



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2020-29  
**REGULAR MEETING – DECEMBER 14, 2020**  
MEETING WILL BE HELD VIA ZOOM WEBINAR AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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*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)
  - a) Reading of the Bill of Rights
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. Respectful 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.

NOTE: Due to concerns over the COVID-19 pandemic, special procedures are being implemented for City Council Meetings. The Mayor, Council Members, and the public may participate remotely during this time. Citizens may have written comments read into the record if submitted to the City Clerk in advance, or citizens may provide testimony via Zoom webinar if registered to do so in advance of the meeting (the three-minute time limit applies to all forms of public testimony). To help achieve social distancing, the seating in Council Chambers is spread out and limited. No more than 30 individuals will be allowed in the Chambers at the same time. Citizens arriving after the maximum number has been reached will be directed to wait in another area until it is their turn to speak to the Council. Meeting attendees must wear a mask or face covering (masks will be provided to those who do not have one). We thank you for your understanding and cooperation during this time.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

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

7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

8. SPECIAL ORDERS

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

Type/License: Beverage Dispensary, License #556  
DBA: International Hotel & Bar  
Applicant: Hard Work, LLC  
122 N. Turner Street, Fairbanks

From: Dakota Ventures, Inc./International Hotel & Bar  
122 N. Turner Street, Fairbanks

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6145, as Amended – An Ordinance Adopting the 2021 Operating and Capital Budgets. Introduced by Mayor Matherly. **SECOND READING AND PUBLIC HEARING.**

12. NEW BUSINESS

- \*a) Resolution No. 4945 – A Resolution to Extend the Sunset Date for the Incentive Bonus Program with the Fairbanks Emergency Communications Center for Recruitment and Hiring. Introduced by Mayor Matherly.

- \*b) Resolution No. 4946 – A Resolution Extending the Mayor's Declaration of a Disaster Emergency, Extending the Temporary Provisions of Ordinance No. 6126 Regarding Telephonic Participation of Council Members and Conduct of Council Meetings, and Extending the Mayor's Authority Regarding the Use of City Equipment and Personnel Outside City Limits. Introduced by Mayor Matherly.
  - \*c) Ordinance No. 6146– An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547. Introduced by Mayor Matherly.
  - \*d) Ordinance No. 6147 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association, Fairbanks Police Command Unit (FPCU). Introduced by Mayor Matherly.
13. DISCUSSION ITEMS (Information and Reports)
- a) Committee Reports
14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL
- \*a) Fairbanks Diversity Council Meeting Minutes of November 10, 2020
  - \*b) Reappointments to the Building Code & Landscape Review & Appeals Commission
15. COUNCIL MEMBERS' COMMENTS
16. CITY CLERK'S REPORT
17. CITY ATTORNEY'S REPORT
18. EXECUTIVE SESSION
19. ADJOURNMENT

## THE BILL OF RIGHTS

### **Amendment 1 - Freedom of Religion, Press, Expression. Ratified 12/15/1791.**

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

### **Amendment 2 - Right to Bear Arms. Ratified 12/15/1791.**

A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

### **Amendment 3 - Quartering of Soldiers. Ratified 12/15/1791.**

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

### **Amendment 4 - Search and Seizure. Ratified 12/15/1791.**

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

### **Amendment 5 - Trial and Punishment, Compensation for Takings. Ratified 12/15/1791.**

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

### **Amendment 6 - Right to Speedy Trial, Confrontation of Witnesses. Ratified 12/15/1791.**

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence.

### **Amendment 7 - Trial by Jury in Civil Cases. Ratified 12/15/1791.**

In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law.

### **Amendment 8 - Cruel and Unusual Punishment. Ratified 12/15/1791.**

Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

### **Amendment 9 - Construction of Constitution. Ratified 12/15/1791.**

The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

### **Amendment 10 - Powers of the States and People. Ratified 12/15/1791.**


The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

# MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

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TO: Mayor Matherly and City Council Members  
FROM: D. Danyielle Snider, MMC, City Clerk   
SUBJECT: Application for Liquor License Transfer – Ownership and Controlling Interest  
DATE: December 9, 2020

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

License Type: Beverage Dispensary, License #556  
DBA: **International Hotel & Bar**  
Licensee/Applicant: Hard Work, LLC  
Physical Location: 122 N. Turner Street, Fairbanks AK

Corp/LLC Agent:	Address	Phone	Date/State of Incorporation	Good standing?
Hard Work, LLC Nathan Davis	511 30th Avenue Fairbanks, AK 99701	907-795-0515	06/26/2020 – AK	Yes

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

Entity Ownership:	Address	Phone	Title/Shares (%)
Nathan Davis	511 30th Avenue Fairbanks, AK 99701	907-795-0515	Manager/Member – 50%
Dayton MacCallum	810 College Road Fairbanks, AK 99701	907-888-5880	Member – 10%
Michael Kralman	3795 Swenson Avenue Fairbanks, AK 99709	907-378-8677	Member – 10%

This is a transfer from owner Dakota Ventures, Inc.. Current shareholders with Dakota Ventures are John Jackovich (50%) and Vicki Jackovich (50%).

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

The Fairbanks Police Department (FPD) has submitted a call report for this location (see attached), but they are not recommending protest.

There are **no departmental objections** to the transfer of this license.



# CITY OF FAIRBANKS PUBLIC SAFETY

## INTERNATIONAL HOTEL & BAR (BIG I) 122 N TURNER ST

12-10-2019 - 12-08-2020

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	<del>11/23/2020 06:46</del>	<del>SUSP</del>	122 N TURNER ST	O58	NRP	11/23/2020 07:03:38
20004281	<del>11/12/2020 14:00</del>	<del>THEFT FROM</del>	122 N TURNER ST	O50	RPT	11/12/2020 15:44:02
20003897	<del>10/17/2020 12:26</del>	<del>FOUND PROPERTY -</del>	122 N TURNER ST	S3	RPT	10/17/2020 13:21:57
	<del>10/14/2020 23:35</del>	<del>DUI - PARKED -</del>	122 N TURNER ST	O58	NRP	10/14/2020 23:47:05
20003815	<del>10/12/2020 08:24</del>	<del>SUSPICIOUS -</del>	122 N TURNER ST	O15	RPT	10/12/2020 09:28:15
	<del>09/05/2020 18:45</del>	<del>DISTURBANCE</del>	122 N TURNER ST	O19	NRP	09/05/2020 19:32:55
MUSIC *	09/04/2020 23:25	NUISANCE - BRAVO	122 N TURNER ST	O58	NRP	09/05/2020 00:32:08
	<del>08/30/2020 00:02</del>	<del>10-36</del>	122 N TURNER ST	O57	WAR	08/30/2020 00:07:19
MUSIC *	08/29/2020 20:03	NUISANCE - BRAVO	122 N TURNER ST	S3	NRP	08/30/2020 02:00:24
	<del>08/13/2020 16:11</del>	<del>TRESPASS/UNWANTE</del>	122 N TURNER ST	O9	NRP	08/13/2020 16:19:50
MUSIC *	08/01/2020 23:16	PAST DISTURBANCE -	122 N TURNER ST	O19	NRP	08/02/2020 02:18:11
MUSIC *	08/01/2020 21:06	OTHER NOISE -	122 N TURNER ST	O53	NRP	08/01/2020 21:51:09
	<del>08/01/2020 15:41</del>	<del>HARASSMENT -</del>	122 N TURNER ST	O55	NRP	08/01/2020 16:07:21
	<del>07/12/2020 21:38</del>	<del>MINOR TRAF</del>	122 N TURNER ST	O2	SUBL	07/12/2020 23:20:20
	<del>06/28/2020 19:44</del>	<del>LOST PROPERTY -</del>	122 N TURNER ST	DESK	NRP	06/28/2020 19:46:16
	<del>06/28/2020 01:07</del>	<del>DISTURBANCE</del>	122 N TURNER ST	O53	NRP	06/28/2020 01:27:20
	* 06/25/2020 00:30	DUI - MOVING - DELTA	122 N TURNER ST	L1	NRP	06/25/2020 01:07:37
20001843	* 06/03/2020 12:22	COMMERCIAL ALARM	122 N TURNER ST	O54	RPT	06/03/2020 14:15:26
<i>Durg alarm w/ arrest</i>	<del>06/02/2020 05:00</del>	<del>INDECEN/LEWDNESS</del>	122 N TURNER ST	O34	NRP	06/02/2020 05:19:53
	<del>04/13/2020 05:29</del>	<del>10-36</del>	122 N TURNER ST	O52	WAR	04/13/2020 05:40:40
20000862	<del>03/17/2020 21:41</del>	<del>SI - FOLLOW-UP</del>	122 N TURNER ST	O2	RPT	03/17/2020 21:47:14
	<del>03/15/2020 20:27</del>	<del>911 HANG-UP -</del>	122 N TURNER ST	O4	NRP	03/15/2020 20:41:01
20000861	<del>03/14/2020 23:49</del>	<del>SI - FOLLOW-UP -</del>	122 N TURNER ST	O52	RPT	03/15/2020 00:25:00
20000862	* 03/14/2020 04:48	PAST DOMESTIC	122 N TURNER ST	O52	RPT	03/14/2020 08:00:51
	<del>02/23/2020 01:28</del>	<del>SI - BAR CHECK -</del>	122 N TURNER ST	O17	NRP	02/23/2020 01:38:19
	<del>02/11/2020 20:28</del>	<del>DISTURBANCE</del>	122 N TURNER ST	O13	NRP	02/11/2020 20:38:46
20000399	<del>02/06/2020 01:27</del>	<del>PAST VEHICLE THEFT</del>	122 N TURNER ST	O17	RPT	02/06/2020 02:37:25
20000329	<del>01/30/2020 17:26</del>	<del>MVC INJURIES -</del>	122 N TURNER ST	O29	RPT	01/30/2020 18:41:01
	<del>01/17/2020 22:09</del>	<del>SI - BAR CHECK</del>	122 N TURNER ST	O53	NRP	01/17/2020 22:20:55
	12/29/2019 02:18	SI - BAR CHECK	122 N TURNER ST	O53	NRP	12/29/2019 02:22:00

Total Number of Events Listed: 30

**ORDINANCE NO. 6145, AS AMENDED**

**AN ORDINANCE ADOPTING THE 2021 OPERATING  
AND CAPITAL BUDGETS**

**WHEREAS**, pursuant to City Charter Section 5.2, on October 20, 2020, Mayor Matherly presented a recommended annual operating and capital budget estimate for 2021; and

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

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

**SECTION 1.** There is hereby appropriated to the 2021 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, 2021 and ending December 31, 2021 (see pages 2 and 3).

