



FAIRBANKS CITY COUNCIL
AGENDA NO. 2021-03
REGULAR MEETING – FEBRUARY 8, 2021
MEETING WILL BE HELD VIA ZOOM WEBINAR AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

WORK SESSION

5:30 p.m. – Joint Hazard Mitigation Plan (Draft)

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 January 11, 2021

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
3483	Fairbanks Curling Club	Beverage Dispensary	Fairbanks Curling Club, Inc.	1962 2nd Avenue
3282	Sam's Club #6603	Package Store	Sam's West, Inc.	48 College Road
3687	Thai House Restaurant	Restaurant/ Eating Place	Boonchoo, Inc.	412 5th Avenue

- b) The Fairbanks City Council will consider its protest of the following liquor license transfer following a request by the applicant:

License Type: Beverage Dispensary, License #4547
 D.B.A.: Ethos Brewing Company
 Licensee/Applicant: Humble Roots, LLC
 Physical Location: 314 Wendell Avenue, Fairbanks, Alaska
 From: McCoy's Underground / North Star Dining, LLC
 Location: 636 28th Avenue, Suite 2

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- *a) 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. First Reading of this Ordinance was POSTPONED from the Regular Meeting of November 23, 2020.

12. NEW BUSINESS

- *a) Resolution No. 4953 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Homeland Security for the FFY2020 Assistance to Firefighters Grant (AFG). Introduced by Mayor Matherly.
- *b) Resolution No. 4954 – A Resolution Authorizing a Payment in Lieu of Taxes Agreement with the Interior Regional Housing Authority. Introduced by Mayor Matherly.
- *c) Ordinance No. 6148 – 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.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Permanent Fund Review Board Meeting Minutes of October 21, 2020
- *b) Hotel/Motel Discretionary Fund Committee Meeting Minutes of December 21, 2020

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, JANUARY 11, 2021
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date, following a 5:45 p.m. Work Session on the 5th Avenue Construction Project, 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
June Rogers, Seat B (remotely)
Valerie Therrien, Seat C
Aaron Gibson, Seat D
Lonny Marney, Seat E
Jim Clark, Seat F

Absent: None

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

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 introduced the newest member of the City Clerk's Office, Rochelle Rodak, Deputy City Clerk.

CITIZENS' COMMENTS

Brian Beal, 1737 University Avenue, #G-43, Fairbanks – Mr. Beal thanked the Mayor for the help provided by the City through the CARES Act when he was in need and for the wonderful staff he encountered in the process. He encouraged the City to consider providing more funding as it becomes available and to bear in mind all people and places these funds could be allocated to better serve the community. Mr. Beal mentioned that the flags were being flown at half-staff in light of the situation that had occurred at the Nation's capital the previous week. He was discouraged that more entities were not following the same protocol. Mr. Beal announced his intent to apply for the Chief of Police position. He ended by stating that Fairbanks is a neat and dynamic community and repeated his request that the City keep in mind all factions and opportunities to help everyone with the next round of Federal funding.

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

Kim Lee, Fairbanks – Ms. Lee thanked the Council for allowing her to speak. She expressed her concern regarding how the COVID-19 situation has been handled. She stated that as a mother of small children, she has been frustrated that all normal indoor activities for children have been closed and unavailable. She continued by stating that the children are suffering due to the lack of socialization. Ms. Lee requested that any future guidelines or mandates be more specific and related to personal accountability. She gave examples of how she has avoided people in at-risk groups and how the safety needs of her family are vastly different than those of the at-risk population. Ms. Lee went on to say that the blanket statement has not been very effectual and expressed her frustration with the library being closed during the entire pandemic. She acknowledged that the library operations were not part of the City Council's umbrella of responsibility but asked that they use their voice to affect change and provide suggestions to the Borough Mayor and the Governor on how to move forward with specific, nuanced guidance in regards to the COVID-19 pandemic. Ms. Lee gave examples of her family in Japan and the response that Japan has taken towards the pandemic such as a 95% mask wearing rate with less widespread infection of COVID-19. She stated that the current blanket statement is based on individualist ideas and should have a more societal focus. Ms. Lee stated that it has been a year of mandates and closures, and people are tired of being told they cannot go places or do things, especially when the situation does not necessarily apply to them.

Mayor Matherly asked Ms. Lee if she had spoken with the Borough and clarified that there are currently no mandates of any kind within the Borough or the City of Fairbanks. He went on to state that individual business may have their own rules, and neither he nor the Borough Mayor are comfortable telling business owners how to operate. **Mayor Matherly** stated that he does encourage social distancing and mask wearing but that is the extent of his guidance. He went on to state he would call Ms. Lee the next day to hopefully provide more information. Ms. Lee stated that she has spoken to Assembly members and Legislative members at the State and Federal level but has received very little cooperation. She stated she was aware of the lack of mandates in place, but again expressed her concern that places of public assembly are closed. She addressed the specific problems these closures create with people like her who have small children. Ms. Lee stated that she asked the library director about the plan moving forward but has received no real answer.

Mr. Clark thanked Ms. Lee for calling and acknowledged her representation of many families in Fairbanks. He asked if she had been following the Children’s Museum updates and their reopening. Ms. Lee stated that she does not follow social media, but she has called the museum in the past.

There being no more public comment, **Mayor Matherly** declared Citizens’ Comments closed.

APPROVAL OF AGENDA AND CONSENT AGENDA

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

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

City Clerk Danyielle Snider read the Consent Agenda into the record.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

a) Regular Meeting Minutes of November 23, 2020

APPROVED on the CONSENT AGENDA.

b) Regular Meeting Minutes of December 7, 2020

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

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

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/ Eating Place	SOBA, LLC	535 2nd Avenue, Suite 106

Mr. Gibson, seconded by **Mr. Clark**, 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 called on Acting Police Chief Rick Sweet to speak on both applications for renewal. AC Sweet stated that most calls received for the Brown Jug were burglary alarm calls; however, most of them were not burglaries in progress. He continued by stating that the owners had not provided a person of contact, as required, to eliminate the need for an officer to respond.

He added that since that time, an updated list has been provided by the management. AC Sweet clarified that, aside from the burglary calls, there had been three thefts from the store. He stated that the store compliance with checking identification is very strict, and when individuals had provided identification that stated they were unable to purchase alcohol, the business has been very quick to report it. AC Sweet said that the Brown Jug was likely the most compliant with the reporting process and that he had no issues with the approval of their renewal.

AC Sweet went on to discuss the application for renewal provided by SOBA, LLC. He stated that most of the calls are trespass/unwanted calls as well as one theft. He clarified that this is for the entire co-op area, and there were only two calls made directly from SOBA. AC Sweet went on to say that these were calls made on behalf of individuals in the co-op that needed assistance and that he did not have any concerns regarding their application.

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

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Matherly wished everyone a Happy New Year. He spoke to Ms. Lee's comments and added that he believes many people are feeling her frustration. He stated that he takes her situation very seriously. **Mayor Matherly** indicated that he will be calling her the next day and stated that he has spent a great deal of time talking to the public and other elected officials. He pointed out that the City has no jurisdiction over the Borough or the State, although he has expressed his opinion to the Governor on multiple occasions. He added that he has been in communication with the Governor's office as it pertains to reopening plans and rolling out of the vaccine. He went on to thank Fire Chief Tod Chambers for staying on top of the vaccine situation and keeping everyone updated. **Mayor Matherly** shared that he had a great meeting with the former director of the Rescue Mission, Rodney Gaskins, who brought forth some ideas for diversity and inclusion training opportunities for the City. He indicated that this training will be made available to City employees and Council members. **Mayor Matherly** shared that the Fairbanks Diversity Council (FDC) meeting would be held the following evening and that Mr. Gaskins may be present, as well as City Attorney Paul Ewers to talk about the Open Meetings Act (OMA). He added that the Police Chief hiring process will also be an item of discussion and reminded the Council that the position is currently open to external candidates. **Mayor Matherly** thanked the Council for their hard work and ability to work cooperatively as a body and with the public. He added that the time spent responding to the many calls, complaints, or comments from the citizens is consuming, but very needed work. He went on to recognize Ms. Kun's efforts to remember those who may be suffering from depression or have thoughts of suicide. He encouraged everyone to watch out for warning signs and added that the seclusion caused by COVID has taken its toll on a lot of people. He encouraged everyone to reach out to their friends and loved ones. **Mayor Matherly** asked that everyone continue to wear masks and practice social distancing when they are out and about and expressed his gratitude for all the masks he has seen in use. He ended by welcoming Rochelle Rodak as the newest member of the Clerk's Office.

COUNCIL MEMBERS' COMMENTS

Ms. Rogers thanked the Mayor for his response to Ms. Lee and his promise to call her the next day. She seconded Mayor Matherly on his belief that it is important for everyone to work together, not only the City staff and Council members, but also with those who bring their thoughts and ideas to the City. **Ms. Rogers** thanked the Mayor for his mask reminder and the importance of mentioning the positivity around working together to protect each other. She recognized Mr. Marney and his newly acquired position as Chair of the Hotel/Motel Discretionary Fund Committee and thanked the Council for their support of the Committee. She stated that the fund has been helping organizations in Fairbanks for many years now. **Ms. Rogers** recognized Mr. Gaskins for his years of hard work and dependability.

Ms. Kun thanked Mr. Beal and Ms. Lee for their comments and insight into the CARES Act funding and for sharing about their personal hardships during this pandemic.

Ms. Therrien stated that she will mention Ms. Lee's concerns to the Borough and ask for comment when she meets with the Assembly on Thursday.

