



FAIRBANKS CITY COUNCIL
AGENDA NO. 2019-06
REGULAR MEETING MARCH 25, 2019
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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

REGULAR MEETING
6:30 p.m.

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

Approval of Consent Agenda passes all routine items indicated by an asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda.
7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
 - *a) Regular Meeting Minutes of October 8, 2018

8. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following Liquor License Applications for Renewal. Public Testimony will be taken and limited to three minutes.

Lic. #	DBA	License Type	Licensee	Premises Address
4547	No DBA	Beverage Dispensary	North Star Dining, LLC	No Premises
4504	Gold Rush Deli	Beverage Dispensary	Upriver, Inc.	3399 Peger Road, #C
4845	Brewsters	Beverage Dispensary	Restaurant Concepts, LLC	354 Old Steese Highway
3965	K & L Beverage Company	Wholesale – General	K & L Beverage Company, LLC	945 Elizabeth Street

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6097 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association. Introduced by Mayor Matherly. **SECOND READING AND PUBLIC HEARING.**

12. NEW BUSINESS

- *a) Resolution No. 4870 – A Resolution Requesting the State Legislature to Support Alaska Pioneer Homes, Educational Funding, and the University of Alaska in Its FY2020 Budget. Introduced by Mayor Matherly and Council Members Therrien, Kun, Rogers, and Pruhs.
- *b) Resolution No. 4871 – A Resolution Approving a Four-Year Extension of the Lease with the Yukon Quest International, Ltd., for Lots 1 and 2, Block 4, Fairbanks Townsite. Introduced by Mayor Matherly.
- *c) Resolution No. 4872 – A Resolution Clarifying the Contract Award for an Aerial Platform Fire Apparatus. Introduced by Mayor Matherly.

- *d) Resolution No. 4873 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Municipal League Ballistic Vest Reimbursement Program. Introduced by Mayor Matherly.
- *e) Ordinance No. 6098 – An Ordinance Amending the 2019 Operating and Capital Budgets for the First Time. Introduced by Mayor Matherly.
- *f) Ordinance No. 6099 – An Ordinance Amending the 2015 City of Fairbanks Administrative Code, Table 3-A Building Permit Fees, to Add Fees for Review of Fire Plans, Exterior Accessibility, and Change in Occupancy. Introduced by Mayor Matherly.
- *g) Ordinance No. 6100 – An Ordinance Amending the Additional Responsibilities of the Chena Riverfront Commission to Match the Amendments Made by the Borough Assembly. Introduced by Mayor Matherly.
- *h) Ordinance No. 6101 – An Ordinance Amending FGC Sec. 14-213, Restrictions on Marijuana Establishments, to Allow Onsite Consumption in Accordance with State Law. Introduced by Council Member Kun.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Board of Plumber Examiner Meeting Minutes of December 18, 2018
- *b) Fairbanks Diversity Council Meeting Minutes of February 12, 2019
- *c) Memorandum Regarding Procedures for Citizens' Comments

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

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

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, OCTOBER 8, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date, following a Work Session on Proposed Changes to the Permanent Fund Investment Policy, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following Council Members in attendance:

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

Absent: None

Also Present: Paul Ewers, City Attorney
D. Danyielle Snider, City Clerk
Jeff Jacobson, Public Works Director
Mike Meeks, Chief of Staff
Carmen Randle, Chief Financial Officer
Angela Foster-Snow, HR Director
Eric Jewkes, Police Chief
Jeff Whipple, Engineer II
Jim Styers, Fire Chief
Christina Rowlett, Risk Manager/Purchasing Agent
Patricia Manuel, HR Administrative Assistant
Andrew Ackerman, Environmental Manager

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

INVOCATION

The Invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

Mayor Matherly asked Ms. **Huntington** to lead the Flag Salutation.

CITIZENS' COMMENTS

Brenae Baker, 2392 Olivia Lane, Fairbanks – Ms. Baker stated she is in attendance to support the Hrrrl Scouts and their disgust of the meme posted on social media by Mayor Matherly. She stated that making fun of sexual assault is not funny and should not be considered acceptable. She stated the Hrrrl Scouts have been bombarded with hateful comments on their Facebook post disapproving

of the Mayor's meme post. Ms. Baker stated she expects Mayor Matherly to issue a real apology, and she also expects the City of Fairbanks to not accept making fun of sexual assault victims.

Rose O'Hara-Jolly, 7934 Kittiwake Drive, Fairbanks – Ms. O'Hara-Jolly expressed her disappointment and disgust at Mayor Matherly's meme post on Facebook. She stated rape is a grossly underreported crime, and making fun of it is unacceptable. She stated having the City Mayor mock a sexual assault proves to people who are afraid to come forward and report a crime that they have a right to fear reporting. Ms. O'Hara-Jolly stated Alaska has the highest rate of sexual assault in the nation, and she is disappointed that she has to address such a concern on Indigenous Peoples' Day. She stated she is dumbstruck that the Mayor would make fun of someone who had come forward to report a sexual crime.

Terry Boren, 3266 Bluebird Avenue, Fairbanks – Ms. Boren stated she has lived in the Fairbanks North Star Borough for 30 years. She stated that she was sexually assaulted as a child. She stated it is wrong that when a woman makes an accusation, she gets made fun of. Ms. Boren asked if the Mayor would address or ignore the issue. She stated that the Mayor blaming his girlfriend for the post is not acceptable and that he should write an apology for his actions.

Heather Willison, 2655 W. 19th Avenue, Fairbanks – Ms. Willison stated she is in attendance to speak to the consequences of people's actions. She stated she runs a suicide prevention program and that violence and threats are not acceptable forms of communication. She stated the backlash following Mayor Matherly's actions are not acceptable, and people should not be making death threats on social media. She stated that asking for respect while making death threats is counterproductive. She stated everyone should be respectful to others in the community.

Jenn Oden, 111 Concordia Drive, Fairbanks – Ms. Oden spoke in support of Mayor Matherly and stated that he has served the community with grace. She stated the Mayor's social media page is full of community events, support for police officers and firefighters, and information about fundraisers. Speaking to a post that was directed at Mayor Matherly, Ms. Oden stated that activism is a good thing, but threatening people is not activism,. She stated that Mayor Matherly is kind and has served with consistency and integrity; she stated the community should come together and not bully each other.

Lauren Hatty, 4383 Dartmouth Drive, Fairbanks – Ms. Hatty stated she has met the Mayor before, and he has referred to her as "sweetie". She stated that it quietly disrespected her. She stated that men in positions of power should be held to a higher standard and that it is vital that Mayor Matherly accept responsibility for the post.

Shawn Williams, 201 Steelhead Road, Fairbanks – Mr. Williams stated that he has lived in Alaska for 38 years and has known Mayor Matherly for 20 of those years. He stated the political climate is very hot no matter where you fall on political ideologies. He stated that no one is perfect, not even the Mayor. Mr. Williams stated the Mayor made a mistake and has apologized for it. He expressed hope that the community could move forward productively.

Satya Pearl, 3617 Main Street, Ester – Ms. Pearl stated that her safety and the safety of the community feels threatened. She spoke about her own personal experiences involving sexual violence and about how the Mayor's meme post made her feel unsafe. She stated she took the post

personally, and she asked the Mayor how he could make jokes out of her pain. She asked Mayor Matherly to make it right because the community is counting on him to do so.

Alyssa Quintyne, 1805 Jack Street, Fairbanks – Ms. Quintyne stated that she is a survivor of sexual assault and spoke to the difference between being kind and being complacent. She stated Mayor Matherly needs to apologize for posting the meme, and he should not blame someone else for posting it under his account. She stated that when she hears and sees comments that “Matherly is a good guy” she hears “Kavanaugh is a good guy”. Ms. Quintyne provided an example of an apology looks like and stated that everyone should be accountable for their actions.

Jeff Whipple, 441 Keeling Road, North Pole – Mr. Whipple stated he is in attendance to find out the status of the IBEW labor negotiations with the City. He stated the union says it is waiting on the City’s response, and the City’s negotiation team says it is awaiting the union’s response. He stated the Firefighters Union contract was ratified with an 80/20 insurance split, and asked why the IBEW is not being given the same kind of offer. He referred to the section of the Fairbanks General Code that speaks to treating all union and non-union workers the same.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney stated he hopes the police will show the video footage of the Cody Eyre shooting; he stated the family needs to be included in the viewing. He spoke to the need for the Police Department to use non-lethal weapons. He spoke to the damage that sexual abuse can do to a person, and he spoke about racial discrimination in the jury pool.

Jessica Girard, 1080 Chad Street, Fairbanks – Ms. Girard thanked the State of Alaska for acknowledging Indigenous Peoples’ Day. She stated she is an Air Force veteran, and she spoke to the small amount of convictions that result from sexual assault cases in the armed forces. She stated that Mayor Matherly has decided to be part of the problem rather than being a part of the solution. She asked the City to recognize Indigenous Peoples’ Day and asked that the City implement policies regarding sexual abuse.

Helen Clark, 820 Andi Renee Lane, Fairbanks – Ms. Clark stated she is the Executive Director of Federal Programs for the Fairbanks North Star Borough School District (FNSBSD). She spoke to the role of social service managers and to the importance of their involvement in the lives of students.

Kate LaPlaunt, 1220 Spring Glade Road, Fairbanks – Ms. LaPlaunt stated she is the Assistant Superintendent for the FNSBSD. She spoke to the ALICE Program that has been implemented in schools and to how it is increasing security for students. She spoke to upcoming events to help educate anyone interested in learning more about the ALICE Program.

Andrea Costales, 201 Steelhead Road, Fairbanks – Ms. Costales stated she is in attendance to support Mayor Matherly because she has known him in a personal capacity for many years. She stated Mayor Matherly is good to his core, and she knows he would not intentionally make fun of victims of sexual assault.

Alex Thornton, 1894 Perkins Drive, Fairbanks – Mr. Thornton stated he is in attendance to discuss accountability in Fairbanks and spoke to the lessons he has learned over time. He spoke about the importance of meaningful change and stated that he understands the anger brewing over the meme

post. Mr. Thornton stated he is a survivor of police brutality and shared his concern with the Fairbanks Police Department (FPD) being part of a reality TV show. He stated that Chief Jewkes does not believe in FOIA requests and shared concerns about accountability.

MaCherie Dunbar, 2570 Linda Lane, Fairbanks – Ms. Dunbar stated she is a disabled combat veteran and spoke against the posting of the meme. She asked for a real apology from the Mayor and spoke against sexual assault of women. She spoke against the President’s attitude toward women and spoke to the need for a change in education to reflect the changing times.

Victoria Dowling, 124 5th Avenue, Fairbanks – Ms. Dowling stated she is in attendance to support Mayor Matherly. She stated the Mayor has been very helpful and responsive to her concerns. She spoke to the importance of “innocent until proven guilty” and asked people to stop being hateful.

Andrew Langguth, 1005 Breanne, Fairbanks – Mr. Langguth stated he is in attendance to support women. He stated the meme that the Mayor posted was not funny, and he requested a real apology.

Jean Eyre, 528 Marshall Drive, Fairbanks – Ms. Eyre stated she is the mother of the boy who was killed by police on Christmas Eve. She spoke against the Police Department being involved in a reality TV show. She stated she has not been given any updates from FPD or the Alaska State Troopers (AST) in regard to the death of her son. She stated that she should not be presented with an edited version of the video footage of the events that occurred.

Rina Kowalski, 4022 Birch Lane, Fairbanks – Ms. Kowalski stated Mayor Matherly should not mock victims of sexual assault and demanded that he do better, own up to his actions, and apologize. She spoke to the importance of women being empowered and strong, and she stated that the meme post made people feel powerless. She provided her phone number and invited anyone who would like to get together and fight for change to contact her.

Hearing no more requests for comment, **Mayor Matherly** declared Citizens’ Comments closed.

Mayor Matherly stated he needed to make an apology to everyone in the room for the meme that was posted on Facebook. He thanked all those who attended the meeting and shared their stories. He stated that speaking with survivors of sexual assault has caused him to give true thought to the hurtful words that he posted. **Mayor Matherly** stated he has looked inward at his behavior in order to change himself which is why he dropped off social media. He acknowledged hurting people’s feelings and stated it was not his intent to hurt anyone. He shared his hope that he could be forgiven because he is sincerely sorry for his actions.

Mayor Matherly called for a five minute recess.

APPROVAL OF AGENDA AND CONSENT AGENDA

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

Ms. Therrien pulled the “Approval of the 2019 City Council Meeting Schedule” from the Consent Agenda.

Mr. Pruhs pulled Ordinance No. 6086 from the Consent Agenda.

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

City Clerk Snider read the Consent Agenda, as Amended, into the record.

APPROVAL OF PREVIOUS MINUTES

- a) Regular Meeting Minutes of June 25, 2019.

APPROVED on the CONSENT AGENDA.

- b) Special Meeting Minutes of August 27, 2019.

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

- a) The Fairbanks City Council heard interested citizens concerned with the following Liquor License Application for Transfer of Ownership:

Type: Beverage Dispensary, License #4232
DBA: The Spur
Applicant: JNJ, Inc.
537 Gaffney Road, Fairbanks
From: The Spur (Kodiak Jack's) / JSR, Inc.
537 Gaffney Road, Fairbanks

Mr. Pruhs, seconded by **Ms. Huntington**, moved to WAIVE PROTEST on the Liquor License Application for Transfer of Ownership.

Mayor Matherly called for Public Testimony and, hearing none, declared Public Testimony closed.

Ms. Therrien asked Police Chief Jewkes to speak to the call report provided in the packet. She asked why there was such a high call volume for the property. Chief Jewkes stated that he has spoken with his officers and that there have not been major problems. He stated that there has been increased diligence by the new ownership in reporting to FPD.

Ms. Huntington stated that at one point Fort Wainwright soldiers were banned from being allowed at the bar and asked if that ban had been lifted. Chief Jewkes reported the ban had been lifted.

Mr. Bagwill asked Chief Jewkes if he knew the business's hours of operation; Chief Jewkes stated he did not know their business hours. Chief Jewkes reported that Deputy Chief Welborn went over the call report, and many of the calls were a result of increased reporting by the new owners.

Mayor Matherly stated when he did his ride along with FPD they did bar checks where they just did a quick walk through of the premises.

Ms. Rogers asked if the new owners may be being aggressive in order to mitigate future calls; Chief Jewkes replied that that is the goal.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATION FOR TRANSFER OF OWNERSHIP AS FOLLOWS:

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

b) The Fairbanks City Council heard interested citizens concerned with the following Liquor License Application for Transfer of Ownership:

Type: Beverage Dispensary, License #3969

DBA: Tony's Sports Bar

Applicant: JNJ, Inc.
537 Gaffney Road, Suite 1, Fairbanks

From: Tony's Sports Bar (BoomTown Grill & Bar) / JSR, Inc.
537 Gaffney Road, Suite 1, Fairbanks

Mr. Pruhs, seconded by **Ms. Huntington**, moved to WAIVE PROTEST on the Liquor License Application for Transfer of Ownership.

Mayor Matherly called for Public Testimony and, hearing none, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATION FOR TRANSFER OF OWNERSHIP AS FOLLOWS:

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

c) The Fairbanks City Council heard interested citizens concerned with the following application for a New Marijuana Retail Store License:

Type: Marijuana Retail Store, License #15814

DBA: Tanana Herb Company, LLC

Applicant: Tanana Herb Company, LLC

Address: 1200 Well Street, Fairbanks, Alaska

Mr. Pruhs, seconded by **Ms. Huntington**, moved to PROTEST the New Marijuana Retail Store License until a Certificate of Occupancy is issued by the Building Department.

Frank Turney – Mr. Turney stated he is in support of the cannabis retail store.

Sam Hatchey, 1208 Perkins Drive, Fairbanks – Mr. Hatchey stated he is excited about the progress made on the building where the store will be located.

Ms. Therrien asked Mr. Hatchey how much money he has invested in getting the space up and running. Mr. Hatchey stated he has invested every single penny into getting the store up and operating. He stated he is looking forward to employing a long-term, sustainable staff.

Mr. Bagwill asked Mr. Hatchey to speak to the air filtration system. Mr. Hatchey stated they have two grow rooms and each has its own HVAC system. He stated the rooms are sealed so that external air does not get exchanged to contaminate the air inside.

Ms. Rogers thanked Mr. Hatchey for being so thorough in his application. **Ms. Huntington** thanked Mr. Hatchey for his professionalism and positive attitude.

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

Mr. Bagwill stated he would like to go on record as saying that Mr. Hatchey is one of the owners in the industry that stands out to him. He stated he would vote against the license but thanked him for his professionalism.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO PROTEST THE NEW MARIJUANA RETAIL STORE LICENSE UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE BUILDING DEPARTMENT AS FOLLOWS:

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

d) The Fairbanks City Council heard interested citizens concerned with the following Marijuana License Application for Renewal:

Lic. #	DBA	License Type	Licensee	Address
10112	Great Alaskan Bud Company	Standard Marijuana Cultivation Facility	SP&C Enterprises, LLC	1905 Livengood Avenue

Ms. Therrien, seconded by **Ms. Huntington**, moved to WAIVE PROTEST on the Marijuana License Application for Renewal.

Frank Turney – Mr. Turney spoke in favor of the Great Alaskan Bud Company license renewal.

Shawn Coyle, 1905 Livengood Avenue, Fairbanks – Mr. Coyle stated he is the owner of the business and that he is available for any questions.

Ms. Huntington asked what the violation on his license was. Mr. Coyle stated it was brought to his attention that he needed more cameras in his facility; he stated that he complied and added eight additional cameras.

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

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

YEAS: Huntington, Therrien, Pruhs, Cleworth, Rogers

NAYS: Bagwill

Mayor Matherly declared the MOTION CARRIED.

COUNCIL MEMBERS' COMMENTS

Ms. Huntington asked whether she would be able to make comments at the next meeting. **Mayor Matherly** stated she would be given time to speak at the next meeting. **Ms. Huntington** welcomed Kathy Ottersten and Shoshana Kun to the Council and congratulated Ms. Rogers on her victory in the election. **Ms. Huntington** stated she would like the City to acknowledge Indigenous Peoples' Day and that she would continue to support the cause. She stated the issues facing the country have made themselves evident even in the City of Fairbanks. She stated she is glad the Council meeting is a safe place for people to come and testify. She stated the culture of dismissing victims is not acceptable, and she thanked Mayor Matherly for his apology.

Ms. Rogers stated she was reassured to hear so many people caring about the community, and she was happy to see people coming together seeking to make Fairbanks a better place to live. She thanked Mayor Matherly for his sincere apology. She acknowledged peoples' concern for the police reality TV show and encouraged the Council to reconsider the issue. She stated she felt that the City was bullied and rushed into the contract, and she would value more discussion on the topic. **Ms. Rogers** welcomed Ms. Therrien back from vacation and thanked her for the information provided in the earlier work session.

Ms. Therrien stated she was moved by all the public testimony of the evening. She stated the Mayor's meme post was appalling, and his use of the word "silly" in his apology was insulting. She stated she hopes the Mayor will grow as a result of the incident.

Mr. Bagwill thanked everyone for coming forward to testify and for the reality check they gave to the Council. He stated he was molested when he was young, and he did not report it until much later in life. He stated when he was young he thought it was his fault. He encouraged everyone who is a victim to come forward and report the crimes. He stated being silent does not help change the culture.

Mr. Cleworth stated he has decided to quit watching the news because there has been no compassion reported lately. He stated that if the Eyre family does not want the video footage released, their wishes should be respected. He stated the Council has tried hard to be fair to the IBEW and spoke to issues involving FMATS and the IBEW. **Mr. Cleworth** stated he would like to see the IBEW membership find better, cheaper health insurance. He stated he would be happy to meet with Mr. Whipple but that he has to be careful because union negotiations are still ongoing.

Mr. Pruhs stated Mayor Matherly handled the evening well. **Mr. Pruhs** stated he has known the Mayor for years and that he does not believe he intended to hurt victims of sexual assault. **Mr. Pruhs** stated he remembered Mayor Matherly's daughter being a tenant of his when she was being held captive by an abuser. **Mr. Pruhs** stated he could not imagine being a parent that had to go through something like that. He stated Mayor Matherly is a good person, and he needs to put this incident behind himself and move forward in a healing way.

NEW BUSINESS

- a) Ordinance No. 6085 – An Ordinance Amending Fairbanks General Code Sections 2-260 and 2-261 by Adding Real Asset Infrastructure Classifications, a Hedge Fund Beta Investment Tool, and Consistency in Index Language in the City Permanent Fund Investment Policy. Introduced by Council Member Therrien.

ADVANCED on the CONSENT AGENDA.

- b) Ordinance No. 6086 – An Ordinance to Amend the 2011 – 2013 Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association (PSEA). Introduced by Mayor Matherly.

Ms. Therrien, seconded by **Mr. Pruhs**, moved to ADVANCE Ordinance No. 6086.

Mr. Pruhs asked if the letter from ASEA had come in regard to the health insurance for the family of Sergeant Brandt. Human Resources Director Angela Foster-Snow reported that she had not received it yet, but she has been told it is on its way.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6086 AS FOLLOWS:

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

NAYS: None

Mayor Matherly declared the motion CARRIED.

DISCUSSION ITEMS

- a) Committee Reports

Fairbanks Diversity Council – **Mayor Matherly** reported that there would be a Diversity Council meeting the following evening. He stated that when he used the word “silly” in his apology it was directed at himself; he apologized for using the term.

WRITTEN COMMUNICATIONS TO COUNCIL

- a) Board of Plumber Examiner Meeting Minutes of June 19, 2018

ACCEPTED on the CONSENT AGENDA.

- b) Clay Street Cemetery Commission Meeting Minutes of May 2, 2018

ACCEPTED on the CONSENT AGENDA.

- c) Approval of the 2019 City Council Meeting Schedule

Ms. Therrien, seconded by **Mr. Cleworth**, moved to APPROVE the 2019 City Council Meeting Schedule.

Ms. Therrien, seconded by **Mr. Pruhs**, moved to AMEND the 2019 City Council Meeting Schedule to change the January 14 meeting to January 7.

Mayor Matherly called for objection to the motion to AMEND the Meeting Schedule and, hearing none, so ORDERED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE 2019 CITY COUNCIL MEETING SCHEDULE, AS AMENDED, AS FOLLOWS:

YEAS: Pruhs, Therrien, Huntington, Cleworth, Bagwill, Rogers
NAYS: None

Mayor Matherly declared the MOTION CARRIED.

COUNCIL MEMBERS' COMMENTS

Ms. Huntington stated she had no comments.

Ms. Rogers stated she had no comments.

Ms. Therrien asked about the FPD reality TV show; **Mayor Matherly** encouraged Ms. Therrien to speak to Chief Jewkes about it.

Mr. Bagwill thanked everyone for voting in the election, and he congratulated the new members of the City Council. He stated he hopes to see the City continue to be a better place. He stated it is important for citizens to remain vigilant and respectful to one other.

Mr. Cleworth thanked Public Works for the demolition of the old Reflections building; he stated that it will help to have more space for a City snow dump. He spoke to the City Clerk's Office responsibilities to Board and Commission meetings and suggested that boards take over their own production of minutes.

Mr. Pruhs thanked the City Clerk's Office for all the work they put into the election. He stated he would miss Mr. Bagwill as he has come to know him to be a fine person.

ADJOURNMENT

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

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

Mayor Matherly declared the meeting adjourned at 8:54 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: EB

DRAFT



City of Fairbanks

Office of the City Clerk


800 Cushman Street

Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk 

SUBJECT: Liquor License Renewals

DATE: March 20, 2019

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following liquor license renewals:

Lic. #	DBA	License Type	Licensee	Address
4547	No DBA	Beverage Dispensary	North Star Dining, LLC	No Premises
4504	Gold Rush Deli	Beverage Dispensary	Upriver, Inc.	3399 Peger Road, #C
4845	Brewsters	Beverage Dispensary	Restaurant Concepts, LLC	354 Old Steese Hwy
3965	K & L Beverage Company	Wholesale – General	K & L Beverage Company, LLC	945 Elizabeth Street

Pursuant to FGC Sec. 14-178 the Council must determine whether to protest liquor license renewal applications after holding a public hearing.

Per the Council's request, the Police Department has included a call report for the locations listed.