**GENERAL FUND**

<u>REVENUE</u>	MAYOR PROPOSED BUDGET	REVIEW PERIOD INCREASE (DECREASE)	PROPOSED COUNCIL APPROPRIATION
Taxes, (all sources)	\$ 21,566,773	\$ (300,000)	\$ 21,266,773
Charges for Services	5,566,800	-	5,566,800
Intergovernmental Revenues	1,473,000	-	1,473,000
Licenses & Permits	1,759,950	-	1,759,950
Fines, Forfeitures & Penalties	486,500	-	486,500
Interest & Penalties	185,500	-	185,500
Rental & Lease Income	150,562	(4,800)	145,762
Other Revenues	221,000	-	221,000
Other Financing Sources	4,824,283	-	4,824,283
Total revenue appropriation	<u>\$ 36,234,368</u>	<u>\$ (304,800)</u>	<u>\$ 35,929,568</u>
<b><u>EXPENDITURES</u></b>			
Mayor Department	\$ 689,354	\$ -	\$ 689,354
Legal Department	202,469	-	202,469
Office of the City Clerk	428,392	(5,099)	423,293
Finance Department	956,686	-	956,686
Information Technology	2,322,265	-	2,322,265
General Account	3,871,000	(202,500)	3,668,500
Police Department	7,414,671	<b>(69,965)</b>	7,344,706
Dispatch Center	2,563,194	5,000	2,568,194
Fire Department	7,367,999	-	7,367,999
Public Works Department	8,619,313	50,000	8,669,313
Engineering Department	799,163	3,000	802,163
Building Department	664,314	-	664,314
Total expenditure appropriation	<u>\$ 35,898,820</u>	<u>\$ (219,564)</u>	<u>\$ 35,679,256</u>
Estimated general fund balance	\$ 9,999,556	\$ -	\$ 9,999,556
Increase (Decrease) to fund balance	335,548	(85,236)	250,312
2020 estimated unassigned balance	<u>\$ 10,335,104</u>	<u>\$ (85,236)</u>	<u>\$ 10,249,868</u>
Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$4,000,000.			<u>\$ 7,135,851</u>



## CAPITAL FUND

<u>REVENUE</u>	MAYOR PROPOSED BUDGET	INCREASE (DECREASE)	COUNCIL APPROPRIATION
Transfer from Permanent Fund	\$ 640,004	\$ -	\$ 640,004
Transfer from General Fund	-	-	-
Public Works	250,000	-	250,000
Garbage Equipment Reserve	255,750	-	255,750
Building	10,000	-	10,000
Police	180,000	-	180,000
Dispatch	140,000	-	140,000
Fire	290,000	-	290,000
IT	70,000	-	70,000
Property Repair & Replacement	145,000	-	145,000
Total revenue appropriation	<u>\$ 1,980,754</u>	<u>\$ -</u>	<u>\$ 1,980,754</u>
 <u>EXPENDITURES</u>			
Public Works Department	\$ 422,000	\$ -	\$ 422,000
Police Department	240,000	-	240,000
Fire Department	440,000	(65,000)	375,000
IT Department	201,304	-	201,304
Road Maintenance	453,890	-	453,890
Property Repair & Replacement	360,000	-	360,000
Total expenditure appropriation	<u>\$ 2,117,194</u>	<u>\$ (65,000)</u>	<u>\$ 2,052,194</u>
Estimated capital fund balance	\$ 11,770,138	\$ -	\$ 11,770,138
Increase (Decrease) to fund balance	(136,440)	65,000	(71,440)
2020 estimated assigned fund balance	<u>\$ 11,633,698</u>	<u>\$ 65,000</u>	<u>\$ 11,698,698</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, 2021 and ending December 31, 2021.

**SECTION 3.** The effective date of this ordinance shall be the 14th day of December 2020.

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

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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

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

**RESOLUTION NO. 4945**

**A RESOLUTION TO EXTEND THE SUNSET DATE FOR THE INCENTIVE  
BONUS PROGRAM WITH THE FAIRBANKS EMERGENCY  
COMMUNICATIONS CENTER FOR RECRUITMENT AND HIRING**

**WHEREAS**, an Incentive Bonus Program for recruitment and hiring at the Fairbanks Emergency Communications Center (FECC) was established by the City Council on April 22, 2019, with the adoption of Ordinance No. 6102; and

**WHEREAS**, the ordinance specified that the program would sunset on December 31, 2020, unless extended by Resolution of the City Council; and

**WHEREAS**, FECC currently has two dispatcher vacancies and anticipates a couple retirements in the next few years; and

**WHEREAS**, it currently costs the City of Fairbanks a minimum of \$18,562 in salaries and benefits to support one employee through the Dispatch Academy, which does not include additional training costs such as travel; and

**WHEREAS**, a one-time sign-on bonus of \$15,000 for a lateral hire would help attract applicants and would constitute a significant cost savings to the City; and

**WHEREAS**, all lateral hire bonuses will be funded through salary savings.

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

**Section 1.** An applicant who is a certified dispatcher in the IAED Protocols or is able to meet certifications required by established FECC standards will be paid \$15,000 “sign-on bonus” in two installments. One payment, half of the “sign-on” bonus, will be paid the first paycheck after completing the Communications Training Program. The second payment of the remaining “sign-on” bonus will be paid on the first paycheck after completing the probation period, subject to the payback provisions specified in the attached Sign-on Bonus Agreement.

**Section 2.** If an active City of Fairbanks employee recruits a new dispatcher (defined in Section 1) who successfully completes the training process and probationary period, the employee will receive a recruitment bonus of \$5,000. The City of Fairbanks employee will receive half of the recruitment bonus upon the employee completing the Communications Training Program. The second half of the bonus will be paid upon the employee completing the probation period.

**Section 3.** The bonuses established in Sections 1 and 2 of this ordinance will be funded through savings from budgeted salaries as available. This program will sunset on December 31, 2022 unless extended by Resolution of the City Council.

**PASSED and APPROVED this 14th day of December 2020.**

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**Jim Matherly, City Mayor**

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 4945

Abbreviated Title: FECC INCENTIVE BONUS

Department(s): FECC

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:	2021	2022	Total
FECC SALARY AND BENEFITS			\$0
			\$0
			\$0
			\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

FUNDING SOURCE:	2021	2022	Total
GENERAL FUND			\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

FECC incentive bonuses will be paid from salary savings.

Reviewed by Finance Department: Initial mb Date 12/9/2020



## Fairbanks Emergency Communications Center Sign-On Bonus Agreement

This agreement is made between the CITY OF FAIRBANKS (“the City”) and \_\_\_\_\_ (“Employee”).

WHEREAS, pursuant to Ordinance No. 6102, as Amended, the City is offering a sign-on bonus to a person who begins employment for the City of Fairbanks Emergency Communications Center (FECC) for the first time as a DISPATCHER and who meets the City requirements as a Lateral-Hire Dispatcher; and

WHEREAS, in return for the bonus, the Employee agrees to the terms and conditions set out below.

The City and the Employee agree to the following terms:

1. The City agrees to pay the Employee \$15,000.00 as a Sign-on Bonus in return for the Employee accepting the City’s offer of employment. Half of this amount will be paid directly to the Employee on the Employee’s first paycheck following the completion of the Communications Training Program. The second half of this amount will be paid directly to the Employee on the Employee’s first paycheck following the completion of the probation period.
2. The City will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes will be withheld as bonus earnings from the Sign-on Bonus and reported to the Internal Revenue Services as income on the Employee’s Form W-2. The Sign-on Bonus is not considered “salary” and will not be included for purposes of retirement benefit calculations or salary increases.
3. The Department will adhere to all relevant City and Department policies during the hiring process and in making bonus payments to employees.
4. In return for accepting the Sign-on Bonus the Employee agrees to work for the Department, on a regular and full-time basis for at least three years beginning \_\_\_\_\_ and ending on \_\_\_\_\_. Should the Employee resign, quit, or be terminated for cause before the above-stated ending date, the Employee shall repay a prorated amount of the Sign-on Bonus as provided for in the following paragraphs.
5. The Employee’s failure to remain employed by the Department for three years will trigger the Employee’s duty to repay, pro-rata, the amount paid by the Department pursuant to paragraph 1, above. (This amount may be more than the Employee received due to tax or other withholdings.) For example, if the Employee leaves one year prior to the end date, they will repay 12/36 of such amount. To facilitate this repayment, the Employee, by signing below, expressly gives the City a lien on all their salary, wages, and other sums payable to them by City. In addition, the Employee hereby authorizes the City to withhold all amounts so due from any sum payable to the Employee by the Department and City. The Employee also agrees that any tax consequences that result from the repayment of the Sign-on Bonus or any portion thereof will be the sole and exclusive responsibility of the Employee.



6. If the Employee fails to remain employed by the Department for three years for reasons beyond their control (e.g. injury, illness or death), other than just cause termination, the Department may in its sole discretion waive all or part of the liability owed by the Employee. Any such waivers must be approved in writing by both the FECC Manager and the Mayor.
  
7. If any part of the Agreement is found to be invalid or unenforceable, the other parts will remain valid and enforceable, and Employee agrees, represents, and warrants that they will be held to any applicable repayment of the Sign-on Bonus.

BY SIGNING BELOW, the Employee certifies that they have not accepted a financial incentive for accepting employment at the City, other than as described in this Agreement.

