



FAIRBANKS CITY COUNCIL
AGENDA NO. 2018–19
REGULAR MEETING SEPTEMBER 24, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

It is the mission of the City of Fairbanks to provide quality essential services to all City residents to ensure Fairbanks is a vibrant place to live, work, thrive, and visit.

REGULAR MEETING

6:30 p.m.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
5. CITIZENS' COMMENTS, oral communications to the City Council on any item not up for public hearing. Testimony is limited to three minutes, and the comment period will end no later than 7:30 p.m. Any person wishing to speak needs to complete the register located in the hallway. Normal standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, please silence all cell phones and electronic devices.
6. APPROVAL OF AGENDA AND CONSENT AGENDA

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

8. SPECIAL ORDERS

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6082 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union, IAFF Local 1324. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 6083 – An Ordinance Authorizing the Lease of Space in City Hall to FAST Planning, Inc. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 4844 – A Resolution Authorizing the City of Fairbanks to Accept the FFY2017 Community Development Block Grant (CDBG). Introduced by Mayor Matherly.
- *b) Resolution No. 4845 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Highway Safety Office for the FFY2018 DUI Traffic Enforcement Unit. Introduced by Mayor Matherly.
- *c) Resolution No. 4846 – A Resolution Authorizing the Mayor to Enter into a Contract with Engel Entertainment for Production of a Possible Television Series. Introduced by Mayor Matherly.
- *d) Resolution No. 4847 – A Resolution Ratifying the Reorganization of FMATS and the Incorporation of FAST Planning. Introduced by Mayor Matherly.
- *e) Ordinance No. 6084 – An Ordinance Amending Fairbanks General Code Chapter 74, Article IV Hotel/Motel Tax to Increase the Tax Rate and the City's Percentage. Introduced by Mayor Matherly.

13. DISCUSSION ITEMS (Information and Reports)
 - a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL
 - *a) Memo to Approve Appointment of 2018 Election Officials
 - *b) Fairbanks Diversity Council Meeting Minutes of July 10, 2018
 - *c) Fairbanks Diversity Council Meeting Minutes of August 14, 2018

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION
 - a) PSEA Labor Negotiations
 - b) IBEW Labor Negotiations

19. ADJOURNMENT

ORDINANCE NO. 6082

**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 September 2018.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

**City of Fairbanks
Fiscal Note
One-Year Wage increase of 2.3%; Remove Three Captains; Add Three Firefighters**

	YEAR 1	YEAR 2	YEAR 3	TOTAL
2.3% Health & Wages	\$ 112,547.85	\$ 112,547.85	\$ 112,547.85	\$ 337,643.55
		-	-	-
Total 2.3% annual CPE increase over three years	<u>112,547.85</u>	<u>112,547.85</u>	<u>112,547.85</u>	<u>337,643.55</u>
Acting CO (3 drivers per year)	13,596.57	13,596.57	13,596.57	40,789.72
				-
Less Three Captains	(443,601.55)	(443,601.55)	(443,601.55)	(1,330,804.64)
Add Three Firefighters II	372,752.22	372,752.22	372,752.22	1,118,256.65
				-
Less City Union Match	-	-	-	-
Total staffing changes and union match	<u>(57,252.76)</u>	<u>(57,252.76)</u>	<u>(57,252.76)</u>	<u>(171,758.27)</u>
General Fund Budget Increase	<u>\$ 55,295.09</u>	<u>\$ 55,295.09</u>	<u>\$ 55,295.09</u>	<u>\$ 165,885.28</u>

Increase over current budget	0.93%	0.93%	0.93%	2.78%
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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 **October 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.

If 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

1.3 Binding Conditions

If 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 if 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. **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 leaves 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 4-10 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. 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 18-02 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 can 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:
 - 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 EVOC 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. If 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 can 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 Personal Leave Crediting

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

9.3 Personal Leave Pay Rate

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

9.4 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.

9.5 Absences

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

9.6 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.

9.7 Credited Leave

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

9.8 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 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 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.

9.9 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.
- H. The City will match, on an "hour for hour" basis, leave donated in accord with this section.

9.10 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

- A. Employees may join the FFU 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:

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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, if 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. 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 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 responsibility 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, 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

If additional members are on duty, at least one Member will be assigned to the Aerial Device.

C. In addition to the minimum apparatus and staffing listed in Section 15.8.B, the department will have one additional paramedic on duty always. 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.

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

Cost of Living: Effective 1/1/18

1. The Package rate (total health care premium and wages) increase for 2018 will be 2.3%
2. Wage Reopeners: Each of the remaining years of the contract (2019,2020,2021) will have a wage reopener. The wage reopener discussions will begin Nov 1 of the year before.
3. 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.
4. If Health care premium increases are greater than the Package increase all the increase will go to health care.

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

C. 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 hours minimum.
4. Callback for staffing: 1.5 X regular rate, 4 hours minimum.
5. Special over time: 1.5x regular rate, 2 hours 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 hours minimum.
 - c. Staffing, 4 hours 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 be considered the older the information is for use at subsequent disciplinary proceedings.

17.7 Union Access to Information

It is recognized that during 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.
- G.** 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.
- H.**

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.

18.3 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. If 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.
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 always. 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 during 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] 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

ORDINANCE NO. 6083

**AN ORDINANCE AUTHORIZING THE LEASE OF SPACE
IN CITY HALL TO FAST PLANNING, INC.**

WHEREAS, the City owns and maintains City Hall, located at 800 Cushman Street, also known as Block 104A, Fairbanks Townsite; and

WHEREAS, the City is a signatory to the Fairbanks Metropolitan Area Transportation System Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning, along with the City of North Pole, the Fairbanks North Star Borough, and the State of Alaska; and

WHEREAS, the City has provided office space to the FMATS Coordinator's Office since 2007 under the Memorandum of Understanding for the Implementation of a Fairbanks Metropolitan Area Transportation System Coordinator's Office; and

WHEREAS, on July 19, 2018, FMATS reorganized as a non-profit corporation under the laws of the State of Alaska and is now named Fairbanks Area Surface Transportation Planning, Inc. ("FAST Planning"); and

WHEREAS, FAST Planning currently occupies three rooms on the second floor of City Hall – a private office for the executive director, a shared space for the transportation planner and the administrative assistant, and a conference room next door; and

WHEREAS, the City administration understands that the FAST Planning Policy Board may be interested in a lease of those three rooms to FAST Planning and has determined that they are currently not needed for municipal purposes; and

WHEREAS, Fairbanks General Code Section 70-41 authorizes the City to lease city owned real property and Section 70-42(b) specifies that any lease be made only by authority of ordinance; and

WHEREAS, it is the finding of the City Council that authorizing the lease of space in City Hall to FAST Planning is in the best interest of the community.

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

SECTION 1. That a lease instrument substantially in the form shown in attached Exhibit A is hereby authorized by Council for the purposes stated above, providing for a five-year lease term.

SECTION 2. That the Mayor is hereby authorized and directed to execute said lease on behalf of the City, and the City Clerk is authorized to attest and affix the City Seal to said instrument, the execution of which shall take place not less than thirty (30) days after the effective date of this ordinance, as prescribed by City Charter Sec. 8.3 and FGC Sec. 70-56.

SECTION 3. That the effective date of this ordinance shall be the ____ day of September 2018.

JIM MATHERLY, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. DANYIELLE SNIDER, CMC, City Clerk

PAUL EWERS, City Attorney

EXHIBIT 'A' TO ORDINANCE NO. 6083
DRAFT REAL ESTATE LEASE, AS AMENDED

THIS LEASE executed and effective this ____ day of _____ 2018, between THE CITY OF FAIRBANKS, a municipal corporation of the State of Alaska, with an address of 800 Cushman Street, Fairbanks, Alaska, 99701, hereinafter called Lessor, and FAST PLANNING, INC., an Alaska nonprofit corporation, with an address of 800 Cushman Street, Fairbanks, Alaska, 99701, hereinafter called Lessee;

WITNESSETH:

WHEREAS, the City of Fairbanks, by Ordinance No. 6083, authorized execution of this lease of City owned property identified below.

NOW THEREFORE, Lessor, in consideration of the rent hereinafter specified and of the mutual covenants and agreements herein expressed, leases that certain real property, described as follows:

1. Lease of Premises. The Lessor leases to Lessee, and Lessee leases from Lessor, the real property located at Fairbanks, Alaska, more particularly described as follows:

1.1 Premises. A portion of 800 Cushman Street, Fairbanks, Alaska, located within Block 104, Fairbanks Townsite, known as "City Hall," containing 1,122 square feet, comprised of the following identified building areas:

1.2 Three Rooms on the Second Floor, South. Comprising a private office for the executive director, a shared space for the transportation planner and the administrative assistant, and a **shared** conference room next door, **which schedule shall be maintained by FAST Planning**.

