



FAIRBANKS CITY COUNCIL
AGENDA NO. 2018-24
REGULAR MEETING DECEMBER 3, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

WORK SESSION

5:30 p.m. – Emergency Services Patrol

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

- a) The Fairbanks City Council will hear interested citizens concerned with the following Liquor License Application for Transfer of Location and Controlling Interest. Public Testimony will be taken and limited to three minutes.

Type: Beverage Dispensary, License #4547
DBA: McCoy's Underground
Applicant: North Star Dining, LLC
636 28th Avenue, Fairbanks
From: No DBA / North Star Dining, LLC
No Premises

- b) The Fairbanks City Council will hear interested citizens concerned with the following Liquor License Application for Transfer of Location and Restaurant Designation Permit. Public Testimony will be taken and limited to three minutes.

Type: Beverage Dispensary, License #1912
DBA: The Crepery
Applicant: Bulgar Corp.
535 2nd Avenue, Suite 106, Fairbanks
From: Eastern Treats / Bulgar Corp.
523 2nd Avenue

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) 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. **SECOND READING AND PUBLIC HEARING.** Advanced from the Regular City Council Meeting of September 24, 2018.

12. NEW BUSINESS

- *a) Resolution No. 4854 – A Resolution Stating the City of Fairbanks Legislative and Capital Priorities for 2019. Introduced by Mayor Matherly.
- *b) Resolution No. 4855 – A Resolution Amending the City Schedule of Fees and Charges for Services by Increasing Ambulance Services Rates. Introduced by Council Member Ottersten.
- *c) Ordinance No. 6090 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547. Introduced by Mayor Matherly.
- *d) Ordinance No. 6091 – An Ordinance Amending the 2018 Operating and Capital Budgets for the Fourth Time. Introduced by Mayor Matherly.
- *e) Ordinance No. 6092 – An Ordinance Adopting the 2019 Operating and Capital Budgets. Introduced by Mayor Matherly.
- *f) Ordinance No. 6093 – An Ordinance Amending Fairbanks General Code Chapter 1 by Enacting Sections 1-21 through 1-28 Addressing Equal Rights. Introduced by Council Members Ottersten and Pruhs.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Hotel/Motel Discretionary Fund Committee Meeting Minutes of August 24, 2018
- *b) Appointment to the Board of Plumber Examiners

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION


- a) PSEA Labor Negotiations
- b) Roberts v. City of Fairbanks, AMLJIA Coverage Appeal

19. ADJOURNMENT

MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members
FROM: D. Danyielle Snider, CMC, City Clerk 
SUBJECT: Application for Liquor License Transfer of Location and Controlling Interest
DATE: November 28, 2018

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for transfer of location and controlling interest for the following liquor license:

License Type: Beverage Dispensary, License #4547
DBA: McCoy's Underground
Licensee/Applicant: North Star Dining, LLC
Physical Location: 636 28th Avenue, Suite 2, Fairbanks AK

Corp/LLC Agent:	Address	Phone	Date/State of Incorporation	Good standing?
North Star Dining, LLC Steven T O'Hara	620 W. Fireweed Lane Anchorage, AK 99503	907-265-4835	03/05/2012 - AK	Yes

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	Address	Phone	Title/Shares (%)
Dana Martens	620 W. Fireweed Lane Anchorage, AK 99503	907-265-4835	Manager/0%
North Star Holding, LLC	620 W. Fireweed Lane Anchorage, AK 99503	907-265-4835	Member/100%

If **transfer** application, current license information:

Current D.B.A.: No DBA
Current Licensee: North Star Dining, LLC
Current Location: No Premises

Pursuant to FCG Sec. 14-178, the Council must determine whether to protest the liquor license action after holding a public hearing.

The Fairbanks Police Department has included a one-year history of public safety calls for the property referenced above. There are **no departmental objections** to this license transfer.

CITY OF FAIRBANKS PUBLIC SAFETY

McCoy's Underground: 636 28th Avenue, Suite 2, Fairbanks

11/26/2017-11/27/2018

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	11/27/2018 11:49	PRIVATE IMPOUND	636 TWENTY-EIGHTH	PRI		11/27/2018 11:51:29
	07/31/2018 19:42	SI - FIELD CONTACT	636 TWENTY-EIGHTH	VIP1	NRP	07/31/2018 19:43:42
	07/19/2018 19:39	TRESPASS/UNWANTE	636 TWENTY-EIGHTH	O29	SUBL	07/19/2018 20:04:14
	07/04/2018 11:00	SUSPICIOUS PERSON	636 TWENTY-EIGHTH	O22	NRP	07/04/2018 11:39:46
	06/10/2018 19:26	SUSP	636 TWENTY-EIGHTH	S3	NRP	06/10/2018 20:04:13
	05/27/2018 01:59	SI - FIELD CONTACT	636 TWENTY-EIGHTH	O16	NRP	05/27/2018 02:06:06
18001704	05/21/2018 22:48	SI - FOLLOW-UP	636 TWENTY-EIGHTH	O39	RPT	05/22/2018 01:08:13
	11/27/2017 11:09	WELFARE CHECK -	636 TWENTY-EIGHTH	O36	NRP	11/27/2017 11:20:37


Total Number of Events Listed: 8

MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Application for Liquor License Location Transfer & Restaurant Designation Permit

DATE: November 28, 2018

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for transfer of location and restaurant designation permit for the following liquor license:

License Type: Beverage Dispensary, License #1912
 DBA: The Crepery
 Licensee/Applicant: Bulgar Corp.
 Physical Location: 523 2nd Avenue, Fairbanks AK

Corp/LLC Agent:	Address	Phone	Date/State of Incorporation	Good standing?
Bulgar Corp. Ivan Gyaurski	535 2nd Avenue, Suite 300 Fairbanks, AK 99701	907-699-0815	12/17/2015 – AK	Yes

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	Address	Phone	Title/Shares (%)
Ivan Gyaurski	535 2nd Avenue, Suite 300 Fairbanks, AK 99701	907-699-0815	President/100%

If **transfer** application, current license information:

Current D.B.A.: Eastern Treats
 Current Licensee: Bulgar Corp.
 Current Location: 535 2nd Avenue, Suite 106

Pursuant to FCG Sec. 14-178, the Council must determine whether to protest the liquor license action after holding a public hearing; public notice requirements of FGC Sec. 14.168 (2) have been met. Please note that the new location falls under FGC Section 14.178(b)(6) which addresses new or transferred licenses into the downtown core area.

Since this is a transfer to a new location, an FPD call report has not been provided. There are **no departmental objections** to this license transfer and Restaurant Designation Permit.

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

RESOLUTION NO. 4854

**A RESOLUTION STATING THE CITY OF FAIRBANKS
LEGISLATIVE AND CAPITAL PRIORITIES FOR 2019**

WHEREAS, the City is grateful for the funding provided by the State of Alaska, which has added significantly to the City's ability to provide essential services; and

WHEREAS, many of the services the City provides are centered on protecting the lives and property of the citizens of Fairbanks; preparedness and infrastructure are key in that endeavor; and

WHEREAS, the City of Fairbanks has identified the following capital and legislative priorities; the public had the opportunity to speak to this Resolution at the Dec 3, 2018 City Council meeting.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council that the 2019 legislative and capital priorities of the City of Fairbanks are stated in the attached list. In summary, the projects are ranked as follows:

2019 Legislative Priorities

1. Maintain current PERS contribution rates
2. Maintain the funding for Community Assistance Program and rename to the Community Dividend Program
3. Provide state assistance for contaminated ground water
4. Assist with boiler conversions
5. Assist and coordinate on point source clean air requirements
6. Push to update the state-wide voting system and equipment

2019 Capital Priorities

1. Fund the Emergency Service Patrol
2. Fund the LNG Storage Tax Credits
3. Provide funding for construction of a Law Enforcement Firing Range and Training Facility
4. Provide funding for the replacement of the City Hall heating system

BE IT FURTHER RESOLVED that the City Clerk is directed to send copies of this resolution to the Office of the Governor and the Interior Alaska Legislative Delegation.

PASSED and APPROVED this ____ day of December 2018.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul Ewers, City Attorney



CITY OF FAIRBANKS

Jim Matherly, Mayor
800 CUSHMAN STREET
FAIRBANKS, ALASKA 99701-4615
OFFICE: 907-459-6793
FAX: 907-459-6787
jmatherly@fairbanks.us

City of Fairbanks Legislative and Capital Priorities 2019

- 1. PERS Contribution Rate:** The City of Fairbanks supports maintaining the 22% PERS contribution rate as was agreed to by PERS employers and the state in allocating the unfunded liability. The City also requests that the State provide certainty of set rates for all employers.
- 2. Community Dividend:** The City of Fairbanks is concerned with the reductions in the community assistance program. The City makes three requests: (1) in keeping with AML rename the community assistance program to the community dividend program (2) that community assistance be at least maintained at the current funding levels, and (3) that early and accurate funding notice be given to the municipalities on a schedule which aligns with a calendar-year budget to help them set and manage their budgets.
- 3. AFFF Contamination Fund:** The Fairbanks Fire Department and most other firefighting services in the State of Alaska (federal, state, and local) used Aqueous Film-Forming Foam (AFFF) for suppression of petroleum-based fires. Unbeknownst to these agencies, chemicals in the AFFF are harmful to humans. AFFF was used in training exercises at the Fairbanks Regional Fire Training Center (FRFTC) by the Fairbanks Fire Department, State of Alaska agencies, i.e. Fairbanks International Airport, the University, and other firefighting agencies and has been found in the ground water in and around the FRFTC. The City of Fairbanks is actively assessing and remedying the AFFF contamination from the FRFTC. AFFF contamination is a state-wide problem and should be addressed on a state-wide basis. To date, the State's role has been limited to regulation and enforcement (through ADEC), but State agencies have contributed to the contamination and State lands have been affected.

Our legislative priorities are.

- 1) The City of Fairbanks requests financial assistance for the City and other Alaskan municipalities which are protecting their residents from the potential health effects of PFC groundwater contamination. To date, the City of Fairbanks has spent approximately \$4M on

remediation – an amount which has been passed along to all property owners within the city limits, including elderly home owners on a fixed income and other lower earning households. These costs are only expected to grow as the groundwater plume continues to spread and ADEC begins regulating additional types of PFCs.

2) The City of Fairbanks recommends the establishment of a PFC Executive Task Force or Action Team to create and implement a scientifically sound, thoughtful, and proactive statewide approach to managing this emerging contaminant. The functions of this group would include: a) limiting or controlling the risks to Alaskans’ drinking water and the environment from AFFF and other sources of PFCs; b) developing a public clearinghouse of information on PFCs; c) exploring avenues of funding for remediation; and d) engaging with academic institutions and scientific experts in fields such as public health and environmental protection. Members of the executive task force or action team would come from state executive departments, as well as affected communities and the public at large.

4. **Emergency Service Patrol:** The City of Fairbanks requests \$300,000 for the City’s emergency service patrol (ESP). Title 47 (AS 47.37) mandates that persons who are incapacitated by alcohol or drugs must be taken into protective custody by a peace officer or member of an emergency service patrol. The city seeks to continue its ESP for city-wide transport of incapacitated persons. The ESP is the most efficient and cost-effective means of meeting the state-imposed mandates under Title 47.
5. **LNG Storage Tax Credits:** Background: This tax credit is available for a new LNG facility that commences commercial operation after Dec 31, 2010, and before Jan 1, 2020. The credit may not exceed the lesser of \$15M or 50% of the costs incurred to establish or expand the facility. The local gas utility company will have their new 5.2M gallon LNG storage facility completed by Dec 2019. This tax credit must be approved by the Alaska Legislative Body. Without this credit the costs of gas for residents of Fairbanks will climb, making conversions to gas boilers even more challenging than they are now. We request that our Interior Delegation advocate for this tax credit to the Interior Gas Utility once the utility qualifies.
6. **Conversion assistance:** With the completion of a 5.2M gallon LNG storage tank in Fairbanks, the local gas utility will be able to start connecting customers who already have a gas distribution system in front of their homes. The City is requesting assistance from the State in “Thinking out of the box” as it comes to financial assistance with residents converting their boilers from fuel oil to gas. Assistance can come in the form of tax credits, low interest loans, loan guarantees, etc. The push for these conversions should start winter of 2020, with conversions occurring summer of 2020. Also request that our Interior Delegation interact with our Congressional Delegation to elicit their assistance with the Feds, specifically EPA funding for clean air initiatives.

7. Point source assistance with clean air requirements: Background. Fairbanks is in the non-attainment area as it pertains to clean air. We expect the power plants (point sources) to be required to install new multi-million-dollar technology, which will not improve the air quality. These costs will have to be recovered in the rate base that the customer pays for their utilities. The Aurora Plant within the City has less than 300 customers. The costs to recover the projected millions of dollars in clean air upgrades across such a small customer base will be devastating to these customers. Request our Interior Delegation work with the Congressional Delegation to address this issue.

8. Construction of a Law Enforcement Firing Range and Training Facility: The City of Fairbanks has joined a collaborative regional effort to obtain property and construct a law enforcement firing range and training facility. The only current law enforcement range is located on the Fairbanks International Airport property. Having a shooting range/training facility on airport property has been historically problematic. The current rules surrounding the range make basic training topics and drills difficult and sometimes outright prohibited. Current rules also prohibit law enforcement from bringing citizen groups (such as citizen police academies) to the range during these public training programs. During 2018, areawide law enforcement agencies were notified the firearms training range would be shut down within the next year. There is currently no other firearms training facility within interior Alaska that is capable of functioning as a training range.

A new range facility would be open to and serve every local, state, and federal law enforcement agency within interior Alaska. It would also serve at the primary training site for our interior Alaska police academy. At a time when law enforcement is under constant scrutiny and expected to perform at the highest level of professionalism, a high level of training and a professional training environment is essential.

9. Replacement of the City Hall Heating System: The current heating system for City Hall is the original steam heating system. This system is well beyond its life cycle and needs replacing. The magnitude of this effort, within a few short summer months, the asbestos and lead based paint that most certainly will be encountered, is projected to cost approximately \$4M. Request \$4M from the Capital program to replace the heating system.