IN WITNESS THEREOF:

\_\_\_\_\_  
FECC Dispatcher

\_\_\_\_\_  
Date

\_\_\_\_\_  
FECC Manager, Kristi Merideth

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**RESOLUTION NO. 4946**

**A RESOLUTION EXTENDING THE MAYOR'S DECLARATION OF A DISASTER EMERGENCY, EXTENDING THE TEMPORARY PROVISIONS OF ORDINANCE NO. 6126 REGARDING TELEPHONIC PARTICIPATION OF COUNCIL MEMBERS AND CONDUCT OF COUNCIL MEETINGS, AND EXTENDING THE MAYOR'S AUTHORITY REGARDING THE USE OF CITY EQUIPMENT AND PERSONNEL OUTSIDE CITY LIMITS**

**WHEREAS**, since March, the Mayor and City Council have taken many actions in response to the COVID-19 pandemic, including the efficient and effective disbursement of CARES Act funds to the community; and

**WHEREAS**, recently there has been good news concerning vaccines for the coronavirus, but unfortunately the pandemic has not yet been brought under control in the city, in the state, or in the nation; and

**WHEREAS**, on March 24, 2020, Mayor Matherly issued a Declaration of a Disaster Emergency Within the City of Fairbanks for the COVID-19 Pandemic and Requesting State and Federal Assistance, which has been extended four times (Resolutions 4907, 4909, 4913, and 4928, as Amended) and is set to expire on December 31, 2020; and

**WHEREAS**, the Council enacted Ordinance No. 6126 that authorized telephonic participation by council members at City Council meetings and authorized the Mayor to modify the provisions of the Fairbanks General Code regarding the conduct of public meetings through May 31, 2020, which were extended two times (Resolutions No. 4913 and 4928, as Amended) and are set to expire on December 31, 2020; and

**WHEREAS**, Resolution No. 4928, as Amended, authorized remote participation of council members and members of the community using an online platform; and

**WHEREAS**, the Council granted the Mayor the authority (Ordinance 6128) to approve the use of city equipment and personnel outside the city limits during the COVID-19 emergency, which was extended twice (Resolutions No. 4913 and 4928, as Amended) and is set to expire on December 31, 2020; and

**WHEREAS**, an extension of the Mayor's declaration of emergency and the provisions of Ordinances No. 6126 and 6128 are warranted.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fairbanks, that the Mayor's Declaration of a Disaster Emergency Within the City of Fairbanks for the COVID-19 Pandemic and Requesting State and Federal Assistance is hereby extended through June 30, 2021, unless extended or terminated by further resolution of the City Council; and

**BE IT FURTHER RESOLVED** that the temporary provisions of Ordinance No. 6126, authorizing the telephonic participation of council members at City Council meetings and authorizing the Mayor to modify provision of the Fairbanks General Code regarding public meeting and the temporary provision approved by Resolution 4928, as Amended, allowing remote participation of council members and community members via an online platform, are hereby extended through June 30, 2021, unless extended or terminated by further resolution of the City Council; and

**BE IT FURTHER RESOLVED** that the temporary provisions of Ordinance No. 6128, allowing the Mayor to authorize the use of city equipment and personnel outside the city limits to help ensure the health, safety, and welfare of the community during the current public health emergency, are hereby extended through June 30, 2021, unless extended or terminated by further resolution of the City Council.

**PASSED and APPROVED this 14th Day of December 2020.**

---

**Jim Matherly, Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul J. Ewers, City Attorney

**ORDINANCE NO. 6146**

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

**WHEREAS**, in August of 2020, the City and the International Brotherhood of Electrical Workers Local 1547 (IBEW) entered into contract talks to update the Collective Bargaining Agreement (CBA) dated January 1, 2018 – December 31, 2020; and

**WHEREAS**, the negotiating teams for the City and IBEW have reached a tentative agreement for a replacement CBA, which upon ratification will be in effect from January 1, 2021 through December 31, 2023; and

**WHEREAS**, the City's 2021 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 IBEW membership.

**Section 3.** That once ratified, the collective bargaining agreement will be effective from January 1, 2021 through December 31, 2023.

---

**Jim Matherly, Mayor**

AYES:  
NAYS:  
ABSTAIN:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

---

Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 6146

Abbreviated Title: IBEW

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? 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:	2021	2022	2023	Total
SALARY AND BENEFITS [2021 - 1.5%]	\$54,180	\$54,180	\$54,180	\$162,540
SALARY AND BENEFITS [2022 - 1.5%]		\$55,000	\$55,000	\$110,000
SALARY AND BENEFITS [2023 - 1.5%]			\$56,000	\$56,000
<b>TOTAL</b>	<b>\$54,180</b>	<b>\$109,180</b>	<b>\$165,180</b>	<b>\$328,540</b>

FUNDING SOURCE:	2021	2022	2023	Total
GENERAL FUND	\$54,180	\$109,180	\$165,180	\$328,540
<b>TOTAL</b>	<b>\$54,180</b>	<b>\$109,180</b>	<b>\$165,180</b>	<b>\$328,540</b>

The CBA provides a 1.5% to 3.0% Anchorage CPI using a three-year average with sixty cents allocated to health care costs. The CBA also provides a year-end bonus based on salary savings for IBEW positions as of October in an amount not to exceed \$1,500 per employee. **This fiscal note reflects 1.5% for all years and does not reflect the bonus since it will only be issued if there are salary savings.**

Reviewed by Finance Department:

Initial mb

Date 12/8/2020

**WORKING AGREEMENT**

**BETWEEN**

**THE CITY OF FAIRBANKS**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1547**

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

**January 1, 2021 – December 31, 2023**



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**AGREEMENT  
BETWEEN**

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

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

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

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

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

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

The purposes of this Agreement are:

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

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

## **ARTICLE 2 RECOGNITION**

### 2.1 - Exclusive Bargaining Agent

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

### 2.2 - Job Classifications and Descriptions

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

- A. Additional classifications or reclassifications shall be included within the bargaining unit or exempt therefrom based on the Alaska Labor Relations Agency criteria.
- B. The City agrees to submit material changes in job descriptions for review and comment by the Union prior to implementing such changes. New job classifications created, or existing job classifications changed during the life of this Agreement shall be submitted to the Union for review and comment prior to implementation.
- C. Union comments are due within 5 business days of submission to the Union unless agreed otherwise by the parties. The City shall make a good faith effort to take Union comments into consideration. The City reserves the right to make the final decision regarding such classifications and reclassifications. Only the most recently dated and initialed version of the job description is effective.
- D. Should unresolvable differences as to inclusion or exclusion of additional



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

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

### 2.3 - Intern Program

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

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

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

### 2.4 - Work-Study Job Training Program

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

## **ARTICLE 3 HIRING PREFERENCES**

### 3.1 - Non-Discrimination

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

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

### 3.2 - Local Hire Clause

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

### 3.3 – Nepotism/Fraternization

A person may not be employed when that person is related by blood or marriage to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist. By mutual agreement, between the City and IBEW, once both parties have agreed to a new policy regarding Nepotism and Fraternalization, this new policy will supersede this contract.

## **ARTICLE 4 UNION SECURITY**

### 4.1 Union Membership

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer, but neither union membership nor payment of an agency fee is a condition of employment with the City.
- B. A business representative or shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes within 7 calendar days from the date of hire, for a new employee orientation.
- C. The City agrees that it will not discourage an employee from joining the Union or becoming an agency fee payer.
- D. The City agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the union.
- E. The City agrees that it will not disclose home addresses, personal telephone numbers, personal cell phone numbers, or personal email addresses of any

employee to any entity other than the Union without the written authorization of the employee.

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

#### 4.2 - Exclusive Negotiations with Union

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

#### 4.3 - Check Off and Payroll Deductions

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

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

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

#### 4.4 - List of Bargaining Unit Members

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

#### 4.5 - Professional Representation

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

#### 4.6 - Employee Representatives

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

#### 4.7 - Negotiating Team

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

### **ARTICLE 5 MANAGEMENT'S RIGHTS**

#### 5.1 – General

The City of Fairbanks is a home rule municipality organized under the laws of the State of Alaska. All rights and powers of the City are expressly reserved to and for the City exclusively, except and unless they are expressly limited by the clear and explicit language of some provision of this Agreement

#### 5.2 – Subcontracting

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

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

An employee laid off because of the City's exercise of its rights under this Section shall have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 12-month period. Disputes as to the comparability or equivalence of any position shall be resolved in accordance with expedited arbitration. Notification of vacancy pursuant to this Section shall be to the Union's Fairbanks business office. The employee's time to respond to such notice shall be as set forth in Article 23, Section 2(B).

## **ARTICLE 6 HOLIDAYS**

### 6.1 – Listing

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

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

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

### 6.2 - Observance of Holidays

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

### 6.3 - Working on Holidays

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

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

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

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

## **ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURE**

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption to work schedules. Every reasonable effort shall be made by both the City and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive means of resolving differences and disputes under this Agreement.

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

### **7.1 - Regular Arbitration**

#### **STEP ONE –**

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

## STEP TWO –

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

### 7.2 - Expedited Arbitration

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

### 7.3 - Regular Arbitration/Arbitrator Selection

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

The parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of 7 names of persons who

are available for service as labor arbitrators.

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

#### 7.4 - Expedited Arbitration/Arbitrator Selection

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



## 7.5 - Rules Common to Regular and Expedited Arbitration

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

## 7.6 - Employee Witnesses

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

## 7.7 - Retroactive Pay

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

## 7.8 – Discharge

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

## 7.9 – Default

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

# **ARTICLE 8 DISCHARGE AND NOTICE**

## 8.1 - Timely City Notice To Employee

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

## 8.2 - Timely Employee Notice To City

All permanent employees who have fulfilled probationary requirements shall give the Employer two weeks' notice before leaving their employment unless mutually agreed beforehand between the Employer and the employee. Notation of failure to give proper notice will be placed in the employee's personnel file and may result in the employee being classified as "Ineligible for Rehire." If the employee is a department head then a 30 day notice is required.

## 8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor shall be deemed given when delivered to the Mayor, or when delivered to the Human Resources Director. Notices required or allowed to be given to the Union shall be deemed given when delivered to the Union's business agent, or when delivered to the secretary or person in

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

#### 8.4 - Termination For Cause

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

### **ARTICLE 9 HEALTH AND WELFARE**

#### 9.1 - Health and Welfare

- A. The City agrees to pay each month for coverage of employees working under the terms of this Agreement in the Alaska Electrical Health and Welfare Plan. All new employees shall be covered on the first of the month following the date of employment.
- B. The City's contribution shall be as provided in Schedule "A." The City, as part of the package rate, will apply \$.60/hour to health care for each of the three years of this contract.
- C. The Union agrees to allocate sufficient funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding.