1.3 Common Areas. Lessee shall have access to such ancillary areas as restrooms, break rooms, elevators, and hallways, **and shall be permitted to use the Council Chambers for its public meetings when the space is not scheduled for city business and is otherwise available**.

2. Parking. The following parking is made part of this Lease:

2.1 Unreserved Parking. Lessee shall have incidental use of available "Permit Required" spaces in the parking lot east of City Hall and the City of Fairbanks Police Station, which is accessible from both Cushman Street and 10th Avenue.

3. Term. The term of this Lease is five (5) years, commencing on October 1, 2018, and ending at midnight on September 30, 2023.

4. Escape Cancellation. Lessee, upon 90 days advance written notice delivered to the address of Lessor, may cancel and terminate this lease, surrendering the premises in a neat and clean condition.

5. Rent. As compensation for use of the premises during the life of this lease and any extensions thereof, Lessee shall pay monthly rent in the amount of \$1,450.00.

6. Condition. Lessee has inspected the premises, is familiar with its physical condition, and accepts the premises in its “as-is” condition.

7. Permitted Uses. Lessee shall use the premises for the nonprofit business of surface transportation planning for the Fairbanks metropolitan area.

7.1 Third Party Use. Lessee agrees to notify Lessor of any agreements made to allow agencies, groups, or organizations to utilize the premises. Lessor shall have the right to reject or restrict such agreements.

8. Prohibited Uses. Lessee shall not use or permit the use of the premises or any part thereof in violation of any applicable law, ordinance, or regulation.

9. Payment of Expenses Relating to the Premises.

9.1 Utilities. Lessor shall be responsible for the payment of all utilities.

9.2 Maintenance. Lessor shall perform all routine interior maintenance associated with the leased premises. Lessor maintains the roof and exterior walls of City Hall, including mechanical and electrical systems beyond the leased premises, and performs exterior maintenance and snow removal. Lessor maintains the sidewalk and grounds adjoining City Hall. Lessee shall notify Lessor of hazards or safety concerns in a timely manner.

9.3 Janitorial and Garbage Collection. Lessor shall provide janitorial and garbage service within the leased premises.

9.4 Taxes. Lessor is a municipality of the State of Alaska and therefore is exempt from property taxes. Should taxes be levied against City Hall at such time as the record owner of the property is a taxable entity, such owner shall be responsible for payment of taxes.

10. Exculpation and Indemnity.

10.1 Exculpation of Lessor. Lessor shall not be liable to Lessee for any damage to Lessee or Lessee’s property from any cause. Lessee shall bear all risk of loss as to all personal property of the Lessee, stored or remaining on or near the premises, including without limitation, inventory, equipment, fixtures, and employees’ personal effects.

10.2 Indemnity. Lessee shall defend and hold the Lessor harmless from all damages arising out of any damage or injury to any person or property occurring in, about, or on the premises.

10.3 Insurance. Lessee, at Lessee’s sole expense, shall maintain general liability insurance including bodily injury and property damage insuring Lessee and its authorized representatives against claims arising out of and in connection with Lessee’s use or occupancy of the premises. Minimum coverages shall be as follows:

\$1,000,000	each occurrence
\$1,000,000	personal and advertising injury
\$2,000,000	general aggregate
\$2,000,000	products and completed operations aggregate
\$1,000,000	damage to premises
\$ 5,000	medical expense

All policies shall insure performance by Lessee of the indemnity provisions called for in this Lease. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as an additional insured. The certificate shall provide for a 30 day written notice to Lessor in the event of cancellation or change of coverage.

10.4 Workers' Compensation. Lessee shall maintain at all times workers' compensation and employer's liability insurance and provide a Certificate of Insurance reflecting the minimum limits:

Workers' Compensation	statutory limit
Employer's Liability	\$100,000 bodily injury for each accident
	\$100,000 bodily injury by disease for each employee
	\$500,000 bodily injury disease aggregate

11. Prevention of Waste and Nuisance. Lessee shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to Lessor or the owners or occupants of adjacent office. Violation or breach under this section shall be determined at the sole discretion of the City Mayor.

12. Assignment and Sublease. Lessee shall not assign its rights under this Lease or sublet all or any portion of the premises without the prior written consent of Lessor. Consent shall be at the sole discretion of Lessor.

13. Liens. Lessee shall keep the premises free from any liens, including without limitation those liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

14. Consultation with Attorney. Lessee acknowledges that it has the right to review this Lease and all other documents relating to the Lease with its own attorney. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred.

15. Destruction. If during the Lease term, the premises are totally or partially destroyed from any cause not the fault of the Lessee, rendering the premises totally or partially inaccessible or unusable, Lessee, at its election, may either terminate this Lease or restore the premises. Lessor shall have no duty to repair or restore the premises. If Lessee elects to restore the premises, Lessee will have 120 days in which to complete the repairs, during which time rent will be abated or prorated. If Lessee elects not to repair the premises, this agreement will terminate.

16. Right of Entry. Lessor, its agents and authorized employees, shall have the right to enter the leased premises to examine it during Lessee's business hours and to make such repairs as Lessor may deem necessary or desirable. All such entry shall be preceded by 24 hours advance notice to Lessee, except that immediate entry shall be allowed in event of emergency, as determined by the City Engineer.

17. Default. Failure to occupy and operate the premises for 30 consecutive days, or failure to perform any provision of this Lease shall constitute default by Lessee of this Lease. Upon Lessee's default, Lessor shall give Lessee ten days' notice to cure the default. No default notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

18. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, addressed to the other party at the address

set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address.

19. Attorney's Fees. If Lessor brings or maintains an action for enforcement of any of the covenants, terms or conditions of this Lease, in the event Lessee is found to be at fault, Lessee shall pay all costs incurred by Lessor for such action, including attorney's fees.

20. Time of the Essence. Time is of the essence of each provision of this Lease.

21. Successors. This Lease shall be binding on and inure to the benefit of the parties and their successors.

22. Captions. The captions of this Lease shall have no interpretive effect.

23. Singular and Plural. When required by the context of this Lease, the singular shall include the plural.

24. Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above.

LESSEE:
FAST Planning, Inc.

LESSOR:
City of Fairbanks

By:
Title: Executive Director

By: James Matherly
Title: Mayor

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC
City Clerk

Paul Ewers
City Attorney

(City seal)

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this ____ day of _____ 2018, the undersigned, a Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared JAMES MATHERLY, and D. DANYIELLE SNIDER, and that they acknowledged before me that they executed the same for and on behalf of The City of Fairbanks and under the authority of said municipal corporation so granted by the City Council, as their free and voluntary act and deed of said corporation.

IN WITNESS, I have set my hand and affixed my official seal on this _____ day of _____ 2018.

Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this ____ day of _____ 2018, the undersigned, a Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, of FAST Planning, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she/he signed the same freely and voluntarily for the uses and purposes therein mentioned, having authority to do so.

IN WITNESS, I have set my hand and affixed my official seal on this _____ day of _____ 2018.

Notary Public
My Commission Expires: _____

RESOLUTION NO. 4844

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT
THE FFY2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

WHEREAS, the City of Fairbanks has been notified by the Alaska Department of Commerce, Community, and Economic Development that the City was awarded \$654,659 in Community Development Block Grant (CDBG) funds; and

WHEREAS, the City of Fairbanks was awarded funds to purchase an aerial platform truck; and

WHEREAS, the City of Fairbanks is providing a match in the amount of \$645,341 towards the cost of the aerial platform truck from the capital fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting funds on behalf of the City for this grant.

PASSED and APPROVED this 24th day of September 2018.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4844

Abbreviated Title: FFY2017 COMMUNITY DEVELOPMENT BLOCK GRANT

Department(s): FIRE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Building	Personnel	Total
Aerial Platform Truck	\$1,300,000			\$1,300,000
				\$0
				\$0
				\$0
				\$0
TOTAL	\$1,300,000	\$0	\$0	\$1,300,000

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Community Development Block Grant	\$654,659			\$654,659
Capital Fund	\$645,341			\$645,341
				\$0
TOTAL	\$1,300,000	\$0	\$0	\$1,300,000

The maintenance for the new platform truck is estimated to be significantly lower than the current maintenance and will be funded through the fire department annual general fund budget.

Reviewed by Finance Department:

Initial cp

Date 9/19/2018

RESOLUTION NO. 4845

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO
ACCEPT FUNDS FROM THE ALASKA HIGHWAY SAFETY OFFICE
FOR FFY2019 DUI TRAFFIC ENFORCEMENT UNIT**

WHEREAS, the City of Fairbanks has been notified by the Alaska Highway Safety Office that the City of Fairbanks was awarded \$137,755 to address specific traffic safety priority areas; and

WHEREAS, the City of Fairbanks was awarded funds for local law enforcement, particularly in the apprehension of DUI offenders; and

WHEREAS, the City of Fairbanks received positive citizen feedback regarding continued traffic enforcement, and this program is highly regarded by the Alaska Highway Safety Office due to reductions in fatal crashes in the Fairbanks area; and

WHEREAS, the City of Fairbanks is required to provide a match in the amount of \$137,755 and plans to provide the required match through in-kind personnel costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting funds on behalf of the City for this grant.

