani, 140 Chapman Court, Fairbanks – Mr. Balvani stated he is the Director of the Fairbanks Community Band and invited everyone to a concert on May 23 at 8:00 p.m.

Dan Peters, 2604 Davis Road, Fairbanks – Mr. Peters thanked the Council for working with the industry and encouraged them to reconsider the issue of onsite consumption. He stated that if the Council allows onsite consumption, the State may reconsider its ban.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney stated that, unlike the Mayor, he was handcuffed when he did a ride-along with the police. He spoke to the onsite consumption of cannabis and stated that airborne cannabis does not give a contact high; he added that there is no health effect to the smell of cannabis. He stated he did not believe that there would end up being 25 retail stores in the City.

Darlene Herbert, 906 Woodlawn Road, Fairbanks – Ms. Herbert spoke against the closure of the FNSB public refuse sites. She stated citizens should not be punished because drug addicts are making a mess at dump sites and that the City should build a treatment facility for the homeless.

Mayor Matherly clarified that refuse sites are Borough facilities and are not City-owned.

Karen Bloom, 1170 Park Drive, Fairbanks – Ms. Bloom spoke to onsite consumption and stated that the largest demographic of cannabis consumers are senior citizens. She stated many of them do not have a place to consume because they live in care facilities where it is not allowed.

Lynden Danson, 1170 Park Drive, Fairbanks – Mr. Danson stated he listened to all the comments and noticed that there are some uneducated people voting on ordinances. He stated he has jumped through all the hoops to get his retail license, and he spoke against additional regulations. He spoke in favor of onsite consumption.

Mr. Cleworth asked Mr. Danson why the industry, who pushed for the passing of Ballot Measure No. 2, put in language to ban public consumption if they wanted it so badly.

Mr. Danson did not offer a clear response. He criticized the Council for throwing around false facts and for being so hard on the cannabis industry.

COUNCIL MEMBERS’ COMMENTS

Mr. Bagwill stated that tensions were high during the meeting, but that the regulations went with the will of the majority which is what it is all about.

Mr. Cleworth stated it has come to his attention that there is no money in the 2018 budget for street striping. He stated he intends to reorder the budget to include funding for street striping.

Mr. Pruhs stated it was a fun meeting, and he enjoys working with the Council. He stated that some issues like onsite consumption will never go away and that you cannot please everyone.

Ms. Therrien encouraged people – especially minorities – to apply for employment at FPD. She stated the Council came to a good compromise on marijuana regulations.

Ms. Rogers stated the Village Public Safety Officer (VPSO) program hires many Native Alaskans, making it more difficult for FPD to hire them. She spoke to the importance of listening and letting people know they are heard even if she may not agree with their cause.

Ms. Huntington thanked everyone for the work that they did on the marijuana ordinance; she also thanked the public who came out to speak on the ordinance.

Mr. Pruhs, seconded by **Ms. Huntington**, moved to ENTER Executive Session for the purpose of discussing Fairbanks Firefighter Union (FFU) and International Brotherhood of Electrical Workers (IBEW) Labor Negotiations.

Mayor Matherly called for objection and, hearing none, so ORDERED.

Mayor Matherly called for a brief recess.

EXECUTIVE SESSION

- a) FFU Labor Negotiations
- b) IBEW Labor Negotiations

The City Council met in Executive Session to discuss FFU & IBEW Labor Negotiations. Direction was given to the negotiating team, and no action was taken.

ADJOURNMENT

Ms. Huntington, seconded by **Mr. Pruhs**, moved to ADJOURN the meeting.

Mayor Matherly called for objection and, hearing none, so ORDERED.

Mayor Matherly declared the meeting adjourned at 11:47 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: EB




MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Application for New Marijuana Product Manufacturing Facility License

DATE: July 17, 2018

Attached you will find a notification from the Alcohol and Marijuana Control Office (AMCO) of an application for a new Marijuana Product Manufacturing Facility License and additional information for the following applicant:

License #: **15800**
License Type: **Marijuana Product Manufacturing Facility**
D.B.A.: **Baked Alaska, LLC**
Licensee/Applicant: **Baked Alaska, LLC**
Physical Location: **2745 Hanson Road, Unit B, Fairbanks, Alaska**

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council must determine whether to protest the marijuana license application after holding a public hearing.

A notice of the date, time and place of the public hearing has been mailed to all property owners within 1,000 feet of the proposed marijuana product manufacturing facility, and notice of the public hearing will be advertised in the Fairbanks Daily News Miner on Friday, July 20, 2018.

The Building and Fire Departments are recommending protest of the license until a Certificate of Occupancy is issued. There are no other departmental objections to the issuance of this license.



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715
Fax (907)459-6710

ALCOHOL AND MARIJUANA CONTROL OFFICE MARIJUANA LICENSE RESPONSE FORM

- TO: FINANCE DEPARTMENT
 BUILDING DEPARTMENT
 FIRE DEPARTMENT
 POLICE DEPARTMENT

DATE: 05/29/2018

FROM: CITY CLERK'S OFFICE

RE: LICENSE ACTION – NEW MARIJUANA PRODUCT MANUFACTURING FACILITY

DATE NOTICE RECEIVED AT CLERKS OFFICE: 05/29/2018 (60 DAY DUE DATE 07/27/2018)

DATE RESPONSE DUE: 07/17/2018 for City Council Meeting of 07/23/2018

License #: 15800
 License Type: **Marijuana Product Manufacturing Facility**
 D.B.A.: Baked Alaska, LLC
 Licensee/Applicant: Baked Alaska, LLC
 Physical Location: 2745 Hanson Road, Unit B, Fairbanks, Alaska

Corp/LLC Agent:	Address	Phone	Date and State of Ltd Partner/Corp	Good standing?
Audrey Ranstead	P.O. Box 83573 Fairbanks, AK 99708	907-460-1903	11/10/2017 – Alaska	Yes

Member/Officer/Director:	Address	Phone	Title/Shares (%)
Audrey Ranstead	P.O. Box 83573 Fairbanks, AK 99708	907-460-1903	Member/50%
Steve Hallsten	1062 Dolphin Way Fairbanks, AK 99709	907-322-0229	Member/50%

ADDITIONAL COMMENTS:

NO PROTEST:
COMMENTS:

PROTEST
REASONS:

*UNTIL CERTIFICATE OF OCCUPANCY
IS ISSUED*

DEPARTMENT SIGNEE: *Clemens M. Crooten* / CLEMENS M. CROOTEN
 (Signature) (Printed Name)

NOTE: THIS COMPLETED FORM MUST BE RETURNED TO THE CITY CLERK'S OFFICE BY THE DATE INDICATED ABOVE. YOU MAY E-MAIL OR FAX (459-6710) THE FORM.



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715
Fax (907)459-6710

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Steve Hallsten	1062 Dolphin Way Fairbanks, AK 99709	907-322-0229	Member/50%

ADDITIONAL COMMENTS:

NO PROTEST:
COMMENTS:

PROTEST
REASONS: Recommend protest until the issuance of the Certificate of Occupancy by the Building Department.

DEPARTMENT SIGNEE: _____

James or Bryan 5/30/18

NOTE: THIS COMPLETED FORM MUST BE RETURNED TO THE CITY CLERK'S OFFICE BY THE DATE INDICATED ABOVE. YOU MAY E-MAIL OR FAX (459-6710) THE FORM. IF YOU HAVE ANY QUESTIONS CALL OUR OFFICE AT 459-6774. THANK YOU!

CITY OF FAIRBANKS PUBLIC SAFETY

List of Events (Long Format) - [No Caller]

Incident #	Date/Time	Street	City	Additional Location Info	Race	Sex	Age	Agcy	Dist	St/Bt	RA
Nature	Priority	Call Src	Business		Close	Prime	Unit	Report #			
2018014675	03/16/2018 16:44:41	2745 HANSON RD	FAI	(S) (N)AURORA				FPD		BEN	RAN
PAST THEFT - BRAVO	2	PHON	RCH	CULTIVATION	RPT	DESK			18-000924		

Notes: C REPORTS THAT HE HAD SEVERAL ITEMS STOLEN - STATEMENT ON FILE [03/16/18 16:49:00 1011]

2016004944	02/06/2016 17:58:01	2745 HANSON RD	FAI					FPD		BEN	RAN
SUSPICIOUS PERSON -	1	PHON			NRP	O40					

Notes: C RPTING HE GOT A TEXT FROM HIS DAUGHTER, 14 YO, THAT A MALE HAD WALKED ALL THE WAY DOWN THEIR DRIVEWAY AND WAS PEERING INTO THE WINDOWS//THEY WENT OUTSIDE AND SUSP STARTED WALKING AWAY ON FOOT. C REQ A DRIVE THROUGH OF THE AREA JUST TO MAKE SURE HES NOT STILL AROUND//FOUND IT VERY ODD HE MADE IT ALL THE WAY DOWN THEIR LONG DRIVEWAY BECAUSE NOONE REALLY WALKS AROUND THERE. SUSP MALE UNK RACE UNK AGE WEARING A GREEN JACKET WITH FUR ON THE HOOD. LS 20 MIN AGO WALKING EB HANSON TOWARD AURORA [02/06/16 18:04:53 1195]

Person #1 (Suspect) Information:

- Race: UNKNOWN
- Gender: MALE
- Age: UNKNOWN
- Clothing: GRN JKT FUR ON HOOD [EPD] [02/06/16 18:01:29 1195]

Dispatch Code: 129C01

Response: CHARLIE - 2 UNITS

Questions: -- No known wpns invl. [EPD] [02/06/16 18:00:05 1195]

Caller Statement: C RPTING A MALE HAD BEEN LOOKING IN HIS GARAGE WINDOW//WALKED ALL THE WAY DOWN THEIR DRIVEWAY

Chief Complaint: Suspicious / Wanted (Person, Circumstances, Vehicle) [EPD] [02/06/16 17:59:24 1195]

Events 2



M E M O R A N D U M

TO: City of Fairbanks Council

FROM: D. Christine Nelson, AICP *DCN*
Community Planning Director

DATE: June 6, 2018

SUBJECT: Baked Alaska, LLC – Product Manufacturing License #15800

A “marijuana product manufacturing facility, limited” is a listed conditional use in the General Use 1 (GU-1) zoning district when it is “adjacent to a lot upon which a principal building used as a dwelling” pursuant to FNSBC 18.84.020.A.1 and 18.96.240.A.6. Conditional use permit CU2018-005 was approved to use 2,384 square feet in an existing building for a marijuana product manufacturing facility, limited.

FNSBC 18.96.240.A.3 addresses buffer distances for commercial marijuana establishments. More specifically, FNSBC 18.96.240.A.3.c establishes the distance of 100 feet from “youth centers, group homes serving persons ages 18 and under, public swimming pools, state licensed day care facilities, arcades, state licensed substance use treatment provider or facility providing substance abuse use treatment, church buildings and residential zones (RE, RR, SF, TF, MF, MFO).” Buffer distances are measured from the “nearest public entrance of a commercial marijuana establishment” to the “principal building containing other uses listed in subsections (A)(3)(a) through (c)” of FNSBC 18.96.240.A.3, in accordance with FNSBC 18.96.240.A.3.d.

Additionally, please note that the Johansen Expressway to the south of the property is a “controlled access facility” that bisects the marijuana establishment’s sensitive use buffer requirements pursuant to FNSBC 18.96.240.A.3.e, which states that “buffer distance measurements shall not extend beyond the ordinary high water (OHW) mark of a river or lake or beyond the nearest edge of a right-of-way (ROW) of a controlled access facility.”

The proposed marijuana establishment is not located within any known sensitive use buffers listed in FNSBC 18.96.240.A.3. There is a TF residential zoning district approximately 1,200 feet to the north, a church approximately 1,145 feet to the southwest across Johansen Expressway, and a potential substance abuse treatment facility approximately 1,050 feet away to the northeast. All three of these uses meet the required buffer of 100 feet. Please see the attached map identifying locations and approximate distances.

This memo pertains to the review of borough-required sensitive use buffers only; Community Planning did not review for state or city required buffers.



Fairbanks North Star Borough Generic Report

PAN# 0128201
Printed on: 06/05/2018

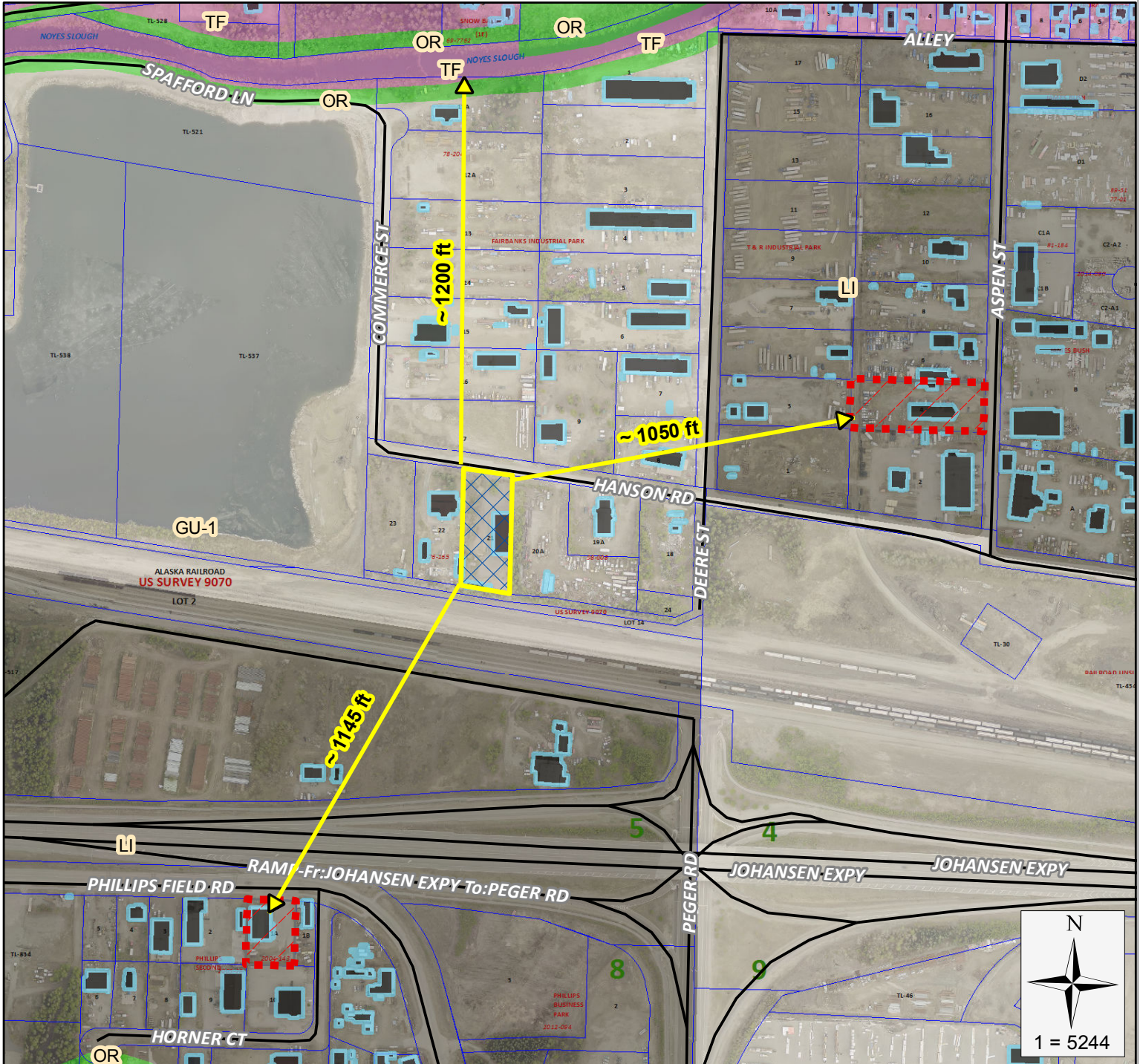


Image courtesy of: Pictometry

Property Information for PAN#: 0128201

PROPERTY DESCRIPTION: FAIRBANKS INDUST, LOT: 21

OWNER: S Corp Inc

SITUS ADDRESS: 2745 Hanson Rd

ZONING: GU-1 (100%)