Please note that **there are no departmental protests to the above-listed applications for renewal.**

CITY OF FAIRBANKS PUBLIC SAFETY

GOLD RUSH DELI

22 FEB 2018-21 FEB 2019

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	01/02/2019 03:30:32	SI - AOA	3399 PEGER RD	S9	NRP	01/02/2019 04:02:07
18004361	12/05/2018 20:47:28	ASSAULT - BRAVO	3399 PEGER RD	O3	RPT	12/05/2018 22:10:20
	06/16/2018 23:04:45	WELFARE CHECK - LOG	3399 PEGER RD	S11	NRP	06/17/2018 00:22:59

Total Number of Events Listed: 3

CITY OF FAIRBANKS PUBLIC SAFETY

BREWSTER`S

22 FEB 2018-21 FEB 2019

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	02/17/2019 22:36:00	DISTURBANCE - VERBAL	354 OLD STEESE HWY	O13	NRP	02/17/2019 22:55:40
	01/24/2019 22:00:29	10-36	354 OLD STEESE HWY	O41	UTC	01/24/2019 22:18:30
19000262	01/22/2019 13:47:21	PAST THEFT - BRAVO	354 OLD STEESE HWY	DESK	RPT	01/22/2019 14:25:03
	01/05/2019 20:07:09	NUISANCE - BRAVO	354 OLD STEESE HWY	S11	SUBL	01/05/2019 20:25:08
	10/17/2018 15:39:43	AOA - NON URGENT -	354 OLD STEESE HWY	O39	NRP	10/17/2018 15:48:24
	10/14/2018 20:29:47	DISTURBANCE -	354 OLD STEESE HWY	O13	NRP	10/14/2018 20:46:49
18003252	09/08/2018 14:48:35	FRAUD/FORGERY	354 OLD STEESE HWY	S3	RPT	09/08/2018 16:00:58
	09/07/2018 19:43:51	NUISANCE - BRAVO	354 OLD STEESE HWY	O1	NRP	09/07/2018 20:00:23
	07/24/2018 23:28:35	10-36	354 OLD STEESE HWY	O5	NRP	07/24/2018 23:37:00
	06/17/2018 22:24:22	SI - FIELD CONTACT	354 OLD STEESE HWY	O8	NRP	06/17/2018 22:29:26
18001805	05/27/2018 10:46:54	FOUND PROPERTY -	354 OLD STEESE HWY	O36	RPT	05/27/2018 12:01:13
18001737	05/22/2018 14:19:57	PAST THEFT - BRAVO	354 OLD STEESE HWY	DESK	RPT	05/22/2018 15:46:43
	05/10/2018 22:19:58	PAST HIT & RUN - ALPHA	354 OLD STEESE HWY		COMM	05/10/2018 22:50:55
	05/01/2018 21:12:27	LOST PROPERTY -	354 OLD STEESE HWY		LOG	05/01/2018 21:15:25
	03/26/2018 16:00:37	SI - FLAG DOWN	354 OLD STEESE HWY	O6	NRP	03/26/2018 16:17:28
	03/22/2018 18:38:31	DISTURBANCE - VERBAL	354 OLD STEESE HWY		DUP	03/22/2018 18:43:05
	03/22/2018 18:38:12	DISTURBANCE - VERBAL	354 OLD STEESE HWY	O7	NRP	03/22/2018 19:03:01
18000981	03/22/2018 14:42:29	SUPP-	354 OLD STEESE HWY		CBWC	03/22/2018 16:29:02
	03/14/2018 04:07:33	ALARM BURGLARY -	354 OLD STEESE HWY	O8	FAB	03/14/2018 04:38:20
	02/27/2018 11:34:14	PARKING COMPLAINT -	354 OLD STEESE HWY		CALL	02/27/2018 11:46:36

Total Number of Events Listed: **20**

CITY OF FAIRBANKS PUBLIC SAFETY

K & L BEVERAGE COMPANY

02/26/2018-02/25/2019

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	07/08/2018 13:53:00	ALARM BURGLARY -	945 ELIZABETH ST	O7	FAB	07/08/2018 14:29:23

Total Number of Events Listed: 1

ORDINANCE NO. 6097

AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE PUBLIC SAFETY EMPLOYEES ASSOCIATION

WHEREAS, the City and the Public Safety Employees Association (PSEA) entered into contract talks to update the Collective Bargaining Agreement (CBA) that expired on December 31, 2013; and

WHEREAS, the negotiating teams for the City and PSEA have reached a tentative agreement for a replacement CBA, which upon ratification will be in effect from January 1, 2019, through December 31, 2021; and

WHEREAS, the City's 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.

SECTION 2. That this ordinance becomes effective upon ratification of the agreement by PSEA membership.

SECTION 3. That once ratified, the collective bargaining agreement shall be effective from January 1, 2019 through December 31, 2021.

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: 6097

Abbreviated Title: PSEA PROPOSED CONTRACT [GENERAL FUND BUDGET IMPACT]

Department(s): POLICE AND DISPATCH

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 X No

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
Dispatch Salary & Benefits Expenditures	\$50,688	\$45,320	\$52,459	\$148,467
Police Salary & Benefits Expenditures	\$78,890	\$143,898	\$163,871	\$386,659
Less Meal Allowance	(\$22,500)	(\$22,500)	(\$22,500)	(\$67,500)
Less Current CBA	\$0	(\$124,464)	(\$91,647)	(\$216,111)
TOTAL	\$107,078	\$42,254	\$102,183	\$251,515

FUNDING SOURCE:	2019	2020	2021	Total
General Fund Budget Increase	\$107,078	\$42,254	\$102,183	\$251,515
TOTAL	\$107,078	\$42,254	\$102,183	\$251,515

This fiscal note represents the City's costs of approving the Public Safety Employees Association Collective Bargaining Agreement. This agreement adjusts the pay scale by smoothing out Years 1 through 7 and adds 1.5% for every other year from Year 8 through Year 20; lead dispatchers will receive a 20% increase of the dispatcher rate in Years 1 through 8 followed by a 1.5% increase every other year until Year 20. This agreement increases monthly health benefits from \$1432 to \$1530 in 2019 and from \$1530 to \$1550 in 2020.

Reviewed by Finance Department: Initial mb Date 2/25/2018

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST: Proposed Substitute (changes to narrative only)

Ordinance or Resolution No: 6097

Abbreviated Title: PSEA Collective Bargaining Agreement (CBA) January 1, 2019 through December 31, 2021

Department(s): Police and Dispatch

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 X No _____

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
Dispatch Salary & Benefits Expenditures	\$50,688	\$45,320	\$52,459	\$148,467
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Less Current CBA	\$0	(\$124,464)	(\$91,647)	(\$216,111)
TOTAL	\$107,078	\$42,254	\$102,183	\$251,515

FUNDING SOURCE:	2019	2020	2021	Total
General Fund	\$107,078	\$42,254	\$102,183	\$251,515
TOTAL	\$107,078	\$42,254	\$102,183	\$251,515

In the new CBA, the Dispatch Shift Supervisor step rate is 20% higher than the regular Dispatcher rate for the same step

In the new CBA, the pay scale is adjusted by smoothing out (years) steps 1 through 7 and adding 1.5% increased differentials for steps 8 through 10

If an employee's step rate is higher on the previous CBA scale, the employee is frozen until the new CBA step rate exceeds the previous CBA step rate

At January 1, 2019, all employees promoted or moved to a higher classification prior to this CBA will receive the highest step based on their hiring anniversary date but no higher than step 8. In addition, employees residing at step 7 for more than 1 year under the previous CBA are moved to step 8 under the new CBA on January 1, 2018

This CBA increases monthly health benefits from \$1,432 to \$1,530 on July 1, 2019 and from \$1,530 to \$1,550 in 2020

Reviewed by Finance Department: Initial CGR Date 3/15/2019

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF FAIRBANKS
AND
THE PUBLIC SAFETY EMPLOYEES ASSOCIATION
FAIRBANKS POLICE DEPARTMENT CHAPTER

2019 – 2021

This agreement is reached between the City of Fairbanks (Employer or City) and the Public Safety Employee Association (the Association or PSEA) for the uses and purposes herein mentioned.

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ARTICLE 1 POLICY AND PURPOSE

Section 1.1 Policy

It is the policy of the City and PSEA to continue harmonious and cooperative relationships between City Employees and the Employer to ensure orderly and uninterrupted operations of government.

Section 1.2 Welfare

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 management, Employee organizations and each Employee to render honest, efficient and economical service.

Section 1.3 The Purposes of this Agreement are:

- 1.3.1 To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in work in the areas affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.
- 1.3.2 To recognize the legitimate interest of the Employees of the City of Fairbanks to participate through collective bargaining in the determination of terms and conditions of their employment.
- 1.3.3 To promote fair and reasonable working conditions.
- 1.3.4 To promote individual efficiency and service to the citizens of the City.
- 1.3.5 To avoid interruption or interference with the efficient operation of City Government.
- 1.3.6 To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

- 1.3.7 To pay wages, benefits and other compensation to the members in accord with the provisions of this Agreement, and not based upon personal favoritism or discrimination.

ARTICLE 2 DURATION

Section 2.1 Effective Date

This Agreement shall become effective the first day of the pay period following mutual ratification by the City Council and the Membership of the Association in accord with an election and shall remain in effect until December 31, 2021.

Section 2.2 Commencement

Either party desiring to commence such negotiations shall give written notice to the other at least sixty (60) days prior to December 31, 2021, but not sooner than one hundred twenty (120) days prior to the expiration date of this Agreement. Upon receipt of such notice, negotiations shall begin within fifteen (15) days. Unless otherwise agreed, no modification or change shall become effective prior to the expiration date without the mutual written consent of the parties.

Section 2.3 Termination

In the event that the termination date on this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be extended until such time as a new agreement is reached.

Section 2.4 Binding

This Agreement shall be binding upon the successors and assigns of the parties, and no provision, term or obligation herein contained shall be changed in any respect by any change in ownership, management, location, or bargaining unit.

ARTICLE 3 RECOGNITION

Section 3.1 Recognition

The City, recognizes PSEA as the exclusive representative of all PSEA positions designated in this Agreement for part-time, permanent, seasonal and temporary Employees in the City for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

Section 3.2 Classifications

3.2.1 Alaska Labor Relations Agency

Additional classifications or reclassification shall be included within the Bargaining Unit or exempt there from on the basis of the Alaska Labor Relations Agency criteria.

3.2.2 Irresolvable Differences

Should irresolvable differences as to inclusion or exclusion of additional classifications or reclassification to the Bargaining Unit occur, either party may request that the jurisdiction be determined in accordance with Alaska Statutes.

ARTICLE 4 NEGOTIATIONS

Not more than four (4) Employee negotiators shall be permitted to attend and participate in negotiations during their normal workday without loss of compensation. All negotiators shall be assigned to day shift duty for periods of negotiations. Due to the nature of prolonged negotiations members may be required to participate during off duty hours. Off-duty members will not be compensated for their time while required to attend such meetings but shall be given hour for hour time off in lieu of time so spent for negotiations. The parties will meet at mutually agreeable times. It is not the intent of the parties for the negotiators to receive overtime pay while performing negotiation duties in excess of the workday. Said designated negotiators shall be permitted to use duty time or administrative time to participate in preparation and actual negotiations (and caucuses on negotiation days) should schedule negotiations occur on members' regular duty days. Nothing prohibits other members from attending negotiations using scheduled leave or off-duty time. Should designated negotiators become unavailable PSEA may substitute negotiators.

ARTICLE 5 CITY – ASSOCIATION RELATIONS

Section 5.1 Objective

Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Public Safety Employees Association, Fairbanks Police Department Chapter (PSEA). Neither PSEA or the City will represent to any employee that union membership is a requirement of employment with the City.

Section 5.2 Employees of the City of Fairbanks

The Association agrees that its members, who are employees of the City, will individually and collectively perform loyal and efficient service and that they will use their influence and best efforts to protect the property and interest of the City and to cooperate with the City to this end at all times.

5.2.1 Work Stoppage

The Association agrees that during the life of this Agreement, the Association, its agents or its members will not authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, or strike against the Employer.

5.2.2 Lockout

The City agrees that during the life of this Agreement, there shall be no lockout.

5.2.3 Duty to Perform

The Association further agrees that its members shall, in each and every instance, cross the picket line of any other organization in order to perform assigned duties.

Section 5.3 City, State, Federal Laws

Any provision of this Agreement judicially found to be in violation of applicable City, State or Federal law and subsequent amendments thereto shall be null and void, but all other provisions of this Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties hereto agree to meet within fifteen (15) days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been satisfied.

Section 5.4 Absenteeism

The Association agrees that it will actively combat absenteeism and other practices which may hamper the City's operation and that the Association will vigorously support the City in efforts to improve efficiency and the quality of law enforcement and further to promote good will between the City and the Bargaining Unit members.

ARTICLE 6 MANAGEMENT RIGHT

The City under this Agreement has and will retain the right to represent and manage the City and the City's property and to direct its working forces, including the right to hire, to set staffing levels, to promote and demote, to reclassify, and to discipline or discharge any personnel in its employ for good and just cause in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control its business.

ARTICLE 7 PSEA SECURITY

Section 7.1 Agency Shop

7.1.1 Responsibility

It is recognized that PSEA owes the same responsibilities to all Employees and is to provide benefits and services to all bargaining unit members whether or not they are members of PSEA. PSEA reserves the right to charge for representation of non-paying members for union representation in the course of an administrative proceeding with the employer including administrative investigations, grievances and arbitrations.

7.1.2 PSEA Information

Persons hired in a Bargaining Unit position shall be informed, at the time of the employment offer, of their right to become a member of PSEA. The Employee shall be allowed up to a maximum of one hour, during normal working hours, to perform the PSEA enrollment activity and shall report to the PSEA office for membership discussion within ten (10) working days after reporting to work.

Section 7.2 Check off and Payroll Deduction

7.2.1 Dues and Fees

The City agrees to deduct on a regular basis from the payroll check of all Association members, the regular monthly dues, assessments and fees, and voluntary contributions of members of the Association.

7.2.2 Communication between PSEA and City

The Business Manager of PSEA shall notify the City Finance Department 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 PSEA deductions to the duly authorized representative of PSEA, together with a list of the names of the Employees from whose pay deductions are made. All changes in address of Employees shall be transmitted to PSEA immediately.

7.2.3 **Payroll Deduction Privileges**

PSEA, or their designee, shall have a right to receipts from deductions of PSEA and PAC dues, initiation fees or agency fees, PSEA-sponsored insurance premiums and PSEA-sponsored Employee benefits as previously authorized or as may be authorized by the Bargaining Unit Member. No other Employee organization shall be accorded payroll deduction privileges with regard to the Bargaining Unit.

Section 7.3 Payroll Deductions/Direct Deposit

Employees shall be accorded payroll deduction and direct payroll deposit privileges to the financial institution of the employee's choice on pay day, limited to two specified deductions and one deposit for the balance of the payment.

Section 7.4 Meeting Space and Bulletin Boards

7.4.1 When not previously reserved, appropriate meeting space in the buildings owned or leased by the City, shall be available for meetings of PSEA.

7.4.2 The City shall furnish adequate bulletin boards for use by PSEA. The City shall not unreasonably restrict or interfere with material posted on these boards.

Section 7.5 List of Bargaining Unit Members

Upon request the City agrees to furnish PSEA a roster of all Employees working under the jurisdiction of PSEA.

Section 7.6 Discrimination/Relations

No member shall be discriminated against or penalized for the upholding of the Association's principles due to service on a committee, nor shall the City interfere in the relations between any member and the Association, nor will the City attempt to restrain any member from Association membership or activities.

Section 7.7 Association Obligation

The Association assumes all obligations and responsibilities for this Bargaining Unit. The Association agrees that this Agreement is binding on each and every member of this Bargaining Unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

Section 7.8 Representation

The Association agrees to provide representation to all Bargaining Unit employees, whether or not they are members of the chapter as defined by State law.

Section 7.9 Sole Representative

The City of Fairbanks recognizes PSEA as the sole representative of all designated positions listed in [Article 19](#) for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment and shall not negotiate or handle grievances with any employee, organization, or individual other than PSEA

Section 7.10 Employee Representative

7.10.1 Employee Representatives

The Chapter Chair and Vice-Chair of the Fairbanks Police Department Employees Association Chapter of PSEA as well as two other employees, hereinafter called "Employee Representatives" will be designated by PSEA. They shall be employees of the Fairbanks Police Department or the Fairbanks Emergency Communications Center and members of the Association. The Employee Representatives shall be permitted during regular working hours to perform their official representative duties handling requests, complaints and grievances arising under this Agreement. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances to the contrary, the employee will be made available. Normal protocol will be observed with their respective supervisors prior to engaging in their duties as an Employee Representative. It is agreed that the Employee Representative conducting the representative duties shall whenever possible, meet outside the presence of other employees. When it is mandatory to conduct grievances or other matters during day shift hours, the Employee Representative and affected grievant(s)

may be re-assigned by the Department Head to the day shift duty time to handle these matters, provided that this does not interfere with Department operations.

7.10.2 Employee Representative Compensation

The Employee Representatives shall not receive overtime pay while performing Employee Representative duties in excess of the work day, nor shall an Employee Representative extend his/her work day in such a manner as to receive overtime because part of the work day was used to perform Employee Representative duties with approval of the Department Head. An Employee Representative shall not be entitled to special privileges as a result of holding such office, except as provided in sub-section (c).

7.10.3 Employee Representative Lay-off

Notwithstanding any other provision of this Agreement, in the event of lay-offs, the Chapter Chair and Vice-Chair shall be the last person(s) within his/her classification to be laid off. Should it come to pass that the entire classification containing a Chapter Chair or Vice-Chair is eliminated by lay-off or reclassification, the Chair or Vice-Chair has no greater seniority rights within a lower classification for which he/she is eligible to "bump down" into (if any exists) than is otherwise conferred by this Agreement. If both the Chair and Vice-Chair work in the same classification, the Chapter Chair shall be the last person laid off.

Section 7.11 PSEA Staff

PSEA staff shall be permitted to visit work areas at reasonable times consistent with workload and operational needs. Such representatives shall be recognized by the City as having the final authority to speak for the Association in all matters covered by this Agreement.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Objective

It is the mutual desire of the City and the Association to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Association to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Association have adopted the following procedure.

Section 8.2 Definition

A grievance is defined as any dispute arising from the interpretation, application or alleged violation of a provision of this Agreement. However, any dispute involving the commencement date or termination of this Agreement shall not be considered a grievance and shall not be submitted to the grievance-arbitration procedure set forth herein, but instead any such questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. Any written resolution of a grievance (at any level of the grievance procedure) shall be binding upon both parties.

Section 8.3 Step One

When an employee has a grievance, the employee (accompanied by an Association representative if the employee chooses) shall verbally discuss the matter with his/her immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within twenty (20) business days of the employee having, through the exercise of reasonable diligence, knowledge of the grievance. If the grievance cannot be resolved through verbal discussion, the grievance shall be formalized in writing, signed by the member, and presented to the immediate supervisor within five (5) business days of the oral discussion. The grievance shall state the article and section number of this Agreement allegedly violated and the manner in which the member believes that section has been violated. The immediate supervisor shall investigate the grievance and shall indicate in writing a response to the grievance within five (5) business days following the day on which the written grievance was presented. The written grievance and the response of the immediate supervisor shall then be delivered to the next level of supervision, with a copy to the grievant(s), and the Association for further handling at the next step of this procedure. The five (5) business day time frame shall apply for each level within this step and delivery of the grievance to the Department Head.

Section 8.4 Step Two

Grievances not settled in the first step may be delivered to the Department Head who shall attempt to settle the grievance within ten (10) business days after the submission of the grievance to him/her. Within this time frame, the Department Head shall meet together with the grievant, PSEA Representative and other witnesses as appropriate and attempt to resolve the issue(s). The Department Head shall mail or deliver a written decision to PSEA within this ten (10) business day time frame. If the written decision of the Department Head is not satisfactory to the grievant, he/she shall have five (5) business days to decide if he/she wishes to appeal the grievance to the third step of this procedure.

Section 8.5 Step Three

After receipt of a grievance the City Mayor shall have ten (10) business days to meet with all involved parties and to issue a written decision to PSEA. If the response states that the nature of the grievance and/or the portion of this Agreement allegedly violated is not stated or cannot be determined from the documentation submitted, the party submitting the grievance may, within five (5) business days, amend or augment the documentation submitted. If amended or augmented, the City Mayor or the Association, as the case may be, shall have five (5) additional business days to submit a final written response. If the decision of the City Mayor is unsatisfactory to the grievant, PSEA may, within ten (10) business days of the delivery of the decision, demand that the matter be submitted to binding arbitration.

Section 8.6 Arbitration

8.6.1 Arbitration Notice

The arbitration notice shall include the nature of the matter to be arbitrated and the Agreement provision(s) allegedly violated. When the demand to submit a grievance to binding arbitration is made, PSEA and the City shall meet at a date and time mutually agreeable within ten (10) business days to select an arbitrator upon the failure of the two parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of nine (9) names of persons, with prior service as a neutral arbitrator involving the interpretation of Collective Bargaining Agreements who are available for service within six months of request. Within five (5) business days of receipt of the list, the City and Association representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot.

8.6.2 **Findings**

Arbitration of the grievance shall commence as soon as agreeable. The Arbitrator shall make a written report of his/her findings to PSEA and the City within twenty (20) business days of the conclusion of the hearing or twenty (20) business days following submission of any post-hearing briefs. The Arbitrator will be governed by Labor Arbitration Rules of the American Arbitration Association (AAA) as amended and in effect at the time the grievance is filed. The decision of the Arbitrator shall be final and binding on both parties to this Agreement and enforceable under the provisions of AS 09.43.010-180, as may be amended.

8.6.3 **Arbitrator**

The authority of the Arbitrator shall be limited to the application and interpretation of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide other issues. He/she shall have no authority to amend, alter, modify or otherwise change the terms or scope of this Agreement. The final decision of the Arbitrator shall be implemented as soon as possible, but not later than thirty (30) days after the final decision is rendered.

Section 8.7 Single and Multiple Grievances

Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and PSEA mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances relating to a single issue shall be consolidated into one proceeding heard by a single arbitrator. Any dispute as to consolidation will be resolved by written motion without testimony by the first arbitrator chosen to resolve a series of grievances where consolidation is sought.

Section 8.8 Expense

The City and PSEA shall bear the expense of their respective representatives and witnesses. The other expenses involved in such arbitration proceeding shall be paid by the non-prevailing party, as determined by the Arbitrator.

Section 8.9 Witness

Any member called as a witness by either side will continue to receive his/her regular rate of pay while attending the hearing but not to exceed the member's regular working hours. Should the meetings be scheduled outside of the member's regular working hours, or extended beyond the regular working hours, no compensation shall be paid by the City for the time outside regular hours. Off-duty members will not be compensated for their time while required to attend such hearings but shall be given hour for hour time off in lieu of time so spent at arbitration hearings.

Section 8.10 Decision Time Frame

Except for appeals of disciplinary actions in accordance with Article 8, when any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall not be changed until the decision is rendered. If the Arbitrator so rules, the decision shall be made retroactive to the time the dispute began.

Section 8.11 Grievance Submission Level

In the event either party, after notice, fails to answer a grievance within the time required at any step of the Grievance Procedure, or either party fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, the grievance shall be considered settled against the side which has defaulted. However, any of the time limits or required steps of the grievance arbitration procedure may be extended or waived by written mutual agreement of PSEA and the City. Before either party claims a default, it will give a courtesy call to the other party. Grievances settled by default will not be the basis of establishing the precedent for the settlement of any other grievance.

Section 8.12 Originating Step

Any grievance that originates from a level above [Step One](#) of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

Section 8.13 PSEA or Class Action Grievance

Grievances filed by PSEA on behalf of itself or as a class action, and grievances filed by the City, shall be filed at [Step Three](#).

ARTICLE 9 EMPLOYEE BENEFITS AND RIGHTS

Section 9.1 Retirement

The City and all employees covered under this Agreement will participate in the Public Employee's Retirement System of Alaska administered by the Public Employee's Retirement Board of the State of Alaska, and any other mutually agreeable plan or plans.

Section 9.2 Health Benefits

9.2.1 Health Insurance

For each member, the City shall contribute \$1432 per month to the Association's applicable insurance plan. Increasing to \$1530 per month July 1, 2019 and \$1550 per month July 1, 2020.

9.2.2 IRS 125 Plan

The City agrees to make available and maintain a pre-tax IRS section 125 plan account at the election of each employee as allowed under federal law.

Section 9.3 Deferred Compensation

Employees covered by this Agreement shall continue to be eligible to participate in the City's deferred compensation programs.

Section 9.4 Injured Employee Rights & Responsibilities (Non-work-related injury)

9.4.1 Temporary Incapacity

When a member becomes injured and temporarily cannot perform his/her normal duties and has an evaluation from an appropriate medical professional indicating light duty would be appropriate, the City will endeavor to assign the member to a light duty assignment.