PASSED and APPROVED this 24th day of September 2018.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4845

Abbreviated Title: ALASKA HIGHWAY SAFETY OFFICE FFY2019 DUI TRAFFIC UNIT

Department(s): POLICE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No X

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No X

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Building	Personnel	Total
Personnel Wages & Benefits (Traffic Unit Officer - Grant)			\$137,755	\$137,755
Personnel Wages & Benefits (Traffic Unit Supervisor)			\$137,755	\$137,755
				\$0
				\$0
				\$0
TOTAL	\$0	\$0	\$275,510	\$275,510

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Alaska Highway Safety Office Grant (Federal Funds)			\$137,755	\$137,755
Police Department General Funds			\$137,755	\$137,755
				\$0
TOTAL	\$0	\$0	\$275,510	\$275,510

The City will use in-kind personnel costs to meet the match requirements for this grant.

Reviewed by Finance Department:

Initial cp

Date 9/19/2018

RESOLUTION NO. 4846

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH ENGEL ENTERTAINMENT FOR PRODUCTION
OF A POSSIBLE TELEVISION SERIES**

WHEREAS, Engel Entertainment is currently developing the production of a television series focused on recruitment of new officers working in Alaska; specifically, they are highlighting persons coming from the lower 48 states to start a career in Alaska law enforcement; and

WHEREAS, the Fairbanks Police Department (FPD) continues to spend considerable effort on the recruitment of new officers and is constantly searching for more effective ways to recruit as old recruitment methods are not meeting demands; and

WHEREAS, there is currently considerable interest in law enforcement and Alaska within the reality television industry; and

WHEREAS, partnering with Engel Entertainment will increase the exposure of the FPD to potential public safety applicants; and

WHEREAS, successful production will further bridge an information gap between the FPD and the local community; and

WHEREAS, the only cost to the City of Fairbanks will be staff time commitment to work with the producers, although considerable staff time is already dedicated to recruitment efforts.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council authorizes the Mayor to enter into the contract with Engel Entertainment attached as Exhibit A.

PASSED and **APPROVED** this 24th day of September 2018.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul Ewers, City Attorney

Exhibit A to Resolution No. 4846

DEVELOPMENT AGREEMENT

As Amended

The following constitutes the agreement, dated and effective as of the last date of signing by both parties, by and between the City of Fairbanks, Alaska, Fairbanks Police Department (“Agency”) and Engel Entertainment (“EE” or the “Producer”)(Agency and EE collectively referred to as the “Parties”), in connection with the development and production of the Program(s) (the “Agreement”). The Parties acknowledge that it may be necessary for the Parties to enter into an agreement with a broadcaster or company which may broadcast, distribute, finance, advertise and promote, or otherwise exploit the Program(s) (a “Buyer”) and agree to negotiate in good faith with the relevant Buyer and Producer for Agency’s services on the Program(s) or a possible pilot, production, and/or series based on the Program(s) (collectively, a “Project”). For purposes of clarity, EE confirms that it is and will be the Producer of the Program(s) and Project as defined herein.

1. Term. In consideration of Producer’s efforts in connection with the development, marketing, and production of the Project, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that for a period of four months following the Effective Date of this Agreement (the “Term”), Producer will have the exclusive right to discuss, develop, represent, and submit the Project and Agency’s prospective services to potential broadcasters, networks, financiers, and/or buyers of the Project (collectively “Buyers”). In the event that EE secures Buyer interest in the Project, Producer shall be attached as the producer of the Project and shall have an exclusive option to engage Agency in connection with the Project; upon the exercise of which, Agency agrees to negotiate in good faith with the relevant Buyer and Producer for Agency’s services on a possible presentation, pilot, production and/or series based on the Project. If Producer is in active negotiations for the development, production, marketing, financing and/or distribution of the Project with a Buyer at the time the Term is due to expire, then the Term shall be automatically extended one time for an additional four months without the need for further documentation between the Parties. The Term may also be extended by written agreement between the Parties. If, within four months of the expiration of the Term (as may be extended) hereunder, Agency enters into an agreement with any Buyer to whom the Project was submitted by Producer, Producer shall be attached to the Project as the producer of the Project as if this Agreement were still in effect and for the duration of the Project.

2. Services and Materials.

a. ~~Development Activities. Agency agrees that EE has the right to record, tape, film and photograph Agency offices and personnel, representatives or other workers affiliated with the Agency (collectively, “Agency personnel”) at Agency offices and other related locations and facilities, including but not limited to highlighting the Fairbanks, Alaska environment, and the work and activities of the Agency law enforcement officers. EE’s film crew will be permitted, based on Agency procedures and discretion, to ride along with Agency personnel in vehicles, with the Agency’s on-call and response teams in a “docufollow” format, and otherwise to be with Agency personnel in connection with their work and their~~

activities in the environs of Fairbanks, Alaska.

a. Activities: Agency agrees that EE has the right to shoot, record, tape, and photograph Agency and Agency's personnel, ~~or~~ **or** representatives ~~or other workers affiliated with Agency~~ (collectively, "Agency Personnel") at the Agency's offices and other related locations and facilities, including but not limited to highlighting the Fairbanks, Alaska environment, and the work and activities of the Agency law enforcement officers. EE's film crew will be permitted, based on Agency procedures and discretion, to ride along with Agency Personnel in vehicles, with the Agency's on-call and response teams in a "docufollow" format, and otherwise to be with Agency Personnel in connection with their work and their activities in the environs of Fairbanks, Alaska. **Subject to section 2(d)**, Agency further agrees that EE shall have the right to broadcast, exhibit and otherwise exploit the film, recordings, tapings and photographs of the foregoing in connection with the production, distribution, broadcast, promotion and advertising of a television Series based on the Project (the "Series"), in whole or part (collectively, the "Materials") in any and all manner, broadcast and other media whatsoever, whether now known or hereafter devised, ~~throughout the universe in perpetuity~~ **for a period not to exceed five years without the additional written consent of the Agency.** Agency agrees that EE will own all of the Materials and the results and proceeds of the Materials as a work made for hire for use throughout the world in any and all media ~~in perpetuity~~, and all rights of every kind in and to the Materials and the Series shall be and remain vested in EE, including, without limitation, the right to use and reuse such Materials in connection with advertisements, promotions and publicity related to the Series, EE or any Buyer. Provided EE produces the Series featuring Agency, EE shall have the right to use ~~and license others to use the name and any trademarks of Agency and~~ the names, voices, photographs, likenesses and biographical information of featured Agency Personnel, subject to EE obtaining appropriate releases from those Agency Personnel appearing in the Series, in connection with the Series and the advertising and promotion of the Series, throughout the world in any and all media ~~in perpetuity~~, provided such use does not constitute an endorsement of any other product or service other than the Series. Notwithstanding the foregoing, and further to the Agency's legal, safety and security priorities discussed below, EE agrees not to use for inclusion in the Program(s) or Series any material that the Agency has deemed objectionable, as set forth more fully below. EE also agrees not to use any Materials or Pitch Materials (as defined below) produced in connection with the Series and featuring Agency Personnel for any other public display or disclosure that is not in connection with EE, a broadcaster (a Buyer), the Series or any related advertising or promotion related thereto."

b. Agency Participation, Protocol and Discretion. Agency agrees that during the Term, at Producer's request and based on Agency legal obligations, protocols, judgment, and discretion, Agency shall make selected Agency personnel and work environment available to participate and appear in Project materials including but not limited to a Project summary, treatment, video, pitch tape, sample show reel ("sizzle reel") and the like in connection with the Project (collectively, "Pitch Materials") which shall be owned by EE and may be assigned to a Buyer. In connection with the production of any Pitch Materials and Producer's other development

activities and promotion of the Project, as well as within or concerning the development, marketing, production or other use or display of the Project itself, Agency agrees that Producer shall have the right to film and record Agency personnel based on the above and to use Agency's approved name and logo in connection with the Project (collectively, "Materials") and to use those Materials in and in connection with the Project.

c. Safety and Agency Priorities. The Parties recognize that the Agency's legal, safety, and security considerations are of paramount importance in connection with the production of the Project and, accordingly, EE agrees that Agency shall have the right to instruct EE's crew to cease filming on location or to leave any particular location at any time if Agency reasonably deems such action is necessary and appropriate, on the basis of any particular legal, safety and/or security concerns or protocols followed by the Agency.

d. Legal Compliance and Review. The Parties also recognize that the Project may be subject to certain restrictions on the use of such material under State or Federal law, and **that under no circumstances shall any material that is determined by the Agency to be subject to any such restriction be publicly aired, displayed, or disclosed unless required by law or legal process. Additionally,** Agency shall have an opportunity to review each episode of the Project for legal and factual accuracy **and for the Agency to have the opportunity to ensure that the episode does not contain objectionable material that may, at the Agency's sole discretion, jeopardize the safety and security practices of the Agency, or cause damage or embarrassment to the Agency or any of its personnel or representatives, or depict the Agency's personnel and representatives to be failing to follow legal procedures and organization policy and practices to ensure the Project does not jeopardize the safety and security practices of the Agency or violate State or Federal law.** The following shall constitute the review process:

(i) Producer shall deliver to the Agency a Cut (namely, a version) of each episode of the Project (the "Review Cut"). The Review Cut shall be delivered to the Agency to the attention of the Agency representative designated in writing to EE, who as of the date of signing is Police Chief Eric Jewkes. Upon delivery of the Review Cut to the Agency, the Agency shall have an opportunity to review and provide specific notes to EE concerning the Review Cut episode regarding any material that violates the law, **is objectionable as described above,** or contains any factually inaccurate depiction of Agency policy and practices, including, **but not limited to,** any material that Agency determines **should not be publicly aired or displayed because such material may cause damage or embarrassment to the Agency or any of its personnel or representatives,** or jeopardizes the safety and security practices of Agency, contains a factually inaccurate depiction of Agency policies or practices, or is otherwise restricted under the law (collectively, the "Review" regarding the "Review Cut" or "Cut").