10. Update State Voting System and Equipment: The City of Fairbanks requests that the State of Alaska make it a priority to update State voting systems and equipment. Many municipalities rely on the State's equipment to conduct regular municipal elections, and the equipment is failing. The City recognizes that the Lieutenant Governor has formed an ad hoc Election Policy Work Group (EPWG) to address policy issues and to seek cost-saving measures to implement state and federal mandates relating to voter registration and language assistance, recruitment and training of election workers, and replacement of election software and equipment. Based on the

proposed recommendation of the EPWG, the City urges the State to move forward in developing a project plan, conducting a cost analysis with FY2019 Help America Vote Act (HAVA) grant funds, creating new voting procedures, and procuring modern, compliant, and secure voting software and equipment for future State and municipal elections.

RESOLUTION NO. 4855

**A RESOLUTION AMENDING THE SCHEDULE OF FEES AND
CHARGES FOR SERVICES BY ADJUSTING AMBULANCE SERVICES
RATES**

WHEREAS, the City Schedule of Fees and Charges for Services was enacted in 2008 by Ordinance No. 5744 and has been amended by resolution on several occasions since that time; and

WHEREAS, an increase in the charges for Ambulance services is needed to keep pace with the increased cost of providing such services, and the proposed increase matches the rates charged by the City of North Pole.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council that the City Schedule of Fees and Charges is hereby amended to increase the fees for Ambulance Services as shown in the attachment, effective January 1, 2019.

PASSED and **APPROVED** this 3rd day of December 2018.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul Ewers, City Attorney

City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution 4855 - Effective January 1, 2019

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Unit	
Emergency Services	26-111	Ambulance Services	\$ 1,000.00		Advanced Life Support	
			\$ 800.00	\$ 900.00	Basic Life Support	
			\$ (200.00)		Discount for Fairbanks resident	
			Additional Patient Transport Mileage	\$ 12.00		Per mile; for all miles
			Non-emergency assistance to private care facilities	\$ 75.00		Per hour; one hour minimum. Physical assistance in moving patients or clients.
			Emergency Fire Equipment Response to Motor Vehicle Accident	\$ 400.00		Per vehicle involved in accident that requires emergency response which has received property damage for owner of vehicle that caused accident
	30-1		Fire Inspection, investigation, technical services, inspections for ABC actions	\$ 85.00		Per employee hour, one hour minimum. One free follow up. When deficiencies are not corrected within the time specified by the Fire Inspector, fees are doubled for a second inspection and tripled on a third visit.
	30-1			\$ -		Initial inspection no charge
			Routine Safety Checks, response to safety complaints	\$ 85.00		Per hour, when deficiencies are not corrected within the time specified by the Fire Inspector; fees are charged for a second inspection if substantial compliance not completed; tripled on a third visit.
			Mutual Aid			No fee
		Fire Training Center	\$ 30.00		Per unit: Classroom 1 and Tower Building are 2 units per hour minimum block; Conference Room is 1 unit per minimum 4 hour block	
30-1		In-Service Inspection	\$ 50.00		Per employee hour; 0.5 hour minimum (only applied to uncorrected items from "no charge" first inspection)	

Introduced by: Mayor Matherly
Finance Committee Review: November 27, 2018
Introduced: December 3, 2018

ORDINANCE NO. 6090

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FAIRBANKS AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547**

WHEREAS, in March of 2017, the City and the International Brotherhood of Electrical Workers Local 1547 (IBEW) entered into contract talks to update the Collective Bargaining Agreement (CBA), dated Jan 1, 2015- May 31, 2017; and

WHEREAS, the negotiating teams for the City and IBEW have reached a tentative agreement for a replacement CBA, which upon ratification will be in effect from January 1, 2018, through December 31, 2020; and

WHEREAS, the IBEW bargaining unit members ratified the replacement CBA on November 21, 2018; and

WHEREAS, the City's 2018 and 2019 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

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

Section 1. That the attached collective bargaining agreement is hereby ratified and made effective January 1, 2018 through December 31, 2020.

Section 2. That the effective date of this ordinance shall be the ___ day of December, 2018.

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

Ordinance or Resolution No: 6090

Abbreviated Title: Ratifying 2018 IBEW CBA

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes No X

If yes, what is the estimate?

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:

ESTIMATED EXPENDITURES	2018	2019	2020	Total
Increase employer IBEW health contribution \$200 per month	\$60,800	\$79,200	\$79,200	\$219,200
FMATS health	7,200	-	-	7,200
TOTAL	\$68,000	\$79,200	\$79,200	\$226,400

ESTIMATED FUNDING SOURCES	2018	2019	2020	Total
General Fund	\$60,800	\$79,200	\$79,200	\$219,200
Grant Fund	7,200	-	-	-
TOTAL	\$68,000	\$79,200	\$79,200	\$219,200

This agreement increases the City's health costs by \$200 per month, per employee, and decreases the employees health contributions by \$200 per month. Due to vacancies, the cost to the general fund 2018 budget is lower than the subsequent years' budgets.

FMATS/FAST Planning personnel will not be city employees in 2019 and 2020

Reviewed by Finance Department: Initial CGR Date 11/27/2018

WORKING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547**

**SUPERVISORY, ADMINISTRATIVE, PROFESSIONAL AND EXECUTIVE
EMPLOYEES**

January 1, 2018 – December 31, 2020

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**AGREEMENT
BETWEEN**

**THE CITY OF FAIRBANKS
FAIRBANKS, ALASKA
(EMPLOYER OR CITY)**

**THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1547, IBEW (UNION)**

For the purpose of maintaining cordial relations between the City and the Union, as more fully set forth in Article 1 below, the parties hereto do enter into, establish, and agree to the following:

**ARTICLE 1
POLICY, PURPOSE AND EFFECT OF THIS AGREEMENT**

It is the policy of the City and the Union to continue harmonious and cooperative relationships between the City employees and the City to insure orderly and uninterrupted operations of government.

The welfare of the City and its employees is dependent largely upon the service the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City and each employee to render honest, efficient and economical service.

The purposes of this Agreement are:

- A. To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the City and its employees to their mutual advantage.
- B. To recognize the legitimate interest of the employees of the City to participate through collective bargaining in the determination of terms and conditions of their employment.
- C. To promote fair, safe and healthful working conditions and to encourage the growth and development of City employees.
- D. To promote individual efficiency, the highest degree of professionalism, management skill, and service in an atmosphere of mutual respect between the City and its employees.
- E. To avoid interruption or interference with the efficient operation of the City.
- F. To provide a basis for the adjustment of matters of mutual interest and concern by means of amicable discussion.

- G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by the parties' agreement in writing.
- H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and unless specifically referenced herein has no applicability to any Union member.

ARTICLE 2 RECOGNITION

2.1 - Exclusive Bargaining Agent

The City recognizes the Union as the exclusive bargaining agent for collective bargaining with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit, consisting of the individuals employed in the job classifications set forth hereafter.

2.2 - Job Classifications and Descriptions

The parties recognize the City's bargaining unit job classifications as listed in Schedule "A" of this Agreement, the job descriptions for such classifications, and that such classifications are in existence at the signing of this Agreement.

- A. Additional classifications or reclassifications shall be included within the bargaining unit or exempt therefrom based on the Alaska Labor Relations Agency criteria.
- B. The City agrees to submit material changes in job descriptions for review and comment by the Union prior to implementing such changes. New job classifications created, or existing job classifications changed during the life of this Agreement shall be submitted to the Union for review and comment prior to implementation.

Union comments are due within 5 business days of submission to the Union unless agreed otherwise by the parties. The City shall make a good faith effort to take Union comments into consideration. The City reserves the right to make the final decision regarding such classifications and reclassifications. Only the most recently dated and initialed version of the job description is effective.

- C. Should unresolvable differences as to inclusion or exclusion of additional

classifications or reclassifications to the bargaining unit occur, either party may request that the jurisdiction be determined by the Alaska Labor Relations Agency, or its successor for resolution.

- D. Any jurisdictional disputes involving another union that may arise as a result of the action of the parties regarding such classifications or reclassifications shall be submitted to the Alaska Labor Relations Agency, or its successor for resolution.

2.3 - Intern Program

The City and IBEW agree to establish and maintain an efficient and effective internship program for students from qualified educational institutions working less than 29 hours per week during the fall, spring, and summer semesters. The purpose of the internship program is to develop, train and mentor students interested in engineering, accounting, information technology, or construction management fields covered by the existing collective bargaining agreement. The internship program will not displace qualified workers within departments that use interns.

The City will compensate the interns at a rate mutually agreed to by the parties. The City also agrees to contribute per compensable hour worked to the Union's Money Purchase Plan equal to the pension and health care contribution requirements. Other benefits will be prorated based on compensable hours worked. If an intern continues to be employed beyond the originally assigned termination date, the intern will be reclassified as a regular employee, retain the intern classification and wage rate and be subject to the terms of this collective bargaining agreement. Initial placement and reclassification as a regular employee will be subject to appropriation by the City Council.

The City and IBEW reserve the right to terminate this program but will not do so without consultation and agreement between the parties.

2.4 - Work-Study Job Training Program

Recognizing the value of the High School Work Based Learning programs, the parties agree to a partnership program by the City with local High Schools for work-study job training. Students participating in work-study opportunities, whereby they work with City employees covered by this CBA, will be exempted from membership in the Union and will not be eligible for wages and benefits as provided under this CBA. Participation in this program is viewed as a learning opportunity and is not intended to displace staffing levels.

ARTICLE 3 HIRING PREFERENCES

3.1 - Non-Discrimination

The Employer agrees that it will not discriminate in the hiring or treatment of employees

because of race, color, national origin, sex, sexual orientation, age, religion, marital status or changes in marital status, parenthood, disability, genetic information, or union affiliation or activity, or association or political party affiliation; and agrees to comply with all applicable Federal and State statutes and regulations prohibiting discrimination.

3.2 - Local Hire Clause

To the extent permitted by law the City and the Union agree to utilize the standard referral procedures of the IBEW and to give priority of hire to residents of the Fairbanks, Alaska area, when such residents possess the requisite skills and abilities, and are available for hiring.

3.3 – Nepotism

A person may not be employed when that person is related by blood or marriage to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist.

ARTICLE 4 UNION SECURITY

4.1 Union Membership

A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer, but neither union membership nor payment of an agency fee is a condition of employment with the City.

B. A business representative or shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes within 7 calendar days from the date of hire, for a new employee orientation.

C. The City agrees that it will not discourage an employee from joining the Union or becoming an agency fee payer.

D. The City agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the union.

E. The City agrees that it will not disclose home addresses, personal telephone numbers, personal cell phone numbers, or personal email addresses of any employee to any entity other than the Union without the written authorization of the employee.

F. The Union will not make any representation to any employee that union membership or payment of an agency fee is a condition of City employment.

G. The Union will not make any representation to any employee that the employee will not enjoy all of rights and benefits afforded under this CBA if they decide not to join the Union or pay an agency fee. However, nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember

4.2 - Exclusive Negotiations with Union

The Employer shall not negotiate with any organization other than the Union and its representatives with reference to the terms and conditions of employment of employees covered by this Agreement, except as otherwise provided in this Agreement.

4.3 - Check Off and Payroll Deductions

The Employer agrees to deduct dues and fees from the wages of each employee covered under this Agreement, as may be authorized by the employee by written assignment. Such deduction shall be transmitted to the Union within 15 days following the end of each calendar month.

The Union shall notify the Mayor in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the employee's authorized Union deductions to the duly authorized representative of Union, together with a list of the names and addresses of the employees from whose pay deductions are made.

The Union, or its designee, shall have the right to receipts from deductions of dues, initiation fees or agency fees, Union-sponsored insurance premiums and Union-sponsored employee benefits as previously authorized or as may be authorized by the bargaining unit member.

4.4 - List of Bargaining Unit Members

The Employer agrees to furnish the Union with a roster of all employees working under the jurisdiction of this Agreement upon request.

4.5 - Professional Representation

The Union shall have representatives who are not employees of the Employer who shall be authorized to speak for the Union in all matters covered by this Agreement and shall be permitted to visit any work area at any reasonable time, consistent with operational requirements, and with advance notice to the Mayor.

4.6 - Employee Representatives

The Union shall have the right to designate a representative or shop steward, and an alternate. The Union shall notify the City in writing as to the identity of the designated representative prior to their assumption of duties as representative. In addition to their work as an employee, the representative or their alternate shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The representative shall, in addition to their work, be permitted to perform during working hours such normal Union duties as cannot be performed at other times. The City will not discriminate against the representative about the proper performance of their Union duties provided that such duties are conducted in a timely manner. The representative(s) shall notify their appropriate supervisor where they can be reached before the assumption of such Union duties. The Union shall notify the City within 24 hours as to the appointment or official status change of any Union representative. The designated Union official (representative) shall be consulted by the City prior to the representative's termination.

4.7 - Negotiating Team

The Union and City negotiating teams shall consist of no more than 3 persons per side. Employees who are members of, or advisors to a Union negotiating team may attend negotiating sessions held during the employees' duty hours without loss of pay, provided that no more than 2 on-duty employees may attend any session without loss of pay. This section shall not be construed to limit the number of off-duty employees who may attend negotiating sessions, and who make their own arrangements to be away from their duties. This section only limits the obligation of the City to pay on-duty employees for attendance.

ARTICLE 5 MANAGEMENT'S RIGHTS

5.1 – General

The City, under this Agreement, has and will retain the right to represent and manage the City, and direct its working forces, including the right to hire, to promote and demote, to discharge personnel for good and just cause in the interest of the City, provided such actions do not conflict with the provisions of this Agreement. Nothing in this Agreement is intended, nor is it to be construed in any way, as to interfere with the prerogative of the City to manage and control the business of the City.