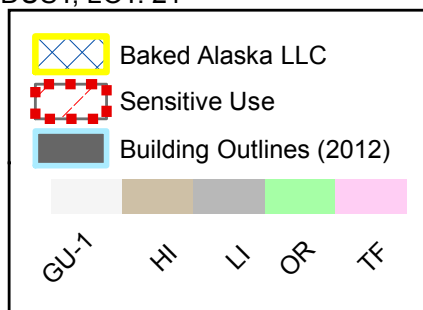
COMMUNITY PLANNING PERMITS:

Conditional Use: 20180003

Conditional Use: 20180005

Zoning: 17850

Zoning: 17921



Proximity, Zoning and Sensitive Use Map
Baked Alaska LLC
Marijuana License - New - #15800
Product Manufacturing Facility

0 250 500 Feet



NOTICE OF DECISION RE: CU2018-005

December 14, 2017

*Original sent via US Postal Service/emailed to:
bagelsandbrew@outlook.com and smrtgen@me.com*

Audrey Randstead
BAKED ALASKA EDIBLES
P.O. Box 83573
Fairbanks, Alaska 99708

S. Corp, Inc.
1062 Dolphin Way
Fairbanks, Alaska 99709

Dear Ms. Ranstead and Mr. Hallsten.:

At its regular meeting of December 12, 2017, the Planning Commission of the Fairbanks North Star Borough considered your request for conditional use approval of a marijuana product manufacturing facility, limited, in the General Use 1 (GU-1) zone on Lot 21, Fairbanks Industrial Park Subdivision (located at 2745 Hanson Road, on the south side of Hanson Road, between Commerce Street and Deere Street).

The Commission voted unanimously (eight (8) in favor, zero (0) opposed), to **approve** your request and adopted the Staff Report, and the following Conditions and Findings of Fact in support of its decision:

CONDITIONS

1. Prior to the commencement of marijuana product manufacturing operation, the applicant or holder of this conditional use permit shall comply with all applicable land use related laws. Applicable permits and approvals may include but are not limited to:
 - a. As required by the FNSB and the Department of Commerce, Community, and Economic Development (Alcohol and Marijuana Control Office), the applicant or holder of this conditional use permit shall ensure the site meets all licensing requirements for a commercial marijuana product manufacturing facility.
 - b. The applicant or holder of this conditional use permit shall obtain a formal plan review by the City of Fairbanks Building and Fire Departments and shall comply with all recommendations and/or requirements resulting from the plan review.
 - c. The applicant or holder of this conditional use permit shall obtain a formal plan review by the State of Alaska Department of Environmental Conservation for the onsite septic system and the wastewater storage tank and shall comply with all recommendations and/or requirements resulting from the plan review.

2. Indoor product manufacturing rooms or portions of the building where marijuana or marijuana products will be prepared, processed, packaged or stored shall be equipped with appropriately sized odor filtration systems such that the marijuana odor shall not be detectable by the public from outside the product manufacturing facility.
3. If any modifications are made to the site plan, floor plans, or other FNSB required documents or operational characteristics, the applicant or holder of this conditional use permits shall submit revised documents to the FNSB Community Planning Department. If modifications are made to the conditional use, an amendment to the Conditional Use Permit may be required pursuant to FNSBC 18.104.050(D).

FINDINGS OF FACT

1. With the conditions imposed, the proposed conditional use will conform to the intent and purpose of Title 18 and of other ordinances and state statutes:
 - a. The purpose of Title 18 will be met because the proposed conditional use is consistent with 'Light Industrial Area' comprehensive plan land use designation. The Comprehensive Plan Land Use Goal 3 and Economic Development Goal 2 are being enhanced with the development of this site as a marijuana product manufacturing facility.
 - b. The intent of Title 18 will be met because with the conditions imposed, the conditional use will both protect private property rights and promote public health, safety, and welfare.
 - c. 3AAC 306 governs the state licensing and operational standards for marijuana facilities. Title 18 requires that a borough permitted commercial marijuana facility obtain a license pursuant to all state regulations. The applicant has provided information sufficient to show they intend to meet the state regulations and to apply for a state issued license.
2. With the conditions imposed, there are adequate existing energy and transportation facilities serving the site and other public services are available to serve the proposed conditional use.
 - a. The facility will have a 2,500 gal. tank and a contract with 'Water Wagon', a water delivery service, to meet the water supply needs for marijuana product manufacturing.
 - b. The facility has an onsite septic system for domestic wastewater and will have a storage tank for the nondomestic wastewater. With the conditions imposed, the facility will have the nondomestic wastewater hauled to the Golden Heart Utilities Wastewater Treatment Plant according to the state regulations.
 - c. The facility is served by the City of Fairbanks Fire Department for emergency fire response is served by City of Fairbanks Police Department for law enforcement.
 - d. The facility is currently connected to the GVEA grid which will provide sufficient energy supply for product manufacturing activities.
 - e. Three (3) off-street parking spaces and a loading area have been provided on-site, which are adequate for the proposed conditional use.
 - f. The subject property is accessible from Hanson Road. Hanson Road is a local road, maintained by the City of Fairbanks. Hanson Road can accommodate the small number of trip ends generated by the proposed facility.

3. With the conditions imposed, the proposed conditional use will protect public health, safety, and welfare as the facility will comply with Title 18 standards for the GU-1 zone (FNSBC 18.84) and Standards for Commercial Marijuana Establishments (FNSBC 18.96.240) as well as state requirements for a commercial marijuana product manufacturing facility.
 - a. With the conditions imposed, security systems, alarms, cameras and lighting will meet state regulations required to obtain a commercial marijuana product manufacturing license.
 - b. With the conditions imposed, any solid or liquid waste including marijuana plant waste will be disposed of in accordance with state and local regulations.
 - c. With the conditions imposed, odor will be mitigated with appropriately sized odor filtration systems in the product manufacturing facility.
 - d. All marijuana and marijuana products will be secured inside the building to ensure the general public does not have access to them.
 - e. The noise generated from this product manufacturing operation would be minimal and it would not negatively impact the neighboring residential property owners because the operation is completely indoors.
 - f. The outdoor lighting would point downwards and will not negatively impact the neighborhood or residential uses.
 - g. The product manufacturing hours of operation will not negatively impact the neighboring residential property owners because the neighborhood has already developed with industrial and commercial uses.

A separate Agreement to Conditions is attached to this letter for your signature. One set has been provided to the owner, one to the applicant. Please read the Agreement carefully as they must be adhered to for this approval to be valid. Please sign and return the enclosed agreement within fifteen (15) days from the date of the decision of the Planning Commission.

Public notice signs must be returned within 10 days. Upon receipt, in good condition, we will promptly initiate a refund of the sign deposit.

This decision may be appealed in writing to the Office of the Borough Clerk within fifteen (15) days from the date of the decision to the Fairbanks North Star Borough Board of Adjustment.

If you have any questions regarding this matter, please feel free to contact the Department of Community Planning, 907 Terminal Street, Fairbanks, Alaska 99701 or call (907) 459-1260.

Sincerely,



Kellen Spillman
Community Planning Deputy Director

KS/nan

Attachment: Agreement to Conditions



AGREEMENT TO CONDITIONS

CONDITIONAL USE: CU2018-005

PROPERTY OWNER: S. Corp, Inc.
1062 Dolphin Way
Fairbanks, Alaska 99709

APPLICANT: Audrey Ranstead
BAKED ALASKA EDIBLES
P.O. Box 83573
Fairbanks, Alaska 99708

LEGAL DESCRIPTION OF PROPERTY:

Lot 21, Fairbanks Industrial Park Subdivision

DATE APPROVED BY THE FAIRBANKS NORTH STAR BOROUGH PLANNING COMMISSION:

December 12, 2017

CONDITIONS OF APPROVAL:

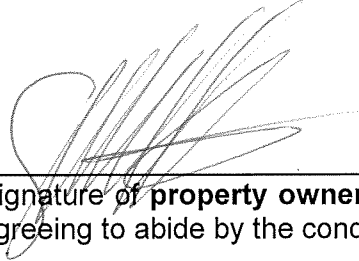
1. Prior to the commencement of marijuana product manufacturing operation, the applicant or holder of this conditional use permit shall comply with all applicable land use related laws. Applicable permits and approvals may include but are not limited to:
 - a. As required by the FNSB and the Department of Commerce, Community, and Economic Development (Alcohol and Marijuana Control Office), the applicant or holder of this conditional use permit shall ensure the site meets all licensing requirements for a commercial marijuana product manufacturing facility.
 - b. The applicant or holder of this conditional use permit shall obtain a formal plan review by the City of Fairbanks Building and Fire Departments and shall comply with all recommendations and/or requirements resulting from the plan review.
 - c. The applicant or holder of this conditional use permit shall obtain a formal plan review by the State of Alaska Department of Environmental Conservation for the onsite septic system and the wastewater storage tank and shall comply with all recommendations and/or requirements resulting from the plan review.
2. Indoor product manufacturing rooms or portions of the building where marijuana or marijuana products will be prepared, processed, packaged or stored shall be equipped with appropriately sized odor filtration systems such that the marijuana odor shall not be detectable by the public from outside the product manufacturing facility.
3. If any modifications are made to the site plan, floor plans, or other FNSB required documents or operational characteristics, the applicant or holder of this conditional use permits shall submit revised documents to the FNSB Community Planning Department. If modifications are

made to the conditional use, an amendment to the Conditional Use Permit may be required pursuant to FNSBC 18.104.050(D).

I understand that the holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws

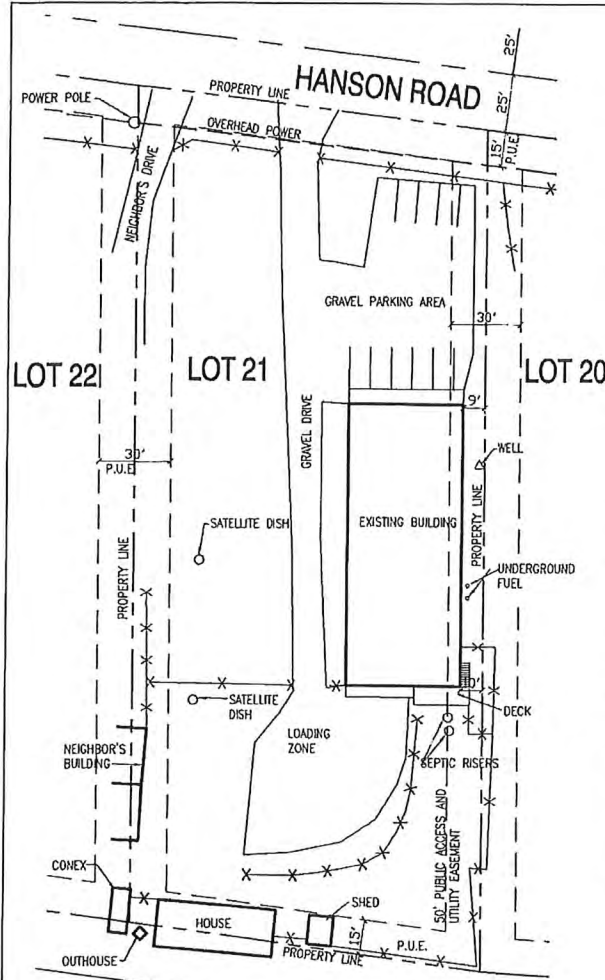


Signature of **applicant** acknowledging and agreeing to abide by the conditions above.



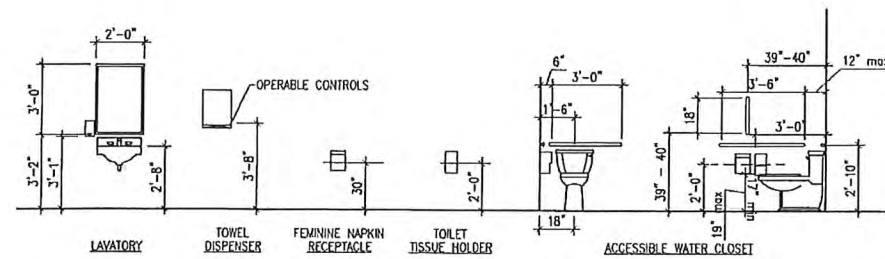
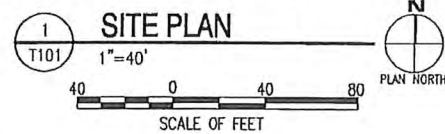
Signature of **property owner** acknowledging and agreeing to abide by the conditions above.

CU2018-005: A request by Audrey Ranstead DBA Baked Alaska Edibles on behalf of S. Corp Inc. for conditional use approval of a marijuana product manufacturing facility, limited in the General Use 1 (GU-1) zone on Lot 21, Fairbanks Industrial Park Subdivision (located at 2745 Hanson Road, on the south side of Hanson Road, between Commerce Street and Deere Street).



BASED ON SITE DRAWING PROVIDED BY 3 TIER SURVEY 6-29-2016. ARCHITECT TAKES NO RESPONSIBILITY FOR VERIFICATION OF SURVEY INFORMATION.