(ii) Agency understands and acknowledges that time will be of the essence for the Review of the episode because production of the Project will be underway. EE represents that each episode for Review will likely be less than 60 minutes in

length. For advance scheduling purposes at the Agency, EE agrees to provide Agency with at least five business days' prior notice that an episode Cut is being prepared to be sent to Agency for its Review, and Agency agrees to schedule time for such Review and deliver such notes (if any), or if it wishes, advise of the absence of notes, concerning such episode Cut based on the parameters referenced in (i) above, within five business days of Agency's receipt of the Cut of each episode (the "Review Period").

(iii) Following receipt by EE of any notes from the Agency concerning the episode during the Review Period, the Parties will, in good faith, discuss the inclusion, removal or modification of any questionable **or objectionable** material based on the parameters referenced in (i) above, and EE shall make **all requested changes** ~~best efforts to implement the requested changes, consistent with Agency, EE and a Buyer's regulations, policies and practices.~~

(iv) The designated representative of Agency in connection with the Review process and the provision of notes (if any) regarding the episode Cut shall be such person as Agency may designate in writing to EE. The designated representative of EE shall be such person as EE may designate in writing to Agency.

3. Promotion of the Project. Subject to the execution of a Buyer agreement, and any required further agreements, as applicable, in connection with the Project, it is expressly understood that Producer owns the work, results, and proceeds of any of the services (collectively, "Results") provided by either Party to this Agreement as a work made for hire for EE for the sole purpose of developing, producing, and promoting the Project.

4. Exclusivity. Agency agrees that during the Term, Agency shall not enter in to any third-party agreements for Agency's on-camera services, specifically in any other non-scripted (documentary or factual) programming, without Producer's prior written consent. Nothing herein however shall be deemed to preclude or prevent Agency from participating or appearing in any live programming, news, or talk shows on a nonrecurring basis.

~~5. Further Agreements. In the event the Project is sold to a Buyer or a Project series is approved, then Agency and Producer shall enter into a subsequent agreement, the terms of which will be negotiated in good faith by the Parties, setting forth, among other things, Agency's credit, exclusivity and other provisions, all of which will be in accordance with applicable law and the Agency's regulations, policies, standards, and protocols, industry standards and subject to Agency, EE, and Buyer's policies and approval.~~

5. Credit. Provided Agency appears in the Series, Agency shall be accorded credit in connection with each episode of the Series featuring Agency, subject in all cases to any applicable Buyer policies and approvals. Agency acknowledges and agrees that the potential publicity that Agency may receive as the result of the production or exploitation of the Series featuring Agency, if any, constitutes full and complete consideration for the exercise of the

rights granted by Agency under this Agreement.

6. Assignment. EE may license or assign this Agreement and all rights granted by Agency to EE under this Agreement but only to the Buyer or any similarly situated third party entity provided EE remains a producer on the project. Agency may not assign its rights and obligations under this Agreement to any other person or agency.

7. Future Options. In the event that EE is engaged by a Buyer to produce the Series, Agency agrees that EE shall have five (5) consecutive, exclusive, successive and dependent annual options to produce the same number of seasons of the Series that is required by the Buyer (the "Option Periods"). The Term of this Agreement, any extensions thereof, and any Option Period(s) shall be referred to collectively as the "Term." The Term shall also include the post production period immediately following the final season of the Series, if any. EE shall exercise each option by providing Agency with notice no later than ten (10) business days after EE receives notification from the Buyer, but in no event later than one hundred and eighty (180) days from the initial airing of the last episode of the immediately prior season of the Program(s) or Series.

8. Plugola/Payola. Agency represents and warrants that Agency has not accepted nor agreed to accept, nor will accept nor agree to accept, directly or indirectly, from any person, any money, service or other valuable consideration for the inclusion of any matter as a part of any Series and that Agency will not cause any product, service, trademark or brand name to be mentioned or identified on any Series produced under the Agreement except as provided by EE or the Broadcaster. Notwithstanding the above, it is not the intention of this Section to limit or prevent Agency's acceptance of any services or products in the ordinary course of the Agency's performance of its work or duties.

9. Force Majeure. In the event EE is unable to use Agency's services or engage in production due to any of the following reasons: act of nature, unavoidable accident, fire, blackout, act of public enemy, war, riot, civil commotion, act of government, including but not limited to, acts of the Alaska legislature, strike or other labor dispute, failure of technical facilities or other similar or dissimilar cause beyond EE's control, EE may suspend the Term during the continuation of any such inability to use Agency's services or engage in production, the Term shall be deemed extended by all such periods of suspension and EE shall not be obligated to make any payments during the period of such suspension, provided that no such suspension shall continue for more than six (6) months absent further mutual written agreement of the Parties. EE shall have the right to terminate the Agreement and all of EE's obligations under the Agreement if such inability to utilize Agency's services or engage in production continues for more than 60 days or if Agency is unable to provide the services required of EE or the Buyer under this Agreement. Agency shall have the right to suspend or terminate this Agreement in the event of an act of the Alaska legislature or other governmental body.

10. No Injunctive Relief. Agency acknowledges and agrees that, once an episode of

the Series has been reviewed and approved by Agency further to the protocol set forth in this Agreement, the sole remedy for any default or breach related to such episode under this Agreement shall be monetary damages, if any, and in no event shall Agency or anyone on its behalf, be entitled to seek or obtain injunctive or any other type of equitable relief. **The Agency acknowledges that by entering into this Agreement, EE and ultimately a Buyer will be relying on the Agency to reasonably cooperate with EE in connection with production of a Program(s) or Series, within the parameters set forth in this Agreement. The Agency also understands that injunctive or any other type of equitable relief for the Agency is not an entitlement under this Agreement for reasons including that a Buyer might be unwilling to approve a Program(s) or Series for production with the risk that the Agency would seek such relief. Notwithstanding the above, the Agency may terminate EE's continued right to produce the Program(s) or Series permitted hereunder in the event of EE's material and substantial violation of this Agreement. In the event of a suspected violation, the Agency shall notify EE in writing of its belief that a material and substantial violation has occurred, and EE shall have 15 business days to cure the violation.**

611. **No Obligation.** Producer's failure to secure an agreement to produce or promote a production based on the Project shall not be a breach of this Agreement, nor shall Producer have any obligation to produce, or otherwise promote, a production based on the Project. EE may assign any of its rights or obligations hereunder to a co-producer or Buyer, provided EE remains a producer of the Project (if it is produced). EE represents to Agency that at the time of execution of this Agreement, EE anticipates the likely Buyer (should there be a Buyer) to be a national television broadcaster. The Parties also acknowledge and agree that no failure by Buyer to enter into an agreement with Agency nor any failure of Buyer with respect to any of its obligations to Agency that may come to be, shall be the responsibility or liability of Producer. Because the Agency is unique and this Agreement involves the unique services of the Agency's personnel, Agency may not assign this Agreement or any of its obligations hereunder.