5.2 – Subcontracting

The City reserves the right to subcontract any work falling within the scope of this Agreement. An employee whose position is eliminated because of subcontracting shall be offered reasonably comparable work within the City at their regular rate of pay and level of benefits. If no such position is available, the affected employee shall be given at least 6 months' notice prior to lay-off or severance pay equal to 6 months' pay and benefits

minus the amount of notice given. The employee may opt, however, to take 3 months' severance pay in lieu of 3 months of the notice period. Any employee suffering a loss of hours shall be made whole by an amount of pay and benefits equal to their reduction in hours for a 6-month period.

An employee laid off because of the City's exercise of its rights under this Section shall have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 36-month period. Disputes as to the comparability or equivalence of any position shall be resolved in accordance with expedited arbitration. Notification of vacancy pursuant to this Section shall be to the Union's Fairbanks business office. The employee's time to respond to such notice shall be as set forth in Article 23, Section 2(B).

ARTICLE 6 HOLIDAYS

6.1 – Listing

The following days shall be considered holidays with no deductions in pay:

New Year's Day	- January 1
Presidents' 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

Two (2) personal floating holidays and such other days as the City Council may fix as additional holidays for all employees.

6.2 - Observance of Holidays

A designated holiday will normally be observed on the calendar day on which it falls, except that employees who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday and will observe the following Monday when the holiday falls on Sunday. Normally only those employees designated in advance by appropriate supervision will be required to work on a designated holiday.

6.3 - Working on Holidays

If a non-exempt employee is required to work on a holiday, the City will pay 8 hours' straight time pay for the holiday, plus time and a half for hours worked. If a holiday falls during an employee's vacation, the employee shall receive holiday pay, at the straight

time pay for the holiday and shall not be charged leave time for that day.

Employees shall not be paid for holidays occurring while they are on unpaid but approved leave of absence.

To receive pay for an observed holiday an employee must not have been absent without authorized leave on the work day before or after the holiday.

ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURE

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 to work schedules. Every reasonable effort shall be made by both the City and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive means of resolving differences and disputes under this Agreement.

A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. However, any dispute involving the commencement date or termination date of this Agreement shall not be considered a grievance and shall not be submitted to the grievance/arbitration procedure set forth herein. Any dispute concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. Grievances may be initiated by the Union or the City as hereafter specified. Where a matter requires resolution on an accelerated basis, expedited arbitration shall also be available.

7.1 - Regular Arbitration

STEP ONE –

When an employee has a grievance, the employee, accompanied by a Union Representative if the employee chooses, shall verbally discuss the matter with the relevant immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 10 working days of the employee having through the exercise of reasonable diligence, gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance shall be reduced to writing, signed by the employee, and presented within 3 working days to the immediate supervisor by a Union Representative. The grievance shall state the Article and Section number of this Agreement allegedly violated, the way the employee believes that Section has been violated, and the precise remedy sought. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, his or her response to the grievance within 5 working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall then be delivered to the Union, with a copy to the aggrieved employee(s), within 5 working days for further handling at the next step of

this procedure.

STEP TWO –

- A. If the grievance is not settled, the written grievance and the response thereto of the immediate supervisor shall be submitted to the Mayor or his/her designee, by the Union with a written statement as to why the response at Step One was not acceptable.
- B. A grievance initiated solely by the Union and not on behalf of an employee shall begin at this step and shall, within 10 working days of receipt of the response of the immediate supervisor, be submitted to the Mayor or his/her designee in writing. A grievance initiated by the City shall commence at this step and shall be submitted to the Union in writing. The Union shall have 15 working days to meet with all involved parties in conciliation, investigate and consider the grievance and deliver a written response to the Mayor. If the Union rejects the City's grievance remedy, the reason(s) shall be stated in the response. Grievances initiated by the Union or the City shall state the Article and Section number of this Agreement alleged to have been violated and the way it has been violated. Grievances for which expedited arbitration is sought shall also be initiated at this step.
- C. The Mayor or his designated representative, shall have 15 working days to meet with all involved parties in conciliation, investigate and consider the grievance and deliver a written response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) shall be stated in the response.
- D. At the parties' meeting all pertinent facts and information will be reviewed to resolve the matter through conciliation. Where such conciliation efforts are unsuccessful, the grievance may be advanced to arbitration as follows.

7.2 - Expedited Arbitration

Where expedited arbitration is provided for under this Agreement, or mutually desired by the parties, the grievance at issue shall be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 4, Expedited Arbitration/Arbitrator Selection.

7.3 - Regular Arbitration/Arbitrator Selection

- A. The moving party shall make demand in writing upon the other party for binding arbitration within 10 working days from the date of delivery of the final response of the Mayor or of the Union, as the case may be. Time for delivery of such demand shall not be extended because of unfinished conciliation efforts, unless a written consent to extension is executed by both parties.

The parties agree to request the Federal Mediation and Conciliation Service or

the American Arbitration Association to submit a list of 7 names of persons who are available for service as labor arbitrators.

- B. Within 5 working days, from the date of receipt of the list, the Employer and the Union Representative shall meet and alternately strike 1 name from the list until 1 name remains. The side to strike the first name shall be chosen by the flip of a coin.
- C. If either party fails, or refuses, to jointly request a list of arbitrators or fails or refuses to choose an arbitrator from such list as provided above, then either party may make a demand or submission to the American Arbitration Association and the neutral arbitrator shall be appointed in accordance with Rule 12 of the American Arbitration Association Arbitration Rules as are in effect at the time of demand.

7.4 - Expedited Arbitration/Arbitrator Selection

- A. The parties may meet and adopt a list of arbitrators suitable to both parties for use as arbitrators and/or mediators pursuant to this Section. The party proposing a name for the list shall submit biographical information or a resume for that person for the other party's consideration. For selected issues the parties recognize that a local arbitrator may have better knowledge of local conditions and problems and there could be cost and time savings by the selection of a local arbitrator. Consequently, the parties shall endeavor to include the names of at least 3 local persons on the list. The arbitrators on the expedited arbitration list shall not be required to be members of the Federal Mediation and Conciliation Service or of the American Arbitration Association.
- B. Where expedited arbitration or mediation is required by this Agreement, or mutually desired by the parties, within 10 working days of receipt of the demand for arbitration or mediation or another mutually agreeable time, the parties shall meet and select a name from the pre-determined list based upon the following factors in order of priority: 1) the arbitrator's early availability; 2) the background and experience of the arbitrator in the issues to be determined; 3) the aggregate of the travel and per diem expense of the arbitrator; and 4) such other factors as are deemed important by the parties at the time of selection. When the parties cannot mutually agree upon a name that is on the list based upon the above criteria, then they shall alternately strike 1 name from the list until 1 name remains. The side to strike the first name shall be chosen by the flip of a coin. In no event shall the arbitration hearing be held more than 60 days after a request for expedited arbitration has been made. However, if none of the arbitrators are available within that time, the mutually agreed to arbitrator with the earliest availability dates shall be selected.

7.5 - Rules Common to Regular and Expedited Arbitration

- A. The Arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide issues not so submitted. The authority of the Arbitrator shall be limited to the application and interpretation of this Agreement. The Arbitrator shall have no authority to amend, alter, modify or otherwise change the terms or scope of this Agreement. The Arbitrator shall be empowered to conduct a formal hearing governed by the procedural rules of the American Arbitration Association, take evidence, issue subpoenas to compel testimony or the production of physical evidence, and to issue a written opinion and award.
- B. The decision of the Arbitrator shall be final and binding upon the parties to the dispute. The final decision of the Arbitrator shall be implemented as soon as possible, but not later than 30 days after the final decision is rendered.
- C. The City and the Union mutually agree to have more than 1 grievance or dispute submitted to the same Arbitrator. Each grievance or dispute may by agreement be submitted to separately convened arbitration proceedings.
- D. The expenses of the neutral Arbitrator shall be borne by the losing party. If, in the opinion of the Arbitrator, the positions of both parties were reasonable and neither party can be fairly considered the losing party, then such expenses shall be borne equally by the parties.

7.6 - Employee Witnesses

The City and the Union shall bear the expense of their respective representatives and witnesses. Any City employee called as a witness by either side will continue to receive his or her regular rate of pay while attending a hearing during normal working hours for the witness. Should a hearing be scheduled outside of regular working hours or extended beyond regular working hours, no compensation shall be paid by the City for the time outside regular working hours nor shall any employee witness be entitled to overtime or premium pay for attendance at an arbitration hearing. The shop steward may attend the hearing during normal working hours and continue to receive his/her regular rate of pay. The parties will in good faith schedule and conduct arbitrations so as to try to minimize overtime costs and disruption of work schedules or lost productivity.

7.7 - Retroactive Pay

No Arbitrator appointed hereunder shall have any authority whatsoever to award any grievant any retroactive pay for any period prior to 15 calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists in accordance with Article 7, Section 1. To the extent this provision may conflict with applicable State or Federal law regarding employee wage or benefit claims, such applicable law will prevail.

7.8 – Discharge

In cases where it is determined an employee was discharged unjustly and without cause, the Arbitrator may order the Employer to return the employee to their position without loss of pay and benefits. When the employee is reinstated to their position, the employee shall be reinstated with no loss of seniority. An employee has the affirmative duty to mitigate damages. All unemployment compensation and all such amounts of money received or available by mitigation of damages will be deducted from any award granted by the Arbitrator.

7.9 – Default

Notwithstanding Sections 3 and 4, in the event either party to a grievance fails to properly answer, respond or act within the time specified at any step of the grievance procedure, the grievance shall be deemed settled against the party which failed to timely answer, respond, act, or appeal. Any of the time limits set forth in the grievance procedure may be extended by written agreement. Grievances resolved by default may not be the basis of establishing precedent on the merits for the resolution of any other grievances.

ARTICLE 8 DISCHARGE AND NOTICE

8.1 - Timely City Notice To Employee

Except for discharges or suspensions for just cause, all permanent employees who have fulfilled probationary requirements shall be given 30 days' notice of separation, or 4 weeks' pay, computed at the regular hourly rate, in lieu of such notice. Such notice, or pay in lieu of notice, shall not be required in the case of terminations or suspensions for just cause.

8.2 - Timely Employee Notice To City

All permanent employees who have fulfilled probationary requirements shall give the Employer two weeks' notice before leaving their employment unless mutually agreed beforehand between the Employer and the employee. Notation of failure to give proper notice will be placed in the employee's personnel file and may result in the employee being classified as "Ineligible for Rehire."

8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor shall be deemed given when delivered to the Mayor, or when delivered to the secretary of the person in charge of the office of the Mayor. Notices required or allowed to be given to the Union shall be deemed given when delivered to the Union's business agent, or when delivered to the secretary or person in charge of the Union's Fairbanks business office. Notices to

an immediate supervisor shall be personally delivered. Notices to an employee shall be personally delivered, or, if an employee is absent from the work place, shall be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, addressed to the employee at his or her mailing address as shown on the records of the City.

8.4 - Termination For Cause

An employee terminated for just cause shall not be entitled to severance pay. A written statement of the reasons for termination for cause shall be given to the affected employee and his or her Union Representative. The term "severance pay" does not include accrued leave or other earned benefits.

ARTICLE 9 HEALTH AND WELFARE

9.1 - Health and Welfare

- A. The City agrees to pay each month for coverage of employees working under the terms of this Agreement in the Alaska Electrical Health and Welfare Plan. All new employees shall be covered on the first of the month following the date of employment.
- B. The City's contribution shall be as provided in Schedule "A." The City will pay an additional \$200 a month toward employee Health and Welfare premiums, bringing the City's monthly contribution to \$1,050.00. A retro-active payment of \$200.00 per month will also be paid to current employees for the 2018 months prior to the City's increase to Health and Welfare contributions. The \$200.00 per month retro-active payments for employees hired after January 1, 2018 will be calculated from their month of hire. The retro-active payments of \$200.00/month for 2018 will be included in the first payroll processed after the contract is ratified.
- C. A wage reopener will be initiated and implemented in 2019.
- D. The Union agrees to allocate sufficient funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding.

9.2 - Retirement/Pension and Social Security

- A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF), as described in the Trust Fund Plan Document, dated October 1987, and as amended from time to time, as provided in Schedule "A".

The Union may allocate the package rate to wages, pension and health and

welfare as it sees fit.

- B. In the event Federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by mutual agreement, determine how such legislation shall impact this Agreement.
- C. Employees may voluntarily contribute to the Alaska Electrical Worker's Money Purchase Pension Plan. The Employer agrees to withhold, and forward voluntary contributions authorized by the employee.

9.3 - Deferred Compensation

Employees covered by this Agreement shall continue to be eligible to participate in any City deferred compensation program. The Union will be consulted prior to any change in deferred compensation plans by the City.

9.4 - Physical Examinations

- A. A yearly physical examination at the expense of the Employer is offered to employees at their election beginning during their second year of employment. The results of these tests shall be confidential between the employee and the examining physicians.
- B. The expense of any physical that is required by the City or by law, at a provider of the City's choice, shall be paid by the City. The City will not pay for charges for services that are not reasonable and customary.

9.5 - Fitness to Perform Duties

When in the opinion of the City there arise documented incidents, which raise specific questions as to the physical and/or mental ability of an employee to perform their normal work assignment or fitness for duty, an appropriate examination, including all relevant substance abuse test procedures, of the employee may be ordered by the City. If such examination demonstrates, in the opinion of the examining physician or specialist, that the employee is physically and/or mentally incapable of performing their normal work assignment or is not fit for duty, the employee shall be allowed to seek a second opinion from a local licensed physician or specialist (whichever the case may demand) of their choice at their own expense. If there is no other physician or specialist within the Fairbanks area from which the employee may acquire a second opinion, the City will share equally the costs of the employee's second opinion, including related travel costs, so long as the employee goes to a physician or specialist within the Anchorage, Alaska area.

If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician or specialist (whichever the case may demand) mutually

agreeable to the Employer and employee. The results of this third examination shall be final and binding, subject only to the grievance (appeal) and arbitration procedures described elsewhere in this Agreement. The Employer shall pay for the first physical and/or mental examination. If the third physician agrees with the first physician, then the employee will be responsible for the cost of the third examination. Otherwise, the Employer shall pay for the cost of the third examination.

9.6 - Drug Testing

The parties agree to be covered by a random drug test policy in the same manner as Federal CDL holders are subject to, at the expense of the City.

