



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2021-01  
**REGULAR MEETING – JANUARY 11, 2021**  
MEETING WILL BE HELD VIA ZOOM WEBINAR AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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WORK SESSION

5:45 p.m. – 5th Avenue Construction Project

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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)
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

\*a) Regular Meeting Minutes of November 23, 2020

\*b) Regular Meeting Minutes of December 7, 2020

8. SPECIAL ORDERS

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

| Lic. # | DBA                   | License Type                | Licensee                      | Address                   |
|--------|-----------------------|-----------------------------|-------------------------------|---------------------------|
| 4076   | Brown Jug – Fairbanks | Package Store               | Liquor Stores USA North, Inc. | 559 Harold Bentley Avenue |
| 5736   | SOBA, LLC             | Restaurant/<br>Eating Place | SOBA, LLC                     | 535 2nd Avenue, Suite 106 |

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) 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. **SECOND READING AND PUBLIC HEARING.**
- b) 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. **SECOND READING AND PUBLIC HEARING.**

12. NEW BUSINESS

- \*a) Resolution No. 4947 – A Resolution Allocating Discretionary Funds from Hotel/Motel Tax in the Amount of Two Hundred Seventy Thousand Dollars (\$270,000). Introduced by Council Member Rogers.
- \*b) Resolution No. 4948 – A Resolution to Amend the City Schedule of Fees and Charges for Services by Adding a Charge for a Cooling Water Discharge Permit Fee and Clarifying the Annual Maintenance Fee. Introduced by Mayor Matherly.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- a) Memorandum Regarding Date of Hearing, Abatement at 33 Timberland Drive
- \*b) Hotel/Motel Discretionary Fund Committee Meeting Minutes of November 16, 2020
- \*c) Chena Riverfront Commission Meeting Minutes of June 10, 2020
- \*d) Chena Riverfront Commission Meeting Minutes of July 8, 2020
- \*e) Chena Riverfront Commission Meeting Minutes of August 26, 2020
- \*f) Historic Preservation Commission Meeting Minutes of February 24, 2020
- \*g) Historic Preservation Commission Meeting Minutes of June 16, 2020
- \*h) Historic Preservation Commission Meeting Minutes of September 21, 2020
- \*i) Historic Preservation Commission Meeting Minutes of October 20, 2020
- \*j) Appointment to the Building Code and Landscape Review and Appeals Commission
- \*k) Reappointment to the Building Code and Landscape Review and Appeals Commission

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, NOVEMBER 23, 2020  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 6:30 p.m. on the above date to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding (remotely) and with the following Council Members in attendance:

Council Members Present: Shoshana Kun, Seat A (remotely)  
June Rogers, Seat B (remotely)  
Valerie Therrien, Seat C (joined 6:34 p.m.)  
Aaron Gibson, Seat D  
Lonny Marney, Seat E  
Jim Clark, Seat F

Absent: None

Also Present: Clem Clooten, Building Official (remotely)  
Margarita Bell, Chief Financial Officer (remotely)  
Paul Ewers, City Attorney  
D. Danyielle Snider, City Clerk  
Mike Meeks, Chief of Staff  
Kristi Merideth, FECC Manager (remotely)  
Richard Sweet, Acting Police Chief (remotely)  
Ron Dupee, Acting Deputy Police Chief (remotely)  
Tod Chambers, Fire Chief (remotely)  
Geoff Coon, Assistant Fire Chief (remotely)

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

**INVOCATION**

The Invocation was given by City Clerk Danyielle Snider.

**FLAG SALUTATION**

Mayor Matherly led the Flag Salutation.

**CITIZENS' COMMENTS**

Mayor Matherly called for in-person public comment and, hearing none, declared in-person Citizens' Comments closed. Citizens comments over Zoom were heard next.

City Clerk Danyielle Snider called for a Mr. Lou Frenzl to comment, and there was no response.

Greg Foster, Fairbanks – Mr. Foster thanked the Council for the opportunity to speak and wished everyone a Happy Thanksgiving. Mr. Foster said he was speaking to the recently opened police chief position and that he looked forward to the opportunity to apply. Mr. Foster stated that he had retired earlier this year after 25 years in the Fairbanks Police and Fire departments. Mr. Foster stated he believes the largest issue facing the Fairbanks Police Department (FPD) is a lack of understanding of the Fairbanks community and community concerns and, if chosen for the position, he would work to create partnerships and community awareness. Mr. Foster stated he believes he is uniquely qualified for the position due to his understanding of the impact of issues such as mental health, alcohol/drug abuse, domestic violence, and race relations within the community. He encouraged the Council to reach out with questions and thanked them for their time.

**Mayor Matherly** asked the Council for questions regarding Mr. Foster's testimony.

**Mr. Marney** asked when Mr. Foster had retired. Mr. Foster responded that his retirement occurred on July 1, 2020.

**Ms. Rogers** asked the Mayor for clarification on why Mr. Foster's application would need Council approval.

**Mayor Matherly** explained that it is not a requirement. He stated that Mr. Foster, who is a member of the public, has the right to announce his intent to apply to the Council.

**Ms. Rogers** asked for clarification on the employment process.

City Clerk Snider interjected to remind the Mayor that this time is for questions to citizens and that he could address Ms. Rogers' questions during his comments.

**Ms. Rogers** thanked Mr. Foster for his testimony and his desire to apply for the position of Police Chief for the City of Fairbanks.

**Ms. Kun** asked Mr. Foster how he would feel about having a captain if he were to become Chief. Mr. Foster responded that he does not oppose the position of captain but would want to know the intent behind the position being created.

**Mr. Gibson** asked Mr. Foster if he thought it was wise to make organizational changes before a new chief is hired. Mr. Foster stated that he is not against organizational changes, he would just like to know the reasons behind the desired changes.

Victor Buberger, Fairbanks – Mr. Buberger spoke to how far behind the City is with snow removal. He did note that Cowles Street and sidewalk had finally been cleared, but he expressed concern about hitting someone walking in the street because the sidewalks are not clear. Mr. Buberger went on to give his remembrance for Frank Turney, who had passed away a year ago, and he hoped that the City would continue its reading the Bill of Rights in December. Mr. Buberger offered to donate his time and fuel to operate a sidewalk machine, and he suggested that Mayor Matherly spend less time on Facebook and more time on the City's needs.

Alyssa Quintyne, Fairbanks – Ms. Quintyne gave a land acknowledgment and spoke to its importance. Ms. Quintyne explained that she was attending the meeting as a member of the NAACP Police Accountability working group, and she spoke about their position statement that was sent to the Mayor’s office and the City Council. She was elated to share the new partners who endorsed their position statement and went on to name many organizations and individuals. Ms. Quintyne requested that the Mayor and City Council reconsider the nine-member panel by adding seats for members from the LGTBQ, Disabled Persons, and Armed Forces communities. Ms. Quintyne stated she shares the belief of the accountability work group that by adding members from the aforementioned communities, it would ensure that all voices are heard. She added that it would open the door for solutions and provide a more transparent process moving forward, ultimately fostering trust between the community and the City of Fairbanks. Ms. Quintyne stated that over the past couple of years the Council has heard many different accounts of police violence in the community. She expressed her desire to see solutions that are equitable and adequate, giving capacity to police officers having conversations and trainings to foster trust. She stated that it is the organization’s belief that this is not possible if not all members of the community are represented in the committee to hire a new Police Chief.

Helenmarie Matesi, Fairbanks – Ms. Matesi requested to read the Greater Fairbanks Branch NAACP Unit 1001 Position Statement on Policing and Our Community as it would cause her to go over the allotted time frame. **Mayor Matherly** allowed for the extension of time. Ms. Matesi went on to read the statement regarding the FPD and the hiring of a new Police Chief. Ms. Matesi stated that the background behind the position issued by the NAACP included the fact that over the past five and a half years, 43 individuals had been killed by Alaskan law enforcement officers, and a single FPD officer was involved in three incidents that resulted in fatalities. Ms. Matesi quoted the Anchorage Daily News article from August 3, 2020 which gave an affirmative response to the NAACP and the Black Lives Matter movement. She stated that the document is in response to systemic oppression, discrimination, and unjustifiable murders that have happened to Black people, people of color, and marginalized people. Ms. Matesi thanked the Council for their time.

City Clerk Danyielle Snider stated that there were no more comments to be heard over Zoom and proceeded to read the following written comments into record:

Montean Jackson, Fairbanks – Ms. Jackson reminded the Council of the role played by the FPD and requested that the following ten factors be addressed and communicated to the public: 1. Transparency in committee member selection; 2. Interview committee comprised of a diverse cross of Fairbanks citizens; 3. A comprehensive and broad-range recruitment search, which would include justification by the Council for appointing a former or current employee; 4. The opportunity for the community to meet the final candidates; 5. City Council input; 6. Diversity Council input; 7. Support and respect for the interview committee by the City administration; 8. Commitment to an open, fair, and equitable process; 9. Adequate timeframe to complete the hiring process; and 10. Adequate competitive salary and compensation. Ms. Jackson stated that by considering those factors, it will send a message of commitment to transparency and maintain the integrity of the new chief hiring process. Additionally, she stated that it will help build positive relations between the City and the underserved, marginalized sectors of the community.

Sharon (Shari) George, Fairbanks – Ms. George spoke on behalf of the League of Women Voters of the Tanana Valley (LWVTV). Ms. George stated that the LWVTV is committed to diversity,

equality, and inclusion in principle and practice. She further stated that the LWVTV is in support of the NAACP Position Statement on Policing and Our Community. Ms. George affirmed the need for a diverse group of community members to be represented on the hiring committee for the new Chief of Police to rekindle public trust.

Julie Smyth, Fairbanks – Ms. Smyth stated that she was writing regarding the hiring process for the new Police Chief. Ms. Smyth went on to explain that she is a member of many marginalized communities within Fairbanks and expressed her hope that the Mayor and Council will consider placing as many individuals from marginalized groups on the hiring committee as possible and make the process as public as possible. Ms. Smyth ended her statement by thanking the Council for their public service.

Lou Brown, Fairbanks – Ms. Brown stated she would like to speak to two different, but related, topics. Ms. Brown first expressed her pleasure at reading the Mayor’s press release on November 18, 2020 and commended the decision to expand the diversity of the Police Chief hiring committee to include so many varied and different perspectives. Ms. Brown went on to state she would like to see members of the armed forces, LGBTQ, and disabled communities represented as well. Secondly, Ms. Brown expressed her support of the NAACP Position Statement on Policing and Our Community. Ms. Brown stated her support of the mental health response and training of the FPD officers.

Dorothy Jones, Fairbanks – Ms. Jones stated that she has been a resident of Fairbanks for over forty years and is in support of the Greater Fairbanks NAACP Position on Policing and Our Community. Ms. Jones stated that by thinking outside of the box and working together for resolutions to the many issues facing the community and the police department, the relationships between the community and its marginalized groups can be reconciled. Ms. Jones expressed that she is very concerned about these issues and the process to address them.

Cathy Walling, Fairbanks – Ms. Walling thanked the Mayor and the Council for the recent press release regarding the committee make-up for the hiring of the new Police Chief. She stated that she believes it would be beneficial to include members of the LGTBQ, Armed Forces, and persons with disabilities communities to further round out the committee and make it more representative of the composition in the City of Fairbanks. Ms. Walling also shared information regarding a Mobile Crisis Team being installed in Anchorage with the coordination of the fire department. Ms. Walling thought that this may be a good option for Fairbanks as well and asked if it might fill a need in our community.

Rev. Leslie Fails, Fairbanks – Rev. Fails expressed her excitement and gratitude for the proposed community panel that will offer input on the hiring of a new FPD Police Chief. Rev. Fails stated that the Council’s ability to listen to the community in making these important decisions is commendable and thanked them for implementing this process. Rev. Fails asked that the Council and the Mayor consider adding positions to the committee that include members of the Peoples with Disabilities and LGTBQ communities. Rev. Fails ended by thanking the Council and the Mayor for the opportunity to have her statement read and for the hard work that they do.

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



**APPROVAL OF AGENDA AND CONSENT AGENDA**

**Mr. Clark**, seconded by **Mr. Marney**, moved to APPROVE the Agenda and Consent Agenda.

**Ms. Therrien** pulled Resolution No. 4944 from the Consent Agenda.

**Ms. Kun** pulled Ordinance No. 6144 from the Consent Agenda.

**Mayor Matherly** called for objection to the APPROVAL of the Agenda, as Amended, and, hearing none, so ORDERED.

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

**APPROVAL OF PREVIOUS MINUTES**

a) Regular Meeting Minutes of November 9, 2020.

APPROVED on the CONSENT AGENDA.

**SPECIAL ORDERS**

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

| Lic. # | DBA                    | License Type                             | Licensee               | Address                     |
|--------|------------------------|--|------------------------|-----------------------------|
| 18493  | Petrichor, LLC         | Marijuana Product Manufacturing Facility | Petrichor, LLC         | 3780 Leasure Street, Unit A |
| 11927  | Green Life Supply, LLC | Retail Marijuana Store                   | Green Life Supply, LLC | 511 30th Avenue             |
| 10958  | Green Life Supply, LLC | Standard Marijuana Cultivation Facility  | Green Life Supply, LLC | 511 30th Avenue             |

**Ms. Therrien**, seconded by **Mr. Gibson**, moved to WAIVE PROTEST on the Marijuana License Applications for renewal.

**Mayor Matherly** called for public comment and, hearing none, declare Public Testimony closed.

**Mayor Matherly** noted for the Council that there no departmental protests; however, the FPD was available to respond to the request by the Council for more information regarding these renewals.

City Clerk Danyielle Snider stated she noted in the memo that the FPD has asterisked any calls that were related to the business itself, to avoid any additional confusion.

**Mayor Matherly** asked the Council for questions of Acting Police Chief Richard Sweet regarding the license requests.

**Mr. Clark** asked for AC Sweet’s insight regarding the calls for alarms and burglaries. AC Sweet responded that those were burglar alarms they had responded to and that none of them resulted in an investigation.

**Ms. Rogers** recalled the business in question had reported issues with their alarm system malfunctioning in the past and thought it may be a continuation of those issues being reported. AC Sweet confirmed Ms. Roger’s statement.

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

YEAS: Clark, Therrien, Kun, Marney, Gibson, Rogers

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

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

| Lic. # | DBA                          | License Type                  | Licensee           | Premises Address   |
|--------|------------------------------|-------------------------------|--------------------|--------------------|
| 725    | Midnite Mine                 | Beverage Dispensary           | Midnight Mine, LLC | 308 Wendell Avenue |
| 5629   | Midnite Mine                 | Beverage Dispensary Duplicate | Midnight Mine, LLC | 308 Wendell Avenue |
| 5764   | Midnite Mine Brewing Company | Brewpub                       | Midnight Mine, LLC | 308 Wendell Avenue |

**Ms. Kun**, seconded by **Ms. Rogers**, moved to WAIVE PROTEST on the Liquor License Applications for renewal.

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

City Clerk Danyielle Snider announced that Rick Mensik, owner of Midnite Mine, LLC, was entering the meeting.

**Mayor Matherly** called upon the Council to ask questions of Mr. Mensik or AC Sweet regarding the Liquor License Renewal Application.

**Ms. Therrien** asked Mr. Mensik to address the fourteen calls that were specific to the business.

Mr. Mensik asked if Ms. Therrien would like them addressed in general or independently. **Ms. Therrien** asked for information regarding the 14 out of 48 calls that were related to his establishments. Mr. Mensik responded that he has spoken to the police a number of times and provided all information contained in logbooks or on video. **Ms. Therrien** asked for information regarding the safety protocols in place at the establishments. Mr. Mensik explained that his staff is very professional and there are 1-4 security staff members present all the time.

**Ms. Therrien** ask AC Sweet if he felt that 14 out of 48 calls is something the Council should be concerned about. AC Sweet replied that he did not have any concerns when he read the report, and

in addition, he had worked with the Midnight Mine in the past and they proved to be one of the few establishments following all State guidelines such as regularly checking identification and providing security.

**Ms. Rogers** stated that this establishment has always been open in their communications with the Council, and she was pleased to hear AC Sweet's comment regarding his knowledge of the businesses operations and the history he had with the owner.

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

YEAS: Therrien, Rogers, Clark, Gibson, Kun, Marney

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

### **MAYOR'S COMMENTS AND REPORT**

**Mayor Matherly** stated that it is Thanksgiving week, and he hopes that everyone will take time to think about those that are less fortunate. He said it was very heartening to see all the different businesses help others and named multiple organizations running food drives. He thanked the City Council for their continued support of the Zoom meetings. **Mayor Matherly** echoed the thoughts of Governor Dunleavy and other leaders recommending the community to tone down holiday celebrations. He stated that there has been an uptick in COVID cases, but he is hopeful about the upcoming availability of a vaccine near the end of this year. **Mayor Matherly** stated that he believes the community working together to wear masks and keep social distancing has helped a lot, and by gathering in smaller groups now, and during the holidays, it will continue to help. **Mayor Matherly** went on to share how the City of Fairbanks had been personally affected by positive cases among the staff, which has contributed to some of the delays in snow removal throughout the City. He asked for public's patience with snow removal and commended Public Works Director Jeff Jacobson for his hard work during this time. **Mayor Matherly** acknowledged the frustrations and stated that he has been in communication with the public; he noted that the strange weather coupled with the COVID pandemic and positive cases among Public Works crews has made this a very challenging time. **Mayor Matherly** spoke to the testimony regarding the hiring process of the new Police Chief. He reminded the public and the Council that this is the same process that was followed two years ago, and he believes the nine-member panel is a good, manageable number that will be challenging enough with remote meeting. **Mayor Matherly** also stated that the number limitation does not mean the committee is not hearing the public's comments or thoughts, and that all feedback is welcome. He went on to share names of the organizations that have agreed to participate in the process of hiring the new chief, and he conveyed that the strides the committee has taken to be inclusive addresses all the concerns mentioned during public testimony. **Mayor Matherly** clarified that diversity, transparency, and officer training are all very important to him, and he is working hard to ensure the process is successful. He also indicated that he has responded to the NAACP Position on Policing and Our Community. **Mayor Matherly** continued by stating that part of this agenda, Resolution No. 4943, involves a grant that will provide funds for mental health assistance at FPD. He stated that much like Ms. Walling's suggestion regarding a Mobile Crisis Team, he has been working on this for some time and agrees it is a real need in the community. **Mayor Matherly** thanked the Council

for their hard work on the 2021 budget, recognizing that it was a much different process this year. He expressed appreciation for the hard work that has been put in by the Council and the various departments to work together through this interesting time of COVID and remote meetings. **Mayor Matherly** expressed his gratitude to the newer members of the Council, Mr. Clark and Mr. Marney, recognizing the difficulties that come with being a new Council member and tackling the budget immediately. **Mayor Matherly** gave exceptional recognition to the Dispatch Center (FECC). He expressed his appreciation for the staff's ability to help people connect with first responders. He stated that dispatchers are constantly in front of their computers and their communication lines, which can be hard on mental health, and they need to be recognized for the hard work they do and the service they provide to the City of Fairbanks. **Mayor Matherly** closed by recognizing how much we must be thankful for by living in this great community. He stated he is thankful for the Council and their continued efforts, and he wished everyone a very happy Thanksgiving.

### **COUNCIL MEMBERS' COMMENTS**

**Mr. Marney** thanked the Mayor for his input and the trust he has placed in himself and Mr. Clark. He expressed concern that members of the hiring committee for the new police include those who are supporters of law enforcement. **Mr. Marney** stated that it is very important that the City and the Council show 100% support for the FPD.

**Mr. Clark** echoed Mr. Marney's comments. He stated that he was very pleased with the processes that the Mayor has put in place and feels that, based on this, the Chief of Police who is ultimately hired will be a well-qualified person.

**Ms. Rogers** asked the Mayor to restate the nine organizations represented on the committee to hire the new Chief of Police. **Mayor Matherly** read the list. **Ms. Rogers** stated that she believed the City is headed down a good path, emphasizing that the diversity each individual holds on their own is important to consider. She expressed her belief that the nine-member panel will be a good number, providing much diversity and accommodations. **Ms. Rogers** went on to discuss the issues of snow removal, especially the concern addressed by Mr. Buberger, of pedestrians using the roadway and being struck by a vehicle due to the sidewalks being unusable. She stated that it is an issue of public safety, not simply an inconvenience, and should be taken very seriously. **Ms. Rogers** ended her comments by thanking the members of the public who have taken the time to write in with public testimony, especially during this time of remote meetings due to COVID.

**Ms. Kun** gave a land acknowledgement and thanked Ms. Quintyne for doing the same. She also recognized Mr. Buberger's comment regarding sidewalks and noted that some of the side roads have become very difficult to drive on. **Ms. Kun** thanked Ms. Rogers for her attention to the public safety priority. She thanked the Mayor for his work in regard to the hiring committee. **Ms. Kun** went on to state that while not all marginalized groups may be directly involved in the hiring committee, members of the Fairbanks Diversity Council (FDC) that will be providing feedback as well. **Ms. Kun** thanked Mr. Foster for his intention to apply for the Chief of Police position and wished him luck. She also thanked all the individuals that took time to email or speak to the Council. She also pointed out that many answers to those questions were either answered in the November 18, 2020 press release by the Mayor, or more directly in his comments during this

meeting. **Ms. Kun** ended by thanking the Mayor for being proactive and transparent during this hiring process.

**Mr. Gibson**, in response to the public testimony by Ms. Walling regarding the mental health crisis team created in Anchorage, explained that the grant funding application approved on the consent agenda with Resolution No. 4943, if awarded, would pay for a two-year partnership with The Bridge to install a similar system within the Fairbanks community. **Mr. Gibson** stated that it is a substantial amount of money, \$250,000 for two years, and thanked the Mayor, Ms. Rogers, and Ms. Therrien for sponsoring the resolution. He stated he is optimistic about the opportunities it provides the City.

**Mr. Gibson** asked the Mayor for clarification on the hiring process for the new Police Chief and why Mr. Foster was requesting the opportunity to apply. **Mayor Matherly** responded the position will be offered in-house first and, if a good candidate is not found, it will be offered to the general public. He stated that Mr. Foster is no longer employed with the City of Fairbanks, meaning he is welcome to apply if the position is opened externally. **Mayor Matherly** explained that because Mr. Foster is a member of the public, he has the right to address the Council on any matter, including his own interest in the position of Police Chief.

**Ms. Therrien** thanked the public for their comments regarding the hiring committee. She shared the significance of the policy made by the LWVTV, as they do not make new policies lightly. In response to the request for the marginalized groups to be represented on the committee, **Ms. Therrien** asked the Mayor if maybe one of the established groups would already be providing the representation requested. **Mayor Matherly** responded that a member of the FDC would be on the committee and would be representing the LGBTQ community. **Ms. Therrien** then made a request that the Mayor consider instilling a mask mandate, as the Governor's office has given the cities of Alaska the right to do. She went on to mention that the FNSB has been involved in litigation regarding the same issue. **Mayor Matherly** stated that there has not been a question as to the power of the City of Fairbanks to issue a mandate; however, he has chosen not to. He explained that one of his concerns is due to the fact that the City is within the Borough, and if there were conflicting mandates it could be difficult. **Mayor Matherly** went on to state that the lack of enforcement makes mandates not only harder to control but has shown to increase intimidation and division in communities that have mandates. He stated that another issue is the false security behind masks, making individuals more likely to ignore social distancing, which could result in large gatherings. **Ms. Therrien** stated that she had misunderstood that and believes that the encouragement of wearing masks is very important.

### **UNFINISHED BUSINESS.**

- a) Ordinance No. 6143 – An Ordinance Amending the 2020 Operating and Capital Budgets for the Third Time. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Mr. Gibson**, seconded by **Mr. Clark**, moved to ADOPT Ordinance No. 6143.

**Mr. Gibson**, seconded by **Mr. Clark**, moved to SUBSTITUTE Ordinance No. 6143, as Amended, for Ordinance No. 6143.

**Mayor Matherly** called for objection to the SUBSTITUTION, and hearing none, so ORDERED.

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

**Ms. Therrien** noted the increase of \$350,000 to Hotel/Motel taxes and expressed her hope that the Council will support the \$50,000 increase to FECC for bonuses.

**Ms. Kun** stated that she has spent a lot of time considering the bonus to FECC. She went on to state that the large amount, \$5,000, was a lot of money for a bonus and may set a precedent for the future or may create animosity among the other City departments. She stated she would like to recognize FECC employees and their hard work, but perhaps with a lesser amount. **Ms. Kun** requested that this be open for discussion.

**Ms. Rogers** stated that she has also spent a lot of time considering the bonus. She indicated that it is apparent that everyone agrees that FECC employees deserve a bonus. **Ms. Rogers** recognized FECC employees for being the core of the community, and she stated she feels strongly about giving them a bonus. She stated, however, she also believes that Ms. Kun has made some good points, and it is worth discussing dollar amounts.

**Mr. Gibson** asked Ms. Bell to confirm the estimated ending balance for 2020. Ms. Bell stated that the budget ending balance is approximately \$10.2MM. **Mr. Gibson** then asked about the estimated surplus for the end of 2020, which would be added to the existing estimate of \$10.2MM. Ms. Bell stated she is expecting a reduction of expenses and salary savings to be approximately an additional \$1M. **Mr. Gibson** then asked if the HR Director, Ms. Foster-Snow, could recall another time when a bonus of this size had been issued. Ms. Foster-Snow stated that she could not remember a request for a bonus of this size; however, she could not also recall a time when a department was requested to work over 500 overtime hours, many of which were not optional.

**Mr. Gibson**, seconded by **Ms. Therrien**, moved to amend Ordinance No. 6143, as Amended, by transferring \$200,000 from the General Fund to the Capital Fund.

**Mr. Marney** asked Ms. Bell to confirm that the year-end surplus is estimated to be \$1M. Ms. Bell replied that she is projecting there may be an additional \$1M in the fund balance. **Mr. Marney** asked why the Council should not move as much of that as possible to the Capital Fund. Ms. Bell stated that it would not be recommended because the surplus is only a projection, and not a guaranteed amount. **Mr. Marney** then asked Ms. Bell if she believed it would be safe to transfer the requested \$200,000. Ms. Bell agreed that the \$200,000 would be a reasonable amount to transfer but recommended against anything over \$500,000.

**Ms. Therrien** indicated that she would support a transfer of \$200,000. She indicated that it is important to consider the amount saved in salaries. She expressed concern that there are no extra funds allocated for the Capital Budget in 2021 and stated it is prudent for the Council to transfer 2020 savings to the Capital Fund.

**Ms. Rogers** agreed with previous comments and the transfer request.

**Ms. Kun** stated she agrees with the amendment.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6143, AS AMENDED, AS FOLLOWS:

YEAS: Kun, Gibson, Therrien, Clark, Marney, Rogers

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

**Mr. Gibson**, seconded by **Mr. Clark**, moved to AMEND Ordinance No. 6143, as Amended, by reducing the FECC bonus from \$5,000 to \$3,000 each for the ten full-time staff, resulting in a total bonus amount of \$31,000.

**Mr. Gibson** recognized that there is some concern about the amount of the bonuses being offered to the FECC employees and desired to make the amount more palatable for all Council members.

**Mr. Clark** stated that he understands the amount of overtime required of FECC employees is extreme, but he was a bit surprised by the request. He agreed that the reduced amount is more tangible.

**Mr. Marney** expressed concern about the precedent this would set for future years. He also expressed concern that if the employees have been given a raise this year, it may not be appropriate to award bonuses as well. **Mr. Marney** asked for clarification about the largest bonuses previously awarded by the City. Ms. Foster-Snow indicated that in the recent past there were bonuses awarded to Public Works employees that fell between \$3,000-\$5,000 each. **Mr. Marney** followed up with a question regarding mandated overtime at the Fire and Police departments. Ms. Foster-Snow confirmed that it is often mandatory according the schedule and staff availability.

**Ms. Therrien** spoke in support of the original \$5,000 bonus due to the forced overtime and the stress involved with the job. She went on to explain that these bonuses, as they have been awarded in the past to the FPD, are also intended to help retain employees. She spoke in opposition to the amendment.

**Ms. Rogers** thanked Ms. Kun for providing the discussion and appreciated the ability to fully consider the bonuses and their amounts. **Ms. Rogers** suggested amending the bonus amount to consider years of service, as was done in the Public Works bonuses mentioned previously.

**Ms. Kun** expressed interest in the tiered system approach, giving the higher amount of \$5,000 to the senior employees and \$3,000 to the newer ones. She asked Ms. Foster-Snow if this is workable with the current tenure of the employees in Dispatch. Ms. Foster-Snow indicated it would be helpful to hear from the Dispatch Manager, Kristi Merideth, regarding the tenure of the employees. City Clerk Snider indicated that the Dispatch Manager is attending via Zoom. **Mayor Matherly** stated that he would like to hear from Ms. Merideth after discussion between Council Members was complete. Ms. Kun said she would support a tiered system for bonuses.

**Mayor Matherly** reminded the Council that the funds used to help this department are coming from salary savings. **Mayor Matherly** stated he believes strongly that the incentive bonus is well-deserved and asked the Council to lower the amount or consider the tiered system.

**Mr. Gibson** made it clear he had suggested a flat \$3,000 instead of \$5,000 as a lower amount was suggested by Ms. Kun and Ms. Rogers.

**Ms. Rogers** stated that the Mayor's comments were very compelling, and she is willing to agree to the original ask of \$5,000.

**Ms. Kun** thanked the members for the conversation and stated she will support the original ask of \$5,000.

**Mr. Marney** asked if the new recruit mentioned in the original request had been employed less than a year. Ms. Foster-Snow confirmed.