Mr. Clark thanked Ms. Therrien for her offer and seconded Ms. Kun's comments.

Mr. Marney thanked Ms. Rogers for her vote of confidence and stated that he has big shoes to fill following her leadership with the Hotel/Motel Discretionary Fund Committee. He also extended his welcome to Ms. Rodak. **Mr. Marney** went on to suggest that Ms. Lee look into local churches for possible alternative activities for her children.

Mr. Gibson stated that he has twin four-year old children and could appreciate the situation that Ms. Lee and her family are in. He continued by saying that the Children's Museum did open on January 5th by appointment only. He shared that the museum had added some really great exhibits and encouraged Ms. Lee to look into it for her children.

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.

Mr. Gibson, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6146.

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

Mayor Matherly stated that the process for negotiations for the IBEW contract opened in February of 2020. He proceeded to go through the step-by-step process for all labor negotiations as outlined in the City Code. He stated that there had been thirteen formal negotiation meetings, as well as six Executive Sessions with the Council. He stated that the Executive Sessions served as an opportunity for the Council to be updated on negotiations and to give direction on how the

negotiating team should proceed. **Mayor Matherly** shared his pride in the Executive Session presentations, mentioning the PowerPoint presentations that had been prepared for the Council to keep them up to date on the negotiation progress. He quoted FGC Sec. 42-2(b)(5) which states, “The mayor may not offer or tentatively agree to any economic proposal that substantially deviates from the monetary limits provided by the council without seeking further guidance from the council.” He went on to state that the contract did not substantially deviate from the guidance provided by the Council. **Mayor Matherly** stated that per code requirements, Council members were also provided with a PowerPoint and a hardcopy version of all proposed changes along with a fiscal note prepared by the City Chief Financial Officer (CFO). He continued by saying that all Code requirements had been met, and the contents of the proposed contract met the intent of the Council as well as the fiscal requirements given by the Council. He added that time had been provided to the Council to ask questions and that he had encouraged the Council to do so. **Mayor Matherly** pointed out that, aside from Executive Sessions and public meetings, the negotiating team had not received any outside questions or feedback from the Council. He added that it was important to note that non-voting members of the Finance Committee may not have been given all of the details of the negotiations, nor would it have been appropriate for them to have access to the Executive Session content. He went on to say that two of the non-voting members have provided comment that the fiscal note provided by the CFO was inaccurate. **Mayor Matherly** made it clear that he would defend the integrity of his staff and that he had full confidence in the fiscal note created and provided by the City’s CFO. He made clear his disappointment in comments made without full knowledge of the process and how those comments could damage the credibility of the CFO and the City. He added that a more appropriate response to concerns about the fiscal note would be to inquire as to the process of how the fiscal note was prepared. **Mayor Matherly** stated that the three priorities of negotiations were taxpayer money, the strategic goals of the City, and the wellbeing and retention of employees. He went on to state that the responsibility of the negotiating team was to present the tentatively agreed contract lest they be viewed in bad faith, resulting in mediation or litigation. He reminded the Council of a time several years ago when the contract was being negotiated and the Council Chambers was full of employees and their family members wanting to speak to the Council. **Mayor Matherly** stated his concern that after a year of negotiations, the Council may not back up the tentatively agreed contract that had been based on regular direction by the Council every step of the way. He expressed his fear that negative action by the Council would damage the credibility of the negotiating team severely enough that he would have no choice but to appoint a new one. **Mayor Matherly** stated that the tentatively agreed upon contracts were originally given to the Council on December 14, 2020 so that the Council would have a full four weeks to review, approximately twice the amount of time that normally occurs in the same process. He clarified that these negotiations have been lengthy and was saddened by the newspaper article that insinuated it had been a rushed process. He asked for Chief of Staff Mike Meeks to provide his staff report.

Mr. Meeks shared his pleasure at coming to a tentative agreement with both labor contracts by the end of the year, as was the goal of the Council. He shared the fiscal highlights of the three-year IBEW contract: a 1.5% increase (CPI) over three years with a portion directed towards healthcare; modified per diem rates to apply to all travel; added a leave cap; and added a one-time bonus not to exceed \$1,500.00 funded by salary savings. Mr. Meeks addressed the specific concerns raised at the last Finance Committee meeting relating to the bonus. He reminded the Council that it was with its direction during Executive Session that this item was added to the contract and that the letter from the two Finance Committee Members stating that it would be

difficult to determine the bonuses is not true. He stated that he and the negotiating team had met with the CFO and the Union to make sure the intent and process were clear and would not cause problems and confusion in the future. He added that there are two vacant positions currently within the IBEW. He said that the letter also addressed the exempt staff, stating their salaries typically mirror that of the bargained employees. Mr. Meeks clarified that this negotiation process was very careful in making sure the exempt staff did not get included in the rank and file of the IBEW employees. Mr. Meeks reminded the Council of their independent decision for exempt staff based on information provided by the CFO, of which Mr. Meeks and other exempt staff were not privy to the conversation. He made it clear that the language within the tentatively agreed contract did not include exempt staff.

Mr. Gibson stated that he had some concerns about part of the contract, particularly with the bonuses. He stated his issue was not around the methodology of the bonus but in the way it could be manipulated by future administrations. He added that he has heard comments from citizens stating that the private industry does not hand out bonuses of this type and asking why the government should. He ended by saying that he believed this to be a bigger issue going forward.

Mr. Marney expressed his support of the contract aside from the bonuses. He shared that he had been volunteering weekly to hand out food boxes across the street. He added that Fairbanks is hurting and people are living in cars and maxing out credit cards to buy groceries. He shared that one citizen told him that his truck had been impounded, and in order to afford the impound fees, he could not afford to buy food for the week. He ended by expressing his support for the raise but said he would not be in support of the bonuses.

Mayor Matherly shared his frustration that the concerns mentioned had not been provided to the negotiating team prior to this meeting. He added that at this point the contract will be voted on in its entirety, and he encouraged the Council to reach out with their concerns prior to voting in the future. **Mayor Matherly** reminded the Council that the bonuses are in the contract because the IBEW is behind the other unions, and the bonuses were a more cost-effective way to catch them up.

Mr. Clark recognized the Mayor's frustrations but asked that the new members be given some leeway to see things in hindsight. He indicated that some of the items are not exactly what they believed them to be in initial discussions. He ended by saying that he has concerns.

Ms. Therrien stated that the Council has spent a lot of time on the contract, and while the new Council members had not been present for all of the Executive Sessions, the Council did give direction to the administration and the negotiating team. She stated that in the past there have been a lot of problems with union contracts; however, the only issue at hand with the current contract is with the bonuses, which are completely dependent on money being leftover at the end of the year. She stated that was added at the direction of the Council. She ended by stating that it was important for the employees to feel supported by the Council and that she would be supporting this contract.

Ms. Kun stated that the bonus is clearly laid out in Section E stating it is only good for the current three-year contract and is not intended to become a past practice for future contracts. She added that the contract is very clear and transparent in regard to when the bonus will be issued and how it will be funded. She emphasized that the bonuses can only be issued based on salary

savings from IBEW vacant positions. **Ms. Kun** shared her experience when she first joined the Council, when they were in the middle of terrible negotiations with the IBEW. She encouraged the new Council members to trust their fellow members as she did when she started and to ask a lot of questions of the CFO and Chief of Staff. She went on to say that there has been ample time for Council members to have these conversations, and it would be unfair to the employees to continue to drag the negotiations out. **Ms. Kun** stated that she would be supporting the contract. While acknowledging the other members' concerns, she asked them to have faith in what has been written into the contract.

Mr. Meeks reminded the Council of where the idea of bonuses came from. He stated the original presentation included a spreadsheet that showed the IBEW behind the curve of the other unions over a 10-year time period. He added that even with the 1.5% increase the IBEW would still be significantly behind the other contracts. He stated that the Council discussed giving a higher percentage increase, but it was determined that a bonus was more cost-effective, and it would only occur if there were salary savings available to do so. He stated that savings, including salary savings, are typically reserved to put towards Capital, and the Mayor views employees as Capital.

Mr. Clark recognized the process in which the bonus discussion started but felt that the COVID-19 pandemic changed the situation. He stated that given the circumstances of the year it does not make sense.

Ms. Therrien stated that when she joined the City Council, she did not understand why bonuses would be issued in lieu of a salary increase; however, she soon understood that salary increases compound over the years while a bonus does not. She added that the Council has given bonuses to various bargaining units in the past with the intent to encourage people to stay with the City.

Mr. Meeks shared the various groups that had received bonuses in the past. He added that bonuses tend to treat everyone equally more than a percentage raise based on existing salary.

Mr. Gibson asked about the protocol for moving funds from salaries to training.

Ms. Bell explained that if the funds were being moved within the same department, it would only require the Mayor's approval. She stated that if funds were being moved from a department account into salaries, it would need Council approval.

Mr. Gibson pointed out that when one department has a vacancy, their salary savings would be divided up among all IBEW employees per the bonus, even if some of those employees did not experience the extra work associated with being short-staffed.

Mr. Meeks stated that past practice has shown cooperation between departments in helping those who may be short-staffed or experiencing an extra heavy workload.

Mr. Marney made clear that he supports the City staff and the IBEW; however, given the current financial climate, he did not feel it would be appropriate to issue bonuses while the taxpayers and small businesses were suffering.

Mayor Matherly stated that he understood Mr. Marney’s perspective; however, the contract that was negotiated included the Council’s guidance throughout the COVID-19 pandemic. He added that the bonus was intended to save the City money over the long run.