9.7 - Unemployment Compensation

The employees covered by this Agreement shall be entitled to coverage of the Unemployment Compensation Act of the State of Alaska, as amended from time to time.

9.8 - Section 125 Plan

The City agrees to maintain a Section 125 "Flexible Benefits Plan" as a means for employees to pay insurance premiums on a pre-taxed basis, and for setting aside monies to pay uncovered costs of medical insurance and dependent care as allowed under Federal law.

ARTICLE 10 WORKING CONDITIONS

10.1 - Work Week

- A. Members of this bargaining unit are professional, executive and/or administrative employees, and as such are required to work a sufficient number of hours to perform their job duties, some of whom are exempt from receiving overtime.
- B. Flexible work week and work day schedules will be fully considered and used with the mutual consent of the City and employee, including work beyond 8 hours a day and work on more than 5 days.
- C. Non-exempt employees shall receive overtime for all hours that exceed 8 hours per day or 40 hours per week. Employees working a flex schedule are an exception to this rule, whereby overtime will be paid for hours more than the established daily flex schedule or 40 hours per week. No employee will work any overtime or any hours outside the employee's normal schedule without the prior approval of the Department Head.
- D. Employees called back to work by their Department Head after leaving work will

be employed for a minimum of 2 hours or credited with a minimum of 2 hours of work towards the 8 hours for that day or 40 hours of work for that week.

- E. Unless mutually agreed otherwise, an employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.

10.2 – Job Share

The job share program is designed to retain the valuable services of qualified employees through two employees sharing a single budgeted position. Availability and approval for job share opportunities will be at the sole discretion of the Mayor and affected Department Head.

- A. Job sharing is defined as two employees qualified for the same classification sharing 1 position. Job share opportunities will be based on a schedule to be approved in advance by the Department Head.
- B. If a job share employee separates or successfully bids into another classification, the remaining employee will have the option of reverting to full-time or requesting that the job share position be bid. If no other job share employee is hired into the position, the employee will be expected to resume full-time work status.
- C. Personal leave accrual will be prorated based on the hours worked.
- D. The employee scheduled on a holiday will observe the holiday. The employee not scheduled will not be compensated for the holiday. Each employee shall be entitled to one personal floating holiday per year.
- E. Alaska Electrical Health and Welfare Plan premium contributions will be paid for the active employee only. The inactive employee will have all benefits suspended during their job share inactive time including the use or drawdown of any accumulated personal leave.
- F. The employee who is not actively working may elect to receive COBRA benefits under the Alaska Electrical Health and Welfare Plan.

10.3 - Pay Periods

Pay days shall be established covering payroll periods from the 1st to the 15th day of the month, paid no later than the end of that month inclusive and from the 16th day of the month to the last day of the month paid no later than the 15th of the following month inclusive, except when pay day falls on Saturday, Sunday or a holiday. If pay day falls on Saturday or Sunday unless preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on a recognized holiday, pay day may be on the day prior to the

holiday, if Monday is a recognized holiday, in which event pay day will be on the Friday prior. The City reserves the right to establish a 26-pay period/year pay period. Each check shall have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and, if applicable, overtime hours worked. If an employee is not paid on the established pay day, they shall receive 8 hours pay at the straight time rate for each 24-hour period until they receive their paycheck. Acts of God are the exception to this article.

10.4 - Revocation of Driver's License

Certain jobs within this bargaining unit require a valid driver's license in the performance of their job duties. Loss of this license may result in termination or suspension during the period they do not possess a valid license. The Employer, however, shall make reasonable efforts to accommodate the employee's loss of driving privileges. No employee may be deprived of pay or seniority based upon the revocation of their driver's license for a violation or violations of the law which result from the direct orders of their superior to specifically commit such violation or violations.

10.5 - Work Environment

The City will make every reasonable effort to provide adequate ventilation, temperature controls, sanitary facilities, and privacy. In the event these standards are not maintained, the employees affected shall not be penalized for any loss of productivity arising out of these conditions.

10.6 - Bulletin Boards

The City shall furnish bulletin boards in each work area. Such bulletin boards are to be used for notices to employees given by the City, the Union, the Department of Labor, and other governmental agencies. Neither the City nor the Union shall post or allow the posting of materials which are inflammatory in nature, insulting or in poor taste. Existing bulletin boards may be used instead of installing new ones.

10.7 – Indemnification

In the event any action or claims are made by a person or entity against any employee, or their estate, for actions done while in the scope of City employment, the claim shall be defended by the City and any liability incurred by the employee or estate as a result shall be paid by the City, provided that, any actions or claims, defense of liability resulting therefrom shall not be paid by the City if the action or claim(s) are based upon acts or omissions of the employee resulting from recklessness, gross negligence, or intentional misconduct. In the event the City Council may by ordinance enact indemnification provisions that provide added protections to employees, such indemnification provisions shall apply to this bargaining unit.

In the event the City resolves an action or claim involving an employee for purely

pragmatic reasons not involving any misbehavior by the employee, the City will issue a letter to the employee stating the reasons for the settlement, with a copy to be placed in the employee's personnel file.

ARTICLE 11 PROBATION

11.1 – Object

The probationary or working test period is an integral part of the hiring and employment process. It shall be utilized to secure the most effective adjustment of a new or promoted employee to their position, to allow the Employer and the employees the opportunity to consider their ability to make a long-term commitment, and for the Employer to reject any employee whose performance does not meet required work standards.

11.2 – Duration

The probationary period shall be 6 months for all employees covered under this Agreement. A promotion or transfer could trigger additional formal probation period not to exceed 90 days. Likewise, the Employer may elect to return the employee to their former position during the same time without cause, without penalty to the employee. But for this one exception, a transferred or promoted employee retains all rights and entitlements. Also, any promoted or transferred Employee shall be apprised of formal probationary period prior to accepting the promotion or transfer.

11.3 – Dismissal

During the probationary period the Mayor may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit their continuance in the service. Any employee removed during the probationary period does not have the right to appeal to arbitration. Likewise, a probationary employee may elect to sever the employment relationship during this period without any penalty or adverse reflection on their record.

ARTICLE 12 EMPLOYEE RECORDS

12.1 - Examination of Records

Every employee covered by this Agreement shall have the right to examine all records pertaining to them on reasonable demand, subject to the availability of the Human Resources Director or other employee(s) authorized to produce such files. In no event shall an employee be caused to wait more than 8 working hours. The Employer shall make available original or copies of the original records for examination by an authorized Union Representative having written authorization of the affected employee(s) upon 24 hours' notice from the Union, weekends excluded. The City, the Union, and the affected employee agree to periodically meet to review documents that relate to "stale" matters

when the employee has successfully resolved the problem.

The City agrees to make available to the Union business agent, or his appointed representative, individual payroll records when requested of employees covered by this Agreement upon receipt of written authorization from affected employees.

12.2 – Work Time Records

Work time records of employees shall not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the Employer must change a work time record, consultation with the employee shall occur at the first reasonable opportunity. Copies of the employee's work time records shall be made available by the Employer for inspection by the employee or Union Representative during working hours. In the event the employee disagrees with the Employer's change, even after consultation, the disagreement may be submitted as a grievance for resolution in accordance with Article 7.

ARTICLE 13 EQUIPMENT AND CLOTHING

13.1 – Clothing

The City agrees to provide work gloves, rubber boots, coveralls and such other protective clothing to be determined by the Mayor or his designated representative, and as required by State and Federal Safety regulations, for use by members as duties require.

13.2 - Employer Issued

Employees who are issued equipment for City use shall have that equipment receipted to them and shall be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe or unserviceable, it shall be turned in to the City to be repaired or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment and supplies.

13.3 - Personal Property

In the event the Mayor approves in writing the use of the employee's personal property during such employee's normal duties, the Employer shall reimburse the employee for the repair or replacement of said personal property. The employee, however, shall not be reimbursed for the consequences of their own gross negligence or willful misconduct.

13.4 - Improved Equipment

The City shall try to provide employees with equipment that will allow the employee to work efficiently and improve productivity, i.e., computers, word processors, vehicles, and all other equipment and instruments necessary to perform the work. In the event such

necessary equipment is not provided, the employee(s) affected shall not be penalized for any loss of efficiency or productivity that may result.

13.5 - City Property

Upon termination of employment, each employee shall return to the City any property of any kind belonging to the City, no later than the time at which the employee is paid all wages and other sums due under this Agreement.

ARTICLE 14 SAFETY

All work should be executed in a safe and proper manner. The Alaska Occupational Safety and Health Standards will serve as minimum standards.

The Employer shall furnish and provide adequate training in the use of such safety equipment as is necessary for the safety of the member. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment shall be provided and be available for employees working under adverse conditions.

ARTICLE 15 EDUCATION, TRAINING AND TUITION

15.1 - Employer Provided

The Employer shall provide education and training necessary for an employee to maintain professional licenses or certifications required by law. Employer required education and training shall be provided at the Employer's expense. The actual and necessary expenses incurred by bargaining unit members for approved official travel outside the City of Fairbanks because of such education and training shall be paid pursuant to Article 19, Travel and Per Diem. The provisions of Section 15.2 will not apply if the employee is required by the Mayor, or designee, to attend training or education. The parties agree that reimbursement responsibility will be made clear prior to education and training.

15.2 - Employee Requested

An employee may wish to obtain education or training in addition to that provided by the Employer under Section 15.1. To obtain a tuition refund or reimbursement for any other conference or seminar (tuition), education or training costs and fees, including travel and accommodations, employees must first obtain prior written consent of the Mayor. Where such consent has been provided and upon proof of successful completion of the education or training, the City shall give the employee administrative leave for travel to and from, as well as attendance at, the conference or seminar and shall refund 100% of tuition paid for such education or training. The City shall also reimburse the employee for any pre-approved reasonable costs, fees or travel expenses paid by the employee in connection with such education or training. Reasonable costs, fees and travel expenses

reimbursed for travel outside the City of Fairbanks shall be as described in Article 19, Travel and Per Diem.

The employee whose educational or training request has been granted shall sign an agreement providing that any refund or reimbursement will be returned to the City on a prorated basis in the event of voluntary termination within 360 calendar days. Involuntary terminations or separations involving medical reasons will not require refunds to be returned.

ARTICLE 16 WAGES

16.1 - Wage Classification and Salaries

The wage rate, which is the package rate minus allocations for benefits, for the classifications is shown in Schedule "A." The City is not precluded from paying a higher wage rate or annual bonus as it finds necessary for superior performance to any of the employees covered by this Agreement. (See text accompanying Schedule "A," Section 3).

- A. Newly created classifications, temporary and intern employee wage structures will be mutually established by the City and Union assessed by the knowledge, skills and abilities of the individuals.
- B. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed based on annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The agreement reached in 2018 provided \$200.00/month for Health and Welfare Premiums and not to a package. This additional \$200.00 month will stay toward Health and Welfare Premiums throughout the duration of this contract. Any additional future years financial increases, are subject to negotiation as to how the contribution is distributed.

16.2 – Pay for Temporary Assignments

Under ordinary circumstances, the Employer agrees to use employees within their own CBA and classification. When an employee is required to assume the duties of another position more than 5 days, the employee will be paid 4% extra starting after 5 days.

16.2.1 – Compensation for Service as Acting Department Head

When a Department Head is on personal leave and unavailable for more than 12 hours to physically respond to the work if needed, another employee may be appointed by the City Mayor or designee as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at inter-agency meetings and taking responsibility for overall operations of the Department

including performing normal duties and, if needed, performing duties of other Department employees. While serving as Acting Department Head, the employee shall receive the higher rate of pay. Any leave cash out will be at the regular rate, not the higher rate.

16.3 - Compensatory Time

A. Exempt Employees.

Compensatory time is time off made available to an employee who has worked more than 40 hours per work week because of their attendance at such things as mandatory meetings, actual call-outs, evening work on special projects the completion of which is not feasible during the ordinary work day or work week or other similar functions. The accrual and use of compensatory time shall be pre-authorized and administered in the manner set forth by the Mayor, as amended from time to time.

B. Non-Exempt Employees.

Non-exempt employees who are eligible for overtime may elect to accrue compensatory time at the rate of 1.5 hours for each hour worked. Compensatory time will be used in the same manner as annual leave per Article 20.

C. Compensatory Time Balances.

No balance beyond 240 hours may be accrued with the following exceptions. Public Safety employees may by law accrue up to 480 hours. Any amount of compensatory time accrued by special assignments beyond the 240-hour limit because of this exception must be approved by the Mayor or the Mayor's designee and used within 6 months of the date it was earned, beyond which time any amount remaining more than 240 hours will be cashed out. Exempt employees will lose any amount over 240 hours. No employee covered by this CBA may accrue over 480 hours.

16.4 - Court Appearance

Employees required for court, because of actions performed for the City in the line of duty, shall suffer no loss in regular earnings, but shall be compensated during their service at the employee's rate of pay if on-duty. Any witness fees shall be turned over to the City. If members are off-duty they shall receive pay or compensatory time at the appropriate rate with a 2-hour minimum being paid or credited.

ARTICLE 17 PERFORMANCE EVALUATIONS

Employees in the bargaining unit, on probationary status, shall receive written performance evaluations midway through and at the completion of the probationary

period. Regular employees may be evaluated as the need arises or as requested by the employee. Bargaining unit members shall be given at least 10 working days prior to finalization of any evaluation to make a written rebuttal, which shall become a part of the employee's official personnel record.

ARTICLE 18 FILLING OF VACANCIES

18.1 - Promotional Opportunities

The parties understand and agree that hiring and promotional decisions shall be made based on merit and fitness. Where merit and fitness are equal, the greater seniority of one applicant over another shall be considered an additional qualification. Preference may be given to the acting appointee for the vacant position pursuant to Article 16, Sections 16.2 and 16.2.1 of this Agreement.

18.2 - Vacancy Promotions

When a vacancy occurs, or a new position is created pursuant to this Agreement, the Mayor or the Human Resources Director shall post vacancy announcements which shall include a job description, salary information and a complete list of all factors or criteria including but not limited to education, training and experience that will be considered in making the job award. The announcement will also state whether a formal written application is necessary and where and when such application can be obtained.