9.4.2 **Permanent Incapacity**

If a member is, determined by an appropriate medical professional to be, permanently unable to perform his or her normal job functions, the Association and the City agree that:

- 9.4.2.1 The member employee may be terminated subject to grievance/arbitration procedures.
- 9.4.2.2 For a period of twelve (12) months following the finding of permanent incapacity, if a position exists within the PSEA Unit that the permanently incapacitated member qualifies for and can perform they will be given preference in the hiring process for that position. It will be the responsibility of the member to monitor potential job openings and apply.

9.4.3 **Workers' Compensation Laws**

Nothing in this section abrogates any provision of Workers' Compensation law or rules or any requirements of state or federal law.

Section 9.5 Work Related Injuries

9.5.1 **Injury or Disability**

Members who suffer an injury or disability which is covered under the provisions of state Workers' Compensation shall be entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. In the event that competent medical authority deems that an employee will not ever be able to perform their regular assigned tasks, they shall be separated on the same basis as a lay-off due to a reduction in force; subject to recall to a position which is within their ability to perform without job modification, and at the appropriate pay rate generally accorded the new position.

9.5.2 **Paid Administrative Leave**

A paid administrative leave of absence for up to twelve (12) consecutive months from the date of the discovery of an initial injury/illness shall be provided for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. In such instances, the member may be assigned work at the discretion of the department providing such work assignment does not adversely affect the nature of the illness or injury. Should it be determined the member shall not be eligible to return to full duty and applies for retirement, and retirement is granted prior to the twelve (12) months expiration of administrative leave, the department's obligation under this provision shall then be nullified. It is the intent of this provision that a member would be fully compensated for that period of time covered by administrative leave. Members will retain their Worker's Compensation check and notify Payroll of any change in status or compensation. When the member returns to duty, to insure the member's PERS contributions are made whole, the member will complete the PERS Workers Compensation and LWOP Claim and Verification form and submit to the PERS Administrator. When the PERS Administrator determines the member's indebtedness the member will submit a copy of the memo from the PERS Administrator with the indebtedness amount to Payroll. Payroll will work with the member to set up a payroll deduction for repayment or lump sum payment. In the event a lump sum payment is issued it is incumbent upon the member to pay the PERS indebtedness amount directly to the PERS Administrator.

In extraordinary circumstances, the parties may mutually agree to modify the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, shall be subject to eligibility of the Alaska Workers' Compensation Act.

9.5.3 **Light Duty**

When, due to a work-related injury, a member becomes injured and cannot perform his/her normal duties and has an evaluation by an appropriate medical professional indicating the employee may perform light duty, the City shall endeavor to assign the member to light duty in regular pay status.

9.5.4 **Federal and State Law**

Nothing in this section abrogates any provision of Workers' Compensation law and rules or any provision of federal law regarding employment of the disabled, to include the Americans with Disabilities Act.

Section 9.6 Physical Examination

Each member will be provided the opportunity to have a biennial physical examination, beginning during their second year of employment, by an appropriate medical professional. The City will pay all costs of this examination, without the consideration of the member's health insurance. The City shall not receive or maintain any report of the employee's examination, other than to be notified if the member is not fit for duty. The City reserves the right to require physical examinations as a screening tool for physical fitness testing. Results of this examination will be limited to whether the employee can participate in testing, or any testing limitations.

Section 9.7 “For Cause” Examination

When, in the opinion of the City, there arises a documented incident or incidents which raise specific questions as to the physical, mental or psychological ability of an employee to perform their normal work assignments, an examination, including all relevant controlled substance test procedures, by an appropriate medical professional may be ordered by the City.

If the examination demonstrates, in the opinion of the appropriate medical professional conducting the examination, that the employee is physically, mentally or psychologically incapable of performing their normal work assignments, the employee will be allowed to seek a second opinion from an appropriate medical professional of their choice. If the results of these two examinations are not in agreement, then a third opinion will be solicited from an appropriate medical professional mutually agreeable to the City and employee. The results of the third examination shall be final and binding. The City shall pay for all examinations and connected expenses involved with this section. In the event the physical, mental or psychological condition of any employee prevents them from adequately performing their normal work assignments, the City may place them in a classification they can perform within the Department. Should no classification be vacant, the employee will be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

Section 9.8 Indemnification

9.8.1 Cause

In the event any claim or claims are made by a person or persons against any employee for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the City and any liability which is incurred by an employee covered by this Agreement as a result of the claim or claims shall be paid by the City. Any claim or claims, or liability resulting there from, shall not be paid by the City if the claim or claims are based upon acts or omissions of any employee resulting from recklessness, gross negligence or intentional misconduct.

9.8.2 Settlement

In the event the City resolves an action or claim involving a member for purely pragmatic reasons not involving any misbehavior by the member, the City will issue a letter to the member stating the reasons for the settlement, with a copy placed in the member's personnel file.

9.8.3 City Ordinance

This section shall be read in conjunction with the terms of any City ordinance providing for indemnification of City employees and the protection of both this section and the ordinance shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the employee shall prevail.

Section 9.9 Training

The City will endeavor to provide commissioned officers and dispatch personnel with forty (40) hours per year of training or the functional equivalent, excluding firearms qualifications, and state or federally mandated training such as Haz-mat and Blood Borne Pathogen training that are not discretionary and will be provided.

Absent an unforeseen emergency, active canine (K-9) teams shall be afforded a minimum of four (4) hours of training time each week during regular duty hours.

Section 9.10 Parking

The City shall make every effort to provide adequate parking facilities and electrical connections for head bolt heaters for employees' personal vehicles at existing installations. Parking and electrical connections for head bolt heaters shall be provided at no charge to employees at any newly constructed facility. The City shall make every effort to provide adequate parking facilities and electrical connections for head bolt heaters at any facility leased hereafter.

Section 9.11 Conduct Based Investigation

The City and the Association agree that it is imperative that all investigations of claims of member misconduct are conducted by the City in a manner which upholds the highest standards of the Department, preserves the faith of the public in the integrity of the department and its members, and also protects and safeguards the rights of the members. In order to ensure that any such investigations are conducted in a manner that is conducive to good order and discipline, the parties agree to the following provisions:

9.11.1 Investigation of conduct subject to criminal action only:

- 9.11.1.1 If a member is under investigation by the City, whether instituted by the City or as a result of a complaint being filed against the member, and the member is interrogated or interviewed by the City agents for conduct that may subject the member to criminal prosecution, the member shall be given the same "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects.
- 9.11.1.2 A member's position with this Department shall not afford him/her any greater or lesser rights than are enjoyed by other citizens of this City and State when subject to criminal investigations or proceedings.

9.11.1.3 Any such investigation and interview/interrogation shall be conducted in accordance with existing criminal law and procedures then currently in effect in this State.

9.11.2 **Investigation of conduct subject to both criminal and administrative actions:**

9.11.2.1 If a member is under investigation, instituted by the Department or as a result of a complaint being filed against the member for alleged conduct that may result in both administrative actions (disciplinary or punitive) and criminal prosecution, the City shall not "merge" the criminal investigation and the administrative, but shall instead conduct separate and distinct investigations, each conducted by a different person. Information gained in the Criminal Investigation may be used as a foundation for the Administrative Investigation. Prior to a criminal interview/interrogation the member shall be advised of the "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects. The member will also be informed when it is contemplated that the matter may be referred to a criminal prosecutor for review.

9.11.2.2 In the course of the administrative investigation of the allegation(s), a member refusing to respond to questions or submit to interview/interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the performance of his/her official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in his/her dismissal from the Department. Compelled statements so given in an administrative investigation will not be used against the member in any criminal prosecution, nor will the City provide any form of such statements to any other person or agency unless so ordered by a court of competent jurisdiction. In the event of demand for production of the contents of such statements, the City will notify the member of the demand, and will assert the privilege on behalf of the member.

- 9.11.2.3 All compelled statements given in the course of an administrative investigation may be used against the member in relation to any subsequent departmental administrative charges which may result in disciplinary or punitive actions against the member.
- 9.11.2.4 If the member so requests, any interview/interrogation will be suspended for a reasonable period of time to allow the Association representative or counsel to attend. The representative shall not be a person subject to the same or related investigation.
- 9.11.2.5 Any interview will be held at a mutually agreeable location provided by the City.
- 9.11.2.6 The interview shall be recorded and a transcript and copy of the recording shall be provided to PSEA.

9.11.3 **Investigation of conduct subject to disciplinary or punitive action only:**

- 9.11.3.1 If a member is under administrative (noncriminal) investigation instituted by the Department or as a result of a complaint being filed against the member for conduct that may subject the member to administrative disciplinary or punitive action only, the investigation will be conducted in accordance with the safeguards listed below.
- 9.11.3.2 When available the member shall be notified of the investigation in a timely fashion not to exceed one week (5 business days) from the time that the complaint is discovered by the Department Head, except for investigations of "on-going" type of conduct.
- 9.11.3.3 The member shall be informed of his/her rights as specified in this section as well as the name and authority of the officer in charge of the investigation. The member shall also be informed of the name of all persons who will be present during the interview/interrogation and questions shall be asked by no more than two (2) interviewers at any meeting.

- 9.11.3.4 Before an interrogation/interview is commenced, the member shall be informed of the nature of the investigation and provided a list of all known allegations. Except for anonymous complaints, the member shall be informed of the name(s) of all complainants.
- 9.11.3.5 The member shall not be subjected to offensive language or threatened with punitive actions, except that a member refusing to respond to questions or submit to interview-interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the performance of his/her official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in his/her dismissal from the Department.
- 9.11.3.6 The member is entitled to have present at an interview/interview an Association representative or counsel selected by PSEA. The Association representative may question the member as well as offer rebuttal as necessary. The representative shall not be a person subject to the same or related investigation.
- 9.11.3.7 If, prior to or during the interview/interview of a member, it is deemed that he/she will be charged with a criminal offense, the member will be immediately informed of the "Rights Warning" that is then currently in use by police officers of this City when conducting custodial criminal interviews of suspects and a separate criminal investigation shall be initiated in accord with Section 9.11.
- 9.11.3.8 In the event that the City chooses to proceed criminally against the member for a violation of the law and the member so requests, the interview/interview will be suspended for a reasonable period of time to allow the Association representative or counsel to attend. The representative shall not be a person subject to the same or related investigation.
- 9.11.3.9 The member or the City may record the interview/interview after advising that a recording will be made and each shall have access to other's recording, if any are made.

9.11.3.10 The member is entitled to a copy of the completed investigative report including any related existing transcripts of interviews/interrogations prior to the imposition of disciplinary or punitive action against the member.

9.11.4 **General Administrative Investigations Guidelines:**

9.11.4.1 All administrative investigations conducted by the Department involving allegations against its members shall adhere to these general guidelines.

9.11.4.2 All administrative investigations and their outcomes shall be treated as personnel matters and shall be confidential.

9.11.4.3 Investigation of conduct shall be conducted in a timely manner without unnecessary delay.

9.11.4.4 Nothing in this Agreement shall abridge the right of a supervisor at any level to counsel with, advise, or admonish a member under his/her command in private.

9.11.4.5 No promise of reward shall be made as an inducement to answering any question.

9.11.4.6 Any interrogation/interview must be conducted at a reasonable hour, preferably at a time when the member is on duty, or during the normal waking hour of the member, unless the seriousness of the investigation requires otherwise.

9.11.4.7 The interview shall only be voice recorded; video recording will only be used upon prior "case by case" written approval of the Department Head. A transcript and copy of the interview shall be provided by the City to PSEA.

9.11.4.8 The interview shall be held at a location provided by the City that is mutually agreeable to both PSEA and the City.

9.11.4.9 No PSEA elected official shall be compelled to testify about any knowledge that he or she has gained as a result of his or her office.

9.11.4.10 The interview/interrogation shall allow the member to attend to bodily functions as necessary.

9.11.4.11 The member shall be compensated at the overtime rate if the interview/interrogation is conducted at a time other than the employee's working hours. However, the City may, at the discretion of the Department Head, reassign a member under investigation to administrative duties, Monday through Friday, 0800 to 1700 hours for the duration of the investigation.

9.11.4.12 The Association is entitled to a copy of the completed investigation report including any related existing transcripts of interviews/interrogations prior to the impositions of disciplinary or punitive action against the member. Materials shall be provided to PSEA upon completion of any investigation.

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

9.11.4.13.1 **Substantiated (or “Sustained”)**

Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.

9.11.4.13.2 **Unsubstantiated (or “Not Sustained”)**

Means that there was insufficient evidence to prove or disprove the allegation.

9.11.4.13.3 **Exonerated**

Means that the act alleged did occur, but the member's actions were lawful and proper.

9.11.4.13.4 **Unfounded**

Means that the act alleged did not occur.

9.11.4.13.5 **Other Misconduct Noted**

Means the investigation revealed an act of misconduct or violation not alleged in the complaint.

Section 9.12 Reserved

Section 9.13 Reserved

Section 9.14 Use of Lie Detector Devices

No member may be compelled to submit to a Lie Detector exam against his/her will. The exercise of this right may not in any way be used against the member in any disciplinary action nor will testimony or evidence of the refusal be admissible at a subsequent hearing, trial or other proceeding. This does not preclude the use of a Lie Detector Device where the member and the Department mutually agree to its use nor does it mandate that a member has a right to demand a Lie Detector Examiner investigation.

Section 9.15 Financial Disclosure

No member may be required to disclose personal information, including but not limited to property possessed, sources and amounts of income, debts, and personal or domestic expenditures (including those of any member of his/her family or immediate household), unless any of the following conditions exist:

- 9.15.1 Such information is obtained under proper legal procedure; or
- 9.15.2 Probable cause to suspect a conflict of interest with respect to the performance of his/her official duties; or
- 9.15.3 It is necessary for the Department to ascertain the desirability of assigning the member to a specialized unit assignment in which there is a strong possibility that bribes or other inducements may be offered.

Section 9.16 Searches

No member shall be subject to unreasonable search and seizure. Members shall enjoy the right to privacy in their individual work areas, lockers, electronic devices maintained by the employee for work purposes or other space provided by the Department except that searches of these areas may be conducted in the member's presence; or with the member's consent; or with a valid search warrant; or when the member has been notified in advance (at least 24 hours) that a search will be conducted. This provision shall not prevent the Department from conducting routine inspections of work areas, break areas, locker rooms, vehicles, and other Department owned or leased facilities and equipment, for cleanliness, neatness, serviceability, compliance with directives and other needs of the Department for the welfare of its members and successful completion of its mission. Nothing in this section shall prevent the Department from retrieving equipment, reports or other items needed for the continuance of operation from a member's locker or other secured space when the member is not available.

Section 9.17 Political Activities

9.17.1 In Uniform

All members are prohibited from engaging in political activities at any time while in uniform.

9.17.2 On Duty

All members are prohibited from engaging in political activity while on duty.

9.17.3 Premises

The Department may prohibit or restrict members from using the Department's premises for political activities without permission of the Department Head.

9.17.4 **Solicitation**

All employees are prohibited from soliciting political contributions from fellow employees or those on eligibility list(s), other than in connection with ballot measures affecting their wages, hours and working conditions, except that they may make appeals for any kind of political contributions to the public generally, even though this may include fellow employees.

Section 9.18 Revocation of Driver's License

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

Section 9.19 Break Areas

The parties agree that the Employer shall provide areas designated as "Employee Break Areas" which shall be large enough to accommodate the Employees using such areas. Association members are encouraged to make suggestions to the Employer as to the location of acceptable areas.

Section 9.20 Political Pressure

In accordance with Section 4.4 of the City Charter, except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Mayor and neither the Council nor any member thereof shall give orders to any subordinates of the City Mayor. No Employee shall be subjected to any disciplinary action by the City Council or its members.

ARTICLE 10 FAIRBANKS POLICE DEPARTMENT (FPD) WORK RULES

Section 10.1 General Rules

10.1.1 Work Week

The work week in this Agreement shall consist of a forty (40) hours minimum in pay status from the start of the employee's regularly scheduled duty day unless a mutually agreed alternative schedule is in place.

10.1.2 Reporting Late for Duty

When members report for work later than the scheduled starting time, they shall be placed on leave without pay for the period of their absence and their finishing time will not be extended to make up for the lost time. Periods of less than one-half (1/2) hour shall be deducted in half hour (1/2) increments.

10.1.3 Consecutive Days Off

Regardless of schedule worked, each member shall be entitled to regularly scheduled days off each week. The numbers of days off are defined by the schedule the employee works. Members should not be forced to work overtime on all of his or her off-duty days. Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working ten (10) hour shift schedule, or twenty-four (24) hours off for those employees working an eight (8) hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off or twenty-four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) [*See Appendix A for flow chart of overtime*](#)

10.1.4 Special Assignment Schedules

Members volunteering for special assignments may be assigned a work week by the City, consistent with the mission of that specific assignment.

10.1.5 **Shift Swaps**

Shift swaps, to be used as a judicious management tool, are allowed under this Agreement if approved by the Department Head.

10.1.6 **Time Off Between Shifts**

Each member shall have a minimum of eight (8) hours off duty from the time their last shift ends until the next scheduled shift begins. Including overtime shifts. In such instances, the next least senior member may be assigned to work. An exception to this rule is Court Duty.

10.1.7 **Maximum Consecutive Hours Worked**

Except for work performed in an emergency or life-threatening situation, no member may routinely work more than fourteen (14) consecutive hours if other employees are available. The parties further agree that there are situations, such as shift change day and certain days where a member will occasionally be required to work more than 12 non-consecutive hours in a day.

10.1.8 **Shift Bidding**

Shift preference shall be used to bid each shift as provided in this section and subsections. Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced into a situation where they were required to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. No member shall remain on the same shift more than four consecutive rotations. There will be triannual shift rotations.

10.1.8.1 Supervision by a Family Member

Employees may not bid a shift which would require them to be evaluated or evaluate a spouse, parent, child, sibling or any member of that employee's household. This provision applies to shift, not overtime bidding. However, the Department Head shall have the ability to require either to move to a different shift.

10.1.8.2 Shift Bid Posting Requirements

The shift bid shall be posted no later than six (6) months prior to the commencement of the applicable tour of duty. Leave shall not be denied should the department be unable to meet this deadline.

10.1.9 **Hardship Request**

Upon application of a member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.

10.1.10 **Personnel Assignments**

10.1.10.1 Disciplinary Reassignment

Members who are demoted or reassigned as the result of a disciplinary action shall be reassigned a shift until the next regularly scheduled preference bid.

10.1.10.2 Temporary Assignments

Temporary assignments, except for training duties or operational necessity, shall not exceed three years.

10.1.10.2.1 Voluntary Vacancy of Temporary Assignment

Members voluntarily electing to leave a temporary assignment early shall be assigned a shift until the next regularly scheduled preference bid.

10.1.10.2.2 Involuntary Vacancy of Temporary Assignment

A member leaving such a position other than for the reasons stated above (i.e., non-disciplinary forced transfer) will be allowed to bid for a rotation which is more than thirty (30) days from its start date.

10.1.10.3 New Hires Shift Assignment

Newly hired probationary employees shall be assigned a duty schedule by the City.

10.1.10.4 Newly Promoted Assignments

Newly promoted employees will be assigned a shift until the next regularly scheduled Shift Preference Bid.

10.1.10.5 Plan for Individual Improvement Scheduling

Employees placed on a "Plan for Individual Improvement" shall be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference shall be restored at the next shift bidding.

Section 10.2 Pay for Working in a Higher Classification. Temporarily Working Out of Class and Acting Appointments

Any Employee who is assigned by the Department Head the responsibilities and the duties of a classification for more than (1) one hour, other than that in which the Employee normally holds, shall be paid at the highest classification's rate when filling said position. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, shall continue to be paid at the rate the Employee normally receives. Members will not be required to work outside their classification for a consecutive period beyond six (6) months in a calendar year unless otherwise agreed between the City and the Association.

Section 10.3 Schedule Changes

When making Employee schedule changes, the Employer shall notify the Employee of any contemplated change in writing or electronic notification at least seven (7) calendar days prior to the same taking effect. If the Employee is not given at least seven (7) calendar days notice of the change, the Employee will be paid at the rate of time and one-half (1-1/2) for all hours worked on the first day of the new schedule. Additional hours scheduled prior to an Employee's regular starting time are not schedule changes when the regular work day is also worked. This provision shall not apply to temporary deviations to an Employee's schedule caused by unforeseen circumstances outside the control of the Employer.

Section 10.4 Court Attendance

10.4.1 On-Duty Attendance

Members required to appear for court as a result of actions performed in the line of duty shall suffer no loss in regular earnings but shall be compensated during service at the member's rate of pay if on duty. Any witness fees shall be turned over to the City.

10.4.2 Off-Duty Attendance

If members are off-duty, they shall receive pay at the appropriate overtime rate with a two (2) hour minimum pay, unless court is within 2 hours of the employees regularly schedule shift start time, then they will be paid for actual hours worked. The appearance requirement of the off-duty employee shall be limited to what is necessary to appear and attend at court.

10.4.3 Jury Duty

Any member who is required to serve on jury duty during a normally scheduled work day will be reassigned to dayshift for that day. Any payment for jury service will be signed over to the City and the member will receive their normal wage for that day. Should the member be excused from service, they are expected to report to their supervisor and complete the remaining hours of their work day.

Section 10.5 Shift Definitions and Shift Differential Pay

10.5.1 Day Shift

The "day" shift is any shift beginning between 0500 hours and 1159 hours. Shifts beginning during the "day" shift hours are paid no shift differential.

10.5.2 Swing Shift

The "swing" shift is any shift beginning between 1200 hours and 1859 hours. Shifts beginning during the "swing" shift hours are paid a 5% shift differential.

10.5.3 **Midnight Shift**

The “midnight” shift is any shift beginning between 1900 hours and 0459 hours. Shifts beginning during the “midnight” shift hours are paid an 10% shift differential.

Section 10.6 Overtime / Premium Pay

(See also, [Article 4](#) and sections [7.12\(B\)](#) and [8.9](#))

10.6.1 **Pay Increments**

Overtime shall be measured in one-half (1/2) hour increments.

10.6.2 **First Day of the Week**

For purposes of this section, the employee’s first duty day establishes the first day of the week.

10.6.3 **Employee’s Twenty-Four-Hour Day**

For purposes of determining overtime, the employee’s twenty-four (24) hour period begins at the commencement of the employee’s duty assignment start time.

10.6.4 **Personal Leave Used**

Personal Leave, other than for injury or illness, taken during a day does qualify as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.

10.6.5 **Shift Differential Applied to Overtime**

When a member works overtime hours on a shift that qualifies for shift differential pay, the City shall compute overtime pay on the basis of the following formula: Basic hourly rate plus shift differential, if any, multiplied by 1.5.

10.6.6 **Work Force Over 12 Hours in a 24-Hour Period**

Those hours of work forced over twelve (12) hours in any employee's 24-hour day will be paid at the basic rate plus shift differential multiplied by two (2).

10.6.7 **Work Force Over 12 Consecutive Hours**

Those hours of work forced over twelve (12) consecutive will be paid at the basic rate plus shift differential multiplied by two (2).

10.6.8 **Volunteered Overtime**

All volunteered overtime is paid at the basic rate, plus any shift differential, multiplied by 1.5.

10.6.9 **Short Notice Vacancies**

For purposes of this section, "short notice" means less than eleven hours (11) notice from time of notification until the start time of the shift needing to be filled.

10.6.9.1 Filling Vacancy with On-Duty Staff

When members are needed to meet personnel requirements on short notice, overtime will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of said classification members volunteer by seniority, the Department may require that the on-duty member with least seniority in the needed classification remain on duty until other personnel can be located and report for duty.

10.6.9.2 Filling Vacancy with Off-Duty Staff

The member called on short notice to work overtime from off duty status shall be paid for actual overtime worked, with a minimum of two hours of overtime, if the work shift is 2 hours prior to the employees regularly schedule shift.

10.6.10 **Medium Notice Overtime (More Than 11 Hours but Less Than 72 Hours)**

When members are needed to meet personnel requirements known more than 11 hours but less than 72 hours prior to actual assignment.

10.6.10.1 Posting of Overtime

Overtime will be offered in accordance with Long Notice. Overtime will be offered by posting and/or individual solicitation.

10.6.11 **Long Notice Overtime (Greater Than 72 Hours Notice)**

When members are needed to meet shift staffing requirements known at least seventy-two (72) hours prior to the actual assignment.

10.6.11.1 Posting of Staffing Overtime

Overtime will be determined by posting a volunteer overtime list. Overtime will be offered to employees bidding, based upon departmental needs, giving preference to classification seniority within the needed classifications.