LOT 21 FAIRBANKS INDUSTRIAL PARK
PAN 0128201 GU-1 ZONING 54102 GSF



CODE REVIEW

2015 INTERNATIONAL BUILDING CODE
1991 AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES

OCCUPANCY CLASSIFICATION (304): MIXED USE NON-SEPARATED OCCUPANCIES
F-1 INDOOR MARIJUANA GROW FACILITY AND PROCESSING
S-1 PARKING GARAGE
B BAKERY

TYPE OF CONSTRUCTION (601): V-B (COMBUSTIBLE - NONRATED)

ALLOWABLE HEIGHT PER BUILDING: 40' 1 STORY WITH MEZZANINE

ALLOWABLE AREA PER BUILDING: F-1 = 8,500 SF NON SPRINKLERED

SPRINKLERS: NONE

ALARM SYSTEM (907): NOT REQUIRED

OCCUPANT LOAD:

GROW AREA 2845 / 300 = 9.5
GROWING ROOM 109 / 300 = 3.6
MECHANICAL SUBTOTAL GROW 13.1

BAKERY 461 / 300 = 1.5
KITCHEN 176 / 100 = 1.8
OFFICE 225 / 300 = .8
STORAGE/UTILITY SUBTOTAL BAKERY 4.1

GARAGE 691 / 200 = 3.5
GARAGE 1056 / 200 = 5.3
PACKAGING LOADING AREA SUBTOTAL GARAGE 8.8
TOTAL OCCUPANT LOAD 26

NUMBER OF EXITS: 1 EXIT REQUIRED OCCUPANT LOAD IS LESS THAN 49
2 EXITS SEPARATE EXITS PROVIDED FOR BAKERY AND GROW

FIXTURE COUNT: FIRST FLOOR OCCUPANT LOAD OVER 15 2 BATHROOMS PROVIDED
NEW BATHROOM WILL BE ACCESSIBLE.

BUILDING AREAS

EXISTING GRAND TOTAL FIRST FLOOR 6000 GSF
MEZZANINE ADDITION 1,900 GSF
GRAND TOTAL 7,900 GSF

MARIJUANA GROW FIRST FLOOR 2845 GSF
BAKERY FIRST FLOOR 2145 GSF
GARAGE FIRST FLOOR 1,911 GSF
MEZZANINE ADDITION 1,900 GSF

GROSS SQUARE FOOT AREA CALCULATED AS THE AREA INSIDE THE OUTSIDE FACE OF STUDS.

ROOM FINISH SCHEDULE

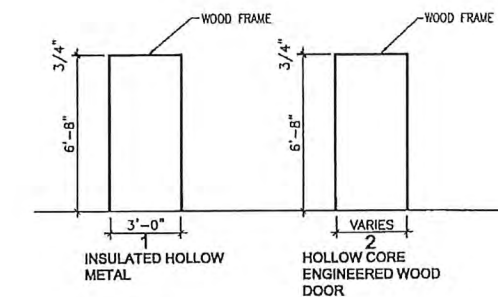
NUMBER	ROOM NAME	FLOOR		WALLS		CEILING		REMARKS	NUMBER
		MATERIAL	BASE	MATERIAL	FINISH	MATERIAL	FINISH		
101	ENTRY	E. CONC.	RUBBER BASE	E. GWB	PTD	E. GWB	PTD		101
102	OFFICE	E. CONC.	RUBBER BASE	E. GWB	PTD	E. GWB	PTD		102
103	SECURE STORAGE	E. CONC.	RUBBER BASE	E. GWB	PTD	E. GWB	PTD		103
104	BAKERY	E. CONC.	RUBBER BASE	E. GWB/FRP	PTD/FF	E. GWB	PTD	1,2.	104
105	PACKAGING LOADING AREA	E. CONC.	RUBBER BASE	E. GWB	PTD	E. GWB	PTD		105
106	GARAGE	E. CONC.	RUBBER BASE	E. GWB	PTD	E. GWB	PTD		106
107	GARAGE	E. CONC.	RUBBER BASE	E. GWB	PTD	E. GWB	PTD		107
108	PREP	E. CONC.	RUBBER BASE	E. GWB/FRP	PTD/FF	E. GWB	PTD	1,2.	108
109	UTILITY	E. CONC.	RUBBER BASE	E. GWB	PTD	E. GWB	PTD	1,2.	109
110	UNISEX	E. CONC.	RUBBER BASE	MIRGWB/FRP	PTD/FF	E. GWB	PTD	1,2.	110
111	UNISEX	E. CONC.	RUBBER BASE	E. GWB/FRP	PTD/FF	E. GWB	PTD		111
112	MECHANICAL	E. CONC.	RUBBER BASE	E. GWB	PTD/FF	E. GWB	PTD		112
113	PROCESSING	E. CONC.	RUBBER BASE	E. GWB	PTD/FF	E. GWB	PTD		113
114	GROW ROOM	E. CONC.	RUBBER BASE	E. GWB	PTD/FF	E. GWB	PTD		114
201	STAIR								201
202	KITCHEN								202
203	HALL								203
203A	CLOSET								203A
204	ROOM								204
205	CLOSET								205
206	ROOM								206
207	ROOM								207
208	CLOSET								208
209	BATH								209
210	SHOWER								210
211	STORAGE								211
212	ROOM								212

LEGEND
PTD PAINTED
E. EXISTING
GWB 5/8" GYPSUM WALL BOARD WITH SMOOTH WALL TEXTURE/ FINISH
MRGWB MOISTURE RESISTANT 5/8" GYPSUM WALL BOARD
FRP FIBER REINFORCED PANEL
CONC. SEALED CONCRETE
FF FACTORY FINISH

NOTES:
1. FULL HEIGHT FRP ALL WALLS
2. MRGWB 4' HIGH MINIMUM BEHIND PLUMBING FIXTURES AND 2' ADJACENT PERPENDICULAR

DOOR SCHEDULE

NUMBER	ROOM NAME	DOOR INFORMATION	FRAMES		HARDWARE	
			QUANTITY	TYPE	TYPE	GROUP
101	ENTRY	E. 1 3'-0" 6'-8" 1 0	WOOD	1		
101A	ENTRY	E. 1 3'-0" 6'-8" 1 0	WOOD	2		
101B	ENTRY	1 3'-0" 6'-8" 2 0	WOOD	3		
102	OFFICE	E. 1 3'-0" 6'-8" 2 0	WOOD	4		
104A	BAKERY	E. 1 3'-0" 6'-8" 2 0	WOOD	3		
104B	BAKERY	1 3'-0" 6'-8" 2 0	WOOD	2		
108A	UTILITY	E. 1 3'-0" 6'-8" 2 0	WOOD	2		
109B	UTILITY	E. 1 3'-0" 6'-8" 2 0	WOOD	3		
110	UNISEX	1 3'-0" 6'-8" 2 0	WOOD	4		
111	UNISEX	E. 1 2'-8" 6'-8" 2 0	WOOD	4		
112	MECHANICAL	E. 1 3'-0" 6'-8" 1 0	WOOD	5		
113	PROCESSING	E. 1 3'-0" 6'-8" 1 0	WOOD	5		
114	GROW ROOM	E. 1 3'-0" 6'-8" 1 0	WOOD	1		



HARDWARE
HW-1 KEYPAD DEADLOCKING DEADBOLT THRESHOLD WEATHERSTRIP SWEEP
HW-2 KEYPAD DEADLOCKING DEADBOLT
HW-3 KEYPAD DEADLOCKING DEADBOLT

HW-4 PRIVACY LOCKSET
HW-5 DEADLOCKING DEADBOLT THRESHOLD WEATHERSTRIP SWEEP

HARDWARE NOTES:
1) ALL LOCKSETS TO HAVE ADA COMPLIANT LEVER STYLE HANDLES.

L64 DESIGN

147 3rd avenue fairbanks alaska
907 474 0064



PERMIT SET

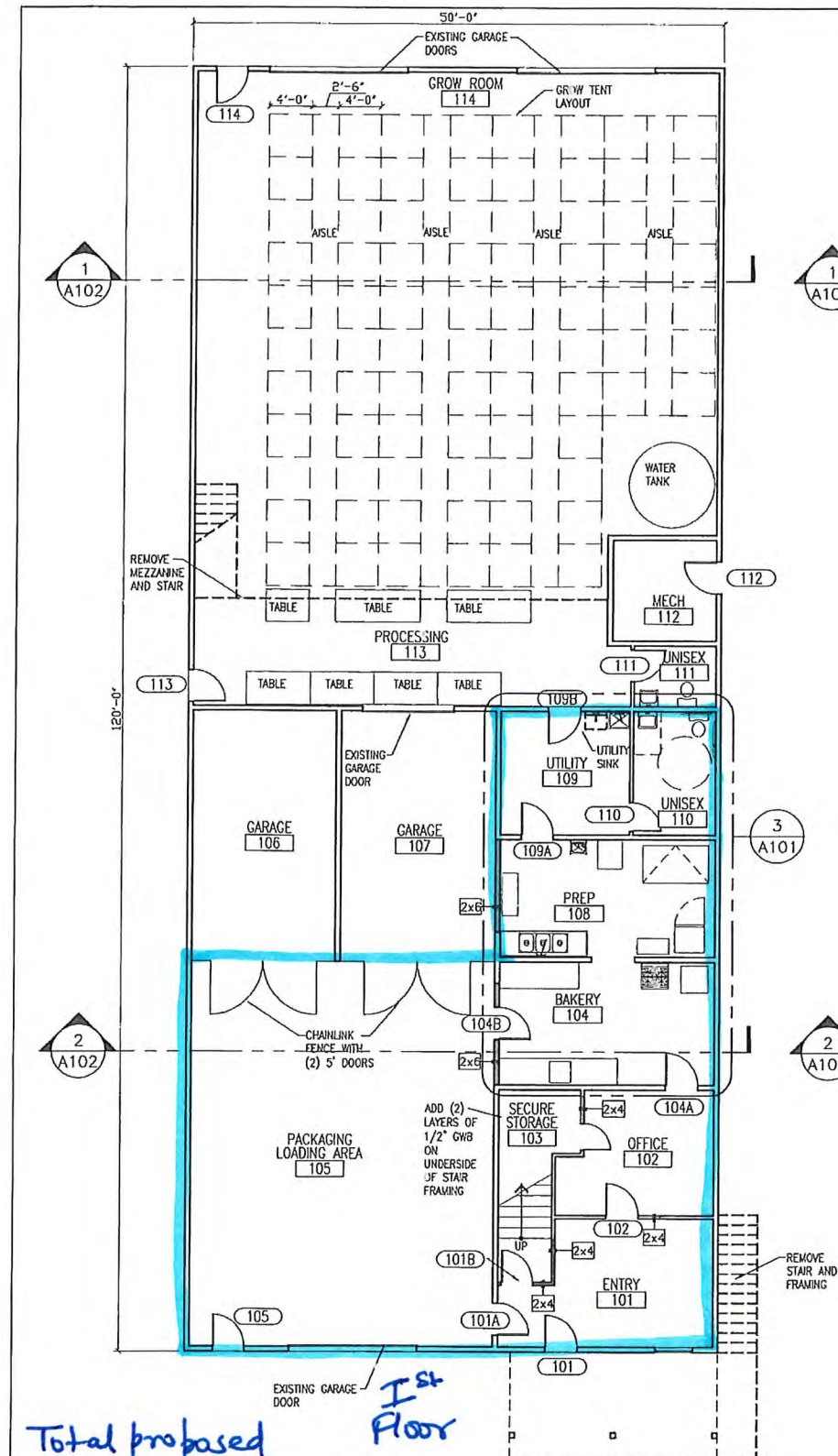
HANSON ROAD
GROW AND BAKERY
2745 HANSON ROAD
FAIRBANKS ALASKA 99709

job no. MISC
drawn by DRH
date 9 FEB 2018
1" IF DIFFERENT THAN 1" SCALE ACCORDINGLY