Vacancy announcements shall also specify the position's opening date, a job description and title, and any other pertinent information including any tests or examinations that will be required and together with the closing time and date of the application period. Copies of all such notices will also be provided to the Union's Fairbanks business office.

18.3 - Application Procedure

Where applications are to be made for any vacant or newly created position within the bargaining unit, application forms will be made available from the Human Resources Director.

18.4 – Rights

Employees offered and who accept a promotion or transfer into a vacant or newly created position will be placed at the appropriate level or step given their current level of service and compensation. For all transferred or promoted employees, length of service will remain unbroken and all accrued benefits shall remain unchanged.

18.5 - Promotions/Transfers

Any employee may refuse a permanent, non-disciplinary transfer to a lower or comparable rank or classification or a promotion to a higher rank or classification. Such refusal shall not be the basis for discipline or any other adverse action including but not limited to: leave, training or reimbursement request denials, an otherwise unwarranted demotion or transfer, changes in work assignments, work location, or support personnel.

ARTICLE 19 TRAVEL AND PER DIEM

19.1 - Official Travel Outside City of Fairbanks

Business travel shall be governed by the current City Travel Policy, as adopted by the Mayor. Employees' time spent at official conferences, meetings or training sessions is compensable. If the employee is unable to return to the normal work place, a full 8 hours of compensable time is earned. Should the actual training or meetings exceed 8 hours, all time spent is compensable.

The City will fully reimburse the employee for travel, lodging, parking, and other required expenses. In addition, \$60.00 a day will be paid for meals and optional items and shall be adjusted upward by the same amount as any increases in the City Code.

19.2 - Use of Personal Vehicles

Employees are not authorized to use their privately-owned vehicles for City business. However, when members are authorized by the City in writing to so use their private vehicles for official business, reimbursement for such use shall be at the rate allowed by the Internal Revenue Service as proper. In the event the employee is required to respond to a problem or emergency after regular work hours, the employee may use their personal vehicle to go directly to and return from the site of the problem or emergency and be reimbursed at the rate allowed by the Internal Revenue Service as proper.

ARTICLE 20 PERSONAL LEAVE

20.1 - Personal Leave

Employees shall accrue leave according to the following schedule:

0 to 24 months of service:	160 hours per calendar year;
25 to 60 months of service:	200 hours per calendar year;
Greater than 60 months of service:	240 hours per calendar year.

20.2 - Leave Requests

Scheduled personal leave may be taken in conjunction with approved travel on City business so long as any additional expenses to the City are reimbursed by the employee. When personal leave is used for illness or bereavement, the employee shall notify the supervisor as soon as possible.

20.3 - Termination Cash Out

Upon termination of any employee covered by this Agreement, the full value of all accrued personal leave shall be paid at the employee's then-current rate of pay. The City will make pension contributions on all compensable hours.

20.4 - Draw Down of Personal Leave

Subject to the "cap" provision set forth below, any employee covered by this Agreement may cash out their personal leave in accordance with the following schedule. Member "cash out" requests must be submitted to the Mayor or designee. The cashed-out hours will be paid on a separate check due at the same time as the employee's next regular paycheck. Cash outs will be subject to union dues and the City will make pension contributions on all leave cash outs.

The City will pay pension contributions on personal leave cashed out by IBEW members, under this Section.

LEAVE USAGE. All personal leave hours have full leave usage and leave usage is not reduced at any time regardless of the total number of hours accrued.

Total Personal Leave Hours for Draw Down:

0 - 200 hours: Cannot cash out without Mayor or designee approval.
Over 200 hours: 100% cash out value.

20.5 - Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other City employees in time of need. The following shall be the vehicle for that purpose.

- A. Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate in increments of not less than 4 hours and deliver said leave slip to the Finance Department.
- B. Each leave slip will have written or typed along the bottom: "Leave donated to (employee name)." The employee receiving the leave donation will have the

amount of leave converted to their pay rate.

- C. Once personal leave is donated, it is irretrievable by the donor.
- D. It is the understanding of the City that the Internal Revenue Service currently treats donated leave as income to the recipient, and not a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

20.6 - Expiration of Accrued Personal Leave

An employee who exhausts accumulated personal leave may request leave without pay, which may be granted at the discretion of the Mayor in accordance with Article 21, Section 6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee as to the member's expected time to return to work. The employee may also be required to submit to his supervisor a monthly report affirming the nature of the absence.

20.7 - Seniority Rights During Illness or Disability

Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work shall not be lost during any period of approved absence due to sickness or disability. Additional seniority rights shall not accrue during any period of leave without pay attributable to a non-work-related sickness or disability, except as provided for under the parental leave provisions of this Agreement.

20.8 - Job-Incurred Injury or Illness

In the event of a job-incurred injury or illness within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for such employee until it has been established that the employee will be unable to return to work or one year, whichever is sooner. An award to the employee of Workers' Compensation Permanent Disability shall be deemed to establish that the employee will be unable to return to work unless the employee, by returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude their return to the job in question. The City will comply with all requirements of the Alaska Workers' Compensation Act. The employee shall be required to submit to their supervisor a monthly report from the attending physician. An employee may choose to use personal leave to supplement income during times of Workers' Compensation leave, provided that total net compensation is equal to or less than the employee's regular compensation.

20.9 - Light or Limited Duty

In the event of an injury precluding the employee from returning to full duty status, the City and the Union shall mutually establish the scope of the employee's adjusted duties and adjusted rate of pay, with the employee's physician's approval of the adjusted duties.

The employee's regular rate of pay shall be reinstated by the City upon receipt of a doctor's full work release.

ARTICLE 21 OTHER APPROVED ABSENCES

21.1 - 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 and Medical Leave Act (Public Law 103 - 3).

21.2 – Elections

An employee shall be given the necessary time off, without loss of pay, for the purpose of voting when the polls are not open at least 2 hours before or after the employee's scheduled hours of work.

21.3 - Jury Duty

Employees required to serve on jury duty will suffer no loss in regular earnings but shall be compensated during their service while serving such jury duty, provided, however, that any jury duty pay received is turned over to the Employer by the employee. It is agreed that an employee reporting for jury duty who is then released for the day shall return to work for the rest of the work shift.

21.4 - Funeral Leave

An employee may use personal leave or leave without pay to attend a funeral.

21.5 - Military Service Leave

Military leave means training and service performed by an inductee, enlistee or reservist, or any entrant into a temporary component of the Armed Forces of the United States and the time spent reporting for and returning from such training in service, or if a rejection occurs, from the place of reporting for service. It also includes active duty training as a reservist in the Armed Forces of the United States or as a member of the National Guard of the United States where the call is for mandatory training only. A copy of the employee's Orders must be provided to Payroll.

- A. Eligibility. Any permanent employee who leaves the City service for compulsory military duty shall be placed on military leave to extend through a period of 90 days after their release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in their position without loss of status or reduction in pay.

- B. Restoration. An employee returning from military leave shall be entitled to restoration to their former position, provided the employee makes application within 90 days after their release from duty and is physically and mentally capable of performing the duties of the position involved. If the position the employee vacated no longer exists at the time he or she is qualified to return to work, such person shall be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of status. Disputes as to the employee's fitness shall be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there shall be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.

- C. Disposition of Vacation Leave. An employee who leaves the City service for such military leave without pay may elect to be paid for any accrued leave they may be entitled to as if they were actually separating from the City service. The employee's decision shall be noted on the personnel action form effecting the leave. If the employee elects not to be paid for such leave, the accrued leave credits shall be reinstated upon return of the employee to the City service.

- D. Military Reserve Training or Emergency National Guard Service. Any employee 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 or duty for a period not exceeding 120 work hours during any one calendar year. Such military leave shall be with pay if all military pay the employee receives for the duties performed on such leave is paid to the City. The Mayor may authorize additional periods of military leave in the event of employee hardship in the event of prolonged involuntary military service.

21.6 - Leave Without Pay

Regular employees in good standing may be granted leave without pay. An employee is in good standing if their job performance has been satisfactory for a period of 12 months preceding their request.

Requests for leave without pay shall be made in writing to the Mayor. Approval of such leave requests shall be made on an individual basis. Where service requirements permit and where the employee has demonstrated a serious and legitimate need, approval shall not be unreasonably withheld. Cost of such request shall be a factor in such determination.

While on leave without pay, seniority and personal leave will not accrue. Longevity credits for completing probation and pay anniversary date shall also be suspended during any period of leave without pay.

Where leave without pay is granted, the employee shall not first be required to use their

accumulated personal leave.

During an approved leave of absence, an employee's position may be filled by assigned or temporary employees. At the expiration of any period of leave without pay, the employee has the right to and shall be reinstated to the position vacated.

21.7 - Union Leave

A regular employee elected or appointed to a position as a full-time Union official shall be entitled to a maximum of 30 days leave of absence from the City to fill their Union position. During such leave of absence, such employee shall have the right to elect, without penalty, to return to their former position with the City. In the event such election is made, the employee's anniversary date shall be adjusted for any period of leave without pay in accordance with Section 21.6. In the event the employee does not elect to return to their former position by the end of this 90-day period, the employee shall forfeit their seniority with the City. Upon termination of their position with the Union at any time after expiration of this 90-day period, said employee shall be given the first option, for a period of 3 years, in filling a vacancy which may occur in the department or classification in which they were formerly employed or for which they are otherwise qualified. The Union shall notify the City when the employee has terminated their Union position. Notification of vacancy pursuant to this Section shall be to the Union's Fairbanks business office. The employee's time to respond to such notice shall be as set forth in Section 23.2(B) - Notice of Recall.

ARTICLE 22 SENIORITY

22.1 - Definition of Seniority

There are two types of seniority for members of this bargaining unit:

- A. Seniority is total length of service the member of this bargaining unit has worked for the City without separation, without regard to prior bargaining unit(s), subject to adjustment as set forth in this Agreement.
- B. Classification seniority is the length of service of the employee in the job classification with the City, subject to adjustment as set forth in this Agreement.

22.2 - Termination of Seniority

- A. Seniority shall be terminated upon:
 - 1. Discharge,
 - 2. Resignation,
 - 3. Layoff for a period of 2 years or more (or 9 months in the case of medical incapacity due to non-job-related injury or illness), or inability to return to work from a job-incurred injury or illness of 2 years or more as provided

- for in Section 20.8,
4. Failure to respond in a timely and/or prescribed fashion to notice of recall, or
 5. Failure to return from an approved leave of absence on the stipulated date of expiration, or any unapproved absence from work without advance Employer approval in the absence of a legitimate and verifiable explanation.

B. Seniority shall not be interrupted by:

1. Periods of approved leave, except as set forth in Section 21.6 - Leave Without Pay,
2. Workers' Compensation Leave, up to one year,
3. Military Leave,
4. Family/Medical Leave as set forth in Section 21.1, or
5. Active military duty when recall for such duty is beyond the control of the employee.

ARTICLE 23 LAYOFF

23.1 - General Provisions

- A. Layoff(s) shall be made by classification, starting with the least senior member in the classification. A layoff of not less than 12 months, during which the employee returns to work at the first opportunity, shall not be considered a separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits shall be suspended during the period of layoff.
- B. An employee receiving a layoff notice (the "noticed employee") has 5 working days to notify the Mayor in writing of the employee's intent to displace ("bump") another employee in this bargaining unit with less seniority in the same or lower classification within the City. The Mayor will approve the displacement if (a) the Mayor finds that the noticed employee has the qualifications, skills, training, and experience to perform the work duties of the other employee, and (b) if the noticed employee has worked continuously for the City, regardless of bargaining unit status, longer than the other employee. If the Mayor approves the displacement, the noticed employee will be transferred to the other employee's classification, at the pay rate of the other employee. The displaced employee shall then be given notice of layoff and may invoke the displacement process if eligible.

23.2 - Recall

- A. Procedure. Upon layoff, the laid off employee shall be placed on the layoff list for that classification group from which the employee was laid off, and for the

bargaining unit. Recall rights exist for 1 year from the effective date of layoff.

1. The classification layoff list shall be ranked in inverse order of layoff. The recalled position shall be offered to the first employee on the classification layoff list.
 2. If the classification layoff list is exhausted and/or eligible employee(s) decline appointment or are not available, then the position shall be offered to the employee with the most seniority of those employees on the bargaining unit's layoff list that possess the required skills and abilities.
 3. If the bargaining unit's layoff list is exhausted and eligible employee(s) decline appointment or are not available, then the position shall be offered to the employee with the most City seniority of those employees on the bargaining unit's layoff list. To receive recall notice from the bargaining unit's layoff, list the employee shall provide written notice to the City at the time of layoff of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the bargaining unit's layoff list.
 4. The laid off employee must have the skills and abilities to perform the position for which they are recalled. Vacant positions which are to be filled may be filled through promotion provided no employee is on layoff from the classification. However, the vacated position may subsequently be filled only in accordance with this Article.
 5. If an employee is recalled to a position in which he or she has attained regular status, the recalled employee shall be appointed to that position as a permanent employee. If an employee is recalled to a position in which he or she has not attained regular status, the recalled employee shall be appointed to that position as a probationary employee.
- B. Notice of Recall. Notice of recall shall be sent to all laid off employees at their last known address by restricted delivery certified mail and by certified mail to the Union's Fairbanks business office. The employees on the recall list shall within 10 working days after receipt of the recall notice notify the City in writing as to their decision regarding the recall offer. The employee at the top of the recall list shall have the first opportunity to accept the position provided they possess the qualifications for the position being recalled. If the City does not receive notice as required above from the employee first eligible for recall within the 10 working day period of when the recall notice was postmarked, then that employee goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position. If none of the individuals on the list who respond possess the required skills and abilities, the City may implement a recruiting process pursuant to Article 18, Filling of Vacancies.

23.3 – Notification

In every case of layoff of any regular or probationary employee, the City shall give the employee at least 30 days' written notice in advance of the effective date as provided for in Section 8.1.