10.6.11.1.1 Order of Officer Staffing:

Police Officer
Sergeants
Lieutenants
Detectives

10.6.11.1.2 Order of Supervising Staffing:

Lieutenants
Sergeants

10.6.12 **Special Mission Overtime**

The Department may assign overtime for specific missions of limited duration based upon the qualifications of the member and/or the specific needs of the assignment; i.e., polygraph, prior drug training, prostitution cases, DRE, etc.

10.6.13 **Other Overtime**

All other overtime shall be bid out based upon departmental seniority.

10.6.14 **No Volunteers / Forced Overtime**

In the event no volunteers are obtained in the above processes, then overtime shall be assigned in order of inverse order of seniority. However, absent an emergency or life-threatening situation and to avoid employee "burnout", no member will routinely work more than fourteen (14) consecutive hours nor be forced to work all of their off-duty days. In such instances, the next least senior member may be assigned to work.

10.6.14.1.1 When forcing a member to work overtime would result in double-time pay due to hours in a day or the number of days worked in a week, the next least senior member will be assigned to work. There will be some instances where other members are not available, or the required tasks must be completed by the specific member which would supersede this rule.

10.6.14.1.2 Any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working 10-hour shifts, or twenty-four (24) hours off for those employees working an 8-hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off or twenty-four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) [*See Appendix A diagram for flow chart of overtime*](#)

10.6.15 **Forced Overtime Alternate Time Bucket Method**

For long notice overtime where no volunteers are obtained, the Telestaff “buckets” feature may be used to determine the appropriate employee to force for the vacancy. If either party desires to change the type of time, or time period used to calculate the time bucket, a change can be made on mutual agreement.

10.6.15.1 Qualifying Time for Buckets

For purposes of this Agreement, overtime of all types will be tallied in the employee’s time bucket. A change can be made on mutual agreement.

10.6.15.2 Time Period for Buckets

For purposes of this Agreement the time bucket will be reset to zero at the beginning of each rotation. A change can be made on mutual agreement.

10.6.15.3 System Outage

In the event Telestaff is unavailable for bidding auctions or forced fill through the time bucket feature, all overtime bidding will revert to a manual paper process. Volunteered overtime will be awarded by seniority and forced overtime will be assigned in order of inverse seniority and applicable working rules.

10.6.16 **Errors in Awarding Overtime**

Should the City, by error or omission, violate the provisions of this section by failing to offer overtime work to a senior eligible member who could have worked the overtime, then the overtime work shall be offered to senior member(s) at a mutually agreeable time, for the same number of hours originally worked. An overtime situation need not exist for this time to be worked.

10.6.17 **Minimum Call Back Rate**

Members reporting to work and not put to work shall receive two (2) hours pay at their regular rate unless notified not to report within (4) hours prior to the start of the shift.

10.6.18 **Flex Schedule**

Nothing in this agreement bars the City and the Association from agreeing upon a "flex" schedule.

Section 10.7 Special Mission Assignments

The Department Head shall designate members and determine the call-out of special elements of the department, i.e., Tactical Team, Sexual Assault Unit, Traffic Units, Canine Units. Flexible scheduling is an essential element of these units.

Section 10.8 Compensatory Time Off

10.8.1 **Compensatory Time**

Except for grant funded positions or assignments where compensatory time is not reimbursed, compensatory time off in lieu of overtime may be accrued, at the member's discretion, at the appropriate overtime rate. Compensatory time off shall be taken at mutually agreeable times.

10.8.2 **Compensatory Time Cash Out**

Any compensatory time earned must be taken during the calendar year in which it is earned or paid at the end of that calendar year.

10.8.3 **Compensatory Time Carry Over for New Members**

Members, during their first three years of employment, with notice to Payroll will be allowed to carry over up to 80 hours of compensatory time, but they will be required to either take or cash out all accumulated compensatory time by December 31 of the year following the third anniversary of their date of hire.

10.8.4 **Requesting to Carry Over Compensatory Time**

Members may be allowed to carry over compensatory time into the following year with approval from the Mayor.

10.8.5 **Payment on Separation from Service**

Should a member separate from service for any reason, the member's compensatory time shall be paid at termination at the dollar value in effect at the date of termination.

Section 10.9 Meal Break

A meal break of thirty (30) minutes shall be allowed on each shift. Those employees who are subject to recall to work on their meal break shall be considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member shall be given the chance or opportunity to eat as time permits.

Section 10.10 Relief Breaks

All members shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift, and fifteen (15) minutes during the second (2nd) half of the shift. When working overtime, paid relief breaks of fifteen (15) minutes shall be taken every two (2) hours. When working other than a regular shift, fifteen (15) minute relief breaks may be taken every two (2) hours.

Section 10.11 Time Changes

When time changes to or from Alaska Standard Time, members shall be paid only for actual hours worked.

Section 10.12 Training Requirement

Any person hired to perform the duties of any position covered by this Agreement shall successfully complete training and be capable of performing all required duties of the position prior to working in solo capacity. Solo capacity shall mean working independently without direct supervision as determined by the Department Head.

Section 10.13 Officer Vehicle Program

The parties agree to continue an officer vehicle availability program. The parties agree that the operation, continuation and guidelines of this program are at the City's discretion, after due regard to Association input.

Section 10.14 Police Patrol Supervision

10.14.1 Sergeants as Watch Commander

The City may continue the current practice of utilizing Sergeants as Shift Commanders on the assigned Lieutenant's RDOs and periods of leave.

10.14.2 Sergeants Working as Watch Commander

Sergeants may not work shift commander overtime unless the overtime has been offered to and refused by all patrol shift Lieutenants first.

10.14.2.1 Pay Calculation

A Sergeant shall be paid at a 5% premium above his/her current base wage rate while working as acting Shift Commander.

10.14.3 Acting Lieutenants

Acting Lieutenants may be utilized on a continuing basis for a period up to twelve (12) months, which may be extended by mutual consent. Acting Lieutenants shall enjoy all emoluments of a regular Lieutenant during the period he/she is in acting capacity.

10.14.3.1 Pay Calculation

Acting Lieutenants shall be paid at 10% above their current step.

Section 10.15 Police Administration

10.15.1 Deputy Chief Assignment

The Department Head may assign a Deputy Chief(s) from the ranks of Lieutenants. Selection and term of service is based on criteria established by the Department Head. The Deputy Chief(s) remains in the Bargaining Unit.

- 10.15.1.1 The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to him/her by the Department Head. Except for any disciplinary action based upon just cause, the Deputy Chief maintains his/her normal classification of Lieutenant. The Deputy Chief will receive performance pay at ten percent (10%) above the base pay of their current step on Lieutenant classification scale. The Deputy Chief will not be eligible for shift differential and will not retain patrol seniority for bidding purposes while in that assignment. All time accrued in that position will be credited upon their reassignment to another assignment. Reassignment of the Deputy Chief to another assignment will not reflect negatively against his/her personnel file and will not be considered a discredit on his service record.

10.15.1.2 Lieutenant Assignments

Lieutenants assigned to positions other than Shifts (such as Investigations and Special Operations) shall serve a minimum two (2) year assignment. If mutually agreed upon by the City and the incumbent, the assignment may be extended up to a maximum of five (5) years. Except for just cause, Lieutenants in these assignments may not be removed prior to completion of a two (2) year assignment.

Section 10.16 Supervisor Compensatory Time

The nature of the work in Patrol requires Lieutenants or Sergeants working as watch commanders to report in prior to their scheduled shift for briefing, and to routinely work beyond their shift to complete necessary duties. The Department agrees to credit each member referenced above with one-half (.5) hour comp per week if the member works up to 24 hours per work week in that capacity, or one (1) hour comp per week if the member works in excess of 24 hours in that capacity per week.

Section 10.17 Standby

Members may be required to periodically report their whereabouts in order to be available for work on short notice. In such instances, the member's names shall be placed on a standby roster for the designated period of time of such a requirement. Assignments to a standby roster as well as the direct callouts from such an assignment shall be equitably rotated among members normally required to perform the anticipated duties.

If a member is required to be on call for immediate recall to work, the member shall be paid one hour of pay at the overtime rate for each time period of twelve (12) hours or less of standby. When assigned to standby on a non-floating holiday, the member shall receive two hours of overtime for each time period of twelve (12) hours or less of standby.

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member and will be paid in addition to any applicable compensation in the event the member is recalled to duty. Members on standby status shall remain available by telephone and shall remain physically and mentally fit for immediate duty. Standby shall not be used to avoid maintaining minimum staffing levels as set by the Department.

Section 10.18 Schedules

10.18.1 Blended Schedule

Management reserves the right to implement a blended schedule within the units.

10.18.2 Forty Hour Work Week

10.18.2.1 Five Days, Eight Hour Shifts

10.18.2.1.1 For members who work a five/eight shift, all work performed in excess of forty (40) hours within a week or eight (8) hours within a twenty-four-hour period shall be paid at one and one-half (1.5) times the basic rate of pay.

10.18.2.1.2 Any forced overtime that deprives the member working 5/8s of 24 consecutive hours off shall be paid at the basic rate plus shift differential times two. (Any forced hours worked within the Twenty-Four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.)

10.18.2.2 Four days, 10-Hour Shifts

10.18.2.2.1 A mutually agreeable alternative to the normal five (5) day, eight (8) hour work week shall be four (4) work days preceded or followed by three (3) consecutive days off. The member is guaranteed four (4) ten (10) hour days within the work week provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The four-day work week shall consist of four (4) ten (10) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a ten (10) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding ten (10) hours in work status per day.

10.18.2.2.2 A designated holiday will be observed on the calendar day for which it falls for all shift assigned employees. For routine work week employees assigned to the 4/10 alternative, if the holiday falls on the employee's first or second regularly scheduled day off, it will be observed on the last regular scheduled day of work in that week. If the holiday falls on the employee's third regularly scheduled day off, it shall be observed on the following day.

10.18.2.2.3 A member who works a 4/10 schedule shall be paid overtime for all hours worked in excess of ten (10) hours in a day.

10.18.2.2.4 Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.)

**ARTICLE 11 FAIRBANKS EMERGENCY COMMUNICATION CENTER (FECC)
WORK RULES**

Section 11.1 General Rules

11.1.1 Work Week

The work week in this Agreement shall consist of a forty (40) hours minimum in pay status from the start of the employees regularly scheduled duty day unless a mutually agreed alternative schedule is in place.

11.1.2 Reporting Late for Duty

When members report for work later than the scheduled starting time, they shall be placed on leave without pay for the period of their absence and their finishing time will not be extended to make up for the lost time. Periods of less than one-half (1/2) hour shall be deducted in half hour (1/2) increments.

11.1.3 Consecutive Days Off

Regardless of schedule worked, each member shall be entitled to regularly scheduled days off each week. The numbers of days off are defined by the schedule the employee works. Members should not be forced to work overtime on all of his or her off-duty days. Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working 10 or 12 hours shifts, or twenty-four (24) hours off for those employees working a 8 hours shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off or twenty-four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

[*See Appendix A diagram for flow chart of overtime*](#)

11.1.4 **Special Assignment Schedules**

Members volunteering for special assignments may be assigned a work week by the City, consistent with the mission of that specific assignment.

11.1.5 **Shift Swaps**

Shift swaps, to be used as a judicious management tool, are allowed under this Agreement if approved by the Department Head.

11.1.6 **Time Off Between Shifts**

Each member shall have a minimum of eight (8) hours off duty from the time their last shift ends until the next scheduled shift begins. An exception to this rule is Court Duty.

11.1.7 **Maximum Consecutive Hours Worked**

Except for work performed in an emergency or life-threatening situation, no member may routinely work more than sixteen (16) consecutive hours if other employees are available. The parties further agree that there are situations, such as shift change day and certain days for the relief dispatcher, where a member will occasionally be forced to work more than 12 non-consecutive hours in a day.

11.1.8 **Shift Bidding**

Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. Shift preference shall be used to bid each shift as provided in this section and subsections. No member shall remain on the same shift more than four consecutive rotations. There will be triannual shift rotations.

11.1.8.1 Supervision by a Family Member

Employees may not bid a shift which would require them to be evaluated or evaluate a spouse, parent, child, sibling or any member of that employee's household. This provision applies to shift, not overtime, bidding. However, the Department Head shall have the ability to require either to move to a different shift.

11.1.8.2 Shift Bid Posting Requirements

Shift schedules and tour assignments shall be posted no later than six (6) months prior to the commencement of the applicable tour of duty. Leave shall not be denied should the department be unable to meet this deadline.

11.1.9 **Hardship Request**

Upon application of a member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.

11.1.10 **Personnel Assignments**

11.1.10.1 Disciplinary Reassignment

Members who are demoted or reassigned as the result of a disciplinary action shall be reassigned a shift until the next regularly scheduled preference bid.

11.1.10.2 Temporary Assignments

Temporary assignments, except for training duties or operational necessity, shall not exceed three years.

11.1.10.2.1 Voluntary Vacancy of Temporary Assignment

Members voluntarily electing to leave a temporary assignment early shall be assigned a shift until the next regularly scheduled preference bid.

11.1.10.2.2 Involuntary Vacancy of Temporary Assignment

A member leaving such a position other than for the reasons stated above (i.e. non-disciplinary forced transfer) will be allowed to bid for a rotation which is more than thirty (30) days from its start date.

11.1.11 **New Hires Shift Assignment**

Newly hired probationary employees shall be assigned a duty schedule by the City.

11.1.12 **Plan for Individual Improvement Scheduling**

Employees placed on a "Plan for Individual Improvement" shall be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference shall be restored at the next shift bidding.

Section 11.2 Pay for Working in a Higher Classification. Temporarily Working Out of Class and Acting Appointments

Any Employee who is assigned by the Department Head the responsibilities and the duties of a classification for more than (1) one hour, other than that in which the Employee normally holds, shall be paid at the highest classification's rate when filling said position. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, shall continue to be paid at the rate the Employee normally receives. Members will not be required to work outside their classification for a consecutive period beyond six (6) months in a calendar year unless otherwise agreed between the City and the Association.

Section 11.3 Schedule Changes

When making Employee schedule changes, the Employer shall notify the Employee of any contemplated change in writing or electronic notification at least seven (7) calendar days prior to the same taking effect. If the Employee is not given at least seven (7) calendar days notice of the change, the Employee will be paid at the rate of time and one-half (1-1/2) for all hours worked on the first day of the new schedule. Additional hours scheduled prior to an Employee's regular starting time are not schedule changes when the regular work day is also worked. This provision shall not apply to temporary deviations to an Employee's schedule caused by unforeseen circumstances outside the control of the Employer.

Section 11.4 Court Attendance

11.4.1 On-Duty Attendance

Members required to appear for court as a result of actions performed in the line of duty shall suffer no loss in regular earnings but shall be compensated during service at the member's rate of pay if on duty. Any witness fees shall be turned over to the City.

11.4.2 Off-Duty Attendance

If members are off-duty, they shall receive pay at the appropriate overtime rate with a two (2) hour minimum pay. The appearance requirement of the off-duty employee shall be limited to what is necessary to appear and attend at court.

11.4.3 Jury Duty

Any member who is required to serve on jury duty during a normally scheduled work day will be reassigned to dayshift for that day. Any payment for jury service will be signed over to the City and the member will receive their normal wage for that day. Should the member be excused from service, they are expected to report to their supervisor and complete the remaining hours of their work day.

Section 11.5 Shift Definitions and Shift Differential Pay

11.5.1 Day Shift

The “day” shift is any shift beginning between 0500 hours and 1159 hours.

11.5.2 Swing Shift

The “swing” shift is any shift beginning between 1200 hours and 1859 hours.

11.5.3 Midnight Shift

The “midnight” shift is any shift beginning between 1900 hours and 0459 hours.

Section 11.6 Overtime / Premium Pay (See chart in Appendix A)

(See also, [Article 4](#) and sections [7.12\(B\)](#) and [8.9](#))

11.6.1 Payment Increments

Overtime shall be measured in one-half (1/2) hour increments.

11.6.2 First Day of the Week

For purposes of this section, the employee’s first duty day establishes the first day of the week.

11.6.3 Employee’s Twenty-Four-Hour Day

For purposes of determining overtime, the employee’s twenty-four (24) hour period begins at the beginning of the employee’s scheduled normal duty start time.

11.6.4 Personal Leave Used

Personal Leave, other than for injury or illness, taken during a day does qualify as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.

11.6.5 **Shift Differential Applied to Overtime**

When a member works overtime hours on a shift that qualifies for shift differential pay, the employee will be paid the overtime rate plus applicable shift differential.

11.6.6 **Work Forced Over 12 Hours in a 24-Hour Period**

Those hours of work forced over twelve (12) hours in any employee's 24-hour day will be paid at the basic rate plus shift differential multiplied by two (2).

11.6.7 **Work Forced Over 12 Consecutive Hours**

Those hours of work forced over twelve (12) consecutive hours will be paid at the basic rate plus shift differential multiplied by two (2).

11.6.8 **Volunteered Overtime**

All volunteered overtime is paid at the basic rate, plus any shift differential, multiplied by 1.5

11.6.9 **Short Notice Vacancies**

For purposes of this section, "short notice" means less than twenty-four (24) hours notice from time of notification until the start time of the shift needing to be filled.

11.6.9.1 **Filling Vacancy with On-Duty Staff**

When members are needed to meet personnel requirements on short notice, overtime will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of said classification members volunteer by seniority, the Department may require that the on-duty member with least seniority in the needed classification remain on duty until other personnel can be located and report for duty.

11.6.9.2 Filling Vacancy with Off-Duty Staff

The member called on short notice to work overtime from off duty status shall be paid for actual overtime worked, with a minimum of two hours of overtime.

11.6.9.3 Filling Vacancy for 12-Hour Shift Schedule

When filling vacancies on a 12-hour schedule follow the medium notice procedure.

11.6.10 **Medium Notice Overtime – (More Than 24 Hours But Less Than 72 Hours)**

When members are needed to meet personnel requirements known more than 24 hours but less than 72 hours prior to actual assignment.

11.6.10.1 Posting of Overtime

Overtime will be offered in accordance with Long Notice. Overtime will be offered by posting and/or individual solicitation, in a manner agreed upon by both parties.

11.6.10.2 12-Hour Shifts

If scheduled on 12 hours shift rotation the Overtime will be offered in accordance with Short Notice Overtime.

11.6.11 **Long Notice Overtime - (Greater Than 72-Hour Notice)**

When members are needed to meet shift staffing requirements known at least seventy-two (72) hours prior to the actual assignment.

11.6.11.1 Posting of Staffing Overtime

Overtime will be determined by posting a volunteer overtime list. Overtime will be offered to employees bidding, based upon departmental needs, giving preference to departmental seniority for Dispatch Staffing Overtime and Classification Seniority for Supervisor Overtime.

11.6.11.1.1 Order of Supervising Staffing:
Shift Supervisor
Lead Dispatcher

11.4.11.1.2 Order of Dispatch Staffing:
Departmental Seniority including Supervisor, Lead,
and Dispatcher

11.6.12 **Other Overtime**

All other overtime shall be bid out based upon departmental seniority.

11.6.13 **Overtime Bidding – Voluntary**

Will be available for bidding known vacancies through the Auctions module of Telestaff. Auctions will be opened for bid as needed to fill vacancies.

11.6.13.1 Sign-up All

The Telestaff “Sign Up All” feature will be utilized for awarding any additional long-term overtime after the initial monthly auction has been awarded. The senior member who has signed up for the available shift will be awarded the overtime.

11.6.14 **No Volunteers / Forced Overtime**

In the event no volunteers are obtained in the above processes, then overtime shall be assigned in inverse order of seniority. However, absent an emergency or life-threatening situation and to avoid employee "burnout", no member will routinely work more than sixteen (16) consecutive hours nor be forced to work overtime on all of their off-duty days. In such instances, the next least senior member may be assigned to work.

11.6.15 **Force Hours Pay Rate**

Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working a 10 or 12 hour shift schedule, or twenty-four (24) hours off for those employees working an 8 hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off or Twenty-four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

[See Appendix A for flow chart of overtime](#)

11.6.16 **Force Overtime**

For long notice overtime where no volunteers are obtained, the Telestaff “buckets” feature will be used to determine the appropriate employee to force for the vacancy. If either party desires to change the type of time, or time period used to calculate the time bucket, a change can be made on mutual agreement.

When forcing a member to work overtime would result in double-time pay due to hours in a day or the number of days worked in a week, the next least senior member will be assigned to work. There will be some instances where other members are not available, or the required tasks must be completed by the specific member which would supersede this rule.

11.6.16.1 Qualifying Time for Buckets

For purposes of this Agreement, overtime of all types will be tallied in the employee’s time bucket.

11.6.16.2 Time Period for Buckets

For purposes of this Agreement the time bucket will be reset to zero at the beginning of each rotation.

11.6.16.3 System Outage

In the event Telestaff is unavailable for bidding auctions or forced fill through the time bucket feature, all overtime bidding will revert to a manual paper process. Volunteered overtime will be awarded by seniority and forced overtime will be assigned in order of inverse seniority and applicable working rules.

11.6.17 **Special Mission Overtime**

The Department may assign overtime for specific missions of limited duration based upon the qualifications of the member and/or the specific needs of the assignment.

11.6.18 **Errors in Awarding Overtime**

Should the City, by error or omission, violate the provisions of this section by failing to offer overtime work to a senior eligible member who could have worked the overtime, then the overtime work shall be offered to senior member(s) at a mutually agreeable time, for the same number of hours originally worked. An overtime situation need not exist for this time to be worked.

11.6.19 **Minimum Call Back Rate**

Members reporting to work and not put to work shall receive two (2) hours pay at their regular rate unless notified not to report at the end of their previous work day or two (2) hours prior to the start of the shift.

11.6.20 **Flex Schedule**

Nothing in this agreement bars the City and the Association from agreeing upon a "flex" schedule.

Section 11.7 Compensatory Time Off

Except for grant funded positions or assignments where compensatory time is not reimbursed, compensatory time off in lieu of overtime may be accrued, at the member's discretion, at the appropriate overtime rate. Compensatory time off shall be taken at mutually agreeable times.

11.7.1 **Compensatory Time Cash Out**

Any compensatory time earned must be taken during the calendar year in which it is earned or paid at the end of that calendar year.

11.7.2 **Compensatory Time Carry Over for New Members**

Members, during their first three years of employment, with notice to Payroll will be allowed to carry over up to 80 hours of compensatory time, but they will be required to either take or cash out all accumulated compensatory time by December 31 of the year following the third anniversary of their date of hire.

11.7.3 **Requesting to Carry Over Compensatory Time**

Members may be allowed to carry over compensatory time into the following year with approval from the Mayor, or his / her designee.

11.7.4 **Payment on Separation from Service**

Should a member separate from service for any reason, the member's compensatory time shall be paid at termination at the dollar value in effect at the date of termination.

Section 11.8 Meal Break

A meal break of thirty (30) minutes shall be allowed on each shift of eight (8) hours or greater in duration. Those employees who are subject to recall to work on their meal break shall be considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member shall be given the chance or opportunity to eat as time permits.

Section 11.9 Relief Breaks

All members shall be allowed two (2) fifteen (15) minute breaks for every eight (8) hours worked and one (1) additional fifteen (15) minute break for each additional four (4) hour increment.

Section 11.10 Time Changes

During Daylight Savings Time changes, members shall be paid only for actual hours worked.

Section 11.11 Training Requirement

Any person hired to perform the duties of any position covered by this Agreement shall successfully complete training and be capable of performing the required duties of the position prior to working in solo capacity. Solo capacity shall mean working independently without direct supervision as determined by the Department Head.

Section 11.12 Shift Supervisors Acting as Department Head

Recognizing the FECC provides services well beyond the City of Fairbanks and the critical mission of the Communications center, the parties agree to continue the use of Shift Supervisor acting as the Department Head during absences.

11.12.1 Department Head Unavailable

When the Department Head is unavailable for more than twelve (12) hours to physically respond to the Center if needed, one of the Shift Supervisor will be recommended by the Department Head for appointment by the Mayor as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at interagency meetings and taking responsibility for overall operations of the Center, including staffing a dispatch console when needed.

11.12.2 Acting Department Head Standby

Standby provisions as outlined in [Section 11.13](#) shall apply to times when the Acting Dispatch Center Department Head is not on duty but available to report to work as needed.

11.12.3 Acting Department Head Pay

Shift Supervisors working as acting Department Head will be paid as the Department Head's rate of pay for regular duty hours. Any overtime will be paid at the Shift Supervisor's rate of pay following any applicable overtime rules.

Section 11.13 Dispatch Supervision

The City shall utilize Lead Dispatchers as Shift Supervisors on the assigned Shift Supervisor's RDOs and periods of leave.

11.13.1 Lead Dispatchers Working as Shift Supervisors

Lead Dispatchers may not work shift supervisor overtime unless the overtime has been offered to and refused by all Shift Supervisor's first.