SITE PLAN
CODE REVIEW
ROOM FINISH SCHEDULE
DOOR SCHEDULE, DOOR TYPES
HARDWARE TYPES

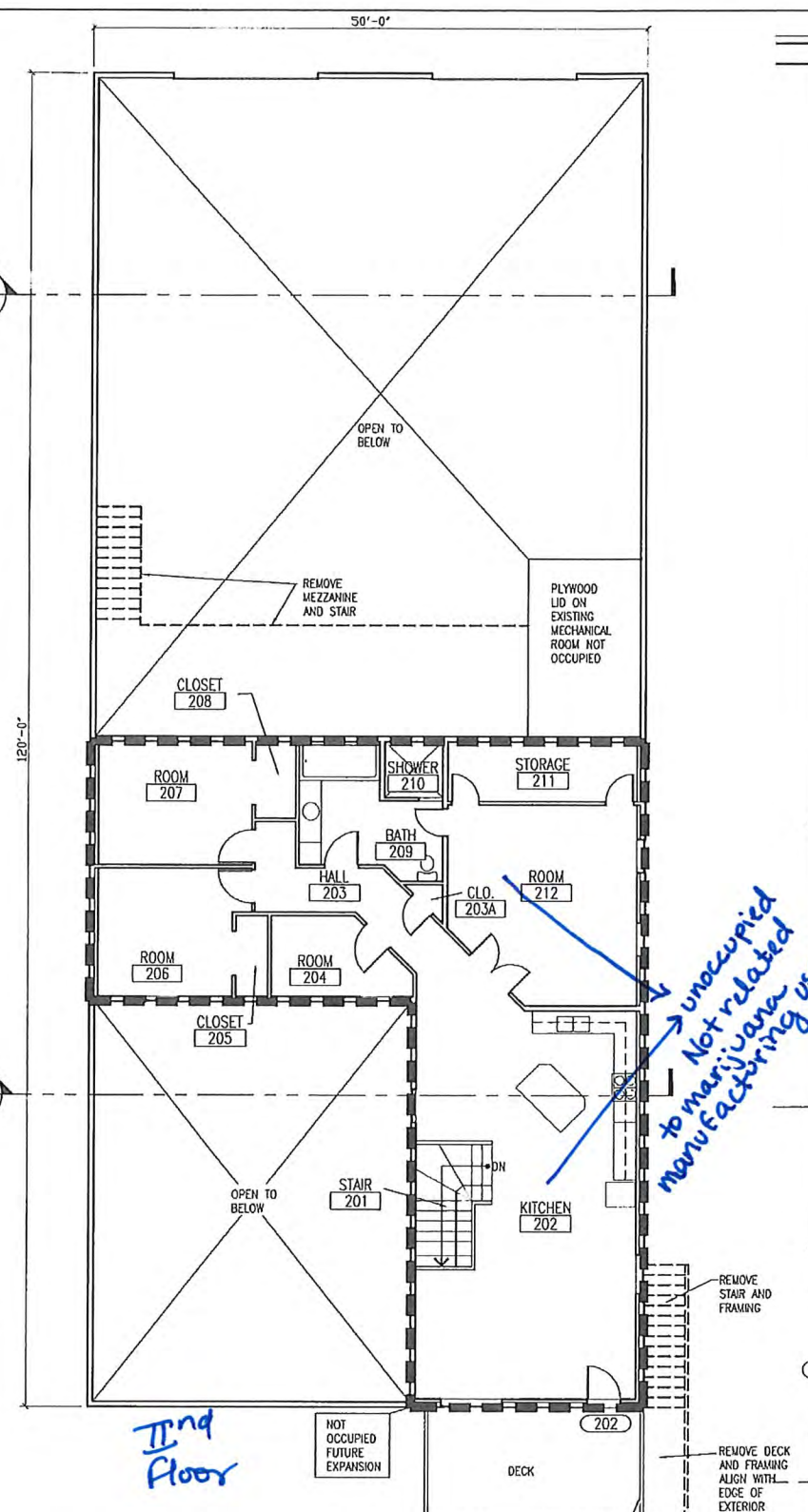
SHEET 1 OF 3

T101

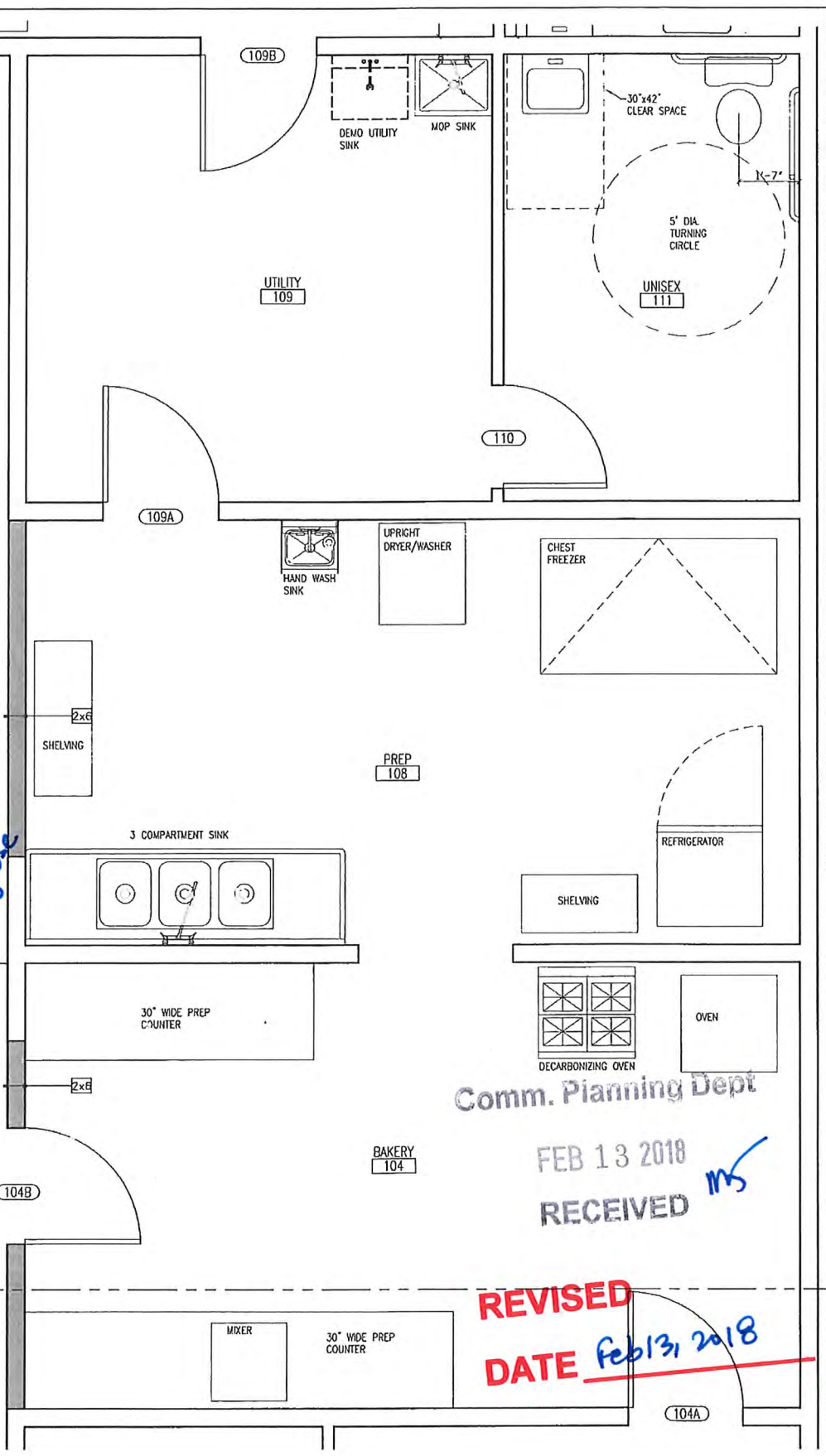


Total proposed Marijuana Manu. Area = 2,384 sqft. (highlighted in blue)

Ist Floor



IInd Floor



Comm. Planning Dept

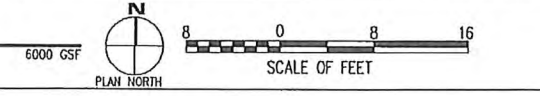
FEB 13 2018 RECEIVED

REVISED DATE Feb 13 2018

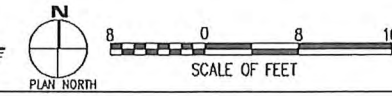
- GENERAL NOTES:**
1. DIMENSIONS ARE TO FACE OF FRAMING OR ICF, UNLESS NOTED OTHERWISE.
 2. DOORS ARE TO BE LOCATED 4" FROM THE ADJACENT WALL HINGE SIDE TO INSIDE FACE OF FRAME, UNLESS DIMENSIONED OTHERWISE.
 3. REFER TO ENLARGED FLOOR PLANS FOR DIMENSIONS AS REQUIRED.
 4. GARAGE FLOOR RADIANT SLAB ELEVATION IS 0'-0" BASELINE. ALL OTHER ELEVATIONS ARE MEASURED FROM THIS REFERENCE POINT.
 5. ALL ELEVATIONS ARE TO TOP OF RADIANT CONCRETE SLAB. NO FINISH FLOOR MATERIAL HAS BEEN ACCOUNTED FOR. COORDINATE FLOOR FINISH WITH OWNER.
 6. ALL WINDOW AND DOOR OPENING DIMENSIONS ARE ROUGH OPENING DIMENSIONS ALLOWING APPROXIMATE 1/2" SHIM/FOAM SPACE EVERY SIDE. ACTUAL SHIM SPACE VARIES.

- PLAN KEY:**
- NEW WOOD STUD WALL WITH SEE ROOM FINISH SCHEDULE FOR FINISHES
 - EXISTING WALL
 - EXISTING AND NEW OVERHEAD
 - FIRE EXTINGUISHER #10 2ABC

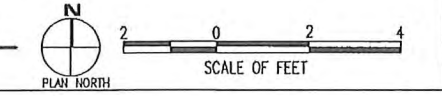
1 A101 FIRST FLOOR PLAN 1/8" = 1'-0" 1/16" = 1" 6000 GSF



2 A101 MEZZANINE FLOOR PLAN 1/8" = 1'-0" 1900 GSF



3 A101 ENLARGED BATHROOM PLAN 1/2" = 1'-0" 1900 GSF



L64 DESIGN
 147 3rd avenue fairbanks alaska
 907 474 0064
 STATE OF ALASKA
 49th David Hayes No. 10721
 FEB 9 2018 REGISTERED PROFESSIONAL
PERMIT SET

HANSON ROAD GROW AND BAKERY
 2745 HANSON ROAD
 FAIRBANKS ALASKA 99709

job no. MISC
 drawn by DRH
 date 9 FEB 2018
 1" IF DIFFERENT THAN 1" SCALE ACCORDINGLY

FLOOR PLANS ENLARGED PLAN

SHEET 2 OF 3
A101



PERMIT SET

**HANSON ROAD
GROW AND BAKERY**
2745 HANSON ROAD
FAIRBANKS ALASKA 99709

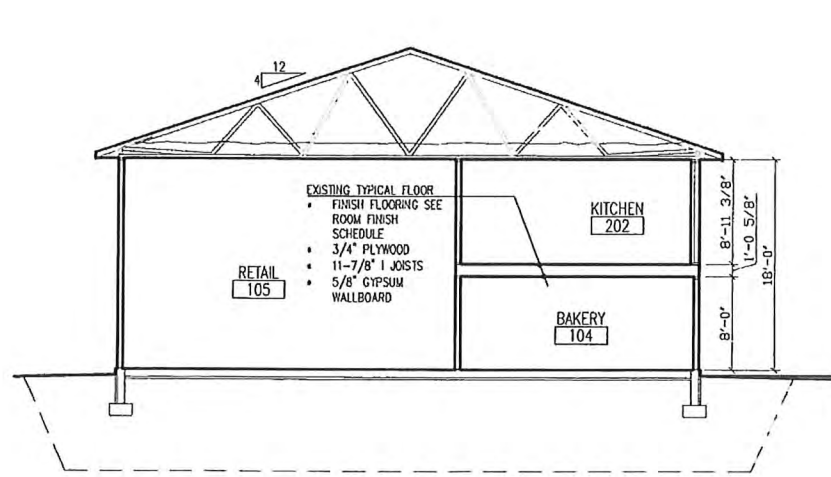
job no. MISC
drawn by DRH
date 9 FEB 2018

1" IF DIFFERENT THAN 1" SCALE ACCORDINGLY

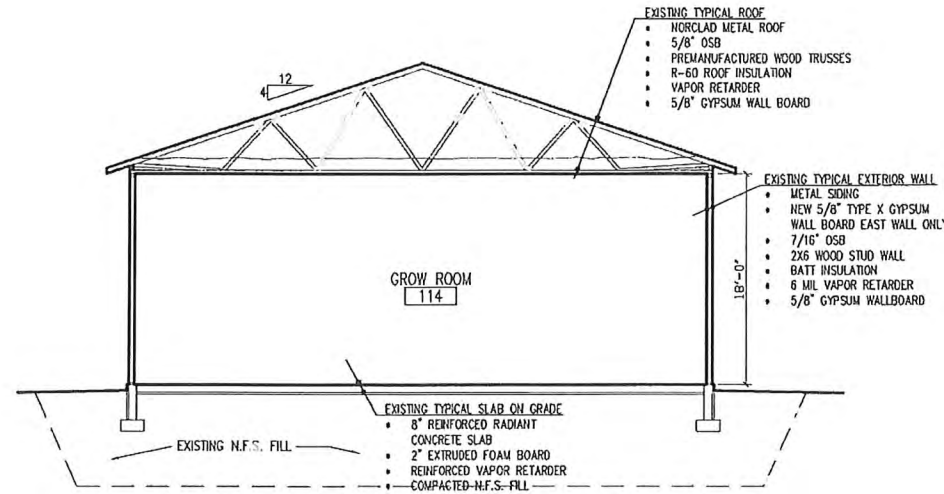
WALL SECTION

SHEET 3 OF 3

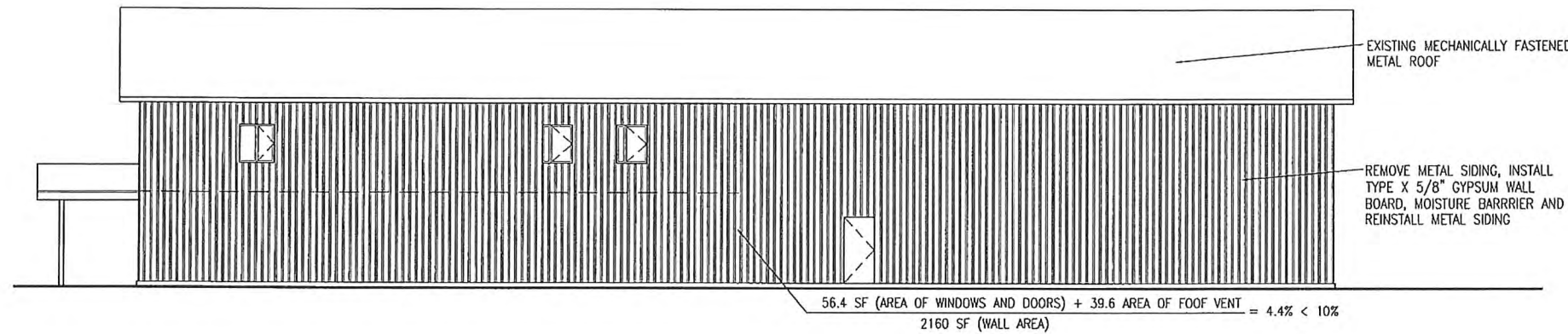
A102



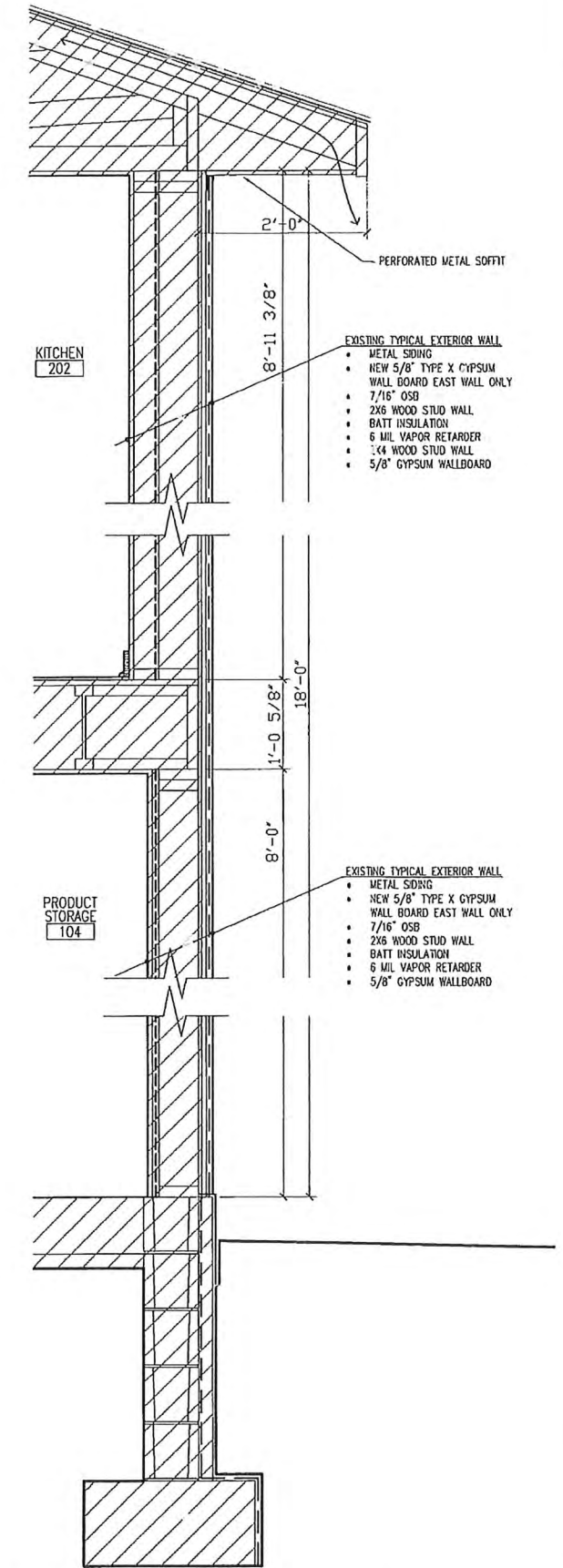
1 BUILDING SECTION
A102 1/8"=1'-0"
SCALE OF FEET