ARTICLE 24 NO STRIKE OR LOCKOUT

24.1 - No Strikes

The Union agrees that during the life of this Agreement it will not sanction, authorize, initiate, aid or encourage any work stoppage, slowdown, "sick-out", refusal to work or strike against the Employer.

24.2 - No Lockouts

The Employer agrees that during the term of this Agreement there will be no lockouts.

24.3 - Violations

Any alleged violation of this Article, whether by the Union or the Employer, shall be submitted to the Alaska Labor Relations Agency as soon as possible.

ARTICLE 25 SEVERABILITY

In the event any term or provision of this Agreement is found to be in violation of law or not to comply with administrative regulations or requirements, or is otherwise unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be interpreted in a manner consistent with the spirit and purpose of this Agreement. In the event a provision is found to be contrary to law or to not comply with administrative regulations or requirements or is otherwise unenforceable, either the City or the Union may demand renegotiation of such unlawful or non-complying provision in a manner which will be lawful or compliant. Any such demand must be made within 60 days from the date on which the provision was held to be contrary to law or non-complying or unenforceable.

ARTICLE 26 DURATION OF AGREEMENT

26.1 - Term of Agreement

Except for the re-openers for Section 16.1 'Wage Classification and Salaries' that shall be effectively in place by January 1, 2020 this Agreement shall be effective from January 1, 2018 through December 31, 2020. Any provision within this Agreement which has a

retroactive effect shall only apply to those employees covered by this Agreement and employed by the City on the date that this Agreement is approved and signed by both the City and the Union. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual written agreement of both parties.

26.2 – Negotiations

Either party desiring to amend, modify, this Agreement must notify the other in writing at least one hundred eighty (180) days prior to December 31, 2019 for the city's Wage re-opener and December 31, 2020 for the entirety of the Agreement. Failure to provide such notice shall cause this Agreement to remain in full force and effect for one (1) additional year, and each year thereafter, as provided in Section 26.1 herein. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice and, until a satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect. However, changes can be made at any time by mutual written agreement and consent.

- A. In the event the expiration date of this Agreement is reached during or prior to the completion of negotiations for a new or modified agreement, this Agreement shall continue in full force and effect until a new agreement is reached, ratified and executed by the parties.
- B. Should negotiations not result in an agreement after negotiations have been in progress for 90 calendar days, the no strike, no lockout provision of the Agreement shall become null and void, unless extended by mutual written agreement.

26.3 - Successor Clause

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment by either party hereto, including any change in ownership or management of either party and any change in the place of location of business of either party.

26.4 - Dispute Resolution

Any dispute involving the commencement date or termination date of this Agreement shall be considered a grievance and submitted to the expedited grievance-arbitration procedure set forth herein unless the parties mutually agree to submit the issue for judicial review.

26.5 – Printing

Upon final consummation and approval of this Agreement, it shall be printed in booklet form. The Union agrees to pay the cost of the printing and furnish a reasonable number

of copies to the City.

26.6 – Ratification

The City and Union Representatives will seek ratification as soon as practicable after the Agreement has been finalized by both parties.

ARTICLE 27 DEFINITION OF TERMS

27.1 - Tense, Number and Gender as used in this Agreement

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- B. Words in the singular number include plural, and words in the plural number include the singular.
- C. Words of any gender include masculine, feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

27.2 – Definitions

For purposes of this Agreement, terms shall be defined to mean:

- A. "Administrative Leave" shall mean authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" shall mean the specific dollar amount paid the employee.
- C. "Anniversary date of hire" shall mean the date at which an employee has completed a service year of 52 weeks of paid service.
- D. "Promotion" shall be the assignment of an employee from one position/classification to another which will provide an increase in salary and which has a higher base rate of pay.
- E. A "regular appointment" shall be an appointment without time limitation, or special restrictions as to continued employment.
- F. A "regular employee" is an individual receiving a regular appointment.
- G. A "permanent employee" is one who has successfully completed probation.
- H. "Member" and "employee" mean a member of the bargaining unit covered by this Agreement unless the context indicates otherwise.

SCHEDULE "A"

Section 1.

Position Classifications	Union	2018 Package rate	Pension	New Health & Welfare	Benchmark wage rate Range C 100%
Administrative Assistant /HR Admin#	1547	\$41.2700	6.75	6.05	\$28.4700
Legal Secretary #	1547	\$46.0309	6.75	6.05	\$33.2309
Deputy City Clerk** #	1547	\$42.9732	6.75	6.05	\$30.1732
Deputy City Clerk I (clerk/typist)	1547	\$41.2700	6.75	6.05	\$28.4700
Property Development Manager	1547	\$54.9119	6.75	6.05	\$42.1119
Engineer IV	1547	\$59.3495	6.75	6.05	\$46.5495
Engineer III	1547	\$59.0998	6.75	6.05	\$46.2998
Engineer II	1547	\$49.9409	6.75	6.05	\$37.1409
Engineer I	1547	\$46.8538	6.75	6.05	\$34.0538
Environmental Manager	1547	\$57.4531	6.75	6.05	\$44.6531
Quality Control officer	1547	\$45.6282	6.75	6.05	\$32.8282
City Engineer	1547	\$63.9256	6.75	6.05	\$51.1256
Public Works Director	1547	\$62.3174	6.75	6.05	\$49.5174
Building official	1547	\$61.3584	6.75	6.05	\$48.5584
Plans Examiner	1547	\$51.1314	6.75	6.05	\$38.3314
Senior Structural Plan Check Engineer	1547	\$59.0998	6.75	6.05	\$46.2998
Code Compliance Inspector	1547	\$49.8613	6.75	6.05	\$37.0613
Combination Building Inspector	1547	\$50.8819	6.75	6.05	\$38.0819
Police Chief*	1547	\$63.2401	-	6.05	\$57.1901
Emergency Dispatch Center Manager	1547	\$57.7819	6.75	6.05	\$44.9819
Fire Chief	1547	\$69.9680	6.75	6.05	\$57.1680
Assistant Fire Chief	1547	\$59.9720	6.75	6.05	\$47.1720
Chief Financial Officer	1547	\$65.9528	6.75	6.05	\$53.1528
Controller	1547	\$59.3366	6.75	6.05	\$46.5366
General Ledger Acc/grants Manager	1547	\$56.5671	6.75	6.05	\$43.7671
Accounting Specialist	1547	\$44.0489	6.75	6.05	\$31.2489
Accounting Specialist - Payroll	1547	\$44.0489	6.75	6.05	\$31.2489
FMATS M.P.O Coordinator	1547	\$67.0411	6.75	6.05	\$54.2411
FMATS Admin Assistant	1547	\$42.2700	5.75	6.05	\$30.4700
FMATS Planner	1547	\$46.8538	6.75	6.05	\$34.0538

*Police Chief does not participate in IBEW pension plan.

**Deputy City Clerk with CMC certification to receive additional \$2.25 per hour on benchmark wage.

Section 2.

After the package rate is set effective January 1, as provided in Section 16.1(A) and after the Union designates allocation to Pension and H&W, employee will be paid at the benchmark Range C unless, based upon merit evaluation of employee experience, knowledge and skills, dedication and performance, the Mayor finds that individual wages be adjusted to the following ranges.

Range A	Range B	Benchmark Range C	Range D	Range E
90%	95%	100%	105%	110%

Range A is meant to be the starting wage for employees whose knowledge, experience or skills are still developing. It is also meant to apply to employees whose knowledge, skills or performance have declined to the minimally acceptable level.

Range B is meant to apply to employees whose knowledge, skills and experience are progressing but have not yet reached the average. It is also meant to apply to employees whose knowledge, skills and performance have slipped below average.

Range D is meant to apply to employees whose knowledge, skills and experience are above average and for employees whose performance is above average.

Range E is meant to apply to employees with extensive knowledge, skills and ability whose performance is superior.

While initial range placement and subsequent range advances to a higher range are at the discretion of the Mayor, employee(s) may not be moved from a higher to a lower Range without just cause subject to the following:

- a. In the event the Mayor has concerns about the adequacy of an employee's work performance which may trigger a decision of a reduction in pay range, the performance issue will first be orally discussed by the employee, the Department Head and the Mayor.
- b. After said meeting, a written "performance improvement plan" identifying the areas needed for improvement will be provided to the employee. Follow up meetings will be held at the request of the employee
- c. 6 calendar months or more shall be allowed to elapse after the issuance of the performance improvement plan before any decision to reduce pay range is made.
- d. Prior to the Mayor's decision to reduce pay, a pre-disciplinary meeting shall be held with the employee, the Department Head, the Mayor and any other persons the employee wishes to attend so that the issues can be discussed.
- e. Prior to the Mayor's decision to reduce pay, the Mayor will inform the Union Business Agent of the decision and provide 30 days' notice before the reduction is made.

- f. Should the employee elect to grieve the matter, he/she shall remain at the prior pay range until the grievance is resolved under the terms of this collective bargaining agreement.

If an employee is involuntarily moved to a lower pay range, that demotion shall not last longer than 1 calendar year. If the Mayor wishes to again reduce the pay range, the above procedure shall be followed.

Section 3.

Classifications marked with # will routinely be entrusted with confidential information placing them in a potential conflict of interest between their roles as City officials and bargaining unit members. In such situations, the employees' duty as a public official will prevent any disclosure of information subject to the provisions of law.

ORDINANCE NO. 6091

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

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

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

SECTION 1. There is hereby appropriated to the 2018 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2018 and ending December 31, 2018 (see pages 2 and 3) [amendments shown in **bold** font; deleted text or amounts in ~~font~~]:

GENERAL FUND

<u>REVENUE</u>	COUNCIL APPROPRIATION	REVIEW PERIOD INCREASE (DECREASE)	AMENDED APPROPRIATION
Taxes, (all sources)	\$ 21,250,982	\$ -	\$ 21,250,982
Charges for Services	5,393,463	-	5,393,463
Intergovernmental Revenues	1,487,129	-	1,487,129
Licenses & Permits	1,711,857	-	1,711,857
Fines, Forfeitures & Penalties	510,000	-	510,000
Interest & Penalties	163,000	-	163,000
Rental & Lease Income	136,234	-	136,234
Other Revenues	322,320	-	322,320
Other Financing Sources	1,755,151	(700,000)	1,055,151
Total revenue appropriation	<u>\$ 32,730,136</u>	<u>\$ (700,000)</u>	<u>\$ 32,030,136</u>
<u>EXPENDITURES</u>			
Mayor and Council	\$ 625,791	\$ 11,200	\$ 636,991
Office of the City Attorney	201,869	5,600	207,469
Office of the City Clerk	359,192	5,600	364,792
Finance Department	929,749	14,200	943,949
Information Technology	2,064,264	-	2,064,264
General Account	4,829,898	-	4,829,898
Police Department	7,032,893	2,400	7,035,293
Dispatch Center	2,376,286	2,400	2,378,686
Fire Department	6,895,094	4,800	6,899,894
Public Works Department	8,276,636	2,400	8,279,036
Engineering Department	725,996	20,200	746,196
Building Department	702,280	10,200	712,480
Total expenditure appropriation	<u>\$ 35,019,948</u>	<u>\$ 79,000</u>	<u>\$ 35,098,948</u>
Estimated general fund balance	\$ 11,824,730	\$ -	\$ 11,824,730
Prior year encumbrance	(351,737)	-	(351,737)
Increase (Decrease) to fund balance	815,829	(679,000)	136,829
Transfer to Other Funds	(2,753,904)	(100,000)	(2,853,904)
12/31/18 unassigned balance	<u>\$ 9,534,918</u>	<u>\$ (779,000)</u>	<u>\$ 8,755,918</u>

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

\$ 7,019,790

CAPITAL FUND

<u>REVENUE</u>	<u>COUNCIL APPROPRIATION</u>	<u>INCREASE (DECREASE)</u>	<u>AMENDED APPROPRIATION</u>
Transfer from Permanent Fund	\$ 601,936	\$ -	\$ 601,936
Transfer from General Fund	2,750,000	700,000	3,450,000
Public Works Department	250,000	-	250,000
Garbage Equipment Reserve	253,480	-	253,480
Building Department	10,000	-	10,000
Engineering Department	-	-	-
Police Department	180,000	-	180,000
Dispatch Department	140,000	-	140,000
Fire Department	328,870	-	328,870
IT Department	102,000	-	102,000
Property Repair & Replacement	145,000	-	145,000
Total revenue appropriation	<u>\$ 4,761,286</u>	<u>\$ 700,000</u>	<u>\$ 5,461,286</u>
 <u>EXPENDITURES</u>			
Public Works Department	\$ 470,538	\$ -	\$ 470,538
Garbage Equipment Reserve	680,000	(680,000)	-
Engineering Department	67,500	-	67,500
Building Department	70,000	-	70,000
Police Department	253,271	-	253,271
Fire Department	142,900	-	142,900
IT Department	193,245	-	193,245
Road Maintenance	573,085	-	573,085
Property Repair & Replacement	782,271	-	782,271
Total expenditure appropriation	<u>\$ 3,232,810</u>	<u>\$ (680,000)</u>	<u>\$ 2,552,810</u>
Estimated capital fund balance	\$ 7,269,745	\$ -	\$ 7,269,745
Prior year encumbrance	(668,689)	-	(668,689)
Increase (Decrease) to fund balance	(563,569)	680,000	116,431
Transfer from other funds	2,760,734	700,000	3,460,734
12/31/18 assigned fund balance	<u>\$ 8,798,221</u>	<u>\$ 1,380,000</u>	<u>\$ 10,178,221</u>

SECTION 2. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2018 and ending December 31, 2018.