7- 12. **Representations and Warranties.** Agency **and EE** represents and warrants that **they Agency**: (i) **have** ~~has~~ the full right and authority to enter into this Agreement and grant the rights herein granted; (ii) **have** ~~has~~ obtained all rights from any third-party contributors and there are no other agreements entered into by Agency that could disturb, infringe upon, prevent or impede the full and unencumbered exercise ~~by EE~~ of any of the rights granted herein, including without limitation the right to develop, produce, market, distribute, exhibit and otherwise promote the Project in any and all media now known or hereafter devised throughout world; and (iii) to the best of **their** Agency's knowledge, there is not now outstanding any litigation, claim, or threat of litigation or claim which in any way could touch upon any of the rights granted or assigned ~~to EE~~ pursuant to this Agreement. **EE agrees to indemnify and hold the Agency, its officers, and employees harmless from and against any and all loss, damage, liability, cost, and expense, including reasonable attorney's fees in connection with any legal claims incurred by the Agency as a result of or arising out of the acts or omissions of EE in connection with the Program(s) or Series.** The Parties understand and acknowledge that it is the Agency, in its sole and exclusive judgment and discretion, and not the Producer, which is responsible for the implementation of Agency's duties, work, and Services. Accordingly, Agency shall defend and hold harmless EE from and against any claims, actions, damages, costs, and expenses (including reasonable attorney's fees) arising out of or relating to Agency's duties, work, or services, or

Agency's breach of any of its representations, obligations, or warranties under this Agreement.

~~8~~ 13. Relationship of the Parties. This Agreement shall not be construed to create or maintain a partnership, employment relationship, agency, or joint venture between Producer and Agency.

14. Insurance. EE shall obtain and maintain in force, comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate in connection with the Program(s) or Series. EE shall furnish to the Agency a certificate of insurance for he required insurance and for all renewals thereof no later than 30 days prior to the expiration date of each insurance policy in connection with the Program(s) or Series. Each certificate of insurance shall contain a clause requiring the insurer to provide the Agency no less than 30 days prior written notice of cancellation or modification of the policy.

~~9~~ 14. Miscellaneous. This Agreement contains the complete understanding between the Parties with reference to the subject matter hereunder, supersedes all prior agreements and understandings between them whether written or oral pertaining thereto, and may not be modified or amended except by a written instrument signed by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and permitted assigns. If any of this Agreement's provisions shall be held to be unenforceable, the remainder of the Agreement shall be enforceable. Captions are for convenience only and are not intended to have legal effect. This Agreement shall be governed and construed in accordance with the laws of the State of ~~Alaska~~ **Alaska New York**. All disputes relating to the Agreement will be resolved by arbitration in accordance with the rules of the American Arbitration Association then in effect, before a single arbitrator selected by the Parties. The Parties agree that if they cannot agree on the location of such arbitration, the arbitration will be conducted by video conference. Any award rendered by the arbitrator shall be final and conclusive upon the Parties, and a judgment concerning such award may be entered in any state or federal court having jurisdiction. This Agreement may be executed in counterparts and facsimile or scanned signatures shall be deemed to be original.

ENGEL ENTERTAINMENT, INC.

CITY OF FAIRBANKS, ALASKA

Steven M. Engel, President

Jim Matherly, Mayor

Dated: _____

Dated: _____

Recommended for Approval

Eric Jewkes, Police Chief

RESOLUTION NO. 4847

**A RESOLUTION RATIFYING THE REORGANIZATION OF FMATS AND
THE INCORPORATION OF FAST PLANNING**

WHEREAS, 49 U.S.C. § 5303, as amended by the Fixing America's Surface Transportation Act, which section is identical to 23 U.S.C. § 134 of the Federal Aid Highway Act, requires the designation of a metropolitan planning organization ("MPO") for each urbanized area within the country of at least 50,000 population; and

WHEREAS, an MPO, generally, is comprised of representatives from local government and governmental transportation authorities with the purpose of ensuring regional cooperation in transportation planning and providing a conduit for the federal funding of transportation projects and programs; and

WHEREAS, on March 10, 2003, the Fairbanks City Council passed and approved Resolution No. 4053, which authorized Mayor Thompson to execute the Fairbanks Metropolitan Area Transportation System ("FMATS") Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning ("FMATS Operating Agreement"); and

WHEREAS, on March 11, 2003, Mayor Thompson signed the FMATS Operating Agreement, joining Fairbanks North Star Borough Mayor Boyles and City of North Pole Mayor Jacobson; and

WHEREAS, on April 14, 2003, Governor Murkowski designated the FMATS Policy Committee as the MPO and cooperative decision making body for the urbanized area of Fairbanks and North Pole and on April 15, 2003, signed the FMATS Operating Agreement; and

WHEREAS, Section 5.2 of the FMATS Operating Agreement describes the composition of the FMATS Policy Committee and sets forth its powers and duties, namely, the "overall responsibility for the implementation of this Agreement, coordination of the FMATS' efforts and responsibilities of the Technical Committee, and the ultimate development and adoption of [a variety of transportation plans]"; and

WHEREAS, on November 2, 2007, the members of the Policy Committee entered into a Memorandum of Understanding for the Implementation of a FMATS Coordinator's Office ("FMATS MOU"), which provided for the hosting of the Coordinator's Office by the City of Fairbanks;

WHEREAS, on December 16, 2013, the FMATS Operating Agreement was amended by all the original parties thereto; and

WHEREAS, after study and discussion, on September 27, 2017, the Policy Committee moved to reorganize FMATS as an independent organization; and

WHEREAS, on March 21, 2018, the Policy Board moved to transition FMATS to a 501(c)(3) organization; and

WHEREAS, on April 18, 2018, the Policy Board moved to rename FMATS as Fairbanks Area Surface Transportation Planning (“FAST Planning”), adopted Articles of Incorporation, and revised its Bylaws; and

WHEREAS, on May 16, 2018, the Policy Board moved to make changes to the Memorandum of Understanding in light of the FMATS transition to FAST Planning; and

WHEREAS, on June 20, 2018, the Policy Board revised and readopted the FAST Planning Articles of Incorporation and filed the Articles with the Alaska Division of Corporations, Business and Professional Licensing; and

WHEREAS, on June 25, 2018, the State of Alaska issued a Certificate of Incorporation to FAST Planning.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council ratifies the Policy Board’s reorganization of FMATS as an independent, non-profit organization and the incorporation of FAST Planning.

BE IT FURTHER RESOLVED that the Fairbanks City Council authorizes the Mayor to withdraw the City of Fairbanks from the FMATS Memorandum of Understanding (MOU) if FMATS has not made the transition to FAST Planning by December 31, 2018.

PASSED and APPROVED this 24th day of September 2018.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 6084

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
CHAPTER 74, ARTICLE IV HOTEL/MOTEL TAX TO
INCREASE THE TAX RATE AND THE CITY'S PERCENTAGE**

WHEREAS, the hotel/motel tax was first enacted in 1979; and

WHEREAS, the rate of the tax was increased to the current 8 percent in 1985; and

WHEREAS, the "purpose and limitation" section of the hotel/motel tax ordinance has been amended at least 10 times since 1979; and

WHEREAS, Explore Fairbanks deserves recognition for its diligent hard work which has resulted in an increase in tourism for the Fairbanks North Star Borough, especially during the winter tourist season; and

WHEREAS, the City has been a good steward of taxpayer's resources, cutting staff and expenses over the last ten years, as shown in Attachment A; and

WHEREAS, City revenues have not grown at the same rate as the cost of living, as shown in Attachment B; and

WHEREAS, increases in the City's mission, along with additional resource demands, are causing an imbalance in City finances; and

WHEREAS, certain sections of Chapter 74, Article IV, need to be amended to delete language regarding distributions to the community service patrol that have expired.

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

Section 1. FGC Sec. 74-117(c) and (e) are amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 74-117. Hotel/motel tax purpose and limitation.

(c) Subject to annual appropriation, revenues collected under this article shall be allocated as follows:

- (1) The City of Fairbanks will receive 22.5 percent **of the first 8 percent and 100 percent of all taxes above 8 percent** for

fund collection, administration, and tourism impact, **and general public services.**

(2) \$400,000 will be distributed annually as follows:

Fairbanks Economic Development Corporation	\$100,000.00
Golden Heart Plaza and Barnette Landing Maintenance	\$30,000.00
Discretionary Grants	\$270,000.00

(3) All remaining hotel/motel tax revenues to the Fairbanks Convention and Visitors Bureau, **dba Explore Fairbanks.**

~~(4) From the city's 22.5 percent under (1), \$50,000 annually shall be granted for the community service patrol for 2011, 2012, 2013 and 2014 only.~~

(e) Any recipient of funding under this article shall execute a contract with the city setting forth terms and conditions deemed necessary to enable the city to assure compliance with the purposes and limitations under this section. In addition, the Fairbanks Convention and Visitors Bureau and the Fairbanks Economic Development Corporation board of directors and/or director shall remit complete and fully detailed budget documents and a plan outlining projected goals and objectives directly to the city council before November 1st of each year for presentation and review and as a condition of funding. At the same time each of these agencies shall submit a complete and detailed report of current year's progress and accomplishments. ~~The grant for the community service patrol set out in (c)(4) shall require a yearly cash match of \$140,000. As a further condition for the city grant, the community service patrol shall engage tactical coordination with the Fairbanks Police Department and, if different, make seasonal adjustments to the patrol boundary.~~

Section 2. FGC Sec. 74-118(a) is amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 74-118. Tax levy and collection.