**Mr. Clark** stated that he understands the sentiment behind the Mayor's request and agrees that the City can afford it. **Mr. Clark** stated that the Council approved a significant raise mid-year for another department. He expressed his frustration that COVID has been a significant struggle for everyone. He stated that the private sector is struggling, and businesses are shutting down, yet the Borough and the City are still running strong. **Mr. Clark** stated he feels like this is a time when the City should be pulling back and giving any bonuses or raises feels inappropriate. He continued to state that this is happening in multiple departments, in different ways, and the Council is repeatedly told that it is an exception due to COVID. **Mr. Clark** ended by saying he believes it sets a precedent, as the Council has no idea what will happen in the coming year.

**Mayor Matherly** stated that he appreciates members' comments and passions, but he again reminded the Council that the funding source is salary savings from not having enough employees. He stated he believes this is a great opportunity to say thank you in a big way.

**Mr. Gibson** gave a final thought to his proposed amendment, recognizing the comments made around the tiered system and how it would not be treating each employee equally. **Mr. Gibson** stated the original proposal does, in fact, single out the recruit by giving them \$4000 less than the other dispatchers. He clarified his point by stating that the original proposal does not treat everyone equally, and that should be noted.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6143, AS AMENDED, AS FOLLOWS:

YEAS: Marney, Clark, Gibson  
NAYS: Rogers, Kun, Therrien, Matherly  
**Mayor Matherly** declared the MOTION FAILED.

**Ms. Therrien**, seconded by **Ms. Rogers**, moved to AMEND Ordinance No. 6143, as Amended, by increasing the FECC bonus from \$1,000 to \$5,000 for the one recruit, resulting in a total bonus amount of \$55,000.



**Ms. Therrien** stated that given the comments made by the Mayor regarding the tiered system, all the dispatch employees should be treated the same.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6143, AS AMENDED, AS FOLLOWS:

YEAS: Therrien, Kun, Gibson, Rogers

NAYS: Clark, Marney

**Mayor Matherly** declared the MOTION PASSED.

**Mr. Marney** stated that he could not recall the conversation regarding the \$100,000 increase to the Fire Department budget for salary and benefits. **Mayor Matherly** stated he remembers discussing it and asked the Council for their input. Ms. Bell stated it was discussed prior to the first reading of the ordinance. Ms. Bell continued to state that the department is currently over budget on overtime, and this is the amount needed to cover the expenses through the end of the year. She also stated that this is not the actual cost of the overtime as the department had salary savings in the regular pay. Ms. Bell also stated that the department had to hire new employees and purchase new gear due to unexpected retirements. **Mr. Marney** asked if this was over and above the original 2020 budget. Ms. Bell stated that it was overbudget; however, the original 2020 budget had a low projection for the item originally.

**Mr. Gibson** stated he is pleased that the Council has agreed to put \$200,000 towards the Capital Fund, and he also agreed with Ms. Therrien that it would good to revisit the issue again in December or January. He continued by stating that funding Capital is one of the most important things the Council can do so that the City can continue to provide its employees with good equipment. **Mr. Gibson** reminded the Council that they approved salary savings expense increase to \$55,000. He asked that the Council remain cognizant of where they are spending money because things could tighten up in the following year if things do not return to normal quickly.

**Mayor Matherly** stated that he agrees with Mr. Gibson's thoughts regarding the Capital Fund and thanked him for bringing it forward.

**Ms. Therrien** stated that there is often a lot of salary savings at the end of the year, especially in the FPD. She stated that she thinks this is a fair ordinance and hopes that the Council can support it.

**Ms. Kun** stated she is very pleased at the decision to move \$200,000 to the Capital Fund.

**Mayor Matherly** thanked the Council for all of their input and expressed appreciation for their ability to work well together.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6143, AS AMENDED, AS FOLLOWS:

YEAS: Gibson, Marney, Rogers, Kun, Therrien, Clark

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6143, as Amended, ADOPTED.

**Mayor Matherly** called for a brief recess. The meeting resumed at New Business following the brief recess.

### **NEW BUSINESS**

- a) Resolution No. 4942 – A Resolution to Form a Cooperative Agreement Between the City of Fairbanks and the North Star Council on Aging to Participate in the CDBG Program. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4943 – A Resolution to Apply for the FY221/2022 Restore Hope in Linkage to Care Collaboration Grant from the State of Alaska Department of Health and Social Services. Introduced by Mayor Matherly and Council Members Therrien and Rogers.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Resolution No. 4944 – A Resolution Stating the City of Fairbanks Legislative and Capital Priorities for 2021. Introduced by Mayor Matherly.

**Mr. Marney**, seconded by **Mr. Clark**, moved to APPROVE Resolution No. 4944.

**Ms. Therrien**, seconded by **Ms. Kun**, moved to AMEND Resolution No. 4944 by adding a fourth legislative priority to read, “That the Legislature decide upon and implement new funding sources for State expenditures.”

**Ms. Therrien** stated that this was an item approved as a priority at the Alaska Municipal League (AML) board of directors meeting. She continued to state that it is an issue that the City of Fairbanks should weigh in on. She explained that it was passed unanimously that the legislature consider new funding sources, and without asking them to implement a sales tax or an income tax, there is a need for more revenue sources to cover municipal assistance, schools, the police, etc.

**Ms. Rogers** agreed that the City should be backing up the work of AML, and this is a very practical and pragmatic amendment.

**Mr. Marney** stated that he agrees as long as they are not requesting that the State implement additional taxes.

**Mayor Matherly** stated that obviously the Council cannot control the means by which the State will proceed, but the Council can ask that they find alternatives.

**Mr. Clark** asked Ms. Therrien to elaborate on the sources available for the State to consider. **Ms. Therrien** responded that the AML’s focus was that the need for new funding sources is more necessary now than ever. She continued that she feels the City should be supporting all the other

municipalities. **Ms. Therrien** stated that when the legislative committee meets, it would be nice to say all Council members agree that the State needs to do something, be it new business ideas, minerals, and other forms of revenue. **Mr. Clark** asked whether the priority is to find new revenues or find new ways to cut expenditures. **Ms. Therrien** stated that she believes the AML holds the position that there have been enough cuts and now is the time to find new revenue sources.

**Ms. Kun** stated she seconded the motion because she supports the AML and their resolutions. She agreed that the State needs to consider new funding sources and that it is in the City's best interest that the State do so.

**Mayor Matherly** asked for input from Chief of Staff Mike Meeks. Mr. Meeks asked for clarification regarding the language. **Ms. Therrien** indicated that the language is not as important as the understanding behind it. Mr. Meeks asked the Clerk if there was enough time to have this amendment completed and to the Council before the meeting with the Interior Delegation. City Clerk Snider suggested that there was enough time to postpone the resolution until the next regular meeting.

**Mr. Gibson**, seconded by **Ms. Therrien**, moved to AMEND the motion to amend by adding the language, "and cost saving measures" after the word "sources."

**Mayor Matherly** called for objection to the motion to AMEND and, hearing none, declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4944 BY ADDING A FOURTH LEGISLATIVE PRIORITY TO READ, "THAT THE LEGISLATURE DECIDE UPON AND IMPLEMENT NEW FUNDING SOURCES AND COST SAVING MEASURES FOR STATE EXPENDITURES." AS FOLLOWS:

YEAS: Gibson, Marney, Rogers, Kun, Therrien, Clark

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Therrien** asked Mr. Meeks to provide the language in the attachment to support the amendment between now and the next meeting. Mr. Meeks confirmed. **Mayor Matherly** called for further discussion on Resolution No. 4944, as Amended.

**Mr. Gibson** remembered the previous year's request for SART (Sexual Assault Response Team) funding. He continued to state that the City had received the funding because they had asked for it and felt it was important to ask again.

**Ms. Therrien**, seconded by **Mr. Gibson**, moved to AMEND Resolution No. 4944, as Amended, by adding a new legislative priority to increase funding for SART kits.

**Ms. Therrien** stated that it is very important for Mr. Marney and Mr. Clark to understand this is a request done to help pay for SART kits, but the payment takes a long time, and this is an important step to reduce the backlog. **Ms. Therrien** recommended directing Mr. Meeks to come up with the language using previous years as an example.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4944, AS AMENDED, BY ADDING A NEW LEGISLATIVE PRIORITY TO INCREASE FUNDING FOR SART KITS AS FOLLOWS:

YEAS: Kun, Gibson, Therrien, Clark, Marney, Rogers

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Kun**, seconded by **Mr. Gibson**, moved to POSTPONE Resolution No. 4944 until the next regular meeting.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE RESOLUTION NO. 4944, AS AMENDED, TO THE NEXT REGULAR MEETING AS FOLLOWS:

YEAS: Marney, Clark, Rogers, Kun, Gibson, Therrien

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

d) Ordinance No 6144 – An Ordinance Amending Fairbanks General Code Chapter 2, Article V, Division 3, by Adding a New Section 2-658 Regarding Grant Procedures. Introduced by Council Member Gibson.

**Mr. Gibson**, seconded by **Ms. Therrien**, moved to ADVANCE Ordinance No. 6144.

**Ms. Kun**, seconded by **Ms. Therrien**, moved to AMEND Ordinance No. 6144 by striking section 2-658(a) in its entirety.

**Ms. Kun** stated she wants to strike the section because it will tie hands in the future. She continued to say that the following three subsections give enough directives, and subsection (a) is unnecessary.

**Ms. Rogers** agreed with striking subsection (a) but stated she would like to hear from Ms. Bell. She continued to say that she believes subsection (a) presents a good idea, but that it requires more polishing. **Ms. Rogers** hesitated to decide at this time and requested that Mr. Gibson consider postponing the resolution until there is time to make it into a good working document. Ms. Bell stated that subsection (a) addressed staff concerns and would allow staff to move forward if a grant opportunity comes available without time to bring it before the Council.

**Ms. Therrien** stated that she seconded the amendment because she is having second thoughts regarding the ordinance and feels strongly that it should be postponed to sometime in January after the budget is complete.

**Mr. Marney** agreed with Ms. Therrien that there has been a lot of back and forth and indicated that he would be in favor of postponing the issue.

**Mr. Clark** asked Mr. Gibson if the language “if the grant does not require matching funds” included incurring funds in the future, or only upfront funds. **Mr. Gibson** explained that grants are clear about matching funds when you apply for them. **Mr. Clark** clarified his question by using road maintenance costs after a project is completed as an example. **Mr. Gibson** stated that the example given would be a separate issue, outside of the actual grant.

**Mr. Gibson** stated that he took feedback from Council members and worked with Mr. Ewers to draft the language in subsection (a). He continued to say that he believed the language and intent of the Council was to not tie the hands of those wanting to apply for grants but also not to allow for the application of grants outside the Council’s knowledge or desires. **Mr. Gibson** ended by saying he believes the language should stay because the Council is trying to strike the balance between flexibility for the Grant Administrator and assurance that the Council is aware of what is happening.

**Ms. Therrien** stated that she believes the intent is to allow for emergency grant situations in which there is not a lot of time, in which cases, she believes an Emergency Meeting could be held. **Ms. Therrien** said she is still very conflicted with the language; she acknowledged the work Mr. Gibson has put into the resolution but stated that she would like more time.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6144 BY STRIKING SECTION 2-658(a) IN ITS ENTIRETY AS FOLLOWS:

YEAS:           Therrien, Rogers, Kun  
NAYS:           Clark, Gibson, Marney, Matherly  
**Mayor Matherly** declared the MOTION FAILED.

**Ms. Therrien**, seconded by **Ms. Rogers**, moved to POSTPONE Ordinance No. 6144 to be heard in the Finance Committee on January 19, 2020 with a first reading at the Regular Council Meeting on February 8, 2020.

**Mr. Gibson** stated that this represents a lot of consideration. He stated that the issue has been discussed in many meetings, and the Council could continue talking about this for many months. He continued to say that the ordinance is a good place to start, and that by passing it, it does not mean it cannot be changed or modified. He asked that it be advanced to the next meeting to obtain public input. **Mr. Gibson** indicated that would give the Council an idea of whether they are moving in the right direction, and if not, the Council could postpone at the next meeting.

**Mr. Marney** stated that the Council should receive public input on the ordinance.

**Ms. Therrien** stated she did not like the idea of introducing an ordinance with the intent of amending it in the future. She stated she would rather work on something and do it right to begin with; therefore she thinks the Council should postpone.

City Clerk Snider asked for clarification on the motion to postpone: whether the intent is to postpone the first reading of the ordinance or to advance it to a second reading in February.

**Ms. Therrien** stated her intent is to postpone the first reading until February.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE ORDINANCE NO. 6144 TO BE HEARD IN THE FINANCE COMMITTEE ON JANUARY 19, 2020 WITH A FIRST READING AT THE REGULAR COUNCIL MEETING ON FEBRUARY 8, 2020 AS FOLLOWS:

YEAS: Kun, Therrien, Rogers, Matherly  
NAYS: Gibson, Clark, Marney  
**Mayor Matherly** declared the MOTION CARRIED.

### **DISCUSSION ITEMS AND COUNCIL MEMBER COMMENTS**

**Mr. Gibson** stated that he recently met with FAST Planning where they discussed the Fifth Avenue project and readdressed public input regarding two-way versus one-way. **Mr. Gibson** suggested a Work Session with the Council to review the issue with City Engineer Bob Pristash in order to create a unified vision on how to proceed. **Mayor Matherly** stated he would contact the City Clerk to schedule a Work Session after the first of the year. **Mr. Gibson** stated he appreciated everyone's input, although he is disappointed in the outcome of Ordinance No. 6144. He stated that he feels the Council has shut the public out of the conversation.

**Ms. Kun** reminded the Council that the public is able to weigh in on the ordinance through emails now and public comment later. She stated that part of the reason Ordinance No. 6144 is being held up is because it creates more paperwork/government, and she prefers less government. She stated she feels that the remaining three sections of the ordinance are sufficient; however, it was a great discussion on the issue. **Ms. Kun** stated that she would appreciate keeping up to date with FAST Planning and Fifth Avenue and asked that the public stay informed as well. **Ms. Kun** stated she did not have a committee report, and she would welcome a new or additional committee assignment. She reminded Council that Thanksgiving is not always a happy time for everyone. She shared that November is also Native American Heritage month. **Ms. Kun** asked the Council to keep the family of Willis Derendoff in their prayers. She stated he is the fourth Native Alaskan to recently go missing, and she hopes that something is found out about them.

**Ms. Rogers** stated she did not have any committee reports; however, she did share about her experiences with AML and the success they had holding such a large conference over Zoom. **Ms. Rogers** expressed her desire to continue the encouragement of mask wearing. She thanked the Mayor for being vocal about masking wearing and for the protocols he has put in place at City Hall.

**Ms. Therrien** stated she attended the FNSB Assembly meeting regarding the Appeal Board issue. **Ms. Therrien** felt that the Borough was not prepared to move forward and were very concerned about the loss of public input in the appeal discussions. She reported that the issue will be before the Borough Assembly again in January. **Ms. Therrien** announced that at her first attendance at the AML Board of Director's meeting she was elected to serve, and they passed approximately twenty-two resolutions, including eight from the previous year. She indicated that if the Council was interested in those resolutions, she could provide the titles to the City Clerk for distribution. **Ms. Therrien** asked that the NAACP letter is kept in the forefront of the decision to hire a new Police Chief. She wished everyone a happy and safe Thanksgiving.

**Mr. Marney** wished everyone a happy Thanksgiving and safe travels.

**Mr. Clark** wished everyone a happy Thanksgiving. He reiterated his frustration as a new Council member going through the budget process. He said it was tough and shocking at times, and his wish is for the Council to be wise with the taxpayers' money. **Mr. Clark** expressed hope that the departments can look at their budgets and think of it as the citizens' money.

**Mayor Matherly** asked Ms. Kun if she was still willing to sit on the Explore Fairbanks Board and Mr. Gibson if he was okay with his position on the FAST Planning Board. He indicated that Ms. Therrien would remain on the Permanent Fund Review Board and the Legislative Information Group. **Mayor Matherly** said he would like to add Mr. Marney to the Hotel/Motel Discretionary Fund Committee, which meets annually in November and December to decide how to distribute the \$270,000 in hotel/motel tax revenue. **Mr. Marney** said that he looked forward to serving on the committee. **Mayor Matherly** asked Mr. Clark to serve on the Legislative Information Group with Ms. Therrien and Ms. Rogers. **Mr. Clark** agreed. **Mayor Matherly** stated that Ms. Rogers would continue on the Hotel/Motel Discretionary Fund Committee for the remainder of 2020. **Mayor Matherly** clarified that any Council member may participate in the meetings, however, they need to be mindful of how many members attend to avoid a quorum. He indicated that members who have questions about that should contact the City Clerk or the City Attorney.

**Ms. Rogers** added that she has also been attending the Suicide Coalition meetings for the past six months.

City Clerk Snider stated that she will send a revised committee assignment listing to the Council.

**Ms. Therrien** asked the City Clerk for information on the Borough Assembly meeting schedule for 2021. City Clerk Snider replied that the Borough has not yet set their 2021 schedule, but she will let the Council know as soon as the schedule is set.

#### **WRITTEN COMMUNICATIONS TO COUNCIL**

- a) Reappointment to the Chena Riverfront Commission.

APPROVED on the CONSENT AGENDA.

- b) Recommendation for Reappointment to the FNSB Planning Commission.

APPROVED on the CONSENT AGENDA.

- c) Reappointments to the Building Code/Landscape Review & Appeals Commission.

APPROVED on the CONSENT AGENDA.

- d) Clay Street Cemetery Commission Meeting Minutes of October 7, 2020

ACCEPTED on the CONSENT AGENDA.

- e) Fairbanks Diversity Council Meeting Minutes of October 13, 2020

ACCEPTED on the CONSENT AGENDA.

**Mr. Gibson**, seconded by **Ms. Therrien**, moved to ENTER Executive Session for the purpose of discussing the potential litigation with FNSB – Tolling Agreement, PSEA Fairbanks Police Command Unit (FPCU) Labor Negotiation Strategy, and IBEW Labor Negotiation Strategy.

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

**Mayor Matherly** called for a brief recess. The Council reconvened in Executive Session following the brief recess.

**EXECUTIVE SESSION**

- a) Potential Litigation with FNSB – Tolling Agreement
- b) PSEA Fairbanks Police Command Unit (FPCU) Labor Negotiation Strategy
- c) IBEW Labor Negotiation Strategy

The City Council met in Executive Session to discuss Potential Litigation with FNSB as well as PSEA/FPCU and IBEW Labor Negotiation Strategies. Direction was given to legal counsel and the negotiating teams, and no action was taken.

**ADJOURNMENT**

**Mr. Gibson**, seconded by **Ms. Therrien**, moved to ADJOURN the meeting.

Hearing no objection, **Mayor Matherly** declared the meeting adjourned at 10:34 p.m.

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JIM MATHERLY, MAYOR

ATTEST:

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D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR





FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, DECEMBER 7, 2020  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 6:30 p.m. on the above date to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding (remotely) and with the following Council Members in attendance:

Council Members Present: Shoshana Kun, Seat A (remotely)  
June Rogers, Seat B (remotely)  
Valerie Therrien, Seat C  
Aaron Gibson, Seat D (remotely)  
Lonny Marney, Seat E  
Jim Clark, Seat F

Absent: None

Also Present: Margarita Bell, Chief Financial Officer (remotely)  
Paul Ewers, City Attorney  
D. Danyielle Snider, City Clerk  
Mike Meeks, Chief of Staff  
Kristi Merideth, FECC Manager  
Angela Foster-Snow, HR Director (remotely)  
Richard Sweet, Acting Police Chief  
Tod Chambers, Fire Chief (remotely)  
Ron Dupee, Acting Deputy Police Chief (remotely)  
Geoff Coon, Assistant Fire Chief (remotely)

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

### **INVOCATION**

The Invocation was given by City Clerk Danyielle Snider.

### **FLAG SALUTATION**

Mayor Matherly led the Flag Salutation.

### **CEREMONIAL MATTERS**

Mayor Matherly read the proclamation that he jointly signed with Mayor Ward and Mayor Welch, declaring the month of November to be Stars of Gold Readers School Engagement Month.

Mayor Matherly recognized Fairbanks Fire Department (FFD) Battalion Chief Greg Taylor for his 25 years of service to the City of Fairbanks and his upcoming retirement. He continued by providing some background on his experience and family. Mayor Matherly noted that Mr. Taylor

will be continuing his service to the community through his work as Associate Professor of Paramedicine at UAF's Community and Technical College. **Mayor Matherly** stated that it had been an honor working with Mr. Taylor and wished him the best in his retirement. He asked FFD Chief Tod Chambers if he had any further comments.

Chief Chambers stated that Mr. Taylor's retirement had caught the department off guard when they learned he had accepted the teaching position. Chief Chambers continued that he had worked in the field with Mr. Taylor for the past twenty-five years, and his presence would be missed; however, his training of future paramedics will be appreciated. Chief Chambers ended by stating that the department wished the best for Mr. Taylor and his future success.

### **CITIZENS' COMMENTS**

**Mayor Matherly** called for in-person public comment and, hearing none, declared in-person Citizens' Comments closed. Citizens comments over Zoom were heard next.

George Thomas – Mr. Thomas explained that he is transferring to UAF for his senior year of his bachelor's degree, and for his senior thesis he would like to work on bringing the U.S. Olympics to Fairbanks, Alaska. Mr. Thomas stated that he had already performed extensive research on the topic and believed it would be best to include Anchorage in the discussion. He noted that in 1992 Anchorage came in third for the bid to host the Olympics. Mr. Thomas stated he believes that with the combination of Anchorage and Fairbanks, there would be enough infrastructure to support hosting the Olympics in the future. He stated that perhaps in 2030 they could compete for the location against Salt Lake City. He stated that he would like to begin the process by asking for feedback from the Council and suggested the formation of an ad-hoc committee. Mr. Thomas ended by sharing his experience with city government and thanking the Council for their time.

**Ms. Rogers** thanked Mr. Thomas for his attendance and verified she had received his previous communications. **Ms. Rogers** then asked Mr. Thomas about his experience in coordinating large events. Mr. Thomas spoke to his experience in bringing the Special Olympics to his constituency in Van Ives, CA in 2015. In addition, L.A. had just won the bid for 2028, and he had been working to ensure one of the events would happen in the Van Ives community. Mr. Thomas stated he believes the place to start is with an ad-hoc committee that is devoted to the purpose of bringing the Olympics to Alaska. He stated that he had been in contact with the elected officials in Anchorage, and they are very supportive. Mr. Thomas explained that if the bid for 2030 was lost, most of the paperwork would already be complete for another attempt in the future. He indicated that he would serve in whatever capacity the Council would request of him. **Ms. Rogers** thanked him for his enthusiasm and shared that she had been involved in community committees for the past 40 years; she stated that events of such size can be very consuming. **Ms. Rogers** stated that she was not sure it was something the Council could commit to at this time but appreciated Mr. Thomas' testimony. She suggested that he contact the Public Works Director, Jeff Jacobson, who has been involved in these types of events.

**Mayor Matherly** thanked Ms. Rogers for her input and suggested that Mr. Thomas also look into the Arctic Winter Games.

Victor Buberge, Fairbanks – Mr. Buberge stated that he was still concerned about snow removal. He noted that he had seen Public Works employees hand-sweeping roundabouts this previous fall

on 22nd Avenue and compared the process to those used in Indonesia and Thailand, where he had previously lived. Mr. Buberger stated that if the City could afford the time to hand-sweep the streets, they should be able to get some equipment out clearing the roads and sidewalks. He continued to state that the downtown streets resembled driving on a rocky, dry riverbed due to the disgusting lack of snow removal. Mr. Buberger suggested that the City consider service areas, such as the Borough has, and have private industry do the work in a timely fashion, possibly saving a lot of time and money for the City. He mentioned that he had seen the sidewalk snow removal unit being used outside of the school on Lathrop Street last week, but it was not used for the entire sidewalk. Mr. Buberger commented that it is likely because Union boys do the work the slowest and get paid the highest. He restated his offer to operate the sidewalk machine at his own cost in time and fuel to help the citizens who have to walk in the City.

City Clerk Danyielle Snider stated that there were no more comments to be heard from the Zoom audience and proceeded to read the following written comment into record:

David Song, Juneau, AK – Mr. Song wrote on the behalf of the Alaska Public Interest Research Group (AKPIRG) to advocate for the inclusion of members from the LGBTQIA+ community, communities with disabilities, and armed forces personnel on the City’s hiring committee for Police Chief. Mr. Song continued by reminding the Council that in the past five-and-a-half years, law enforcement officials in Alaska have killed 43 individuals. He stated that one Fairbanks Police Department (FPD) officer had been involved in three separate officer-involved shootings that ended in fatalities and that Acting Chief Sweet had also been part of a contentious officer-involved shooting. Mr. Song added that police violence is a systematic, nationwide problem that has gone unaddressed due to the opaque nature of police departments around the United States. He stated that it is critical that the hiring decision not be taken lightly, and that the exclusion of the before-mentioned community groups is a significant oversight. Mr. Song ended by reminding the Council that it was within their power to rectify this situation by expanding the existing committee.

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

### **APPROVAL OF AGENDA AND CONSENT AGENDA**

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

**Mayor Matherly** stated that there was no update to provide to the Council regarding IBEW Labor Negotiations and removed it from Executive Session.

**Mr. Marney** pulled Ordinance No. 6145 from the Consent Agenda.

**Mayor Matherly** called for objection to the APPROVAL of the Agenda, as Amended, and hearing none, so ORDERED.

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

### **SPECIAL ORDERS**

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

| Lic. # | DBA                 | License Type             | Licensee                | Premises Address        |
|--------|---------------------|--------------------------|-------------------------|-------------------------|
| 270    | Lavelle's Taphouse  | Beverage Dispensary      | Lavelle's Taphouse, LLC | 414 2nd Avenue, Suite B |
| 4488   | RJ's Lounge & Grill | Beverage Dispensary      | Roy J Stoltz            | 3450 Airport Way        |
| 5767   | Denny's             | Restaurant/ Eating Place | D of Alaska, Inc.       | 1929 Airport Way        |

**Mr. Marney**, seconded by **Mr. Gibson**, moved to WAIVE PROTEST on the Liquor License Applications for Renewal.

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

**Mayor Matherly** asked AC Sweet to speak to the incidents reported at Denny's. AC Sweet responded that there were a number of trespass calls, but it had been determined that the business had done everything they could to resolve the issues prior to contacting the FPD. The calls that came to the FPD were only made after the accused became aggressive towards Denny's staff, and assistance was necessary. AC Sweet concluded that in his research there did not appear to be any calls that were caused directly by the establishment.

**Ms. Rogers** asked for clarification about the asterisks on the report. AC Sweet responded that he had provided the asterisks at the request of Ms. Therrien to indicate calls made to the FPD as a result of the business directly, and not those made due to the close physical proximity to the business.

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

YEAS: Kun, Gibson, Therrien, Clark, Marney, Rogers  
 NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

### **MAYOR'S COMMENTS AND REPORT**

**Mayor Matherly** stated that he loves the holidays and hoped that everyone is enjoying the season. He shared his excitement in bringing 2020 to a close. **Mayor Matherly** mentioned the upcoming release of the COVID-19 vaccine but added that he does not have much information at this time in regard to the application and availability; he stated he believes it may be available to some as early as Christmas this year. He spoke to Mr. Song's letter and reminded the Council that it is one of many they have already received. **Mayor Matherly** made clear that nine members for the Police Chief hiring panel was his limit and that it was already in place. Additionally, he indicated that the Fairbanks Diversity Council (FDC) would be meeting the following evening, and he had already made his panelist selection from their nominations. He stated that the individual he chose to represent the FDC also represents many different community groups, including the LGBTQ community. **Mayor Matherly** stated that the Police Chief position will be offered internally starting on December 14, 2020. He went on to mention an article in the newspaper regarding the Fairbanks Emergency Communication Center (FECC) and thanked the Council for their attention

to the needs of the department. **Mayor Matherly** made note of the good job that Dispatcher Julie Ritchie had done in her interview with the media and invited the listeners to apply online for the FECC open positions. **Mayor Matherly** expressed his respect for Deb Hickok in light of her retirement announcement from Explore Fairbanks. He continued to share that while they were not always on the same side of an issue, he could not deny the tens of millions of dollars Ms. Hickok's team had brought into the Fairbanks community. **Mayor Matherly** stated that this winter has been hard with the early snowstorms and with the Public Works department being hit early with COVID-19 cases. He stated the department had been working very hard to get caught up, putting up signs prior to snow removal and working through the City as they can. He commented that sometimes vehicles are impounded and complaints are made. **Mayor Matherly** gave his assurances to the Council that the complaints are addressed every time and, often, he does so personally. He went on to thank Public Works and every City employee for their hard work during this long and difficult year. **Mayor Matherly** ended by reminding the Council of the upcoming meetings for the end of the year, thanked them for their teamwork, and mentioned that the budget is also on the agenda for the evening.

### **COUNCIL MEMBERS' COMMENTS**

**Ms. Kun** gave a land acknowledgment.

**Mr. Gibson** stated he had no comments.

**Ms. Rogers** stated that Mayor Matherly had already addressed most of the comments made and added that Deb Hickok has been one of the treasures of the community for decades. **Ms. Rogers** shared that she had spent a lot of time with Ms. Hickok through their mutual attendances at City Council meetings as they served on different committees. **Ms. Rogers** continued by emphasizing Ms. Hickok's integrity, stating she is a tremendous asset to any community in which she resides. She ended by expressing her admiration for Ms. Hickok's work ethic and said she would be missed greatly.

**Mayor Matherly** interjected to correct his earlier statement about Ms. Hickok, as she is resigning, not retiring. He also added that he meant to comment on the importance of masking-up and practicing social distancing.

**Ms. Therrien** wished Mr. Taylor good luck at UAF Community and Technical College. In regard to Mr. Thomas' comments regarding the winter Olympics, she stated the Council should think big and that it is an interesting idea.