#### 9.2 - Retirement/Pension and Social Security

- A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF), as described in the Trust Fund Plan Document, dated October 1987, and as amended from time to time, as provided in Schedule "A".
- B. In the event Federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by mutual agreement, determine how such legislation shall impact this Agreement.
- C. Employees may voluntarily contribute to the Alaska Electrical Worker's Money Purchase Pension Plan. The Employer agrees to withhold, and forward voluntary contributions authorized by the employee.

### 9.3 - Deferred Compensation

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

### 9.4 - Physical Examinations

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

### 9.5 - Fitness to Perform Duties

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

If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician or specialist (whichever the case may demand) mutually agreeable to the Employer and employee. The results of this third examination shall be final and binding, subject only to the grievance (appeal) and arbitration procedures described elsewhere in this Agreement. The Employer shall pay for the first physical and/or mental examination. If the third physician agrees with the first physician, then the employee will be responsible for the cost of the third examination. Otherwise, the Employer shall pay for the cost of the third examination.

## 9.6 - Drug Testing

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

## 9.7 - Unemployment Compensation

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

## 9.8 - Section 125 Plan

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

## 9.9 - IBEW Legal Trust Fund

Upon notice from the Union that the bargaining unit has elected to participate in the IBEW Legal Trust fund, the Employer shall deduct fifteen cents (\$.15) per compensable hour for each bargaining unit employee. The Employer will forward monies deducted under this Section to the Union via the monthly report provided to the Alaska Electrical Trust Fund on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the deductions were made. The Union agrees to hold harmless the Employer from any claim arising out of this deduction process except that of ordinary diligence and care in the forwarding of monies deducted under this Section.

# **ARTICLE 10 WORKING CONDITIONS**

## 10.1 - Work Week

- A. Members of this bargaining unit are professional, executive and/or administrative employees, and as such are required to work a sufficient number of hours to perform their job duties, some of whom are exempt from receiving overtime.
- B. Flexible work week and work day schedules will be fully considered and used with the mutual consent of the City and employee, including work beyond 8 hours a day and work on more than 5 days.
- C. Non-exempt employees shall receive overtime for all hours that exceed 8 hours per day or 40 hours per week. Employees working a flex schedule are an exception to this rule, whereby overtime will be paid for hours more than the

established daily flex schedule or 40 hours per week. No employee will work any overtime or any hours outside the employee's normal schedule without the prior approval of the Department Head. If Management directs an employee to work a scheduled non-standard workweek, ie, Tuesday through Sat, then that employee will be compensated at a rate of 1.5 per hour for the work performed on the weekend. This will not apply to employees who ask for a flexible schedule, only management directed alteration of the work schedule.

- D. Employees called back to work by their Department Head after leaving work will be employed for a minimum of 2 hours or credited with a minimum of 2 hours of work towards the 8 hours for that day or 40 hours of work for that week.
- E. Unless mutually agreed otherwise, an employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.

## 10.2 – Job Share

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

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

### 10.3 - Pay Periods

Pay days shall be established covering payroll periods from the 1st to the 15th day of the month, paid no later than the end of that month inclusive and from the 16th day of the month to the last day of the month paid no later than the 15th of the following month inclusive, except when pay day falls on Saturday, Sunday or a holiday. If pay day falls on Saturday or Sunday unless preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on a recognized holiday, pay day may be on the day prior to the holiday, if Monday is a recognized holiday, in which event pay day will be on the Friday prior. The City reserves the right to establish a 26-pay period/year pay period. Each check shall have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and, if applicable, overtime hours worked. If an employee is not paid on the established pay day, they shall receive 8 hours pay at the straight time rate for each 24-hour period until they receive their paycheck. Acts of God are the exception to this article.

### 10.4 - Revocation of Driver's License

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

### 10.5 - Work Environment

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

### 10.6 - Bulletin Boards

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

### 10.7 – Indemnification

In the event any action or claims are made by a person or entity against any employee, or their estate, for actions done while in the scope of City employment, the claim shall be

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

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

## **ARTICLE 11 PROBATION**

### **11.1 – Object**

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

### **11.2 – Duration**

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

### **11.3 – Dismissal**

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



## **ARTICLE 12 EMPLOYEE RECORDS**

### 12.1 - Examination of Records

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

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

### 12.2 – Work Time Records

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

## **ARTICLE 13 EQUIPMENT AND CLOTHING**

### 13.1 – Clothing

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

### 13.2 - Employer Issued

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

or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment and supplies.

### 13.3 - Personal Property

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

### 13.4 - Improved Equipment

The City shall try to provide employees with equipment that will allow the employee to work efficiently and improve productivity, i.e., computers, word processors, vehicles, and all other equipment and instruments necessary to perform the work. In the event such necessary equipment is not provided, the employee(s) affected shall not be penalized for any loss of efficiency or productivity that may result.

### 13.5 - City Property

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

## **ARTICLE 14 SAFETY**

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

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

## **ARTICLE 15 EDUCATION, TRAINING AND TUITION**

### 15.1 - Employer Provided

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

required by the Mayor, or designee, to attend training or education. The parties agree that reimbursement responsibility will be made clear prior to education and training.

## 15.2 - Employee Requested

An employee may wish to obtain education or training in addition to that provided by the Employer under Section 15.1. To obtain a tuition refund or reimbursement for any other conference or seminar (tuition), education or training costs and fees, including travel and accommodations, employees must first obtain prior written consent of the Mayor. Where such consent has been provided and upon proof of successful completion of the education or training, the City shall give the employee administrative leave for travel to and from, as well as attendance at, the conference or seminar and shall refund 100% of tuition paid for such education or training. The City shall also reimburse the employee for any pre-approved reasonable costs, fees or travel expenses paid by the employee in connection with such education or training. Reasonable costs, fees and travel expenses reimbursed for travel outside the City of Fairbanks shall be as described in Article 19, Travel and Per Diem.

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

## **ARTICLE 16 WAGES**

### 16.1 - Wage Classification and Salaries

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

- A. Newly created classifications, temporary and intern employee wage structures will be mutually established by the City and Union assessed by the knowledge, skills and abilities of the individuals.
- B. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed based on annual compensable hours, is a more accurate method of reflecting the actual cost to the City.
- C. For each year of this contract the City will increase the members' package rate by the percentage of the average of the prior three years Anchorage CPI rate with a minimum increase of 1.5% and a maximum increase of 3%.

(Examples: 3-year average less than 1.5%, City pays 1.5%; 3-year average greater than 3%, City pays 3%; average between 1.5% and 3%, City pays the actual average increase).

- D. Once the annual package rate is determined, \$.60/hour will be applied to health care for each year of the contract.
- E. A One-time bonus not to exceed \$1500 will be paid in each year of the contract. This bonus is only good for this three-year contract and is not intended to become a past practice for future contracts. This bonus will be issued in the first pay period of December of each year of the contract. This bonus will be funded by salary savings from unfilled IBEW positions and only to the extent of such savings (Example: if there are not sufficient salary savings to fund the full bonus, the bonus to each employee will be prorated based on the actual amount of savings; the maximum bonus will be \$1,500).

#### **Methodology:**

- IBEW City savings will be calculated for the time period of Jan 1 through Oct 31.
- Total number of IBEW employees will be determined on that same date.
- Salary savings will then be divided between the IBEW members for an amount not to exceed \$1,500.
- Employees will receive their bonus in the first pay period of December that is paid on December 31.
- Any employee who is hired after Jan, will have their bonus prorated. If they work any part of the month, they get credit for the entire month.
- Any employee who leaves the City employment before the bonus payout is not eligible for the bonus

## 16.2 – Pay for Temporary Assignments

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

### 16.2.1 – Compensation for Service as Acting Department Head

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

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

### 16.3 - Compensatory Time

#### A. Exempt Employees.

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

#### B. Non-Exempt Employees.

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

#### C. Compensatory Time Balances.

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

### 16.4 - Court Appearance

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

## **ARTICLE 17 PERFORMANCE EVALUATIONS**

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

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

## **ARTICLE 18 FILLING OF VACANCIES**

### **18.1 - Promotional Opportunities**

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

### **18.2 - Vacancy Promotions**

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

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

### **18.3 - Application Procedure**

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

### **18.4 – Rights**

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

## 18.5 - Promotions/Transfers

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

## **ARTICLE 19 TRAVEL AND PER DIEM**

### 19.1 - Official Travel Outside City of Fairbanks

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

The City will fully reimburse the employee for travel, lodging, parking, and other required expenses. The City will use the State of Alaska per diem rates for all travel meals and optional items.

### 19.2 - Use of Personal Vehicles

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

## **ARTICLE 20 PERSONAL LEAVE**

### 20.1 - Personal Leave

A. Employees shall accrue leave according to the following schedule:

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

B. Leave Cap -

A cap of 600 hours will be placed on leave. If any employee has over 600 hrs of leave at the end of the calendar year, then the amount over 600 must be cashed out.

C. Grandfather Clause-

On Dec 31, 2020, those employees that have over 600 hours in their leave bank have five years to cash it out or take their leave to reduce the balance to 600 hours or less. After five years, Dec 31, 2025, all leave over 600 hours must be cashed out.