Ms. Therrien, seconded by **Ms. Kun**, moved to SUBSTITUTE the attachment to Ordinance No. 6146 with the cleaned-up version of the Collective Bargaining Agreement (CBA).

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO 6146 AS FOLLOWS:

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

Mayor Matherly declared the MOTION FAILED.

- 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.

Ms. Rogers, seconded by **Mr. Gibson**, moved to ADOPT Ordinance No. 6147.

Mayor Matherly stated that the contract before the Council began its negotiations on January 7, 2020 with the decision to split the PSEA contract into two contracts. He added that the PSEA negotiations included six formal meetings, multiple informal meetings, and six Executive Sessions where the Council had been updated and provided direction on how the negotiating team should proceed. **Mayor Matherly** asked the Council to postpone the contract indefinitely so that the newly discovered issues could be rectified. He stated that if the Council postponed, the contract would be brought back to the Council in February. He asked Mr. Meeks to provide a report.

Mr. Meeks reiterated that the contract was completely new and that the items within were a new concept for the City, particularly how the command structure would be treated under an exempt status. He stated, however, that the wording in the contract was not made as clear as it should be, leaving room for interpretation as non-exempt positions. Mr. Meeks stated that he has been working with HR to ensure that the job descriptions are clear in the intent of the exempt status. He reminded the Council that the 105% leave cash out had been removed, but it had only been removed in one portion of the contract and remained in another section. He added that it was the police officers on the team that located the mistake and brought it to his attention. Mr. Meeks stated that their good faith actions goes to show the strong relationship the administration has with the bargaining units. He added that there were more mistakes being found, and it would be best to regroup and work out the language.

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

Ms. Therrien, seconded by **Ms. Kun**, moved to POSTPONE INDEFINITELY Ordinance No. 6147.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE INDEFINITELY ORDINANCE NO 6147 AS FOLLOWS:

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

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.

APPROVED on the CONSENT AGENDA

- 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.

APPROVED on the CONSENT AGENDA

DISCUSSION ITEMS

- a) Committee Reports

Ms. Kun did not have anything to report.

Ms. Therrien shared that the Legislative Committee had rescheduled their meeting to ensure all could attend, and the new time was set for January 20, 2021 at 5:00 p.m. She added that she had been appointed to the Legislative Committee for the Alaska Municipal League (AML) as well. **Ms. Therrien** mentioned the pre-filed legislation that had been sent out by the City Clerk and noted that out of the 100 bills filed, 38 were important to the AML, including one related to public safety and police reform education and revenue measures. She added that the other bills were related to local control issues or proposed additional costs to municipalities. She stated that the AML Legislative Committee would be meeting the next day and again on Thursday at 1:00 pm on fiscal property. She stated they will also meet on Friday at 1:00 pm to determine calls for action and legislative priorities. **Ms. Therrien** encouraged the Council, particularly the new members, to listen in if they were able. She added that the Council would be having a Work Session with the Permanent Fund Review Board before the next regular Council meeting and invited Council members to join the board meeting that afternoon at 3:00 p.m. in Council Chambers.

Mr. Clark did not have anything to report but expressed interest in attending the Permanent Fund meeting.

Mr. Marney shared that he would be attending his first Hotel/Motel Discretionary Fund Committee meeting as Chair. He added that the purpose of the meeting was to discuss the results of the grant application process and what the future might bring.

Mr. Gibson stated that he did not have any committee reports but asked if the Permanent Fund Meeting was a public meeting and if all Council members could attend. City Clerk Snider affirmed that it was a public meeting.

Ms. Rogers stated that there would be a Fairbanks Diversity Council meeting the next day.

WRITTEN COMMUNICATIONS TO COUNCIL

- a) Memorandum Regarding Date of Hearing, Abatement at 33 Timberland Drive

City Clerk Snider stated that the Abatement Code requires that the City Clerk present to the Council the charges for the abatement for the purpose of setting a hearing date. She recommended that the Council set the hearing for February to give ample time for notice to the owner, who does not live in the United States.

Ms. Therrien, seconded by **Mr. Gibson**, moved to hold the abatement hearing during the Regular City Council Meeting on February 22, 2021.

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

- b) Hotel/Motel Discretionary Fund Committee Meeting Minutes of November 16, 2020

ACCEPTED on the CONSENT AGENDA

- c) Chena Riverfront Commission Meeting Minutes of June 10, 2020

ACCEPTED on the CONSENT AGENDA

- d) Chena Riverfront Commission Meeting Minutes of July 8, 2020

ACCEPTED on the CONSENT AGENDA

- e) Chena Riverfront Commission Meeting Minutes of August 26, 2020

ACCEPTED on the CONSENT AGENDA

- f) Historic Preservation Commission Meeting Minutes of February 24, 2020

ACCEPTED on the CONSENT AGENDA

- g) Historic Preservation Commission Meeting Minutes of June 16, 2020

ACCEPTED on the CONSENT AGENDA

h) Historic Preservation Commission Meeting Minutes of September 21, 2020

ACCEPTED on the CONSENT AGENDA

i) Historic Preservation Commission Meeting Minutes of October 20, 2020

ACCEPTED on the CONSENT AGENDA

j) Appointment to the Building Code and Landscape Review and Appeals Commission

APPROVED on the CONSENT AGENDA

k) Reappointment to the Building Code and Landscape Review and Appeals Commission

APPROVED on the CONSENT AGENDA

COUNCIL MEMBERS' COMMENTS

Ms. Rogers stated that the meeting's discussion had been very lengthy and interesting and that it may be necessary to have more elaboration on some topics so that there is a better understanding among the Council. She stated that she was unsure on the best way to communicate in order for the entire Council to feel comfortable with the process, and she mentioned that doing homework on discussion items is a very important part of the process. She shared that she had observed City staff supporting each other as Mr. Meeks had mentioned, such as donating leave time so that employees who face illness did not have the stress of a missed paycheck. She added that this act is something she had not noticed in any other organization and that it bears recognition.

Mr. Gibson stated that his decision to not support the IBEW contract was not the same as not supporting the employees. He stated he believed his concerns were legitimate and that he looked forward to working with the negotiating team to come up with something better for the employees.

Mr. Marney shared Mr. Gibson's thoughts and hoped that the City would be able to find a better way to make everyone happy.

Mr. Clark did not have any comments.

Ms. Therrien shared her disappointment with the failure of the IBEW Collective Bargaining Agreement. She stated that the staff had presented all the information during Executive Sessions and the negotiating team followed the instruction of the Council, and still the Council did not approve the ordinance. She reiterated her disappointment and expressed hope that moving forward, Council members would mention their concerns during the Executive Sessions and give clear direction to the administration. She stated she felt that the concerns regarding the bonuses should have been discussed during the Executive Sessions, and she expected that IBEW employees would be very disappointed that the contract had not passed.

Ms. Kun gave a land acknowledgement. She spoke about Brian Sicknick, a New Jersey National Guardsman who died performing law enforcement duties at the Capitol, along with Howard

Liebengood, another Capitol police officer who was killed during the incident. She stated that she believed the community of Fairbanks to not be so divided and that those types of acts would not happen in the Fairbanks community; however, after witnessing the events of last Tuesday the wool had been pulled from her eyes. She requested that everyone try to get along a little better so that those types of things do not happen locally. **Ms. Kun** mentioned Mr. Gaskins and the NCBI training that the Mayor had mentioned earlier. She stated that she had participated in the training before, and she respected the approach of getting to know one another and realizing that underneath it all, everyone is very similar. She added that breaking down communication barriers that make people different is what is needed to help everyone get along more amicably. She reminded the Council that using kind words, being inclusive, and treating everyone equally is important. **Ms. Kun** expressed her thanks to the Dispatchers for all they do. She stated that the first responders deserve accolades for all the difficulties they face and the important role they play in the community. She concluded by providing the text and toll-free number for those who are suffering with thoughts of suicide: 741-741 and (800) 273-8255.

ADJOURNMENT

Ms. Rogers, seconded by **Ms. Kun**, moved to ADJOURN the meeting.

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

Mayor Matherly declared the meeting adjourned at 8:05 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR



800 Cushman Street
Fairbanks, AK 99701

Telephone (907)459-6702
Fax (907)459-6710

MEMORANDUM

TO: Mayor Matherly and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Liquor License Renewals

DATE: February 1, 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
3483	Fairbanks Curling Club	Beverage Dispensary	Fairbanks Curling Club, Inc.	1962 2nd Avenue
3282	Sam's Club #6603	Package Store	Sam's West, Inc.	48 College Road
3687	Thai House Restaurant	Restaurant/ Eating Place	BoonChoo, Inc.	412 5th Avenue

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

You may wonder why the Sam's Club package store license is included as a renewal since Sam's Club is no longer operating locally. The license is still considered active, although they have not operated. They can still apply for waivers of operation and keep the license "alive" unless and until the ABC Board denies their waiver.