**Mr. Clark** shared that he was residing in Salt Lake City when the Olympics came, and it brought tremendous things to the Salt Lake area, wonderful things that stayed a part of the community. He agreed that it is an interesting idea, and he is excited to talk more about it.

**Mr. Marney** stated that he is impressed with Mayor Matherly and the way he runs the City and the meetings.

## **UNFINISHED BUSINESS**

- a) Resolution No. 4944, as Amended – A Resolution Stating the City of Fairbanks Legislative and Capital Priorities for 2021. Introduced by Mayor Matherly and Council Members Kun, Therrien, and Rogers.

**Mr. Clark**, seconded by **Mr. Marney**, moved to APPROVE Resolution No. 4944, as Amended.

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

**Ms. Therrien**, seconded by **Mr. Clark**, moved to AMEND Resolution No. 4944, as Amended, by striking the word “increase” and replacing it with “maintain” in item #5.

**Ms. Therrien** stated that the Legislative Committee had met last week and determined that an increase was not necessary at this time due to the budget and the SART testing cost.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4944, AS AMENDED, BY STRIKING THE WORD “INCREASE” AND REPLACING IT WITH “MAINTAIN” IN ITEM #5 AS FOLLOWS:

YEAS: Clark, Therrien, Kun, Marney, Gibson, Rogers

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Therrien**, seconded by **Ms. Rogers**, moved to AMEND Resolution No. 4944, as Amended, by changing item #4 to read, “That the Legislature use a balanced approach in addressing the deficit and continuing fiscal challenges by implementing new funding sources and cost savings measures for State expenditures.”

**Ms. Therrien** stated that her original amendment did not include the language from the AML resolution, and this amendment reflects her original intent and is supported by the legislative committee.

**Mayor Matherly** requested Mr. Meeks to speak to this amendment and the overview section.

Mr. Meeks asked the Council to look at the overview section added to the attachment. He stated the overview is necessary because the State and City are six months apart on their fiscal calendar, and it is a reminder to the State Legislature that the City is unable to make changes halfway through its fiscal year.

**Ms. Therrien** asked that the overview and supporting document be discussed separately.

**Mr. Gibson** questioned item #4 as a position for the City to take given AML has already done so. He continued by saying he was unsure if it was the Council’s responsibility to tell the Legislature how to do their job.

**Ms. Rogers** stated that the statement was very practical and helps the Legislature to understand the City’s position while supporting AML’s work.

**Mr. Clark** had questions about the attached list directing the State Legislature on how to fulfill the request in item number four; he indicated that he may not be in support of it.

**Mayor Matherly** stated he is mixed on the discussions around the Legislative priorities, and his natural desire to keep it focused on Fairbanks. He stated he believes that reiterating others' priorities is neither harmful nor helpful, but it is not necessary.

**Ms. Therrien** stated that the City would be unable to maintain PERS or a baseline for community assistance without the State Legislature.

**Ms. Rogers** stated that while it might not be necessary, it is a very short and sweet statement.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4944, AS AMENDED, BY CHANGING ITEM #4 TO READ, "THAT THE LEGISLATURE USE A BALANCED APPROACH IN ADDRESSING THE DEFICIT AND CONTINUING FISCAL CHALLENGES BY IMPLEMENTING NEW FUNDING SOURCES AND COST SAVINGS MEASURES FOR STATE EXPENDITURES" AS FOLLOWS:

YEAS: Therrien, Rogers, Clark, Gibson, Kun, Marney

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Therrien**, seconded by **Ms. Rogers**, moved to AMEND the Attachment to Resolution No. 4944, as Amended, to add an Overview section to read, "Overview: Unlike the State of Alaska, the City of Fairbanks is on a fiscal calendar year. When the State of Alaska decides to reduce expenses by cost-shifting to the municipalities, the City is half-way through our budget year. We have few tools available to adjust our budget to meet the State's cost-shifting moves. Understanding and consideration of this fact is important to the City of Fairbanks."

**Mayor Matherly** asked Mr. Meeks or Ms. Therrien to elaborate on the motion.

Mr. Meeks stated that he thinks the statement is very clear and that the State has made cost-shifting measures in the past that have caught the City off guard. He stated he believes the trend of cost-shifting to the municipalities will continue, and it is important for the State to understand how this affects the municipalities.

**Ms. Rogers** stated that this is an excellent statement for the City to make, especially in regard to working together to support smaller communities.

**Ms. Kun** thanked Ms. Therrien for drafting the statement and said it is very to the point.

**Ms. Therrien** clarified that it was drafted by Mr. Meeks.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4944, AS AMENDED, BY INCLUDING THE OVERVIEW SECTION AS FOLLOWS:

YEAS: Gibson, Marney, Rogers, Kun, Therrien, Clark

NAYS: None  
**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Therrien**, seconded by **Ms. Rogers**, moved to AMEND the Attachment to Resolution No. 4944, as Amended, by adding the following language as item #5, “Sexual Assault Response Team (SART) Funding: Continued State funding is important to maintain medical and social responses to sexual assault.”

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE ATTACHMENT TO RESOLUTION NO. 4944, AS AMENDED, BY ADDING THE LANGUAGE TO #5 AS FOLLOWS:

YEAS: Rogers, Gibson, Therrien, Clark, Marney, Kun  
NAYS: None  
**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Therrien**, seconded by **Ms. Rogers**, moved to AMEND the Attachment to Resolution No. 4944, as Amended, by striking the original language detail in item #4 and adding the following:

4. The City of Fairbanks supports a balanced approach to addressing the State of Alaska’s deficit and continuing fiscal challenges, including by addressing the following:
  - a. Broad-based taxation (personal and corporate income, sales and property)
  - b. Additional revenue measures tied to use (motor fuel, marijuana, tobacco, alcohol) or resource
  - c. A stable PFD formula consistent with a sustainable draw from the Earnings Reserve
  - d. Potential reductions to the State budget irrespective of fund source
  - e. Negotiating solutions to devolve responsibilities and foster public-private partnerships.

**Ms. Therrien** wanted to be clear that the first point is not to insist on broad-based taxation; rather, it only asks that the State address it. She added that this is the language used in the AML’s priorities. **Ms. Therrien** went on to say that there is discussion about the Governor’s budget, including language that would require the municipalities to take on many more responsibilities.

**Mr. Clark** stated that he disagrees with all the bullet points. He stated that the State knows what they need to do, and if the City tells them what to do, they will suggest broad-based taxation. He stated he did not think it was appropriate for the Council to give the State this type of direction, nor did he believe it was a solution for the bigger problems in Juneau.

**Mayor Matherly** asked Mr. Clark for clarification on what he was objecting to.

**Mr. Clark** indicated that he opposed all the bullet points as well as the words, “addressing the following.”

**Mr. Marney** stated that he believes the list was to give the State direction, and this list would help the Legislators to know what the City of Fairbanks is looking for.



**Mr. Gibson** stated he was not sure that the Legislature needs the Council's direction. He continued to say that the Legislature knows what they need to do, and he did not feel it was the Council's place to tell them.

**Ms. Kun** stated that she thought it was a great list and very clear. She said it was great for the City to be supporting AML. She appreciated item "c" in particular but stated she believes all points are clear, concise, and important to include.

**Ms. Rogers** stated that the City is part of the AML, and it should not think of AML as an outside entity. She continued to state that she does not agree with Mr. Gibson and Mr. Clark that the State Legislature knows what they need to do and therefore does not need to hear from the City. **Ms. Rogers** stated that in her 40 years of experience with legislators, she has heard repeatedly that they want and need to hear from the local constituencies. She stated that this is a very clear and concise group of statements, and the Council is being polite and brief in an effort to open the door to a conversation.

**Mayor Matherly** asked Mr. Meeks to comment. Mr. Meeks clarified that the language added by the Council at the previous meeting read, "New State Funding Sources and Cost-Saving Measures." He stated that the language before the Council now is the second draft after going through the Finance Committee. He explained that the first draft, which can be seen in the attachment as red bolded, underlined, and stricken text, reads, "With declining oil revenues, it is important to continue to examine other revenue generating methodologies while maintaining downward pressure on cost growth. The City of Fairbanks encourages the State Legislators to develop solutions on both sides of the budget equation, revenues and expenditures." Mr. Meeks wanted to clarify that the Council can agree to this or not, but the original line has no meat to support it.

**Mr. Clark** stated that he understands the need for "meat" behind the first phrase. He stated his understanding is that the Council represents the City of Fairbanks, not the AML.

**Mayor Matherly** stated that the Council should vote on item #4 in its entirety, then discuss amending the paragraph if it is approved.

**Ms. Therrien** stated that City lobbyist, Yuri Morgan, was included in the conversation, and he was comfortable using the language. She continued by saying that when the Council meets with the Legislature, they can be clear that these are not demands, but requests for consideration. **Ms. Therrien** indicated that the first draft, read by Mr. Meeks, would also be acceptable and more innocuous.

**Ms. Kun** pointed out that the City Council represents all of the citizens of Fairbanks, yet not all citizens would support all of the bullet points. She stated that together the Council represents the entire community the best they can. She stated she believes there is a significant portion of the community that believes very strongly in broad-based taxation.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE ATTACHMENT TO RESOLUTION NO. 4944, AS AMENDED, BY STRIKING THE ORIGINAL LANGUAGE DETAIL IN ITEM #4 AND ADDING NEW LANGUAGE [AS STATED ABOVE] AS FOLLOWS:

YEAS: Kun, Therrien, Rogers, Matherly  
NAYS: Gibson, Clark, Marney  
**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Kun**, seconded by **Ms. Therrien**, moved to AMEND the Attachment to Resolution No. 4944, as Amended, by striking the word “our” and replacing with “its” in the overview section.

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

**Mr. Gibson**, seconded by **Mr. Clark**, moved to AMEND the Attachment to Resolution No. 4944, as Amended, by striking the language in #4 after “fiscal challenges...”

**Mr. Gibson** felt that this option strikes a balance by the Council asking the State Legislature to use a balanced approach without telling them how to do it.

**Mr. Marney** stated he does not want to advocate for new taxes.

**Mr. Clark** clarified that the “meat” will not need to be added if the sentence ending with “fiscal challenges” remains.

**Ms. Rogers** stated she could not support this change because she felt the previous language was on the right path.

**Ms. Therrien** stated she will not support the amendment because she believes the Council does need to ask Legislators to address those five issues.

**Mayor Matherly** stated that he does not think the list needs to be included, but he does not see it being harmful if it is.

**Ms. Therrien** reminded the Council that when the Legislature Finance Committee met in Fairbanks to hear testimony regarding funding the state budget and schools, an overwhelming number of the presentations to the Legislature were in support new funding sources.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE ATTACHMENT TO RESOLUTION NO. 4944, AS AMENDED, BY STRIKING THE LANGUAGE IN #4 AFTER “FISCAL CHALLENGES...” AS FOLLOWS:

YEAS: Clark, Marney, Gibson, Matherly  
NAYS: Therrien, Kun, Rogers  
**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Therrien**, seconded by **Ms. Kun**, moved to AMEND the Attachment to Resolution No. 4944, as Amended, by including the original draft language for item #4 that had been stricken: “New State Funding Sources and Cost-Saving Measures: With declining oil revenues, it is important to continue to examine other revenue generating methodologies while maintaining downward pressure on cost growth. The City of Fairbanks encourages the State Legislators to develop solutions on both sides of the budget equation, revenues and expenditures.”

**Ms. Therrien** indicated that it is very important to have something supporting what the City's position is, and this is the original language that had been discussed previously.

**Ms. Rogers** asked the Council members who voted to remove the bullet points what the new language, "The City of Fairbanks encourages the State Legislators to develop solutions on both sides of the budget equation, revenues and expenditures," meant.

**Mr. Gibson** stated he was happy with the currently approved version and would not be supporting the amendment.

**Mayor Matherly** stated that he preferred the less specific language.

**Ms. Rogers** indicated that it is still asking the State to seek other revenues.

**Mr. Clark** stated that he is happy with the currently approved version.

Mr. Meeks reminded the Council that the language presented was simply to support the opening statement and give the paragraph some meat. And because these changes are being made after the document was finalized, it has been much more difficult to coordinate.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE ATTACHMENT TO RESOLUTION NO. 4944, AS AMENDED, BY INCLUDING THE ORIGINAL DRAFT LANGUAGE FOR ITEM #4 THAT HAD BEEN STRICKEN [AS STATED ABOVE] AS FOLLOWS:

YEAS: Therrien, Rogers, Kun, Marney

NAYS: Clark, Gibson

**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Therrien** asked for co-sponsors for Resolution No. 4944, as Amended.

City Clerk Danyielle Snider stated that Ms. Kun, Ms. Rogers, and Ms. Therrien are the current sponsors.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4944, AS AMENDED, AS FOLLOWS:

YEAS: Marney, Clark, Rogers, Kun, Gibson, Therrien

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Resolution No. 4944, as Amended, APPROVED.

## **NEW BUSINESS**

- a) Ordinance No. 6145 – An Ordinance Adopting the 2021 Operating and Capital Budgets. Introduced by Mayor Matherly.

**Mr. Gibson**, seconded by **Ms. Therrien**, moved to ADVANCE Ordinance No. 6145.

**Mr. Marney** stated that he had questions about the difference between the Mayor's budget recommendation and the one the Council put forth. He continued by asking if the new Chief of Police should have a say in their budget after they are hired.

Mr. Meeks stated that he did not see a difference between the two proposed budgets, and he asked Ms. Bell for confirmation.

Ms. Bell confirmed that there had been no changes between the two budgets in regard to the Police Department.

**Mr. Marney** indicated he was not looking at the bottom line and only the personnel page, hence the confusion. He went on to ask if the Council should wait on the FPD budget until a new Chief is hired, giving them the advantage of establishing their own budget.

**Mayor Matherly** explained that the budget is established now, and the Chief of Police position is three or four months away from being filled. He stated that the budget was created with AC Sweet, and, barring other things that might happen, he is considered Chief at this time. He stated that if a new Chief wants to make changes, that could be done through a budget amendment.

**Ms. Kun** asked if the Captain position is included in the proposed budget. Ms. Bell responded that the Captain position remains outside of the budget.

**Ms. Kun**, seconded by **Ms. Therrien**, moved to AMEND Ordinance No. 6145 by adding the Captain position to the FPD budget and defunding two police officer positions.

Ms. Bell indicated that this change would result in a savings of over \$70,000 to the FPD budget.

**Mr. Gibson** stated that he does not feel a need for a Captain at this point and would like to fill the position of Police Chief prior to making changes. He clarified that he would not be against adding the position in the future but would like input from the new Police Chief first.

**Ms. Rogers** stated that she has gone back and forth on this many times in previous discussions; however, this is now, and now is when we have the opportunity to work smarter. She stated that the position has been suggested to the Council by those who are in the FPD now, and she will support the amendment.

**Ms. Therrien** stated she would have preferred to have held public testimony on the budget prior to voting on this amendment, but she is in favor of it. She stated that by having a Captain, sergeants would be back on the street which may help with personnel issues. She stated that it may also help retain an employee who is considering retirement.

**Mr. Clark** stated that adding this position would make it very difficult to remove in the future, and because of that he is against it.

**Mr. Marney** expressed concern that it may sound like the City Council is "defunding" the police.

Mr. Meeks pointed out the advantages to this change in positions, including the savings to the budget and the retention of an experienced employee. He stated that this is a temporary change. He stated that the Mayor's Office often changes the structure of the FPD and can do so again in the future. He ended by saying he was struggling to find a reason that it is not a good idea.

**Mr. Clark** stated that if the Council approves as the position on a temporary basis the Council could get a bad rap if they say no to making it permanent if that is the desire of the new Chief.

**Mayor Matherly** stated that he did not consider this as "defunding" the police. He explained that this is part of the Council's regular budget process.

**Mr. Marney** asked if AC Sweet supported this amendment. AC Sweet stated that he does. He explained that within the department there is data to support the idea that adding one position reduces workload by one-third. He stated that currently the workload is on the sergeants, and the Captain position will help relieve that. He stated the Captain position would fill the role of the extra reporting requirements that currently need a lieutenant level position or higher. He explained that the temporary trial is to see if the Captain position will do what they predict, provide someone for the reporting and in-station requirements, and allow the sergeants to do more patrolling.

**Mr. Gibson** asked for clarification from AC Sweet as to whether the FPD will request to retain the Captain and the two officer positions next year if the position works. AC Sweet stated that it is likely, but that is a discussion for that budget year. He stated that currently there is more of a need for administrative positions, which the department is lacking. He stated he would not like to permanently remove two officer positions, as the City is already low in officers compared to its population. **Mr. Gibson** stated that the City is currently funding 23 positions and asked how the FPD stands in filling the vacancies. AC Sweet stated that there are seven viable recruits currently, but the issues come in when they have to wait months for new officers to attend the Academy. He explained that there is a difference with lateral transfers, as they only require 2-3 weeks of training. He stated the department can only accommodate training three recruits at a time with current staffing levels.

**Mayor Matherly** stated that he supports the position.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6145 BY ADDING THE CAPTAIN POSITION TO THE BUDGET AND DEFUNDING TWO POLICE OFFICER POSITIONS AS FOLLOWS:

YEAS: Therrien, Rogers, Kun, Marney  
NAYS: Clark, Gibson

**Mayor Matherly** declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6145, AS AMENDED, AS FOLLOWS:

YEAS: Clark, Therrien, Kun, Marney, Gibson, Rogers  
NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance 6145, as Amended, ADVANCED to the next meeting.

## DISCUSSION ITEMS AND COUNCIL MEMBERS' COMMENTS

**Mr. Gibson** shared that he and the Mayor will be attending the upcoming FAST Planning meeting. He continued by pointing out that the Council does support police officers, and one example is the \$20,000 lateral sign-on bonus that was acknowledged on the consent agenda. **Mr. Gibson** congratulated Lt. Amy Davis for her completion of the FPD hiring process. He continued by stating that the one-time bonus is a great tool that the City has to target trained officers to join the police department.

**Ms. Rogers** thanked Mr. Gibson for acknowledging Ms. Davis. She shared that there is a Diversity Council meeting the following evening and thanked the Mayor for reading the proclamation on the Stars of Gold Readers, a group that she has been working with. She shared many of the groups involved in the committee and the importance of the third-grade reading level.

**Ms. Kun** stated she met with Explore Fairbanks and repeated that Ms. Hickok is resigning. She stated that the winter tourism is starting to pick up and encouraged the Council to welcome visitors and make them feel at home. **Ms. Kun** wished a Happy Hanukkah to anyone who celebrates. She offered a reminder to those struggling to reach out for help by calling (800) 273-HELP. She asked everyone to drive safely, as the roads are icy. **Ms. Kun** thanked the Native Movement and their work with land acknowledgments. She ended by thanking the Council for the discussions and stated that it has been a great meeting.

**Ms. Therrien** shared that she had attended her second AML Board of Directors meeting, where there has been an increase in community involvement throughout the state with AML. She shared that AML is concerned about the Governor's budget and the potential cost-shifting to municipalities. She went on to share that the Legislative Committee had met last Thursday where they discussed the City's priorities. She stated that it is very important for those issues to be discussed, and this is the first time the City Council has prioritized increases in revenue or decreases in expenditures. She shared that the Legislative Committee will be meeting again on January 20 at 4:00 p.m. and will be meeting every two weeks until March when meetings will become weekly. **Ms. Therrien** stated that City Lobbyist, Yuri Morgan will be setting up the ZOOM meeting, and the Legislature might be meeting by ZOOM as well.

**Mr. Clark** stated that he was unable to attend the meeting, but he was excited to have the discussion regarding the budget and the priorities. He thought it was good news for the FPD to have incoming new hires.

**Mr. Marney** shared how he likes seeing the Christmas lights and décor in the windows and on the streets and stated that it is a good time of year.

## WRITTEN COMMUNICATIONS TO COUNCIL

- a) Hotel/Motel Discretionary Fund Committee Meeting Minutes of February 28, 2020

ACCEPTED on the CONSENT AGENDA.

- b) Hotel/Motel Discretionary Fund Committee Meeting Minutes of November 2, 2020

ACCEPTED on the CONSENT AGENDA.

- b) Memorandum Regarding Temporary, Part-Time FECC Dispatchers

ACCEPTED on the CONSENT AGENDA.

- c) Acknowledgement of Payment of Lateral Hire Sign-on Bonus (FPD)

ACCEPTED on the CONSENT AGENDA.

### **CITY CLERK'S REPORT**

City Clerk Snider reported that new Deputy City Clerk Rochelle Rodak started a week ago and is doing well. She hoped that Council Members would have an opportunity to meet her soon and welcome her to the City of Fairbanks. Clerk Snider reminded the Council that the next Finance Committee meeting was cancelled and that the next meeting would be Wednesday at 6:00 p.m. for Legislative Priorities.

### **ADJOURNMENT**

**Ms. Therrien**, seconded by **Mr. Clark**, moved to ADJOURN the meeting.

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

**Mayor Matherly** declared the meeting adjourned at 8:44 p.m.

---

JIM MATHERLY, MAYOR

ATTEST:

---

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715

Fax (907)459-6710

## MEMORANDUM

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Liquor License Renewals

DATE: January 5, 2021

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

| Lic. # | DBA                   | License Type            | Licensee                      | Address                 |
|--------|-----------------------|-------------------------|-------------------------------|-------------------------|
| 4076   | Brown Jug – Fairbanks | Package Store           | Liquor Stores USA North, Inc. | 559 Harold Bentley Ave. |
| 5736   | SOBA, LLC             | Restaurant/Eating Place | SOBA, LLC                     | 535 2nd Ave.            |

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

Per the Council’s request, the Police Department has included a call report for the locations listed. Asterisked items in the attached call reports indicate that the call was attributed to the business itself.

**There are no department-recommended protests** to the above-listed liquor license renewals.



# CITY OF FAIRBANKS PUBLIC SAFETY

**Brown Jug 559 Harold Bentley Avenue**

12/13/2019 - 12/10/2020

| Report # | Call Time          | Nature              | Location           | Prime Unit | Disp. | Close Time          |
|----------|--------------------|---------------------|--------------------|------------|-------|---------------------|
| 20004202 | * 11/06/2020 11:33 | PAST THEFT - BRAVO  | 559 HAROLD BENTLEY | O50        | RPT   | 11/06/2020 16:01:32 |
|          | * 11/06/2020 02:17 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O21        | FAB   | 11/06/2020 02:28:45 |
|          | * 11/02/2020 06:48 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O56        | NRP   | 11/02/2020 07:28:35 |
|          | 10/19/2020 16:35   | MVC - NO INJURIES - | 559 HAROLD BENTLEY | DESK       | NRP   | 10/19/2020 17:01:50 |
|          | * 10/13/2020 02:41 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O41        | FAB   | 10/13/2020 03:02:21 |
| 20003743 | 10/06/2020 01:36   | SI -VID             | 559 HAROLD BENTLEY | O41        | RPT   | 10/06/2020 04:42:43 |
| 20003625 | 09/26/2020 22:41   | SUPP-               | 559 HAROLD BENTLEY | O19        | RPT   | 09/26/2020 23:29:39 |
|          | * 09/24/2020 22:03 | SUSP                | 559 HAROLD BENTLEY | O55        | NRP   | 09/24/2020 22:20:41 |
|          | 09/24/2020 17:02   | HITRUN - NO/MINOR   | 559 HAROLD BENTLEY | O56        | NRP   | 09/24/2020 21:39:59 |
|          | * 09/21/2020 23:21 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O54        | NRP   | 09/21/2020 23:36:14 |
|          | 09/19/2020 18:20   | DISTURBANCE         | 559 HAROLD BENTLEY | S34        | NRP   | 09/19/2020 18:48:47 |
|          | 09/04/2020 13:59   | SUSPICIOUS PERSON   | 559 HAROLD BENTLEY | O34        | NRP   | 09/04/2020 19:31:36 |
|          | * 08/19/2020 02:39 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O34        | FAB   | 08/19/2020 02:55:10 |
|          | * 08/03/2020 07:36 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O58        | FAB   | 08/03/2020 07:53:06 |
|          | 08/01/2020 21:23   | SUSPICIOUS PERSON   | 559 HAROLD BENTLEY | O41        | NRP   | 08/01/2020 22:11:50 |
|          | * 08/01/2020 01:01 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O41        | NRP   | 08/01/2020 01:47:08 |
|          | 07/29/2020 17:15   | PAST HIT & RUN -    | 559 HAROLD BENTLEY | O50        | NRP   | 07/29/2020 17:53:05 |
|          | * 07/26/2020 23:22 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O5         | FAB   | 07/26/2020 23:38:06 |
| 20001430 | 05/05/2020 06:17   | SUPPLEMENTAL-       | 559 HAROLD BENTLEY | O4         | NRP   | 05/05/2020 10:22:00 |
| 20001386 | * 04/30/2020 20:39 | THEFT FROM          | 559 HAROLD BENTLEY | DESK       | RPT   | 04/30/2020 21:45:49 |
|          | * 04/10/2020 01:50 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O5         | FAB   | 04/10/2020 02:04:53 |
|          | * 03/07/2020 08:44 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O9         | NRP   | 03/07/2020 08:51:05 |
|          | * 01/30/2020 19:39 | TRESPASS/UNWANTE    | 559 HAROLD BENTLEY | L3         | NRP   | 01/30/2020 20:11:07 |
|          | * 01/24/2020 22:34 | TRESPASS/UNWANTE    | 559 HAROLD BENTLEY | O54        | NRP   | 01/24/2020 22:52:02 |
|          | * 01/14/2020 20:37 | SUSPICIOUS PERSON   | 559 HAROLD BENTLEY | O34        | NRP   | 01/14/2020 21:28:05 |
|          | * 01/10/2020 01:16 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O19        | FAB   | 01/10/2020 01:27:01 |
|          | * 01/09/2020 23:25 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | O5         | NRP   | 01/10/2020 00:28:42 |
|          | * 01/04/2020 00:46 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | S5         | FAN   | 01/04/2020 01:06:30 |
|          | * 12/28/2019 06:02 | ALARM BURGLARY -    | 559 HAROLD BENTLEY | S11        | FAB   | 12/28/2019 06:23:56 |

Total Number of Events Listed: **29**



**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**

## Table of Contents

| Articles | Subsections  | Page |
|----------|--|------|
| 1.       | Policy, Purpose and Effect of this Agreement         | 6    |
| 2.       | Recognition  | 7    |
|          | 2.1 Exclusive Bargaining Agent                       | 7    |
|          | 2.2 Job Classification and Descriptions              | 7    |
|          | 2.3 Intern Program                                   | 8    |
|          | 2.4 Work-Study Job Training Program                  | 8    |
| 3.       | Hiring Preferences                                   | 8    |
|          | 3.1 Non-Discrimination                               | 8    |
|          | 3.2 Local Hire Clause                                | 9    |
|          | 3.3 Nepotism   | 9    |
| 4.       | Union Security                                       | 9    |
|          | 4.1 Union Membership                                 | 9    |
|          | 4.2 Exclusive Negotiation with Union                 | 10   |
|          | 4.3 Check Off and Payroll Deductions                 | 10   |
|          | 4.4 List of Bargaining Unit Members                  | 10   |
|          | 4.5 Professional Representation                      | 10   |
|          | 4.6 Employee Representatives                         | 11   |
|          | 4.7 Negotiating Team                                 | 11   |
| 5.       | Management Rights                                    | 11   |
|          | 5.1 General  | 11   |
|          | 5.2 Subcontracting                                   | 11   |
| 6.       | Holidays   | 12   |
|          | 6.1 Listing  | 12   |
|          | 6.2 Observance of Holidays                           | 12   |
|          | 6.3 Working on Holidays                              | 12   |
| 7.       | Grievance/Arbitration Procedures                     | 13   |
|          | 7.1 Regular Arbitration                              | 13   |
|          | 7.2 Expedited Arbitration                            | 14   |
|          | 7.3 Regular Arbitration/Arbitrator Selection         | 14   |
|          | 7.4 Expedited Arbitrating/Arbitration Selection      | 15   |
|          | 7.5 Rule Common to Regular and Expedited Arbitration | 16   |
|          | 7.6 Employee Witness                                 | 16   |
|          | 7.7 Retroactive Pay                                  | 16   |
|          | 7.8 Discharge  | 17   |
|          | 7.9 Default  | 17   |

|  |    |
|--|----|
| 8. Discharge of Notice                     | 17 |
| 8.1 Timely City Notice to Employee         | 17 |
| 8.2 Timely Employee notice to City         | 17 |
| 8.3 Manner of Delivery of Notices          | 17 |
| 8.4 Termination for Clause                 | 18 |
| 9. Health and Welfare                      | 18 |
| 9.1 Health and Welfare                     | 18 |
| 9.2 Retirement/Pension and Social Security | 18 |
| 9.3 Deferred Compensation                  | 19 |
| 9.4 Physical Examinations                  | 19 |
| 9.5 Fitness to Perform Duties              | 19 |
| 9.6 Drug Testing                           | 20 |
| 9.7 Unemployment Compensation              | 20 |
| 9.8 Section 125 Plan                       | 20 |
| 9.9 IBEW Legal Trust Fund                  | 20 |
| 10. Working Conditions                     | 20 |
| 10.1 Work Week                             | 20 |
| 10.2 Job Share                             | 21 |
| 10.3 Pay Periods                           | 22 |
| 10.4 Revocation of Driver's License        | 22 |
| 10.5 Work Environment                      | 22 |
| 10.6 Bulletin Boards                       | 22 |
| 10.7 Indemnification                       | 22 |
| 11. Probation                              | 23 |
| 11.1 Object                                | 23 |
| 11.2 Duration                              | 23 |
| 11.3 Dismissal                             | 23 |
| 12. Employee Records                       | 24 |
| 12.1 Examination of Records                | 24 |
| 12.2 Work Time Records                     | 24 |
| 13. Equipment and Clothing                 | 24 |
| 13.1 Clothing                              | 24 |
| 13.2 Employer Issued                       | 25 |
| 13.3 Personnel Property                    | 25 |
| 13.4 Improved Equipment                    | 25 |
| 13.5 City Property                         | 25 |
| 14. Safety                                 | 25 |
| 15. Education, Training and Tuition        | 26 |

|   |    |
|---|----|
| 15.1 Employer Provided                                    | 25 |
| 15.2 Employee Requested                                   | 25 |
| 16. Wages   | 26 |
| 16.1 Wage Classification and Salaries                     | 26 |
| 16.2 Pay for Temporary Assignments                        | 27 |
| 16.2.1 Compensation for Service as Acting Department Head | 27 |
| 16.3 Compensatory Time                                    | 28 |
| 16.4 Court Appearance                                     | 28 |
| 17. Performance Evaluations                               | 29 |
| 18. Filling of Vacancies                                  | 29 |
| 18.1 Promotional Opportunities                            | 29 |
| 18.2 Vacancy Promotions                                   | 29 |
| 18.3 Application Procedure                                | 29 |
| 18.4 Rights   | 29 |
| 18.5 Promotions/Transfers                                 | 30 |
| 19. Travel and Per Diem                                   | 30 |
| 19.1 Official Travel Outside City of Fairbanks            | 30 |
| 19.2 Use of Personal Vehicles                             | 30 |
| 20. Personal Leave  | 30 |
| 20.1 Personal Leave                                       | 30 |
| 20.2 Leave Requests                                       | 31 |
| 20.3 Termination Cash Out                                 | 31 |
| 20.4 Draw Down of Personal Leave                          | 31 |
| 20.5 Personal Leave Donations                             | 32 |
| 20.6 Expiration of Accrued Personal Leave                 | 32 |
| 20.7 Seniority Rights During Illness or Disability        | 32 |
| 20.8 Job-Incurred Injury or Illness                       | 33 |
| 20.9 Light or Limited Duty                                | 33 |
| 21. Other Approved Absences                               | 33 |
| 21.1 Family/Medical Leave                                 | 33 |
| 21.2 Elections  | 33 |
| 21.3 Jury Duty  | 33 |
| 21.4 Funeral Leave  | 34 |
| 21.5 Military Service Leave                               | 34 |
| 21.6 Leave Without Pay                                    | 35 |
| 21.7 Union Leave  | 35 |
| 22. Seniority   | 36 |
| 22.1 Definition of Seniority                              | 36 |
| 22.2 Termination of Seniority                             | 36 |



|   |    |
|---|----|
| 23. Layoff  | 37 |
| 23.1 General Provisions                                 | 37 |
| 23.2 Recall   | 37 |
| 23.3 Notifications                                      | 38 |
| 24. No Strike or Lockout                                | 38 |
| 24.1 No Strikes   | 38 |
| 24.2 No Lockouts  | 38 |
| 24.3 Violations   | 39 |
| 25. Severability  | 39 |
| 26. Duration of Agreement                               | 39 |
| 26.1 Term of Agreement                                  | 39 |
| 26.2 Negotiations                                       | 39 |
| 26.3 Successor Clause                                   | 40 |
| 26.4 Dispute Resolution                                 | 40 |
| 26.5 Printing   | 40 |
| 26.6 Ratifications                                      | 40 |
| 27. Definitions of Terms                                |    |
| 27.1 Tense, Number and Gender as Used in this Agreement | 40 |
| 27.2 Definitions  | 41 |
| Signature page  | 42 |
| Schedule "A"  |    |
| Section 1   | 43 |
| Section 2   | 44 |
| Section 3   | 45 |

**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<br/>90%</b> | <b>RANGE B<br/>95%</b> | <b>RANGE C<br/>100%</b> | <b>RANGE D<br/>105%</b> | <b>RANGE E<br/>110%</b>     | <b>PACKAGE<br/>RATE BASED<br/>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.