## 20.2 – Leave Requests

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

## 20.3 - Termination Cash Out

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

## 20.4 - Draw Down of Personal Leave

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

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

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

Total Personal Leave Hours for Draw Down:

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



## 20.5 - Personal Leave Donations

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

- A. Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate in increments of not less than 4 hours and deliver said leave slip to the Finance Department.
- B. Each leave slip will have written or typed along the bottom: "Leave donated to (employee name)." The employee receiving the leave donation will have the amount of leave converted to their pay rate.
- C. Once personal leave is donated, it is irretrievable by the donor.
- D. It is the understanding of the City that the Internal Revenue Service currently treats donated leave as income to the recipient, and not a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

## 20.6 - Expiration of Accrued Personal Leave

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

## 20.7 - Seniority Rights During Illness or Disability

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

## 20.8 - Job-Incurred Injury or Illness

In the event of a job-incurred injury or illness within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for such employee until it has been established that the employee will be unable to return to work or one year, whichever is sooner. An award to the employee of Workers' Compensation Permanent Disability shall be deemed to establish that the employee will

be unable to return to work unless the employee, by returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude their return to the job in question. The City will comply with all requirements of the Alaska Workers' Compensation Act. The employee shall be required to submit to their supervisor a monthly report from the attending physician. An employee may choose to use personal leave to supplement income during times of Workers' Compensation leave, provided that total net compensation is equal to or less than the employee's regular compensation.

#### 20.9 - Light or Limited Duty

In the event of an injury precluding the employee from returning to full duty status, the City and the Union shall mutually establish the scope of the employee's adjusted duties and adjusted rate of pay, with the employee's physician's approval of the adjusted duties. The employee's regular rate of pay shall be reinstated by the City upon receipt of a doctor's full work release.

### **ARTICLE 21 OTHER APPROVED ABSENCES**

#### 21.1 - Family/Medical Leave

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

#### 21.2 – Elections

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

#### 21.3 - Jury Duty

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

#### 21.4 - Funeral Leave

An employee may use personal leave or leave without pay to attend a funeral, when approved by the Mayor.

#### 21.5 - Military Service Leave

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

- A. Eligibility. Any permanent employee who leaves the City service for compulsory military duty shall be placed on military leave to extend through a period of 90 days after their release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in their position without loss of status or reduction in pay.
- B. Restoration. An employee returning from military leave shall be entitled to restoration to their former position, provided the employee makes application within 90 days after their release from duty and is physically and mentally capable of performing the duties of the position involved. If the position the employee vacated no longer exists at the time he or she is qualified to return to work, such person shall be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of status. Disputes as to the employee's fitness shall be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there shall be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.
- C. Disposition of Vacation Leave. An employee who leaves the City service for such military leave without pay may elect to be paid for any accrued leave they may be entitled to as if they were actually separating from the City service. The employee's decision shall be noted on the personnel action form effecting the leave. If the employee elects not to be paid for such leave, the accrued leave credits shall be reinstated upon return of the employee to the City service.
- D. Military Reserve Training or Emergency National Guard Service. Any employee who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training or duty for a period not exceeding 120 work hours during any one calendar year. Such military leave shall be with pay if all military pay the employee receives for the duties performed on such leave is paid to the City. The Mayor may authorize additional periods of military leave in the event of employee hardship in the event of prolonged involuntary military service.

## 21.6 - Leave Without Pay

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

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

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

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

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

#### 21.7 - Union Leave

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

## **ARTICLE 22 SENIORITY**

### 22.1 - Definition of Seniority

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

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

### 22.2 - Termination of Seniority

- A. Seniority shall be terminated upon:
  - 1. Discharge,
  - 2. Resignation,
  - 3. Layoff for a period of 2 years or more (or 9 months in the case of medical incapacity due to non-job-related injury or illness), or inability to return to work from a job-incurred injury or illness of 2 years or more as provided for in Section 20.8,
  - 4. Failure to respond in a timely and/or prescribed fashion to notice of recall, or
  - 5. Failure to return from an approved leave of absence on the stipulated date of expiration, or any unapproved absence from work without advance Employer approval in the absence of a legitimate and verifiable explanation.
- B. Seniority shall not be interrupted by:
  - 1. Periods of approved leave, except as set forth in Section 21.6 - Leave Without Pay,
  - 2. Workers' Compensation Leave, up to one year,
  - 3. Military Leave,
  - 4. Family/Medical Leave as set forth in Section 21.1, or
  - 5. Active military duty when recall for such duty is beyond the control of the employee.

## **ARTICLE 23 LAYOFF**

### 23.1 - General Provisions

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

### 23.2 - Recall

- A. Procedure. Upon layoff, the laid off employee shall be placed on the layoff list for that classification group from which the employee was laid off, and for the bargaining unit. Recall rights exist for 1 year from the effective date of layoff.
  - 1. The classification layoff list shall be ranked in inverse order of layoff. The recalled position shall be offered to the first employee on the classification layoff list.
  - 2. If the classification layoff list is exhausted and/or eligible employee(s) decline appointment or are not available, then the position shall be offered to the employee with the most seniority of those employees on the bargaining unit's layoff list that possess the required skills and abilities.
  - 3. If the bargaining unit's layoff list is exhausted and eligible employee(s) decline appointment or are not available, then the position shall be offered to the employee with the most City seniority of those employees on the bargaining unit's layoff list. To receive recall notice from the bargaining unit's layoff, list the employee shall provide written notice to the City at the time of layoff of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the

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

### 23.3 – Notification

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

## **ARTICLE 24 NO STRIKE OR LOCKOUT**

### 24.1 - No Strikes

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

### 24.2 - No Lockouts

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

### 24.3 - Violations

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

## **ARTICLE 25 SEVERABILITY**

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

## **ARTICLE 26 DURATION OF AGREEMENT**

### 26.1 - Term of Agreement

Except for the re-openers for Section 16.1 'Wage Classification and Salaries' that shall be effectively in place effective January 1, 2021 this Agreement shall be effective from January 1, 2021 through December 31, 2023. Any provision within this Agreement which has a retroactive effect shall only apply to those employees covered by this Agreement and employed by the City on the date that this Agreement is approved and signed by both the City and the Union. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual written agreement of both parties.

### 26.2 – Negotiations

Either party desiring to amend, modify, this Agreement must notify the other in writing at least one hundred eighty (180) days prior to December 31, 2023 for the entirety of the Agreement. Failure to provide such notice shall cause this Agreement to remain in full force and effect for one (1) additional year, and each year thereafter, as provided in Section 26.1 herein. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice and, until a satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect. However, changes can be made at any time by mutual written agreement and consent.

- A. In the event the expiration date of this Agreement is reached during or prior to the completion of negotiations for a new or modified agreement, this Agreement shall continue in full force and effect until a new agreement is reached, ratified



and executed by the parties.

- B. Should negotiations not result in an agreement after negotiations have been in progress for 90 calendar days, the no strike, no lockout provision of the Agreement shall become null and void, unless extended by mutual written agreement.

### 26.3 - Successor Clause

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

### 26.4 - Dispute Resolution

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

### 26.5 – Printing

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

### 26.6 – Ratification

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

## **ARTICLE 27 DEFINITION OF TERMS**

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

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

## 27.2 – Definitions

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

- A. "Administrative Leave" shall mean authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" shall mean the specific dollar amount paid the employee.
- C. "Anniversary date of hire" shall mean the date at which an employee has completed a service year of 52 weeks of paid service.
- D. "Promotion" shall be the assignment of an employee from one position/classification to another which will provide an increase in salary and which has a higher base rate of pay.
- E. A "regular appointment" shall be an appointment without time limitation, or special restrictions as to continued employment.
- F. A "regular employee" is an individual receiving a regular appointment.
- G. A "permanent employee" is one who has successfully completed probation.
- H. "Member" and "employee" mean a member of the bargaining unit covered by this Agreement unless the context indicates otherwise.
- I. "Position" is the office or employment whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.
- J. "Compensatory time" is defined in Section 16.3.
- K. "Seniority" is defined in Section 22.1.
- L. "Package Rate" includes all sums paid by the City for wages, pension contributions, and healthcare employer contributions.



<b>IBEW SCHEDULE A</b>					<b>EFFECTIVE 01-01-2021</b>	
<b>POSITION CLASSIFICATION</b>	<b>RANGE A 90%</b>	<b>RANGE B 95%</b>	<b>RANGE C 100%</b>	<b>RANGE D 105%</b>	<b>RANGE E 110%</b>	<b>PACKAGE RATE BASED ON RANGE C</b>
Administrative Assistant	25.98	27.42	28.87	30.31	31.75	44.08
HR Generalist	28.61	30.20	31.79	33.38	34.97	47.00
Legal Secretary	30.43	32.12	33.81	35.50	37.19	49.02
Deputy City Clerk	27.57	29.10	30.64	32.17	33.70	45.85
Deputy City Clerk/Cashier	25.98	27.42	28.87	30.31	31.75	44.08
City Engineer	47.16	49.78	52.40	55.02	57.64	67.61
Engineer III	42.65	45.02	47.39	49.76	52.13	62.60
Engineer II/Engineer Assistant II	34.09	35.98	37.87	39.77	41.66	53.08
Engineer I/Engineer Assistant I	31.20	32.93	34.67	36.40	38.13	49.88
Engineer Tech Supv/Surveyor	42.65	45.02	47.39	49.76	52.13	62.60
Environmental Manager	41.11	43.40	45.68	47.96	50.25	60.89
Quality Control Officer	30.05	31.72	33.39	35.06	36.73	48.60
Public Works Director	45.66	48.20	50.73	53.27	55.81	65.94
Building Official	44.76	47.25	49.74	52.22	54.71	64.95
Combination Building Inspector	34.97	36.91	38.85	40.79	42.74	54.06
Plans Examiner	35.20	37.16	39.11	41.07	43.02	54.32
Senior Structural Plan Check Engineer	42.65	45.02	47.39	49.76	52.13	62.60
Code Compliance Inspector	34.01	35.90	37.79	39.68	41.57	53.00
Police Chief	52.83	55.77	58.70	61.64	64.57	66.91
Emergency Dispatch Center Manager	41.42	43.72	46.02	48.32	50.62	61.23
Fire Chief	52.83	55.77	58.70	61.64	64.57	73.91
Assistant Fire Chief	43.47	45.88	48.30	50.71	53.13	63.51
Chief Financial Officer	49.06	51.78	54.51	57.24	59.96	69.72
Controller	42.87	45.25	47.64	50.02	52.40	62.85
General Ledger Accountant/Grants Manager	40.28	42.52	44.76	47.00	49.23	59.97
Accounting Specialist	28.58	30.17	31.75	33.34	34.93	46.96
<b>INACTIVE REPRESENTED POSITIONS LISTED BELOW</b>						
Engineer IV	42.88	45.27	47.65	50.03	52.41	62.86
Property Development Manager	38.74	40.89	43.04	45.19	47.34	58.25
FMATS MPO Coordinator	50.08	52.86	55.64	58.42	61.20	70.85
FMATS Administration Assistant	27.85	29.40	30.94	32.49	34.04	46.15
FMATS Planner	31.20	32.93	34.67	36.40	38.13	49.88
<b>NOTES:</b>						
Police Chief does not participate in IBEW pension plan.						
Deputy City Clerk with CMC certification to receive additional \$2.42 per hour on benchmark wage.						
Package includes \$7.00 per hour for pension and \$8.21 per hour for health care.						