11.13.1.1 Pay Calculation

A Lead shall be paid at a 7% premium above his/her current base wage rate while working as acting Shift Supervisor.

11.13.2 Acting Supervisor

Acting Shift Supervisor may be utilized on a continuing basis for a period up to twelve (12) months, which may be extended by mutual consent. Acting Shift Supervisor shall enjoy all emoluments of regular Shift Supervisor during the period he/she is in acting capacity.

11.13.2.1 Pay Calculation

Acting Supervisors shall be paid at their current step on the SUPERVISOR CLASSIFICATION pay scale.

Section 11.14 Shift Supervisor Shortage

Within 12 months of the ratification of this contract the city will implement a dispatch schedule with a supervisor on every shift at all times.

11.14.1 Leads as Supervisors

The City may use the practice of utilizing LEADS as Shift Supervisors on the assigned Supervisor's RDOs and periods of leave.

Section 11.15 Supervisor Compensatory Time

The nature of the work in Dispatch requires Shift Supervisor / Lead Dispatchers to routinely work beyond their shift to complete necessary duties. The department agrees to credit each Shift Supervisor / Lead Dispatcher with one-half (.5) hour comp per week if the member works up to 24 hours per work week, or one (1) hour comp per week if the member works in excess of 24 hours per week.

Section 11.16 Standby

Members may be required to periodically report their whereabouts in order to be available for work on short notice. In such instances, the member's names shall be placed on a standby roster for the designated period of time of such a requirement. Assignments to a standby roster as well as the direct callouts from such an assignment shall be equitably rotated among members normally required to perform the anticipated duties.

11.16.1 Immediate Recall

If a member is required to be on call for immediate recall to work, the member shall be paid two hours of pay at the overtime rate for each time period of twelve (12) hours or less of standby. When assigned to standby on a non-floating holiday, the member shall receive four hours of overtime for each time period of twelve (12) hours or less of standby.

11.16.2 Standby

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member and will be paid in addition to any applicable compensation in the event the member is recalled to duty. Members on standby status shall remain available by telephone and shall remain physically and mentally fit for immediate duty. Standby shall not be used to avoid maintaining minimum staffing levels as set by the Department.

Section 11.17 Schedules ([See chart in Appendix A](#))

11.17.1 Blended Schedules

Management reserves the right to implement blended schedules within units.

11.17.2 Forty-Hour Work Week Schedules:

11.17.2.1 Five Days, Eight Hour Shifts

11.17.2.1.1 For members who work a five/eight shift, all work performed in excess of forty (40) hours within a week or eight (8) hours within a twenty-four-hour period shall be paid at one and one-half (1.5) times the basic rate of pay.

11.17.2.1.2 Any forced overtime that deprives the member working 5/8s of 24 consecutive hours off shall be paid at the basic rate plus shift differential times two. (Any forced hours worked within the Twenty-Four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

11.17.3 **Four Day, 10 Hour Shifts**

- 11.17.3.1 A mutually agreeable alternative to the normal five (5) day, eight (8) hour work week shall be four (4) work days preceded or followed by three (3) consecutive days off. The member is guaranteed four (4) ten (10) hour days within the work week provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The four-day work week shall consist of four (4) ten (10) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a ten (10) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding ten (10) hours in work status per day.
- 11.17.3.2 A member who works a 4/10 schedule shall be paid overtime for all hours worked in excess of ten (10) hours in a day.
- 11.17.3.3 Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

11.17.4 **FECC 12-Hour Schedule Work Rules**

- 11.17.4.1 A mutually agreeable alternative for FECC to the normal forty hour work week schedules (five (5) day, eight hour work week or four (4) day, 10 hour work week) shall consist of a work week of an alternating schedule of three (3) 12 hour consecutive work days, followed by four (4) consecutive days off, and four (4) 12 hour work days followed by three (3) consecutive days off.
- 11.17.4.2 Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

11.17.4.3 There will be a total of 4 Shift Supervisors, with one being assigned to each shift.

11.17.4.4 Because the 12-hour work schedule has members working 36 hours one week and 44 hours the next, hours worked after the members regularly scheduled hours for the week will be paid at the appropriate overtime rate plus applicable shift differential.

11.17.5 **Miscellaneous Provisions**

Other mutually agreed upon schedules are permitted in addition to those above on a limited basis for operational necessity

ARTICLE 12 HOLIDAYS

Section 12.1 Holidays

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

New Year's Day	-	January 1
President's Day	-	3rd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	1st Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	4th Thursday in November
Christmas Day	-	December 25

And such other days as the City Council, by Resolution, may fix as holidays for all City employees. Should any other City employees be awarded any holidays in addition to the above, such additional holidays shall be holidays for the members of this Bargaining Unit as well. In addition, each member shall receive two (2) paid personal days of leave each year, to be scheduled at the mutual consent of the parties. A personal holiday does not carry over to successive years and has no monetary value: if not taken each year it is lost.

Section 12.2 Weekend Holidays

A designated holiday will normally be observed on the calendar day on which it falls, except that members 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 members designated in advance by the appropriate supervisor will be required to work on a designated holiday.

Section 12.3 Holiday During Leave

If a holiday falls during an employee's vacation or extended leave due to illness/injury, the employee shall receive holiday pay equal to that employee's regular scheduled shift for the holiday and shall not be charged leave time for that day. Regular employees on lay-off shall be paid holidays if they have worked or received compensation for any part of the month in which the holiday occurs.

Section 12.4 Holiday Compensatory Time

A member who works a holiday under this article may elect to accrue compensatory time off at the appropriate rate in lieu of receipt of monetary payments pursuant to this Article.

ARTICLE 13 LEAVE

Section 13.1 Personal Leave

13.1.1 Personal Leave Accumulation

Personal Leave shall accumulate at the rate shown below. Employment for eight (8) or more days shall be considered employment for a full pay period for the purpose of computing personal leave.

One - Two Years:	160 hours per calendar year
Three – Five Years:	200 hours per calendar year
Over Five Years:	240 hours per calendar year

13.1.2 No Limit of Leave Accumulation

There shall be no limit on the number of hours that may be accrued in the leave bank.

Section 13.2 Leave Requests

Scheduled personal leave may be taken at any time mutually agreeable to the Department Head, or designee, and the employee. When Personal Leave is used for illness the employee shall notify the supervisor not later than one (1) hour prior to the employee's scheduled reporting time. Such use of Personal Leave shall not be denied. The parties agree to work together to prevent the misuse of Personal Leave as sick leave.

Section 13.3 Scheduled Personal Leave

13.3.1 Personal Leave Scheduling

Except in emergency situations, members' scheduled Personal Leave may be taken at a time agreeable with the employee and consistent with operational requirements. Vacation schedules shall be bid, and be awarded, by the amount of unused personal leave. The employee with the most Personal Leave on the date of a request, less any previously approved leave but unused, shall be number one for bid purposes. If personal leave is equal, classification seniority will determine priority. An employee shall notify the Department Head through his/her supervisor at least one (1) day in advance when not more than two (2) days of leave are desired, or at least one (1) week in advance when longer periods of leave are desired. Leave requests for periods of leave in excess of two (2) days shall be considered confirmed if not denied to the employee by the appropriate authority within five (5) working days of the request. The written denial shall be given to the employee.

13.3.2 Leave Denied, Cancelled, or Terminated

An employee's scheduled leave may be denied, cancelled, or terminated by the Department Head when the leave is not consistent with operational requirements. In case of such denial, the leave will accrue until taken.

13.3.3 Leave Usage

Only earned leave may be requested or taken. Employees may not take scheduled Personal leave until the completion of field training. On a case by case basis Department Head may approve leave outside of this section.

13.3.4 Probationary Period Leave

Employees serving a probationary period on their original appointment leaving the City service without satisfactorily completing their probationary period shall not be entitled or compensated for any accrued leave.

Section 13.4 Termination

Upon termination, of any employee covered by this Agreement, accrued Personal Leave shall be cashed out at 105% of the current value.

Section 13.5 Draw down of Personal Leave

Employees may elect to “cash out” leave hours at 105% of the current value, provided that members may not “cash out” below 80 hours. The "cashed out" hours may be directed to be deposited into the employee’s Deferred Compensation account. Cash outs are not considered compensable hours for pension benefit payments, which will not be included in the cash out payment.

Section 13.6 Exceptions Regarding Leave Cash-Outs

13.6.1 Leave Cash-out for Deferred Compensation

Employees electing to utilize their leave bank cash out for Deferred Compensation catch up shall be exempt from the hour limit on Personal Leave draw down.

13.6.2 Leave Cash-out for Hardship

In the event of a financial, medical, or personal hardship affecting the Employee or his or her spouse and/or dependents, or other special circumstances as approved by the City Mayor, the Employee shall upon request to the Employer receive payment for all accrued Personal Leave. If a dispute arises as to what constitutes a hardship, a Labor-Management Committee with two representatives from each party will convene. If the Committee's decision results in a tie, the City Mayor will decide the issue. The Employee shall receive payment within seven (7) business days of the request for payment.

13.6.3 Leave Cash-out Change in Job Status

A laid off or reclassified Employee who has bumped or moved into a lower paying job classification shall be credited with Personal Leave at the value it accrued on the day prior to reclassification.

Section 13.7 Leave Without Pay

13.7.1 Authority

At the request of the employee, the City Mayor may grant an employee leave without pay when it is in the best interest of the City to do so.

13.7.2 Leave Without Pay Request

The employee request may be considered when the employee has shown by his or her record to be of more than average value to the City and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave of absence at the discretion of the Department Head and with the prior written approval of the City Mayor, the employee's position may be filled by limited-term appointment, temporary promotion or temporary reassignment of any employee. At the expiration of the leave without pay the employee has the right to, and shall be reinstated to, the position vacated if the position still exists; or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service, but any period in excess of ten (10) days in any calendar year may not be creditable for vesting or retirement under the State of Alaska Public Employee's Retirement System. Longevity credits for purposes of completing probation, pay anniversary date, and accumulation of leave benefits shall be suspended during the period of leave without pay. City medical benefits shall continue during any period of leave without pay.

13.7.3 Requested Reduction in Hours

At the request of the employee, the City Mayor may grant an employee a voluntary reduction in hours if and when the City Mayor determines it is in the best interest of the City to do so.

Section 13.8 Military Leave

An Employee who has completed his/her 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 twenty (20) working days per calendar year. Such military leave shall be with basic rate if all military pay, not to include reimbursements for lodging, food, etc., the Employee receives for the duties performed on such leave is paid to the City. The City Mayor may grant additional periods of military leave in the event of hardship due to an extended involuntary employee call up in conformity with federal and state law.

Section 13.9 Family Medical Leave Act

The City will comply with the Family Medical Leave Act and the Alaska Family Leave Act.

Section 13.10 Funeral Leave

Any employee's Personal Leave or Leave Without Pay may be used for illness or bereavement.

Section 13.11 Donated Leave

Employees may assist other Employees in time of need, with Department Head approval. The following shall be the vehicle for that purpose:

13.11.1 Minimum Hours Donated Leave

Each Employee wishing to donate Personal Leave will submit their donation of not less than four (4) hours in accordance with Department policy.

13.11.2 Donated Leave Conversion

The leave will be converted to the cash value of the donating employee's leave and paid to the receiving employee at his/her equivalent hourly rate.

Section 13.12 Business Leave

13.12.1 Business Leave Annual Donations

There is hereby created a chapter business leave bank which shall be administered by the City with a monthly report of the balance and withdrawals provided to the Chapter Chair. The Chapter Chair reserves the right to require employees to transfer up to four (4) hours of annual leave into the chapter leave bank. Such request shall only be made upon approval of the Executive Board and only if the balance in the bank is not sufficient to cover withdrawal requests.

13.12.2 Voluntary Business Leave Donation

In addition, any employee at the employee's option may transfer additional annual leave to the Bank. Transfers may be made at any time during the duration of this Agreement with no maximum limit of the number of days except that any employee may not transfer more leave than is posted on the employee's annual leave balance at the time of the authorization. The employee's leave balance will then be reduced by the amount of leave transferred to the Bank.

13.12.3 Business Leave Withdrawal

Withdrawal requests from the Bank will be for purposes designated by the Chapter Chair and the Finance Director shall be notified. The release of employees for chapter leave shall be handled on the same basis and release from duty for annual leave, except that such release shall not be unreasonably withheld by their supervisor.

ARTICLE 14 PAY PERIODS

Section 14.1 Pay Periods

Pay periods covering days worked from the first (1st) to the fifteenth (15th) and from the sixteenth (16th) to the last day of the month shall be established. Pay days shall normally be on the fifteenth (15th) and the last day of each month. If pay day falls on Saturday, Sunday, or a holiday, then pay day shall be the last scheduled work day before the break period.

Section 14.2 Change of Pay Period

The City reserves the right to establish a bi-weekly pay period upon thirty (30) calendar days notice to the Association. If established, pay day shall fall on every other Friday. If pay day falls on a holiday, then pay day shall be the last scheduled work day before the holiday break period.

Section 14.3 Employee Time Sheets

14.3.1 Leave and Earnings Statement

The City shall furnish each member with an itemized statement of earnings and deductions specifying hours paid, straight time, overtime, personal leave pay, holiday pay and other compensation payable to the member which is included in the check. Pay checks shall be available no later than 1200 hours on each pay day, except for circumstances beyond the control of the City.

14.3.2 Time Sheet Changes

Changes to a member's time sheet shall be forwarded to the member and the Administrative Assistant as soon as possible and prior to the next scheduled pay day.

14.3.3 Time Sheet Disclosure

Time Sheets shall be made available by the Employer for inspection by the Employee or PSEA Representative upon twenty-four (24) hours' notice by the Association.

Section 14.4 PERS Contribution

The City shall make available during regular business hours to each member an itemized accounting specifying both the Employer's and Employee's contributions to the PERS system for that employee.

ARTICLE 15 PROBATION

Section 15.1 Probationary Period

All Department employees shall serve a probationary period effective from the date of hire and extending six (6) months beyond completion of field training. The time period of six (6) months means actual time worked including regular days off but does not include leave without pay. Such time must be satisfactorily made up before probationary periods will be considered completed. Based upon performance evaluations, the probationary period may be extended in lieu of termination at the discretion of the Department Head for a period not to exceed one-half (1/2) of the original probationary time. This extension is in addition to any time being made up as noted above.

Section 15.2 Promotional Probation

The probationary, or working test period, is an integral part of the promotion process. It shall be utilized to observe closely the member's work, to secure the most effective adjustment of a new or promoted employee to their position, and to dismiss a probationary member whose performance does not meet required work standards.

15.2.1 Probation Length

Employees who are promoted or transferred at their own initiative shall complete a probationary period of six (6) months for all positions, however, the employee may be demoted to their former position at any time during this probationary period without the right to file a grievance.

Section 15.3 Returning to Bargaining Unit

Employees who accept a promotion out of the Bargaining Unit are entitled to bump back to their former position in the Bargaining Unit if they do not successfully complete probation in the promoted position. Employees who bump back are entitled to regain their Bargaining Unit seniority as of the date they accepted promotion. If the employee's former position is not available, the promoted employee shall have first preference to occupy any vacant Bargaining Unit position for which the employee is otherwise qualified, but in no event shall a promoted employee be permitted to bump a Bargaining Unit employee into a lower rank or lay-off status.

ARTICLE 16 LAY-OFF AND RECALL

Section 16.1 Lay-off

The Department Head, upon approval of the City Mayor, or designee, may lay off an employee when deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material changes which are outside the employee's control and which do not reflect discredit upon the service of the employee. The City will meet with the Association to consider any alternatives to lay-offs. The duties performed by any laid off employee may be re-assigned to other employees within that classification who are already working. A lay-off of less than twenty-four (24) months, after which the employee returns to work at the first available opportunity, shall not be considered a separation. Longevity credits for purposes of completing probation, pay anniversary date, and the accumulation of leave benefits shall be suspended during the period of lay-off.

Section 16.2 Lay-off Bumping

In case of lay-off the sequence of downward bumping will be in accordance with the following classifications. Regular full-time employees will take precedence over part-time or temporary employees:

Police:

Lieutenant

Sergeant

Detective

Police Officer/Investigator

Administrative Assistant

Evidence Custodian

Clerk

Dispatch:

Shift Supervisor

Dispatcher

Administrative Assistant

Call Taker

Clerk

Section 16.3 Lay-off Order

16.3.1 Inverse Seniority

Lay-offs shall be made in inverse order of seniority within the affected classification, except as provided elsewhere in this Agreement for Chapter Chair and Vice-Chair. Except when moving into the Police Officer classification, a laid off member will be allowed to move into any parallel or lower classification where the laid off employee has more overall Department seniority than the least senior person in that classification. In the case where a laid off member seeks to move into the Police Officer classification, departmental seniority alone shall govern.

16.3.2 Notification of Lay-off

The member shall have five (5) business days from the date he/she receives the lay-off notice and a lay-off list of all positions in the classification seniority group in which to exercise an election. Each member displaced by this procedure shall, in turn, have the right to use this procedure.

16.3.3 Seniority Determination

If two or more members have identical classification group seniority or departmental seniority, the order of lay-off shall be determined by the following:

- 16.3.3.1 A veteran shall be given preference over a non-veteran in accord with Alaska Statutes.
- 16.3.3.2 In any case that cannot be determined by the application of veteran's preference, seniority shall be determined alphabetically by last name at the time of hire.

16.3.4 **Other Classification Lay-off**

No regular or probationary member shall be laid off while there is emergency, temporary, provisional, seasonal or volunteer members serving in the same classification group performing work which could reasonably be assigned to regular or probationary members, based upon the minimum qualifications for the classification.

16.3.5 **Non-Bargaining Unit Employee**

No permanent Bargaining Unit employee shall be laid off because a non-Bargaining Unit employee wishes to return from his/her position to a Bargaining Unit position.

16.3.6 **Other Classification Hiring**

No temporary, provisional or seasonal members shall be hired while regular or probationary member(s) are on lay-off status unless no laid off member offered the position accepts. A laid off member may reject a non-permanent job without losing lay-off recall rights. Notice to the laid off member shall include the estimated duration of the job if the City reasonably expects the position to be less than full-time regular.

16.3.7 **Temporary Recall**

If the City hires a recalled member for a position which lasts thirty (30) days or less, the recalled member shall receive fifteen percent (15%) above base wage in lieu of benefits.

16.3.8 **Permanent Recall**

If the position lasts over thirty (30) days, the recalled member shall be given regular status during the period of recall. In such event, the recalled member shall not be entitled to the fifteen percent (15%) in lieu of benefits.

Section 16.4 Written Notice

In every case of lay-off or proposed lay-off of any regular or probationary member, the City shall give the member at least sixty (60) days written notice in advance of the effective date. Concurrently, all members on the lay-off list from which the laid off member may exercise an election shall receive notice of the lay-off, its effective date and the possibility of being displaced. The member laid off through the displacement process shall receive notice in advance of the potential lay-off and at least ten (10) business days written notice in advance of the effective date of actual lay-off.

Section 16.5 Lay-off Procedure

16.5.1 Lay-off List

Procedure Upon lay-off, the laid off member shall be placed on the lay-off list for that classification group from which the member was laid off, and for the Bargaining Unit. Recall rights exist for five (5) years from the effective date of the lay-off.

- 16.5.1.1 The classification lay-off list shall be ranked in inverse order of lay-off. The recalled position shall be offered to the first member on the classification lay-off list.
- 16.5.1.2 If the seniority group lay-off list is exhausted and eligible member(s) decline appointment or are not available, then the position shall be offered to the qualified member with the most City seniority of those members on the Bargaining Unit lay-off list. In order to receive recall notice from the bargaining unit lay-off list, the member shall provide written notice to the City at the time of lay-off of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the Bargaining Unit lay-off list.
- 16.5.1.3 The laid off member who is offered a recall must have the skills and abilities to perform the position for which recalled. Vacant positions which are to be filled may be filled through promotion provided no member is on lay-off from the classification. However, if later again vacated, the position may subsequently be filled only in accordance with this article.
- 16.5.1.4 Upon recall to the original position, the member's salary shall be adjusted upward, step for step, to the appropriate range.

- 16.5.1.5 If a member is recalled to a position in which he/she has attained regular status, the recalled member shall be appointed to that position as a permanent member. If a member is recalled to a position in which he/she has not attained regular status, the recalled member shall be appointed to that position as a probationary member.

Section 16.6 Notice of Recall

Notice of recall shall be sent to all eligible laid off members by Certified Mail to the last address provided the City Personnel Office by the member and to the Association office in writing. The members on the recall list shall within fourteen (14) days after receipt of the recall notice notify the City in writing as to his/her decision regarding the recall offer. The member at the top of the recall list shall have the first opportunity to accept the position provided he/she possesses the qualifications for the position being recalled. If the City does not receive notice as required above from the member first eligible for recall within fourteen (14) days of when the recall notice was postmarked, then that member 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.

ARTICLE 17 SENIORITY

Section 17.1 Termination of Seniority

Department Seniority shall be terminated upon:

- Discharge
- Resignation
- Lay-off for a period of five (5) years or more, or inability to return to work from a job-incurred injury or illness of five (5) years or more.
- Willful abandonment of position (Failure to report for duty within three days following approved absence).

Section 17.2 Seniority Preserved

Department Seniority shall not be interrupted by:

- Periods of approved leave, including Workers' Compensation absences
- Military leave for Reserve Training
- Active military duty when recall for such duty is beyond the control of the member
- Promotion out of the Bargaining Unit during the first six (6) months
- Retirement disability up to five (5) years
- FMLA

*Any periods of Leave Without Pay (LWOP) other than list above shall result in seniority being frozen for all periods of absence.

Section 17.3 Seniority Defined

The member with the longest term of credited service with the Department shall be number one (1) on the Department Seniority list and all other members shall be listed accordingly. The Department shall yearly prepare and prominently post a Department Seniority roster in each work area of the Department. Seniority, as defined in this Agreement, shall in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case.

Section 17.4 Seniority Promotion/Demotion

17.4.1 Promoting Outside of Bargaining Unit

If a member is promoted into a classification in the Department outside this Bargaining Unit, his/her classification seniority shall continue to accrue in his/her former position for up to (6) six months after promotion. Thereafter, the Bargaining Unit and classification seniority of the member promoted outside the Bargaining Unit shall terminate.

17.4.2 Returning to Bargaining Unit

Employees promoted out of this Bargaining Unit who are involuntarily demoted or whose positions are eliminated shall be returned with departmental seniority and shall have their classification seniority restored for the classification they occupy, if any. If the seniority of the returning member is sufficient, this may necessitate the lay-off of a less senior Bargaining Unit member in accordance with the seniority provisions of this Agreement.

Section 17.5 Transfer / Return Seniority

17.5.1 Change in Classification

If a member transfers to a different classification within the Bargaining Unit, his/her former classification is frozen at the time of occupancy of the new classification.

17.5.2 **Involuntary Return for Disciplinary Reasons**

If a member is involuntarily returned from a Bargaining Unit position to his/her former classification due to disciplinary action, his/her classification seniority within the departing position will not accrue toward his/her classification seniority in the former position.

17.5.3 **Involuntary Return for Non-Disciplinary Reasons**

If a member is involuntarily returned from a Bargaining Unit position to his/her former classification due to non-disciplinary reasons, the time spent in his/her involuntary classification will accrue toward his/her classification seniority in his/her former position upon return to his/her former position.

17.5.4 **Temporary Seniority Accrual**

If a member accepts a promotion to another position within the Bargaining Unit, the member will continue to accrue classification seniority in his/her former position for up to six (6) months. If the promoted member remains in his/her current position beyond six (6) months, his/her former classification seniority will be frozen at the time reflecting the date of his/her promotion.

ARTICLE 18 DISCIPLINARY ACTION

Section 18.1 Counseling

Whenever employee performance, attitude, work habits or personal conduct at any time falls to a level unsatisfactory to their supervisor, the supervisor shall inform the employee promptly and specifically of such lapses and give counsel and guidance. A letter or departmental form of counseling, as distinguished from a letter of reprimand, shall not be considered disciplinary action and shall not be subject to the grievance procedure, nor shall it be placed in the employee's personnel file. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the records contained in the employee's personnel file.

Section 18.2 Written Reprimand

In situations where an oral or written counseling/warning has not resulted in the expected improvement, or where a more severe initial action is warranted, a written reprimand will be sent to the member, a copy shall be placed in the member's personnel file and a copy will be sent to PSEA.