Substitute Version Following Language Clean-up

**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**

## Table of Contents

| Articles | Subsections  | Page |
|----------|--|------|
| 1.       | Policy, Purpose, and Effect of this Agreement        | 6    |
| 2.       | Recognition  | 7    |
|          | 2.1 Exclusive Bargaining Agent                       | 7    |
|          | 2.2 Job Classification and Descriptions              | 7    |
|          | 2.3 Intern Program                                   | 8    |
|          | 2.4 Work-Study Job Training Program                  | 8    |
| 3.       | Hiring Preferences                                   | 8    |
|          | 3.1 Non-Discrimination                               | 8    |
|          | 3.2 Local Hire Clause                                | 9    |
|          | 3.3 Nepotism   | 9    |
| 4.       | Union Security                                       | 9    |
|          | 4.1 Union Membership                                 | 9    |
|          | 4.2 Exclusive Negotiation with Union                 | 10   |
|          | 4.3 Check Off and Payroll Deductions                 | 10   |
|          | 4.4 List of Bargaining Unit Members                  | 10   |
|          | 4.5 Professional Representation                      | 10   |
|          | 4.6 Employee Representatives                         | 11   |
|          | 4.7 Negotiating Team                                 | 11   |
| 5.       | Management Rights                                    | 11   |
|          | 5.1 General  | 11   |
|          | 5.2 Subcontracting                                   | 11   |
| 6.       | Holidays   | 12   |
|          | 6.1 Listing  | 12   |
|          | 6.2 Observance of Holidays                           | 12   |
|          | 6.3 Working on Holidays                              | 12   |
| 7.       | Grievance/Arbitration Procedures                     | 13   |
|          | 7.1 Regular Arbitration                              | 13   |
|          | 7.2 Expedited Arbitration                            | 14   |
|          | 7.3 Regular Arbitration/Arbitrator Selection         | 14   |
|          | 7.4 Expedited Arbitrating/Arbitration Selection      | 15   |
|          | 7.5 Rule Common to Regular and Expedited Arbitration | 16   |
|          | 7.6 Employee Witness                                 | 16   |
|          | 7.7 Retroactive Pay                                  | 16   |
|          | 7.8 Discharge  | 17   |
|          | 7.9 Default  | 17   |

|  |    |
|--|----|
| 8. Discharge and Notice                    | 17 |
| 8.1 Timely City Notice to Employee         | 17 |
| 8.2 Timely Employee notice to City         | 17 |
| 8.3 Manner of Delivery of Notices          | 17 |
| 8.4 Termination for Cause                  | 18 |
| 9. Health and Welfare                      | 18 |
| 9.1 Health and Welfare                     | 18 |
| 9.2 Retirement/Pension and Social Security | 18 |
| 9.3 Deferred Compensation                  | 19 |
| 9.4 Physical Examinations                  | 19 |
| 9.5 Fitness to Perform Duties              | 19 |
| 9.6 Drug Testing                           | 20 |
| 9.7 Unemployment Compensation              | 20 |
| 9.8 Section 125 Plan                       | 20 |
| 9.9 IBEW Legal Trust Fund                  | 20 |
| 10. Working Conditions                     | 20 |
| 10.1 Work Week                             | 20 |
| 10.2 Job Share                             | 21 |
| 10.3 Pay Periods                           | 22 |
| 10.4 Revocation of Driver's License        | 22 |
| 10.5 Work Environment                      | 22 |
| 10.6 Bulletin Boards                       | 22 |
| 10.7 Indemnification                       | 22 |
| 11. Probation                              | 23 |
| 11.1 Object                                | 23 |
| 11.2 Duration                              | 23 |
| 11.3 Dismissal                             | 23 |
| 12. Employee Records                       | 24 |
| 12.1 Examination of Records                | 24 |
| 12.2 Work Time Records                     | 24 |
| 13. Equipment and Clothing                 | 24 |
| 13.1 Clothing                              | 24 |
| 13.2 City Issued                           | 25 |
| 13.3 Personnel Property                    | 25 |
| 13.4 Improved Equipment                    | 25 |
| 13.5 City Property                         | 25 |
| 14. Safety                                 | 25 |
| 15. Education, Training and Tuition        | 26 |

|   |    |
|---|----|
| 15.1 City Provided  | 25 |
| 15.2 Employee Requested                                   | 25 |
| 16. Wages   | 26 |
| 16.1 Wage Classification and Salaries                     | 26 |
| 16.2 Pay for Temporary Assignments                        | 27 |
| 16.2.1 Compensation for Service as Acting Department Head | 27 |
| 16.3 Compensatory Time                                    | 28 |
| 16.4 Court Appearance                                     | 28 |
| 17. Performance Evaluations                               | 29 |
| 18. Filling of Vacancies                                  | 29 |
| 18.1 Promotional Opportunities                            | 29 |
| 18.2 Vacancy Promotions                                   | 29 |
| 18.3 Application Procedure                                | 29 |
| 18.4 Rights   | 29 |
| 18.5 Promotions/Transfers                                 | 30 |
| 19. Travel and Per Diem                                   | 30 |
| 19.1 Official Travel Outside City of Fairbanks            | 30 |
| 19.2 Use of Personal Vehicles                             | 30 |
| 20. Personal Leave  | 30 |
| 20.1 Personal Leave                                       | 30 |
| 20.2 Leave Requests                                       | 31 |
| 20.3 Termination Cash Out                                 | 31 |
| 20.4 Draw Down of Personal Leave                          | 31 |
| 20.5 Personal Leave Donations                             | 32 |
| 20.6 Expiration of Accrued Personal Leave                 | 32 |
| 20.7 Seniority Rights During Illness or Disability        | 32 |
| 20.8 Job-Incurred Injury or Illness                       | 33 |
| 20.9 Light or Limited Duty                                | 33 |
| 21. Other Approved Absences                               | 33 |
| 21.1 Family/Medical Leave                                 | 33 |
| 21.2 Elections  | 33 |
| 21.3 Jury Duty  | 33 |
| 21.4 Funeral Leave  | 34 |
| 21.5 Military Service Leave                               | 34 |
| 21.6 Leave Without Pay                                    | 35 |
| 21.7 Union Leave  | 35 |
| 22. Seniority   | 36 |
| 22.1 Definition of Seniority                              | 36 |
| 22.2 Termination of Seniority                             | 36 |

|  |    |
|--|----|
| 23. Layoff   | 37 |
| 23.1 General Provisions                                  | 37 |
| 23.2 Recall  | 37 |
| 23.3 Notifications                                       | 38 |
| 24. No Strike or Lockout                                 | 38 |
| 24.1 No Strikes  | 38 |
| 24.2 No Lockouts   | 38 |
| 24.3 Violations  | 39 |
| 25. Severability   | 39 |
| 26. Duration of Agreement                                | 39 |
| 26.1 Term of Agreement                                   | 39 |
| 26.2 Negotiations  | 39 |
| 26.3 Successor Clause                                    | 40 |
| 26.4 Dispute Resolution                                  | 40 |
| 26.5 Printing  | 40 |
| 26.6 Ratifications                                       | 40 |
| 27. Definitions of Terms                                 |    |
| 27.1 Tense, Number, and Gender as Used in this Agreement | 40 |
| 27.2 Definitions   | 41 |
| Signature page   | 42 |
| Schedule "A"   |    |
| Section 1  | 43 |
| Section 2  | 44 |
| Section 3  | 45 |

## **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 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 written agreement of the parties.
- H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and, unless specifically referenced herein or unless a section of the Personnel Ordinance is specifically made applicable to all City employees, 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 will 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 must 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 will 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 use 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 will 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 are authorized to speak for the Union in all matters covered by this Agreement and are 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 will 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 will not be construed to limit the number of off-duty employees who may attend negotiating sessions if they 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 must 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 will 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 will 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 will 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 will be resolved in accordance with expedited arbitration. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Article 23, Section 2(B).

## **ARTICLE 6 HOLIDAYS**

### 6.1 – Listing

The following days will 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 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 will receive holiday pay, at the straight time

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

Employees will 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 resolve 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 will not be considered a grievance and will not be submitted to the grievance/arbitration procedure set forth herein. Any dispute concerning commencement or termination of this Agreement will 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 will 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 when the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance must be reduced to writing, signed by the employee, and presented within 3 working days to the immediate supervisor by a Union Representative. The grievance must 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, their 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 must 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 of the immediate supervisor will be submitted by the Union to the Mayor, or designee, 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 will begin at this step and be submitted to the Mayor, or designee, in writing within 10 working days of receipt of the response of the immediate supervisor. A grievance initiated by the City will commence at this step and will be submitted to the Union in writing. The Union will have 15 working days to meet with all involved parties in conciliation, to 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) must be stated in the response. Grievances initiated by the Union or the City must 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 will also be initiated at this step.
- C. The Mayor, or designated representative, will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) must 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 must be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 7.4.

### 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. Time for delivery of such demand may 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 City and the Union Representative shall meet and alternately strike one name from the list until one name remains. The side to strike the first name will 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 will endeavor to include the names of at least 3 local persons on the list. The arbitrators on the expedited arbitration list will 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 one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin. In no event will 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 will 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 will 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 is 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 issue a written opinion and award.
- B. The decision of the Arbitrator is final and binding upon the parties to the dispute. The final decision of the Arbitrator will 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 one 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 will 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 will 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 their 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 will be paid by the City for the time outside regular working hours nor will 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 their 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 has any authority whatsoever to award any grievant any retroactive pay for any period prior to 15 calendar days of when the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists in accordance with Section 7.1. 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 City to return the employee to their position without loss of pay and benefits. When the employee is reinstated to their position, the employee will 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

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 will be deemed settled against the party that 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 must 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, will 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 must give the City two weeks' notice before leaving their employment unless mutually agreed beforehand between the City 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 will 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 will 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 must be personally delivered. Notices to an employee must be personally delivered, or, if an employee is absent from the work place, will be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, and addressed to the employee at their mailing address as shown on the records of the City.

#### 8.4 - Termination For Cause

An employee terminated for just cause will not be entitled to severance pay. A written statement of the reasons for termination for cause must be given to the affected employee and their 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 for employees working under the terms of this Agreement in the Alaska Electrical Health and Welfare Plan. All new employees will be covered on the first of the month following the date of employment.
- B. The City's contribution will be as provided in Schedule "A." The City, as part of the package rate increase, 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 City agrees to withhold and forward voluntary contributions authorized by the employee.

### 9.3 - Deferred Compensation

Employees covered by this Agreement will 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 City is offered to employees at their election beginning during their second year of employment. The results of these tests will 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, will 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 their 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 may 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 will be solicited from a physician or specialist (whichever the case may demand) mutually agreeable to the City and the employee. The results of this third examination will be final and binding, subject only to the grievance (appeal) and arbitration procedures described elsewhere in this Agreement. The City 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 City must 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 with the City to pay all costs.

## 9.7 - Unemployment Compensation

The employees covered by this Agreement are entitled to coverage under 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 to set aside funds 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 City shall deduct 15 cents per compensable hour for each bargaining unit employee. The City will forward funds deducted under this Section to the Union via the monthly report provided to the Alaska Electrical Trust Fund on or before the 15th day of the month following the month in which the deductions were made. The Union agrees to hold harmless the City from any claim arising out of this deduction process except that of ordinary diligence and care in the forwarding of funds 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, e.g., Tuesday through Saturday, 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 to 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 one 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 will 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 will 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 will 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 City, 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 will 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 may 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 will be defended by the City and any liability incurred by the employee or estate as a result will

be paid by the City, provided that, any actions or claims, defense of liability resulting therefrom will 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 will 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 will be used to secure the most effective adjustment of a new or promoted employee to their position, to allow the City and the employees the opportunity to consider their ability to make a long-term commitment, and for the City to reject any employee whose performance does not meet required work standards.

### **11.2 – Duration**

The probationary period will 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 City may elect to return the employee to their former position during the same time without cause and 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 employment must 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 has 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 will an employee be caused to wait more than 8 working hours. The City shall make available original records 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 appointed representative, individual payroll records, when requested of employees covered by this Agreement and upon receipt of written authorization from affected employees.

### 12.2 – Work Time Records

Work time records of employees will not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the City must change a work time record, consultation with the employee will occur at the first reasonable opportunity. Copies of the employee's work time records will be made available by the City for inspection by the employee or Union Representative during working hours. In the event the employee disagrees with the City'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 designated representative, and as required by State and Federal Safety regulations, for use by members as duties require.

### 13.2 - City Issued

Employees who are issued equipment for City use will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes

damaged, broken, unsafe, or unserviceable, it must 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 an employee's personal property during such employee's normal duties, the City shall reimburse the employee for the repair or replacement of said personal property. The employee, however, will 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 employees to work efficiently and improve productivity, e.g., 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 will 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 City shall furnish and provide adequate training in the use of such safety equipment as is necessary for the safety of the employee. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment will be provided and be available for employees working under adverse conditions.

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

### 15.1 - City Provided

The City shall provide education and training necessary for an employee to maintain professional licenses or certifications required by law. City required education and training will be provided at the City's expense. The actual and necessary expenses incurred by employees for approved official travel outside the City of Fairbanks because of such education and training will 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 City 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 will 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 increase 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 City 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 will receive the higher rate of pay. Any leave cash out will be at the employee's 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 will 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, will suffer no loss in regular earnings but will be compensated during their service at the employee's rate of pay if on-duty. Any witness fees will be turned over to the City. If members are off-duty, they will 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, will 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. Employees will be given at least 10 working days prior to finalization of any evaluation to make a written rebuttal, which will 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 will be made based on merit and fitness. Where merit and fitness are equal, the greater seniority of one applicant over another will 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 will 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 must 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, 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 Office.

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 will 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 will 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 will be at the rate allowed by the Internal Revenue Service. 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.

### **ARTICLE 20 PERSONAL LEAVE**

#### 20.1 - Personal Leave

A. Employees 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 hours of leave at the end of the calendar year, then the amount over 600 hours 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 must 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 must 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.

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 will 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 Section 21.6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee as to their expected time to return to work. The employee may also be required to submit to their 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 will not be lost during any period of approved absence due to sickness or disability. Additional seniority rights will 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 will 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 will 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 will 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 will be compensated during their service while serving such jury duty, provided, however, that any jury duty pay received is turned over to the City by the employee. It is agreed that an employee reporting for jury duty who is then released for the day will 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 will 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 will 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 they are qualified to return to work, such person will 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 will 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 will 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 will 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 will 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 will 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 will be made in writing to the Mayor. Approval of such leave requests will be made on an individual basis. Where service requirements permit and where the employee has demonstrated a serious and legitimate need, approval will not be unreasonably withheld. Cost of such request will 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 will also be suspended during any period of leave without pay.

Where leave without pay is granted, the employee will 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 will 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 will 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 will 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 will 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 will 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 will be to the Union's Fairbanks business office. The employee's time to respond to such notice will 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 will 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 will 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) will 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, will not be considered a separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits will 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 will 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 will 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 will be ranked in inverse order of layoff. The recalled position will 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 will 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 will 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 must 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 will 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 will be appointed to that position as a probationary employee.

B. Notice of Recall. Notice of recall will 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 City 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 City, may 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 will continue in full force and effect and will 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

This Agreement will be effective from January 1, 2021 through December 31, 2023. Any provision within this Agreement which has a retroactive effect will 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 or modify this Agreement must notify the other in writing. Negotiations for a replacement agreement will begin on or about July 1, 2023, unless another date is agreed to by the parties. A party seeking to amend or modify this Agreement must give the other party written notice, to include the nature of the changes desired. Until a satisfactory conclusion is reached in the matter of such changes, the original provisions will remain in full force and effect. 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 will 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 will become null and void, unless extended by mutual written agreement.

### 26.3 - Successor Clause

This Agreement is binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained will 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 or location of business of either party.

### 26.4 - Dispute Resolution

Any dispute involving the commencement date or termination date of this Agreement will 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 will 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" means authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" means the specific dollar amount paid the employee.
- C. "Anniversary date of hire" means the date at which an employee has completed a service year of 52 weeks of paid service.
- D. "Promotion" is 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" is 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.

RATIFIED by the City Council by Ordinance No. 6145, and by the membership of the bargaining unit on \_\_\_\_\_.

FOR THE CITY OF FAIRBANKS:

FOR THE UNION:

\_\_\_\_\_  
Jim Matherly                                  Date  
Mayor

\_\_\_\_\_  
Vince Beltrami                                  Date  
President

\_\_\_\_\_  
Michael Meeks                                  Date  
Chief of Staff

\_\_\_\_\_  
Dave Reaves                                  Date  
Business Manager/Financial Secretary

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

\_\_\_\_\_  
Robert Clay                                  Date  
Business Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

| <b>IBEW SCHEDULE A</b>  |                        |                        |                         |                         | <b>EFFECTIVE 01-01-2021</b> |  |
|---|------------------------|------------------------|-------------------------|-------------------------|-----------------------------|--|
| <b>POSITION CLASSIFICATION</b>  | <b>RANGE A<br/>90%</b> | <b>RANGE B<br/>95%</b> | <b>RANGE C<br/>100%</b> | <b>RANGE D<br/>105%</b> | <b>RANGE E<br/>110%</b>     | <b>PACKAGE<br/>RATE BASED<br/>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.

| <b>Range A</b> | <b>Range B</b> | <b>Benchmark<br/>Range C</b> | <b>Range D</b> | <b>Range E</b> |
|----------------|----------------|------------------------------|----------------|----------------|
| 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 will 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 will 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, they will 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 will not last longer than one calendar year. If the Mayor wishes to again reduce the pay range, the above procedure will 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:

---

D. Danyielle Snider, MMC, City Clerk

---

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-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

Substitute Version Following Language Clean-up

**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 working conditions 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 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 will become effective the first day of the pay period following mutual ratification by the City Council and the Membership of the PSEA/FPCU in accord with an election and will remain in effect until December 31, 2023.

### **Section 2.2 Commencement**

Either party desiring to commence negotiations for a successor CBA shall give written notice to the other at least 60 days, but not more than 120 days prior to the expiration date of this Agreement. Upon receipt of such notice, negotiations will begin within 15 days. Unless otherwise agreed, no modification or change will 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 occurs during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement will be extended until such time as a new agreement is reached.

### **Section 2.4 Binding**

This Agreement is binding upon the successors and assigns of the parties, and no provision, term, or obligation herein contained will 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 FPCU 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 will 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 Employee negotiators will be permitted to attend and participate in negotiations during their normal workday without loss of compensation. All negotiators will 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 will 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 comp time pay while performing negotiation duties in excess of the workday. Designated negotiators will be permitted to use duty time or administrative time to participate in preparation and actual negotiations (and caucuses on negotiation days) should scheduled 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 Command Unit (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 will 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 will remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties agree to meet within 15 days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been satisfied agreed upon.

**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 will report to the PSEA office for membership discussion within ten 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 will be transmitted to PSEA immediately.

### 7.2.3 **Payroll Deduction Privileges**

PSEA, or its designee, has 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 will 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, will 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 will be discriminated against or penalized for the upholding of the Association's principles due to service on a committee, nor will 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 will 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 Command Unit of PSEA as well as one other employee, hereinafter called "Employee Representatives" will be designated by PSEA. They must be employees of the Fairbanks Police Department Command Staff and members of the Association. The Employee Representatives will 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 will not receive comp time while performing Employee Representative duties in excess of the work day, nor will an Employee Representative extend their work day in such a manner as to receive comp time because part of the work day was used to perform Employee Representative duties with approval of the Department Head. An Employee Representative will 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 will be the last person(s) within their 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 they are eligible to "bump down" into (if any exists) than is otherwise conferred by this Agreement.

**Section 7.11 PSEA Staff**

PSEA staff will be permitted to visit work areas at reasonable times consistent with workload and operational needs. Such representatives will 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 work schedules. Every reasonable effort will 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 will not be considered a grievance and may not be submitted to the grievance-arbitration procedure set forth herein, but instead any such questions concerning commencement or termination of this Agreement is specifically reserved for judicial review. Any written resolution of a grievance (at any level of the grievance procedure) will 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 their immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 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 will be formalized in writing, signed by the member, and presented to the immediate supervisor within five business days of the oral discussion. The grievance must 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 indicate in writing a response to the grievance within five business days following the day on which the written grievance was presented. The written grievance and the response of the immediate supervisor will 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 business day time frame will 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 10 business days after the submission of the grievance. 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 10 business day time frame. If the written decision of the Department Head is not satisfactory to the grievant, the grievant has five business days to decide if they wish to appeal the grievance to the third step of this procedure.

## **Section 8.5 Step Three**

After receipt of a grievance, the Mayor shall have 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 business days, amend or augment the documentation submitted. If amended or augmented, the Mayor or the Association, has five additional business days to submit a final written response. If the decision of the Mayor is unsatisfactory to the grievant, PSEA may, within 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 will 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 10 business days to select an arbitrator. Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of nine 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 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 will be chosen by lot.

### **8.6.2 Findings**

Arbitration of the grievance will commence as soon as agreeable. The Arbitrator shall make a written report of their findings to PSEA and the City within 20 business days of the conclusion of the hearing or 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 is final and binding on both parties to this Agreement and enforceable under the provisions of AS 09.43.300 – 595, as may be amended.

### 8.6.3 **Arbitrator**

The authority of the Arbitrator is 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 has no authority to decide other issues. The arbitrator has no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The final decision of the Arbitrator must be implemented as soon as possible, but not later than 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 will 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 will 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 their 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 will 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 will be given hour for hour time off in lieu of time 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 will not be changed until the decision is rendered. If the Arbitrator so rules, the decision will 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 will 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 will 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, will 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 will 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 their 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 their 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 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 are entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. In the event that a competent medical authority deems that an employee will never be able to perform their regular assigned tasks, they will 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 12 consecutive months from the date of the discovery of an initial injury/illness will 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. Should it be determined the member is not eligible to return to full duty and applies for retirement, and retirement is granted prior to the 12 month expiration of administrative leave, the department's obligation under this provision is 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, are 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 their normal duties and has an evaluation by an appropriate medical professional indicating the employee may perform light duty, the City will 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 will 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 is 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 will 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 will be paid by the City. Any claim or claims or liability resulting therefrom, will 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 will 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 will apply, provided that in the event of any conflict, the provisions providing the maximum protection to the employee will prevail.

## **Section 9.9 Training**

The City will endeavor to provide commissioned officers with 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 will 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 will 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 will 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 must 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 the Department does not afford them 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 will 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 may not "merge" the criminal and administrative investigations, 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 must 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 their official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in their 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 may 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 will be recorded and a transcript and copy of the recording will 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 will 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 their 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 may be asked by no more than two interviewers at any meeting.
  - 9.11.3.4 Before an interrogation/interview is commenced, the member and PSEA must 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 must be informed of the name(s) of all complainants.

- 9.11.3.5 The member may 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 will be informed that failure to answer questions which are specifically directed and narrowly related to the performance of their official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in their 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 may 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 they 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 will 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 may 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 may 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 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 will adhere to these general guidelines.
- 9.11.4.2 All administrative investigations and their outcomes will be treated as personnel matters and will be confidential.
- 9.11.4.3 Investigation of conduct will 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 abridges the right of a supervisor at any level to counsel with, advise, or admonish a member under their command in private.
- 9.11.4.5 No promise of reward may 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 may 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 must be provided to PSEA by the City.
- 9.11.4.8 The interview will 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 may be compelled to testify about any knowledge that they have gained as a result of their office.
- 9.11.4.10 The interview must allow the member to attend to bodily functions as necessary.
- 9.11.4.11 The member will receive comp time 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 working days prior to the impositions of disciplinary or punitive action against the member. Materials will be provided to PSEA within 5 days upon completion of any investigation and may be provided 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 their 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 their 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 may be subject to unreasonable search and seizure. Members 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; with the member's consent; with a valid search warrant; 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 does 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 prevents 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 may deal with the administrative service solely through the Mayor, and neither the Council nor any of its members may give orders to any subordinates of the Mayor. No Employee may 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 will consist of a 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 will 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 will be deducted in half hour (1/2) increments.

#### **10.1.3 Consecutive Days Off**

Regardless of schedule worked, each member is 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 fill vacancies on their off-duty days. Any member who is forced to work any hours which prevents them from having 48 consecutive hours off for those employees working 10 hour shift schedule, or 24 hours off for those employees working an eight hour shift schedule, 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 will have a minimum of eight hours off duty from the time their last shift ends until the next scheduled shift begins. 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 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 will 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 will 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. However, the Department Head has 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 will be posted no later than six months prior to the commencement of the applicable tour of duty. Leave will 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 will 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, may not exceed three years.

10.1.10.2.1 Voluntary Vacancy of Temporary Assignment

Members voluntarily electing to leave a temporary assignment early will 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 30 days from its start date.

10.1.10.3 **Reserved.**

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" will be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference will 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 one hour, other than that in which the Employee normally holds, will 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, will 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 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 calendar days prior to the change 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 does 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 will suffer no loss in regular earnings but will be compensated during service at the member's rate of pay if on duty. Any witness fees must be turned over to the City.

### **10.4.2 Off-Duty Attendance**

If members are off-duty, they will receive comp time with a two 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 will 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 is \$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 is \$200 per pay period or \$4800 annually

10.5.4 Differential Pay

Differential is paid as follows:

    Paid at end of each pay period; and

    Prorated if the entire shift is not worked

    Only one person per shift may receive differential pay.

**Section 10.6 Filling of Vacancies**

10.6.1 **Pay Increments**

Comp time is measured in one-half 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 24 hour period begins at the commencement of the employee’s duty assignment start time.

10.6.4 **All Overtime Is Now Comptime**

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 11 hours 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, the vacancy 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 these 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 the vacancy from off duty status will be awarded comp time for actual time worked.

10.6.6 **Medium Notice Vacancy (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 Vacancy**

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

10.6.7 **Long Notice Vacancy (Greater Than 72 Hours Notice)**

When members are needed to meet shift staffing requirements known at least 72 hours prior to the actual assignment.

10.6.7.1 **Vacancies**

The filling of Vacancies will be determined by posting a volunteer list. The vacancy will be filled 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 Vacancy**

The Department may assign Officers 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 Vacancies**

All other Vacancies will be bid out based upon departmental seniority.