2 BUILDING SECTION
A102 1/8"=1'-0"
SCALE OF FEET



3 EAST ELEVATION
A102 1/8"=1'-0"
SCALE OF FEET



4 WALL SECTION
A102 1/4"=1'-0"
SCALE OF FEET

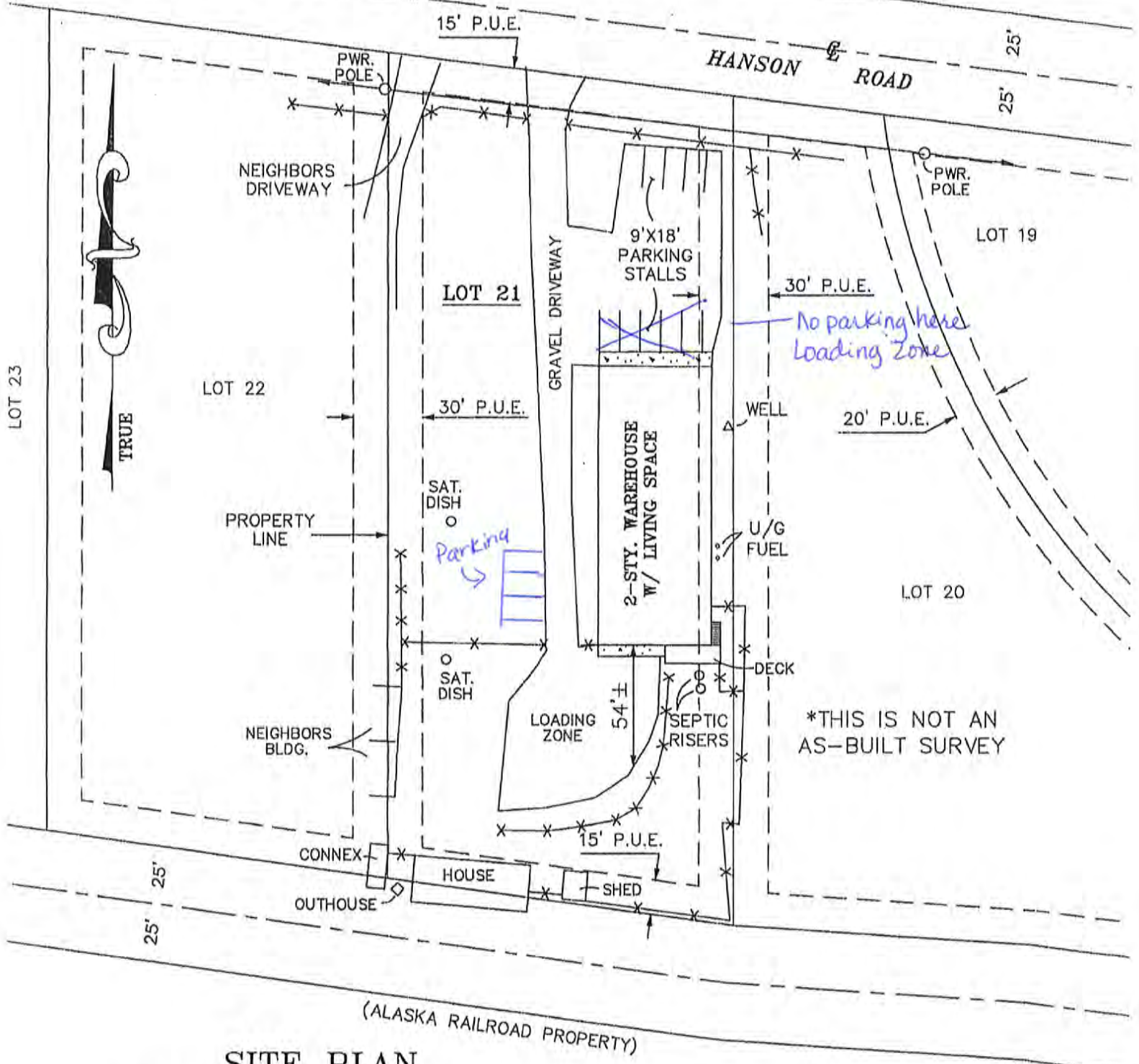
Comm. Planning Dept

FEB 13 2018

RECEIVED

REVISD

DATE Feb 13, 2018



*THIS IS NOT AN AS-BUILT SURVEY

SITE PLAN

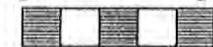
PREPARED FOR: AUDREY RANSTEAD

LOT 21 FAIRBANKS INDUSTRIAL PARK
2745 HANSON ROAD; FAIRBANKS, AK 99709

JOB NO.: 3TA16476 DATE: 6/29/2016 DRAFTED: AEB

GRAPHIC SCALE

0 60'



SCALE: 1" = 60'

Alcohol & Marijuana Control Office

License Number: 15800

License Status: New

License Type: Marijuana Product Manufacturing Facility

Doing Business As: BAKED ALASKA LLC

Business License Number: 1062188

Designated Licensee: Audrey Ranstead

Email Address: bagelsandbrew@outlook.com

Local Government: Fairbanks (City of)

Community Council:

Latitude, Longitude: 64.852170, -147.782788

Physical Address: 2745 Hanson Road Unit B
Fairbanks, AK 99709
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10071545

Alaska Entity Name: Baked Alaska LLC

Phone Number: 907-460-1903

Email Address: bagelsandbrew@outlook.com

Mailing Address: PO Box 83573
Fairbanks, AK 99708
UNITED STATES

Entity Official #1

Type: Individual

Name: Steve Hallsten
[REDACTED]

Phone Number: 907-322-0229

Email Address: smrtgen@me.com

Mailing Address: 1062 Dolphin Way
Fairbanks, AK 99709
UNITED STATES

Entity Official #2

Type: Individual

Name: Audrey Ranstead
[REDACTED]

Phone Number: 907-460-1903

Email Address: bagelsandbrew@outlook.com

Mailing Address: PO Box 83573
Fairbanks, AK 99708
UNITED STATES

Affiliate #1

Type: Individual

Name: Audrey Ranstead
[REDACTED]

Phone Number: 907-460-1903

Email Address: bagelsandbrew@outlook.com

Mailing Address: PO Box 83573
Fairbanks, AK 99708
UNITED STATES

Affiliate #2

Type: Individual

Name: Steve Hallsten
[REDACTED]

Phone Number: 907-322-0229

Email Address: smrtgen@me.com

Mailing Address: 1062 Dolphin Way
Fairbanks, AK 99709
UNITED STATES

ORDINANCE NO. 6079, AS AMENDED

**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 [new text or amounts shown in **bold underline** font; deleted text or amounts shown in ~~strikethrough~~ font]:

Section 1. That the attached Collective Bargaining Agreement is hereby ratified by the City Council.

Section 2. That the City's 2018 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

Section 3. 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

	YEAR 1	YEAR 2	YEAR 3	TOTAL
1.5% Health & Wages	\$ 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
ERL-Estimated Backfill at 100%	\$ 92,223.13	\$ 93,606.48	\$ 98,286.80	
Add PERS & Medicare 22.5%+1.45%	22,087.44	22,418.75	23,539.69	
Total ERL Leave Backfill Cost	<u>\$ 114,310.57</u>	<u>\$ 116,025.23</u>	<u>\$ 121,826.49</u>	
Management estimates backfill will occur 18.6% of the time	18.6%	18.6%	18.6%	
Increase in budget for ERL backfill	21,261.77	21,580.69	22,659.73	
Estimated increase in annual Leave Cashouts	4,000.87	4,060.88	4,263.93	
Total expected budget increase from ERL OT Backfill	<u>\$ 25,262.64</u>	<u>\$ 25,641.58</u>	<u>\$ 26,923.66</u>	77,827.87
Acting CO (3 drivers per year)	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)
General Fund Budget Increase	<u><u>\$ 35,822.00</u></u>	<u><u>\$ 119,785.36</u></u>	<u><u>\$ 205,905.63</u></u>	<u><u>\$ 361,512.99</u></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

	2018	2019	2020	Total
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	<u>\$ 101,729.06</u>	<u>\$ 206,510.00</u>	<u>\$ 209,607.65</u>	
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	
	<u>\$ 6,001.23</u>	<u>\$ 12,181.22</u>	<u>\$ 12,181.22</u>	
OT	1.5	1.5	1.5	
Total	<u>\$ 9,001.84</u>	<u>\$ 18,271.83</u>	<u>\$ 18,271.83</u>	
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><u>\$ 137,250.96</u></u>	<u><u>\$ 278,617.07</u></u>	<u><u>\$ 282,456.61</u></u>	<u><u>\$ 698,324.64</u></u>
Estimated GEMT recovery- CONSERVATIVE	-	(200,000.00)	(200,000.00)	-
Prior 6 month reach back	-	(100,000.00)	-	-
Potential recovery 1/2 \$345,000+indirect	<u>\$ -</u>	<u>\$ (300,000.00)</u>	<u>\$ (200,000.00)</u>	(500,000.00)
General Fund Budget Increase	<u><u>\$ 137,250.96</u></u>	<u><u>\$ (21,382.93)</u></u>	<u><u>\$ 82,456.61</u></u>	<u><u>\$ 198,324.64</u></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
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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:

Months of Service:	Suppression: (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:

Months of Service:	40-hour: (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 1st 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 31st, 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.

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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

PROPOSED SUBSTITUTE FISCAL NOTE

**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>
1.5% Health & Wages	\$ 76,816.50	\$ 76,816.50	\$ 76,816.50	\$ 230,449.49
		77,968.74	77,968.74	155,937.49
			79,138.28	79,138.28
Total 1.5% annual CPE increase over three years	<u>76,816.50</u>	<u>154,785.24</u>	<u>233,923.52</u>	<u>465,525.26</u>
ERL-Estimated Backfill at 100%	\$ 92,460.02	\$ 93,846.92	\$ 98,539.27	
Add PERS & Medicare 22.5%+1.45%	22,144.18	22,476.34	23,600.16	
Total ERL Leave Backfill Cost	\$ 114,604.20	\$ 116,323.26	\$ 122,139.43	
Management estimates backfill will occur 18.6% of the time	18.6%	18.6%	18.6%	
Increase in budget for ERL backfill	21,316.38	21,636.13	22,717.93	
Estimated increase in annual Leave Cashouts	4,011.15	4,071.31	4,274.88	
Total expected budget increase from ERL OT Backfill	\$ 25,327.53	\$ 25,707.44	\$ 26,992.81	78,027.78
Acting CO (3 drivers per year)	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)
Total ERL staffing changes and union match	<u>(40,929.61)</u>	<u>(34,934.02)</u>	<u>(27,948.73)</u>	<u>(103,812.35)</u>
General Fund Budget Increase	<u>\$ 35,886.89</u>	<u>\$ 119,851.23</u>	<u>\$ 205,974.79</u>	<u>\$ 361,712.91</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>
Driver with a Paramedic ProPay	30.97			
OT multiplier	1.5			
OT Rate	46.45			
# hours (1 day per shift for 5 months)	1,825			
Total	\$ 84,774.22			
PERS	19,074.20			
Medicare	1,229.23			
	<u>\$ 105,077.65</u>			
		PROGRAM STOPS UNTIL GEMT RECOVERY IS AVAILABLE		\$ 105,077.65
M2 Propay-Medic	2.74			
# hours (1 day per shift for 5 months)	1,825			
Total	\$ 5,001.02			
OT	1.5			
Total	\$ 7,501.54			
PERS	1,687.85			
Medicare	108.77			
	<u>\$ 9,298.15</u>			9,298.15
GEMT General Fund Budget Increase	<u>\$ 114,375.80</u>			<u>\$ 114,375.80</u>

Total General Fund Budget Increase	<u>\$ 150,262.69</u>	<u>\$ 119,851.23</u>	<u>\$ 205,974.79</u>	<u>\$ 476,088.70</u>
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PROPOSED SUBSTITUTE LABOR CONTRACT
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

FAIRBANKS FIREFIGHTERS UNION
IAFF LOCAL 1324

2018 – 2021

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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, Articles that have been non-funded shall be deemed immediately reopened for negotiations.

1. Any other article that both parties agree to may be opened for negotiations.
2. 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.
3. The following provisions will be in effect from the previous CBA:
 - a. 9.9H Union leave match, and
 - b. 15.8B Staffing levels – if an additional member 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

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."

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/ISO)
- 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. 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.
- e. 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.
- f. The City agrees to develop a training program for Captains and Battalion Chiefs.
- g. Employees on a promotional list for a position is qualified to be assigned acting if, the employee volunteers to act for 72 hours or is mentored for 48 hours.
- h. 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 SOP 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 four years. If the Member does not maintain the paramedic qualification they may be liable to repay the City at a prorated rate.
- 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. ****6.10.B.2 will be modified per the outcome of the 18-2 grievance arbitration.****
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, 16 hours of prorated straight time will be paid to make up for work missed.

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, 0800–1700 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 Chief 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 1.4. One hour taken off at the 40-hour rate will equal 1.4 hours in the suppression schedule leave bank. (this keeps the Member at the correct number of hours for a 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.

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:
 - 1. Interns shall not be counted in staffing calculations (Section 15.8).
 - 2. Interns will not be counted in Emergency Callbacks, but they may be used.
 - 3. One intern may be allowed on an apparatus per shift. Max 6 per shift.
 - 4. Interns will be a minimum of State of Alaska Firefighter 1.
 - 5. Interns riding on a Battalion apparatus will be limited to interns enrolled in the Emergency Management Degree program.
 - 6. 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 EVOC and the vehicle check off.

- iii. UFD interns may drive a crossed manned ambulance.
- 7. Interns may not displace a Member on any emergency but will work in conjunction with the crew.
- 8. The Internship program will in no way affect Members current working conditions.
- 9. Interns will wear uniforms similar in appearance to suppression Members
- 10. 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.
- 11. 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.

7.4 City Early-Out Day

Since FFD is an essential service and must remain working, if the city declares an early release from work day for a holiday, members on shift shall receive a leave credited to their account equal to the amount of time given to non-essential service employees.

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

Members shall accrue personal leave at the following rate:

Months of Service:	Suppression: (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:

Months of Service:	40-hour: (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 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 of the 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.

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 consenting 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 consenting 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

Employees may join the FF Local 1324, but union membership is not a condition of employment with the City.

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

1. After initial issue, it will be the responsibility of each member to maintain and restock the items listed in the SOPs.
2. 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.
3. 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, second or subsequent 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 EMT II/ EMT 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 GEMT 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: [To be published]

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(when staffed) | 10% |
| F. | The assigned Driver to M1 and M2(when staffed) | 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 Company Officer (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.
- 7. 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.
- 8. 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 consideration the older the information is 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;
4. Be a State of Alaska certified Firefighter II; and
5. Must have 60 hours of documented drivers training per NFPA/ISO

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.** The Union shall be informed, in writing, of a formal investigation concerning a Member which could lead to disciplinary action.
- C.** 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.
- D.** 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.
- E.** The Executive Board will be notified, in writing, of the final outcome of formal investigation.
- F.** 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.
- G.** No Member shall suffer a reduction in pay or benefits prior to imposition of a disciplinary penalty.
- H.** 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. If both the Fire Chief and Union agree the Member may continue to work 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 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] Benzoylcegonine

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

PUBLIC SAFETY COMMISSION

January 9, 2018
11:30 AM
Fairbanks Fire Department

PSC Members:

Joy Huntington (Seat A - 2018)	Steve Heckman (Seat E - 2018)
Tom Temple (Seat B - 2018)	Jason Doxey (Seat F - 2019)
Rich Meyer (Seat C - 2019)	Jason McComas-Roe (Seat G - 2020)
Buzzy Chiu (Seat D - 2020)	Thomas Carter (Seat H - 2020)

Regular Meeting Minutes

Call to Order at 11:34

ATTENDANCE: Joy Huntington, Tom Temple, Rich Meyer, Buzzy Chiu, Steve Heckman, Jason McComas-Roe and Thomas Carter. Jason Doxey was absent.