Per the Council's request, the Police Department has included a call report for the locations listed. Please note that the call report for 48 College Road is not relevant to the Sam's Club package store license. 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
FAIRBANKS CURLING CLUB 1962 SECOND AVENUE

01/12/2020 - 01/10/2021

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	11/21/2020 02:59	AOA - NON URGENT -	1962 SECOND AVE	O53	NRP	11/21/2020 04:16:48
20004232	11/12/2020 18:40	SI - FOLLOW-UP	1962 SECOND AVE	O9	RPT	11/12/2020 18:52:53
	* 08/13/2020 12:41	ALARM OTHER -	1962 SECOND AVE	O7	FAB	08/13/2020 12:56:29
20002606	07/29/2020 09:04	SI - FOLLOW-UP	1962 SECOND AVE	O9	RPT	07/29/2020 09:17:17
	05/06/2020 01:57	SI - FIELD CONTACT	1962 SECOND AVE	O34	NRP	05/06/2020 02:04:50
20000933	04/24/2020 12:43	SI - FOLLOW-UP	1962 SECOND AVE	O54	NRP	04/24/2020 12:49:37

Total Number of Events Listed: 6

CITY OF FAIRBANKS PUBLIC SAFETY

48 COLLEGE RD

01/12/2020 - 01/10/2021

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	01/04/2021 14:30	MVC - NO INJURIES -	48 COLLEGE RD	DESK	NRP	01/04/2021 15:47:54
	12/24/2020 14:23	REDDI	48 COLLEGE RD	DESK	NRP	12/24/2020 14:54:49
	12/21/2020 18:21	MVC - NO INJURIES -	48 COLLEGE RD	DESK	NRP	12/21/2020 18:41:21
	12/07/2020 17:03	PAST HIT & RUN -	48 COLLEGE RD	DESK	NRP	12/07/2020 17:38:49
	11/30/2020 11:30	PAST DISTURBANCE -	48 COLLEGE RD	O55	NRP	11/30/2020 11:51:16
	* 11/28/2020 16:13	TRESPASS/UNWANTE	48 COLLEGE RD	O9	NRP	11/28/2020 16:32:50
	11/24/2020 00:16	ALARM	48 COLLEGE RD	O54	FAB	11/24/2020 00:40:55
	11/23/2020 11:36	DRUGS - USE -	48 COLLEGE RD	O56	NRP	11/23/2020 11:59:59
	11/15/2020 16:00	SI - ADMIN	48 COLLEGE RD	O53	NRP	11/15/2020 18:07:38
	* 11/09/2020 12:31	TRESPASS/UNWANTE	48 COLLEGE RD	L2	NRP	11/09/2020 12:57:22
20004206	11/06/2020 16:57	PAST HIT & RUN -	48 COLLEGE RD	O7	RPT	11/06/2020 19:32:07
	10/31/2020 16:49	SI - PUBLIC	48 COLLEGE RD	L1	NRP	10/31/2020 17:11:59
20004076	10/28/2020 21:07	MVC - UNK INJURIES -	48 COLLEGE RD	O41	RPT	10/28/2020 22:45:10
	10/27/2020 10:19	HITRUN - NO/MINOR	48 COLLEGE RD	O2	NRP	10/27/2020 12:16:46
20003901	* 10/17/2020 14:15	PAST THEFT - BRAVO	48 COLLEGE RD	DESK	RPT	10/17/2020 17:16:45
	09/30/2020 12:47	PAST HIT & RUN -	48 COLLEGE RD	DESK	NRP	09/30/2020 12:50:27
	* 09/12/2020 00:26	ALARM BURGLARY -	48 COLLEGE RD	O58	FAB	09/12/2020 00:39:02
	* 08/16/2020 13:02	TRESPASS/UNWANTE	48 COLLEGE RD	O58	NRP	08/16/2020 13:19:39
	* 08/14/2020 17:21	TRESPASS/UNWANTE	48 COLLEGE RD	O50	NRP	08/14/2020 17:40:30
	08/06/2020 12:31	WELFARE CHECK	48 COLLEGE RD	O9	NRP	08/06/2020 12:49:31
	* 07/30/2020 01:47	ALARM BURGLARY -	48 COLLEGE RD	O19	FAB	07/30/2020 02:03:36
	* 07/14/2020 00:26	ALARM BURGLARY -	48 COLLEGE RD	O34	FAB	07/14/2020 01:06:47
	07/07/2020 19:19	OFFICER ADVICE	48 COLLEGE RD	O2	NRP	07/07/2020 21:17:22
	06/26/2020 19:24	PAST HIT & RUN -	48 COLLEGE RD	O41	NRP	06/26/2020 20:05:58
	* 06/23/2020 00:43	ALARM BURGLARY -	48 COLLEGE RD	O57	NRP	06/23/2020 01:12:27
	06/20/2020 09:23	REDDI	48 COLLEGE RD	O4	NRP	06/20/2020 09:49:30
	06/18/2020 17:21	DISTURBANCE	48 COLLEGE RD	S5	NRP	06/18/2020 17:58:41
20002016	* 06/13/2020 14:14	PAST THEFT - BRAVO	48 COLLEGE RD	O9	RPT	06/13/2020 16:05:27
20001943	* 06/09/2020 18:11	DRUGS - FOUND -	48 COLLEGE RD	O34	RPT	06/09/2020 20:29:45
	* 06/02/2020 21:57	ALARM BURGLARY -	48 COLLEGE RD	O34	FAB	06/02/2020 22:23:25
20001815	* 06/01/2020 15:55	WEAPONS INCIDENT	48 COLLEGE RD	O13	RPT	06/01/2020 17:57:42
BB Gun	05/26/2020 16:47	PAST HIT & RUN -	48 COLLEGE RD	O34	NRP	05/26/2020 21:53:16
	05/09/2020 23:39	SI - FIELD CONTACT	48 COLLEGE RD	O41	NRP	05/09/2020 23:41:56
20001261	* 04/20/2020 10:38	SUPPLEMENTAL-	48 COLLEGE RD	O3	RPT	04/21/2020 17:30:44
Bicycle Theft	* 04/08/2020 10:02	SUSPICIOUS VEHICLE	48 COLLEGE RD	O3	NRP	04/08/2020 10:23:26
20001021	* 03/29/2020 14:24	THEFT-SUSP DET. &	48 COLLEGE RD	DESK	RPT	03/29/2020 17:32:59
	03/20/2020 16:17	HITRUN - NO/MINOR	48 COLLEGE RD	O54	NRP	03/20/2020 16:56:35
	* 03/08/2020 11:06	ALARM	48 COLLEGE RD	O7	NRP	03/08/2020 11:11:21
	* 03/08/2020 10:06	ALARM	48 COLLEGE RD	S3	FAB	03/08/2020 10:26:13
	03/07/2020 10:17	SUSPICIOUS VEHICLE	48 COLLEGE RD	O9	NRP	03/07/2020 11:06:01
	* 02/24/2020 12:07	ALARM	48 COLLEGE RD	S3	FAB	02/24/2020 12:18:57

Report Generated: 01/11/2021 14:13:31 | User ID: 1225

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Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
* 02/21/2020	13:07	ALARM	48 COLLEGE RD	O7	FAB	02/21/2020 13:16:44
* 02/18/2020	18:52	ALARM	48 COLLEGE RD	O13	FAB	02/18/2020 18:58:16
	02/16/2020 12:34	PAST HIT & RUN -	48 COLLEGE RD	S3	NRP	02/16/2020 13:56:00
	02/15/2020 22:10	10-36	48 COLLEGE RD	O52	WAR	02/15/2020 22:17:17
	02/07/2020 16:32	PAST MVC - ALPHA	48 COLLEGE RD	O15	NRP	02/07/2020 16:40:13
Helped to Rescue MSN * 02/05/2020	04:29	SUSPICIOUS PERSON	48 COLLEGE RD	O3	NRP	02/05/2020 05:04:56
* 01/23/2020	23:37	ALARM BURGLARY -	48 COLLEGE RD	O41	FAB	01/23/2020 23:53:51
* 01/23/2020	01:57	ALARM BURGLARY -	48 COLLEGE RD	S11	FAB	01/23/2020 02:13:32
* 01/20/2020	23:20	ALARM BURGLARY -	48 COLLEGE RD	O2	FAB	01/21/2020 00:06:00
	01/15/2020 11:00	MVC - NO INJURIES -	48 COLLEGE RD	DESK	NRP	01/15/2020 11:07:33
* 01/14/2020	18:39	TRESPASS - PAST -	48 COLLEGE RD	S6	NRP	01/15/2020 13:06:41

Total Number of Events Listed: 52

CITY OF FAIRBANKS PUBLIC SAFETY

Thai House 412 Fifth Avenue

01/12/2020 - 01/10/2021


Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	12/19/2020 17:44	MVC - NO INJURIES -	412 FIFTH AVE	DESK	NRP	12/19/2020 17:53:15
20004687 *	12/14/2020 09:23	PAST BURGLARY -	412 FIFTH AVE	O56	RPT	12/14/2020 12:07:02
	12/03/2020 11:41	FOUND PROPERTY -	412 FIFTH AVE	O7	NRP	12/03/2020 18:00:08
20004477	11/27/2020 16:21	SI - FOLLOW-UP	412 FIFTH AVE	O55	RPT	12/01/2020 11:30:42
20004477 *	11/27/2020 10:44	PAST BURGLARY -	412 FIFTH AVE	O55	RPT	11/27/2020 11:56:06
20001865	06/04/2020 19:26	AOA - NON URGENT -	412 FIFTH AVE	O41	RPT	06/04/2020 19:47:45
	05/19/2020 14:51	DISTURBANCE	412 FIFTH AVE	O21	NRP	05/19/2020 15:17:53
	01/13/2020 17:02	TRESPASS/UNWANTE	412 FIFTH AVE	O52	NRP	01/13/2020 17:52:15

Total Number of Events Listed: 8

MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly & City Council Members
FROM: D. Danyielle Snider, MMC, City Clerk 
SUBJECT: City Protest of Ethos Brewing Company Liquor License Transfer
DATE: February 1, 2021

In October 2020, an application was received from the State of Alaska Alcohol and Marijuana Control Office (AMCO) for a transfer of ownership, location, and name change for the following beverage dispensary liquor license:

License #: **4547**
License Type: Beverage Dispensary
D.B.A.: **Ethos Brewing Company**
Licensee/Applicant: Humble Roots, LLC
Physical Location: 314 Wendell Avenue, Fairbanks

From: McCoy's Underground/North Star Dining, LLC
636 28th Avenue, Suite 2, Fairbanks

At its Regular Meeting on November 9, 2020, the City Council voted to protest the transfer until a Certificate of Occupancy was issued.