Section 18.3 Suspension Without Pay

An employee may be suspended without pay and/or demoted by his/her Department Head with approval of the City Mayor, or designee, for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence, or other justifiable reason when alternate personnel actions are not appropriate. Employees shall be furnished an advance written notice at least twenty-four (24) hours prior to the effective date containing the nature of the proposed action. Said employee shall be advised that he/she is entitled to have a PSEA Staff representative present at any meeting where disciplinary actions are contemplated or possible. If a member is suspended for a period of days, rather than a term of consecutive hours, the term "day" shall be deemed to mean that the member is suspended for the full twenty-four (24) hours of such day.

Section 18.4 Reasons for Dismissal

The City Mayor or designee may dismiss any member for just cause. Reasons for dismissal may include but shall not be limited to:

- Failure to meet prescribed standards of work, morality and ethics to an extent that makes a member unsuitable for employment in the Department
- Theft or unjustified destruction of City property
- Incompetence, inefficiency, or negligence in the performance of duty
- Insubordination
- Conviction of a felony, or a misdemeanor involving moral turpitude
- Notoriously disgraceful personal conduct
- Unauthorized absence
- Acceptance of any consideration which was given or accepted with the expectation of influencing the member in the performance of his/her duties
- Falsification of records or use of official position for personal advantage
- Threatening or intimidating action against another member.

Section 18.5 Termination Pay

When a member is terminated, or effects a separation, the member shall be paid all accrued earnings in accordance with State law and the provisions of this Agreement.

Section 18.6 Appeal

An employee may appeal disciplinary action under this section pursuant to the grievance procedure as set forth under [Article 8](#) of this Agreement. If the employee fails to appeal the suspension and/or demotion, the action shall become effective on the date specified. During the appeals procedure of any discipline less than termination, the employee shall be retained in duty status, or placed on leave with pay, at the discretion of the City Mayor or designee.

Section 18.7 Notice of Termination from City

The City agrees all permanent Employees who have completed probationary requirements shall be given thirty (30) days notice of separation, or thirty (30) days pay, computed at the base hourly rate, in lieu of notice.

Section 18.8 Notice of Termination from Employee

All Employees who have been in employment thirty (30) days or more shall give the City two (2) weeks notice before leaving his or her employment unless mutually agreed beforehand between the City and the Employee. Notation of failure to give notice will be placed in the Employee's personnel file.

Section 18.9 Standards for Demotion/Discharge

No member shall be disciplined, demoted or discharged except for "just cause."

ARTICLE 19 CLASSIFICATION AND HOURLY WAGE RATES

Section 19.1 Special Duty Pay

FTOs performing department-sanctioned on-the-job training, Lieutenants and Sergeants assigned to the Investigations, personnel assigned to PIO duties, civilian supervisors, lead detective, and K-9 officers will receive a five percent (5%) allowance for the performance of these duties. This allowance will be calculated on the base wage of the employee.

Section 19.2 Differential

All members assigned to shift work will receive a shift differential for the hardship which the shift work causes of five percent (5%) for swing shift and ten percent (10%) for mid-shift for all hours worked. When a member is assigned to a relief duty tour which involves working multiple shifts during a work week, he/she shall receive the higher differential for which the member is eligible for all hours worked during such periods of the tour.

Section 19.3 Pay Scale – See [Appendix B](#)

Section 19.4 Recruit Officer Pay in the Academy

- 19.4.1 Recruit Officers attending the Basic Peace Officers Training Course are assigned to a 16-hour duty day for seven days per week.
- 19.4.2 All duty in excess of forty (40) hours per week, or 8 hours in a day, will be paid at the academy overtime rate. The academy rate of pay is defined in part 19.4.4 of this Article.
- 19.4.3 Police Officers returning to regular service after completing the Police Academy shall be moved to Recruit II step.
- 19.4.4 The rate of pay for members while attending the Alaska Law Enforcement Training Course (police academy) will be 23% percent of the Police Officer One (PO 1) step. This calculation will be referred to as the academy rate of pay.

- 19.4.5 The city understands that academy schedules are fluid and a recruit officer may not be assigned specific tasks for all the hours credited to work. This work schedule will be credited regardless of the actual day to day schedule.
- 19.4.6 The academy rate would replace the existing Recruit 1 pay step and is designed to be the equivalent pay as the current Recruit 1 step for 40 credit hours.
- 19.4.7 The academy provisions will supersede any conflicting overtime work rules found in this agreement for all members in Recruit 1 status.

Section 19.5 Lateral Hires

Newly hired officers who have at least three (3) years of experience as a sworn law enforcement officer or dispatcher with a qualified police agency may be paid at the appropriate step of the Police Officer or dispatcher Pay Scale, at the discretion of the Mayor.

Section 19.6 Classification Changes

19.6.1 Promotion

Employees receiving a promotion to a higher classification will move to a step within the new classification as follows:

- Officer to Detective-step within new classification which gives them a minimum of 5% pay increase.
- Detective to Sergeant-step within new classification which gives them a minimum of 5% pay increase.
- Officer to Sergeant-step within new classification which gives them a minimum of 10% pay increase.
- Sergeant to Lieutenant-step within new classification which gives them a minimum of 10% pay increase.
- Dispatcher to Dispatch Supervisor step within new classification which gives them a minimum of 20% pay increase.
- All other employees will move to the same step within their new classification.

19.6.2 **Involuntary Change of Classification**

An employee who involuntarily changes classification, for other than disciplinary reasons will begin at the "Start Step" within that classification, unless that would result in a pay decrease. In that case the employee will continue to earn his/her current wage until qualified for the next step increase within the new classification which will result in a pay increase.

19.6.3 **Voluntary Change of Classification**

If the change to a lower classification is voluntary, the employees pay will decrease inversely as outlined in paragraph [19.6.1](#).

19.6.4 **Disciplinary Change of Classification**

In the event of a disciplinary demotion, the employee will be paid at the step appropriate to the previous time in the lower classification.

Section 19.7 City Created New or Changed Classifications

If the City creates new or changed job classifications or duties not set forth in current job descriptions, the City and Chapter shall negotiate on the appropriate rates for such classifications or new duties before the implementation of any changes. If the parties are unable to agree upon a rate for a new or changed classification, interest arbitration will be used.

Section 19.8 New or Changed Classifications

Where new types of equipment or procedures are instituted resulting in new or changed job classifications not established by this Agreement, the City and Chapter shall meet and confer on the appropriate rates for such classifications.

ARTICLE 20 EDUCATION PAY

Section 20.1 Education and Certification Pay

20.1.1 Licensing and Certification

All costs to obtain and maintain required licensing or certification shall be paid by the City. All training conducted in accordance with this section shall be considered as duty time.

20.1.2 APSC Certification Pay

Commissioned employees through the rank of sergeant who obtain an Alaska Police Standards Council (APSC) certificate shall receive an adjustment of \$1,250.00 for an Intermediate Certificate and \$2,750.00 for an Advanced Certificate, added to the employee's base wage starting on the next following paycheck, after issuance by APSC.

20.1.3 Lieutenant APSC Pay

Lieutenants shall receive compensation for advanced certification pay in the amount of \$3000.00 annually, paid the second payroll of the year.

Section 20.2 Continuing Education Reimbursement

With prior approval of the Department Head, employees who are continuing their education by attending college on their off-duty time where they majored in criminal justice, administration of justice, or related approved fields of study, will be reimbursed by the City for tuition, books, and other costs of education upon the successful completion of the course and upon the presentation of a documented expense account. Successful completion of the course shall mean the conclusion of any quarterly or semester course in any subject directly related to the obtaining of the degree in the major above stated or the equivalent thereof with a grade of "C" or better.

Section 20.3 Continuing Education Reimbursement

Members, with prior approval from the Department Head, may be reimbursed for tuition and books for successful completion of courses or seminars which relate directly to the member's current job classification.

Section 20.4 Lieutenant Seminar or Training

It is the object of the City to keep Employees up to date on current practices of their profession. Each Lieutenant shall attend, at City expense up to a maximum of \$1,500.00 direct cost (airfare, hotel, per diem, course material), at least one work-related seminar or training course of the employee's choice every calendar year.

Section 20.5 Commitment to Professional Development

The parties recognize that the City operates in a constrained fiscal environment. The City and the Association will continue working together to identify training opportunities for employee professional development.

ARTICLE 21 EQUIPMENT AND CLOTHING

Section 21.1 City 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. Upon termination of employment, each Employee shall return to the City any property of any kind belonging to the City

Section 21.2 Equipment and Clothing Property

Employees shall not be responsible for lost, damaged or stolen property or cargo in cases when the Employee followed Department policy in securing, operating, or handling said property or cargo.

Section 21.3 Personal Property

In the event the Department Head approves the use of the Employee's personal property during such Employee's normal duties, the City shall reimburse the Employee for the repair or replacement of said personal property in the event it is stolen or damaged all in accordance with Section [21.2](#), provided that the City will not be responsible for damage to employee property that is inappropriate for on duty use.

Section 21.4 Improved Equipment

The City shall make an effort to provide Employees with equipment that will allow the Employee to work efficiently and improve productivity, i.e., computers, vehicles, and all other equipment and instruments necessary to perform the work.

21.4.1 Unsafe Equipment

No employee shall be required to operate any unsafe equipment. No disciplinary action or other form of discrimination shall be instituted against any employee for questioning whether a piece of equipment is safe.

Section 21.5 Cleaning Allowance

Police Department members covered by this Agreement shall receive a cleaning allowance in the amount of sixty-five dollars (\$65.00) per month, except for those complete months when the member is on Workers Compensation leave or leave without pay, for the life of this Agreement. If the Employee resigns or is terminated, the Employee shall surrender all issued items, or the cost of such items not surrendered shall be deducted from the Employee's final check.

Section 21.6 Initial Issue Uniforms.

21.6.1 Issued Clothing

Each commissioned member shall be issued the following City owned property for use:

Police Department

Badges	(1 shirt & 1 flat)
Shirts (Short Sleeve)	3
Shirts (Long Sleeve)	3
Trousers	3
Ties	1
Hat (Summer) w/Rain Cover	1
Hat (Winter)	1
Parka	1
Utility Jacket	1
Raincoat	1
Gloves	1 pair per year
Bullet Proof Vest (Level 3A minimum)	1

Dept. Approved Duty Footwear

\$125/yr. For summer footwear

\$150/yr. For winter footwear

Both footwear allowances to be paid in a single disbursement of \$275 in January of each year.

Gun belt set with Weapon	1
Coveralls*	1 set

All the above items will be replaced by the City on an "as needed" basis to ensure each member has a full complement of issued items in good serviceable condition.

*As required by the Department.

Section 21.7 Sidearm

The City shall provide each Commissioned Officer with an approved side arm for use on and off duty. Upon retirement, the Commissioned Officer will be presented with his/her sidearm and badge.

Section 21.8 Clothing Allowance

All non-uniformed commissioned officers and uniformed civilian employees shall be given up to \$500.00 allowance in January each year to maintain/replace approved clothing for their on-duty use.

Section 21.9 Incidental Purchase Allowance

The Department will pay each commissioned officer \$150.00 in January of each year for incidental purchases of duty equipment.

ARTICLE 22 FILLING OF VACANCIES

Section 22.1 Promotion/Transfer

Promotion/transfer - When a vacancy occurs, or a new position is established within the Bargaining Unit for which there is no one on the lay-off list, the parties agree that the vacancy shall be filled from among bargaining unit members if a qualified member applies.

Section 22.2 Qualifications

The parties understand and agree that all City employees shall be engaged and promoted solely on the basis of merit and fitness. The City shall maintain an equitable examination process to assist in determining applicant qualifications. Applicants will be required to pass a professionally prepared examination. Examinations shall be practical in character and shall relate to the duties and responsibilities of the position for which the applicant is being examined and shall fairly test the relative merit and fitness of persons examined to perform the duties of the position to which they seek appointment. Examinations may be composed of written examinations, assessment centers, oral examinations, physical examinations, psychological evaluations, training and experience, or any combination thereof, provided that any component of the examination process shall be applied uniformly among applicants at each stage of the evaluation process. The applicant's training, experience and previous work experience shall be considered.

Section 22.3 Vacancy Announcements

Vacancy announcements shall specify the position's opening date, the date the notice was posted, the job description and title, and other pertinent information concerning the closing date. A copy of all such notices relative to positions within the coverage of this Agreement shall be posted.

Section 22.4 Applications

Applications are to be accepted for vacant or newly created positions within the Bargaining Unit. They shall be submitted on the city application form. The announcement from the Human Resources Dept will state instructions for their acceptance.

Section 22.5 Advertised Internally First

When a vacancy occurs, or a new position is established, the Department Head shall give first preference to the promotion or transfer of any member from within the Police Department. The announcement shall be circulated and members shall indicate, in writing, their desire to apply for the position. All interested employees who possess the requisite qualifications, as listed in the job description, will receive an interview prior to the commencement of further recruitment. The length of service will remain unbroken and all accrued benefits shall remain unchanged. A new classification seniority date shall apply from the date of entry into the new position.

Section 22.6 Eligibility After Probationary Period

Bargaining Unit members who have completed their initial probationary period shall have the right to compete for any vacancy within the Bargaining Unit for which they may be qualified. All accrued benefits and length of service shall remain unbroken.

Section 22.7 Transfer Within Bargaining Unit

Consistent with Section [19.6](#), regular Bargaining Unit employees seeking promotional or lateral transfer or transfers to a different a class within the same salary range or a voluntary demotion to class with a lower salary range may apply and compete for open or vacant positions in the Bargaining Unit.

Section 22.8 Qualifications

Open or vacant positions shall be filled on merit and fitness. In the exercise of the City's discretion in making a promotion, the following guidelines will be observed:

- Applicants must meet minimum qualifications in recruitment announcements.
- Applicants must satisfactorily pass competitive examinations when applicable.
- Performance evaluation reports, if available, will be considered.
- Pre-test qualifications required for the rank of Detective and Sergeant shall be an APSC Intermediate Certificate and two (2)

years of continuous duty as a certified law enforcement officer.

- Pre-test qualifications required for the rank of Lieutenant shall include an advanced certification from the APSC, and an equivalent of time-in-rank and/or college education as presently required by City promotional standards.

In the event no employee applies or meets the qualifications as set forth above, the City may recruit and select from other agencies.

Section 22.9 Probationary Period

Promotions within or between all sworn classifications shall be probationary for a six (6) month period during which an employee may be demoted to their previous position.

ARTICLE 23 PERSONNEL RECORDS

Section 23.1 File Maintenance

The City Mayor shall provide for the maintenance of a personnel file which includes those documents which reflect an individual's complete status as an employee from date of hire to termination. Only one such file shall be maintained by the City.

Section 23.2 Personnel File Contents

The personnel file includes employee's employment application, , summary of employment and administrative investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefits forms. The personnel file shall not contain any documents reflecting any "false positive" drug/alcohol test results, or administrative investigations which result in a finding of "unsubstantiated," "exonerated," or "unfounded."

Completed administrative and employment investigative files shall be maintained by the department administration.

All medical information will be maintained in a separate Medical File housed in the City Human Resources Department.

Section 23.3 Employee Access to Personnel Files

23.3.1 Access to Employee File

An individual employee shall have access to his/her personnel file, or to any closed Administrative Investigation(AI) file or to any information pertaining to the employee which is maintained in the personnel file, at any reasonable time. A member shall have the opportunity to comment upon any adverse materials in the member's personnel file. Personnel Files are confidential. They may be inspected by the Department Head or those authorized by the Department Head.

23.3.2 Pre-Employment File

An employee may review all files pertaining to the employee with the exception of the Pre-Employment File.

Section 23.4 Record of Disciplinary Actions

Except for oral reprimands and written counseling forms, a record of disciplinary actions must be contained in the employee's personnel file.

Section 23.5 Supervisor Files

Nothing in this Agreement shall prevent supervisors from maintaining and utilizing "Working Supervisor Files." Specifically, these files may contain prior evaluations, notes of observations and information including favorable and unfavorable remarks reflecting on the employee's duty performance during the reporting period under evaluation.

Section 23.6 Disciplinary Action Files

A record of the following disciplinary actions shall be placed in the employee's personnel file:

- Written Reprimands
- Suspension Without Pay
- Involuntary Transfer
- Demotion
- All Administrative and Criminal Investigations: formal or informal which result in disciplinary action against the employee
- Last Chance Agreement
- Termination

Section 23.7 No Other Files

Except for Working Supervisor Files maintained by the Department, no other disciplinary, personnel, or private files shall be maintained by the City without permission from the employee and the Association.

Section 23.8 Five Year Documentation Restriction

Documents reflecting disciplinary action contained within a member's personnel file which are dated five (5) years or older, shall not be examined nor considered for use at subsequent disciplinary or promotional proceedings. Access to such documents shall be limited as provided for in Section [23.3](#) of this Article.

Section 23.9 Citizen Complaints

Documents reflecting citizen complaints shall be maintained by the department. Summaries of sustained complaints which results in action defined in Section [23.6](#) would be forwarded to the personnel file.

Section 23.10 Removal of File Information

Any item removed from the personnel files shall be forwarded to the employee.

ARTICLE 24 MANUAL OF DIRECTIVES

Section 24.1 Manual of Policy & Procedure

A Manual of Policy & Procedure shall be maintained and made accessible to each employee of the Department.

Section 24.2 Time from Proposal to Effective Date

The Department shall issue proposed directives thirty (30) days in advance of their effective date. Any changes that affect a mandatory subject of bargaining shall be held in abeyance unless the right to negotiate is waived by the Association in writing or inaction after a reasonable period of time, or the negotiations do not result in an agreement between the parties.

ARTICLE 25 TRAVEL AND PER DIEM

Section 25.1 Official Travel Outside City of Fairbanks

It is the intent of this section to provide reimbursement for actual and necessary expenses incurred by bargaining unit members because of travel on City business/duty. The per diem rate shall be sixty (\$60.00) per day and shall be adjusted upward to match any higher amount set by the City Code. In addition to per diem and hotel reimbursement, members shall be reimbursed for ground travel expenses and other incidental expenses upon the presentation of receipts. Employees may receive travel advances for anticipated travel expenses, when requested in advance. Per diem rates shall be based on eight (8) hour days. Time less than four (4) hours shall be considered half days and the member shall receive \$25.00. Time shall begin when the employee leaves his/her home on City business/ duty and shall end when returning home. Per Diem shall not apply to periods of annual leave.

Section 25.2 Use of Personal Vehicles

Employees are not obligated to use their privately-owned vehicles for City business. Unless a City vehicle is provided and readily available, an employee may use their privately-owned vehicle. Reimbursement for such use shall be at the IRS mileage reimbursement rate in effect on the date of travel. The City will repay the member for reasonable loss, including damages, resulting from such use so long as the loss was not the result of gross negligence, recklessness or intentional misconduct.

ARTICLE 26 ORAL OR WRITTEN AGREEMENT

Section 26.1 Conflict of This Agreement Employee

No member covered by this Agreement shall be asked or required to make any written or oral agreement which may in any way conflict with this Agreement.

Section 26.2 Conflict of This Agreement City

No member covered by this Agreement shall ask or require the City to make any written or oral agreement which may in any way conflict with this Agreement.

ARTICLE 27 TEMPORARY HIRES

Section 27.1 Temporary Employee Definition

"Non-permanent employee" in this Agreement is defined as a temporary hire not to exceed six (6) months.

Section 27.2 Temporary Employees

It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to regular positions in the Association. The City and the Association now agree that all determinations concerning the terms and conditions of temporary employment shall be made independently by the City except as provided for in this section or as specifically provided for in subsequent sections of this Agreement. The parties agree that there will not be a concerted effort to abuse the hiring and utilization of temporaries.

Section 27.3 Maximum Temporary Period

An employee may be employed in a temporary position for a maximum of 1,040 hours per each twelve-month period; however, a temporary period of employment may be extended by mutual agreement of the parties to this Agreement. All City records relating to hours worked of temporary employees shall be open for Association inspection. The City shall state in writing at the initial hiring specifically if the employee is considered a regular or temporary employee.

Section 27.4 Temporary Employee Benefits

Temporary employees shall not be entitled to paid personal leave, holiday pay or other benefits enjoyed by regular employees. All temporary employees shall be compensated on an hourly basis for actual work performed. In lieu of additional benefits and PERS participation, temporary employees shall receive an additional compensation of fifteen percent (15%) above the starting wage rate. Seniority will accrue pro-rata based on hours of service. Breaks will be pro-rated dependent on the number of hours in a shift.

Section 27.5 Temporary Employee Overtime

Temporary hires will only be assigned overtime after the City offered the overtime to regular Association members of the same classification.

Section 27.6 Temporary Employee Work Rules

The City may utilize temporary hires as needed in accordance with work rules. [Article 10](#) or [Article 11](#)

Section 27.7 Temporary Employee Overtime

All hours worked over forty (40) hours per week by temporary employees shall be considered overtime and payable at one and one-half (1.5) times the rate of pay as set in the pay scale.
[See Appendix B](#)

ARTICLE 28 PART-TIME EMPLOYEES

Section 28.1 Part-Time Employee Definition

A "Part-Time employee" is a permanent who works less than thirty (30) hours a week, including the employment of two (2) persons to fill one (1) regular full-time position.

Section 28.2 Part-Time Employee

The City and the Association recognize the need to hire part-time employees in positions similar in duties and requirements to regular positions in the Association. The City and the Association agree that all determinations concerning the terms and conditions of part-time employment shall be made independently by the City except as provided in this Agreement. The City will not abuse the hiring and utilization of part-time employees.

Section 28.3 Part-Time Employee Records

All employer records relating to hours worked of part-time employees shall be open for Association inspection.

Section 28.4 Part-Time Employee Benefits

Part-time employees shall not be entitled to paid personal leave, holiday pay or other benefits enjoyed by regular employees. All part-time employees shall be compensated on an hourly basis for actual work performed. In lieu of additional benefits and PERS participation, part-time employees shall receive an additional compensation of fifteen percent (15%) above the starting wage rate. Seniority will accrue pro-rata based on hours of service. Breaks will be pro-rated dependent on hours of service.

Section 28.5 Part-Time Employee Overtime

Part-time hires will only be assigned overtime after the City has offered overtime to regular Association members of the comparable Association classification.

Section 28.6 Part-Time Employee Work Rules

The City may utilize part-time hires as needed in accordance with work rules. See [Article 10](#) or [Article 11](#)

Section 28.7 Part-Time Employee Overtime

All hours worked by part-time employees over forty (40) hours per week shall be considered overtime and payable at one and one-half (1.5) times the rate of pay as set forth in the pay scale.

[See Appendix B](#)

ARTICLE 29 MISCELLANEOUS

Section 29.1 Current Agreement and Letters of Agreement

All prior letters of agreement and understanding to the prior agreements shall be deleted unless re-signed again after the effective date of this Agreement though the parties agree that certain LOAs shall be continued by mutual agreement if not otherwise incorporated specifically within this Agreement.

Section 29.2 Difference or Conflict of Agreement

In the case of any difference or conflict between the provisions of this Agreement and the provisions of the Fairbanks Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement shall govern. In the event that any portion of this Agreement is found by a court to be invalid, the provisions of [Article 5, Section 3](#), shall apply. Only during any interim period between such finding of invalidity and subsequent Agreement shall the Fairbanks Personnel Ordinance Code govern.

Section 29.3 Performance of Work

No individual from outside the Fairbanks Police Department will be used to perform duties that consist of part of, or all of the duties of Association members, without prior approval of the Association. This section does not prohibit shared operations with City Departments, Volunteers in Policing, Emergency Services Patrol, law enforcement agencies, police reserves, and contractual employment of temporary staff for background checks, police topic instructors, and consultants. Reserve members shall meet the pre-employment requirements of a non-commissioned member.

Section 29.4 Sole and Complete Agreement

Notwithstanding any other Agreements previously in effect, this Agreement constitutes the entire agreement between the City and the Association, and no verbal statements shall supersede any of its provisions. This Agreement constitutes the sole and complete agreement between the City and the Association and embodies all the terms and conditions governing the employment of the members of the Association. Any proposed changes affecting the employee's wages, hours, or other terms and conditions of employment shall be negotiated prior to implementation. Both sides have had the opportunity to raise other issues but have chosen not to do so. In addition, both sides have abandoned issues that were discussed but not incorporated into this Agreement. Topics that were raised but not incorporated, abandoned, overlooked, or not addressed in this Agreement have no legal effect on the parties.

ARTICLE 30 DEFINITION OF TERMS

Words used within this Agreement shall have their ordinary meaning unless they are recognized “terms of art” or fall within the express definitions hereinafter described:

Section 30.1 Anniversary Date

"Anniversary Date" of hire shall mean the date at which an employee has completed a service year of fifty-two (52) weeks of paid service. Unless otherwise provided for herein, anniversary dates will be delayed to reflect non-paid absences.

Section 30.2 Appropriate Medical Professional

An “appropriate medical professional” means a licensed physician if the employee’s physical ability to perform normal work assignments is in question, or a licensed psychiatrist or licensed psychologist if the employee’s mental or psychological ability to perform normal work assignments is in question.