ADOPT AGENDA: The agenda was approved without additions.

APPROVE MINUTES: Minutes for the October 10, 2017 regular meeting was approved as written.

PUBLIC COMMENT: No comments from the general public were offered.

DEPARTMENT REPORTS:

FECC –Director Johnson reports they have conditional offers out for all positions. Backgrounds are taking longer. She expects to hold a dispatch academy starting in February. It take approximately 8-10 months for a dispatch candidate to complete training.

The FNSB Call Taking agreement is up for renewal. This contract is to answer all the 911 calls within the borough. There are no anticipated changes. After that contract is signed, the City of North Pole will be next.

The CAD software sharing agreement with FWW has had its kick-off meeting. A Transition timeline has not been identified yet. FWW received a Community Partnership award from the Department of the Army for this project. The Alaska State Troopers are looking at doing the same type of software share, and she expects their kick-off meeting to be in April.

She reports the Sobering Center, a joint project between City of Fairbanks and TCC is now open, however is not open 24 hours a day yet. CSP transports clients to the facility. They can accept up to 18 clients. This provides an alternate to taking clients to the Correctional Center. The City of Fairbanks has requested 350K as a legislative request to continue funding of CSP. CSP is operating 20 hours a day. During 3-8am, FPD & FFD handle calls for service.

PW: Director Jacobson provided PSC members with a copy of the PW Update submitted to the Mayor and Council the evening before. He reports that PW hired 30 temps in December to allow for both day and night crews removing snow. Last year was actually double the normal snow fall. This year has been large quantities all at once, but actually not above average.

His department is reviewing marijuana facilities – how many, how dense, cultivation, zoning, etc. Currently Fairbanks has 6 cultivation facilities, 9 stores, as compared to 41 bars. Community input is being requested by City Council.

He is also reviewing the extension of businesses into public spaces (such as sidewalks and curbs.) This is a new area the City is exploring, and has the support of the Fairbanks Downtown Association. While one establishment is making the current request, it will impact other

establishments as well, so a policy/plan needs to be developed. He made mention of the recognition of two PW employees featured in the 2017-2018 Fairbanks Trades Women calendar,

FPD – They are currently down 6 positions and have an individual about to retire. They currently have 7 candidates in background and had 10 candidates eliminated from the hiring list. They have three officers in FTO, and Kurt Allan has returned to FPD from retirement. DMT is down one position, so they are backlogged on data entry, which accounts for the NIY (Not in Yet) codes on the FPD statistical report. The Sergeant promotion testing has been completed, and all 8 candidates who took the exam did well.

2017 saw 13 homicides, up from the previous record of 8 in 2016. No specific factors can be identified as to why the increase from a pretty stable rate in the last 25 years prior. In reviewing the statistics, it is noted that self-initiated calls for law enforcement are just as important as 911 calls. These indicate the officers are on the street doing their jobs, patrolling and observing. They continue to deal with the challenges of the new bail schedule, that has individuals back out on the street often before the paperwork is done.

FFD – The FFD stats were reviewed by Chief Styers. One employee left the end of December and that position was not funded in 2018. He anticipates 5 additional staff to depart by the end of June. It takes 2-4 months to bring new personnel on line once they complete their prehire screening. Currently there are 4 individuals out for injury and 1 on extended military leave. This is driving up overtime.

The new ambulance purchased by the City (A-09) matches the previous purchased unit. A partnership has been set up with the UAF Paramedic Academy for their staff to support as instructors, and they are able to send two students to PM school on tuition waiver, a savings of approximately 18K in fees.

OLD BUSINESS - None

NEW BUSINESS - None

CLOSING COMMENTS:

Mr. McComas-Roe questioned whether these meetings were advertised to the public, which it was confirmed they were. Old business agenda topic for next meeting – Homicide rate report from FPD. Possible presentation for future meeting – DDACTS and what it would do for FPD and what resources are needed to implement it.

It was determined that the commission should investigate the marijuana facility density issues to provide a recommendation to the Mayor and Council.

NEXT MEETING:

A special meeting for the purpose of discussing Marijuana density, and the Lavelle's Taphouse Outdoor Extension will be held on Tuesday, January 30th at 11:30 at Fairbanks Police Department. The next regularly scheduled meeting will be held on April 10th, location to be announced.

ADJOURNED: 1:15pm

end of minutes

PUBLIC SAFETY COMMISSION

January 30, 2018

11:30 AM

Fairbanks Police Department (hosted by FECC)

PSC Members:

Joy Huntington (Seat A - 2018)

Stephen Heckman (Seat E - 2018)

Tom Temple (Seat B - 2018)

Jason Doxey (Seat F - 2019)

Rich Meyer (Seat C - 2019)

Jason McComas-Roe (Seat G - 2020)

Buzzy Chiu, Chairman (Seat D - 2020)

Thomas Carter (Seat H - 2020)

Special Meeting Minutes

Meeting called to order by Chairman Chiu at 11:30am. Attendance: Tom Temple, Rich Meyer, Buzzy Chiu, Stephen Heckman, Jason Doxey, Jason McComas-Roe and Tom Carter. The purpose of the special meeting was to discuss 1) Marijuana Density recommendations and 2) 2nd Avenue Tap House Premises. Also in attendance were Dani Snider – City Clerk, Paul Ewers – City Attorney, Jeff Jacobs – PW Director, Kyle Green – Deputy Fire Marshal

Marijuana Density Recommendation Discussion Summary.

Current political sentiment in general seems to be 3 basic positions

- Some people think the city has too many already or shouldn't allow marijuana retail stores.
- Some people think there should be limits set.
- Some people think the market should dictate how many stores there are.

Of note, marijuana licenses can transfer ownership, but not location. To open at a new location would require a new application.

Ms. Snider said that an ordinance needs to be adopted to set policies and administrative procedures to provide guidance for how her office is to handle the applications, including public notices, etc. A question was raised concerning the conflict between federal and state law. Mr. Ewers stated this was an issue being debated on a national level and only time will tell how it will be resolved. As State law allows the recreational use and sale of marijuana, the City needs to have an ordinance if it wishes to have those activities regulated in any way. Currently the City Council is approving the license requests without any specific guidelines for approval.

Discussion on the subject of limiting the number of facilities to a predetermined number met with strongly varied opinions. There was agreement that some factors, such as hours of business or even potentially proximity or concentration of facilities should be addressed but no agreement on setting a specific number. Arguments were made that marijuana establishments should be limited following the state guidelines for the number of alcohol licenses for a community (which currently are being exceeded by nearly 400%). Other arguments were made that by limiting the number of licenses, they are then turned into a commodity, and a government created monopoly is established. The market will determine how many retail stores the area can support. There was an argument made that the destructive influence of marijuana parroted that of alcohol and so access should be restricted. This argument was countered that alcohol and marijuana are different substances and that the impact of use on public safety is not an equivalent.

A consensus vote was taken on whether the commission should recommend that marijuana establishments be restricted. There were only 2 votes in favor of restriction, 4 in opposition to restriction, and 1 abstain. Through a motion approved unanimously, Chairman Chiu was directed to report to that only 2 of the 7 commission members recommend restricting licenses by population.

As to other elements of the proposed ordinance, there was significant discussion regarding the lack of specificity or appropriateness of most of section 12.14. A motion passed 6-1 that the PSC supports an ordinance but wants to see more specificity, particularly in section 14-214, and does not support it in its current form.

2nd Ave Tap House Premises Extension:

The second topic on the agenda: 2nd Ave Tap House Premises extension was tabled to another meeting, date to be determined. The meeting adjourned at 1:08pm.

PUBLIC SAFETY COMMISSION

**February 22, 2018
11:30 AM
Fairbanks Police Department**

PSC Members:	Joy Huntington (Seat A - 2018)	Stephen Heckman (Seat E - 2018)
	Tom Temple (Seat B - 2018)	Jason Doxey (Seat F - 2019)
	Rich Meyer (Seat C - 2019)	Jason McComas-Roe (Seat G - 2020)
	Buzzy Chiu, Chairman (Seat D - 2020)	Thomas Carter (Seat H - 2020)

Special Meeting Minutes

Meeting called to order by Chairman Chiu at 11:33am. Attendance: Tom Temple, Rich Meyer, Buzzy Chiu, Stephen Heckman, Jason Doxey, Jason McComas-Roe and Tom Carter. The purpose of the special meeting was to discuss the 2nd Avenue Tap House Premises Extension. Also in attendance were the following City of Fairbanks Department representatives: Dani Snider – City Clerk, Paul Ewers – City Attorney, Jeff Jacobs – PW Director, Kyle Green – Deputy Fire Marshal, Dan Welborn – Deputy Police Chief, and Stephanie Johnson – Director FECC. There was no public testimony offered.

2nd Ave Tap House Premises Extension:

History: During the summer of 2017, Noble Street was closed due to construction. This created a situation in which traffic to businesses along 2nd Avenue was limited. The City of Fairbanks granted a temporary permit for Lavelle’s Tap House to extend their premises into the public right of way, based on the reduced traffic cause. This was a successful configuration for the business and they are requesting permission the City Council to grant them a seasonal extension of their premises, allowing them to set up outside seating from the front of their building to the street side perimeter of the parking lots in front of their building from approximately May 1st to October 1st annually.

Multiple City departments have protested this request. Many of the same concerns were shared by the various agencies and are summarized as follows:

- There are significant safety concerns allowing public seating to extend into the “roadway” even with jersey barriers. The barriers do not prevent patrons from extending limbs into the roadway and there is no space between the barriers and traffic.
- The traffic along 2nd Avenue was not thru traffic in 2017, and with the traffic pattern restored, there will be much more traffic and larger vehicles (trucks and buses) using that section of road. The jersey barriers will not provide protection from things protruding from (like mirrors) or things falling from the larger vehicles.
- The proposed layout of the barriers is not sufficient to route traffic away from seated patrons should a vehicle impact them. An adequate layout would require additional parking spaces to be used in order to create the correctly angled barrier.
- Concern this would set a precedent. If one establishment is allowed to do so, then there would not be any grounds to prohibit others from making the same request.
- Use of public spaces and parking lots is ok for special events, but should not be a routine practice. During those special events, extra steps are taken to block or restrict traffic, and public safety agencies continually monitor the event.
- Parking downtown is already at a premium.
- The City should be commended for its support of the TapHouse last year when it faced a business impact caused by the traffic restriction, but circumstances are different and public safety should be the basis of the decision on this request.
- If the council approves this request, the council should identify how and by whom complaints are to be mitigated.

The following motion was approved unanimously: “The Public Safety Commission recommends the Fairbanks City Council deny the request for an extension of premises for Lavelle’s Taphouse.”

Meeting was adjourned at 12:02pm

PUBLIC SAFETY COMMISSION

April 10, 2018
11:30 AM
Fairbanks Fire Department

PSC Members:	Joy Huntington (Seat A - 2018)	Stephen Heckman (Seat E - 2018)
	Tom Temple (Seat B - 2018)	Jason Doxey (Seat F - 2019)
	Rich Meyer (Seat C - 2019)	Jason McComas-Roe (Seat G - 2020)
	Buzzy Chiu, Chairman (Seat D - 2020)	Thomas Carter (Seat H - 2020)

Regular Meeting Minutes

Meeting called to order by Stephen Heckman at 11:31.

ATTENDANCE: Commission members present were Tom Temple, Rich Meyer, Stephen Heckman, Jason Doxey, Jason McComas-Roe & Thomas Carter. Buzzy Chiu was excused, and Joy Huntington was absent.

ADOPT AGENDA: The agenda was approved without additions.

APPROVE MINUTES: The minutes from the regular meeting of January 9, 2018, as well as the minutes from the special meetings of January 30, 2018 and February 22, 2018 were approved as published.

PUBLIC COMMENT: No comments from the general Public were offered. Teal Soden reported from the Mayor's Office that there was a Marijuana work session with Council on April 23rd. Lavelle's has been granted permission to do an extension into their parking lot next to the building, as a street extension was not approved. She indicated the PSC feedback was helpful to the Mayor.

DEPARTMENT REPORTS:

PUBLIC WORKS – Director Jacobson reported yesterday was the last day of picking up snow. The rest will just be blown out of the streets. It is melting during the day and freezing at night, so this should help snow melt off in a controlled manner. All neighborhoods had snow removed twice during the winter, but timing of snow storm had some people frustrated with snow. They are gearing up to address frozen drains. PW has experienced significant turn over, not really related to work conditions but more individual life changes.

Mr. McComas-Roe commented that PW is underfunded, even though we are in snow country and know snow is coming. This winter had more snow and less removed. Director Jacobson reported he went to council seeking funding for weekend hires in March to remove snow, however council didn't approve. There is a \$250K Emergency Snow Fund, but it requires Council & CFO approval to use. PW has seen an overall budget decrease of \$400K over the last two years. This year there was just insufficient funds to meet the expectations of the public.

FECC – The FECC has started stacking ambulance calls for FFD, as a result of the area agencies no longer automatically responding to ambulance calls when FFD is out on other calls. They will come in to cover Delta & Echo (life-threatening emergencies). The current procedure is to stack (hold) a call for the next available ambulance. This is a change for the Fire Department, but has been common practice for law enforcement. The reason for this difference as most law enforcement calls are not in progress, so delays do not have as significant impact on callers.

FPD – Deputy Chief Brad Johnson reports three new officers have gone out on their own in the last 4/6 weeks, and one officer is currently in Field training. They had one lateral hire, which reduces the time it takes to get an officer on the street. There was one homicide in January, it was domestic violence related. At the next meeting FPD will report on the homicide rates, and the circumstances of each one in 2016 & 2017.

FFD – Neither Chief was available to attend the meeting, no report provided.

OLD BUSINESS – None

NEW BUSINESS - None

CLOSING COMMENTS

Mr. McComas-Roe indicated that it appears there are insufficient funds for Public Safety activities in the City budget. He is also concerned the Public Safety Commission has no real influence to change this. The workload being handled by the PS agencies is greater than simply providing it to 30K Fairbanks citizens, but in reality providing services to 3x that many. The revenue cap holds available funds fixed, while demands on service continue to increase.

NEXT MEETING

Public Works will be hosting the July 10th meeting at 2121 Peger Road. After the meeting they would be happy to provide a tour to PSC members to look at their operations.