(a) There is levied and imposed upon the use and privilege of renting a room within the city a tax on the daily rate charged for each such room rented for each 24-hour period or any portion of such period. The tax shall be equal to **9.5% for 2019, 10% for 2020, and 10.5% for 2021** ~~eight percent~~ of each daily rate. This tax is imposed upon all room rentals unless the rental is specifically exempted herein or by other applicable law. The tax shall not be levied and imposed upon a permanent resident of a room.

Section 3. FGC Sec. 74-119(1) is amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 74-119. Exemptions from room tax collection.

- (1) Rent paid directly to the operator using a purchase order or other means of direct payment by a federal, state, or local government. Government employees traveling on a reimbursement basis are not exempt from taxation and shall be charged the ~~eight percent~~ tax.

Section 4. That the effective date of this Ordinance is the 1st day of January 2019.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6084

Abbreviated Title: HOTEL/MOTEL TAX INCREASE

Department(s): MAYOR

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes _____ No x

2) additional support or maintenance costs? Yes _____ No x

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes _____ No x

If yes, how many positions? _____

If yes, type of positions? _____ (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

EXPENDITURES:	2019	2020	2021	Total
	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0

FUNDING SOURCE:	2019	2020	2021	Total
Hotel/Motel Tax Increase (General Fund)	\$600,000	\$800,000	\$1,000,000	\$2,400,000
TOTAL	\$600,000	\$800,000	\$1,000,000	\$2,400,000

This fiscal note presents the portion in excess of 8% for \$40,000,000 in hotel/motel revenues.

Reviewed by Finance Department:

Initial mb


Date 9/20/2018

MEMORANDUM

City Clerk's Office

D. Danyielle Snider, CMC, City Clerk

TO: Mayor Jim Matherly
City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: Appointment of Election Officials for the 2018 Municipal Election

DATE: September 18, 2018

The following list of Election Judges for the 2018 Municipal Election is submitted for your approval. This list does not include Borough or City Clerk's Office staff who will also work as election officials on the night of the election. Please note that circumstances may arise that require changes to be made.

AURORA

Jessica Varn, Chair
Caroline Wolf
Connie Qualley
Liz Taylor
Debbie Mowry (relief)

FAIRBANKS #1

Michael Grahek, Chair
James Doogan, Jr., Co-Chair
Marilyn Wenzlick
Marilyn Russell

FAIRBANKS #2

Donna Hummel, Chair
LaVada "Diane" Christiansen, Co-Chair
Nancy Williams
Rosalie "Rose" Rybachek

FAIRBANKS #3

Allyn Yanish, Chair
Susan Yanish, Co-Chair
Judith (Jodi) Mae Gouwens
Marilyn Nigro
Debbie Rathbun
John Rathbun (part day)
Frank Yanish (part day)

FAIRBANKS #4

Anna Nelson, Chair
Ian Nelson, Co-Chair
Julie Conover
Aurea Topel
CeCelia Nation
Patricia Murphey (part day)
John Callahna (part day)
Taniesha Moses (part day)
Teresa Benzel (relief)

FAIRBANKS #5

Lynn Slusher, Chair (part day)
Karen Milne, Co-Chair (part day)
Clark Milne (part day)
Steve Sparrow (part day)
Dixie Shawcroft (part day)
Sarah Triggs (part day)
Connie Moore (part day)
Ron Moore (part day)
Helen Howard (relief)

FAIRBANKS #6

John Hanchett, Chair
Shirley Hanchett, Co-Chair
Jeane Creamer-Dalton
Daniel Swift
Dell Tyler (part day)

Please Note: There may be additions or changes to Election Judges.

FAIRBANKS #7

Rita Davis, Chair
Chanta Matthews, Co-Chair
Lawrence Butler
Alene Porche
Winston Crockett, Jr.
Lee Earl
Stanislaus "Staci" Butler
Murilda Hayes (part day)
April Sinclair (part day)

FAIRBANKS #8

Deanna Morris, Chair
Nancy Dreydoppel, Co-Chair
Linden Staciokas
Ted Sponsel
Dwight Morris (relief)
Barbara Nore (relief)

FAIRBANKS #9

Nelda Benson-Nixon, Chair
Marian Yoder
Carol Reem
Richard Reem
Susan Holder (part day)

FAIRBANKS #10

Melissa Kellner, Chair
Deborah Lord
Dianna Leinberger (part day)
JoLee Giuchici (part day)
Melissa Head (part day)
Carrie McEnteer (part day)

FT WAINWRIGHT

Carol Gaffan, Chair
Mary Rafter, Co-Chair
Susan Jones
Maria Sutherland
Kersharra Jones-Davis (relief)

CANVASS BOARD

Bev Higdon
Deanna Morris
Marjorie Casort
Ramona Reeves
Nancy Dreydoppel
Carolyn Mustard

ACCU-VOTE REVIEW BOARD

Howard Zach
Jane Vohden
Richard "Dick" Burley
Jeremy Johnson

ELECTION NIGHT OFFICIALS

Katrina Sharp
Marci Ward
Fred Rohn
Kayla Trickey
Lori Huesman
Tyler Bolles
Ozenne Miguez

ACCU-VOTE ROVERS

Richard Theilmann
Colleen Pedretty
Kelsey Nore

Please Note: There may be additions or changes to Election Officials.



FAIRBANKS DIVERSITY COUNCIL
REGULAR MEETING MINUTES
JULY 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	Sara Harriger, Seat K
Lisa Slayton, Seat B	Jeff Walters, Seat M
Montean Jackson, Seat C	Amber Taylor, Seat N
Juanita Webb, Seat D	Angela Foster-Snow, HR Director
Kathryn Ottersten, Seat E	

Members Absent:

Svetlana Nuss, Seat F	Douglas Toelle, Seat J (excused)
Vacant, Seat G	Vacant, Seat L
Rosalind Kan, Seat H (excused)	Vacant, Seat O
Vacant, Seat I	June Rogers, Councilmember

Also Present:

D. Danyielle Snider, City Clerk	Christina Rowlett, Purchasing/Risk Mgr.
Jeff Jacobson, Public Works Dir.	

CALL TO ORDER & READING OF THE FDC MISSION STATEMENT

Chair Matherly called the meeting to order and read the FDC Mission Statement.

PLEDGE OF ALLEGIANCE

Chair Matherly led the group in the Pledge of Allegiance.

APPROVAL OF AGENDA

Ms. Ottersten, seconded by **Ms. Nace**, moved to APPROVE the Agenda.

Chair Matherly added “Appointment of Vice Chairperson” to Item (a) of New Business.

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

CITIZENS’ COMMENTS (Limited to 3 Minutes)

Helen Marie Matesi – Ms. Matesi stated that she is with the League of Women Voters (LWV), and they will host a bipartisan candidate forum on August 8 at the Tanana Valley State Fair. She stated that the LWV will also have a booth at the fair.

Ms. Slayton suggested that two FDC members be assigned to attend the candidate forum.

Ms. Matesi, in response to a question from **Mr. Walters**, stated that the League is planning a second forum after the fair but before the election. She agreed to send any additional information about the forum(s) to the City Clerk. Members briefly discussed with Ms. Matesi the process for submitting questions to be used at the forums and the possibility of hosting a forum at City Hall.

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

Chair Matherly introduced new member, Sara Harriger. Ms. Harriger stated that she was born and raised in Fairbanks, but moved away for a number of years and worked for the US Dept of State. She stated that she moved back to Fairbanks in December 2017, and is now the Director of the Morris Thompson Cultural & Visitors Center. Members welcomed Ms. Harriger.

Chair Matherly announced that Ms. Taylor and her family would be relocating out of state, and this would be her final meeting. He and FDC members said goodbye to Ms. Taylor.

CALENDAR OF EVENTS

- a) Golden Days Parade

Chair Matherly stated that last year the FDC served ice cream for Golden Days at 10th and Barnette; he stated that he plans to do it again and invited FDC members to attend on July 21 from 10 a.m. to noon. Jeff Jacobson clarified that the parade would go down Noble Street this year. Ms. Foster-Snow passed around a sign-up sheet for participation at the event.

APPROVAL OF PREVIOUS MINUTES

- a) Regular Meeting Minutes of April 10, 2018
b) Work Session Minutes of June 12, 2018

Mr. Walters, seconded by **Ms. Webb**, moved to APPROVE the Regular Meeting minutes of April 10, 2018 and the Work Session minutes of June 12, 2018.

Chair Matherly called for objection to the motion to APPROVE the Minutes and, hearing none, so ORDERED.

HUMAN RESOURCES REPORT

Chair Matherly commended Ms. Foster-Snow for her HR work. **Ms. Foster-Snow** stated that she would like to have a meeting with Ms. Nace and possibly others to get a FDC Facebook page set up. **Ms. Ottersten** and **Ms. Slayton** stated that they would like to help also.