Section 30.3 Bargaining Unit

"Bargaining Unit" in this Agreement means all employees represented by the PSEA working in classifications listed at [Article 19](#).

Section 30.4 Base Rate

"Base rate" shall mean the minimum contract rate for a classification.

Section 30.5 City

"City" means the City of Fairbanks, Alaska.

Section 30.6 Classification

"Classification" (verb) is the act of grouping positions in classes with regard to:

- duties and responsibilities
- requirements as to education, knowledge, experience and ability
- tests and fitness
- ranges of pay

Section 30.7 Classification or Class

"Classification" or "class" (noun) is the resulting designation of one or more positions into a single grouping.

Section 30.8 Days

"Day(s)" as used in this Agreement providing time constraints on the parties means calendar days, exclusive of holidays unless otherwise specified herein.

Section 30.9 Department

"Department" means the Fairbanks Police Department or Fairbanks Emergency Communications Center, or any subsequently formed department which includes Police/Dispatch functions, likewise, "Department Head" shall refer to the person designated to have administrative authority over the Police/Dispatch functions, whether that person be denominated as "Department Head" or otherwise.

Section 30.10 Duty Day

"Duty Day" means any day on which a member is assigned to work a shift.

Section 30.11 Emergency Situation

The normal and accepted meaning, however, this does not include routine manpower shortages.

Section 30.12 Employee

“Employee” has the same meaning as “member,” infra.

Section 30.13 Employer

"Employer" means the City of Fairbanks, Alaska.

Section 30.14 FGC

"FGC" means the Fairbanks General Code.

Section 30.15 Holiday Rate

"Holiday Rate" means two and one-half times basic rate of pay plus applicable shift differential.

Section 30.16 Member

"Member" in this Agreement means an employee who holds probationary or permanent status working in a job class that has been designated by the City; except where the circumstances so indicate, "member" and "employee" are used interchangeably in this Agreement.

Section 30.17 Non-Permanent Employee

"Non-permanent Employee" in this Agreement is defined as a temporary hire not to exceed six (6) months.

Section 30.18 Personnel File

"Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other work-related material pertaining to that person that is kept in that file.

Section 30.19 Police Officer Recruit

“Police Officer Recruit” refers to employees hired within the entry level position that is divided into three components for pay purpose as follows: the compensation rate for “Police Officer Recruit I” is paid from the date of hire through completion of the Police Academy; “Recruit II” pay is paid from the date of completion of the academy through successful completion of Field Training; and, “Recruit III” pay is paid from the successful completion of Field Training until 6 months later or through the successful completion of probation. Upon completion of probation, employees will be moved to the appropriate Police Officer pay step based upon the date of hire.

Section 30.20 Promotion

"Promotion" shall be the change of an employee from one class to another which will provide an increase in salary or which has a higher maximum base rate of pay.

Section 30.21 Shift

"Shift" means the normally scheduled work hours on a duty day.

Section 30.22 Tour

"Tour" is a four-month shift assignment.

Section 30.23 Transfer

"Transfer" in this Agreement means the voluntary or involuntary assignment or reassignment of a member's work area or duty assignment.

ARTICLE 31 EXECUTION OF AGREEMENT

THIS AGREEMENT, CONSISTING OF 131 PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON _____ AND BY THE MEMBERSHIP OF THE ASSOCIATION ON _____. AGREEMENT UPDATED _____.

CITY OF FAIRBANKS

PUBLIC SAFETY EMPLOYEES ASSOCIATION

Jim Matherly Date
Mayor, City of Fairbanks

Ron Dupee Date
Chapter Chair

Eric Jewkes Date
Chief of Police

Richard Sweet Date
Negotiator

Angela Foster-Snow Date
Lead Negotiator

Julie Ritchie Date
Negotiator

Kristi Merideth Date
FECC Manager

Angela Modrell Date
Negotiator

APPENDIX B – PSEA 2019 PAY SCALE

Based on current steps 1 and 7 with equal steps between, with 1.5% per step for 8, 9, 10, and every other step through 20.
Annual changes based on hire date, promotion reclassification reference Section 19.6.1.

Position	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20
PSEA Admin Assistant	\$22.51	\$23.45	\$24.38	\$25.31	\$26.25	\$27.18	\$28.11	\$28.53	\$28.96	\$29.40	\$29.84	\$30.28	\$30.74	\$31.20	\$31.67
PSEA Clerk	\$18.24	\$18.94	\$19.64	\$20.33	\$21.03	\$21.72	\$22.42	\$22.76	\$23.10	\$23.45	\$23.80	\$24.15	\$24.52	\$24.88	\$25.26
Dispatch Supervisor	\$27.02	\$28.14	\$29.26	\$30.38	\$31.49	\$32.61	\$33.73	\$34.24	\$34.75	\$35.28	\$35.80	\$36.34	\$36.89	\$37.44	\$38.00
Dispatcher	\$22.51	\$23.45	\$24.38	\$25.31	\$26.25	\$27.18	\$28.11	\$28.53	\$28.96	\$29.40	\$29.84	\$30.28	\$30.74	\$31.20	\$31.67
Call-taker/Front Desk	\$20.25	\$21.10	\$21.94	\$22.78	\$23.63	\$24.47	\$25.31	\$25.69	\$26.08	\$26.47	\$26.87	\$27.27	\$27.68	\$28.09	\$28.51
Lieutenant	\$40.60	\$41.49	\$42.39	\$43.29	\$44.18	\$45.08	\$45.98	\$46.67	\$47.37	\$48.08	\$48.80	\$49.53	\$50.27	\$51.03	\$51.79
Sergeant	\$35.57	\$36.62	\$37.67	\$38.73	\$39.78	\$40.83	\$41.88	\$42.51	\$43.15	\$43.79	\$44.45	\$45.12	\$45.80	\$46.48	\$47.18
Detective	\$34.87	\$35.77	\$36.67	\$37.57	\$38.47	\$39.37	\$40.28	\$40.88	\$41.49	\$42.11	\$42.75	\$43.39	\$44.04	\$44.70	\$45.37
Police Officer	\$30.41	\$31.67	\$32.94	\$34.20	\$35.46	\$36.73	\$37.99	\$38.56	\$39.14	\$39.73	\$40.32	\$40.93	\$41.54	\$42.17	\$42.80
Academy Pay	23% of PO(1)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Police Officer Recruit II	\$27.38	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Police Officer Recruit III	\$28.89	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Evidence Custodian	\$22.51	\$23.45	\$24.38	\$25.31	\$26.25	\$27.18	\$28.11	\$28.53	\$28.96	\$29.40	\$29.84	\$30.28	\$30.74	\$31.20	\$31.67

*Annual increase begins at anniversary date not the conclusion of anniversary year.

ADDENDUM NO. 1 – PSEA AGREEMENT

RESOLUTION NO. 4870

**A RESOLUTION REQUESTING THE STATE LEGISLATURE TO
SUPPORT ALASKA PIONEER HOMES, EDUCATIONAL FUNDING,
AND THE UNIVERSITY OF ALASKA IN ITS FY2020 BUDGET**

WHEREAS, Governor Dunleavy's FY2020 budget proposal includes funding cuts to Alaska Pioneer Homes, to education, and to the University of Alaska; and

WHEREAS, Alaska Pioneer Homes have a proud history of service to Alaskans that predates statehood; the first Pioneer Home was established in 1913 in Sitka; and

WHEREAS, today Alaska Pioneer Homes serve over 460 Alaska seniors in six Homes throughout the state – in Fairbanks, Palmer, Anchorage, Sitka, Juneau, and Ketchikan; and

WHEREAS, the concept of the Pioneer Homes, state-owned and operated assisted living residences for seniors, is unique and recognizes a commitment by Alaska to its seniors, to help care for them and to help make it possible for them to remain living in the state they helped to build; and

WHEREAS, the proposed budget cuts and rate increases undermine the history and purpose of Alaska's Pioneer Homes; and

WHEREAS, the University of Alaska faces severe cuts under the Governor's budget proposal; and

WHEREAS, funding for the University system has already experienced \$195 million in cumulative budget cuts over the last four years; and

WHEREAS, the Governor's proposed cuts to base student allocation and the elimination of school bond debt reimbursement will have a devastating effect on K through 12 education here in the Fairbanks North Star Borough and throughout the state; and

WHEREAS, these budget cuts will not only have a direct adverse effect on education, Pioneer Homes, and the University but will also result in unknown collateral adverse impacts throughout the community.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council reaffirms its support for education, for Alaska's seniors, and for the University of Alaska and requests the legislators in the Alaska House and Senate to reject the proposed cuts to education, to Alaska Pioneer Homes, and to the University of Alaska in the Governor's FY2020 budget proposal.

PASSED and **APPROVED** this 25th day of March 2019.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul Ewers, City Attorney

RESOLUTION NO. 4871

**A RESOLUTION APPROVING A FOUR-YEAR EXTENSION OF THE
LEASE WITH THE YUKON QUEST INTERNATIONAL, LTD., FOR LOTS
1 AND 2, BLOCK 4, FAIRBANKS TOWNSITE**

WHEREAS, by the authority of Ordinance No. 5954, effective September 13, 2014, the City of Fairbanks entered into a lease agreement with the Yukon Quest International, Ltd. (the “Quest”), for Lots 1 and 2, Block 4, Fairbanks Townsite, located on the banks of the Chena River at First Avenue and Cushman Street; and

WHEREAS, Ordinance No. 5954 approved the four-year term provided for in the “Lease – Real Property” and approved a discretionary four-year renewal term; and

WHEREAS, the Quest has occupied the property for a total of nine years and has used the property as its dog mushing sport headquarters and visitor destination; and

WHEREAS, Ordinance No. 5954 stated that the use of the property by the Quest contributed to the vitality of the Fairbanks community, attracting residents, visitors, and mushing enthusiasts; and

WHEREAS, the Quest wishes to continue leasing the property and asks the Council to approve a four-year lease extension; and

WHEREAS, it is the finding of the Council that the Quest lease continues to be in the best interest of the community; and

WHEREAS, the Administration has reviewed the Quest’s occupancy of the property and recommends a four-year renewal, conditioned on the Quest’s execution of the attached Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council authorizes the Mayor to execute a four-year extension of the “Lease – Real Property” between the City of Fairbanks and the Yukon Quest International, Ltd., conditioned upon the execution by the Yukon Quest International, Ltd., of the Memorandum of Agreement attached as Exhibit A.

PASSED and APPROVED this 25th day of March 2019.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul Ewers, City Attorney

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF FAIRBANKS
AND
YUKON QUEST INTERNATIONAL, LTD.

Recitals

Yukon Quest International, Ltd (“the Quest”) is the lessee of real property owned by the City of Fairbanks (“the City”) located at First Avenue and Cushman Street, Lots 1 and 2, Block 4, Fairbanks Townsite.

The lease provided for a four-year initial term, which expired on October 13, 2018, and provided for a four-year option to renew at the City’s discretion.

The Quest wishes to renew the lease for an additional four years, but it is in arrears on its lease payments to the City; the Quest also owes back property taxes to the Fairbanks North Star Borough.

The City supports the efforts of the Quest and does not oppose extending the lease term but cannot do so without assurances that the Quest will bring the rent current and pay its future obligations.

The Quest informs the City that it has commitments from 2019 race sponsors that are still outstanding and that when paid will allow it to pay its obligations to the City and to the Borough.

Based upon the foregoing, the City and the Quest enter into this Memorandum of Agreement under the following terms and conditions.

Agreement Terms and Conditions

1. The City agrees to extend the current lease term for four year, until October 13, 2022.

RESOLUTION NO. 4872

**A RESOLUTION CLARIFYING THE CONTRACT AWARD FOR AN
AERIAL PLATFORM FIRE APPARATUS**

WHEREAS, at the March 11, 2019, city council meeting, the council approved Resolution No. 4868, which approved the award of a contract for an Aerial Platform Fire Apparatus in the amount of one million, three hundred seventy-four thousand, one hundred fifty-nine dollars (\$1,374,159.00); and

WHEREAS, in Resolution No. 4868, the successful responsible bidder was listed as "Rosenbauer"; and

WHEREAS, "Rosenbauer" is the manufacturer of the Aerial Platform Fire Apparatus that the City is purchasing, but the company that submitted the successful responsible bid was "General Fire Apparatus"; and

WHEREAS, this Resolution corrects that error by verifying that the City is purchasing a Rosenbauer Aerial Platform Fire Apparatus from the successful responsible bidder General Fire Apparatus.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute a contract to purchase an Aerial Platform Fire Apparatus from General Fire Apparatus.

PASSED and APPROVED this 25th Day of March 2019.

Jim Matherly, City Mayor

YEAS:
NAYS:
ABSENT
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

RESOLUTION NO. 4868

**A RESOLUTION AWARDING A CONTRACT TO ROSENBAUER TO
PROVIDE AN AERIAL PLATFORM FIRE APPARATUS IN THE
AMOUNT OF \$1,374,159**

WHEREAS, in accordance with FGC Chapter 54, Article IV, Competitive Bidding, bids were solicited for an Aerial Platform Fire Apparatus; and

WHEREAS, the successful responsive bidder for the project was Rosenbauer in the amount of one million, three hundred seventy-four thousand, one hundred fifty-nine dollars (\$1,374,159.00); and

WHEREAS, funding for this purchase was provided by the U.S. Department of Housing & Urban Development through the Alaska Community Development Block Grant Program (Federal Grant No. B-17-DC-02-0001) and Capital Funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute a contract to purchase an Aerial Platform Fire Apparatus from Rosenbauer.

PASSED and APPROVED this 11th Day of March 2019.



Jim Matherly, City Mayor

YEAS: PASSED and APPROVED on the CONSENT AGENDA
NAYS: None
ABSENT None
APPROVED: March 11, 2019

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Sridler, CMC, City Clerk

Paul J. Ewers, City Attorney

Introduced by: Mayor Jim Matherly
Finance Committee Review: March 19, 2019
Introduced: March 25, 2019

RESOLUTION NO. 4873

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT FUNDS FROM THE ALASKA MUNICIPAL LEAGUE BALLISTIC VEST REIMBURSEMENT PROGRAM

WHEREAS, the City of Fairbanks has been notified by the Alaska Municipal League that the City is eligible for funding for reimbursement of ballistic vest purchases; and

WHEREAS, the City of Fairbanks has a policy that all Fairbanks Police Officers must wear ballistic vests; and

WHEREAS, the Ballistic Vest Reimbursement Program will provide up to 50% of the retail cost for ballistic vests; and

WHEREAS, the City of Fairbanks is eligible to receive funds to supplement the purchase of vests.

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

PASSED and APPROVED this 25th Day of March 2019.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4873

Abbreviated Title: AML BALLISTIC VEST REIMBURSEMENT PROGRAM

Department(s): POLICE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

EXPENDITURES:	Equipment	Contracts	Personnel	Total
Ballistic Vests (19 vests @ \$1,100)	\$20,900			\$20,900
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL	\$20,900	\$0	\$0	\$20,900

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Alaska Municipal League	\$10,450			\$10,450
DOJ Reimbursement Plan	\$9,468			\$9,468
City of Fairbanks General Fund	\$982			\$982
TOTAL	\$20,900	\$0	\$0	\$20,900

The City does not anticipate additional costs associated with this purchase.

Reviewed by Finance Department: Initial CP Date 3/18/2019

Introduced By: Mayor Matherly
Finance Committee Meeting: March 19, 2019
Introduced: March 25, 2019

ORDINANCE NO. 6098

**AN ORDINANCE AMENDING THE 2019 OPERATING
AND CAPITAL BUDGETS FOR THE FIRST TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2019 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 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) [amendments shown in **bold** font; deleted text or amounts in ~~strike through~~ font]:

GENERAL FUND

REVENUE	COUNCIL APPROPRIATION	INCREASE (DECREASE)	AMENDED APPROPRIATION
Taxes, (all sources)	\$ 21,706,047	\$ -	\$ 21,706,047
Charges for Services	5,386,902	-	5,386,902
Intergovernmental Revenues	1,319,288	(40,629)	1,278,659
Licenses & Permits	1,659,883	-	1,659,883
Fines, Forfeitures & Penalties	550,000	-	550,000
Interest & Penalties	215,500	-	215,500
Rental & Lease Income	139,835	-	139,835
Other Revenues	221,000	-	221,000
Other Financing Sources	4,164,519	(2,022,939)	2,141,580
Total revenue appropriation	<u>\$ 35,362,974</u>	<u>\$ (2,063,568)</u>	<u>\$ 33,299,406</u>
EXPENDITURES			
Mayor Department	\$ 643,684	\$ 4,440	\$ 648,124
Office of the City Attorney	208,081	-	208,081
Office of the City Clerk	409,154	-	409,154
Finance Department	901,445	-	901,445
Information Technology	1,986,202	126,343	2,112,545
General Account	4,607,050	206,523	4,813,573
Police Department	7,057,012	80,350	7,137,362
Dispatch Center	2,502,875	46,888	2,549,763
Fire Department	6,673,987	105,121	6,779,108
Public Works Department	8,264,092	317,830	8,581,922
Engineering Department	781,242	-	781,242
Building Department	705,075	-	705,075
Total expenditure appropriation	<u>\$ 34,739,899</u>	<u>\$ 887,495</u>	<u>\$ 35,627,394</u>
Estimated general fund balance	\$ 8,755,918	\$ 3,434,115	\$ 12,190,033
Increase (Decrease) to fund balance	623,075	(364,778)	258,297
Encumbrance carryforward	-	(586,285)	(586,285)
Transfer to other funds	-	(2,000,000)	(2,000,000)
2019 estimated unassigned balance	<u>\$ 9,378,993</u>	<u>\$ 483,052</u>	<u>\$ 9,862,045</u>

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

\$ 7,125,479

CAPITAL FUND

<u>REVENUE</u>	COUNCIL APPROPRIATION	INCREASE (DECREASE)	AMENDED APPROPRIATION
Transfer from Permanent Fund	\$ 609,950	\$ (2,868)	\$ 607,082
Transfer from General Fund	400,000	2,000,000	2,400,000
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>\$ 2,651,029</u>	<u>\$ 1,997,132</u>	<u>\$ 4,648,161</u>
 <u>EXPENDITURES</u>			
Public Works Department	\$ 1,175,000	\$ 317,810	\$ 1,492,810
Garbage Equipment Reserve	680,000	-	680,000
Engineering	-	41,325	41,325
Dispatch	75,000	-	75,000
Police Department	180,000	146,417	326,417
Fire Department	695,341	73,988	769,329
IT Department	251,000	65,995	316,995
Road Maintenance	833,839	348,489	1,182,328
Property Repair & Replacement	511,000	181,990	692,990
Total expenditure appropriation	<u>\$ 4,401,180</u>	<u>\$ 1,176,014</u>	<u>\$ 5,577,194</u>
Estimated capital fund balance	\$ 10,178,221	\$ 1,319,978	\$ 11,498,199
Increase (Decrease) to fund balance	(1,750,151)	(106,624)	(1,856,775)
Encumbrance Carryforward	-	(1,072,258)	(1,072,258)
Transfer from General fund	-	2,000,000	2,000,000
2019 estimated fund balance	<u>\$ 8,428,070</u>	<u>\$ 2,141,096</u>	<u>\$ 10,569,166</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 8th day of April 2019.

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. 6098
AMENDING THE 2019 OPERATING AND CAPITAL BUDGETS
FOR THE FIRST TIME

General Fund
(\$2,063,568) Decrease in Revenue
\$887,495 Increase in Expenditures

Revenue– (\$2,063,568) Decrease

1. Tax Revenue
2. Charges For Services
3. Intergovernmental Revenues
 - (\$40,629) decrease in community assistance (revenue sharing)
4. License and Permits
5. Other Revenue
6. Other Financing Sources
 - (\$22,939) decrease in permanent fund draw due to final December 2018 declined balances affect on the five-year market value
 - (\$2,000,000) transfer to Capital fund

Expenditures– \$887,495 Increase

1. Mayor & Council
 - \$4,440 increase for encumbrance carryforward
2. City Attorney's Office
3. City Clerk's Office
4. Finance Department
5. Information Technology
 - \$126,343 increase for encumbrance carryforward
6. General Account
 - \$40,000 increase in the Securitas contract to provide more downtown coverage

- \$166,523 increase for encumbrance carryforward

7. Police Department

- \$15,860 increase for encumbrance carryforward
- \$78,890 increase in salaries and benefits associated with the approval of a new CBA
- (\$14,400) decrease in meal allowances as per the new CBA
- Reclassify regular wages and benefit savings, a net zero budget change, to a temporary part-time DMT position expiring on May 31, 2019.

8. Dispatch

- \$4,300 increase for encumbrance carryforward
- \$50,688 increase in salaries and benefits associated with the approval of the new CBA
- (\$8,100) decrease in meal allowances as per the new CBA

9. Fire Department

- \$4,911 increase to continue document scanning not completed in 2018
- \$49,221 increase for plan review services
- \$50,989 increase for encumbrance carryforward
- Reclassify regular wages and benefits to temporary wages and benefits to fill positions left vacant while members are on long-term military leave-without-pay, a zero net budget change

10. Public Works

- \$217,830 increase for encumbrance carryforward
- \$100,000 increase for road striping

11. Engineering

12. Building Department

Capital Fund
\$1,997,132 Increase in Revenue
\$1,176,014 Increase in Expenditures

Revenue – \$1,997,132 Increase

1. Other Financing Sources

- (\$2,868) decrease in Permanent Fund draw due to final December 2018 declined balances affect on the five-year market value
- \$2,000,000 transfer from General Fund

Expenditures – \$1,176,014 Increase

1. Public Works

- \$317,810 increase for encumbrance carryforward

2. Garbage Equipment Reserve

3. Engineering Department

- \$41,325 increase to purchase a combined total station and scanner survey unit. The existing unit will be placed on consignment with the vendor and is expected to sell for around \$19,000. In addition, the existing scanner will be transferred to the Police Department for use in crime and accident scene data collection.

4. Police Department

- \$146,417 increase for encumbrance carryforward

5. Fire Department

- \$11,557 increase for encumbrance carryforward
- \$11,238 increase related to the pump trailer purchase
- \$25,352 increase for aerial platform fire apparatus purchase
- \$25,841 increase for aerial platform fire apparatus contingency

6. IT Department

- \$65,995 increase for encumbrance carryforward

7. Road Maintenance

- \$348,489 increase for encumbrance carryforward

8. Property Repair & Replacement

- \$181,990 increase for encumbrance carryforward

ORDINANCE NO. 6099

AN ORDINANCE AMENDING THE 2015 CITY OF FAIRBANKS ADMINISTRATIVE CODE, TABLE 3-A BUILDING PERMIT FEES, TO ADD FEES FOR REVIEW OF FIRE PLANS, EXTERIOR ACCESSIBILITY, AND CHANGE IN OCCUPANCY

WHEREAS, the current City of Fairbanks Administrative Code was adopted in 2016 by Ordinance No. 6021; and

WHEREAS, the Building Official has recommended that fees for certain services be added to Table 3-A, Building Permit Fees.

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

SECTION 1. That the 2015 City of Fairbanks Administrative Code, Table 3-A Building Permit Fees, is amended to add fees for review of fire plans, exterior accessibility, and change in occupancy, as show in the Attached Table 3-A.

SECTION 2. That this ordinance becomes effective the ____ day of April 2019.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

***Table 3-A Building Permit Fees**

\$1.00	to	\$500.00	\$17.00
\$501.00	to	\$2,000.00	\$17.00 for the first \$500 plus \$2.25 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00	to	\$25,000.00	\$50.00 for the first \$2,000 plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00	to	\$50,000.00	\$280.00 for the first \$25,000 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00	to	\$100,000.00	\$455.00 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00	to	\$300,000.00	\$705.00 for the first \$100,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof, to and including \$300,000.00
\$300,001.00	to	\$500,000.00	\$1,605.00 for the first \$300,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 and up			
			\$3,005.00 for the first \$500,000.00 plus \$4.60 for each additional \$1,000.00 or fraction thereof.