SECTION 3. The effective date of this ordinance shall be the 10th day of December 2018.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

FISCAL NOTE
ORDINANCE NO. 6091
AMENDING THE 2018 OPERATING AND CAPITAL BUDGETS
FOR THE FOURTH TIME

General Fund
(\$700,000) Decrease in Revenue
\$79,000 Increase in Expenditures

Revenue– \$700,000 Decrease

1. Tax Revenue
2. Charges For Services
3. Intergovernmental Revenues
4. License and Permits
5. Other Revenue
6. Other Financing Sources
 - (\$100,000) transfer of fund balance to the Capital Fund
 - (\$600,000) transfer to the Capital Fund

Expenditures– \$79,000 Increase

1. Mayor & Council
 - \$1,600 increase in employer IBEW health contribution
 - \$9,600 increase in employer FGU health contribution (excludes Mayor)
2. City Attorney's Office
 - \$800 increase in employer IBEW health contribution
 - \$4,800 increase in employer FGU health contribution
3. City Clerk's Office
 - \$3,200 increase in employer IBEW health contribution
 - \$2,400 increase in employer FGU health contribution
4. Finance Department
 - \$14,200 increase in employer IBEW health contribution
5. Information Technology

6. General Account

7. Police Department

- \$2,400 increase in employer IBEW health contribution

8. Dispatch

- \$2,400 increase in employer IBEW health contribution

9. Fire Department

- \$4,800 increase in employer IBEW health contribution

10. Public Works

- \$2,400 increase in employer IBEW health contribution

11. Engineering

- \$20,200 increase in employer IBEW health contribution

12. Building Department

- \$10,200 increase in employer IBEW health contribution

Capital Fund
\$700,000 Increase in Revenue
(\$680,000) Decrease in Expenditures

REVENUE - \$700,000 Increase

1. Other Financing Sources

- \$100,000 transfer from the General Fund to IT Capital Fund
- \$600,000 transfer from the General Fund

EXPENDITURES – (\$680,000) Decrease

1. Public Works
2. Garbage Equipment Reserve
 - a. (\$680,000) decrease in 2018 garbage equipment purchases. New packer trucks will be purchased in 2019.
3. Engineering Department
4. Police Department
5. Fire Department
6. IT Department
7. Road Maintenance
8. Property Repair & Replacement

ORDINANCE NO. 6092

**AN ORDINANCE ADOPTING THE 2019 OPERATING
AND CAPITAL BUDGETS**

WHEREAS, pursuant to City Charter Section 5.2, on October 16, 2018, Mayor Matherly presented a recommended annual operating and capital budget estimate for 2019; and

WHEREAS, the proposed budget has been reviewed by the City Council, Finance Committee, and Department Directors, and their suggested changes to the Mayor's recommended budget are disclosed in the increase (decrease) columns.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows [amendments shown in **bold** font; deleted text in ~~font~~]:

SECTION 1. There is hereby appropriated to the 2019 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2019 and ending December 31, 2019 (see pages 2 and 3):

GENERAL FUND

REVENUE	MAYOR PROPOSED BUDGET	REVIEW PERIOD INCREASE (DECREASE)	PROPOSED COUNCIL APPROPRIATION
Taxes, (all sources)	\$ 21,706,047	\$ -	\$ 21,706,047
Charges for Services	5,354,402	32,500	5,386,902
Intergovernmental Revenues	1,269,288	50,000	1,319,288
Licenses & Permits	1,671,953	(12,070)	1,659,883
Fines, Forfeitures & Penalties	450,000	100,000	550,000
Interest & Penalties	163,000	52,500	215,500
Rental & Lease Income	157,235	(17,400)	139,835
Other Revenues	221,000	-	221,000
Other Financing Sources	3,549,519	615,000	4,164,519
Total revenue appropriation	<u>\$ 34,542,444</u>	<u>\$ 820,530</u>	<u>\$ 35,362,974</u>
EXPENDITURES			
Mayor Department	\$ 670,438	\$ (38,754)	\$ 631,684
Office of the City Attorney	201,381	(500)	200,881
Office of the City Clerk	359,000	41,754	400,754
Finance Department	884,645	-	884,645
Information Technology	1,997,002	(10,800)	1,986,202
General Account	4,641,050	(34,000)	4,607,050
Police Department	6,921,877	132,735	7,054,612
Dispatch Center	2,362,258	138,217	2,500,475
Fire Department	6,548,961	120,226	6,669,187
Public Works Department	8,183,145	78,547	8,261,692
Engineering Department	754,842	-	754,842
Building Department	690,675	-	690,675
Total expenditure appropriation	<u>\$ 34,215,274</u>	<u>\$ 427,425</u>	<u>\$ 34,642,699</u>
Estimated general fund balance	\$ 8,755,918	\$ -	\$ 8,755,918
Estimated prior year encumbrance	-	-	-
Increase (Decrease) to fund balance	327,170	393,105	720,275
2019 estimated unassigned balance	<u>\$ 9,083,088</u>	<u>\$ 393,105</u>	<u>\$ 9,476,193</u>

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

\$ 6,928,540

CAPITAL FUND

<u>REVENUE</u>	MAYOR PROPOSED BUDGET	INCREASE (DECREASE)	COUNCIL APPROPRIATION
Transfer from Permanent Fund	\$ 609,950	\$ -	\$ 609,950
Transfer from General Fund	1,000,000	(600,000)	400,000
Public Works	250,000	-	250,000
Garbage Equipment Reserve	259,632	-	259,632
Building	10,000	-	10,000
Engineering	-	-	-
Police	180,000	-	180,000
Dispatch	215,000	-	215,000
Fire	330,447	-	330,447
IT	251,000	-	251,000
Property Repair & Replacement	145,000	-	145,000
Total revenue appropriation	<u>\$ 3,251,029</u>	<u>\$ (600,000)</u>	<u>\$ 2,651,029</u>
 <u>EXPENDITURES</u>			
Public Works Department	\$ 1,175,000	\$ -	\$ 1,175,000
Garbage Equipment Reserve	-	680,000	680,000
Dispatch	75,000	-	75,000
Police Department	180,000	-	180,000
Fire Department	695,341	-	695,341
IT Department	251,000	-	251,000
Road Maintenance	683,839	150,000	833,839
Property Repair & Replacement	675,000	(164,000)	511,000
Total expenditure appropriation	<u>\$ 3,735,180</u>	<u>\$ 666,000</u>	<u>\$ 4,401,180</u>
Estimated capital fund balance	\$ 10,178,221	\$ -	\$ 10,178,221
Increase (Decrease) to fund balance	(484,151)	(1,266,000)	(1,750,151)
2019 estimated assigned fund balance	<u>\$ 9,694,070</u>	<u>\$ (1,266,000)</u>	<u>\$ 8,428,070</u>

SECTION 2. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2019 and ending December 31, 2019.

SECTION 3. The effective date of this ordinance shall be the 10th day of December 2018.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 6093

**AN ORDINANCE AMENDING FGC CHAPTER 1 BY ADDING SECTIONS
1-21 through 1-28 ADDRESSING EQUAL RIGHTS**

WHEREAS, discrimination based on race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity, gender expression, or national origin poses a threat to the health, safety, and general welfare of the citizens of the City of Fairbanks; and

WHEREAS, to help eliminate such discrimination, the City adopts the following ordinance that creates a private right of action for persons who are the victim of discrimination.

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

Section 1. FGC Chapter 1, General Provisions, is amended by adding Sections 1-21 through 1-28.

FGC Sec. 1-21. Policy.

It is the policy of the City of Fairbanks to eliminate unlawful discrimination based on race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity, gender expression, or national origin. Such discrimination poses a threat to the health, safety and general welfare of the citizens of the City of Fairbanks. The terms "race, color, age, religion, sex, familial status, disability, sexual orientation, gender identify, gender expression, or national origin," rather than being repeated throughout the following sections, will be referred to by the shortened "race, color, age, etc."

FGC Sec. 1-22. Discrimination in employment.

(a) It shall be a prohibited discriminatory employment practice:

- (1) For an employer to fail or refuse to hire, to discharge, bar from employment, or otherwise to discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment because of race, color, age, etc.;
- (2) For a labor organization to exclude or expel from membership, or otherwise to discriminate against any applicant or member, because of race, color, age, etc. of any applicant or member;
- (3) For an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against any individual because of race, color, age, etc. of said individual;
- (4) For an employer, labor organization, or employment agency to print or circulate or cause to be printed or circulated any statement, advertisement,

or publication, or to make any inquiry in connection with prospective employment, which expresses directly or indirectly a preference, limitation, specification, or discrimination because of race, color, age, etc., unless based upon a bona fide occupational qualification;

- (5) For an academic, professional or vocational school to exclude or expel from enrollment, or otherwise to discriminate against any applicant or student, because of the student's race, color, age, etc.;
- (6) For an academic, professional or vocational school to print or circulate or cause to be printed or circulated, a statement, advertisement or publication, or to use any form of application for admission to said school, or to make any inquiry in connection with prospective enrollment in said school, which expresses directly or indirectly a preference, limitation, specification, or discrimination because of race, color, age, etc.;

(b) Nothing in this chapter shall be interpreted to require an employer, employment agency, labor organization, or joint labor-management committee subject to this ordinance to grant or accord preferential treatment to an individual or group because of the race, color, religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin of such individual or group because of an imbalance that may exist with respect to the total number or percentage of persons of any race, color, religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin employed by an employer, referred or classified for employment by an employment agency or labor organization, admitted to membership or classified by a labor organization, or admitted to or employed in an apprenticeship or other training program compared with the total number or percentage of persons of such race, color, religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin in this community or in the available work force in this community.

FGC Sec. 1-23. Discrimination in the provision of housing or realty.

(a) It shall be a prohibited housing or realty practice:

- (1) For a person, including a banking, money lending, credit securing, or other financial institution, or an officer, agent, or employee thereof, to discriminate against an individual because of race, color, age, etc., with respect to the granting or withholding of credit or financial assistance, or modifying of rates, terms, conditions, privileges, or other provisions of credit or financial assistance, in connection with the transfer or prospective transfer of any interest whatsoever in realty, or in connection with the construction, repair, improvement, or rehabilitation of realty;
- (2) For a real estate broker, salesperson, or agent, or an employee thereof, or any other person seeking financial gain thereby, directly or indirectly to induce or solicit, or attempt to induce or solicit, the transfer of any interest whatsoever in realty, by making or distributing, or causing to be made or distributed, a statement or representation concerning the entry or prospective

- entry into the neighborhood of a person or persons of a particular race, color, age, etc.;
- (3) For a person to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate the sale or rental of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, etc.;
 - (4) For a person to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, age, etc.;
 - (5) For a person to make, print, or publish, or cause to be made, printed, or published a notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, age, etc., or an intention to make any such preference, limitation, or discrimination;
 - (6) For a person to represent to another person because of race, color, age, etc. that a dwelling is not available for inspection, sale, or rental when such dwelling is, in fact, available for such purpose; and
 - (7) For a person to deny another person access to or membership or participation in a multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against another person in the terms or conditions of such access, membership or participation on account of race, color, age, etc.

(b) For purposes of this section, with respect to persons with disabilities, the term prohibited discriminatory practices includes:

- (1) Refusal to permit, at the expense of a person with a disability, or another person on behalf of a person with a disability, reasonable modification of existing premises occupied by or to be occupied by the person with disabilities if the modification may be necessary or desirable to afford the person with a disability full enjoyment of the premises, except that, in the case of a rental unit the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; and
- (2) A refusal to make reasonable accommodations in rules, policies, practices, or services, when accommodation may be necessary to afford the person an equal opportunity to use and enjoy a dwelling.

FGC Sec. 1-24. Discrimination in public accommodations.

(a) It shall be a prohibited discriminatory public accommodation practice for any person, including any owner, lessee, manager, proprietor, custodian, agent, or employee of a place of public accommodation to discriminate against any individual because of race, color, age, etc., with respect to the terms, conditions, and privileges of access to or with respect to the uses, services, and enjoyment of a place of public

accommodation.

(b) It shall be a prohibited discriminatory public accommodation practice for any person to publish, circulate, issue, display, post, or mail a written or printed communication, notice, or advertisement that states or implies:

- (1) that any of the services, goods, facilities, advantages, or privileges of the public accommodation will be refused, withheld from, or denied to a person of a certain race, color, age, etc.; or
- (2) that the patronage of a person belonging to a particular race, color, age, etc. is unwelcome, or not desired or solicited.

(c) Notwithstanding (a) or (b) of this section, a physical fitness facility may limit public accommodation to a single gender to protect the privacy interests of its users. Public accommodation may be limited under this subsection only to those rooms in the facility that are primarily used for weight loss, aerobic, and other exercises, or for resistance weight training. Public accommodation may not be limited under this subsection to rooms in the facility primarily used for other purposes, including conference rooms, dining rooms, and premises licensed under AS 04.11. This subsection does not apply to swimming pools or golf courses.

FGC Sec. 1-25. Lawful practices.

(a) Nothing in this chapter shall be construed to preempt federal law with respect to a federally recognized Tribe granting preference in employment or housing to Tribal members.

(b) The provisions of Sec. 1-23 shall not apply to rental of a room or rooms in a dwelling unit actually occupied by the owner or lessee as the owner's or lessee's residence, or actually occupied by a member of the owner's or lessee's immediate family as the family member's residence. For purposes of this section, "immediate family member" means the owner's or lessee's spouse, minor child, dependent, or a regular member of the owner's or lessee's household, provided that the owner or lessee rents not more than three rooms within the residence.

(c) The provisions of Sec. 1-23 and this Section regarding age and familial status shall not apply with respect to housing for older persons.

(d) Nothing in this charter prohibits a religious organization, association, or society, or a nonprofit institution or organization operated, supervised, or controlled by a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such a person. Neither shall anything in this chapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for club purposes and not for profit, from limiting the rental or occupancy of such lodgings to its

members or from giving preference to its members.

(e) This chapter shall not apply with respect to the employment of individuals whose positions would fall within the "ministerial exemption" as described by the United States Supreme Court in *Hosanna-Tabor Evangelical Lutheran Church and School v. EEOC*, 565 U.S. 171 (2012).

(f) Notwithstanding the prohibition against employment discrimination based on familial status under FGC Sec. 50-469:

- (1) an employer may provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees;
- (2) a labor organization may negotiate greater health and retirement benefits for employees of an employer who have a spouse or dependent children than are provided to other employees of the employer.

(g) Nothing in this chapter shall prohibit the establishment of a same-sex shelter or residential facility for the care and lodging of persons in need of special medical, rehabilitative, social, or psychological support, including, but not limited to: emergency shelters for victims of domestic violence and sexual assault; half-way houses; drug treatment centers; detoxification facilities; and shelters for the homeless, provided that such establishment does not discriminate based on race, color, age, etc.