10.6.10 **No Volunteers / Forced Overtime Comp time**

In the event no volunteers are obtained in the above processes, then comp time will 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 14 consecutive hours or 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 **Reserved.**

10.6.10.1.2 No employee will be forced to fill a vacancy which prevents them from having 48 consecutive hours off for those employees working 10-hour shifts, or 24 hours off for those employees working an 8-hour shift schedule.

10.6.11 **Forced Comp Time Alternate Time Bucket Method**

For long notice vacancy 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 by mutual agreement.

#### 10.6.11.1 Qualifying Time for Buckets

For purposes of this Agreement, comp time of all types will be tallied in the employee's time bucket. A change can be made by 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 by 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 bidding will revert to a manual paper process. Vacancies will be awarded by seniority or forced by order of inverse seniority and applicable working rules.

#### 10.6.12 **Reserved.**

#### 10.6.13 **Minimum Call Back Rate**

Members reporting to work and not put to work shall receive two 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 hour worked. Members will have a 240 hour cap on their comp time bank. Everything over 240 hours 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 will successfully complete training and be capable of performing all duties of the position prior to working in solo capacity. Solo capacity means working independently without direct supervision as determined by the Department Head. Deputy Chief, Captian, and Lieutentants will have initial and annual training for supervisors from a nationally certified training center. Initial mutually agreed upon training will be completed within in one 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 Lieutenant 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 them 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, or Lieutenant.

### **10.10.3 Lieutenant Assignments**

Lieutenants assigned to positions other than Shifts (such as Investigations and Special Operations) will serve a minimum two year assignment. If mutually agreed upon by the City and the incumbent, the assignment may be extended up to a maximum of five years. Except for just cause, Lieutenants in these assignments may not be removed prior to completion of a two 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 day, eight hour work week shall be four work days preceded or followed by three consecutive days off. The member is guaranteed four ten-hour days within the work week provided they are 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 ten-hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a ten-hour work day.

## **ARTICLE 11 HOLIDAYS**

### **Section 11.1 Holidays**

The following days are 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 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 will be holidays for the members of this Bargaining Unit as well. In addition, each member will receive two 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, has no monetary value, and if not taken each year, 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 is accumulated at the rate shown below. Employment for eight or more days will 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 of accumulated leave may use the Grandfather clause one time and one time only.

Grandfather Clause: Employees who exceed the 500 hours of accumulated leave 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 hours 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 must notify the supervisor not later than one hour prior to the employee's scheduled reporting time. Such use of Personal Leave may 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 the Department Head may approve leave outside of this section.

12.2.3 **Probationary Period Leave**

Employees serving a probationary period on their original appointment who leave City service without satisfactorily completing their probationary period will 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 will 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 use their leave bank cash out for Deferred Compensation catch up are 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 their spouse and/or dependents, or other special circumstances as approved by the Mayor, the Employee will, 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 Mayor will decide the issue. The Employee will receive payment within seven 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 will 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 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**

An employee's request may be considered when the employee has shown by their record to be of above 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 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 period, the employee has the right to, and will 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 will not constitute a break in service, but any period in excess of ten days in any calendar year may not be creditable for vesting or retirement under PERS. Longevity credits for purposes of completing probation, pay anniversary date, and accumulation of leave benefits will be suspended during the period of leave without pay. City medical benefits will continue during any period of leave without pay.

### 12.6.3 **Requested Reduction in Hours**

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

## **Section 12.7 Military Leave**

An 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 20 working days per calendar year. Such military leave will be at the 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 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 is the vehicle for that purpose.

### **12.10.1 Minimum Hours Donated Leave**

Any Employee wishing to donate Personal Leave will submit their donation of not less than four 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 their 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 hours of annual leave into the chapter leave bank. Such request will 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**

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 an employee may not transfer more leave than is posted on their annual leave balance at the time of the authorization. The employee's leave balance will 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 must be notified. The release of employees for chapter business leave will be handled on the same basis and release from duty as for annual leave, except that such release may not be unreasonably withheld by their supervisor.

## **ARTICLE 13 PAY PERIODS**

### **Section 13.1 Pay Periods**

Pay periods covering days worked from the 1st to the 15th and from the 16th to the last day of the month will be established. Pay days will normally be on the 15th and the last day of each month. If pay day falls on Saturday, Sunday, or a holiday, then pay day will 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 30 calendar days notice to the Association. If established, pay day will fall on every other Friday. If pay day falls on a holiday, then pay day will 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 will furnish each member with an itemized statement of earnings and deductions, specifying hours paid, straight time, comp time, personal leave pay, holiday pay, and other compensation payable to the member which are included in the check.

#### **13.3.2 Time Sheet Changes**

Changes to a member's time sheet will 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 will be made available by the Employer for inspection by the Employee or PSEA Representative upon 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 will be used 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 will complete a probationary period of six 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 will have first preference to occupy any vacant Bargaining Unit position for which the employee is otherwise qualified, but in no event will 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 the member is separated less than one year from date of separation, if still employed with the City.



## **ARTICLE 15 SENIORITY**

### **Section 15.1 Termination of Seniority**

Department Seniority is terminated upon:

- Discharge
- Resignation
- Lay-off for a period of five years or more, or inability to return to work from a job-incurred injury or illness of five 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 is not 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 months
- Retirement disability up to five years
- FMLA

\*Any periods of Leave Without Pay (LWOP) other than listed above will 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 will be number one on the Department Seniority list, and all other members will be listed accordingly. The Department will yearly prepare and prominently post a Department Seniority roster in each work area of the Department. Seniority, as defined in this Agreement, will 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, their classification seniority will continue to accrue in their former position for up to six months after promotion. Thereafter, the Bargaining Unit and classification seniority of the member promoted outside the Bargaining Unit will terminate.

#### **15.5.2 Returning to Bargaining Unit**

Employees promoted out of this Bargaining Unit who are involuntarily demoted or whose positions are eliminated will be returned with departmental seniority and will 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, their 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 their former classification due to disciplinary action, their classification seniority within the departing position will not accrue toward their 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 their former classification due to non-disciplinary reasons, the time spent in their involuntary classification will accrue toward their classification seniority in their former position upon return to their 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 their former position for up to six months. If the promoted member remains in their current position beyond six months, their former classification seniority will be frozen at the time reflecting the date of their 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 will 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, is not considered disciplinary action, will not be subject to the grievance procedure, and will not 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 their Department Head with approval of the 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 must be furnished an advance written notice, at least 24 hours prior to the effective date, containing the nature of the proposed action. The employee must be advised that they are 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" means that the member is suspended for the full 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 are 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 their duties;
- Falsification of records or use of official position for personal advantage; and
- Threatening or intimidating action against another member.

### **Section 16.5 Termination Pay**

When a member is terminated, or effects a separation, the member will 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 becomes effective on the date specified. During the appeals procedure of any discipline less than termination, the employee will be retained in duty status, or placed on leave with pay, at the discretion of the Mayor or designee.

### **Section 16.7 Notice of Termination from City**

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

### **Section 16.8 Notice of Termination from Employee**

All Members who have been employed 30 days or more must give the City 30 notice before leaving their 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 may 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 Investigations will receive a five percent 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 per year  
Captain - \$130,000.00 per year  
Lieutenant - \$125,000.00 per year

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

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

If the change to a lower classification is voluntary, the employee's pay will decrease as outlined in the 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 their 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 will be paid by the City. All training conducted in accordance with this section will 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 will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe, or unserviceable, it must 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 must return to the City all property of any kind belonging to the City

### **Section 19.2 Equipment and Clothing Property**

Employees are not 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 used in the line of duty will 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 may 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-by case basis decided by the Chief of Police or designee

#### **Section 19.4 Improved Equipment**

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

#### **Section 19.5 Unsafe Equipment**

No employee will 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 will 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 their sidearm and badge.

**Section 19.8 Clothing Allowance**

All non-uniformed commissioned officers and uniformed civilian employees will be given \$500.00 allowance in January of 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 will be practical in character and will relate to the duties and responsibilities of the position for which the applicant is being examined and will 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 will be applied uniformly among applicants at each stage of the evaluation process. The applicant's training, experience and previous work experience will be considered.

### **Section 20.3 Vacancy Announcements**

Vacancy announcements will 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 will 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 applying. 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 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 will 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 Lieutenant will 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, applicants must have two years of supervisory experience within the PSEA bargaining unit.

## **Section 20.8 Probationary Period**

Promotions within or between all sworn classifications will be probationary for a six 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 may 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 may 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 will 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 will have access to their 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 will 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 prevents supervisors from maintaining and using "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 will 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 may 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 years or older, may not be examined or considered for use at subsequent disciplinary or promotional proceedings. Access to such documents is limited as provided for in Section [23.3](#) of this Article.



## **Section 21.9 Citizen Complaints**

Documents reflecting citizen complaints will be maintained by the department. Summaries of sustained complaints which results in action defined in Section [23.6](#) will be forwarded to the personnel file and to PSEA within five working days of complaint.

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

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

## **ARTICLE 22    MANUAL OF DIRECTIVES**

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

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

### **Section 22.2    Time from Proposal to Effective Date**

The Department will issue proposed directives 30 days in advance of their effective date. Any changes that affect a mandatory subject of bargaining will 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 is 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 eight hours of compensable time is earned. Should the actual training or meetings exceed eight 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 will 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 will 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 will 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 will be deleted unless re-signed again after the effective date of this Agreement though the parties agree that certain LOAs will 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 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](#), will apply. Only during any interim period between such finding of invalidity and subsequent Agreement will 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 must 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 will 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 must 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 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 means the date at which an employee has completed a service year of 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" 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)" 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 any subsequently formed department which includes Police functions, likewise, "Department Head" refers to the person designated to have administrative authority over Police 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."

**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" 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.

**Section 26.15 Non-Permanent Employee**

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

**Section 26.16 Personnel File**

"Personnel File" 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" is 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" 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

**RESOLUTION NO. 4947**

**A RESOLUTION ALLOCATING DISCRETIONARY FUNDS FROM  
HOTEL/MOTEL TAX IN THE AMOUNT OF TWO HUNDRED  
SEVENTY THOUSAND DOLLARS (\$270,000.00).**

**WHEREAS**, the total amount of discretionary funds from hotel/motel tax for the FY2021 budget is two hundred seventy thousand dollars (\$270,000.00); and

**WHEREAS**, the Mayor appointed a Committee to review grant applications from organizations to determine how and to whom these funds should be distributed; and

**WHEREAS**, although most proposals were laudable and had merit, there is only a limited amount of funds available; and

**WHEREAS**, after due deliberation the Hotel/Motel Discretionary Fund Committee is bringing forth this recommendation for City Council consideration.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fairbanks, that:

**Section 1.** The following named recipients are hereby allocated the total sum of two hundred seventy thousand dollars (\$270,000.00) as follows:

| <b>Name of Organization</b>          | <b>Award</b> |
|--------------------------------------|--------------|
| Fairbanks Youth Litter Patrol, Inc.  | \$ 10,000.00 |
| Fairbanks Racing Lions Club, Inc.    | \$ 4,387.00  |
| World Eskimo-Indian Olympics, Inc.   | \$ 20,017.00 |
| Literacy Council of Alaska           | \$ 3,597.00  |
| World I.C.E. Association, Inc.       | \$ 30,958.00 |
| Alaska Dog Mushers Association       | \$ 22,786.00 |
| Fairbanks Community Band, Inc.       | \$ 5,933.00  |
| Fairbanks Youth Soccer Association   | \$ 7,250.00  |
| Friends of Creamers Field            | \$ 10,150.00 |
| Alaska Songbird Institute            | \$ 4,992.00  |
| Tanana Valley State Fair Association | \$ 28,473.00 |

| Name of Organization (continued)         | Award (continued)    |
|--|----------------------|
| Fairbanks Community Museum               | \$ 16,150.00         |
| Cold Steel Pan Orchestra                 | \$ 1,930.00          |
| Georgeson Botanical Garden Friends       | \$ 6,000.00          |
| Festival Fairbanks, Inc.                 | \$ 23,417.00         |
| Clay Street Cemetery Commission          | \$ 7,567.00          |
| University of Alaska Museum of the North | \$ 3,850.00          |
| Fairbanks Arts Association               | \$ 62,543.00         |
| <b>TOTAL</b>                             | <b>\$ 270,000.00</b> |

**Section 2.** PASSED and APPROVED this 11th day of January 2021.

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

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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

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

**RESOLUTION NO. 4948**

**A RESOLUTION TO AMEND THE CITY SCHEDULE OF FEES AND CHARGES FOR SERVICES BY ADDING A CHARGE FOR A COOLING WATER DISCHARGE PERMIT FEE AND CLARIFYING THE ANNUAL MAINTENANCE FEE**

**WHEREAS**, Ordinance No. 5613, approved on August 22, 2005, established controls for discharge of cooling water into the City owned and operated storm sewer drainage system; and

**WHEREAS**, Section 2 of that ordinance established a permit fee of \$200 and an annual maintenance fee of \$500 for owners of property that discharge cooling water into the storm drain system; and

**WHEREAS**, the proposed changes shown in the attachment add the permit fee to the City's Schedule of Fees and Charges for Services and clarifies the annual maintenance fee.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA**, to approve the attached amendments to the City of Fairbanks Schedule of Fees and Charges for Services to add a charge for a cooling water discharge permit and to clarify the cooling water discharge annual maintenance fee.

**PASSED** and **APPROVED** this 11th day of January 2021.

---

**Jim Matherly, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

---

Paul J. Ewers, City Attorney

## City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 4948 - Effective January 11, 2021

| Category           | Code Sec.             | Topic  | Current Fee                                  | Description  |  |
|--------------------|-----------------------|--|--|--|--|
| <b>Engineering</b> | 70-321                | Moving snow from private property onto street or sidewalk or failure to remove snow from sidewalk. | \$200.00 or actual cost, whichever is higher | Charge for services to owner or actual person in violation of Ordinance              |  |
|                    | 70-322                | Planting in Public Space   | \$ 200.00                                    | Charges for services to owner or actual person who planted in violation of Ordinance |  |
|                    |                       | <b>ROW PERMITS:</b>  |  |  |  |
|                    |                       | ROW Excavation (Major)   | \$585 + \$0.35                               | \$585 + \$0.35 per LF for Trench Installations                                       |  |
|                    |                       | ROW Excavation (Minor)   | \$410 + \$0.20                               | \$410 + \$0.20 per LF for Trench Installations                                       |  |
|                    |                       | Driveway Connection to City ROW  | \$ 295.00                                    | Permit; safety review; inspection before & after pour                                |  |
|                    |                       | Sidewalk or Street Closure   | \$ 175.00                                    | Permit; ADA compliance   |  |
|                    |                       | <b>ZONING SERVICES:</b>  |  |  |  |
|                    |                       | Replat, four or fewer lots   | \$ 175.00                                    |  |  |
|                    |                       | Replat, subdivision, more than four lots.  | \$ 295.00                                    |  |  |
|                    |                       | Quick Plats  | \$ 175.00                                    |  |  |
|                    |                       | <b>STORM WATER:</b>  |  |  |  |
|                    |                       | Stormwater Treatment/Connection/Discharge Plan Review  | \$ 350.00                                    | Includes engineering plan review, developer meeting, and site inspection.            |  |
|                    |                       | <b>Cooling Water Discharge Connection Permit</b>   | <b>\$ 200.00</b>                             | <b>(per Ordinance No. 5613)</b>  |  |
|                    |                       | Cooling Water Discharge & Connection to Storm Drain System-Permit <b>Annual Maintenance Fee</b>    | \$ 500.00                                    | Annual Fee <b>(per Ordinance No. 5613)</b>   |  |
|                    |                       | Erosion and Sediment Control Plan Review   | \$ 175.00                                    | 10,000 sq.ft. to 1 acre  |  |
|                    |                       | SWPPP Plan Review  | \$ 350.00                                    | 1 - 5 acres  |  |
|                    |                       |  | \$ 480.00                                    | 5 - 10 acres   |  |
|                    |                       | SWPPP Site Inspection  | \$ 175.00                                    | Review paperwork; review field BMPs  |  |
|                    |                       | Plat & Map copies  | \$ 6.00                                      | Per copy   |  |
|                    |                       | 11 x 17 copies   | \$ 2.00                                      | Per copy   |  |
|                    |                       | 8.5 x 11 copies  | \$ 1.00                                      | First page; \$0.25 per page thereafter   |  |
|                    |                       | Miscellaneous Services   | Actual cost                                  | Per hour at current charge-out rate  |  |
|                    |                       | Planimetric/Aerial Photograph GIS  | \$ 300.00                                    |  |  |
|                    | Developer's Agreement | Actual cost  | TBD based on meetings with City Engineer     |  |  |




# MEMORANDUM

City Clerk's Office

D. Danyielle Snider, City Clerk

---

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Date of Hearing Regarding Abatement at 33 Timberland Drive

DATE: January 5, 2021

---

Attached is a copy of a notice from Building Official Clem Clooten regarding the costs associated with the demolition of the structure located at 33 Timberland Drive (Lot 6, Block 1, Timberland Subdivision), Fairbanks, Alaska, owned by Bernadette O'Driscoll. The abatement was completed on November 24, 2020.

In accordance with Section 902 of the 2015 City Abatement Code, the City Clerk, upon receipt of the report, must present the report to the Council for consideration. The Council shall set a time and date for hearing the report and any protests of objections thereto.

The purpose of the hearing is to:

- 1) Hear and pass upon the demolition expense report;
- 2) Consider any written objections or protests to the proposed report;
- 3) Make such revision, correction or modification to the report or to the charges as the City Council may deem just; and
- 4) Determine whether to assign a personal obligation of the property owner and/or to create a lien against the property.

The only request at this time is for the Council to set a hearing date and time. Since the known address for the property owner is outside the U.S., I suggest that we give more than the required 10-day notice. My recommendation is to set the hearing date for a Regular City Council Meeting in February.

If you have any questions, please contact me at 459-6774.

Thank you.



CITY OF

FAIRBANKS

800 Cushman Street  
Fairbanks, AK 99701

*Building Department*

Phone (907) 459-6720

Fax (907) 459-6719

To: Danyielle Snider, City Clerk

From: Clemens M. Clooten, Building Official

Subject: Recovery of Abatement Costs  
Site Address, 33 Timberland Drive  
Lot 6, Block 1, Timberland Subdivision  
Mailing Address: Bernadette O' Driscoll, Curraduff Camp Tralee, County Kerry, Ireland  
Email Address: gene.farrell@staff.ittralee.ie

Date: January 5, 2021

On November 24, 2020, the Building Department completed the abatement of the dangerous structure noted above. Final Notice and Order to Abate was previously posted to the property and issued to the owner.

The current Abatement Code was approved by Council under Ordinance No. 6020 in 2016. Section 901 requires that an itemized list of the expenses incurred in the demolish be created and filed with the City Clerk. I have enclosed a report showing the total costs incurred by the City for this demolition. Section 902 states that the City Clerk shall present the attached report to the City Council. Please set a date at which you will present the attached report to the City Council. This presentation shall include a public hearing, which maybe be held under Special Orders.

In addition to the advertising the public hearing, Section 902 also requires the City Clerk to send notice of the hearing to the property owner by certified mail (see address above). Please issue this notice. Further, this Section requires the Building Official to post a hearing notice upon the property involved. I will do this as soon as you are able to prepare the notice.

Finally, the Code states that the City Council will confirm or reject the report and may declare the cost to be a lien against the property, and/or a personal obligation of the property owner. A lien against the property is recommended. Upon Council approval, a lien will be recorded against the property.

Please contact me if I can be of further assistance, Ext. 6727.

*the GOLDEN HEART CITY... "extremely Alaska"*

800 Cushman Street • Fairbanks, Alaska 99701-4615





CITY OF


**FAIRBANKS**

800 Cushman Street  
Fairbanks, AK 99701

*Building Department*

Phone (907) 459-6720  
Fax (907) 459-6719

To: Danyielle Snider, City Clerk

From: Clemens M. Clouten, Building Official 

Subject: Recovery of Abatement Costs  
 Site Address, 33 Timberland Drive  
 Lot 6, Block 1, Timberland Subdivision  
 Mailing Address: Bernadette O' Driscoll, Curraduff Camp Tralee, County Kerry, Ireland  
 Email Address: gene.farrell@staff.ittralee.ie

Date: January 5, 2021

**ABATEMENT COST EXPENSE SUMMARY**

|   |                           |
|---|---------------------------|
| 1. Hazardous Material Testing, Abatement and Demolition:  | \$36,168                  |
| 2. City of Fairbanks Department of Public Works expenses: | \$5,528.60                |
| 3. Total Abatement Expenses:                              | <b><u>\$41,696.60</u></b> |

See attached, Invoices from Central Environmental, with work orders.

INVOICE NO. **12844 R. 1**

**CEI** CENTRAL ENVIRONMENTAL, INC.

Environmental Services

229 E. Whitney Road, Anchorage, AK 99501  
(907) 561-0125 ✉ FAX (907) 561-0178

**SOLD TO:**

City of Fairbanks  
800 Cushman Drive  
Fairbanks, AK 99701

**PROJECT DESCRIPTION/LOCATION:**

Timberline Drive Demolishment

| INVOICE DATE | INVOICE NO.     | PROJECT NO. | CONTRACT NO. | PROGRESS BILLING |
|--------------|-----------------|-------------|--------------|------------------|
| 12/2/2020    | <b>12844 r1</b> | 14217       |              | 01               |

**CONTRACT INVOICE**

|                                  |                      |
|----------------------------------|----------------------|
| <b>ORIGINAL CONTRACT AMOUNT:</b> | \$46,933.00          |
| <b>CHANGES OR AMENDMENTS:</b>    | <b>(\$10,765.00)</b> |
| <b>ADJUSTED CONTRACT AMOUNT</b>  | <b>\$36,168.00</b>   |
| <br>                             |                      |
| CONTRACT COMPLETE TO DATE (100%) | <u>\$36,168.00</u>   |
| LESS Retained (2.5%)             | (\$-0-)              |
| LESS PREVIOUS INVOICE            | <u>(\$-0-)</u>       |
| <b>TOTAL DUE THIS INVOICE</b>    | <b>\$36,168.00</b>   |

**TERMS: NET CASH DUE AND PAYABLE 10TH OF FOLLOWING MONTH  
NET 30 DAYS, FINANCIAL CHARGES OF 1-1/2% PER MONTH  
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.**

**Thank You**

**Clemens M. Clooten**

---

**From:** Tracy A. Morphis  
**Sent:** Monday, December 21, 2020 3:34 PM  
**To:** Clemens M. Clooten  
**Cc:** Jeff Jacobson  
**Subject:** FW: 33 Timberland abatement  
**Attachments:** WO 69190069 33 TIMBERLAND.pdf; WO 89180036 33 TIMBERLAND.pdf; WO 99180029 33 TIMBERLAND.pdf; WO 89160023 33 TIMBERLAND.pdf; WO 99160022 33 TIMBERLAND.pdf; WO 69180120 33 TIMBERLAND.pdf; WO 69160064 33 TIMBERLAND.pdf

Clem,

Attached are 7 work orders for 2016, 2018 & 2019 for 33 timberland.  
The total costs of all 7 Work Orders is \$5,528.60.

Tracy Morphis  
Public Works Dept  
907-459-6785

**From:** Jeff Jacobson <JJacobson@fairbanks.us>  
**Sent:** Monday, December 14, 2020 5:07 PM  
**To:** Sean P. Rice <SRice@fairbanks.us>; Tracy A. Morphis <TMorphis@fairbanks.us>  
**Subject:** FW: 33 Timberland abatement

Sean/Tracy,

Please provide data from previous abatements costs in prior years when trees were cleared, trash hauled away, house boarded up multiple times.

Thanks,

Jeff

**From:** Clemens M. Clooten <CClooten@fairbanks.us>  
**Sent:** Monday, December 14, 2020 4:57 PM  
**To:** Jeff Jacobson <JJacobson@fairbanks.us>  
**Subject:** FW: 33 Timberland abatement

Jeff,  
We your staff has time, if they could gather all the expenses for this project and send them so we can start the process to give to the city council.  
Thank you,  
Clem

**From:** Clemens M. Clooten

**Sent:** Friday, December 4, 2020 3:17 PM

**To:** Dani Snider <[DSnider@fairbanks.us](mailto:DSnider@fairbanks.us)>; Paul J. Ewers <[PEwers@fairbanks.us](mailto:PEwers@fairbanks.us)>; Jeff Jacobson <[JJacobson@fairbanks.us](mailto:JJacobson@fairbanks.us)>

**Subject:** 33 Timberland abatement

All,

The abatement was completed on 11/24/20, I am wondering if we should collect total all fees associated with the abatement to put a lien on the property before it is sold? Let me know.

Have a great weekend.

Clem

12/21/2020 15:16  
tamorphis

CITY OF FAIRBANKS  
Work Order Print Detail

P 1  
wmmstmt

WO #: 69190069  
Activity: 050001 - BOARDUP  
Description: 33 TIMBERLAND BOARDUP DONE ON JUNE 6, 2019.

Svc Dept: BLDGS - BUILDINGS  
Req Dept: BLDGS - BUILDINGS  
Created: 06/20/2019  
Sched Start:  
Sched End:  
Req Start: 06/06/2019  
Act Start: 06/06/2019  
Req Complete: 06/06/2019  
Act End: 06/06/2019  
Request ID: 27191  
Total Act Cost: 607.5695  
Total Est Cost: 0.0000  
Project: Direct  
Estimate Reqd: N  
Contract: Deposit Reqd: N  
Reference #: Dep Amnt Reqd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/%: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:

LOCATION  
Code:  
Area:  
Room:

Desc:  
Desc:

CONTACTS

| Name       | Type       | Primary | Supv | Method | Method Detail |
|------------|------------|---------|------|--------|---------------|
| ANNIE WITT | Requesting |         |      |        |               |
| ANNIE WITT | Servicing  |         |      |        |               |

TASK  
Task #: 1  
Activity: BOARDUP  
Desc: 33 TIMBERLAND BOARDUP DONE ON JUNE 6, 20  
Act Start: 06/06/2019  
Act End: 06/06/2019  
Req Start: 06/20/2019

Work Cat:  
Component:  
Crew:

ESTIMATED DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
| OVERHEAD  | BURDEN     |                    | 0.00     | 52.37     | 0.00       |

SCHEDULED DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
|-----------|------------|--------------------|----------|-----------|------------|

ACTUAL DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
| LABOR     | 8501       | BRYANT, ROY D      | 4.00     | 35.63     | 142.53     |
| LABOR     | 9902       | LEXA, ALEXANDER    | 4.00     | 30.07     | 120.30     |
| LABOR     | 8601       | SAGER, BRANT W     | 2.00     | 29.56     | 59.13      |
| SUPPLIES  |            | PLYWOOD, 3/4"      | 1.00     | 45.00     | 45.00      |
| SUPPLIES  |            | HARDWARE, SCREWS   | 1.00     | 45.00     | 45.00      |
| SUPPLIES  |            | 8' 2X45            | 3.00     | 9.00      | 27.00      |
| OVERHEAD  | BURDEN     |                    | 0.00     | 52.37     | 168.61     |

STATISTICS

| Account | Account Description | Amount |
|---------|---------------------|--------|
|---------|---------------------|--------|

12/21/2020 15:16  
tamorphis

CITY OF FAIRBANKS  
Work Order Print Detail

P 2  
wmmstmnt

CHECKLIST DETAIL

|      |             |          |
|------|-------------|----------|
| Code | Description | Complete |
|------|-------------|----------|

MISC ITEM DETAIL

|      |             |        |
|------|-------------|--------|
| Code | Description | Amount |
|------|-------------|--------|

ADDITIONAL DESCRIPTION

ACCOUNTING DISTRIBUTION (\*\*non-billing\*\*)

|           |         |                     |         |     |           |
|-----------|---------|---------------------|---------|-----|-----------|
| Cost Type | Account | Account Description | Percent | D/C | Cost Line |
|-----------|---------|---------------------|---------|-----|-----------|

ACCOUNTING ACTUAL CHARGES (\*\*non-billing\*\*)

|      |         |                     |        |     |           |
|------|---------|---------------------|--------|-----|-----------|
| Date | Account | Account Description | Amount | D/C | Cost Line |
|------|---------|---------------------|--------|-----|-----------|

ADDITIONAL DESCRIPTION

COMMENTS

|      |       |         |
|------|-------|---------|
| Date | Clerk | Comment |
|------|-------|---------|

USER DEFINED FIELDS

|       |     |       |
|-------|-----|-------|
| Field | REQ | Value |
|-------|-----|-------|

\*\* END OF REPORT - Generated by Tracy Morphis \*\*

12/21/2020 15:14  
tamorphis

CITY OF FAIRBANKS  
Work Order Print Detail

P 1  
wmmstmnt

WO #: 89180036  
Activity: 050001 - BOARDUP  
Description: 33 TIMBERLAND, BOARDUP

Svc Dept: LABOR - LABOR  
Req Dept: LABOR - LABOR  
Created: 07/24/2018  
Sched Start: 07/24/2018  
Sched End: 07/25/2018  
Act Start: 07/25/2018  
Act End: 07/31/2018  
Req Start: 07/24/2018  
Req Complete: 07/24/2018  
Req Received: 07/24/2018  
Request ID: 24272  
Acct Method: Direct  
Project:  
Contract:  
Reference #:  
Total Act Cost: 772.7116  
Total Est Cost: 0.0000  
Estimate Reqd: N  
Deposit Reqd: N  
Dep Amnt Reqd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/%: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:

LOCATION  
Code:  
Parcel:  
Address:

Desc:  
Subdiv: Lot:

Between:  
Lat/Long:

CONTACTS  
Name  
ANNIE WITT  
ANNIE WITT

| Type       | Primary | Supv | Method | Method Detail |
|------------|---------|------|--------|---------------|
| Requesting |         |      |        |               |
| Servicing  |         |      |        |               |

TASK  
Task #: 1  
Activity: BOARDUP  
Desc: 33 TIMBERLAND, BOARDUP

Act Start: 07/25/2018  
Act End: 07/31/2018  
Req Start: 07/24/2018

Work Cat:  
Component:  
Crew:

ESTIMATED DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
| OVERHEAD  | BURDEN     |                    | 0.00     | 52.37     | 0.00       |
| OVERHEAD  | BURDEN     |                    | 0.00     | 52.37     | 0.00       |

SCHEDULED DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
|-----------|------------|--------------------|----------|-----------|------------|

ACTUAL DETAIL

| Cost Type | Class/Ovhd | Detail Description                           | Quantity | Rate/Cost | Line Total |
|-----------|------------|--|----------|-----------|------------|
| EQUIPMENT | PICKUP     | PICKUP                                       | 4.00     | 15.00     | 60.00      |
| LABOR     | 7701       | GONZALEZ, OSCAR D                            | 4.00     | 27.13     | 108.50     |
| LABOR     | 9401       | FRANK, PARKER K                              | 4.00     | 23.78     | 95.12      |
| SUPPLIES  |            | PLYWOOD & SCREWS FOR BOARDING UP WINDOWS     | 1.00     | 203.64    | 203.64     |
| SUPPLIES  |            | HARDWARE-ANCHORS-BITS-SCREWS FOR BOARDING UP | 1.00     | 92.18     | 92.18      |
| OVERHEAD  | BURDEN     |  | 0.00     | 52.37     | 106.64     |
| OVERHEAD  | BURDEN     |  | 0.00     | 52.37     | 106.64     |

12/21/2020 15:14  
tamorphis

CITY OF FAIRBANKS  
Work Order Print Detail

P 2  
wmmstmnt

STATISTICS  
Account

Account Description

Amount

CHECKLIST DETAIL

Code Description

Complete

MISC ITEM DETAIL

Code Description

Amount

ADDITIONAL DESCRIPTION

ACCOUNTING DISTRIBUTION (\*\*non-billing\*\*)

Cost Type Account

Account Description

Percent

D/C

Cost Line

ACCOUNTING ACTUAL CHARGES (\*\*non-billing\*\*)

Date Account

Account Description

Amount

D/C

Cost Line

ADDITIONAL DESCRIPTION

COMMENTS

Date Clerk

Comment

USER DEFINED FIELDS

Field

REQ Value

\*\* END OF REPORT - Generated by Tracy Morphis \*\*



12/21/2020 15:13  
tamorphis

CITY OF FAIRBANKS  
Work Order Print Detail

P 1  
wwmstmnt

WO #: 99180029  
Activity: 050001 - BOARDUP  
Description: 33 TIMBERLAND, BOARDUP

Svc Dept: STRTS - STREETS  
Req Dept: STRTS - STREETS  
Created: 07/24/2018  
Sched Start: 07/24/2018  
Sched End: 07/31/2018  
Act Start: 07/25/2018  
Act End: 07/31/2018  
Req Start: 07/24/2018  
Req Complete: 07/24/2018  
Req Received: 07/24/2018  
Request ID: 24273  
Acct Method: Direct  
Project:  
Contract:  
Reference #:  
Total Act Cost: 530.5295  
Total Est Cost: 0.0000  
Estimate Req'd: N  
Deposit Req'd: N  
Dep Amnt Req'd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/%: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:

LOCATION  
Code:  
Parcel:  
Address:

Desc:  
Subdiv: Lot:

Between:  
Lat/Long:

CONTACTS  
Name  
ANNIE WITT  
ANNIE WITT

| Type       | Primary | Supv | Method | Method Detail |
|------------|---------|------|--------|---------------|
| Requesting |         |      |        |               |
| Servicing  |         |      |        |               |

TASK  
Task #: 1  
Activity: BOARDUP  
Desc: 33 TIMBERLAND, BOARDUP

Act Start: 07/25/2018  
Act End: 07/31/2018  
Req Start: 07/24/2018

Work Cat:  
Component:  
Crew:

| ESTIMATED DETAIL |          | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|------------------|----------|------------|--------------------|----------|-----------|------------|
| Cost Type        | OVERHEAD | BURDEN     |                    | 0.00     | 52.37     | 0.00       |

| SCHEDULED DETAIL |  | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|------------------|--|------------|--------------------|----------|-----------|------------|
| Cost Type        |  |            |                    |          |           |            |

| ACTUAL DETAIL |           | Class/Ovhd | Detail Description   | Quantity | Rate/Cost | Line Total |
|---------------|-----------|------------|----------------------|----------|-----------|------------|
| Cost Type     | LABOR     | 7807       | WHEELLOCK, MYRLENE D | 0.50     | 32.28     | 16.14      |
|               | LABOR     | 8001       | STOLEN, LEONARD L    | 0.50     | 30.06     | 15.03      |
|               | EQUIPMENT | LOADER     | LOADER               | 0.50     | 150.00    | 75.00      |
|               | LABOR     | 7801       | GRANT, ERIC B        | 2.00     | 35.45     | 70.90      |
|               | EQUIPMENT | LOADER     | LOADER               | 2.00     | 150.00    | 300.00     |
|               | OVERHEAD  | BURDEN     |                      | 0.00     | 52.37     | 53.46      |

STATISTICS

12/21/2020 15:13  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 2  
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| Account                                     | Account Description | Amount              |         |     |           |
|---|---------------------|---------------------|---------|-----|-----------|
| CHECKLIST DETAIL                            |                     |                     |         |     |           |
| Code  | Description         | Complete            |         |     |           |
| MISC ITEM DETAIL                            |                     |                     |         |     |           |
| Code  | Description         | Amount              |         |     |           |
| ADDITIONAL DESCRIPTION                      |                     |                     |         |     |           |
| ACCOUNTING DISTRIBUTION (**non-billing**)   |                     |                     |         |     |           |
| Cost Type                                   | Account             | Account Description | Percent | D/C | Cost Line |
| ACCOUNTING ACTUAL CHARGES (**non-billing**) |                     |                     |         |     |           |
| Date  | Account             | Account Description | Amount  | D/C | Cost Line |
| ADDITIONAL DESCRIPTION                      |                     |                     |         |     |           |
| COMMENTS                                    |                     |                     |         |     |           |
| Date  | Clerk               | Comment             |         |     |           |
| USER DEFINED FIELDS                         |                     |                     |         |     |           |
| Field                                       | REQ                 | Value               |         |     |           |

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12/21/2020 15:13  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 1  
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WO #: 89160023  
Activity: 050000 - ABATEMENTS  
Description: 33 TIMBERLAND: CLEAN UP, BOARD UP WO  
160022, 69160064

Svc Dept: LABOR - LABOR  
Req Dept: LABOR - LABOR  
Created: 03/07/2016  
Sched Start: 03/07/2016  
Sched End: 03/08/2016  
Act Start: 03/08/2016  
Act End: 06/15/2016  
Req Start: 03/07/2016  
Req Complete: 03/07/2016  
Req Received: 03/07/2016  
Request ID: 15504  
Acct Method: Direct  
Project:  
Contract:  
Reference #:  
Total Act Cost: 1,161.8793  
Total Est Cost: 84.0000  
Estimate Req'd: N  
Deposit Req'd: N  
Dep Amnt Req'd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/‰: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:  
Subj of Svc: TIMBERLAND DR - TIMBERLAND DRIVE

LOCATION  
Code: TIMBERLAND DR - TIMBERLAND DRIVE  
Parcel:  
Address: GRAEHL

Desc:  
Subdiv: Lot:

Between:  
Lat/Long:

| CONTACTS | Name          | Type       | Primary | Supv | Method | Method Detail |
|----------|---------------|------------|---------|------|--------|---------------|
|          | TRACY MORPHIS | Requesting | Y       |      |        |               |
|          | TRACY MORPHIS | Servicing  | Y       |      |        |               |

TASK  
Task #: 1  
Activity: ABATEMENTS  
Desc: 33 TIMBERLAND: CLEAN UP, BOARD UP WO  
Subj of Svc: TIMBERLAND DR - TIMBERLAND DRIVE  
Work Cat:  
Component:  
Crew:

Act Start: 03/08/2016  
Act End: 06/15/2016  
Req Start: 03/07/2016

| ESTIMATED DETAIL |          | Class/Ovhd | Detail Description                                 | Quantity | Rate/Cost | Line Total |
|------------------|----------|------------|--|----------|-----------|------------|
| Cost Type        | OVERHEAD | BURDEN     |  | 0.00     | 52.37     | 0.00       |
| SUPPLIES         |          |            | 33 TIMBERLAND CHAIN SAW CHAINS FOR BRUSH CUTTING A | 1.00     | 84.00     | 84.00      |

| SCHEDULED DETAIL |          | Class/Ovhd | Detail Description                                 | Quantity | Rate/Cost | Line Total |
|------------------|----------|------------|--|----------|-----------|------------|
| Cost Type        | SUPPLIES |            | 33 TIMBERLAND CHAIN SAW CHAINS FOR BRUSH CUTTING A | 1.00     | 84.00     | 84.00      |

| ACTUAL DETAIL |          | Class/Ovhd | Detail Description             | Quantity | Rate/Cost | Line Total |
|---------------|----------|------------|--------------------------------|----------|-----------|------------|
| Cost Type     | SUPPLIES |            | 33 TIMBERLAND CHAIN SAW CHAINS | 1.00     | 84.00     | 84.00      |
| EQUIPMENT     | PICKUP   |            | PICKUP                         | 8.00     | 15.00     | 120.00     |
| EQUIPMENT     | CHIPER   |            | BRUSH CHIPPER                  | 8.00     | 40.00     | 320.00     |
| LABOR         | 7510     |            | FRAREY, JACK A                 | 8.00     | 28.87     | 230.97     |
| LABOR         | 7602     |            | PULLOCK, CHARLES M             | 8.00     | 23.46     | 187.67     |

12/21/2020 15:13  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 2  
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OVERHEAD BURDEN 0.00 52.37 219.24

STATISTICS  
Account Account Description Amount

CHECKLIST DETAIL  
Code Description Complete

MISC ITEM DETAIL  
Code Description Amount

ADDITIONAL DESCRIPTION

ACCOUNTING DISTRIBUTION (\*\*non-billing\*\*)  
Cost Type Account Account Description Percent D/C Cost Line

ACCOUNTING ACTUAL CHARGES (\*\*non-billing\*\*)  
Date Account Account Description Amount D/C Cost Line

ADDITIONAL DESCRIPTION

COMMENTS  
Date Clerk Comment

USER DEFINED FIELDS  
Field REQ Value

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CITY OF FAIRBANKS  
Work Order Print Detail

P 1  
wwms tmm t

WO #: 99160022  
Activity: 050000 - ABATEMENTS  
Description: 33 TIMBERLAND: CLEAN UP, BOARD UP WO  
9160023, 69160064

Svc Dept: STRTS - STREETS  
Req Dept: STRTS - STREETS  
Created: 03/07/2016  
Req Start: 03/07/2016  
Req Complete: 03/07/2016  
Req Received: 03/07/2016  
Request ID: 15503  
Acct Method: Direct  
Project:  
Contract:  
Reference #:  
Sched Start:  
Sched End:  
Act Start: 03/08/2016  
Act End: 08/28/2016  
Total Act Cost: 1,813.2803  
Total Est Cost: 0.0000  
Estimate Reqd: N  
Deposit Reqd: N  
Dep Amnt Reqd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/%: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:  
Subj of Svc: TIMBERLAND DR - TIMBERLAND DRIVE

LOCATION  
Code: TIMBERLAND DR - TIMBERLAND DRIVE  
Parcel:  
Address: GRAEHL

Desc:  
Subdiv: Lot:

Between:  
Lat/Long:

| CONTACTS | Name          | Type       | Primary | Supv | Method | Method Detail |
|----------|---------------|------------|---------|------|--------|---------------|
|          | TRACY MORPHIS | Requesting | Y       |      |        |               |
|          | TRACY MORPHIS | Servicing  | Y       |      |        |               |

TASK  
Task #: 1  
Activity: ABATEMENTS  
Desc: 33 TIMBERLAND: CLEAN UP, BOARD UP WO  
Subj of Svc: TIMBERLAND DR - TIMBERLAND DRIVE  
Work Cat:  
Component:  
Crew:

Act Start: 03/08/2016  
Act End: 08/28/2016  
Req Start: 03/07/2016

| ESTIMATED DETAIL |            |                    | Quantity | Rate/Cost | Line Total |
|------------------|------------|--------------------|----------|-----------|------------|
| Cost Type        | Class/Ovhd | Detail Description |          |           |            |
| OVERHEAD         | BURDEN     |                    | 0.00     | 52.37     | 0.00       |

| SCHEDULED DETAIL |            |                    | Quantity | Rate/Cost | Line Total |
|------------------|------------|--------------------|----------|-----------|------------|
| Cost Type        | Class/Ovhd | Detail Description |          |           |            |

| ACTUAL DETAIL |            |                    | Quantity | Rate/Cost | Line Total |
|---------------|------------|--------------------|----------|-----------|------------|
| Cost Type     | Class/Ovhd | Detail Description |          |           |            |
| LABOR         | 8001       | STOLEN, LEONARD L  | 10.00    | 29.82     | 298.24     |
| LABOR         | 8001       | STEINKE, ARNOLD D  | 10.00    | 29.82     | 298.24     |
| LABOR         | 8001       | WHITE, JIMMY W     | 10.00    | 29.82     | 298.24     |
| EQUIPMENT     | BACKHO     | BACKHOE            | 3.00     | 75.00     | 225.00     |
| EQUIPMENT     | PICKUP     | PICKUP             | 15.00    | 15.00     | 225.00     |
| OVERHEAD      | BURDEN     |                    | 0.00     | 52.37     | 468.56     |

12/21/2020 15:12  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 2  
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STATISTICS  
Account

Account Description Amount

CHECKLIST DETAIL

Code Description Complete

MISC ITEM DETAIL

Code Description Amount

ADDITIONAL DESCRIPTION

ACCOUNTING DISTRIBUTION (\*\*non-billing\*\*)

Cost Type Account Account Description Percent D/C Cost Line

ACCOUNTING ACTUAL CHARGES (\*\*non-billing\*\*)

Date Account Account Description Amount D/C Cost Line

ADDITIONAL DESCRIPTION

COMMENTS

Date Clerk Comment

USER DEFINED FIELDS

Field REQ Value

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12/21/2020 15:20  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 1  
wwmstmnt

WO #: 69180120  
Activity: 050000 - ABATEMENTS  
Description: 33 TIMBERLAND, BOARDUP/CLEANUP

Svc Dept: BLDGS - BUILDINGS  
Req Dept: BLDGS - BUILDINGS  
Created: 07/26/2018  
Req Start: 07/26/2018  
Req Complete: 07/26/2018  
Req Received: 07/26/2018  
Request ID: 24278  
Acct Method: Direct  
Project:  
Contract:  
Reference #:  
Sched Start:  
Sched End:  
Act Start: 07/26/2018  
Act End: 07/31/2018  
Total Act Cost: 216.2088  
Total Est Cost: 0.0000  
Estimate Req'd: N  
Deposit Req'd: N  
Dep Amnt Req'd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/%: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:

LOCATION  
Code:  
Area:  
Room:

Desc:  
Desc:

CONTACTS

| Name       | Type       | Primary | Supv | Method | Method Detail |
|------------|------------|---------|------|--------|---------------|
| ANNIE WITT | Requesting |         |      |        |               |
| ANNIE WITT | Servicing  |         |      |        |               |

TASK  
Task #: 1  
Activity: ABATEMENTS  
Desc: 33 TIMBERLAND, BOARDUP/CLEANUP  
Act Start: 07/26/2018  
Act End: 07/31/2018  
Req Start: 07/26/2018

Work Cat:  
Component:  
Crew:

| ESTIMATED DETAIL |          | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|------------------|----------|------------|--------------------|----------|-----------|------------|
| Cost Type        | OVERHEAD | BURDEN     |                    | 0.00     | 52.37     | 0.00       |

| SCHEDULED DETAIL |  | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|------------------|--|------------|--------------------|----------|-----------|------------|
| Cost Type        |  |            |                    |          |           |            |

| ACTUAL DETAIL |          | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|---------------|----------|------------|--------------------|----------|-----------|------------|
| Cost Type     | LABOR    | 1711       | COTY, JOSEPH B     | 4.00     | 35.47     | 141.90     |
|               | OVERHEAD | BURDEN     |                    | 0.00     | 52.37     | 74.31      |

| STATISTICS | Account | Account Description | Amount |
|------------|---------|---------------------|--------|
|            |         |                     |        |

| CHECKLIST DETAIL |             | Complete |
|------------------|-------------|----------|
| Code             | Description |          |

| MISC ITEM DETAIL |             | Amount |
|------------------|-------------|--------|
| Code             | Description |        |

12/21/2020 15:20  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 2  
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ADDITIONAL DESCRIPTION

|   |         |                     |         |               |
|---|---------|---------------------|---------|---------------|
| ACCOUNTING DISTRIBUTION (**non-billing**) |         |                     |         |               |
| Cost Type                                 | Account | Account Description | Percent | D/C Cost Line |

|   |         |                     |        |               |
|---|---------|---------------------|--------|---------------|
| ACCOUNTING ACTUAL CHARGES (**non-billing**) |         |                     |        |               |
| Date  | Account | Account Description | Amount | D/C Cost Line |

ADDITIONAL DESCRIPTION

|          |       |         |
|----------|-------|---------|
| COMMENTS |       |         |
| Date     | Clerk | Comment |

|                     |           |
|---------------------|-----------|
| USER DEFINED FIELDS |           |
| Field               | REQ Value |

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12/21/2020 15:17  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 1  
wwmstmnt

WO #: 69160064  
Activity: 050000 - ABATEMENTS  
Description: 33 TIMBERLAND: CLEAN UP. BOARD UP REF  
99160022, 89160023

Svc Dept: BLDGS - BUILDINGS  
Req Dept: BLDGS - BUILDINGS  
Created: 03/07/2016  
Req Start: 03/07/2016  
Req Complete: 03/07/2016  
Req Received: 03/07/2016  
Request ID: 15505  
Acct Method: Direct  
Project:  
Contract:  
Reference #:  
Sched Start:  
Sched End:  
Act Start: 03/08/2016  
Act End: 03/31/2016  
Total Act Cost: 426.7297  
Total Est Cost: 0.0000  
Estimate Reqd: N  
Deposit Reqd: N  
Dep Amnt Reqd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/%: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:

LOCATION  
Code:  
Area:  
Room:

Desc:  
Desc:

CONTACTS

| Name          | Type       | Primary | Supv | Method | Method Detail |
|---------------|------------|---------|------|--------|---------------|
| TRACY MORPHIS | Requesting | Y       |      |        |               |
| TRACY MORPHIS | Servicing  | Y       |      |        |               |

TASK  
Task #: 1  
Activity: ABATEMENTS  
Desc: 33 TIMBERLAND: CLEAN UP. BOARD UP REF  
Act Start: 03/08/2016  
Act End: 03/31/2016  
Req Start: 03/07/2016

Work Cat:  
Component:  
Crew:

ESTIMATED DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
| OVERHEAD  | BURDEN     |                    | 0.00     | 52.37     | 0.00       |

SCHEDULED DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
|-----------|------------|--------------------|----------|-----------|------------|

ACTUAL DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
| LABOR     | 7602       | PETMAN, PHILLIP J  | 5.00     | 23.46     | 117.29     |
| LABOR     | 8502       | COTY, JOSEPH B     | 5.00     | 32.55     | 162.77     |
| OVERHEAD  | BURDEN     |                    | 0.00     | 52.37     | 146.67     |

STATISTICS

| Account | Account Description | Amount |
|---------|---------------------|--------|
|---------|---------------------|--------|

CHECKLIST DETAIL

| Code | Description | Complete |
|------|-------------|----------|
|------|-------------|----------|

MISC ITEM DETAIL

12/21/2020 15:17  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 2  
wmmstmnt

| Code  | Description | Amount   |
|---|-------------|--|
| ADDITIONAL DESCRIPTION                      |             |  |
| ACCOUNTING DISTRIBUTION (**non-billing**)   |             |  |
| Cost Type                                   | Account     | Account Description      Percent      D/C      Cost Line |
| ACCOUNTING ACTUAL CHARGES (**non-billing**) |             |  |
| Date  | Account     | Account Description      Amount      D/C      Cost Line  |
| ADDITIONAL DESCRIPTION                      |             |  |
| COMMENTS                                    |             |  |
| Date  | Clerk       | Comment  |
| USER DEFINED FIELDS                         |             |  |
| Field                                       | REQ         | Value  |

12/21/2020 15:17  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 3  
wmmstmnt

WO #: 69180120  
Activity: 050000 - ABATEMENTS  
Description: 33 TIMBERLAND, BOARDUP/CLEANUP

Svc Dept: BLDGS - BUILDINGS  
Req Dept: BLDGS - BUILDINGS  
Created: 07/26/2018  
Req Start: 07/26/2018  
Req Complete: 07/26/2018  
Req Received: 07/26/2018  
Request ID: 24278  
Acct Method: Direct  
Project:  
Contract:  
Reference #:  
Sched Start:  
Sched End:  
Act Start: 07/26/2018  
Act End: 07/31/2018  
Total Act Cost: 216.2088  
Total Est Cost: 0.0000  
Estimate Reqd: N  
Deposit Reqd: N  
Dep Amnt Reqd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/%: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:

LOCATION  
Code:  
Area:  
Room:

Desc:  
Desc:

CONTACTS

| Name       | Type       | Primary | Supv | Method | Method Detail |
|------------|------------|---------|------|--------|---------------|
| ANNIE WITT | Requesting |         |      |        |               |
| ANNIE WITT | Servicing  |         |      |        |               |

TASK  
Task #: 1  
Activity: ABATEMENTS  
Desc: 33 TIMBERLAND, BOARDUP/CLEANUP  
Act Start: 07/26/2018  
Act End: 07/31/2018  
Req Start: 07/26/2018

Work Cat:  
Component:  
Crew:

ESTIMATED DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
| OVERHEAD  | BURDEN     |                    | 0.00     | 52.37     | 0.00       |

SCHEDULED DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
|           |            |                    |          |           |            |

ACTUAL DETAIL

| Cost Type | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|-----------|------------|--------------------|----------|-----------|------------|
| LABOR     | 1711       | COTY, JOSEPH B     | 4.00     | 35.47     | 141.90     |
| OVERHEAD  | BURDEN     |                    | 0.00     | 52.37     | 74.31      |

STATISTICS

| Account | Account Description | Amount |
|---------|---------------------|--------|
|         |                     |        |

CHECKLIST DETAIL

| Code | Description | Complete |
|------|-------------|----------|
|      |             |          |

MISC ITEM DETAIL

| Code | Description | Amount |
|------|-------------|--------|
|      |             |        |

12/21/2020 15:17  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 4  
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ADDITIONAL DESCRIPTION

|   |         |                     |         |               |
|---|---------|---------------------|---------|---------------|
| ACCOUNTING DISTRIBUTION (**non-billing**) |         |                     |         |               |
| Cost Type                                 | Account | Account Description | Percent | D/C Cost Line |

|   |         |                     |        |               |
|---|---------|---------------------|--------|---------------|
| ACCOUNTING ACTUAL CHARGES (**non-billing**) |         |                     |        |               |
| Date  | Account | Account Description | Amount | D/C Cost Line |

ADDITIONAL DESCRIPTION

|          |       |         |
|----------|-------|---------|
| COMMENTS |       |         |
| Date     | Clerk | Comment |

|                     |           |
|---------------------|-----------|
| USER DEFINED FIELDS |           |
| Field               | REQ Value |

12/21/2020 15:17  
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CITY OF FAIRBANKS  
Work Order Print Detail

P 5  
wmmstmnt

WO #: 69190069  
Activity: 050001 - BOARDUP  
Description: 33 TIMBERLAND BOARDUP DONE ON JUNE 6, 2019.

Svc Dept: BLDGS - BUILDINGS  
Req Dept: BLDGS - BUILDINGS  
Created: 06/20/2019  
Req Start: 06/06/2019  
Req Complete: 06/06/2019  
Req Received: 06/06/2019  
Request ID: 27191  
Acct Method: Direct  
Project:  
Contract:  
Reference #:  
Sched Start:  
Sched End:  
Act Start: 06/06/2019  
Act End: 06/06/2019  
Total Act Cost: 607.5695  
Total Est Cost: 0.0000  
Estimate Reqd: N  
Deposit Reqd: N  
Dep Amnt Reqd: 0.0000  
Dep Amnt Paid: 0.0000  
Contingency: None  
Cont Amnt/%: 0.0000

Status: 7 - Work Complete  
User Status:  
Svc Priority:  
Req Priority:  
Emergency: N  
Cause:  
Request Type:  
Assigned To:  
Customer:

LOCATION  
Code:  
Area:  
Room:

Desc:  
Desc:

CONTACTS  
Name  
ANNIE WITT  
ANNIE WITT

| Type       | Primary | Supv | Method | Method Detail |
|------------|---------|------|--------|---------------|
| Requesting |         |      |        |               |
| Servicing  |         |      |        |               |

TASK  
Task #: 1  
Activity: BOARDUP  
Desc: 33 TIMBERLAND BOARDUP DONE ON JUNE 6, 20

Act Start: 06/06/2019  
Act End: 06/06/2019  
Req Start: 06/20/2019

Work Cat:  
Component:  
Crew:

| ESTIMATED DETAIL |          | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|------------------|----------|------------|--------------------|----------|-----------|------------|
| Cost Type        | OVERHEAD | BURDEN     |                    | 0.00     | 52.37     | 0.00       |

| SCHEDULED DETAIL |  | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|------------------|--|------------|--------------------|----------|-----------|------------|
| Cost Type        |  |            |                    |          |           |            |

| ACTUAL DETAIL |          | Class/Ovhd | Detail Description | Quantity | Rate/Cost | Line Total |
|---------------|----------|------------|--------------------|----------|-----------|------------|
| Cost Type     | LABOR    | 8501       | BRYANT, ROY D      | 4.00     | 35.63     | 142.53     |
|               | LABOR    | 9902       | LEXA, ALEXANDER    | 4.00     | 30.07     | 120.30     |
|               | LABOR    | 8601       | SAGER, BRANT W     | 2.00     | 29.56     | 59.13      |
|               | SUPPLIES |            | PLYWOOD, 3/4"      | 1.00     | 45.00     | 45.00      |
|               | SUPPLIES |            | HARDWARE, SCREWS   | 1.00     | 45.00     | 45.00      |
|               | SUPPLIES |            | 8' 2X45            | 3.00     | 9.00      | 27.00      |
|               | OVERHEAD | BURDEN     |                    | 0.00     | 52.37     | 168.61     |

| STATISTICS |  | Account Description | Amount |
|------------|--|---------------------|--------|
| Account    |  |                     |        |

12/21/2020 15:17  
tamorphis

CITY OF FAIRBANKS  
Work Order Print Detail

P 6  
wmmstmnt

CHECKLIST DETAIL

|      |             |          |
|------|-------------|----------|
| Code | Description | Complete |
|------|-------------|----------|

MISC ITEM DETAIL

|      |             |        |
|------|-------------|--------|
| Code | Description | Amount |
|------|-------------|--------|

ADDITIONAL DESCRIPTION

ACCOUNTING DISTRIBUTION (\*\*non-billing\*\*)

|           |         |                     |         |     |           |
|-----------|---------|---------------------|---------|-----|-----------|
| Cost Type | Account | Account Description | Percent | D/C | Cost Line |
|-----------|---------|---------------------|---------|-----|-----------|

ACCOUNTING ACTUAL CHARGES (\*\*non-billing\*\*)

|      |         |                     |        |     |           |
|------|---------|---------------------|--------|-----|-----------|
| Date | Account | Account Description | Amount | D/C | Cost Line |
|------|---------|---------------------|--------|-----|-----------|

ADDITIONAL DESCRIPTION

COMMENTS

|      |       |         |
|------|-------|---------|
| Date | Clerk | Comment |
|------|-------|---------|

USER DEFINED FIELDS

|       |     |       |
|-------|-----|-------|
| Field | REQ | Value |
|-------|-----|-------|

\*\* END OF REPORT - Generated by Tracy Morphis \*\*



HOTEL/MOTEL DISCRETIONARY FUND COMMITTEE  
PRELIMINARY MEETING MINUTES  
NOVEMBER 16, 2020, 12:00 PM  
HELD VIA TELECONFERENCE AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Hotel/Motel Discretionary Fund Committee convened at 12:01 p.m. on the above date to conduct a second Preliminary Meeting at the City Council Chambers, 800 Cushman street, Fairbanks, Alaska, with Council Member June Rogers (Seat F) presiding and with the following members in attendance:

Members Present:            Kathryn Fitzgerald, Seat A  
                                      Ron Woolf, Seat B  
                                      Samantha Kirstein, Seat C  
                                      Traci Gatewood, Seat D  
                                      Randi Carnahan, Seat E (*arrived 12:02 p.m.*)

Also Present:                 Diana Hebel, Deputy City Clerk I  
                                      D. Danyielle Snider, City Clerk  
                                      Margaretta Bell, Chief Financial Officer

**APPROVAL OF AGENDA**

After verifying that each member had an agenda packet, **Chair Rogers** asked for a motion to approve the agenda.

**Ms. Kirstein**, seconded by **Mr. Woolf**, moved to APPROVE the agenda.

**Chair Rogers**, hearing no objection, declared the agenda APPROVED.

**APPROVAL OF MEETING MINUTES**

a) Preliminary Meeting Minutes of November 2, 2020

**Ms. Kirstein**, seconded by **Ms. Fitzgerald**, moved to APPROVE the Preliminary Meeting Minutes of November 2, 2020.

**Ms. Gatewood** pointed out that the language on page 4 of the minutes, within two paragraphs, needs to be changed from "Committee members *will* be removed for any unexcused absence" to "Committee members *may* be removed for any unexcused absence."