At the January 5, 2021 Alcoholic Beverage Control (ABC) Board meeting, the Board tabled the license transfer until its March 30 meeting due to the City's protest. The applicant has requested that the license transfer be placed before the Council again.

It is my understanding that construction has not yet begun at the site, and the applicant will not meet the 180-day abeyance period if granted such by the Board. Regulation prohibits the Board from extending the 180-day abeyance period [3 AAC 304.145(h)]. As you recall, a similar situation occurred in November with another liquor license applicant, and the Council voted to change its recommendation from a "protest" to a "waive protest" (conditional upon the issuance of a Certificate of Occupancy).

Please see the attached correspondence from the applicant and the memorandum that was presented to the ABC Board on January 5, 2021. The next meeting of the ABC Board will take place on March 30, 2021.

From: [Rick Mensik](#)
To: [Dani Snider](#)
Subject: Re: Ethos Brewing company
Date: Wednesday, January 6, 2021 12:41:17 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Dani,
Thank you for your attention to this issue.

1. The AMCO Board has not posted the next date for a meeting, however it should be in March. I will find out soon and update you.
2. The minutes to the Amco meeting should be posted by the end of the week, or at the latest next week. I will be able to present actual evidence of the Board's decision at that time. I am available for any opportunity to have this presented to the Council.

I will keep you updated when I receive correspondence from AMCO.

Thanks,
Rick

On Wed, Jan 6, 2021 at 10:12 AM Dani Snider <DSnider@fairbanks.us> wrote:

Hi again, Rick,

I have a couple of questions for you:

1. I assume we have some time before the next ABC Board meeting in which to address the protest issue with the City Council. Do you know what that timeframe is?
2. Is there a certain time that would work best for you in February or March to have this presented to the Council? Our scheduled meeting dates for those two months are February 8 and 22 and March 8 and 22.

Dani

From: Rick Mensik <rickmensik@gmail.com>
Sent: Tuesday, January 5, 2021 1:56 PM
To: Dani Snider <DSnider@fairbanks.us>
Subject: Re: Ethos Brewing company

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

The board tabled our License Transfer until the next meeting due to the protest from the City Council regarding the Certificate of Occupancy. I indicated that I would attempt to obtain the same consideration from the council that Latitude 65 was granted. I cannot apply for the Brewpub license until the BDL is transferred. They understood that the 180 day timetable is impossible to meet and encouraged me to move forward with trying to get the protest lifted. They indicated they would approve if the protest is lifted and the City still required a Certificate of Occupancy in order for me to operate the Ethos Brewing Company. Thanks,

Rick Mensik

On Tue, Jan 5, 2021 at 1:38 PM Dani Snider <DSnider@fairbanks.us> wrote:

Hi, Rick,

I was unable to attend the ABC Board meeting today due to scheduling conflicts. Can you tell me more about the Board's discussion and decision on your license?

Dani

From: Rick Mensik <rickmensik@gmail.com>

Sent: Tuesday, January 5, 2021 1:20 PM

To: Dani Snider <DSnider@fairbanks.us>

Subject: Ethos Brewing company

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello and Happy New Year,

I would like to submit a request to be on the City Council Meeting Agenda for Humble Roots LLC dba Ethos Brewing Company . I am requesting the same action that the Council approved for Latitude 65 regarding the Certificate of Occupancy. What is the process to have time on the Agenda. please?

Thanks,

Rick Mensik



MEMORANDUM

TO: Alcoholic Beverage Control Board DATE: December 24, 2020

FROM: Nathanael Hall, OLE RE: 4547 Ethos Brewing

Requested Action: Transfer application remain approved with delegation as of October 27, 2020

Statutory Authority: AS 04.06.090(b): “The board shall review all applications for licenses made under this title and may order the director to issue, renew, revoke, transfer, or suspend licenses and permits authorized under this title.”

AS 04.11.480(a): “A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license by sending the board and the applicant a protest and the reasons for the protest within 60 days of receipt from the board of notice of filing of the application... The board shall consider a protest and testimony received at a hearing conducted under AS 04.11.510(b)(2) or (4) when it considers the application... If an application or continued operation is protested, the board shall deny the application or continued operation unless the board finds that the protest is arbitrary, capricious, and unreasonable.”

AS 04.11.510(b)(2): “The board may review an application for the issuance, renewal, transfer of location, or transfer to another person of a license without affording the applicant notice or hearing, except... (2) the board may, on its own initiative or in response to an objection or protest, hold a hearing to ascertain the reaction of the public or a local governing body to an application if a hearing is not required under this subsection;”

Staff Rec.: Reconsider public approval, hold a public hearing; deny the application with a 180-day abeyance.

Background: At the October 27, 2020 meeting, this beverage dispensary transfer application was approved with delegation. On November 9, 2020, the Fairbanks City Council voted to protest the application for transfer of ownership, location and dba name change for beverage dispensary license 4547 until a Certificate of Occupancy is issued by the City Building Official. Construction has not yet begun on the premise.

The licensee should be notified that under 3 AAC 304.145(h), this abeyance period may not be extended or renewed.

Attachment: City of Fairbanks protest
Transfer Application



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6702
Fax (907)459-6710

November 10, 2020

Nathan Hall, Occupational Licensing Examiner
Alcohol and Marijuana Control Office
550 W. 7th Avenue, Ste. 1600
Anchorage, Alaska 99501

Mr. Hall,

At the regularly scheduled meeting of November 9, 2020, the Fairbanks City Council voted to **PROTEST** the application for transfer of ownership, location and name change for the following liquor license until a Certificate of Occupancy is issued by the City Building Official:

Type: Beverage Dispensary, License #4547
To: Ethos Brewing Company / Humble Roots, LLC
314 Wendell Avenue, Fairbanks, Alaska

From: McCoy's Underground / North Star Dining, LLC
636 28th Avenue, Suite 2, Fairbanks, Alaska

I will notify AMCO when a Certificate of Occupancy is issued for the premises. Should you need further information do not hesitate to contact me.

Sincerely,

D. Danyielle Snider, MMC
Fairbanks City Clerk

Cc: File
Rick Mensik, Humble Roots, LLC

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**

WHEREAS, the City of Fairbanks seeks grants from many sources to help offset the cost of equipment, services, and projects; and

WHEREAS, City Council input and approval is required at various stages of the grant process; and

WHEREAS, the following ordinance clarifies the procedures for grant applications and approvals.

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

Section 1. That Fairbanks General Code Chapter 2. Administration, Article V. Financial Matters, Division 3. Budget, is amended by adding Section 2-658. Grant Procedures, as follows:

Sec. 2-658. Grant Procedures.

(a) The administration must seek council approval, by resolution, before applying for any grant. If the grant application deadline does not allow sufficient time for the council to consider the matter, the administration may submit the grant application but must bring forth a resolution for grant application approval at the next regularly scheduled council meeting. No grant may be accepted without Council approval.

(b) If a grant does not require matching funds from the City, the Council may approve the application and acceptance of the grant in the same resolution.

(c) If a grant requires matching funds from the City, and if the matching funds have previously been appropriated by the Council, acceptance of the grant may be done by resolution.

(d) If a grant requires matching funds from the City and the matching funds have not previously been appropriated by the Council, acceptance of the grant must be done by ordinance.

Section 2. That the effective date of this Ordinance shall be the ____ day of December 2020.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

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Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

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Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

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**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
CHAPTER 2, ARTICLE V, DIVISION 3, BY ADDING A NEW SECTION
2-658 REGARDING GRANT PROCEDURES**

WHEREAS, the City of Fairbanks seeks grants from many sources to help offset the cost of equipment, services, and projects; and

WHEREAS, City Council input and approval is required at various stages of the grant process; and

WHEREAS, the following ordinance clarifies the procedures for grant applications and approvals.

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

Section 1. That Fairbanks General Code Chapter 2. Administration, Article V. Financial Matters, Division 3. Budget, is amended by adding Section 2-658. Grant Procedures, as follows:

Sec. 2-658. Grant Procedures.

(a) The administration must seek council approval, by resolution, before applying for any grant. If the grant application deadline does not allow sufficient time for the council to consider the matter, the administration may submit the grant application but must bring forth a resolution for grant application approval at the next regularly scheduled council meeting. No grant may be accepted without Council approval.

(b) If a grant does not require matching funds from the City, the Council may approve the application and acceptance of the grant in the same resolution.

(c) If a grant requires matching funds from the City, and if the matching funds have previously been appropriated by the Council, acceptance of the grant may be done by resolution.

(d) If a grant requires matching funds from the City and the matching funds have not previously been appropriated by the Council, acceptance of the grant must be done by ordinance.