Ms. Foster-Snow provided an update on job openings at the City. She stated that the Deputy Fire Marshal position has opened, and it will be difficult to fill. She stated that the City intends to temporarily contract the work out so that construction projects are not held up. She stated that a Deputy Clerk position will be opening in the City Clerk's Office soon, and there are still 5 1/2 positions open in Dispatch. She spoke to the lengthy testing process for new dispatchers. **Ms. Foster-Snow** stated that the Fairbanks Police Department (FPD) still has five officer positions open, but they recruited five officers within the past six months. She spoke briefly to the intense background and hiring process at FPD; she asked for help in recruiting and stated that the department puts on a COPS seminar every two months. **Ms. Foster-Snow** stated the administration heard loud and clear that FDC members would like to be more consistently involved in interview panels for all public safety supervisory positions at the City. She passed around a form for members to provide their contact information and availability for participating on a panel.

Ms. Foster-Snow stated that the FPD report has been removed from the regular agenda; she stated that instead, different department heads will rotate speaking to the FDC at each meeting. She introduced City Public Works Director Jeff Jacobson and invited him to speak.

Director Jacobson spoke to his love for his job. He stated that Public Works employees interact with the public on a daily basis in their work on potholes, snow removal, sidewalks, brush cutting, garbage collection, and other work. He stated that his staff is very public service oriented and believes in a partnership with the community. He shared that he has a zero tolerance policy on bullying and discrimination, but he will also go to bat for his staff when needed. Director Jacobson stated that while Public Works is a male-oriented environment, 8 of 36 employees are women. He stated that women are in lead operator, supervisory, heavy equipment operator, and mechanic positions. He reported on the ethnicity of Public Works permanent employees: two Hispanics, one African-American, one Asian, four Alaska Natives, one Alaska Native/African-American, and one Native American. He shared that 80% of temporary employees are minorities, and the department hires from the pool of temporary employees. Director Jacobson stated that Public Works employees are dispatched from union halls and make up five main divisions: administrative, streets, fleet, garbage, and facilities. He spoke briefly about what each division does. He spoke to how much he respects and values his staff, and he stated that he wishes the positive work environment could be replicated.

Ms. Jackson commended the department for making Fairbanks look so clean.

Members discussed with Director Jacobson the diverse composition of Public Works staff. Director Jacobson spoke to the healthy employee retention at the department but stated that it has not always been that way. He spoke to some previous issues and stated that he has had to let some bad employees go.

Ms. Harriger asked Director Jacobson if he has shared his department's success story with other City departments. Director Jacobson stated that he has not done anything formally, but City Department Heads meeting regularly for staff meetings. He stated that cultural change can be positive and less work in the long run if department heads put in the time. He spoke highly of the Public Works facility and equipment and to the wise planning of City leaders for the department.

Ms. Taylor excused herself from the meeting at 6:31 p.m.

UNFINISHED BUSINESS

a) June 12 Work Session Wrap-up

Chair Matherly thanked everyone who attended the FDC work session in June. He stated that he learned a great deal about each member who attended. He stated that there has been some turnover in FDC membership, and he took some blame for the group getting a little off track. He distributed a summary of what came out of the work session. He spoke to the need to have assigned tasks and reminded everyone that the Diversity Action Plan (DAP) provides guidelines for what FDC tasks. He spoke to the importance of FDC member participation in public safety interviews for supervisory positions at the City. **Chair Matherly** stated that each member has a passion—something that sparks them—but he would like the group to decide on items to take on or support as a body. He referenced the tasks listed on the back page of the handout.

Ms. Ottersten stated that a lot of local groups have facilities and suggested that the FDC have some travelling meetings. Members discussed groups in Fairbanks and the idea of holding meetings at different locations. **Ms. Harriger** stated that empty seats at meetings may be caused by a lack of communication or by not offering what people want. **Mr. Walters** stressed the need to fill vacant seats and get more people to apply to serve; he stated that the FDC needs to take an organized approach in reaching out to various groups.

Ms. Slayton questioned what the FDC does and stated that there seems to be a lack of action by the body. **Ms. Foster-Snow** stated that the primary responsibility of the FDC is to make recommendations and give guidance to the City Council; she added that the FDC has taken a stand on a number of issues and has given a recommendation to the Council on two pieces of state legislation. **Ms. Webb** stated that there are several new members on the FDC and that she has not seen the body advise the City Council on anything since she joined the group. She stated that she has no intention of leaving the FDC, and she believes there are many things the FDC can do. She stated that she would like FDC meetings to be productive. **Ms. Jackson** stated that all members have to take on tasks and assignments. She stated that she believes the first order of business is outreach and to bring other groups to the City of Fairbanks. **Chair Matherly** promised that he would start letting the FDC know about events he will be attending so members can represent the City with him. **Ms. Harriger** suggested that a simple way to reach out would be for each member to invite one or two people to the next FDC meeting; **Chair Matherly** tasked each member with inviting someone to the August FDC meeting.

Ms. Ottersten spoke to the FDC Facebook page and offered that Facebook Live be put to use, if legally feasible. **Mr. Walters** stated that listening is a big part of what the FDC does so it can hear what is going on in the community. He stated that the City Code and the DAP provides direction on what the body is supposed to be doing. He stated that members have a right to be at the hiring table, and they are not taking opportunities; he added that the group needs to be active. **Ms. Jackson** stated that the FDC needs to focus on accomplishing the items set forth in the DAP.

Ms. Nace stated that it would be interesting to get involved with the different gender sexuality alliances either at the high schools or at UAF. She stated that it would be beneficial to invite them to FDC meetings or send FDC members to their meetings. **Chair Matherly** encouraged Ms. Nace to get some contacts for the groups. He stated that he would like to see military and university representation on the FDC; he added that he would also like to see Borough representatives at FDC meetings. Regarding subcommittees, **Chair Matherly** stated that the City has a policy review committee, and he suggested having someone from the FDC attend their meetings.

Ms. Harriger asked about Alaska Native representation on the FDC. She spoke to targeting communities that need to be represented on the FDC. She added that serving as a voice for the community is a very important thing.

Chair Matherly reminded everyone to bring someone to the next meeting and to try to think of other local groups; he suggested that members also bring food for a potluck at the next meeting.

NEW BUSINESS

- a) Appointment of Vice Chairperson and Second Vice Chairperson

Chair Matherly and **Mr. Walters** spoke to the duties of the Vice Chairperson. **Mr. Walters** stated that September will be his last meeting as the Vice Chairperson. **Chair Matherly** asked

members to consider serving as a chairperson; he stated that appointments can be made at the next meeting.

FDC COMMITTEE REPORTS

a) Committee Assignments for Members Nuss and Nace

Ms. Jackson questioned whether the FDC should take another strategic look at the various committees. **Mr. Walters** stated that the item should be added to the next agenda.

Chair Matherly directed that Ms. Nace be placed on the Education and Outreach Committee. **Ms. Foster-Snow** shared that the Facebook page group will meet Friday, July 13 at noon.

Ms. Webb stated that the Policy and Procedure Committee has not met and has no chairperson. **Mr. Walters** stated that he would be interested in moving to the Policy Committee in August. **Ms. Foster-Snow** stated that she would like to have a meeting to work on an inclusion statement. She stated that it may be a good idea to have one or two FDC members attend City Policy Review Committee meetings. **Ms. Harriger, Ms. Webb, and Mr. Walters** expressed interest in attending City Policy Review Committee meetings.

FDC MEMBERS' COMMENTS

Ms. Nace stated that it was good to focus on action, and it was a productive conclusion.

Ms. Slayton apologized for not making it to the June work session. She stated that she has a library book anyone is welcome to about the Billie Holiday song, "Strange Fruit." She stated that she is sorry to see members go and thanked them for their hard work; she welcomed new members.

Ms. Jackson stated that she would like the FDC to put forth a resolution or a statement in support of recognizing Martin Luther King, Jr. Day as a City holiday as other government entities do. She stated that there were a large number of sexual assault cases recently closed; she stated she would like the FDC to receive data on the cases and be informed about the process to close them.

Chair Matherly stated that the City has tried to address the Martin Luther King, Jr. holiday issue in the past, but it is difficult since the City is under agreement with several unions. He stated that it is an important day, and City employees may use the day as a community service day.

Ms. Webb welcomed new members and stated that it was a productive meeting. She expressed hope that the FDC could move forward with action.

Ms. Ottersten stated that the last meeting was excellent and well thought out. She stated she is looking forward to creating an FDC Facebook page. She commented that she is interested in telling the rest of the world that Fairbanks is a great place to be.

Ms. Harriger stated that it has been an interesting and fun meeting; she stated that she wishes she could have attended the last meeting. She asked about the best way to communicate with other FDC members between meetings; members indicated that the best way to communicate is through the City Clerk. **Ms. Harriger** stated that she is looking forward to getting to know and working with other FDC members.