(h) It shall not be an unlawful practice for any financial institution or other commercial institution extending credit from engaging in any practice permitted by federal statute.

FGC Sec. 1-26. Unlawful intimidation or retaliation.

It shall be a prohibited discriminatory practice for a person, directly or indirectly, to discriminate, coerce, intimidate, threaten, interfere with, or retaliate against a person because the person has:

- (1) opposed any practice made unlawful by this chapter; or
- (2) exercised the person's rights or encouraged another to exercise their rights under this chapter.

FGC Sec. 1-27. Cause of action.

(a) A person aggrieved by a discriminatory practice prohibited under this chapter may, within 365 days of any violation of this chapter, petition in court to enjoin a violation of this chapter or seek remedy for a violation.

(b) Remedy may include such relief as the court deems just and proper, and may include one or more of the following:

- (1) requiring training concerning discriminatory practices;
- (2) an accommodation for a person with a disability;
- (3) removal of, or changes to, a personnel record;
- (4) posting of signs;
- (5) back pay;
- (6) the hiring, reinstatement, or upgrading of an employee with or without back pay;
- (7) the payment of front pay for a period of not more than one year if hiring, reinstatement, or upgrading of an employee is inappropriate because a vacancy does not exist, the employer's discriminatory practice rendered the employee incapable of returning to work, or the relationship between the employer and employee has so deteriorated as to make working conditions intolerable;
- (8) restoration of membership in a labor organization;
- (9) admission to or participation in an apprenticeship training program, on-the-job training program, or other retraining program;
- (10) restoration of seniority;
- (11) the sale, lease, or rental of the housing accommodation to the aggrieved person if it is still available, or the sale, lease, or rental of a like accommodation owned by the respondent if one is still available, or the sale, lease, or rental of the next vacancy in a like accommodation, owned by the respondent; and
- (12) actual damages incurred as a result of the unlawful practice or violation.

(c) An order for back pay or front pay under (b)(5)-(7) of this section must be reduced by the amount the employee could have earned or could earn by making reasonably diligent efforts to obtain similar employment.

FGC Sec. 1-28. Definitions.

For purposes of this chapter:

Disability means, with respect to a person:

- (1) a physical or mental impairment which substantially limits one or more of a person's major life activities;
- (2) a record of having such impairment; or
- (3) being regarded as having such an impairment. "Disability" does not include current, illegal use of or addiction to a controlled substance in violation of applicable state law.
- (4) However, a person may be considered to be disabled if that person:
 - (A) has successfully completed a supervised drug rehabilitation program, and
 - (i) is no longer engaging in the illegal use of a controlled substance;
 - (ii) is not currently addicted to a controlled substance; or

- (iii) has otherwise been rehabilitated successfully and is no longer engaging in use of a controlled substance and is not currently addicted;
- (B) is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or
- (C) Is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.

Employer includes any person who employs 15 or more persons exclusive of that person's parents, spouse, or children.

Employment agency includes any person undertaking for compensation to procure opportunities to work or to procure, recruit, refer, or place employees.

Familial status means marital status, changes in marital status, pregnancy, or parenthood.

Financial institution means bank, banking organization, mortgage company, insurance company, investment company, or other lender to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, maintenance, or improvement of real property, or an individual employed by or acting on behalf of or as agent of any of these.

Gender identity means a person's gender-related self-identity appearance, expression, or behavior, regardless of the person's assigned sex at birth. A person's gender identity may be shown by evidence of medical history, care or treatment of the gender identity, consistent and uniform assertion of the gender identity, or other evidence that the gender identity is sincerely held, core to a person's gender-related self-identity, and not being asserted for an improper purpose.

Gender expression means the external appearance of one's gender identity, usually expressed through behavior, clothing, haircut, or voice, and which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.

Housing for older persons means housing:

- (1) provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development has determined is specifically designed and operated to assist elderly persons;
- (2) intended for, and solely occupied by, persons 55 years of age or older; or
- (3) intended and operated for occupancy by at least one person 55 years of age or older per unit.

Individual means one or more individuals.

Labor organization includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.

National origin includes ancestry.

Person includes one or more individuals, partnerships, associations, unincorporated organizations, corporations, mutual companies, joint-stock companies, legal representatives, trusts, trustees, trustees in bankruptcy, and receivers.

Place of public accommodation means all places or businesses offering or holding out to the general public services or facilities for the comfort, health and safety of the general public, including public places providing food, shelter, recreation, and amusement.

Race, color, age, etc. when used includes the terms: race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity, gender expression, and national origin.

Sexual orientation means actual or perceived heterosexuality, homosexuality, bisexuality, or asexuality.

Section 2. That the effective date of this Ordinance is December ____, 2018.

JIM MATHERLY, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney



HOTEL/MOTEL DISCRETIONARY FUND COMMITTEE
MEETING MINUTES, AUGUST 24, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Hotel-Motel Discretionary Fund Committee convened at 12:02 p.m. on the above date to conduct a meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Council Member June Rogers (Seat F) presiding and with the following members in attendance:

Members Present: Kathryn Fitzgerald, Seat A
Ron Woolf, Seat B
John Kohler Jr, Seat D
Jim Soileau, Seat E

Absent: John Nobles, Seat C

Also Present: D. Danyielle Snider, City Clerk
Margarita Bell, City Controller

APPROVAL OF MEETING MINUTES

a) Meeting Minutes of January 10, 2018 and May 23, 2018

Chair Rogers clarified that the January meeting minutes were not accepted by City Council because she requested that they be sent back for revision. She stated that the revised version is now in front of the Committee.

Mr. Kohler, seconded by **Mr. Woolf** moved to APPROVE the Meeting Minutes of January 10 and May 23, 2018.

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

Chair Rogers introduced new member, Jim Soileau.

NEW BUSINESS

a) 2018 Application, Final Draft

Ms. Bell explained the changes that came about at the last Committee meeting. The group began discussing the final application.

Mr. Woolf suggested a change to the second guideline in the Application Guide so that City staff will not have to review each copy of every application.

Mr. Soileau, seconded by **Ms. Fitzgerald**, moved to AMEND the Application by rewriting the second guideline on the Application Guide to read, "City staff will review all application for completeness. Original applications that are not completed in full will not be considered for funding."

Chair Rogers took a voice vote on the motion to AMEND the second guideline to read as written above. The motion PASSED unanimously.

Ms. Fitzgerald expressed concern that applicants may be confused by the timeline of the final guideline which states that an expenditures/accomplishments report must be provided by October 31, 2018.

Mr. Woolf, seconded by **Mr. Soileau**, moved to AMEND the Application by rewriting the final guideline on the Application Guide to read, "All successful applicants awarded Hotel-Motel Discretionary Funds are required to provide a report of expenditures with supporting documents (Discretionary Fund Grant Annual Report) to the Chief Financial Officer by October 31 in the year of award."

Chair Rogers took a voice vote on the motion to AMEND the final guideline to read as written above. The motion PASSED unanimously.

Mr. Soileau, seconded by **Mr. Kohler**, moved to AMEND the Application by striking "2018" from the fourth bullet under the overview section of the Application Guide.

Chair Rogers took a voice vote on the motion to AMEND the fourth bullet under the overview section. The motion PASSED unanimously.

Members discussed the restriction that grant recipients must spend grant funds in the year of award. **Ms. Fitzgerald** raised a concern that a recipient may expect that the grant covers expenditures made prior to the official award by the City Council in January. **Ms. Bell** stated that the Chief Financial Officer may make such an allowance. **Clerk Snider** stated the simplest way to take care of the issue may be to make the effective date of the City Council Resolution January 1. Members concurred with the recommendation.

Ms. Fitzgerald, seconded by **Mr. Woolf**, moved to AMEND page 1 of the Application by adding the word "original" at the beginning of the second line.

Chair Rogers took a voice vote on the motion to AMEND the second line of page 1 of the Application. The motion PASSED unanimously.

Mr. Soileau, seconded by **Mr. Woolf**, moved to AMEND page 1 of the Application by striking "2019" at the end of the third paragraph.

Chair Rogers took a voice vote on the motion to AMEND page 1 of the Application by striking "2019." The motion PASSED unanimously.

Chair Rogers raised the issue of keeping all the applications in a binder. She stated that the Committee could require that all application submittals be three-hole punched. Members discussed the issue and indicated that they do not see a need to require applicants to three-hole punch their applications before submittal.

Mr. Kohler, seconded by **Ms. Fitzgerald**, moved to APPROVE the 2018 Application, as amended by the Committee.

Chair Rogers took a voice vote on the motion to APPROVE the final 2018 Application, as amended. The motion PASSED unanimously.

NEXT MEETING

The Committee agreed to hold their next meeting on Monday, November 19, 2018 at 12:00 p.m.

Clerk Snider stated that the City will go live with a new website on September 5. She demonstrated to members where to find the Hotel/Motel Discretionary Fund page on the new site.

Chair Rogers mentioned the new logo and the circle that was added to it per a suggestion by a public member. She asked Committee members what they think about the addition of the circle to make it balance more with the City Seal which is also circular.

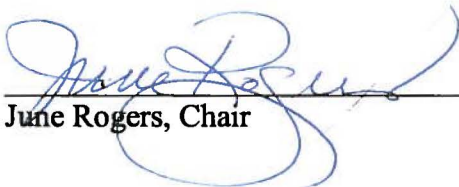
Mr. Soileau, seconded by **Mr. Kohler**, moved to APPROVE the new logo with the circle.

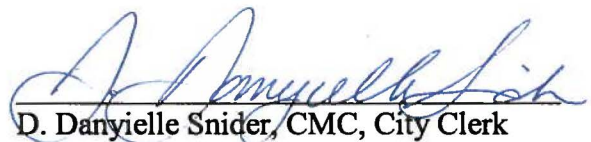
Chair Rogers took a voice vote on the motion to APPROVE the new logo with the circle. The motion PASSED unanimously.

ADJOURNMENT

Ms. Fitzgerald, seconded by **Mr. Kohler**, moved to ADJOURN the meeting.

Chair Rogers called for objection and, hearing none, declared the meeting ADJOURNED at 1:10 p.m.


June Rogers, Chair


D. Danyielle Snider, CMC, City Clerk

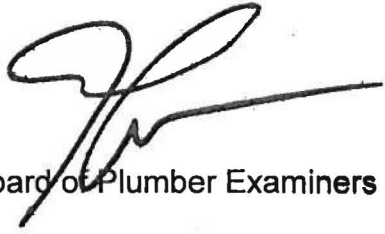
Transcribed by: DS

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor
Subj: Request for Concurrence – Board of Plumber Examiners
Date: November 28, 2018



Mike Desmond, currently serving in Seat A on the Board of Plumber Examiners, has submitted his resignation from the Board, effective December 31, 2018. The current term does not expire until June 30, 2020.

Mr. Jason Roe has applied to serve on the Board and meets the required qualifications. I hereby request your concurrence to the following **appointment**:

Mr. Jason Roe Seat B Term to Expire: June 30, 2020

Mr. Roe's application is attached.


Thank you.

dds/



BOARD OF PLUMBER EXAMINERS

BOARD DETAILS



OVERVIEW

SIZE 6 Seats

TERM LENGTH 3 Years

TERM LIMIT N/A

The Board of Plumber Examiners is empowered to perform the duties as prescribed in Sections 2-306 through 2-309, as well as Sections 14-291 through 14-301 of the Fairbanks General Code (FGC).



DETAILS

BOARD/COMMISSION CHARACTERISTICS

The Board of Plumber Examiners shall consist of five members, at least three members of the board shall be residents of the City, each member shall serve a three-year term. The members shall be appointed by the Mayor, subject to confirmation by the City Council. The chairman shall be elected by the Board of Examiners subject to approval by the City Council, and shall serve in this capacity for one year. The City Building Official shall be a non-voting, ex officio member of the board and shall act as secretary.

MEETINGS

The Board of Plumber Examiners shall meet at least once each quarter and all meetings shall be open to the public. The chairman in his discretion is authorized to call special meetings, or a majority of the members may require a special meeting to be called. A majority of the board shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary to carry any question. Permanent records, or minutes, shall be kept. The minutes shall promptly be filed in the Office of the City Clerk and shall be open to inspection by any person.

[Meeting Minutes](#)

ENACTING LEGISLATION

FGC 2-306 through 2-309

ENACTING LEGISLATION WEBSITE

<http://bit.ly/2Csgr3v>

JOINT COMMISSION DETAILS

N/A

EMAIL THE COMMISSION MEMBERS

boardofplumberexaminers@fairbanks.us

Profile

Jason

First Name

Roe

Last Name

Email Address

Street Address

Suite or Apt

Fairbanks

City

AK

State

99701

Postal Code

Mailing Address

City Resident

What district do you live in?

Home:

Primary Phone

Home:

Alternate Phone

SCOTTIE'S PLUMBING

Employer

Mechanical Administrator

Job Title

Which Boards would you like to apply for?

Board of Plumber Examiners

Interests & Experiences

Why are you interested in serving on a board or commission? What life experience can you contribute to the benefit of the board or commission?

I love Fairbanks and I enjoy my chosen trade. Service on the examiner's board offers the opportunity to combine those two things in a constructive way. My biggest contribution if appointed would be good-natured common sense.

Brief Personal Biography (or attach resume):

I relocated to Fairbanks to join Alaska Geothermal / Scottie's Plumbing full-time in late 2013 as Mechanical Administrator. I'm a City of Fairbanks Master Plumber and a city resident with many years of civic volunteer experience. Past affiliations include: Appointment to the City of Boonville, MO Fire Department Board. Past President, Boonville, MO Kiwanis Club. Appointment to the Colorado Region 9 Workforce Development Board. Appointment to the La Plata County Fairgrounds Commission. Appointment to the Colorado Rural Workforce Consortium. Election to the Animas Fire Protection District Board.

Upload a Resume

Professional Licenses/Training:

City of Fairbanks, Master Plumber