ADJOURNED: 12:35

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Totals
<u>INCOMING CALLS: 911 calls</u>													
TTY Calls	0	0	0	0	0	0	0	0	0	0	0	0	0
FNSB 911	2,657	2,383	2,365	0	0	0	0	0	0	0	0	0	7,405
Out of Area 911*	29	39	36	0	0	0	0	0	0	0	0	0	104
Abandoned 911	284	211											495
Total 9-1-1 Calls	2,970	2,633	2,401	0	0	0	0	0	0	0	0	0	8,004
ADMINISTRATIVE CALLS:													
FECC Admin	5,071	4,530	4,714	0	0	0	0	0	0	0	0	0	14,315
FECC ALARM TECHS	204	161	176	0	0	0	0	0	0	0	0	0	541
FECC CSP	363	333	361	0	0	0	0	0	0	0	0	0	1,057
FECC Fire	258	236	245	0	0	0	0	0	0	0	0	0	739
FECC Police	475	445	387	0	0	0	0	0	0	0	0	0	1,307
FECC Supervisors	113	88	101	0	0	0	0	0	0	0	0	0	302
Total Administrative Calls:	6,484	5,793	5,984	0	0	0	0	0	0	0	0	0	18,261
Total Incoming Calls:	9,454	8,426	8,385	0	0	0	0	0	0	0	0	0	26,265
<u>OUTGOING CALLS</u>													
Outgoing Calls	3,449	3,583	3,129	0	0	0	0	0	0	0	0	0	10,161
Station to Station	312	219	243	0	0	0	0	0	0	0	0	0	774
Total Outgoing Calls:	3,761	3,802	3,372	0	0	0	0	0	0	0	0	0	10,935
TOTAL PHONE CALLS (ALL TYPES):	13,215	12,228	11,757	0	0	0	0	0	0	0	0	0	37,200
<u>9-1-1 ANSWER TIMES (Based on NENA Standard 56-005)</u>													
10 Seconds or less (Minimum Standard = 90%)	92.2%	93.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	15.4%
20 Seconds or less (Minimum Standard = 95%)	96.7%	97.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	16.2%
Greater than 20 Seconds	3.3%	2.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%
<u>CALLS FOR SERVICE</u>													
CSP TRANSPORTS	221	244	326	0	0	0	0	0	0	0	0	0	791
CSP	463	443	604	0	0	0	0	0	0	0	0	0	1,510
Fire & EMS	1,109	996	957	0	0	0	0	0	0	0	0	0	3,062
Police	2,838	1,993	2,286	0	0	0	0	0	0	0	0	0	7,117

FAIRBANKS POLICE DEPARTMENT

STAFFING REPORT

April 10, 2018

	SWORN	CIVILIAN
Authorized	45	6
Current	40	4
In Training	1	0
To Academy	1	0
Military Duty/FMLA/Light Duty	1	0
Upcoming Hires	0	0
Backgrounds-Modified	0	n/a
Backgrounds-All other	2	0
Potential Retirements	2	0

UPCOMING DATES:

4/20-4/22 Outdoor Show

4/28 PO Testing

4/30 Oral Boards

5/3 COPS Seminar

5/19 PO Testing

5/21 Oral Boards

5/31 COPS Seminar

2017 2018
FAIRBANKS POLICE DEPARTMENT OVERALL DEPARTMENT STATISTICS Mar 2016 - Mar 2017

	MAR 2017	APR 2017	MAY 2017	JUN 2017	JUL 2017	AUG 2017	SEP 2017	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018
TOTAL CALLS FOR SERVICE	1774	1900	2059	1976	2103	1954	2040	1928	1798	1906	1977	1765	2045
AVG # OF OFFICERS	20.48	18.71	19.70	17.43	18.80	17.48	17.36	21.87	20.47	19.85	21.48	23.62	22.98
CALLS PER OFFICER	86.62	101.55	104.52	113.37	111.86	111.78	117.51	88.16	87.84	96.02	92.04	74.72	88.99
SELF INITIATED	478	492	562	523	579	486	583	542	496	508	657	574	740
TRAFFIC STOPS	218	190	235	202	219	157	259	287	263	269	260	267	456
CITATIONS	63	87	123	93	108	75	94	114	99	84	91	124	172
NON-TRAFFIC	5	13	30	18	13	23	25	27	15	7	4	10	3
TRAFFIC	58	74	93	75	95	52	64	87	84	77	87	114	169
Moving	18	42	20	32	35	21	16	20	35	32	33	48	79
Non-Moving	40	31	103	41	56	29	42	92	60	49	58	75	93
Equipment	5	1	0	2	4	2	6	2	4	3	0	1	1
CITATIONS/OFC	3.08	4.65	6.24	5.34	5.74	4.29	5.41	5.21	4.84	4.23	4.24	5.25	7.48
ALL OTHERS	260	302	327	321	360	329	324	255	233	239	397	307	284
TOTAL PART ONE	180	171	194	195	183	194	176	163	146	161	NIY	NIY	NIY
Homicide	0	2	1	0	2	0	1	1	2	0	NIY	NIY	NIY
Forcible Rape	1	0	2	2	3	3	3	1	2	3	NIY	NIY	NIY
Robbery	4	4	6	3	3	4	4	3	5	2	NIY	NIY	NIY
Assault	43	33	42	55	47	49	43	32	32	50	NIY	NIY	NIY
Burglary	10	17	16	22	11	19	11	8	7	9	NIY	NIY	NIY
Larceny	89	99	109	109	96	101	102	104	81	85	NIY	NIY	NIY
Motor Vehicle Theft	33	16	18	4	21	18	12	14	17	12	NIY	NIY	NIY
TOTAL PART TWO	194	189	208	183	204	208	215	239	176	219	NIY	NIY	NIY
TOTAL ARRESTS	100	98	127	135	97	108	110	141	122	108	99	140	
CITY PAID FCC	0	0	13	5	13	0	3	4	0	0	0	0	NIY

SPECIAL INTEREST CATEGORIES

	MAR 2017		APR 2017		MAY 2017		JUN 2017		JUL 2017		AUG 2017	
	CALLS	ARR	CALLS	ARR	CALLS	ARR	CALLS	ARR	CALLS	ARR	CALLS	ARR
ALL ASSAULTS	104	18	98	16	95	18	93	26	107	22	81	21
DV RELATED	88	13	89	7	78	11	88	3	88	14	67	16
DUI	57	17	80	19	117	25	98	13	83	15	89	14

	SEP 2017		OCT 2017		NOV 2017		DEC 2017		JAN 2018		FEB 2018		MAR 2018	
	CALLS	ARR	CALLS	ARR	CALLS	ARR	CALLS	ARR	CALLS	ARR	CALLS	ARR	CALLS	ARR
ALL ASSAULTS	94	12	99	15	95	12	151	20	115	19	87	20	94	
DV RELATED	75	6	73	11	85	10	119	15	91	11	66	10	70	
REDDI/ DUI	95	19	110	20	71	15	76	18	35	19	52	18	63	

4/10/2018 10:44 AM



FAIRBANKS DIVERSITY COUNCIL
REGULAR MEETING MINUTES
APRIL 10, 2018 – 5:30 P.M.
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Fairbanks Diversity Council (FDC) convened at 5:30 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following members in attendance:

Members Present:

Zee Nace, Seat A	Douglas Toelle, Seat J
Lisa Slayton, Seat B	Rita Davis, Seat L (arrived at 5:43 p.m.)
Juanita Webb, Seat D (telephonic)	Jeff Walters, Seat M
Kathryn Ottersten, Seat E	Amber Taylor, Seat N
Herbert Butler, Seat G	June Rogers, Councilmember (telephonic)
Marna Sanford, Seat I	Angela Foster-Snow, HR Director

Members Absent:

Montean Jackson, Seat C (excused)	Vacant, Seat K
Svetlana Nuss, Seat F (excused)	Kelvin Lee, Seat O
Rosalind Kan, Seat H	

Also Present:

D. Danyielle Snider, City Clerk	Brad Johnson, Deputy Police Chief
Mike Meeks, Chief of Staff	

CALL TO ORDER & READING OF THE FDC MISSION STATEMENT

Chair Matherly read the FDC Mission Statement.

PLEDGE OF ALLEGIANCE

Chair Matherly led the group in the Pledge of Allegiance.

APPROVAL OF AGENDA

Mr. Toelle, seconded by Ms. Ottersten, moved to APPROVE the Agenda.

Chair Matherly called for objection to APPROVING the Agenda and, hearing none, so ORDERED.

Chair Matherly welcomed new member, Zee Nace. Ms. Nace introduced herself to the group. Chair Matherly stated that he will have to leave the meeting early, and he requested to speak to New Business, Item (a) out of order.

New Business, Item (a) was addressed out of order per the Mayor's request.

a) Mayor's Vision for the Future of the FDC

Chair Matherly spoke to his thoughts about the future of the FDC, and he stated that the May meeting would be held in a Work Session format. He stated that he is still working on his ideas for the future, but it has been molded by the purpose of the FDC as outlined in the enacting ordinance and the

Diversity Action Plan (DAP). **Mr. Walters** stated that the Education & Outreach Committee plans to look at the draft plan at its next meeting.

Chair Matherly shared that former Council Member Jerry Norum's funeral service would be held on April 11. He excused himself from the meeting at 5:45 p.m. and left Vice Chair Walters to preside over the remainder of the meeting.

CITIZENS COMMENTS (Limited to 3 Minutes)

Tonya Coty, Director of Employment & Educational Opportunity at Fairbanks North Star Borough School District (FNSBSD) – Ms. Coty shared that the last FNSBSD Diversity Committee meeting of the school year will be Thursday, April 12 at 5:30 p.m. She stated that the school district is collaborating with a group called the National Coalition Building Institute to train school district leaders on how to be more diversity-minded. She stated that those trained may come back to train other staff.

Helen Marie Matesi – Ms. Matesi commented on issues raised at the last FDC meeting. She stated that women, minorities, disenfranchised individuals, and groups come to the FDC to be included, heard, to hear the actions of the FDC, and to learn of other diverse groups. She stated that at the last meeting, statistics were mentioned regarding women and minority hires and the number of cold cases involving minority individuals. She wondered whether the public could have access to real numbers showing proportions and ratios; she added that transparency builds confidence and trust. She stated that during the Fairbanks Police Department (FPD) report, it was mentioned that a change in the type of music at Kodiak Jack's would make for a less problematic establishment. Ms. Matesi questioned how a change to country western music would make a bar less troublesome. She stated that the film presentation at the last meeting was timely given that the National Museum for Peace and Justice is opening a commemoration of lynching monstrosities this week in Alabama. She stated that the survivors of those who were hung must own that their ancestors were victimized, and the survivors of the perpetrators and onlookers must own the roles that their ancestors played. She recommended a PBS series titled, "As I Rise" and spoke about a racial equity workshop at UAF facilitated by Fran Partridge and Kyana Wheeler. She asked if the FDC could invite the facilitators to speak or host a workshop.

Mr. Butler asked Ms. Matesi to clarify her request for statistics. Ms. Matesi stated that she would like to see the ratio of minorities in cold cases and the statistics on hiring women and minorities at the City since the FDC became involved in the hiring process.

Ms. Davis said her niece is one of the victims of a cold case. She stated that for the size of the community, there are many cold cases. She stated that there was an effort to create two cold case detective positions at FPD, but the City Council only approved one. She expressed disappointment that Peyton Merideth is no longer the cold case detective. She shared that there will be a remembrance ceremony on April 26 at noon at the Golden Heart Plaza to remember victims of cold cases. **Ms. Sanford** informed Ms. Matesi that cold case information is available online at the at the FPD's website.

Sara Harriger, 5445 Cascade Road, Fairbanks – Ms. Harriger stated that she recently moved back to Fairbanks after being away for 11 years. She stated that she is the new Executive Director at the Morris Thompson Center. She shared the mission of the Center and asked how the Center can partner with the FDC.

Vice Chair Walters asked about the difference between the Morris Thompson Center and Explore Fairbanks. Ms. Harriger explained that the Center is a non-profit organization whose purpose is to be a community gathering place, support cultural bridging, and support the activities of the three partners in the building: Explore Fairbanks, Tanana Chiefs Conference, and the Alaska Public Lands Information Center. She stated that Explore Fairbanks is one of the founding partners and is represented on the board for the Center. **Vice Chair Walters** asked if the Center could help the FDC with outreach; Ms. Harriger stated that she could not speak for Explore Fairbanks, but she listed various ways the Center could work with the FDC.

Mr. Butler asked whether there is any availability at the facility for picnic-style gatherings. Ms. Harriger stated that it is possible to have food-based events in the building; she stated that there are rules for renting space.

Hearing no more requests to speak, **Vice Chair Walters** declared Citizens' Comments closed.

CALENDAR OF EVENTS

Ms. Taylor stated that the Fairbanks Native Association (FNA) will hold a Sexual Assault Awareness month walk on Wednesday, April 25 from 5:30 – 7:30 p.m.

Ms. Davis reminded everyone of the remembrance ceremony at noon on April 26.

Ms. Nace stated that the National Day of Silence for the LGBTQ community is April 27. She stated that those participating in the event stay silent to raise awareness for those in the community who may not have a voice or are not able to use their voice.

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of March 13, 2018

Mr. Toelle, seconded by **Ms. Slayton**, moved to APPROVE the minutes of March 13, 2018.

Vice Chair Walters took a voice vote on the motion to APPROVE the Minutes. The motion PASSED unanimously.

FAIRBANKS POLICE DEPARTMENT & HUMAN RESOURCES REPORTS

a) HR Director Foster-Snow Report on Hiring Process as it Relates to the Collection of Demographic Information from Applicants

Ms. Foster-Snow provided a handout on Equal Opportunity Employment (EOE) information to members. She stated that she would like to know what the FDC wants to see. She pointed out that the EOE form provided to applicants is optional. She addressed applicant and hiring demographics at the FPD for the past three years and asked whether the FDC would like to see similar information for all departments at the City.

Ms. Slayton commented that the statistics are a great first step. She asked whether there is anything specific being done to recruit women and minorities. **Ms. Foster-Snow** stated that she used to be more involved in FPD hiring and recruitment; she stated that the City tries hard to be inclusive without

targeting any specific group. She spoke about recent efforts to recruit, and she stated that there was a robust recruitment effort in the Lower 48 in 2016. **Ms. Slayton** commented that recruitment efforts in 2016 appear to have been better than other years.

Ms. Ottersten stated that it appears the ratio of men and women applicants to those who were hired is skewed. **Ms. Foster-Snow** explained how few applicants make it through the entire hiring process, and she indicated that the City could do a better job tracking where applicants are dropping off in the hiring process. She stated that there are currently two female officers at FPD. Deputy Chief Johnson added that the number of female officers at FPD has varied greatly throughout the years.