**Mr. Fitzgerald**, seconded by **Ms. Gatewood**, moved to APPROVE the Preliminary Meeting Minutes of November 2, 2020, as corrected.

**Chair Rogers**, hearing no objection, declared the Preliminary Meeting Minutes of November 2, 2020 APPROVED, as corrected.

## **FINANCIAL REPORT**

a) Financial Report by Margarita Bell, Chief Financial Officer

Ms. Bell reported that seven grantees that received funds in 2020 have requested to extend through 2021, forfeiting their opportunity to apply in 2020. She then summarized the following:

- 2 agencies that did not apply in 2020 have yet to turn in financial reports
- 1 agency was missing their annual report
- 1 agency had more than 10% miscellaneous income that was not detailed
- 1 agency failed to supply their tax ID number
- 1 applicant was removed from consideration because they turned in their application after the deadline

Ms. Bell presumed each issue should be addressed individually, then the names of those agencies could be provided. After some question regarding process and guidelines, Ms. Bell clarified that the Finance Department reviews the original applications to make sure it includes all the required documents but evaluating how much an agency should receive is up to the Committee. Ms. Bell explained that the annual report, as part of the application, is a requirement per City Code, and the report must reflect that the funds are being spent in accordance with the guidelines declared in the application. Ms. Bell continued regarding the logo; she stated that its use is considered proof that the Hotel/Motel Discretionary Fund grant is being presented like a sponsor of the organization. Ms. Bell further explained that the wage statement came about to make sure grant funds are being used for projects and not excessive salaries.

**Chair Rogers** asked Mr. Woolf to elaborate on the application process since he, at least in part, helped to form it.

**Mr. Woolf** stated that the application was designed to be easy to complete, and over the last couple of years some things have been added. He stated that requirements in the application are driven by the Committee.

**Ms. Fitzgerald** stated that miscellaneous income/expenses in excess of 10% needed to be detailed due to Generally Accepted Accounting Principles and also to prevent agencies from lumping everything in the miscellaneous category.

**Ms. Carnahan** stated that looking through records to see how an organization spends money on wages and operations gives a good sense of the organization.

**Chair Rogers** elaborated on the use of the City logo. She explained that the old logo was a photo of City Hall, but the logo has been recently changed.



**Ms. Fitzgerald** clarified that since organizations recognize sponsorships, the logo has been used as a way to recognize the Hotel/Motel Discretionary Fund at the same level as a sponsor.

Ms. Bell, addressing the impacts of COVID-19 on the process, explained that 2019 applicants have been given the opportunity to extend their funding into next year. She stated that, typically, funding must be used within the year it was distributed. She clarified that if an organization exercises the option to extend, they would be ineligible to apply in 2020 for 2021 distribution. Ms. Bell stated that \$270,000 in grant funds was disbursed in 2020 but not fully expended, and of the applicants receiving funds in 2020, seven have extended through 2021.

**Ms. Gatewood** asked for clarification on what constitutes an “unbound copy” per the application.

Ms. Bell stated she had not considered the binding of an application in her review. She listed the following items that were considered in her review:

- All questions were addressed
- Signature was included
- Annual Report was submitted
- Proof of use of logo was included
- Financial Statements were included
- Schedule A was completed
- Miscellaneous detail was provided (if applicable)

**Chair Rogers** stated that the folder included with one of the applications is more like a fancy paperclip.

**Ms. Kirstein** pointed out that three of the applicants did not provide a City business license number and that one did not provide a tax ID number.

Ms. Bell explained that those organizations conducting business outside the City limits are not required to have a City business license. She stated that every applicant that is required to have a City business license has one. She further stated that she believes that a missing tax ID number would make an application incomplete. She clarified that the Clay Street Cemetery is considered a Commission of the City of Fairbanks and does not require a tax ID number.

**Chair Rogers** asked Ms. Bell for a review of applications that she deemed ineligible:

1. Fairbanks Curling Club – No annual report
2. Greater Fairbanks Chamber of Commerce – Reported additional income in excess of 10% without explanation/description
3. Junior Dog Mushers of Interior Alaska – Missing tax ID number

She stated that the first two applicants have been through the application process before, and the third is a new applicant.

**Chair Rogers** asked for a motion to remove the three applicants from consideration and have a letter sent to each.

**Ms. Gatewood**, seconded by **Ms. Carnahan**, moved to remove the Fairbanks Curling Club, the Greater Fairbanks Chamber of Commerce, and Junior Dog Mushers of Interior Alaska from consideration and directed that a letter of ineligibility be sent to each.

**Chair Rogers** called for objection, and hearing none, declared the MOTION CARRIED.

### COMMITTEE MEMBER COMMENTS

**Ms. Fitzgerald** expressed that she respects the process.

**Mr. Woolf** said it is tough to eliminate organizations but that he agrees with what the Committee is doing.

**Ms. Kirstein** questioned whether there should be any discussion about the application that was received after the deadline.

**Chair Rogers** stated that because the application was late, it is eliminated from consideration. She indicated that another ineligibility letter would need to be sent.

Ms. Bell clarified that the late application is not reviewed at all.

Deputy Clerk Hebel verified that the application was late and only one copy of the application was received.

**Ms. Fitzgerald**, seconded by **Ms. Gatewood**, moved to remove the late application from eligibility and directed that they also receive an ineligibility letter.

**Chair Rogers** asked for a show of hands of those in agreement with the motion, and that being unanimous, the late application was removed from eligibility.

**Chair Rogers** clarified that there will be a meeting in January to refine the application process.

Clerk Snider interjected that since applicants are eliminated from eligibility if they do not present at the Presentation Meeting, she recommends holding a practice Zoom meetings whereby applicants can ensure that their technology is working properly.

With the Committee in agreement, Clerk Snider explained that the meeting would be held via Zoom webinar. **Chair Rogers** asked if anyone would be presenting in Council Chambers. Clerk Snider stated that in-person attendance would still be an option.

**Ms. Gatewood** asked how awarded amounts would be determined following the presentations.

Ms. Bell explained that Committee members will receive a new spreadsheet excluding those who have been eliminated, and the award is based on an average of the amounts input by evaluators.

**Ms. Gatewood** reiterated the importance of following guidelines. She stated she is looking forward to working more with the Committee.

**Chair Rogers** asked Ms. Bell to clarify what happens with scoring if a panelist has a conflict of interest on an application.

Ms. Bell explained that if a Committee member has a conflict of interest on an application, an average would still be used, but the average would omit the recommendation of the Committee member who has the conflict of interest.

### ADJOURNMENT

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

Chair Rogers called for objection, and hearing none, declared the meeting ADJOURNED at 1:17 p.m.

  
June Rogers, Chair

  
Diana Hebel, Deputy City Clerk I

Transcribed by: DH

# CHENA RIVERFRONT COMMISSION

## MINUTES

June 10, 2020 at 12:00 p.m.

A regular meeting of the Chena Riverfront Commission was held via Zoom Teleconference from the Ester Conference Room, 2nd Floor, Borough Administration Center, 907 Terminal Street, Fairbanks, Alaska. The meeting was called to order at 12:00 p.m. by Buki Wright, Chair.

### **DUE TO TECHNICAL DIFFICULTIES THERE IS NO AUDIO FILE FOR THIS MEETING**

#### A. ROLL CALL

MEMBERS PRESENT: Bob Henszey, Julie Jones, Wade Binkley, Diana Campbell, Annette Freiburger, Kelley Hegarty-Lammers, Brenda Naaktgeboren, Buki Wright and Lee Wood

MEMBERS EXCUSED: Greg Barker and Gordy Schlosser

OTHERS PRESENT: John Nartadus, DOT; Andrew Ackerman, Kellen Spillman, FNSB Department of Community Planning; Brian Charlton, FNSB Parks & Rec and Laura Melotte, FNSB Recording Clerk

#### B. MESSAGES

##### 1. Chairman's Comments

**Commissioner Wright** welcomed back all of the Commissioners and guests as this commission has not met since March.

##### 2. Communications to the Chena Riverfront Commission

None

##### 3. Citizen's Comments

None

##### 4. Disclosure and Statement of Conflict

None

C. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by asterisk (\*) on agenda. Consent Agenda items are not considered separately unless any Historic Commission member or citizen so requests. In the event of such request, the item is returned to the general agenda.

D. \*MINUTES

\*Minutes of March 11, 2020

**MOTION:** Moved by **Commissioner Campbell** seconded by **Commissioner Hegarty-Lammers** that the Agenda and Consent Agenda be approved.

**VOTE:** No objections

**MEETING AGENDA AND CONSENT APPROVED WITHOUT OBJECTION**

E. UNFINISHED BUSINESS

1. Title 17 Amendment: Lots Adjacent to River (Bob Henszey)

**Mr. Spillman** spoke to this item. He referenced a letter with regard to waterway setbacks for lots along the Chena River that Commissioner Henszey had drafted.

**Commissioner Henszey** spoke to the fact that one of the lots within the Chena Landings subdivision had cleared the lot of all vegetation along the riverbank.

**Commissioner Hegarty-Lammers** queried if there was some sort of enforcement option possible within Title 17.

**Mr. Ackerman** commented that if the property is within the boundaries of the City of Fairbanks, it falls under the city's storm water ordinance. He will look into this matter further and report back at the next meeting.

**Commissioner Binkley** clarified that this is not a commercial development but rather a personal residence.

**Mr. Spillman** clarified that this would fall under Title 18 and the Waterway and Setbacks protection designations.

**Mr. Spillman** spoke to the idea of possible changes to Title 18 with regard to this subject. He will work with Commissioner Wright and Commissioner Henszey and report back at a future meeting.

2. Current DOT projects

**John Netardus**, DOT, presented the current list of projects and gave an update. The commission reviewed the list and queried some of the specifics of certain projects.

**Mr. Netardus** commented that the University Avenue bridge over the Chena River will be demolished this fall. A temporary pedestrian footbridge will be constructed over the river for pedestrians and bicyclists.

**Commissioner Jones** apprised the commission of a conversation that she had earlier with Eve at DOT regarding the Chena Riverwalk.

3. CRFC Project List

The commission reviewed its own project list. There were no updates to the list to note.

F. NEW BUSINESS

1. Letter of Support for Graehl Park Bank Stabilization Project

**Brian Charlton**, FNSB Parks & Rec addressed the commission and gave a comprehensive report on this proposed project. He stated that he is hopeful that the commission will provide a letter of support for the project. **Mr. Charlton** provided the commission a draft letter of support for them to review.

A question and answer period followed.

**MOTION:** Moved by **Commissioner Jones** seconded by **Commissioner Hegarty-Lammers** to accept the letter provided by Mr. Charlton in support of this project and to have Vice-Chair Freiburger sign it.

**VOTE:** No objections

2. Letter of Support for Slaterville Park Revitalization Project

**Brian Charlton**, FNSB Parks & Rec addressed the commission and gave a comprehensive report on this proposed project. He stated that he is hopeful that the commission will provide a letter of support for the project. **Mr. Charlton** provided the commission a draft letter of support for them to review.

A question and answer period followed.

**MOTION:** Moved by **Commissioner Jones** seconded by **Commissioner Hegarty-Lammers** to accept the letter provided by Mr. Charlton in support of this project and to have Vice-Chair Freiburger sign it.

**VOTE:** No objections

3. CRFC Logo

**Commissioner Campbell** commented that she has not updated the logo at this time. She will work on this project and report back at the next meeting.

4. CRFC Rules

**Mr. Spillman** addressed the commission with regard to this project. He stated that he will work on revisions to the commission rules with regard to resolutions and letters of support. He will report back on this topic at the next meeting.

**Commissioner Wright** commented that he will attempt to contact Borough Chief of Staff, Jim Williams, with regard to this topic and will report back at the next meeting. **Commissioner Hegarty-Lammers** volunteered to assist Commissioner Wright if needed.

G. EXCUSE FUTURE ABSENCES

None noted.

H. COMMISSIONER'S COMMENTS

None noted.

I. AGENDA SETTING

The commission discussed the agenda items that will be placed on the next agenda.

J. ADJOURNMENT

Moved to adjourn by **Commissioner Hegarty-Lammers**, seconded by **Commissioner Henszey**.

The next meeting will be on July 8, 2020 at 12:00 p.m. There being no further business, the meeting was adjourned at 1:37 p.m.

# CHENA RIVERFRONT COMMISSION

## MINUTES

July 8, 2020 12:00 PM

A regular meeting of the Chena Riverfront Commission was held in the Ester Conference Room, 2nd Floor, Borough Administration Center, 907 Terminal Street, Fairbanks, Alaska. The meeting was called to order at 12:00 p.m. by

### A. ROLL CALL

MEMBERS PRESENT: Wade Binkley, Diana Campbell, Bob Henszey, Julie Jones, Kelley Hegarty-Lammers, Brenda Naaktgeboren, Lee Wood and Buki Wright.

MEMBERS EXCUSED: Gordy Schlosser (excused) and Annette Freiburger

OTHERS PRESENT: Ivet Hall, DOT&PF Project Engineer; John Netardus, ADOT&PF Engineer; Brian Charlton, FNSB Parks & Rec; Don Galligan, FNSB Transportation Planner; Kellen Spillman, FNSB Deputy Director of Community Planning; Eve Karczmarczyk, ZOOM Facilitator and Laura Melotte, FNSB Recording Clerk

### B. MESSAGES

#### 1. Chairman's Comments

**Commissioner Wright** welcomed the commission back in these difficult times.

#### 2. Communications to the Chena Riverfront Commission

#### 3. Citizen's Comments (each person's comments are limited to three (3) minutes)

- i. Agenda items not scheduled for public hearing
- ii. Items other than those appearing on the agenda

#### 4. Disclosure and Statement of Conflict

### C. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by asterisk (\*) on agenda. Consent Agenda items are not considered separately unless any Chena



Riverfront Commission member or citizen so requests. In the event of such request, the item is returned to the general agenda.

D. \*MINUTES

June 10, 2020

**MOTION:** Moved by **Commissioner Hegarty-Lammers** seconded by **Commissioner Wood** that the Agenda and Consent Agenda be approved minus the minutes of June 10, 2020 and moving item F1 to the top of the agenda.

**VOTE:** Motion carried. There were no objections.

**MEETING AGENDA AND CONSENT APPROVED WITHOUT OBJECTION**

E. UNFINISHED BUSINESS

1. Update on Title 17 Amendment: Lots Adjacent to River/FNSB Board & Commission Policy (KS)

**Mr. Spillman** addressed the commission and gave an update with regard to this topic. He stated that he and **Chair Wright** were able to meet with Mayor Ward and Mr. Jim Williams, FNSB Chief of Staff, regarding a letter that was sent to them last year.

**Mr. Spillman** continued that Mayor Ward has requested that the commission hold off on this topic for another couple of months so that he can deal with the COVID-19 concerns at this time.

**Mr. Spillman** commented that for the time being, all essential meeting of boards or commissions will be held in a digital format only.

2. Current DOT projects

**John Netardus**, DOT addressed the commission with an update on current DOT projects as well as provided answers to several questions that were posed at the prior meeting of this commission.

A question and answer period followed. There were no questions.

3. CRFC Project List

The commission reviewed the items on the project list.

**Commissioner Binkley** commented that the River Safety Signage project has been placed on hold since the pandemic hit. He and Mr. Spillman had discussed the project prior to the pandemic but not since. He will report back at a future date when there is something to report.

**Commissioner Wright** queried of Mr. Spillman if he had an update with regard to the Fairbanks Downtown Plan and Street reconstruction. **Mr. Spillman** stated that progress is still being made and a consultant has been brought on board. He will continue to update the commission as needed.

**Commissioner Jones** suggested inviting Aditi Shenoy back to a future meeting to give a report on the elodea issue. **Commissioner Wright** directed Mr. Spillman to follow up with Ms. Shenoy to schedule her for a future meeting.

#### F. NEW BUSINESS

##### 1. Local Planning Authority Approval-Chena Riverwalk Phase 3

**Don Galligan**, FNSB Transportation Planner, addressed the commission and presented a PowerPoint presentation with regard to this item. Mr. Galligan made himself available for questions.

**Kellen Spillman**, Deputy Director of the Department of Community Planning, addressed the commission for further clarification and stated that this is scheduled to go to the Planning Commission on July 28, 2020 and requested that the commission provide an official recommendation to the Planning Commission.

**Commissioner Jones** gave a brief history of the project over the years.

Discussion ensued though speakers were not identified.

**Commissioner Henszey** stated that he has concerns about the project to the north of Pioneer Park. He suggested a layer of soil with willow trees on top of the rip-rap in this area. **Mr. Galligan** deferred to Ms. Hall.

**Commissioner Henszey** stated that he also has concerns about the slope in this area and requested that Ms. Hall speak to this as well.

**Ivet Hall** addressed the commission, gave an update on the project and addressed Mr. Henszey's questions. **Ms. Hall** stated that she will share Mr. Henszey's concerns with Bob Pristash at the City of Fairbanks as he is the designer for this project.

**Ms. Hall** spoke to some of the right-of-way concerns that were expressed at the last meeting.

Further discussion ensued with various ideas for a motion.

**MOTION:** Moved by **Commissioner Henszey** seconded by **Commissioner Campbell** to recommend approval of the Chena River Walk Phase III project as being consistent with the Chena Riverfront Plan as furthering recreation access along the Chena River, consistent with Policy 6, Objective B. The Chena Riverfront Commission would also like DOT and the City of Fairbanks to consider minimizing rip-rap and/or planting natural vegetation on top of soil placed over the rip-rap, similar to original plans for the riverbank adjacent to the Chena Bingo Development.

**VOTE:** Motion Carried. There were no objections.

2. CRFC Logo

This item was tabled to the next meeting as Commissioner Campbell had to leave the meeting early.

G. COMMISSIONER'S COMMENTS

None of the commissioners had closing comments.

H. EXCUSE FUTURE ABSENCES

**Commissioner Binkley** commented that he may not be available for the August meeting. He will let Ms. Melotte know.

I. AGENDA SETTING

J. ADJOURNMENT

Moved to adjourn by **Commissioner Hegarty-Lammers**, seconded by **Commissioner Binkley**.

The next meeting will be on August 26, 2020 at 12:00 p.m. There being no further business, the meeting was adjourned at 1:36 p.m.

# CHENA RIVERFRONT COMMISSION

## MINUTES

**AUGUST 26, 2020 12:00 PM**

A regular meeting of the Chena Riverfront Commission was held via Zoom hosted from the Mona Lisa Drexler Assembly Chambers at the Borough Administration Center, 907 Terminal Street, Fairbanks, Alaska. The meeting was called to order at 12:00 p.m. by Buki Wright, Chair.

### A. ROLL CALL

MEMBERS PRESENT: Greg Barker, Wade Binkley, Annette Frieburger, Bob Henszey, Lee Wood and Buki Wright.

MEMBERS EXCUSED: Gordy Schlosser, Brenda Naaktgeboren and Kelley Hegarty-Lammers

OTHERS PRESENT: Chick Wallace, Jeanne Yoder, Pat Sheehan, Joe Sheehan, Brian Charlton, FNSB Parks & Rec; John Netardus, DOT; Kellen Spillman, Community Planning Deputy Director; Nancy Durham, FNSB Floodplain Manager

### B. MESSAGES

#### 1. Chairman's Comments

**Chair Wright** accepted Commissioner Hegarty-Lammers' letter of resignation effective immediately. **Chair Wright** will write a Letter of Appreciation for Commissioner Hegarty-Lammers.

#### 2. Communications to the Chena Riverfront Commission

None

#### 3. Citizen's Comments

None

#### 4. Disclosure and Statement of Conflict

None

### C. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by asterisk (\*) on agenda. Consent Agenda items are not considered separately unless any Historic Commission member or citizen so requests. In the event of such request, the item is returned to the general agenda.

D. \*MINUTES

\*Minutes of June 10, 2020 and July 8, 2020

**MOTION:** Moved by **Commissioner Freiburger** seconded by **Commissioner Henszey** that the Agenda and Consent Agenda be approved to include the minutes of June 10, 2020 and July 8, 2020 with no objection.

**VOTE:** No objections

**MEETING AGENDA AND CONSENT APPROVED WITHOUT OBJECTION**

E. UNFINISHED BUSINESS

1. Current DOT Projects

**John Netardus**, DOT, addressed the commission and gave an update to current projects within the buffer zone of the Chena River. A question and answer period followed.

2. CRFC Project List – Safety Signage

The commission discussed the CRFC Project List. **Commissioner Binkley** commented that with the current COVID-19 issues, he has not been able to work on this particular list topic. This item will be discussed at a future meeting.

3. CRFC Logo

**Commissioner Campbell** was not in attendance therefore unable to give an update on this agenda item. This item will be placed on a future agenda.

4. Update on Planning Commission Action for Local Planning Authority Approval- Chena Riverwalk Phase 3

**Mr. Spillman** reported that the Planning Commission unanimously approved this project at their recent meeting. He further commented that this commissions concerns were communicated to the Planning Commission and were considered in their decision.

**Don Galligan**, FNSB Transportation Planner, further commented that one of this commissions concerns, placing soil and plantings in the rip-rap will be done according to City of Fairbanks Engineer Bob Pristash.

**Mr. Galligan** estimated that the time of construction is set for 2022 but that is dependent upon cleaning up existing right-of-way issues.

F. NEW BUSINESS

1. Cowles Street Local Planning Authority

**Don Galligan**, FNSB Transportation Planner, addressed the commission with regard to this agenda item and gave a brief but comprehensive overview of the project. A question and answer period followed.

**Chair Wright** queried how the right-of-way issues related with this project effect the river. **Mr. Galligan** replied that it doesn't. However, this project will be utilizing the existing drain system which drains into the Chena River.

The commission questioned who is responsible for clearing debris from storm drains. **Ms. Durham** responded that any concerns for the storm drains should be directed to Andrew Ackerman at the City of Fairbanks.

2. One Riverview Plaza Condominium Association – Request for Support for purchase of riverfront land.

**Chick Wallace**, President of the condominium association, addressed the commission and gave a brief overview of why they are requesting a letter of support.

**Chair Wright** queried what the condo association plans to do with the property should they be allowed to purchase the property. Mr. Wallace replied that they do not want to do anything to the property other than maintain the greenspace that it currently is now.

**Mr. Wallace** clarified that the condominium association cleared and seeded the parcel and now they also maintain the property at their expense.

Further discussion ensued.

**Commissioner Henszey** commented that he would be reluctant to let borough land go without putting some sort of waterway setback condition in the transaction as well as adding some sort of natural vegetation along the shoreline. **Commissioner Wood** concurred.

**Jeanne Yoder**, condo association member, commented that she has not seen any erosion in this area in 20 years.

**Joe Sheehan**, condo association member, provided clarification regarding this property and its' history.

**Ms. Durham** commented that a water setback or water protection is not possible without a rezone.

Further discussion ensued with regard to the sale of the property.

**Commissioner Wood** and **Commissioner Henszey** spoke to the need for vegetation along the waterline to promote fish habitats.

**Chair Wright** commented that the property adjacent downstream has an issue with homeless people and that by leaving the property cleared may help mitigate the issue.

**Mr. Spillman** commented that borough staff has not taken a position on this request. This was a request made by the condominium association.

**Brian Charlton**, FNSB Parks & Rec, stated that he is not sure if Parks & Rec has taken a position on this parcel in the past.

**Commissioner Wood** questioned what was the potential for some sort of public land use or park for the parcel. **Mr. Wallace** responded that that strip of land gets very wet in the spring and may not be suitable for public use.

**Pat Sheehan**, condominium association member, commented that the area adjacent and down river from this parcel sees a lot of unwanted and unsavory activity during the summer months.

**Commissioner Freiburger** queried if there were any plans to develop the property. **Mr. Wallace** responded that the condo association has no plans to develop the property.

**Commissioner Binkley** commented that he would support this request. The condo association has, for 20+ years, been good stewards to the riverbank. He added that perhaps grass to the riverbank is not the most ideal vegetation for fish habitat but also feels that the borough is not going to go back and add vegetation at this time. He stated that he is supportive of this request.

**MOTION:** Moved by **Commissioner Henszey** seconded by **Commissioner Wood** to extend the meeting for 15 minutes.

**VOTE:** No objections

**Commissioner Freiburger** stated that she needs to leave the meeting at this time as she has another commitment.

**Commissioner Henszey** stated that he is not opposed to the sale of the property but would like to see vegetation along the riverbank. He suggested having another discussion at the next meeting as this sale does not seem to be time sensitive.

**Mr. Wallace** concurred that this is not time sensitive and that they just want to get the issue resolved.

**Commissioner Wood** and **Commissioner Henszey** stated that they would like to see this item added to the next meeting agenda for further discussion.

The item will be added to the next meeting agenda.

G. EXCUSE FUTURE ABSENCES

No future absences were announced.

H. COMMISSIONER'S COMMENTS

**Commissioner Henszey** commented that he is not opposed to this request, he would just like to see some sort of waterway setback in the sale to protect the streambank.

**Commissioner Wood** commented that "No Action" should be considered as well.

**Commissioner Binkley** stated that he is looking forward to the next meeting to continue the discussion.

**Commissioner Barker** commented that his employer will be starting construction of the Wendell Street Bridge in about 3 weeks. He will provide additional information at the next meeting.

**Chair Wright** commented that he thought the discussion regarding the sale of the borough property went well.

H. AGENDA SETTING

The commission discussed and set the agenda for the next meeting of the CRFC.

I. ADJOURNMENT



Moved to adjourn by **Commissioner Henszey**, seconded by **Commissioner Wood**.

The next meeting will be on October 20, 2020 at 12:00 p.m. There being no further business, the meeting was adjourned at 1:45 p.m.

# HISTORIC PRESERVATION COMMISSION

## MINUTES

February 24, 2020

A regular meeting of the Historic Preservation Commission was held in the Chizmar Room, 1st Floor, Borough Administrative Center, 907 Terminal Street, Fairbanks, Alaska. The meeting was called to order at 5:30 p.m. by Molly Proue, Chair.

MEMBERS PRESENT: Martin Gutoski, Matthew Reckard, Patricia Peirsol, Amy Viltrakis, Kirsten Freeman and Molly Proue

MEMBERS EXCUSED: Brenda Sadler

OTHERS PRESENT: Melissa Kellner, FNSB Planner; Kristina Heredia, FNSB Planner and Laura Melotte, FNSB Recording Clerk

A. ROLL CALL

B. MESSAGES

1. Chairman's Comments

**Commissioner Proue** announced that the Alaska Anthropological Association is holding their annual meeting this week in Fairbanks. She provided information to the commission on how to register to attend.

2. Staff's Comments

**Ms. Kellner** welcomed new commission member Kirsten Freeman to the commission.

**Ms. Heredia** announced that she will be attending the SHPO training in Anchorage on April 21, 2020. Additionally, she announced that there is funding available for up to two (2) commission members to attend, airfare and registration included.

3. Citizen's Comments

None

4. Disclosure and Statement of Conflict

**Commissioner Proue** stated that she is not able to participate in any DOT related projects or decisions as she is employed by DOT.

C. \*MINUTES

\*Minutes of January 13, 2020

D. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by asterisk (\*) on agenda. Consent Agenda items are not considered separately unless any Historic Commission member or citizen so requests. In the event of such request, the item is returned to the general agenda.

**MOTION:** Moved by **Commissioner Peirsol**, seconded by **Commissioner Gutoski** to amend / reorder the agenda putting item E4 to the end of Unfinished Business and accepting the minutes of January 13, 2020.

**VOTE:** No objections

**MEETING AGENDA AND CONSENT APPROVED WITHOUT OBJECTION**

E. UNFINISHED BUSINESS

1. Friends of the SS Nenana grant application and letter of support

**Commissioner Proue** commented that the commission had discussed writing a letter of support for the Friends of the SS Nenana group to utilize in grant applications denoting the commissions' support of their cause. **Commissioners Peirsol** and **Gutoski** were to draft the letter and bring it back for the commission to review.

**Commissioner Peirsol** commented that she was not able to complete the task but that Commissioner Gutoski did draft the letter.

**Commissioner Proue** requested that the letter be sent to her when complete so that she can sign it and forward it to Ms. Heredia.

2. Bailey Bridge

**Commissioner Peirsol** that the bridge is still intact and it is anticipated that work will begin soon. This item will remain on the agenda for next month.

3. Prioritization List

The commission reviewed the prioritization list.

**Commissioner Proue** reported that she did draft a “blurb” to commemorate the demolition of the Masonic Temple. She requested that the commission review the document and forward any changes or suggestions to her. She will make said revisions and forward the document to Ms. Heredia.

Further brainstorming ensued with regard to commemorating the anniversary of the demolition.

**Commissioner Peirsol** stated that the historic sign has been removed. She will contact the owner and find out where the sign is.

Revisions to the list were discussed to eliminate duplication of topics. Ms. Heredia will make the noted revisions and send it out to the commission in advance of the next meeting.

#### 4. Section 106 Projects

**Commissioner Proue** recused herself from this agenda item and passed the gavel to Commissioner Peirsol.

The commission reviewed the Birch Hill Cemetary Section 106 project that was submitted for review. The commission decided to review the documents further before making comments.

The commission reviewed the Northern Region ADA improvements project.

The commission reviewed the Wendell Avenue Bridge project. **Ms. Kellner** stated that this appears to be a bureaucratic technicality and suggested the commission respond “No Action”.

**Commissioner Peirsol** handed the gavel back to Commissioner Proue.

#### 5. Ordinance 2019-034 on telephonic participation

**Commissioner Proue** stated that she did draft a letter with regard to this item. She further commented that the Chena Riverfront Commission did not meet in January or February and that the desire of this commission was to submit letters from both commissions at the same time.