## Section 2.

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

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

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

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

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

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

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

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

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

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

### **Section 3.**

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

**ORDINANCE NO. 6147**

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF FAIRBANKS AND THE PUBLIC SAFETY  
EMPLOYEES ASSOCIATION, FAIRBANKS POLICE COMMAND UNIT (FPCU)**

**WHEREAS**, the City and the PSEA entered into contract talks to create a new Union consisting of the Fairbanks Police Command Unit; and

**WHEREAS**, the negotiating teams for the City and PSEA have reached a tentative agreement for a Collective Bargaining Agreement (CBA), which upon ratification will be in effect from January 1, 2021 through December 31, 2023; and

**WHEREAS**, the City's 2021 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 (FPCU) membership.

**Section 3.** That once ratified, the collective bargaining agreement will be effective from January 1, 2021 through December 31, 2023.

---

**Jim Matherly, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 6147

Abbreviated Title: PSEA COMMAND UNIT CBA

Department(s): POLICE

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? 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:	2021	2022	2023	Total
SALARY AND BENEFITS DEPUTY CHIEF	\$185,379	\$187,879	\$190,416	\$563,674
SALARY AND BENEFITS CAPTAIN	\$179,207	\$0	\$0	\$179,207
SALARY AND BENEFITS LIEUTENANTS (4)	\$701,765	\$711,024	\$720,431	\$2,133,220
LESS CURRENT BUDGET & OT DECREASE	(\$907,662)	(\$914,697)	(\$918,730)	(\$2,741,089)
LESS COST FOR TWO POLICE OFFICER POSITIONS	(\$225,261)	\$0	\$0	(\$225,261)
<b>TOTAL</b>	<b>(\$66,572)</b>	<b>(\$15,794)</b>	<b>(\$7,883)</b>	<b>(\$90,249)</b>

FUNDING SOURCE:	2021	2022	2023	Total
GENERAL FUND SALARY SAVINGS	(\$66,572)	(\$15,794)	(\$7,883)	(\$90,249)
<b>TOTAL</b>	<b>(\$66,572)</b>	<b>(\$15,794)</b>	<b>(\$7,883)</b>	<b>(\$90,249)</b>

The CBA establishes exempt pay for Deputy Police Chief (\$135,000), Captain (\$130,000), and Lieutenants (\$125,000). The CBA also includes shift differential pay of \$3,000 annually for swing shift and \$4,800 annually for mid shift, prorated for only one person per shift. The Captain position is currently retained for one year and is funded by non-funding two police officer positions. **This fiscal note reflects the difference in current budgeted costs, reduction in overtime costs, non-funding two positions in 2021, and a 1.5% CPI increase for 2022 and 2023.**

Reviewed by Finance Department: Initial mb Date 12/10/2020



**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF FAIRBANKS**  
**AND**  
**THE PUBLIC SAFETY EMPLOYEES ASSOCIATION**  
**FAIRBANKS POLICE COMMAND UNIT**  
**(FPCU)**

**2020 – 2023**

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.

## **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, 2023.

### **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, 2023, 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 two (2) 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. With the exception of the first payroll check permanent employees will receive their check through direct deposit.

**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 Unit representative(s) of the Fairbanks Police Department Employees Association Command Unit of PSEA as well as one other employee, hereinafter called "Employee Representatives" will be designated by PSEA. They shall be employees of the Fairbanks Police Department Command Staff 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.

### 7.10.3 **Employee Representative Lay-off**

Notwithstanding any other provision of this Agreement, in the event of lay-offs, the Command Unit Representative shall be the last person(s) within his/her classification to be laid off. Should it come to pass that the entire classification is eliminated by lay-off or reclassification, the Command Unit Representative 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.

## **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, 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**

Health Insurance for Fairbanks Police Command Unit bargaining unit members is provided by the ASEA Health Benefits Trust. For the life of this Agreement, unless otherwise agreed in writing between PSEA and the City of Fairbanks, both parties' rights, obligations, and contributions towards the Health Trust will be those then presently applicable to General Government Bargaining Unit members represented by Alaska State Employees Association/AFSCME Local 52.

#### **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 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.

## **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. Members and PSEA (office@psea.net) will be notified within 5 regularly scheduled working days of the member when an investigation is initiated by the city, the member and PSEA shall receive a copy of complaint and any violations indicated. Investigations will be concluded by the city within 45 working days from the claim of misconduct. 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 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 and PSEA shall be notified of the investigation in a timely fashion not to exceed one week (5 regularly scheduled working 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 and PSEA shall be informed of the nature of the investigation and provided a list of all known allegations a written copy will be provided to the member and PSEA . 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 two Association representatives, or counsel selected by PSEA and a PSEA representative. The Association representatives may question the member as well as offer rebuttal as necessary. The representatives shall not be a person subject to the same or related investigation.
- 9.11.3.7 If, prior to or during the 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 will be suspended for a reasonable period of time to allow the Association representatives and/or counsel to attend. The representatives shall not be a person subject to the same or related investigation.
- 9.11.3.9 The member, PSEA representatives and / or the City may record the 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 prior to the imposition of disciplinary or punitive action against the member. The report will be given to member and PSEA five (5) working days prior to Employee Conference.

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. Investigations will be completed within 45 working days of notice to member of the investigation
- 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 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 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 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 five (5) working days prior to the impositions of disciplinary or punitive action against the member. Materials shall be provided to PSEA within 5 days upon completion of any investigation. Can be completed electronically to office@psea.net.

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 Polygraph Devices**

No member may be compelled to submit to a **Polygraph** examination 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 **Polygraph examination** where the member and the Department mutually agree to its use nor does it mandate that a member has a right to demand a **Polygraph** examination.

## **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; or if required by law or regulation. 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, unless given written consent from Chief of Police, or the Mayor.

9.17.2 **On Duty**

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

9.17.3 **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 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 (Absent Without Leave) 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 will be compensated at 1.5 hours of non-monetary compensatory times for each hour worked.

#### **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, domestic partner, 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. This language will remain in effect until new city policy takes president.

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

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, Deputy Chief, Captian, Lieutentant**

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 three (3) 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 receive 4 hours of comp time. 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 comp time with a two (2) hour minimum , 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. **Swing shift differential of \$125 per pay period or \$3000 annually**

10.5.3 **Midnight Shift**

The “midnight” shift is any shift beginning between 1900 hours and 0459 hours. **Midnight shift differential of \$200 per pay period or \$4800 annually**

10.5.4 Differential Pay

**Differential paid as follows:**

**Paid at end of each pay period**

**Prorated if the entire shift is not worked**

**Only one person per shift differential**

**Section 10.6 Overtime / Premium Pay**

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 **All Overtime**

All overtime worked will be compensated with comp time multiplied by 1.5 for each hour worked.

10.6.5 **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.

10.6.5.1 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.

10.6.5.2 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.

10.6.6 **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.

10.6.6.1 Posting of Overtime

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

10.6.7 **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.

10.6.7.1 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.

10.6.7.1.1 Order of Officer Staffing:

Police Officer  
Sergeants  
Lieutenants  
Detectives

10.6.7.1.2 Order of Supervising Staffing:  
Lieutenants  
Sergeants

10.6.8 **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.

10.6.9 **Other Overtime**

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

10.6.10 **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.

10.6.10.1.1 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.

10.6.10.1.2 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 compensated at 1.5 hours of non-monetary

compensatory times for each hour worked.

10.6.11 **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.

10.6.11.1 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.

10.6.11.2 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.

10.6.11.3 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.

10.6.12 **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.



10.6.13 **Minimum Call Back Rate**

Members reporting to work and not put to work shall receive two (2) hours comp time.

10.6.14 **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 ( Comp Time)**

The Command Unit members are exempt employees, therefore any overtime work will only be compensated with comp time at 1.5 hours for 1. Members will have a 240 hour cap on their comp bank. Everything over 240 will be removed, without compensation, each pay period.

**Section 10.9 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. Deputy Chief, Captian, and Lieutentants shall have initial and annual training for supervisors from a nationally certified training center. Initial mutually agreed upon training will be completed within in 1 year of promotion

## **Section 10.10 Police Administration**

### **10.10.1 Deputy Chief**

The Department Head shall promote a Deputy Chief and Captain from the ranks of Captain or Lieutenants in accordance with CBA. Selection and term of service is based on criteria established by the Department Head and this CBA. The Deputy Chief remains in the Bargaining Unit. The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to him/her by the Department Head.

10.10.2 No person outside the PSEA bargaining units can be placed in an acting status in the capacity of the Deputy Chief, Captain, Lieutenant.

### **10.10.3 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 10.11 Schedules**

### **10.11.1 Blended Schedule**

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

### **10.11.2 Forty Hour Work Week**

10.11.2.1 Five Days, Eight Hour Shifts

10.11.2.2 Four days, 10-Hour Shifts

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.

## **ARTICLE 11 HOLIDAYS**

### **Section 11.1 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 11.2 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 11.3 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 12 LEAVE**

### **Section 12.1 Personal Leave**

#### **12.1.1 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

#### **12.1.2 Limit of Leave Accumulation**

The maximum leave bank accumulation for an employee is 500 hours. At the end of a calendar year any employee that has over 500 hours, will have their unscheduled leave in excess of 500 hours cashed out on their final paycheck of the calendar year.