Ms. Ottersten stated that women are still expected to do more at home, and she wondered whether it should be considered that society makes it easier for men to be police officers than women. Deputy Chief Johnson stated that he has been at FPD many years, and it has been an area of struggle for a long time. He stated that having a demographic in a police department that does not represent the community is a problem nationwide. He stated that the last three police chiefs have tried a whole range of things and have created partnerships to try to broaden the applicant pool. He stated that it is a struggle to get non-white, non-males to apply. Deputy Chief Johnson stated that he has been working on professional accreditation for the department, and they strongly stress in the standards that demographics should represent the community. He stated that currently, FPD is doing its best just to fill positions because it has been short-staffed for so long with no end in sight. He stated the department continues to lose people to retirements and other agencies, and they are currently down five positions. He stated that FPD will continue to do its best to recruit and hire a diverse workforce and to provide adequate public safety.

Mr. Butler asked whether the statistics she handed out are being publicized. **Ms. Foster-Snow** stated that they are available to the public, but the City is not advertising them. **Ms. Butler** asked about police academy success rates. Deputy Chief Johnson stated that there has been only one recruit in the last number of years who was dropped from the academy; he stated that there is a near 100% success rate for the academy unless a recruit leaves willingly. **Mr. Butler** asked whether the police union plays a role in applicant selection; Deputy Chief Johnson replied that it does not. **Mr. Butler** asked where the City sits nationwide and statewide in regard to wages and benefits. Deputy Chief Johnson stated he feels that the FPD is not competitive, and he believes it is affecting recruitment and retention. **Mr. Butler** asked how many complaint cases there are by City employees that have gone into policy and procedure to resolve. **Ms. Foster-Snow** stated that she has not had any since she started at the City in 2015. She explained that many employees are hired internally, and the hiring process is very regulated. She referenced the final page of the handout she provided, and she stated that every union group has a different hiring process. She stated that there have been complaints from people who have been let go.

Vice Chair Walters thanked **Ms. Foster-Snow** for compiling the numbers, and he stated that he would like to see more statistics in the future. He expressed hope that the FDC could help broaden the City's applicant pool. He reminded FDC members that they have a place at the FPD hiring table.

Ms. Foster-Snow asked what tools members need to help the City recruit diverse applicants.

Mr. Toelle pointed out that there is only one question that might indicate a disability on the EOE form; he suggested that something else be added. **Ms. Foster-Snow** stated that a question about reasonable accommodations is asked at the beginning of each job interview.

Mr. Butler stated that it is difficult for the FPD to attract Alaska Natives because the Alaska State Troopers (AST) and the Village Public Safety Officers (VPSO) would likely hire them first. He stated that he has invited VPSO Director Sgt. Jody Potts to come to FDC meetings. **Ms. Foster-Snow** stated that Sgt. Potts is always welcome in the City's HR Department.

Ms. Slayton thanked Ms. Foster-Snow for the handout. She asked what the City needs to get back to the recruitment numbers shown in 2016. Ms. Foster-Snow replied that the City needs a bigger budget to do out-of-state recruitment. Deputy Chief Johnson mentioned that the AST and the Anchorage Police Department (APD) have fulltime recruitment teams that do nothing but travel and recruit. **Ms. Sanford** stated that both the AST and VPSOs are grossly understaffed.

Vice Chair Walters thanked FPD for being represented at FDC meetings. **Ms. Foster-Snow** briefly summarized current vacancies at the City. She stated that the City is offering a \$20,000 sign-on bonus for lateral police officers.

DIVERSITY TOPIC OF THE MONTH

- a) Presentation by Jessica Stossel, Client Services Director, and Helen Bradley, Prevention Coordinator – Interior Alaska Center for Non-Violent Living (IACNVL)

Ms. Stossel and Ms. Bradley introduced themselves. Ms. Stossel provided statistics from a 2015 statewide victimization survey of adult women in regard to intimate partner violence and sexual violence. She provided similar statistics from a Fairbanks survey that was done in 2011. She stated that the IACNVL provided 20,640 shelter nights for a total of 322 victims served at the emergency shelter in FY2017. She spoke to statistics of other services provided by the Center. She stated that the organization focuses on prevention in two different ways: community and individual. She stated that the emergency shelter is open 365 days a year and has 56 beds, clothing, food, laundry facilities, and more. She stated that the shelter also serves 42 villages in the Interior. Ms. Stossel listed some of the types of advocacy the Center provides: public assistance, jobs, housing, mental health assistance, substance abuse assistance, civil and legal advocacy, criminal case assistance, and more. She stated that the Center also helps victims file police reports and works closely with local law enforcement. She stated that she has been doing her job for nearly 19 years, and sometimes she sees the same people as when she first started at the Center. Ms. Stossel spoke to the challenges victims face in getting out of abusive relationships. She spoke to the success of the permanent, supportive housing program; she stated that an individual must qualify for the housing program, and there are two rules: do not disturb your neighbor, and pay rent. She stated that if people are given a safe place to live, they can be successful in getting out of a bad situation. She stated that there is a lack of sustainable, affordable housing in Fairbanks, but the goal is to get people into independent housing.

Ms. Taylor asked whether the Center is considering getting its own social worker/counselor. Ms. Stossel stated that the Center had a counselor on staff before, but they found that people wanted to go elsewhere; she stated that the Center works closely with other local counselors.

Vice Chair Walters asked how the Center interacts with law enforcement. Ms. Stossel gave an example of the interaction between agencies in a sexual assault case; she stated the sexual assault response team consists of a law enforcement officer, a forensic nurse, and an advocate. She stated that the Center is also a contact when the police is searching for someone; she stated that the AST and FPD contact the shelter on a regular basis.

Ms. Bradley stated that the prevention program's goal is to prevent the first instance of domestic violence or sexual assault. She stated that the Center wants to create an involved community that does not tolerate unsafe relationships. She spoke to current strategies to promote healthy relationships, and she discussed the Center's work with the FNSBSD and UAF. She stated that the Center works with education for adults and youth. She spoke briefly to the Green Dot Program, but stated that it is volunteer-based and has been difficult to get off the ground. Ms. Bradley provided some details about two youth programs, Girls on the Run and the Boys Companion program. She stated that the programs help young people to set boundaries early. She briefly spoke to some statewide programs, and she mentioned the Fairbanks Prevention Alliance made up of community representatives from public health, FNA, the Office of Children's Services (OCS), Fort Wainwright, and law enforcement. She stated that they are working on a readiness assessment to see where the community is at in terms of addressing violence. She stated that if we are going to end violence, it needs to be everyone's problem.

Ms. Nace asked about the Center's online presence. Ms. Bradley stated that they are working on a statewide online outreach plan; Ms. Stossel added that the Center has a Facebook page. Ms. Nace stated that from her experience, it seems there is a gap in domestic violence and sexual assault education at West Valley High School. Ms. Bradley stated that according to the recently-passed Alaska Safe Children's Act, schools are required to provide child abuse prevention to K-6 grade students and teen dating violence prevention to 7-12 grade students. She stated that she visits schools when invited by teachers or counselors. Ms. Nace asked how the community readiness assessment is being administered. Ms. Bradley replied that they are using the Tri-Ethnic Model which starts with interviews from 7-12 community leaders/key people. She stated that they will also perform a community perception survey by which they will poll as many people as possible to see if people think there is a problem. She stated that it may also help to identify the most at-risk population.

Ms. Ottersten stated that the LGBT community has an enormous domestic violence issue, and she spoke to her experience with sexual assault and domestic violence. She asked about the Center's involvement with the LGBT community. Ms. Stossel stated that the Center has helped individuals from the LGBT community, but she is sure there are more who need help that have not reached out. She stated it is a common misconception that the Center only provides services to women; she clarified that the Center's services are limited to intimate partner violence. She added, however, that staff can provide resources for other types of issues. Ms. Bradley spoke to the importance of representing everyone in the community; she stated that she reached out to the Gender Pioneers when she first took the job, and she asked them for some help with materials. She stated that she wants to do no harm in her work with the community.

Mr. Toelle stated that there was a woman turned away from the Rescue Mission in middle of the night a few years ago, but the IACNVL took her in even though she did not meet the criteria. He expressed appreciation to the Center for that.

Vice Chair Walters stated that the FDC will hold a work session in May to look at the enacting ordinance and DAP. He asked Ms. Stossel and Ms. Bradley if there is anything they would like to see the FDC work on. Ms. Stossel replied that she would like to give the issue more thought.

NEW BUSINESS

- a) Mayor's Vision for the Future of the FDC

This item was addressed by Mayor Matherly prior to Citizens' Comments.

Vice Chair Walters asked whether anyone had any thoughts on the issue before moving on. **Ms. Slayton** stated that the FDC is a Council, not a Committee, and does not want the “teeth” to be taken out of the Diversity Council. **Mr. Toelle** commented that it almost sounded as though the group was going to become party planners; he stated that he will wait to see what is presented at the next meeting. **Ms. Sanford** stated that there is no way that she is going to just attend events and not weigh in on every diversity issue in the community that she wishes to weigh in on. She stated that she is excited for the next meeting. **Ms. Slayton** stated that she does not want to become “cover” for someone.

FDC COMMITTEE REPORTS

a) FDC Accessibility Committee Minutes – March 15, 2018 (informational only)

Mr. Toelle stated that **Mr. Walters** wrote down thoughts from last Accessibility Committee meeting; he stated that three members attended. He stated that the minutes list the seven top things the group has discussed. He stated that he has yet to complete his task.

Ms. Sanford stated that the Policy & Procedure Committee did not meet, and they would probably not meet until some direction is given.

Vice Chair Walters stated that the Education & Outreach Committee will meet on Friday at noon.

Mr. Toelle stated he thought there was going to be a section added to the FDC agenda for legislative updates. **Mr. Butler** stated that he invited Representative Scott Kawasaki to attend a Diversity Council meeting. **Ms. Sanford** stated that the smoke-free workplace bill passed out of the Senate; she stated that the bill has large bi-partisan support, and she is excited about it.

FDC MEMBERS COMMENTS

a) Committee Assignment for Newest Member

Vice Chair Walters suggested that the committee assignments be addressed at the next meeting.

Ms. Ottersten stated that she had no comments.

Ms. Slayton stated that there are some handouts available on the table.

Mr. Toelle thanked the speakers for attending. He stated that his term on the FDC will expire in June, and he may not reapply.

Ms. Davis apologized for being tardy. She commented that FDC members should get to know each other better; she stated that she believes the group could be more effective if members knew more about each other. She spoke in support of community involvement with the FDC.

Ms. Rogers thanked everyone for their comments. She stated that the one comment she would like to remember the most is the significance of the FDC and to not water down the FDC's importance in local government. She stated that the FDC is a Council, not a Committee.

Ms. Webb expressed agreement with Ms. Sanford and Ms. Rogers. She stated that she is curious about the work session in May, and she welcomed new members.

Ms. Foster-Snow stated that the draft plan is an attempt to get an FDC calendar started; she indicated that it is based off the enacting ordinance and the DAP. She stated that there is a list of organizations that the FDC is supposed to be partnering and collaborating with, and she used the hospital as an example. She spoke to the plan as being an “inspired charge.” She suggested that since the next meeting is a work session, members could bring food and make it a potluck.

Mr. Butler stated that a Borough representative regularly attended Policy & Procedure Committee meetings. He stated that he wants to remember that the Borough is involved in the work of the FDC, and he suggested inviting someone from the Borough to the next meeting. He welcomed Ms. Nace.

Ms. Taylor stated that she had no comments.

Ms. Sanford welcomed Ms. Nace. She commented on the recent Zuckerberg hearing. She stated that she does not think she is going to reapply for service on the FDC when her term ends in June, but she added that she will withhold her decision until after the May meeting. She stated that she has been frustrated with the administration’s way of dealing with issues that have been raised. She stated she feels the FDC could do more, and she would like to address hard issues.

Ms. Nace stated that she is thankful for the opportunity to represent youth on the FDC; she expressed hope that she could help the FDC take action and have difficult conversations.

Vice Chair Walters welcomed Ms. Nace. He reported that he was in touch with someone from a Deferred Action for Childhood Arrivals (DACA) group, and there is a social justice group in Anchorage that looks at immigration issues. He stated he is trying to get more information on a statewide basis.

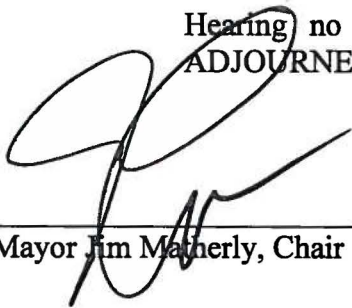
MEETING DATES

- a) Next Meeting Date, May 8, 2018

ADJOURNMENT

Mr. Toelle, seconded by **Ms. Davis**, moved to ADJOURN the meeting.

Hearing no objection, **Vice Chair Walters** declared the meeting
ADJOURNED at 7:36 p.m.



Mayor Jim Matherly, Chair



D. Danyielle Snider, CMC, City Clerk

Transcribed by: DS



**FAIRBANKS DIVERSITY COUNCIL
WORK SESSION MINUTES
JUNE 12, 2018 – 5:30 P.M.
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA**



The Fairbanks Diversity Council (FDC) convened at 5:30 p.m. on the above date to conduct a Work Session at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following members in attendance:

Members Present:	Montean Jackson, Seat C	Jeff Walters, Seat M
	Juanita Webb, Seat D	Amber Taylor, Seat N
	Kathryn Ottersten, Seat E	Kelvin Lee, Seat O
	Herbert Butler, Seat G	June Rogers, Councilmember
	Marna Sanford, Seat I	Angela Foster-Snow, HR Director
	Douglas Toelle, Seat J	

Members Absent:	Zee Nace, Seat A (excused)	Rosalind Kan, Seat H (excused)
	Lisa Slayton, Seat B (excused)	Vacant, Seat K
	Svetlana Nuss, Seat F (excused)	Rita Davis, Seat L

Also Present:	D. Danyielle Snider, City Clerk	Patricia Manuel, HR Admin
	Christina Rowlett, Risk/Purchasing	

The group came together at 5:30 p.m. to enjoy a potluck; each member reintroduced themselves to the group by telling a little about their background, why they joined the FDC, and what they would like to see the FDC accomplish.

BREAKOUT SESSIONS

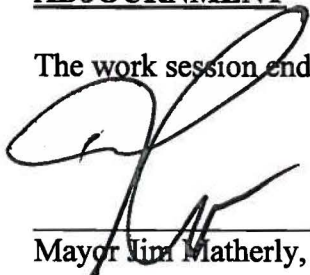
Members divided into three groups, and the groups rotated through three separate breakout sessions led by City staff. The breakout groups discussed the prioritization of the Diversity Action Plan (DAP), an inclusion statement for City job descriptions, and thoughts and ideas for the future of the FDC. Everyone reconvened at 7:35 p.m. in the Council Chambers to wrap-up the work session.

MEETING DATES

The next Regular Meeting of the FDC is scheduled for Tuesday, July 10, 2018.

ADJOURNMENT

The work session ended at 7:50 p.m.



Mayor Jim Matherly, Chair



D. Danyielle Snider, CMC, City Clerk

Transcribed by: DS