There was no further action on this topic. The item will remain on the agenda for the next meeting.

#### 6. Capital Improvement Program (CIP) project review

**Ms. Kellner** reported on this topic. She stated that the Assembly has held their public hearing meeting. They passed their resolution encouraging renovation

and a roof for the Nenana.

Subsequently, a technical committee rated the projects that went through the CIP.

**Ms. Kellner** reported that the project that was specifically a cover was scored and it ranked #23 of 64 projects. **Ms. Kellner** reported that the restoration project was scored and was rated #36 of 64 projects.

**Ms. Kellner** described the process for scoring nominated projects.

**Commissioner Reckard** commented that he has concerns with the scoring process and stated his reasons. He requested to know what information was submitted to the Assembly for consideration.

**Commissioner Peirsol** requested to see the documents that the technical committee scored.

**Commissioner Reckard** queried if it would be possible to ask the administration for a list of what they think the public safety issues are.

It was determined that the commission will review the scoring sheets and what information was provided for review in the scoring process before requesting any additional information. **Ms. Heredia** was directed to obtain this information and forward the information to the commission prior to the next meeting.

#### 7. Historically Significant zoning overlay and historic districts

**Ms. Kellner** addressed the commission. She stated that since the last meeting she met with borough staff twice to find out if the existing language is in borough code under Title 4 and Title 18.

Title 4 is what creates this commission and describes the duties and responsibilities. It also describes the make-up of the commission, terms and other things about the commission itself. It also includes historic district criteria, nomination of historic sites. Under "Duties" of the Historic Preservation Commission, Title 4 describes the authority of the commission to review projects on historic structures. This is where that authority is noted.

Title 18 describes the historically significant designation which is an overlay in the zoning code.

Further discussion ensued with regard to this topic.

**Ms. Kellner** clarified that the borough and the commission have the authority to enforce preservation of historic properties but not the building code within

the City of Fairbanks.

**Ms. Kellner** reported on how historic districts are established. She stated that it would not fall under a spot zone as spot zones are illegal. Additionally, overlay designations are not typically applied on a parcel-by-parcel basis. A historic overlay is typically applied on a district basis. A series of contiguous lots that all have historic significance to them. The whole district would get the overlay.

**Commissioner Proue** spoke to the fact that within National Register criteria, there is a Dis-contiguous District designation. She queried if this was an option. **Ms. Kellner** stated that the zoning department discussed this but still see it as a spot zone.

**Ms. Kellner** suggested starting with contiguous districts before taking on dis-contiguous properties. **Commissioner Proue** suggested Pioneer Park.

Further discussion ensued with regard to overlays.

**Commissioner Proue** suggested that this item be added to the next agenda for further discussion.

8. Pioneer Park nomination to the National Register

**Ms. Kellner** updated the commission with regard to this topic. She stated that she reached out to SHPO to find out what the next steps are and what the process is.

She further commented that as the SHPO office is down more than 50% of their staff, they are not moving on any nominations until they are fully staffed.

This item will remain on the agenda for the next meeting.

F. NEW BUSINESS

None

G. CORRESPONDENCE

**Ms. Heredia** commented that she will be out of the office the first two weeks of March.

**Ms. Kellner** reminded the commission to check their calendars with regard to attending the training that was mentioned earlier in Anchorage.

H. COMMISSIONER'S COMMENTS

**Commissioner Reckard** commented on some magnificent bridges that he saw while on vacation.

**Commissioner Villtrakis** had no comment.

**Commissioner Peirsol** commented regarding training that the Parks Service will be doing training in the spring. The training will be on the SS Nenana and/or other sites or buildings in the park. They may also consider the work on the library.

**Commissioner Gutoski** welcomed Commissioner Freeman to the commission.

**Commissioner Freeman** commented that she will be presenting on Friday at the Anthropology meeting that was announced earlier. She will be presenting at the session on Cold War and World War II sites.

I. AGENDA SETTING

Agenda items were set for the next meeting.

J. ADJOURNMENT

The next meeting will be on March 16, 2020 at 5:30 p.m. There being no further business, the meeting was adjourned at 8:00 p.m.

# HISTORIC PRESERVATION COMMISSION

## MINUTES

June 16, 2020

A regular meeting of the Historic Preservation Commission was held via Zoom from the Juanita Helms Administrative Center, 907 Terminal Street, Fairbanks, Alaska. The meeting was called to order at 5:30 p.m. by Molly Proue, Chair.

MEMBERS PRESENT: Kirsten Freeman, Patty Peirsol, Amy Viltrakis, Martin Gutoski and Molly Proue

MEMBERS EXCUSED: Matt Reckard

OTHERS PRESENT: Laura Minski, FNSB Parks & Recreation; Darrell Lewis, National Park Service; Trish Schmidt, Friends of the SS Nenana; Melissa Kellner, FNSB Staff Representative; Kristina Heredia, FNSB Staff Representative; Laura Melotte, FNSB

A. ROLL CALL

B. MESSAGES

1. Chairman's Comments

**Chair Proue** welcomed the commission back to the virtual meeting. She reminded the commissioners to remain in "Mute" status unless speaking.

2. Staff's Comments

**Ms. Heredia** announced that at this time all meetings for July and August will be held for essential commissions only and that the HPC is not considered an essential commission and will not be holding meetings during these months. In the event of an emergency, this could change.

**Ms. Heredia** conveyed that the Cultural Resource Group met but FNSB staff was unable to attend. There are minutes in the correspondence portion of the packet from the fall meeting of this Group for review. Additionally the Tanana Yukon Historical Society is requesting nominations and additional information regarding this topic are in the correspondence portion of the packet.

In conclusion, **Ms. Heredia** commented that information regarding the Masonic Temple is also in the correspondence portion of the packet.

3. Citizen's Comments



None

4. Disclosure and Statement of Conflict

**Chair Proue** reiterated that she is unable to participate in any DOT projects as she is employed by the State of Alaska.

C. \*MINUTES

\*Approval of the February 24, 2020 meeting minutes.

D. APPROVAL OF AGENDA AND CONSENT AGENDA

**Chair Proue** suggested re-ordering the agenda to accommodate the guests at the meeting this evening. This would make item "F1" first on the agenda and item "F2" the second item on the agenda.

Approval of Consent Agenda passes all routine items indicated by asterisk (\*) on agenda. Consent Agenda items are not considered separately unless any Historic Commission member or citizen so requests. In the event of such request, the item is returned to the general agenda.

**MOTION:** Moved by **Commissioner Peirsol**, seconded by **Commissioner Gutoski** that the Agenda and Consent Agenda be approved as amended.

**VOTE:** Five (5) in Favor  
Zero (0) Opposed

**MEETING AGENDA AND CONSENT APPROVED WITHOUT OBJECTION**

E. UNFINISHED BUSINESS

1. Updates on topics on the HPC Priorities List

**Chair Proue** commented that she is very excited to be involved not only with the FNSB Parks & Rec project as well as the National Park Service lesson plan as community outreach is important to her.

**Commissioner Peirsol** stated that she does not have anything new to report with regard to Demolition Permits and Tax Exemptions.

**Commissioner Peirsol** queried if the State Historic Preservation Office has been able to hire additional staff to assist with the nomination of Pioneer Park.

**Ms. Kellner** stated that she has not heard anything other than they are working from home for the foreseeable future.

**Chair Proue** commented that there is currently a hiring freeze across the state.

**Commissioner Peirsol** queried if the CIP letter of support was sent. **Ms. Kellner** confirmed that it was.

**Commissioner Peirsol** queried if the commission was going to be able to see the scoring sheets for the CIP. **Ms. Kellner** stated that she did contact the Mayors' office about sharing the scoring sheets and was told that they are not available for sharing.

Further discussion ensued with regard to requests that Commissioner Reckard made previously.

**Commissioner Peirsol** commented that she has nothing to add with regard to Historic District.

**Commissioner Peirsol** stated that with regard to the Masonic Temple, she spoke to Harold Grotsma and he has not been able to ascertain where the historic sign and the columns are.

**Commissioner Peirsol** commented that she believes the Bailey Bridge is located on Badger Road at the site where they are sandblasting it.

The commission discussed topics on the Project List further. There was nothing new to report.

With regard to Education and Outreach, **Commissioner Viltrakis** reported that she has been working with several high school students on a documentary on the Salcha Community. The documentary is airing throughout the month of June on PBS.

2. Bailey Bridge update

**Commissioner Peirsol** addressed this topic earlier in the meeting under the Project List.

3. Ordinance 2019-034 on telephonic participation

**Ms. Kellner** commented that a new ordinance (Ordinance 2020-12) approved by the Assembly in March temporarily suspending a lot of the code regarding telephonic participation. Said ordinance will remain in effect as long as the emergency declaration is in effect or until November of 2020.

**Ms. Kellner** will update the commission as things change with regard to this topic.

The commission further discussed this topic but no action was taken.

4. Capital Improvement Program (CIP) update

**Ms. Kellner** gave a brief update with regard to this topic. She stated that the CIP as a whole is tentatively on the Assembly for public hearing on June 25, 2020.

F. NEW BUSINESS

1. Request for Letter of Support for Slaterville Park Revitalization Project (FNSB Parks & Rec staff)

**Ms. Kellner** commented that FNSB Parks & Rec is requesting a letter of support for this project.

**Laura Minski**, FNSB Parks & Rec, addressed the commission and gave an in-depth presentation with regard to this project.

**Chair Proue** commented that she is very supportive of this request.

**Ms. Minski** added that a draft letter has been provided for the commission to use if it so desires.

**Commissioner Peirsol** queried if an RFP has been prepared to find a consultant to do the design work. **Ms. Minski** responded that they have not issued an RFP because if they do not get the funding, they would have to re-evaluate the scope of this project. **Ms. Minski** further added that the support of this commission would make the application more competitive to show that it has support from the community.

**Commissioner Peirsol** queried what the deadline is for this application. **Ms. Minski** stated that the deadline is Friday, June 19, 2020.

**Chair Proue** suggested that the commission make a motion to accept the provided draft letter and submit it in support of this application.

**MOTION:** Moved by **Commissioner Peirsol**, seconded by **Commissioner Viltrakis** to accept the draft letter in support of this project, have Chair Proue sign it and forward the letter to Parks & Rec.

**VOTE:** Five (5) in Favor  
Zero (0) Opposed

2. Teaching with Historic Places lesson plan for the Nenana (Darrell Lewis, National Park Service)

**Darrell Lewis**, National Park Service, addressed the commission with regard to this item and gave a brief overview of this lesson plan. He requested help from the commission with developing this lesson plan further.

**Chair Proue** stated that several members of this commission may be interested in assisting based on their knowledge and career backgrounds. She stated that she would be happy to help with the mapping aspect of the project.

**Trish Schmidt**, SS Nenana stated that she would like to provide Mr. Lewis with several articles regarding the history of the SS Nenana. They agreed to work together to get these articles to Mr. Lewis.

**Commissioner Peirsol** commented that she is supportive of this project and enthusiastic about it.

**Commissioner Gutoski** commented regarding a video that was produced about the diorama.

**Ms. Kellner** queried what the timeline was for producing the lesson plan. **Mr. Lewis** responded that he would like to have a draft done by the end of summer.

**Commissioner Peirsol** questioned what age group this lesson plan is geared for. Mr. Lewis responded that it is targeting middle and high school aged students.

**Commissioner Viltrakis** stated that this plan could be simplified further for elementary school aged children.

It was decided that **Ms. Kellner** will provide contact information directly to Mr. Lewis of those who expressed interest in this project.

3. Closure of the National Archives and Records Administration facility in Seattle

**Ms. Kellner** stated that at an earlier HPC meeting the commission expressed the desire to send a letter voicing your disappointment in closing of this facility.

**Chair Proue** commented that she isn't sure what a letter of disappointment would accomplish.

**Chair Proue** passed the gavel to **Vice-Chair Peirsol** to preside over the commission for the next agenda item.

4. Section 106 Projects

a. Airport Way/Steese Expressway Interchange

**Ms. Heredia** addressed the commission with regard to this topic and described the scope of work for this project.

**Commissioner Peirsol** queried if staff had looked to see if the properties were eligible for the National Register. **Ms. Heredia** commented that she has not reached a different determination that what SHPO and the DOT found.

**MOTION:** Moved by **Commissioner Freeman**, seconded by **Commissioner Viltrakis** to direct Ms. Heredia to respond "No Comment".

**VOTE:** Five (5) in Favor  
Zero (0) Opposed

**Vice-Chair Peirsol** returned the gavel to **Chair Proue**.

5. Ordinance 2020-12, An Emergency Ordinance temporarily authorizing the suspension and/or modification of various sections of the FNSB Code of Ordinances regarding public meetings and participation in order to ensure the health, safety and welfare of our community during a state-declared public health emergency.

**Ms. Kellner** commented that she discussed this topic earlier in the agenda and had nothing additional to add.

**Chair Proue** queried if it is possible for one commissioner to work on a project, provide the work to staff for distribution to the commission and then get feedback on the work as a decision of the commission. **Ms. Nelson** stated that this commission cannot make decisions by e-mail. A meeting would have to be held.

Further discussion ensued with regard to the reasons/purpose behind this ordinance.

G. CORRESPONDENCE

**Ms. Heredia** and **Ms. Kellner** had nothing additional to add to this topic that was not discussed earlier in the meeting.

**Ms. Heredia** reiterated her comments from earlier in the meeting regarding correspondence items.

**Commissioner Peirsol** expressed interest in attending the Cultural Resources Group meetings. **Ms. Heredia** stated that she will have Commissioner Peirsol's name added to the invite list.

H. COMMISSIONER'S COMMENTS

**Commissioner Viltrakis** had no comments.

**Commissioner Freeman** had no comments.

**Commissioner Gutoski** had no comments.

**Commissioner Peirsol** had no comments.

**Trish Schmidt** gave several updates with regards to the lease with FNSB for the SS Nenana.

**Chair Proue** thanked the commission and staff for their hard work.

I. AGENDA SETTING

The commission discussed topics that they would like to see on the next agenda.

J. ADJOURNMENT

**MOTION:** Moved by **Commissioner Peirsol**, seconded by **Commissioner Viltrakis** to adjourn.

**VOTE:** Five (5) in Favor  
Zero (0) Opposed

There being no further business, the meeting was adjourned at 7:30 p.m.

# HISTORIC PRESERVATION COMMISSION

## MINUTES

September 21, 2020

A regular meeting of the Historic Preservation Commission was held via Zoom from the Juanita Helms Administration Center, 907 Terminal Street, Fairbanks, Alaska. The meeting was called to order at 5:30 p.m. by Molly Proue, Chair.

MEMBERS PRESENT: Martin Gutoski, Matthew Reckard, Patricia Peirsol, Kirsten Freeman and Molly Proue

MEMBERS EXCUSED: Amy Viltrakis

OTHERS PRESENT: Mary Zalar, Trish Schmidt, Jeannie Creamer Dalton, David Bredlie, FNSB Public Works Director; Laura Minski, FNSB Parks & Rec; Melissa Kellner, FNSB Staff Representative; Kristina Heredia, FNSB Staff Representative and Laura Melotte, FNSB Recording Clerk

### THE AUDIO FOR THIS MEETING FAILED AND/OR WAS NOT AUDIBLE WE APOLOGIZE FOR THE INCONVENIENCE

A. ROLL CALL

B. MESSAGES

1. Chairman's Comments

**Chair Proue** welcomed the commission back and hoped all are doing well during these difficult times.

2. Staff's Comments

**Ms. Kellner** reminded the commission that there is still a vacant seat on this body for the North Pole area. She suggested that commissioner get the word out if they know someone who may be interested in serving.

**Ms. Kellner** apprised the commission that only essential meetings are being held currently due to COVID-19. As of this date, the only date available in October is the 20<sup>th</sup>. She polled the commission to see if it is possible to meet on said date. The commission agreed to meet on October 20, 2020.



3. Citizen's Comments

**Mary Zalar**, member of the public, spoke to the commission regarding Creamers Dairy and expressed her support of the Friends of Creamers organization.

**Jeannie Creamer Dalton** spoke to the commission regarding Friends of the SS Nenana and their ongoing project. She suggested that Ms. Schmidt give a more in-depth update.

**Trish Schmidt** gave a comprehensive report of the status of the SS Nenana to date and the work that the Friends of the SS Nenana group has done to date.

4. Disclosure and Statement of Conflict

**Chair Proue** reminded the commission that as a DOT employee she is not able to participate in any DOT related projects.

C. \*MINUTES

\*Approval of the June 16, 2020 meeting minutes.

D. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by asterisk (\*) on agenda. Consent Agenda items are not considered separately unless any commission member or citizen so requests. In the event of such request, the item is returned to the general agenda.

**MOTION:** Moved by **Commissioner Gutoski**, seconded by **Commissioner Reckard** that the Agenda and Consent Agenda be re-ordered to address item "E2" first and to include the minutes of June 16, 2020.

**VOTE:** No objections

**MEETING AGENDA AND CONSENT APPROVED WITHOUT OBJECTION**

E. UNFINISHED BUSINESS

1. Updates on topics on the HPC Priorities List

**Chair Proue** stated that she did not have anything to report with regard to the projects that she is responsible for.

**Commissioner Peirsol** expressed concern regarding getting Pioneer Park on the National Registry, otherwise she did not have anything else to report with regard to the projects that she is responsible for.

Ms. Kellner stated that she did not have anything to report regarding the vacancies at the SHPO.

## 2. CIP and the SS Nenana

**David Bredlie**, Public Works Director, addressed the commission and gave a general overview of this project and spoke to the appropriating ordinance which passed at the Assembly on Aug 13, 2020. The ordinance included funding for the SS Nenana Restoration Phase I. The project will now need to go through the RFP process to hire a [REDACTED].

**Chair Proue** queried if it was possible for the HPC to be involved in the RFP process. **Mr. Bredlie** commented that he is not certain if the HPC could be involved in the RFP process but perhaps in other aspects of the project.

Commissioner Reckard suggested that the HPC be involved with the grant writing process and made the four (4) following recommendations regarding standards:

- All work be completed to the Secretarys Standards
- Any contractor for this project include key personnel qualified under the Secretarys professional qualifications
- Include an HPC member as a liaison with project staff
- The HPC have an opportunity to review RFP proposals before release.

Further discussion ensued with regard to this agenda item.

**MOTION:** Moved by **Commissioner Gutoski**, seconded by **Commissioner Peirsol** to forward to the Mayors office the four (4) conditions as discussed.

**VOTE:** No objections

## 3. Update from the Friends of the SS Nenana

**Trish Schmidt** reported on possible grant funding opportunities that Friends of the SS Nenana are pursuing. She will keep the commission apprised as things develop in the future.

4. Bailey Bridge update

**Commissioner Peirsol** provided an update on the progress of this project. She stated that she is not certain if the bridge has made it to its final destination with the land trust. She further commented that she is pleased at the way this has worked out.

The commission discussed ideas to thank the contractor for all that they have done. This will be discussed further at the next meeting.

5. Slaterville Park Revitalization Project

**Ms. Kellner** addressed the commission and apprised them that the funding that Parks & Rec was hoping to obtain for this project had fallen through. She extended a thank you from Laura Minski at Parks & Rec for the commissions willingness to provide a Letter of Support for this purpose.

F. NEW BUSINESS

1. Teaching with Historic Places lesson plan for the Nenana

**Ms. Kellner** reported that Darrrell Lewis is leaving the Park Service and Janet Clemons will be replacing him.

**Commissioner Peirsol** suggested leaving this item on the agenda for a possible update from Commissioner Viltrakis.

2. Grant opportunity: National Trust for Historic Preservation

**Ms. Kellner** addressed the commission and reported on a grant opportunity from the National Trust for Historic Preservation. However, the timeline is extremely short and she suggested that the HPC not pursue at this time.

**Commissioner Peirsol** commented that this might be a great opportunity for "Teaching with Historic Places lesson plan for the Nenana".

The HPC will discuss this further at a future meeting.

3. Anchorage Local Landmark Register ordinance

**Chair Proue** commented regarding this item and stated that the public comment period ended August 31, 2020.

**Ms. Kellner** reported on this item and stated that she has reached out to Christine Bonnell for further information.

This item will be added to the agenda for the next meeting for further discussion.

4. Section 106 Projects

**Ms. Kellner** addressed the commission with regard to this agenda item. She stated that Tom Gamza will be leaving his current position and will become the Statewide Cultural Specialist. At this time, the new contact will be Holly McKinney.

The HPC reviewed the Section 106 documents. **Ms. Heredia** commented that most of the projects for review in the packet were for cell tower sites and that she did all of the permitting for these cell tower requests. She stated that no action needed to be taken.

**Chair Proue** passed the gavel to Vice-Chair Peirsol for the Section 106 Review of 5<sup>th</sup> Avenue reconstruction.

**Ms. Heredia** spoke to a Section 106 Review for the reconstruction of 5<sup>th</sup> Avenue between Cowles Street and Noble Street. Further discussion ensued.

**MOTION:** Moved by **Commissioner Reckard**, seconded by **Commissioner Gutoski** to respond to the State of Alaska "No Comment" on this particular review.

**VOTE:** No objections

**Vice-Chair Peirsol** returned the gavel to Chair Proue for the next Section 106 Review.

**Ms. Heredia** spoke to a Section 106 Review for two buildings on Ft. Wainwright. She stated that she concurs with the findings of the State. Further

discussion ensued.

**MOTION:** Moved by **Commissioner Proue**, seconded by **Commissioner Peirsol** to respond to the State of Alaska that the HPC concurs with the findings of the State.

**VOTE:** No objections

**Commissioner Reckard** suggested combining both concurrences into one correspondence to the State.

G. CORRESPONDENCE

Tanana Valley Railroad ROW inquiry from Tom Gamza

**Ms. Kellner** updated the commission with regard to this topic.

**Commissioner Gutoski** expanded on the information that Ms. Kellner provided.

H. COMMISSIONER'S COMMENTS

**Commissioner Reckard** commented regarding taxes increasing on a property he is restoring.

**Commissioner Peirsol** commented that she would like to be more involved in the Cultural Resources meetings in the future. Ms. Heredia will make sure that she received the invites.

**Commissioner Gutoski** did not have comments.

**Commissioner Freeman** did not have comments.

I. AGENDA SETTING

The commission discussed items from this agenda that they would like to see on the agenda for the October 20, 2020 HPC meeting.

J. ADJOURNMENT

The next meeting will be on October 20, 2020 at 5:30 p.m. There being no further business, the meeting was adjourned at 8:00 p.m.

# HISTORIC PRESERVATION COMMISSION

## MINUTES

October 20, 2020

A regular meeting of the Historic Preservation Commission was held in the Mona Lisa Drexler Assembly Chambers at the Juanita Helms Administration Center, 907 TERMINAL STREET, Fairbanks, Alaska. The meeting was called to order at 5:30 p.m. by Molly Proue.

MEMBERS PRESENT: Molly Proue Kirsten Freeman  
Matthew Reckard Patricia Peirsol  
Amy Viltrakis Martin Gutoski

MEMBERS EXCUSED: None

OTHERS PRESENT: Melissa Kellner, FNSB Staff Representative  
Kristina Heredia, FNSB Staff Representative  
Patricia Schmidt, Friends of the SS Nenana  
Jeannie Creamer-Dalton, Friends of the SS Nenana  
Alexis Fackeldey, FNSB Trainee Clerk  
Laura Melotte, FNSB Clerk

A. ROLL CALL

B. MESSAGES

1. Chairman's Comments

**Chair Proue** announced Amy Viltrakis and the Salcha Historical Society were recognized with the Elva R Scott Local Historical Society award from the Alaska Historical Society.

2. Staff's Comments

**Ms. Kellner** stated that the Mayor's recent memo regarding the upcoming repairs to the SS Nenana and an email from Patty Piersol with photos and the latest info on the Bailey bridge had been distributed to the HPC this afternoon and will be part of the packet. Ms. Kellner also announced that the Cultural Resources Group on Fort Wainwright would not be meeting in the fall and would meet again in the spring. She also mentioned the need for changing the dates of future meetings.

3. Citizen's Comments

None

C. \*MINUTES

**Ms. Peirsol** suggested amendments clarifying the minutes of September 21, 2020.

D. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by asterisk (\*) on agenda. Consent Agenda items are not considered separately unless any Historic Commission member or citizen so requests. In the event of such request, the item is returned to the general agenda.

**MOTION:** Moved by **Ms. Peirsol**, seconded by **Ms. Viltrakis** that the Agenda and Consent Agenda be approved to include the minutes of September 21, 2020 as amended.

**Motion Passed  
Six in Favor/Zero Opposed**

E. UNFINISHED BUSINESS

1. Updates on topics on the HPC Priorities List  
**Chair Proue** stated she had not had time to follow up.
2. CIP and the SS Nenana  
Appointing member to RFP Review Committee

**MOTION:** Moved by **Ms. Peirsol**, seconded by **Mr. Reckard** that Molly Proue be appointed as HPC representative for the RFP Process.

**Motion Passed  
No Objection**

3. Update from the Friends of the SS Nenana

**Patricia Schmidt** commented on the restoration of the SS Nenana.  
**Jeanie Creamer-Dalton** thanked the commission for its help and support.  
**Mr. Reckard** discussed the USKH report from 2009, a previous 5 year plan to restore the SS Nenana, and the state of the SS Nenana moving forward.

4. Bailey Bridge update

**Ms. Peirsol** updated the commission on the state of the Bailey Bridge Construction and she stated the wish to honor the contractor Brian with an official thank you letter on FNSB letterhead. Ms. Peirsol will be writing the

letter. This was agreed to by the rest of the commission.

F. NEW BUSINESS

1. **Ms. Viltrakis** updated the commission on the Historic Places Lesson Plan.
2. **Ms. Kellner** inquired of Commissioner availability for a new standing meeting day: fourth Monday (time to remain at 5:30). Everyone agreed that the new date would fit into their schedules.
3. Amendment to Fort Wainwright's programmatic agreement  
The Amendment's contents were discussed and it was agreed upon that the Commission would be signing the amended agreement.

**MOTION:** Moved by **Mr. Reckard**, seconded by **Ms. Viltrakis** that the Commission sign as a concurring party on the programmatic agreement amendment.

**Motion Passed**  
**Six in Favor/Zero Opposed**

4. Section 106 Projects

**Kristina Heredia** presented a Section 106 review request for a communications tower at 3410 Laurance Road to the commission.

**MOTION:** Moved by **Ms. Viltrakis**, seconded by **Ms. Freeman** that the Commission will not reply to this application.

**Motion Passed**  
**No objection**

G. COMMISSIONER'S COMMENTS

**Ms. Peirsol** congratulated Ms. Viltrakis on the award received by the Salcha Historical Society and also wished to congratulate the Friends of the SS Nenana on the awarding of their grant.

H. AGENDA SETTING

The commission discussed the agenda and set items to move forward into the next meeting.

I. ADJOURNMENT

Moved to adjourn by **Mr. Reckard**, seconded by **Ms. Peirsol**. No objections.


The next meeting is tentatively scheduled for November 23, 2020 at 5:30 p.m. There being no further business, the meeting was adjourned at 7:13 p.m.



*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: January 6, 2021

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There is a vacancy in Seat F of the Building Code and Landscape Review and Appeals Commission. I hereby request your concurrence to the following **appointment**:

Seat F                      David Hayden                      Term to Expire: December 31, 2024

Mr. Hayden's application and resume 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**

DAVID

First Name

HAYDEN

Last Name

[Redacted]

Email Address

**Mailing Address**

[Redacted]

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

Yes

[Redacted]

Primary Phone

[Redacted]

Alternate Phone

**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 been an architect in Fairbanks for 27 years. Over that time, I have worked on hundreds of projects for private and public entities. The last 16 years I have been representing private individuals and companies as their architect. I am in a unique position to educate my clients on the code and would like to influence writing local code amendments that address our local climate and business concerns.

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

Please see attached bio and resume

[20-12-13\\_city\\_bio\\_and\\_resume.pdf](#)

Upload a Resume

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

State of Alaska licensed architect 2003-2020

## David Hayden Bio

David Hayden is a local architect for his firm, L64 Design. He has been practicing in Fairbanks for 27 years and concentrates on residential and commercial projects. He is currently on the board of the Downtown Association of Fairbanks and is a past board member of the Alaska Design Forum. He is a strong advocate for promoting design in buildings and city planning. His private projects give him unique insight into the local construction industry and business climate. He lives downtown with his family and enjoys white water kayaking, mountain biking and all types of skiing.

### Relevant Experience:

Bachelor of Architecture University of Oregon Magna Cum Laude graduated 1993

State of Alaska licensed architect 2003-2020

Charles Bettisworth and Co. 1993-2004 intern to architect

L64 Design President and architect

Downtown Association of Fairbanks Board member 2010-2020

Alaska Design Forum Board Member 1998-2018


Chamber of Commerce Appointed Board Member 2020

Previous member of the landscape Review board 2010?

*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: January 6, 2021

---

The five-year term of Mr. Spencer Damschroder on the Building Code and Landscape Review and Appeals Commission expired on December 31, 2020. Mr. Damschroder has applied to continue serving on the Commission.

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

Alternate Member    Spencer Damschroder    Term to Expire: December 31, 2025

Mr. Damschroder's application is attached.

Thank you.

dds/



City of Fairbanks, Alaska


# Building Code & Landscape Review & Appeals Commission

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### **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**

Spencer

First Name

Damschroder

Last Name

Email Address

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

No

Primary Phone

Alternate Phone

**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 share my 40 years of construction experience in an effort to benefit the community.

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

I moved to the Fairbanks area in 1986 and have been here since. Carpenter's Local 1243 member since 1988 and active in the construction industry for over 40 years. I started my own construction company in 2019.

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

Union Carpenter (Local 1243), Construction business owner