Effective 31 Dec 2021 any employee who has over 500 hours accumulation of leave will be able to use the Grandfather clause one time and one time only:

Grandfather Clause: Employees who exceed the 500 hours of leave accumulation have two years to draw down their leave. If this clause is used, then 31 Dec 2023 will be the date that all leave in excess of 500 will be cashed out on their final paycheck of the calendar year.

### **Section 12.2 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.

12.2.1 **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.

12.2.2 **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.

12.2.3 **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 12.3 Termination**

Upon termination, of any employee covered by this Agreement, accrued Personal Leave shall be cashed out.

**Section 12.4 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 12.5 Exceptions Regarding Leave Cash-Outs**

12.5.1 **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.

12.5.2 **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.

12.5.3 **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 12.6 Leave Without Pay**

12.6.1 **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.

### 12.6.2 **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.

### 12.6.3 **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 12.7 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 12.8 Family Medical Leave Act**

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

## **Section 12.9 Funeral Leave**

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

## **Section 12.10 Donated Leave**

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

### **12.10.1 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.

### **12.10.2 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 12.11 Business Leave**

### **12.11.1 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.

### **12.11.2 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.

### **12.11.3 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 13 PAY PERIODS**

### **Section 13.1 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 13.2 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 13.3 Employee Time Sheets**

#### **13.3.1 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.

#### **13.3.2 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.

#### **13.3.3 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 13.4 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 14 PROBATION**

### **Section 14.1 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.

#### **14.1.1 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 14.2 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.

### **Srction 14.3 Returning to Bargainin Unit after Separation**

A member may retain seniortity within this bargaining unit if member is separated less than one (1) year from date of separation, if still employed with the City of Fairbanks.

## **ARTICLE 15 SENIORITY**

### **Section 15.1 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 15.2 Seniority Preserved**

Department Seniority shall not be interrupted by:

- Periods of approved leave, including Workers' Compensation absences
- Military leave for National Guard / 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 15.3 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 15.4 Seniority for Classification Defined**

Seniority for Command Unit will be defined as date of promotion into classification, time served in Classification, unless the member separates fully from FPD.

### **Section 15.5 Seniority Promotion/Demotion**

#### **15.5.1 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.

#### **15.5.2 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 15.6 Transfer / Return Seniority**

#### **15.6.1 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.

15.6.2 **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.

15.6.3 **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.

15.6.4 **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 16 DISCIPLINARY ACTION**

### **Section 16.1 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 16.2 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 16.3 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 16.4 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 16.5 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 16.6 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 16.7 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 16.8 Notice of Termination from Employee**

All CU Members who have been in employment thirty (30) days or more shall give the City thirty (30) 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 16.9 Standards for Demotion/Discharge**

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

## **ARTICLE 17 CLASSIFICATION AND HOURLY WAGE RATES**

### **Section 17.1 Special Duty Pay**

Lieutenants assigned to the Investigations 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 17.2 Pay Scale –**

**Annual Salaries are as follows:**

**Deputy Chief - \$135,000.00 a year**

**Captain - \$130,000.00 a year**

**Lieutenant - \$125,000.00 a year**

### **Section 17.3 Change of Classification**

#### **17.3.1 Voluntary Change of Classification**

If the change to a lower classification is voluntary, the employees pay will decrease inversely as outlined in PSEA Contract.

#### **17.3.2 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 17.4 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 17.5 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 18 EDUCATION PAY**

### **Section 18.1 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.

### **Section 18.2 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 18.3 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 19 EQUIPMENT AND CLOTHING**

### **Section 19.1 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 19.2 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 19.3 Personal Property**

Employees who suffer a loss or damage to the listed personal property and/or clothing (excluding normal wear and tear), which is reasonably carried and utilized in the line of duty shall be reimbursed for such loss or damage by the City if the loss or damage did not occur as a result of the negligence of the employee. Such claims will be processed through the Department, but in no case shall exceed two hundred fifty dollars (\$250.00) per occurrence. The following is a list of personal property eligible for reimbursement:

Watches

Eyeglasses

Shoes

Flashlights

Knives and/or sheaths

Clothing (Plainclothes assignments)

Clip Boards

Other personal property may be considered for reimbursement on a case-by-case basis decided by the Chief of Police or his/her designee

#### **Section 19.4 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.

#### **Section 19.5 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 19.6 Initial Issue Uniforms.**

**19.6.1 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 19.7 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 19.8 Clothing Allowance**

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

**Section 19.9 Incidental Purchase Allowance**

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

## **ARTICLE 20 FILLING OF VACANCIES**

### **Section 20.1 Promotion**

Promotion - 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 may be filled from among PSEA bargaining unit members if a qualified member applies.

### **Section 20.2 Qualifications**

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 20.3 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 20.4 Advertised Internally First**

When a vacancy occurs, or a new position in this bargaining unit is established, the Human Resources Department shall advertise internally first. If there are less than 3 internal applicants for each vacancy the city may advertise outside the bargaining unit. The announcement from the Human Resources Department will state instructions for their application. All interested members who possess the requisite qualifications, as listed in the job description, will receive an interview.



## **Section 20.5 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 20.6 Transfer Within Bargaining Unit**

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 20.7 Qualifications for Deputy Chief, Captian, and Lieutentants**

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 Deputy Chief, Captain, and Lieutenants 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 addition shall have two (2) years of supervisory experience within the PSEA bargaining unit. In the event no candidates inside the PSEA bargaining units apply or meets the qualifications as set, by mutual agreement the City may recruit outside the bargaining unit.

## **Section 20.8 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 21 PERSONNEL RECORDS**

### **Section 21.1 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 21.2 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 21.3 Employee Access to Personnel Files**

#### **21.3.1 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.

#### **21.3.2 Pre-Employment File**

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

#### **Section 21.4 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 21.5 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 21.6 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 21.7 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 21.8 Two Year Documentation Restriction**

Documents reflecting disciplinary action contained within a member's personnel file which are dated two (2) 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 21.9 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 and to PSEA within five (5) working days of complaint.

## **Section 21.10 Removal of File Information**

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

## **ARTICLE 22    MANUAL OF DIRECTIVES**

### **Section 22.1    Manual of Policy & Procedure**

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

### **Section 22.2    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 23 TRAVEL AND PER DIEM**

### **Section 23.1 Official Travel Outside City of Fairbanks**

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

The City will fully reimburse the employee for travel, lodging, parking, and other required expenses. The City will use the State of Alaska per diem rates for all travel meals and optional items.

### **Section 23.2 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 24 ORAL OR WRITTEN AGREEMENT**

### **Section 24.1 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 24.2 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 25 MISCELLANEOUS**

### **Section 25.1 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 25.2 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 25.3 Performance of Work**

No individual from outside the Fairbanks Police Command Unit 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 25.4 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 26 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 26.1 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 26.2 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 26.3 Bargaining Unit**

"Bargaining Unit" in this Agreement means all employees represented by the PSEA working in classifications listed at [Article 17](#).

### **Section 26.4 City**

"City" means the City of Fairbanks, Alaska.

### **Section 26.5 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 26.6 Classification or Class**

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

**Section 26.7 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 26.8 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 26.9 Duty Day**

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

**Section 26.10 Emergency Situation**

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

**Section 26.11 Employee**

"Employee" has the same meaning as "member," infra.

**Section 26.12 Employer**

"Employer" means the City of Fairbanks, Alaska.

**Section 26.13 FGC**

"FGC" means the Fairbanks General Code.

### **Section 26.14 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 26.15 Non-Permanent Employee**

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

### **Section 26.16 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 26.17 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 26.18 Shift**

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

### **Section 26.19 Tour**

"Tour" is a four-month shift assignment.

### **Section 26.20 Transfer**

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

**ARTICLE 27 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

\_\_\_\_\_  
Charisse Millett                      Date  
PSEA

\_\_\_\_\_  
Mike Meeks Date  
Chief of Staff

\_\_\_\_\_  
Ron Dupee                      Date  
PSEA

\_\_\_\_\_  
Angela Foster-Snow              Date  
HR                                      PSEA

\_\_\_\_\_  
Rick Sweet                      Date



FAIRBANKS DIVERSITY COUNCIL  
REGULAR MEETING MINUTES  
NOVEMBER 10, 2020, 5:30 – 7:00 P.M.  
HELD VIA TELECONFERENCE AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Fairbanks Diversity Council** (FDC) convened at 5:38 p.m. on the above date to conduct a Regular Meeting via Zoom Webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Vice Chair Shelissa Thomas presiding (remotely) and with the following members in attendance [Z = Zoom; P = In Person]:

Members Present: (Z) Kennita Williams, Seat A (Z) Doug Toelle, Seat J  
(Z) Juanita Webb, Seat D (P) Angela Foster-Snow, HR Dir.  
(Z) Andrew Aquino, Seat G (Z) June Rogers, Councilmember  
(Z) Kelvin Lee, Seat I

Members Absent: Robert Dorton, Seat B Vacant, Seat H  
Jose Martinez II, Seat C Sara Harriger, Seat K  
Rita Davis, Seat F Mayor Jim Matherly, Chair

Also Present: (P) Mike Meeks, Chief of Staff (P) D. Danyielle Snider, City Clerk

### **PLEDGE OF ALLEGIANCE**

**Vice Chair Thomas** led everyone in the Pledge of Allegiance.

### **APPROVAL OF AGENDA**

**Mr. Aquino**, seconded by **Ms. Williams**, moved to APPROVE the Agenda.

Hearing no objection, the Agenda was APPROVED.

### **CITIZENS' COMMENTS** (Limited to 3 Minutes)

Clerk Snider stated that there are no citizens in the Council Chambers. She read one written comment into the record that was submitted in advance:

Montean Jackson, Fairbanks – Ms. Jackson stated that the Fairbanks Police Department (FPD) is responsible for providing protection and support to those in the community by enforcing the law. She stated that, additionally, police assist emergency, medical, and mental health responders and services. She commented that FPD should also provide crime prevention programs and services. Ms. Jackson expressed her interest in the Police Chief hiring process and requested details about the recruitment plan. She listed specific items she hoped would be addressed and communicated to the public:

- 1) Transparency in the selection process of committee members.