Mr. Walters welcomed Ms. Harriger. He restated several items for the August meeting agenda. He requested that Mayor Matherly send letters to past members thanking them for their service. He stated that after new members are appointed and seated, he would like to have legal training on the Open Meetings Act. He stated that he would also like to have a meeting with a facilitator to guide FDC members through a mediation or training so that they could get to know each other.

Ms. Foster-Snow asked for clarification on whether the group would like to serve ice cream at the Golden Days event. **Chair Matherly** stated that he would like the group to serve ice cream and distribute flyers. **Ms. Foster-Snow** suggested that FDC members take a tour of the Fairbanks Police Department and Dispatch Center at a future meeting.

Helen Marie Matesi clarified that the candidate forum at the fair would be for state candidates. She stated that the date for the local forum would be announced later.

Ms. Slayton stated that she would like to have about 10 minutes at next meeting to talk about diversity training for the group. She stated that she would like to have some in-depth training for the FDC at the City's expense after all new members are appointed.

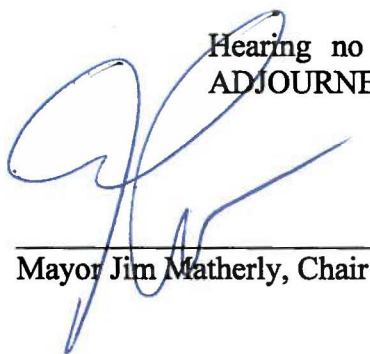
MEETING DATES

The next Regular Meeting date for the FDC is scheduled for Tuesday, August 14, 2018.

ADJOURNMENT

Ms. Jackson, seconded by **Ms. Harriger**, moved to ADJOURN the meeting.

Hearing no objection, **Chair Matherly** declared the meeting
ADJOURNED at 7:34 p.m.



Mayor Jim Matherly, Chair



D. Daniëlle Snider, CMC, City Clerk

Transcribed by: DS

Mr. Walters asked about the candidate forum on Friday. **Ms. Sanford** replied that the Friday forum would be for some State House and Senate candidates along with candidates for U.S. Congress. She stated that there would be three forums for local candidates prior to the October election. She added that she serves on the “Kids Vote” board, and they can set up voter registration at local schools.

Ms. Ottersten stated that she and **Ms. Sanford** will both participate in the Interior Taxpayers’ Association candidate forum. She borrowed **Ms. Slayton’s** book and offered to return it to her.

CALENDAR OF EVENTS

Ms. Kan stated that International Friendship Day would be held on Saturday, October 20 at Pioneer Park from 12 – 5 p.m. She stated that people do not realize what a diverse place Fairbanks is. She talked about entertainment at the Friendship Day event and stated that the event was proclaimed by all three local mayors as an official Fairbanks celebration.

Ms. Harriger asked whether the City supports the event and whether the FDC could provide snacks and coffee at their table. **Ms. Kan** affirmed that the group could do that. **Mr. Walters** stated that the event is a good place to recruit and get the word out about the FDC. **Ms. Harriger** stated that it would be a good place to gather feedback on what diversity means to the community.

Mr. Lee shared that the Stand Down event for veterans would be held on Saturday, August 18 from 7 a.m. – 3 p.m. **Chair Matherly** announced that Police Safety Day would take place the same afternoon at the Carlson Center.

HUMAN RESOURCES REPORT

Chair Matherly gave a brief update on job vacancies at the City. **Mr. Walters** requested that City department heads attend FDC meetings on a rotating basis to provide reports, and he requested that the Fairbanks Police Department (FPD) provide such reports to the FDC quarterly.

UNFINISHED BUSINESS

- a) Nomination and Appointment of Vice Chairperson and Second Vice Chairperson

Chair Matherly stated that it would be **Mr. Walters’** last meeting as the Vice Chair. He asked members to consider serving as Vice Chair or Second Vice Chair, and he explained a little about what the Vice Chair does. He stated that **Mr. Walters** has done a great job. He asked if anyone was interested. **Ms. Ottersten** nominated **Ms. Harriger**; **Ms. Harriger** stated that she would consider it. **Chair Matherly** stated that he had spoken briefly with **Ms. Jackson** about the Vice Chair position and that he would speak with her about it some more.

NEW BUSINESS

- a) Possible Questions to Submit for Local Candidate Forum in September

Members held a brief discussion on the issue. **Mr. Walters** stated that he would like candidates to be asked some questions that would raise FDC awareness. Clerk Snider recommended that individuals contact Helenmarie Matesi with the League of Women Voters if they have recommendations for forum questions. She stated that she would send Ms. Matesi's contact information to FDC members.

b) Review of FDC Subcommittees

Chair Matherly asked Ms. Harriger which committee she would like to be assigned to. **Ms. Harriger** indicated that she would like to serve on the Education/Outreach Committee. **Chair Matherly** asked whether anyone would like to be reassigned to a different committee. **Mr. Walters** stated that he would like to be moved to the Policies and Procedures Committee. **Chair Matherly** assigned Ms. Nuss to the Education/Outreach Committee.

c) Diversity Training for FDC Members

Chair Matherly stated that Ms. Slayton had requested that this item be on the agenda; he requested that it be discussed at another time when Ms. Slayton is present.

Ms. Rogers stated she would like the FDC to have another training session on the Open Meetings Act (OMA) with all the new members coming on board. **Chair Matherly** spoke to the importance of the OMA, and he talked about the upcoming appointment of new member Stephen Greenlaw.

FDC COMMITTEE REPORTS

a) Committee Assignments for Members Nuss and Harriger

This item was addressed under New Business, Item (b).

b) Update on FDC Facebook Page

Ms. Harriger shared that the new FDC Facebook page has been set up and can be found at @diversityfairbanks. She stated that they have not been able to shut down the old FDC Facebook page yet. She stated that before they can begin posting new information, the group needs to establish a plan. She stated the smaller committee should meet and bring something back to the bigger group, and she added that the intent is to be upbeat, supportive, and non-political. **Ms. Nace** suggested that it may work best to have only one individual posting information. **Chair Matherly** commented about how controversial and nasty Facebook can be and stated that content is important. He stated that he would like to talk more about it. Clerk Snider mentioned the City's draft social media policy and reminded the group that the social media page is a public record. She requested to be included in the committee meeting to discuss the Facebook page.

FDC MEMBERS' COMMENTS

Mr. Walters stated that it was a good meeting even though there was no quorum. He stated that he is now thinking about International Friendship Day, and he thanked Ms. Kan for bringing it up. He stated that he would like FDC members to interact more at the event, not just sit at a table. Regarding FDC training, **Mr. Walters** stated that there was some training when the FDC was first

formed; he suggested that the group hold a meeting with a facilitator once new members are on board. He stated that the FDC should not necessarily shy away from controversial topics on social media because that is how change is accomplished.

Ms. Harriger stated that she had no comments.

Ms. Rogers thanked Mr. Walters for his thoughtfulness and thoroughness in bringing issues forward. She expressed appreciation for his work.

Ms. Ottersten stated that only she and Ms. Foster-Snow attended the Education/Outreach committee meeting last Friday. She thanked Mr. Walters for his service as Vice Chair. She stated that she thought the Tanana Valley State Fair was better than it has been the past couple of years; she mentioned the possibility of the FDC hosting a booth there in the future.

Ms. Kan agreed with Mr. Walters that members should mingle more at the International Friendship Day event. She stated that members should have name tags to wear, and it would be a great idea to serve coffee at the event. She expressed appreciation to Mr. Walters as Vice Chair.

Mr. Lee thanked Mr. Walters for his service as Vice Chair. He spoke about the Wellness Recovery Action Plan (WRAP) training and facilitation. He shared that a trainer will be in Fairbanks on August 15 at the JP Jones Center from 1:30 – 2:30 p.m. to talk more about the training.

Ms. Nace thanked Mr. Walters for his work as Vice Chair; she spoke fondly of Mr. Walters and stated that he was her first high school counselor.

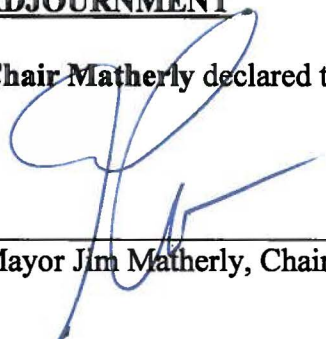
Chair Matherly reminded folks that school will start this week and to watch out for children.

MEETING DATES

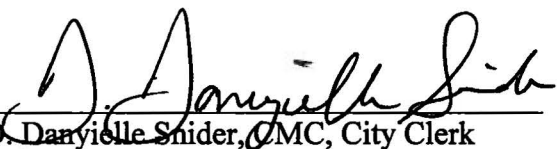
The next Regular Meeting date for the FDC is scheduled for Tuesday, September 11, 2018.

ADJOURNMENT

Chair Matherly declared the meeting ADJOURNED at 6:33 p.m.



Mayor Jim Matherly, Chair



D. Danyielle Snider, OMC, City Clerk

Transcribed by: DS