*** Plan Check Review Fee is 75% of the Building Permit Fee as noted in Table 3-A above.**

Other Inspections and Fees

1. Inspection outside of normal business hours, two hour \$ 85.00 per hr minimum (\$170.00)
2. Re-inspection fee assessed under provisions of Section 305.8 \$ 85.00 per hr
3. Inspections for which no fee is specifically indicated \$ 85.00 per hr
4. Additional plan review required by changes, additions, or revisions \$ 85.00 per hr
5. Pre-Purchase Residential or Commercial Code Inspection \$ 360.00
6. Permit issuance fee \$ 35.00
7. Landscape plan review and inspection \$ 170.00
8. Penalty fee for performing work without the required permit \$ 500.00
9. **Fire plan review \$170.00/hr. (when the Building Dept. is not involved)**
10. **Change in occupancy (w/o alteration) \$340.00**
11. **Exterior accessibility \$170.00**

ORDINANCE NO. 6100

**AN ORDINANCE AMENDING THE ADDITIONAL RESPONSIBILITIES OF
THE CHENA RIVERFRONT COMMISSION TO MATCH THE
AMENDMENTS MADE BY THE BOROUGH ASSEMBLY**

WHEREAS, the Chena Riverfront Commission is a joint City of Fairbanks and FNSB Commission that is charged with planning and fostering the development of riverfront property along the Chena River with an emphasis on the area from Fort Wainwright to the confluence of the Chena and Tanana Rivers; and

WHEREAS, on August 24, 2017, the FNSB Assembly adopted Ordinance No. 2017-46, which added to the responsibilities of the Chena Riverfront Commission review of rezonings, conditional uses, and variances for properties along the Chena River; and

WHEREAS, because this is a joint commission, the City code and the Borough code should mirror one another.

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

SECTION 1. That FGC Sec. 2.429, Responsibilities, is hereby amended by adding new subsections 5, 6, and 7 as follows [new text in **bold/underline** font]:

Sec. 2-429. Responsibilities.

The Chena Riverfront Commission shall:

- (1) As its initial task, review all plans which have been developed in the past, select the elements of the plans which, in the opinion of a majority of the members of the commission, are best suited to the thoughtful and careful development of the Chena Riverfront, and to create a final draft riverfront plan to guide and foster development of the riverfront. This plan must be adopted by the assembly and the city council after review and recommendations by the planning commission and the parks and recreation commission. If one or both governing bodies fail to approve the draft plan, the mayor of each body shall appoint two persons for the purpose of meeting to negotiate an acceptable plan, which shall be reviewed again by the governing bodies.
- (2) Review the riverfront plan and bring proposed revisions to the assembly and city council for adoption after review and recommendations by the planning commission and the parks and recreation commission.
- (3) Develop and foster cooperative projects to support the goals and objectives of the riverfront plan and encourage volunteer contributions of funds, in-kind donations, and labor to help carry out these projects.

- (4) Assist the borough and the city in the application for state and federal funds to support riverfront development projects.
- (5) In its discretion, consistent with the goals and objectives of the riverfront plan, support, assist, or provide recommendations to other organizations or property owners with riverfront development projects or activities.**
- (6) In its discretion, review proposed development of borough-owned land as well as requests for rezonings, conditional uses, variances, and highway projects on parcels located within 150 feet of the ordinary high water mark of the Chena River for conformity with the land development guidelines set forth in this chapter and consistency with the riverfront plan.**
 - (a) Within 24 days of the commission's receipt of an application, the commission may:**
 - (i) Make a recommendation to community planning department staff regarding requests for conditional uses and variances;**
 - (ii) Make a recommendation to community planning department staff, the planning commission, or the assembly regarding rezonings and highway projects;**
 - (iii) Make a recommendation to borough staff regarding development of borough-owned land.**
 - (b) The department of community planning shall provide notice to the applicant at least five days prior to the date of a meeting of the commission under this subsection.**
- (7) In its discretion, consistent with the goals and objectives of the riverfront plan, make recommendations to the mayor, assembly, or the City of Fairbanks regarding uses and development of land on the Chena riverfront.**

SECTION 2. That this ordinance becomes effective the ____ day of April 2019.

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. 6101

AN ORDINANCE AMENDING FGC SEC. 14-213, RESTRICTIONS ON MARIJUANA ESTABLISHMENTS, TO ALLOW ONSITE CONSUMPTION IN ACCORDANCE WITH STATE LAW

WHEREAS, the State of Alaska Marijuana Control Board has adopted regulations that will allow an onsite consumption endorsement for retail marijuana stores; and

WHEREAS, the regulations adopted by the Marijuana Control Board amended 3 AAC 306.060, Protest by local government, to specify that a local government may protest an application for a new onsite consumption endorsement or the renewal of an onsite consumption endorsement, in the same manner as other marijuana establishment licenses.

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

SECTION 1. That subsection (a) of FGC Sec. 14-213, Restrictions on marijuana establishments, is amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 14-213. Restrictions on marijuana establishments.

(a) No onsite consumption of marijuana at any marijuana establishment is allowed in the city, ~~even if~~ **unless** authorized by state law **and regulated by the Alcohol and Marijuana Control Office.**

SECTION 2. That this ordinance becomes effective the ____ day of April 2019.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

BUILDING DEPARTMENT

PHONE 459-6723

FAX 459-6719

December 18th, 2019

Board of Plumbing Examiners

Minutes

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

Agenda:

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

Members Present:

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

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

Board Chairman Mike Desmond announced he will be resigning from the Board effective December 31st 2018. Nominations for new Chairman were announced. Member, Sean Randal nominated, longest serving member, Kraig Hogenson. Seeing no other nominations, a unanimous vote by board members was cast for Mr. Hogenson.

A question was raised about when the City of Fairbanks might adopt the 2018 Building Codes.

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

Board Chairman,



Kraig Hogenson

Hayden Nevill – Mr. Nevill expressed appreciation to the FDC for its work at the last meeting in making recommendations on Ordinance No. 6093. He stated that the FDC recommended that there be no religious exemption in the ordinance but that two City Council Members really want an exemption. He stated that five of six City Council Members have indicated that they can support some new religious exemption language, and Mr. Nevill stated that the FDC could add its support to that new language. He indicated that it is not the goal to take away someone’s religious liberties. He expressed hope that the ordinance would be amended on February 25 before it is voted upon. Mr. Nevill spoke to the number of employees listed in the ordinance that serves as the threshold for application of the ordinance. He stated people are questioning why the number of employees is 15, and he explained that the number used in the federal law. He stated that Alaska cares about taking care of people, and he recommended that the number of employees be dropped to 1. Mr. Nevill briefly discussed the “Murphy Exemption” which Alaska has not adopted.

Mr. Rucker and **Ms. Rogers** expressed support for recommending that “15” be changed to “1”. **Ms. Rogers** stated that the City Council has spent a great deal of time discussing the religious exemption, but not much discussion has been given to the issue of the number of employees.

Ms. Thomas expressed concern that the ordinance would not protect those with a criminal background who are seeking housing. **Ms. Rogers** stated that she is not sure whether that issue can be wrapped into this particular ordinance, but it could be a next step. She stated that she was raised on a value of unconditional love and inclusion, and she validated Ms. Thomas’ concerns.

Ms. Thomas expressed concern with reducing the number of employees. Mr. Nevill stated that he does not believe it would be useful if the number stayed at 15, but he would be satisfied with 4.

Vice Chair Jackson expressed her belief that no one should feel like a second-class citizen in the Golden Heart Community. She stated that her preference would be to go with 1.

Travis Cole, former FDC Member – Mr. Cole stated that he just wanted to stop by to see what was happening with the FDC.

Hearing no more requests for comment, **Vice Chair Jackson** declared Citizens’ Comments closed.

Ms. Slayton asked whether the FDC should change their recommendation to the City Council; she commented that the number of employees should be zero.

Ms. Harriger stated that it makes sense to provide an additional recommendation to the City Council. She spoke to FDC member presence at the February 25 City Council meeting. **Ms. Rogers** spoke to the importance of face-to-face contact with the City Council.

Members discussed whether to provide an additional recommendation and, if so, how to go about providing the recommendation.

Ms. Harriger, seconded by **Mr. Walters**, moved to make a written recommendation to the City Council to amend Ordinance No. 6093 to state that any employer is subject to the ordinance regardless of the number of employees.

Mr. Rucker stated that, in looking at the issue more pragmatically, he could see the change causing upheaval, especially with small employers. He stated that it may be best to try to get

something adopted, then try to improve upon it later on. **Ms. Thomas** expressed agreement with Mr. Rucker.

Ms. Slayton stated that this is only a recommendation to the City Council, and the City Council will make the final decision. **Mr. Lee** stated that the FDC should speak on behalf of those in the community in regard to diversity. **Vice Chair Jackson** stated that the FDC should represent all groups in the community.

Ms. Harriger suggested injecting some language into the recommendation that would indicate the FDC's awareness of the political situation. She stated that the motion proposed is straightforward, and she wondered whether it should be softened with a statement to show that the FDC is aware that a compromise may be necessary.

Mr. Rucker stated that he has been swayed by what the FDC stands for versus what may be politically appropriate. He stated that it is difficult when politics are involved, but it is the FDC's job to help model what it believes Fairbanks should be.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO MAKE A WRITTEN RECOMMENDATION TO THE CITY COUNCIL TO AMEND ORDINANCE NO. 6093 TO STATE THAT ANY EMPLOYER IS SUBJECT TO THE ORDINANCE REGARDLESS OF THE NUMBER OF EMPLOYEES AS FOLLOWS:

YEAS: Rucker, Nace, Walters, Slayton, Harriger, Jackson, Greenlaw

NAYS: Thomas, Nuss, Lee

Vice Chair Jackson declared the MOTION PASSED.

Ms. Slayton asked how the change would be presented to the City Council since it differs from the original FDC recommendation. Clerk Snider stated that she could provide the FDC's original recommendation by way of Resolution No. 2019-01 to the City Council and attach the change approved by the FDC.

CALENDAR OF EVENTS

Ms. Harriger shared that there will be a talk about land acknowledgements on Friday, February 22 at 6:30 p.m. at the Morris Thompson Cultural & Visitors Center.

Mr. Greenlaw asked how to go about including land acknowledgements as part of the FDC meeting format. **Ms. Harriger** stated that she plans to learn a lot at the February 22 event, and she does not have any expertise to offer at this time.

Mr. Walters shared that the celebration of the Chinese New Year is coming up at UAF.

Ms. Rogers requested that the Clerk email information to the FDC about "Coffee with a Cop" events.

Mr. Rucker stated that today was the closing of the school district's Black History Month contest; he stated that so far there have been over 300 art and essay submittals. He stated that on February 19, the School Board will be discussing hiring data, and later in February the National Coalition Building Institute will provide training to help build stronger coalitions in the community.

Mr. Lee stated that the Fairbanks Housing and Homeless Coalition will hold their symposium on February 27 from 8 a.m. – 5 p.m. at the Westmark Hotel.

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of January 8, 2019

Mr. Walters, seconded by **Mr. Lee**, moved to APPROVE the minutes. There was no objection.

HUMAN RESOURCES REPORT

Ms. Foster-Snow stated that she had wanted to answer **Ms. Matesi's** questions brought up under Citizens' Comments, but **Ms. Matesi** had to leave the meeting early. **Ms. Foster-Snow** stated that one of the new-hires at FPD is a Hispanic male, and the other is a female. She shared that they will both begin the policy academy in Sitka on February 28. In response to the question about whether any FDC members served on the hiring panel, she stated that the Human Resources Office does not have a role in the FPD hiring process. **Ms. Foster-Snow** listed the current vacancies at the City of Fairbanks: an Engineer I (entry level) position, a Structural Inspector (Engineer III) position, and an Accounting Specialist position. She stated that the Fire Department may also soon be recruiting more firefighters. She stated that she is happy to answer any questions from the FDC.

Vice Chair Jackson asked members whether anyone had the opportunity to participate in the last round of hiring at the FPD. No one replied affirmatively. She asked whether it is something new that the HR Department is not offering hiring support to the FPD; she asked whether there is an independent HR Department. **Ms. Foster-Snow** stated that there was a change in the hiring procedure with the new administration, and her office has not had a lot to do with police hiring since quickly after the election of Mayor Matherly. She stated that her office does collect applications for the FPD and forwards them to the Police Department. **Vice Chair Jackson** stated that the approved Diversity Action Plan (DAP) states that FDC members will be invited to participate in key public safety and supervisory City employment interviews. She stated that she would like Chief Jewkes to address what is being done at the department to improve community relations. **Vice Chair Jackson** stated that the DAP also tasks the FDC with supporting the FPD through police-related events and initiatives as they relate to community-oriented policing. She stated that there are many things stated in the FPD that are ongoing and are not being addressed. **Ms. Foster-Snow** stated that she cannot speak for Chief Jewkes, and he should have the opportunity to answer questions from the FDC.

Ms. Slayton asked whether an FDC member would have the opportunity to ask questions at FPD interviews. **Vice Chair Jackson** stated that in her experience, the questions were already prepared for the panel to ask. **Mr. Walters** stated that panelists were permitted to ask follow-up questions. **Ms. Foster-Snow** stated that follow-up questions are permitted for clarification, but no new questions are allowed unless each applicant is given the same question. She stated that the goal is to be consistent and create a level playing field for all applicants.

Mr. Lee stated he believes the former administration made changes to promote transparency. He stated that it was cool to be a part of that process. He stated that now the FDC is no longer a part of the process, and he likened it to a "good ole boys club". He stated that the FDC should ask

Mayor Matherly some questions about the FPD hiring process. He stated that the FDC should not gloss over the reasons why it was originally formed.

Ms. Harriger asked Ms. Foster-Snow whether the City HR Department covers the FPD as it relates to HR services. **Ms. Foster-Snow** replied affirmatively. **Ms. Harriger** asked Ms. Foster-Snow to verify that the HR Department is not involved in the hiring process at FPD after applications are received; **Ms. Foster-Snow** confirmed that is the case. **Ms. Harriger** asked Ms. Foster-Snow whether the City HR Department provides ongoing services to FPD employees after the hiring process is complete; **Ms. Foster-Snow** replied affirmatively.

Mr. Rucker asked whether the interview process and selection of candidates is done outside of the purview of the HR Department. **Ms. Foster-Snow** replied affirmatively. **Mr. Rucker** spoke to the importance and benefit of someone from the outside participating in the hiring process. **Ms. Foster-Snow** again stated that she would like this to be discussed with Mayor Matherly and Chief Jewkes. She stated that she is in a difficult position, and the Mayor has the ultimate hiring authority at the City. She stated that it is her job to support the administration.

Vice Chair Jackson stated that if the process has changed or if the DAP has changed, it has not been clearly communicated to the FDC. She stated that she would like an explanation of why the FDC has been removed from the FPD hiring process if that is the case. **Ms. Rogers** stated that the City Council would need to be informed of such a change, and the FDC would need to update the DAP if there has been a change; she spoke in support of hearing from Mayor Matherly and Chief Jewkes in regard to the issue. **Vice Chair Jackson** clarified that no official change has been made to the DAP; she stated that the DAP is simply not being followed in that area.

Mr. Lee reported that he heard it stated that the FDC members could still participate in supervisory position interviews, but not in FPD interviews. He acknowledged the difficult position Ms. Foster-Snow is in. **Vice Chair Jackson** stated that there are other items the FDC would like Chief Jewkes to report on, and she is hopeful he will be able to attend the next meeting.

Mr. Rucker stated that there have been some serious questions raised at the meeting, and he would like to make sure there is an understanding that the FDC supports the new FPD recruits.

Ms. Foster-Snow shared that the FPD entered into an agreement with a victim's advocate; she stated that they are housed at the Police Department, and they are currently specializing in major crimes involving violence. She stated that she feels this is a positive step. She announced that Chief Jewkes will be retiring at the end of April, and she is working on a hiring timeline for a new Chief of Police. She stated that she would like to have candidates for the position come before the FDC to answer questions. She reminded FDC members that the City Council does not get involved in personnel matters.

Ms. Rogers stated that Ms. Foster-Snow is very knowledgeable about her job, and it is not the role of the City Council to be involved with personnel matters. She recommended that the FDC review the DAP to see if changes need to be made to be more in line with current practices.

DIVERSITY TOPIC OF THE MONTH

- a) List of Potential FDC Diversity Topics of the Month for 2019 (informational only)

Vice Chair Jackson referenced the list provided in the packet and spoke to how the list of topics came about. She stated that the DAP is in need of updating. She tasked FDC members with reviewing the DAP and the list of diversity topics of the month and coming back to the next meeting with a list of the top three items each member believes should be a focus in the next year. She stated that she and Second Vice Chair Harriger discussed the idea of holding an annual strategic planning meeting or work session to realign the FDC. **Vice Chair Jackson** stated that each member's input is valuable, and discussion items should be decided as a group. She stated that she has requested that the Clerk update the DAP as to the status of items that have been tasked to the FDC. She requested that members email information to the Clerk prior to the next meeting.

NEW BUSINESS

- a) Emergency Services Patrol (ESP) Statistics, Presented by Chief of Staff Mike Meeks

Ms. Foster-Snow stated that Mr. Meeks had a family emergency and could not be present. She stated that she has the handouts and can present on Mr. Meeks' behalf if the FDC wishes. She explained that the ESP data has been collected by the City Dispatch Department, and there seems to be more contact with folks during summer months. She distributed handouts to members to include data on service patrol calls from 2014 – 2018 and guests served by The Sobering Center in 2018 and 2019. **Ms. Foster-Snow** stated that the contractor is Securitas, and the contract is funded by the City, the Fairbanks Downtown Association, and donations from private individuals and businesses. She stated that when patrol personnel is not busy on active calls, they are to perform foot patrol services in the downtown area. She stated that there has been some concern in the community that the ESP vehicle is not well-marked, and she shared that the issue is being addressed. She shared that the ESP is a program that is regulated by the State of Alaska.

FDC COMMITTEE REPORTS

- a) List of Committees & Members

Vice Chair Jackson stated that there are some committees in need of a chair, and members may serve on multiple committees. **Ms. Slayton** shared that no one aside from her attended the last Education/Outreach committee meeting.

Vice Chair Jackson asked if there is a current chair of the Policies & Procedures Committee. Clerk Snider stated that Marna Sanford was the chair of that committee, but she has since resigned from the FDC. **Ms. Foster-Snow** stated that she thought Mr. Walters had indicated interest in chairing that committee. **Mr. Walters** stated that he would be willing to organize the next meeting.

Ms. Harriger stated that there are standing committee meetings, but not necessarily an agenda for the meetings. She asked whether that approach makes sense or whether there should be a strategy session to identify things that need to be worked on. **Vice Chair Jackson** stated that the Accessibility Committee does have an agenda, but it would be good to address committee tasks as they relate to the DAP.

Mr. Walters stated that it may be best to for him to meet with Ms. Foster-Snow and discuss planning before setting a Policies & Procedures Committee meeting.

Ms. Slayton asked if every member is assigned to a committee. **Vice Chair Jackson** requested that those who are not assigned to a committee contact the Clerk to indicate which committee(s) they are interested in joining.

FDC MEMBERS' COMMENTS

Mr. Greenlaw thanked Mr. Nevill for all the useful input.

Mr. Walters, for the benefit of Ms. Matesi whose testimony made mention of the FPD filming contract, stated that the FDC sent a letter to the City Council expressing concerns about the contract. He stated that he hopes to have an Open Meetings Act refresher class at an upcoming FDC meeting. He thanked Mr. Nevill and City staff for attending all the evening and morning meetings relating to Ordinance No. 6093.

Ms. Nace stated that she will be graduating in May and will be heading to college. She stated that she is unsure of how to resign from the FDC and whether she should begin searching for another student to recommend for her replacement. Members encouraged Ms. Nace to give a recommendation on someone to replace her.

Ms. Foster-Snow thanked FDC members for their support and understanding.

Ms. Thomas lightheartedly stated that there is a special day is coming up – her birthday on February 16.

Ms. Nuss thanked the citizens who show up to give comment to the FDC.

Mr. Lee stated he prays that the FDC stays relevant and meaningful as a body.

Mr. Rucker stated he had no comments.

Ms. Rogers thanked Ms. Foster-Snow for “pinch-hitting” and stated that she is a core part of everything the FDC does. **Ms. Rogers** stated that the City Clerk is core to not only the FDC, but to other activities and meetings. She stated that to have such wonderfully-experienced people working together is advantageous.

Ms. Slayton thanked everyone who is putting in time on Ordinance No. 6093. She agreed with Ms. Rogers’ comments in regard to City staff. She wished everyone a Happy Valentine’s Day.

Ms. Harriger extended her thanks to the FDC and to the public who attended. She stated it would be wonderful if everyone showed up at the February 25 City Council meeting to support Ordinance No. 6093. She stated that this meeting has been the best turnout of FDC members she has seen.

Vice Chair Jackson stated that another action item in the DAP is to encourage citizens to apply for service on the FDC. She shared that she and Ms. Harriger have requested to the Mayor to be a part of the review process for new applications. She stated that the FDC is missing representation from some key groups in the community. She stated that the FDC exists for the greater good of the community. She thanked members for attending the meeting, and she thanked Mr. Nevill for his efforts and for being a champion for Ordinance No. 6093. **Vice Chair Jackson** stated that she appreciates the staff support the City provides. She directed members to email her, the Clerk, Ms.

Foster-Snow, or Ms. Harriger if there are items they feel need to be addressed on the agenda. She stated that there was a recent item added to the regular agenda to hear updates from representatives of the City Council, the school district, indigenous people, the Fairbanks North Star Borough, and the military.

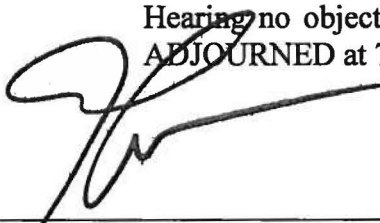
MEETING DATES

- a) Next Meeting Date, March 12, 2019

ADJOURNMENT

Ms. Slayton, seconded by **Mr. Rucker**, moved to ADJOURN the meeting.

Hearing no objection, **Vice Chair Jackson** declared the meeting
ADJOURNED at 7:48 p.m.



Jim Matherly, Mayor/Chair





D. Danyielle Snider, CMC, City Clerk

Transcribed by: DS

MEMORANDUM

TO: Mayor and City Council

FROM: Paul Ewers, City Attorney 
D. Danyielle Snider, City Clerk 

SUBJECT: Procedures for Citizens' Comments

DATE: March 20, 2019

The Fairbanks General Code does not specify how the citizens' comment period will be conducted, only that citizens' comments will be allowed on any item not up for public hearing with testimony limited to three minutes per person and with the comment period ending at 7:30 p.m. [FGC Sec. 2-119(a)(5)]. The overflow crowds at several recent meetings taxed not only the capacity of the council chambers but also the sign-up system for citizens' comments.

The authority over the building, including the safety of its occupants, resides with the Mayor. The Mayor, as the presiding officer/chair of council meetings, generally determines how the meetings are conducted. The Mayor's decisions may be reviewed (and changed) by the Council. A discussion by the Council on the procedures used at recent meetings may be warranted.

Background

Until recently, the sign-up sheet for citizens' comments was mainly for the convenience of the City Clerk for use in preparing the meeting minutes. Those wishing to comment were simply invited up to the microphone with the order determined primarily by who was the first to stand up.

But with the enactment of the ordinance that ended the citizens' comment period at 7:30 p.m. and with the recent meetings with large crowds, the sign-up sheet determined the order of testimony, with people called up to testify by the order their name appeared on the sheet. That system worked well enough until the crowds went from large to overflowing. One's position on the sign-up sheet went from being an afterthought to being a valuable commodity.

On Monday, February 25, a line began forming outside the council chambers at around 10:20 a.m. People "camped out" all day at City Hall so they could get one of the first spots on the sign-up sheet. This was problematic for several reasons. First, during the work day,

City Hall is a place of business, and the large number of people waiting in line interfered with the orderly conduct of city business. Second, by operating citizens' comments on a "first come – first serve" basis, it did not provide equal opportunity to speak. Many citizens are not free to wait in line all day. Under the current system, such people would never be able to provide citizens' comments to the council.

Anticipating another overflow crowd at the March 11 meeting, administrative staff met in advance and developed a plan to handle citizens' comments. The plan details were emailed to council members, posted on the City's website and social media accounts, and shared with the News-Miner. The plan accomplished several important things:

1. It extended the time for interested citizens to sign up for citizens' comments. In the past, the sheet was just available 30 minutes before the start of the meeting. The sign-up sheet was available at the Clerk's Office from 8:00 a.m. until 5:00 p.m. on the day of the meeting. The sign-up sheet was also available 30 minutes before the start of the meeting upstairs in City Hall. This allowed more flexibility for people to sign up during the day.
2. Names of those who signed up to testify were called on a random basis. This gave everyone who signed up the same chance to provide comments. It also removed the competitive aspect of signing up for citizens' comments.
3. Extra seating was provided in the former FMATS conference room where the meeting was broadcast.

Guidance

If the Council believes that the recent meetings with large crowds were handled appropriately, it need not act. If the Council believes that permanent changes need to be made, it could amend FGC Sec. 2-119(a)(5) to specify in some detail a procedure for citizens' comments.