Section 2. That the effective date of this Ordinance shall be the ____ day of December 2020.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

RESOLUTION NO. 4953

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE FFY2020 ASSISTANCE TO FIREFIGHTERS GRANT (AFG)

WHEREAS, the City of Fairbanks has been notified by the United States Department of Homeland Security that the City of Fairbanks is eligible to apply for the Assistance to Firefighters Grant (AFG) Program to enhance operations and safety; and

WHEREAS, the City of Fairbanks plans to use the funds to provide Technical Rescuer training for firefighters on all three shifts; and

WHEREAS, the training would meet the NFPA 1006 standard for technical rescuer; and

WHEREAS, the City of Fairbanks has multiple buildings and areas that could be potential technical rescues for the Fairbanks Fire Department; and

WHEREAS, the City of Fairbanks plans to request \$122,445, and a 10% match of \$13,605 is required; and

WHEREAS, the City of Fairbanks is providing a match in the amount of \$13,605 from the General Fund.

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

PASSED and APPROVED this 8th Day of February 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

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4953

Abbreviated Title: FFY2020 AFG GRANT PROGRAM

Department(s): FIRE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

PROJECT EXPENSES:	Equipment	Contracts	Personnel	Total
Technical Rescuer Training		\$32,850	\$103,200	\$136,050
TOTAL	\$0	\$32,850	\$103,200	\$136,050

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Grant Fund (Federal)		\$32,850	\$89,595	\$122,445
General Fund			\$13,605	\$13,605
TOTAL	\$0	\$32,850	\$103,200	\$136,050

There are no ongoing costs anticipated from the training.

Reviewed by Finance Department: Initial cp Date 1/29/2021

RESOLUTION NO. 4954

**A RESOLUTION AUTHORIZING A PAYMENT IN LIEU OF TAXES
AGREEMENT WITH THE INTERIOR REGIONAL HOUSING
AUTHORITY**

WHEREAS, the Interior Regional Housing Authority (IRHA) is a regional native housing authority organized under Alaska Statutes 18.55.995-.998; and

WHEREAS, AS 18.55.996(b) gives the IRHA certain powers conferred on the Alaska State Housing Authority; and

WHEREAS, AS 18.55.250 exempts the property of the IRHA from property taxes but permits payments by the IRHA to the City for services provided by the City to IRHA; and

WHEREAS, the City and the IRHA have reached a payment in lieu of taxes (PILT) agreement in the form of the attached Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council authorized the Mayor to execute the attached Cooperation Agreement between the City and the IRHA.

PASSED and **APPROVED** this 8th day of February 2021.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

COOPERATION AGREEMENT
City of Fairbanks/IRHA

THIS AGREEMENT made this ____ day of _____ 2021.

BY AND BETWEEN

The Interior Regional Housing Authority (the "IRHA" or "the Authority")

AND

The City of Fairbanks, Alaska (the "City").

WHEREAS, IRHA is a regional native housing authority organized under Alaska Statutes 18.55.995-.998; and

WHEREAS, Alaska Statute 18.55.996(b) gives IRHA certain powers conferred on the Alaska State Housing Authority;

WHEREAS, Alaska Statute 18.55.250 exempts the property of IRHA from property taxes but permits payments by IRHA to the City for services provided by the City to IRHA; and

WHEREAS, the Fairbanks North Star Borough ("Borough") collects property taxes on properties within the City on the City's behalf and distributes those property taxes to the City.

THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this agreement:

(a) The term "Project" or "Projects" means any low-rent housing owned, developed or acquired by the Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"), including but not limited to those properties listed on Exhibit A hereto, which list of properties may be amended and updated by the Authority from time to time hereafter by provision of a new Exhibit A to the City, which shall become the new Exhibit A to this Agreement. The term specifically includes, but is not limited to, properties administered by IRHA under the following programs:

- (i) The Home Ownership Assistance Program ("HOAP");
- (ii) The Rural Home Ownership Program for the Elderly ("R-HOPE");
- (iii) Properties purchased by the Authority under the Title 184 Loan Program; and
- (iv) Other, similar programs developed and administered by the Authority using Indian Housing Block Grant funds distributed under the Native American Housing Assistance and Self-Determination Act of 1996 ("NAHASDA").

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation;

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Authority of all dwelling and non-dwelling utilities.

2. The Authority shall endeavor to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects. The Authority shall plan, develop or acquire, and administer the Project or Projects, which may be located within the corporate limits of the City. The obligations of the parties hereto shall apply to each such Project and the City shall have no contractual responsibility with respect to the Project other than as expressly provided in this Agreement. The Authority agrees to provide the City with copies of appropriate documentation linking each project to applicable federal funding which gives rise to a claim for an exemption from real property tax pursuant to A.S. 29.45.050(1) and FNSBC 8.04.060(L).

3. (a) Under the Constitution and laws of the State of Alaska, the Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. So long as either (i) the Projects are owned by IRHA or a public body or governmental agency and is used for low rent housing purposes, or (ii) any contract between the IRHA and the Government for loans or annual contributions, or both, in connection with such Projects remains in force and effect, or (iii) any bonds issued in connection with such Projects or any monies due to the Government in connection with such Projects remain unpaid, whichever period is the longest, the City agrees that it will not levy or impose any real or personal property taxes or special assessment upon such Projects or upon the IRHA with respect thereto. During such period, the IRHA shall make annual payments to the Borough to be shared with the City (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time by without other cost or charge for or with respect to such Projects.

(b) Each such annual Payment in Lieu of Taxes shall be made to the Borough at the time when real property taxes on such Project would be paid to the Borough if it were subject to taxation, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent collected by the Authority in respect to such Project during the 12 month period ending December 31 each year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

(c) The Borough shall distribute the Payments in Lieu of Taxes among the taxing Bodies, including the City, in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bear to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the project were not exempt from taxation; provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) Upon failure of the Authority to make any Payment in Lieu of Taxes, no lien against any project or assets of the Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the City, without cost or charge to the Authority or the tenants of such Project (other than the Payments in Lieu of Taxes to the Borough), shall:

(a) Cooperate with the Authority by such other lawful action or ways as the City and the Authority may find necessary in connection with the development and administration of such Project;

(b) Provide the following services to the Projects under the same terms and conditions as provided to the taxpaying residents of the City: (i) road maintenance, (ii) snow plowing, (iii) fire and rescue, (iv) emergency ambulance transportation, (v) police, (vi) refuse collection, and all other services provided to the taxpaying residents of the City.

5. In respect to any Project, the City further agrees that within a reasonable time after receipt of a written request therefore from the Authority:

(a) It will accept the dedication of all interior streets, roads, alleys and, if any, adjacent sidewalks within the area of such Projects built in accordance with the City's specifications and requirements;

(b) It will accept necessary dedications of land for all streets bounding such Project or necessary to provide adequate access thereto.

6. If by reason of the City's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or cause to be furnished to the Authority or to the tenants of any Project, the Authority incurs any expense to obtain such services or facilities, then the Authority may deduct the amount of such expenses from any Payment in Lieu of Taxes due or to become due to the City in respect to any Project or any other low-rent housing projects owned or operated by the Authority.

7. The City agrees to exempt the tenants of the Projects and the Authority from the payment of Sales Taxes in conjunction with rents.

8. No Cooperation Agreement heretofore entered into between the City and the Authority shall be construed to apply to any Project covered by this Agreement.

9. No member of the governing body of the City or any other public official of the City who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the City involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Authority.

10. So long as any contract between the Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any project, or any monies due the Government in connection with any project remain unpaid, this Agreement shall not be abrogated, changed or modified without the consent of the Government. The privileges and obligations of the City hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time, the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereto shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the City and the Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY:

City of Fairbanks
800 Cushman Street
Fairbanks, AK 99701

AUTHORITY:

Interior Regional Housing Authority
828 27th Avenue
Fairbanks, AK 99701

Jim Matherly, Mayor

Orie Williams, CEO

DATE: _____

DATE: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

ATTEST:

DATE: _____

City of Fairbanks

July 1, 2019 - June 30, 2020 Operating Period

Address	City	City Limits	Payments	# of mos	Total Pmts	Notes	Pilot owed
1157 27th Ave.	Fairbanks	Y	\$ 271.00	3	\$ 813.00	10/1/2003	
1157 27th Ave.	Fairbanks	Y	\$325	9	\$ 2,925.00		
1113 27th Ave.	Fairbanks	Y	376.00	4	1,504.00	1/1/2004	
1113 27th Ave.	Fairbanks	Y	\$493	8	4,437.00		
1101 27th Ave	Fairbanks	Y	263.00	12	3,156.00	11/1/2013	
1136 28th Ave	Fairbanks	Y	267.00	12	3,204.00	12/1/2011	
3220 Hillary Dr.	Fairbanks	N	618.00	12	7,416.00	1/1/2004	
3215 Hillary Dr.	Fairbanks	N	274.00	12	3,288.00	2/1/2004	
1510 Evergreen	Fairbanks	Y	269.00	3	807.00	3/1/2011	
1510 Evergreen	Fairbanks	Y	309.00	3	927.00		
1510 Evergreen	Fairbanks	Y	80.00	6	480.00		
1150 Langford	Fairbanks	N	510.00	12	6,120.00	12/1/2004	
1180 Langford	Fairbanks	N	51.00	2	102.00	3/1/2004	
1180 Langford	Fairbanks	N	250.00	10	2,500.00		
1497 Spring Glade	Fairbanks	N	349.00	12	4,188.00	5/1/2004	
1471 Spring Glade	Fairbanks	N	-	3	-	7/1/2004	
1471 Spring Glade	Fairbanks	N	879.00	9	7,911.00	7/1/2004	
1502 Spring Glade	Fairbanks	N	252.00	12	3,024.00	8/1/2004	
1475 Spring Glade	Fairbanks	N	362.00	3	1,086.00	12/18/2018	
1475 Spring Glade	Fairbanks	N	250.00	3	750.00		
1475 Spring Glade	Fairbanks	N	295.00	6	1,770.00		
955 Duckhawk	Fairbanks	N	608.00	12	7,296.00	9/1/2004	
965 Land Otter	Fairbanks	N	336.00	12	4,032.00		
421 Cindy Drive	Fairbanks	Y	250.00	8	2,000.00	12/1/2003	
421 Cindy Drive	Fairbanks	Y	251.00	4	1,004.00		
906 Woodlawn	Fairbanks	Y	541.00	12	6,492.00	12/1/2004	
1950 Kingfisher	Fairbanks	Y	630.00	2	1,260.00	9/1/2006	
1950 Kingfisher	Fairbanks	Y	65.00	10	650.00		
1639 Bluegrass	Fairbanks	N	961.00	12	11,532.00	4/1/2005	
4170 Rabbit Run	Fairbanks	N	40.00	12	480.00	4/1/2005	
1983 Kingfisher	Fairbanks	N	301.00	3	903.00	3/1/2006	
1983 Kingfisher	Fairbanks	N	472.00	9	4,248.00	3/1/2006	
960 Land Otter	Fairbanks	N	1,181.00	12	14,172.00	3/1/2005	
843 Goldfinch Road	Fairbanks	N	1,030.00	12	12,360.00	1/1/2005	
865 Goldfinch Road	Fairbanks	N	251.00	12	3,012.00	11/1/2015	
1682 Violin Circle	Fairbanks	N	1,182.00	12	14,184.00	5/1/2005	
671 Senate Drive	Fairbanks	N	272.00	5	1,360.00	2/1/2005	
671 Senate Drive	Fairbanks	N	-	7	-	2/1/2005	Moved out 8/2020
3185 Roden Lane	Fairbanks	N	348.00	12	4,176.00	3/1/2005	
1180 Linda Lou Lane	Fairbanks	N	615.00	8	4,920.00	8/1/2005	
1180 Linda Lou Lane	Fairbanks	N	327.00	4	1,308.00	8/1/2005	
395 Eagle Ridge	Fairbanks	N	335.00	1	335.00	8/1/2005	
395 Eagle Ridge	Fairbanks	N	1,181.00	1	1,181.00	8/1/2005	
395 Eagle Ridge	Fairbanks	N	398.00	10	3,980.00	8/1/2005	
1816 Violin Circle	Fairbanks	N	-	2	-		
1816 Violin Circle	Fairbanks	N	194.00	1	194.00	9/9/2019	
1816 Violin Circle	Fairbanks	N	264.00	9	2,376.00	9/9/2019	
1930 Kingfisher	Fairbanks	N	-	-	-		
1940 Kingfisher	Fairbanks	N	-	-	-		
1112 28th	Fairbanks	Y	775.00	6	4,650.00	8/1/2005	
1112 28th	Fairbanks	Y	252.00	6	1,512.00		Changed Head of

1603 27th Ave	Fairbanks	Y	283.00	9	2,547.00	2/5/2018	
1603 27th Ave	Fairbanks	Y	250.00	3	750.00	2/5/2018	
945 26th Ave	Fairbanks	Y	269.00	12	3,228.00	1/1/2010	
941 26th Ave	Fairbanks	Y	80.00	12	960.00	1/1/2010	
2102 Yankovich	Fairbanks	N	302.00	12	3,624.00	2/1/2017	
2073 Alyeska	Fairbanks	N	1,122.00	2	2,244.00	1/1/2010	
2073 Alyeska	Fairbanks	N	522.00	10	5,220.00	1/1/2010	
2090 Sun Valley	Fairbanks	N	255.00	12	3,060.00	2/1/2010	
2701 17th Ave	Fairbanks	Y	286.00	12	3,432.00	6/1/2010	
1128 Garden Way	Fairbanks	Y	169.00	12	2,028.00	9/1/2010	Conveyed 10/15/2
935 22nd Ave	Fairbanks	Y	294.00	6	1,764.00	9/1/2010	
935 22nd Avenue	Fairbanks	Y	728.00	1	728.00		
935 22nd Avenue	Fairbanks	Y	274.00	5	1,370.00		
265 Brighton	Fairbanks	N	966.00	12	11,592.00	2/1/2011	
275 Brighton	Fairbanks	N	701.00	12	8,412.00	2/1/2011	
919 21st	Fairbanks	Y	269.00	12	3,228.00	2/1/2011	
923 21st	Fairbanks	Y	253.00	12	3,036.00	12/1/2010	
1623 Laurene	Fairbanks	Y	253.00	12	3,036.00	6/1/2012	
1627 Laurene	Fairbanks	y	148.00	4	592.00	6/1/2012	
1627 Laurene	Fairbanks	Y	829.00	8	6,632.00		
133 Vassar	Fairbanks	N	267.00	12	3,204.00	11/1/2012	
146 Clarkson	Fairbanks	N	12.00	12	144.00	8/1/2012	
128 Clarkson	Fairbanks	N	303.00	2	606.00	8/1/2012	
128 Clarkson	Fairbanks	N	257.00	10	2,570.00		
1112 29th Avenue	Fairbanks	Y	253.00	12	3,036.00	8/1/2012	
1113 Garden Way	Fairbanks	Y	549.00	12	6,588.00	10/1/2012	
1204 24th Avenue	Fairbanks	Y	370.00	12	4,440.00	5/1/2014	
1208 24th Avenue	Fairbanks	Y	352.00	5	1,760.00	7/1/2014	
1208 24th Avenue	Fairbanks	Y	251.00	2	502.00		
1208 24th Avenue	Fairbanks	Y	306.00	5	1,530.00		
1117 19th Avenue	Fairbanks	Y	279.00	12	3,348.00	8/1/2014	
1121 19th Avenue	Fairbanks	Y	254.00	12	3,048.00	6/1/2014	
1715 Turner St.	Fairbanks	Y	703.00	1	703.00	12/1/2013	
1715 Turner St.	Fairbanks	Y	335.00	11	3,685.00		
1711 Turner St.	Fairbanks	Y	250.00	11	2,750.00	12/18/2013	
1711 Turner St.	Fairbanks	Y	282.00	1	282.00		
1806 Mary Ann St.	Fairbanks	Y	258.00	5	1,290.00	7/2/2019	
1806 Mary Ann St.	Fairbanks	Y	275.00	7	1,925.00		
1810 Mary Ann St.	Fairbanks	Y	253.00	12	3,036.00	12/1/2013	
2211 Rickert St.	Fairbanks	Y	310.00	3	930.00	4/1/2014	
2211 Rickert St.	Fairbanks	Y	368.00	9	3,312.00		
2221 Rickert St.	Fairbanks	Y	250.00	12	3,000.00	5/1/2014	
2225 Rickert St.	Fairbanks	Y	203.00	12	2,436.00	5/1/2014	
2237 Rickert St.	Fairbanks	Y	358.00	12	4,296.00	6/5/2014	
2711 Woodminster Ct.	Fairbanks	N	340.00	2	680.00	8/1/2013	
2711 Woodminster Ct.	Fairbanks	N	1,211.00	10	12,110.00		
1008 Pedro St	Fairbanks	Y	307.00	12	3,684.00	6/1/2014	
155 Vassar	Fairbanks	N	272.00	11	2,992.00	11/1/2013	
155 Vassar	Fairbanks	N	265.00	1	265.00		
2411 Gillam Way	Fairbanks	Y	791.00	12	9,492.00	2/1/2014	
491 Long Spur	Fairbanks	Y	381.00	12	4,572.00	12/1/2014	
1031 24th Ave	Fairbanks	Y	323.00	12	3,876.00	9/1/2014	
410 Cindy Dr.	Fairbanks	Y	266.00	6	1,596.00	7/1/2014	
410 Cindy Dr.	Fairbanks	Y	396.00	6	2,376.00		
436 Spence Ave	Fairbanks	Y	773.00	12	9,276.00	6/1/2015	

2214 Eastland St.	Fairbanks	Y	262.00	12	3,144.00	7/1/2015
448 Spence Avenue	Fairbanks	Y	259.00	12	3,108.00	11/1/2016
444 Spence	Fairbanks	Y	162.00	12	1,944.00	10/1/2016
476 Spence Ave	Fairbanks	Y	164.00	12	1,968.00	12/28/2017
472 Spence Ave	Fairbanks	Y	161.00	12	1,932.00	1/24/2018
1109 21 Avenue	Fairbanks	Y	185.00	12	2,220.00	2/23/2018

Within Monthly

Move-in Dates

\$ 357,164.00

10%

\$ 35,716.40

Introduced by: Mayor Matherly
Introduced: February 8, 2021

ORDINANCE NO. 6148

**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 once ratified by both parties, the collective bargaining agreement will be effective from January 1, 2021 through December 31, 2023.

Section 3. That the effective date of this ordinance is the ____ day of February 2021.