- 2) Committee is comprised of a diverse cross-representation of City residents.
- 3) A comprehensive and broad range recruitment that includes; local, state and national areas. If direct hire from within or reinstatement of a prior officer, provide clear justification.
- 4) Community involvement in the overall process (opportunity to meet final candidates). Community forum with opportunity for feedback.
- 5) City Council input and feedback of all applicants and final candidates.
- 6) Diversity Council input and feedback of all applicants and final candidates.
- 7) Support and respect by administration for their work and recommendations reached.
- 8) Commitment to an open, fair, and equitable process.
- 9) Adequate timeframe to accommodate and accomplish the hiring process.
- 10) Offer a competitive salary and compensation package to attract highly qualified candidates.

## **MAYOR & CITY STAFF REPORTS**

**Ms. Foster-Snow** commended all those who participated in the selection committee during the last hiring process for a Chief of Police, including Ms. Jackson. She stated she believes that was the most transparent hiring process that has ever been done by the City of Fairbanks, and the last committee was not only diverse, but extremely professional. **Ms. Foster-Snow** stated that one thing that was incorporated was the open interview evening with the FDC. She stated that is a great foundation for this hiring process. She shared that the position will be open internally on December 14 for five working days, then the Mayor can decide whether to interview internal candidates or increase the hiring pool by recruiting externally. She stated the selection committee will meet for the first time in January. **Ms. Foster-Snow** stated that the City has seen an outstanding number of applicants for various positions recently. She expressed appreciation for the FDC and offered to answer any questions. She stated more information would be communicated as it becomes available.

## **APPROVAL OF PREVIOUS MINUTES**

- a) Regular Meeting Minutes of October 13, 2020

**Mr. Toelle**, seconded by **Mr. Aquino**, moved to APPROVE the Regular Meeting Minutes of October 13, 2020.

Hearing no objection, the minutes were APPROVED.

## **NEW BUSINESS**

- a) Hiring Process for Chief of Police and Nominations for Selection Committee

**Mr. Toelle** asked whether the FDC should make a nomination. **Vice Chair Thomas** replied that FDC members should email their nominations so that everyone has a fair chance.

**Ms. Rogers** asked whether the FDC is limited to one representative on the selection committee. **Ms. Foster-Snow** replied that the selection committee is limited to nine members at this time, one of which is a representative from the FDC. She stated that other positions will be represented by

other organizations and groups within the community. **Ms. Rogers** asked about the other positions on the committee. **Ms. Foster-Snow** stated that other members will include: Native community representative, NAACP President, Alaska State Troopers representative, District Attorney, Alaska Center for Non-Violent Living representative, behavioral health community representative, Housing and Homeless Coordinator, and a Chamber of Commerce or City Council representative. **Ms. Rogers** asked whether the FDC could discuss the choice between the two suggestions of a City Council or a Chamber of Commerce representative; **Ms. Foster-Snow** replied that the FDC could offer a suggestion. **Ms. Rogers** stated it would be nice to hear thoughts from other members. **Ms. Foster-Snow** stated that, historically, a City Council member has not been selected to serve on the committee as the Council ultimately has to confirm the Mayor's appointment. She explained that some Council members expressed that they felt they did not get to know the candidates very well during the last hiring process, but some attended the community interview. **Ms. Rogers** asked whether there have been other suggestions for additional categories for selection committee members. She stated the Council is receiving letters from folks requesting that more groups be represented, such as the LGBTQ community. **Mr. Aquino** supported that idea and commented that diversity comes in many different forms. **Ms. Foster-Snow** stated she can pass that recommendation onto the Mayor, and the FDC has an opportunity to nominate someone from the LGBTQ community to the committee. **Mr. Toelle** agreed with Mr. Aquino but added that every member of the FDC represents multiple groups in the community. **Vice Chair Thomas** instructed members to email nominations to her and Mayor Matherly.

### **FDC MEMBERS' COMMENTS**

**Mr. Toelle** stated that it looks like the Mayor is seeking a diverse group of people for the hiring process, and he hopes that will continue. He thanked all those who attended the meeting.

**Ms. Rogers** stated she is taken with the clarity presented by Montean Jackson, and she stated that Ms. Jackson would be a great panelist.

**Mr. Aquino** shared that the Black, Indigenous, and People of Color (BIPOC) collective meets on Sundays at 6:30 p.m. via Zoom. He stated there are weekly themes, and he has found the meetings very helpful. He stated that if anyone has any questions, they can send him a note.

**Ms. Rogers** thanked Mr. Aquino for his comments. She stated that she heard about BIPOC for the first time at the previous evening's Council meeting. She stated she would appreciate hearing more about the group.

### **MEETING DATES**

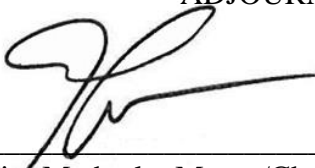
- a) Next Regular Meeting Date, December 8, 2020

### **ADJOURNMENT**

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

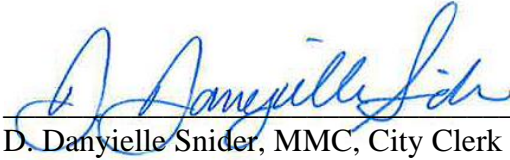


Hearing no objection, **Ms. Foster-Snow** declared the meeting  
ADJOURNED at 6:06 p.m.



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Jim Matherly, Mayor/Chair



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D. Danyielle Snider, MMC, City Clerk

Transcribed by: DS

City of Fairbanks



MEMORANDUM

To: City Council Members  
From: Jim Matherly, City Mayor   
Subject: Request for Concurrence – Building Code and Landscape Review and Appeals Commission  
Date: December 8, 2020

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The five-year terms of Mr. Bill Gryder and Mr. John Ellison on the Building Code and Landscape Review and Appeals Commission will expire on December 31, 2020. Both members have applied to continue serving on the Commission.

I hereby request your concurrence to the following **reappointments** to the Building Code and Landscape Review and Appeals Commission:

Seat B	Bill Gryder	Term to Expire: December 31, 2025
Seat I	John Ellison	Term to Expire: December 31, 2025

Mr. Gryder's and Mr. Ellison's applications are attached.

Thank you.

dds/



City of Fairbanks, Alaska


# Building Code & Landscape Review & Appeals Commission

## Board Details

The purpose of the Building Code and Landscape Review and Appeals Commission is:

- 1) To review the building, electrical, plumbing, fire prevention, residential, mechanical, fuel gas and abatement codes and related provisions of the Fairbanks Code of Ordinances and make recommendations regarding building construction and housing codes adopted by the City,
- 2) To investigate and review all operations of the building department of the City, to submit recommendations on policy to the City Council, and to make recommendations on administration to the mayor, and
- 3) To hear and determine in the first instance all appeals from final staff decisions relating to building construction within the City including the Uniform Code for the Abatement of Dangerous Buildings. Any decision of the board may be appealed to the superior court in accordance with the appellate rules of the state court system, and
- 4) To review any disputes arising from the Building Official's application of the prescriptive design method, an applicant's election to use the professional design method, or an applicant's election to use the alternative compliance method.

## Overview

 **Size** 12 Seats

 **Term Length** 5 Years

 **Term Limit** N/A

## Additional

### **Board/Commission Characteristics**

The Building Code and Landscape Review and Appeals Commission consists of nine regular members appointed by the Mayor, subject to confirmation by the City Council, and each member shall serve a five-year term. The members of the Commission must reside or work within the City and have experience with the design or construction of structures or with landscaping. The Building Official shall be an ex officio member of the Commission, who may provide information and recommendations but may not vote on any matter. Two alternate members are appointed by the Mayor, subject to City Council confirmation, to serve in the place of any absent member or otherwise assist the Commission as directed by the chairman. A secretary, who need not be a Commission member, shall be selected by its regular members. The composition of the commission must be as follows: (1) Two structural engineers; (2) Two architects; (3) One electrical engineer; (4) One mechanical engineer; (5) One architect or landscape architect; (6) Two general construction contractors; (7) Two alternates with experience in construction or design.

### **Meetings**

Meetings of the Building Code and Landscape Review and Appeals Commission are called by the chairman or a majority of the regular members. All meetings shall be open to the public. A majority (five members) of the Commission shall constitute a quorum, and a majority vote of those present and voting shall be necessary to carry any question. Minutes shall be kept as a permanent record of all meetings and shall be filed in the Office of the City Clerk.

### **Enacting Legislation**

FGC 2-481 through 2-484

### **Enacting Legislation Website**

<https://bit.ly/35fA6jn>

### **Joint Commission Details**

N/A

### **Email the Commission Members**

[buildingcodereview&appealscommission@fairbanks.us](mailto:buildingcodereview&appealscommission@fairbanks.us)

**Profile**

Bill Gryder  
First Name Last Name

[Redacted]  
Email Address

[Redacted] [Redacted]  
Street Address Suite or Apt

Fairbanks AK [Redacted]  
City State Postal Code

**Mailing Address**

[Redacted]

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

Yes

[Redacted] [Redacted]  
Primary Phone Alternate Phone

Retired Civil Engineer  
Employer Job Title

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

Building Code & Landscape Review & Appeals Commission: Submitted

**Interests and Experiences**

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

I have enjoyed being able to serve my community for many years and wish to continue doing so. I believe my experience as an engineer and the time I have served on this board will benefit this commission.

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

47 year Fairbanks Resident. 44 years experience in engineering, surveying and construction..

Upload a Resume

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

---

Registered Alaska Civil Engineer CE-5645 Retired

**Profile**

John Ellison  
First Name Last Name

[Redacted]  
Email Address

[Redacted]  
Street Address

[Redacted]  
Suite or Apt

Fairbanks  
City

AK  
State

[Redacted]  
Postal Code

**Mailing Address**

[Redacted]

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

Yes

[Redacted]  
Primary Phone

[Redacted]  
Alternate Phone

ABC Inc. VP  
Employer Job Title

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

Building Code & Landscape Review & Appeals Commission: Submitted

**Interests and Experiences**

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

To serve the community and promote better building standards.

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

Resident of many years and have devoted much of that time to learning, building, repairing homes and business in and around Fairbanks to make them perform for the client in a difficult environment.

Upload a Resume

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

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SOA General Contractors license and residential endorsement.