Jim Matherly, Mayor

AYES:
NAYS:
ABSTAIN:
FAILED:

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: 6148

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%]	\$72,780	\$72,780	\$72,780	\$218,340
SALARY AND BENEFITS [2022 - 1.5%]		\$73,880	\$73,880	\$147,760
SALARY AND BENEFITS [2023 - 1.5%]			\$74,980	\$74,980
TOTAL	\$72,780	\$146,660	\$221,640	\$441,080

FUNDING SOURCE:	2021	2022	2023	Total
GENERAL FUND	\$72,780	\$146,660	\$221,640	\$441,080
TOTAL	\$72,780	\$146,660	\$221,640	\$441,080

The CBA provides 1.5% to 3.0% Anchorage CPI using a three-year average with sixty cents allocated to health care costs. The CBA also provides 50% of annual health care increases with a \$50 per month cap for each year of the contract. **This fiscal note reflects 1.5% for all years and an additional \$50.00 per month for health care costs.**

Reviewed by Finance Department: Initial mb Date 2/2/2021

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	25

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	27
16.4 Court Appearance	28
17. Performance Evaluations	28
18. Filling of Vacancies	28
18.1 Promotional Opportunities	28
18.2 Vacancy Promotions	29
18.3 Application Procedure	29
18.4 Rights	29
18.5 Promotions/Transfers	29
19. Travel and Per Diem	29
19.1 Official Travel Outside City of Fairbanks	29
19.2 Use of Personal Vehicles	30
20. Personal Leave	30
20.1 Personal Leave	30
20.2 Leave Requests	30
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	33
21.5 Military Service Leave	33
21.6 Leave Without Pay	34
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 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 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 enough 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 is determined, \$.60/hour will be applied to health care for each year of the contract.

- E. For each year of this contract, the City will pay 50% of the annual increase to the health care premium, not to exceed \$50 per month.

(Examples: If the health insurance premium increases by \$100 per month, the City will pay \$50 per month. If the health insurance premium increases by \$125 per month, the City will only pay \$50 per month due to the cap. If the health insurance premium increases by \$50 per month, the City will pay \$25 per month.)

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.

IBEW SCHEDULE A					EFFECTIVE 01-01-2021	
POSITION CLASSIFICATION	RANGE A 90%	RANGE B 95%	RANGE C 100%	RANGE D 105%	RANGE E 110%	PACKAGE RATE BASED ON RANGE C
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
INACTIVE REPRESENTED POSITIONS LISTED BELOW						
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
NOTES:						
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 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.

City of Fairbanks
Permanent Fund Review Board
Quarterly Meeting Minutes
October 21, 2020

The Permanent Fund Review Board (PFRB) convened at 1:31 p.m. in the City Council Chambers to conduct a quarterly meeting with the following board members in attendance.

Board Members Present: Council Member Valerie Therrien
Patty Mongold
Bernard Gatewood
Dave Owen
Jennifer Imus

Also Present: Margarita Bell, Chief Financial Officer
Michael Meeks, Chief of Staff
Brandy Niclai, Chief Investment Officer – APCM
Blake Phillips, Director of Institutional Solutions – APCM
Allison Capps, Client Relationship Manager - APCM

Dave Owen moved, and Bernard Gatewood seconded to approve the minutes from the July 22, 2020 meeting. The PFRB unanimously agreed.

Margarita Bell reviewed the account's performance through September 30, 2020:

- \$135,980,002 - Balance including accrued income
- \$ 1,780,972 - Dividend and interest earnings
- \$ 845,843 - Realized gain
- \$ (1,555,463) - Unrealized loss
- \$ (78,362) - Management and custodial fees
- \$ 992,990 - Earnings, net of expenses

The 2020 draw is expected to be made in December 2020. The appropriation of \$5,586,013 to the general and capital funds are shown below, respectively:

- \$4,965,345 and \$620,668

Brandy Niclai presented a market review for the third quarter. Although the virus induced recession was severe, the contraction was relatively brief. APCM continues to review hospitalization and fatality rates; these rates have been stable. Financial conditions remain accommodative with rate cuts, liquidity facilities, and fiscal stimulus to combat COVID-19. Although massive stimulus and the path of the virus will influence economic recovery regardless of election results, there may be some shifts in the portfolio based on results of the election.

Brandy Niclai also presented the portfolio review for the third quarter, which ended at 4.26% for the quarter due to conservative positioning. She reported that APCM took a conservative approach after the initial shocks in the portfolio from the equity markets and slowly increased equities that are more favorable to this environment. The effect of the conservative positioning did lead to some underperformance versus the benchmark in the quarter but APCM continues to believe in its prudence given the uncertain environment.

Portfolio Summary							
3rd Quarter		Year to Date		Last 12 Months		Inception to Date	
Account	Benchmark	Account	Benchmark	Account	Benchmark	Account	Benchmark
4.26%	4.34%	0.79%	1.14%	5.31%	6.08%	5.48%	5.28%
	0.13% ¹		0.38% ²		0.50% ³		
<u>4.26%</u>	<u>4.47%</u>	<u>0.79%</u>	<u>1.52%</u>	<u>5.31%</u>	<u>6.58%</u>	<u>5.48%</u>	<u>5.28%</u>

1 - 12.5 bps - per quarter rounded
2 - 50 bps hurdle -annual (YTD = 12.5 basis pts X # quarters)
3 - 50 bps hurdle codified in March 2009. Inception performance begins January 31, 1998.

Brandy Niclai reported that the balance of the fund was \$138,786,554 on October 20, 2020. She also reported that there were no compliance issues to report.

Brandy Niclai presented a strategic review that allows asset preservation and budgetary stability. She reported that the fund distributed \$101.3 million and had a return of 7.28% since its inception. APCM reviewed long-term impacts of the pandemic to include the U.S. Treasury yield, economic expectations, bond return expectations, and portfolio return expectations. Based on APCM expectation of 2% annual inflation over a ten-year period, the current portfolio has a 14.6% probability of maintaining purchasing power.

APCM recommended a Fairbanks Model 5 Portfolio to improve expected risk while increasing the expected return of the fund to the 2019 levels; however, it will not provide for the full 4.5% distribution rate and the preservation of purchasing power assuming a 2% inflation rate. If maintaining a 4.5% distribution rate and accomplishing the goal of maintaining purchasing power are to be achieved, additional asset classes will need to be explored such as Private Equity.

Committee members discussed the Fairbanks Model 5 Portfolio recommendation and Private Equity. This discussion was tabled for the January 2021 meeting to allow all board members to review information about Private Equity.

The next quarterly meeting will be January 25, 2021 in the City Council Chambers.

The meeting adjourned at 3:05 p.m.



HOTEL-MOTEL DISCRETIONARY FUND COMMITTEE
 DISTRIBUTION MEETING MINUTES
 DECEMBER 21, 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 12:02 p.m. on the above date to conduct a Distribution Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska and via teleconference with Council Member June Rogers (Seat F) presiding (remotely) and with the following members in attendance:

Members Present: Kathryn Fitzgerald, Seat A (remotely)
 Ron Woolf, Seat B (remotely)
 Samantha Kirstein, Seat C
 Traci Gatewood, Seat D (remotely)
 Randi Carnahan, Seat E (remotely)

Also Present: Lonny Marney, City Council Member (remotely)
 Diana Hebel, Deputy City Clerk I
 Margarita Bell, Chief Financial Officer

APPROVAL OF AGENDA

Mr. Woolf, seconded by **Ms. Carnahan**, moved to APPROVE Agenda.

With no objection, the agenda was APPROVED.

APPROVAL OF MEETING MINUTES

a) Meeting Minutes of December 15, 2020

Ms. Fitzgerald, seconded by **Ms. Gatewood**, moved to APPROVE the meeting minutes.

With no objection, the minutes were APPROVED.

NEW BUSINESS

a) Introduction to new Chair, Council Member Lonny Marney

Chair Rogers introduced the new Chair for the Hotel/Motel Discretionary Fund Committee for the upcoming year, Council Member Lonny Marney.

Mr. Marney introduced himself and stated that he has lived in Fairbanks for almost 47 years; he shared that he has been married for 40 years and has two sons. He explained that he was elected to the City Council in October and has been retired since last December.

Chair Rogers asked the committee members to introduce themselves to Mr. Marney. Introductions followed in the same order as the distribution amounts were to be announced.

b) Announcement of Discretionary Fund Awards for 2021 Distribution

Chair Rogers explained about the value and importance of the work that the Hotel/Motel Discretionary Fund Committee puts into the process for organizations in Fairbanks.

Each member read their individual allocations into the record; Ms. Bell verified that the numbers matched the allocations as they were sent to her. The distribution of funds was as follows:

Name of Organization	Award Amount
Fairbanks Litter Patrol	\$ 10,000
Fairbanks Racing Lions Club, Inc.	4,387
World Eskimo-Indian Olympics, Inc.	20,017
Literacy Council of Alaska	3,597
World I.C.E. Association, d/b/a ICE Alaska	30,958
Alaska Dog Mushers Association	22,786
Fairbanks Community Band, Inc.	5,933
Fairbanks Youth Soccer Association	7,250
Friends of Creamers Field	10,150
Alaska Songbird Institute	4,992
Tanana Valley State Fair Association	28,473
Fairbanks Community Museum	16,150
Cold Steel Pan Orchestra	1,930
Georgeson Botanical Garden Friends	6,000
Festival Fairbanks, Inc.	23,417
Clay Street Cemetery Commission	7,567
University of Alaska Museum of the North	3,850
Fairbanks Arts Association	62,543
TOTAL	\$ 270,000

Ms. Bell announced that a copy of the document stating the award amounts will be sent to the Clerk's Office, and that the document will be posted and available online.

NEXT MEETING (Wrap-up)

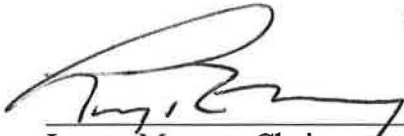
Chair Rogers reviewed the available meeting dates for the wrap-up meeting. After some discussion, it was determined that the best meeting date and time would be Friday, January 15 at noon.

Ms. Gatewood asked what is suggested to do with the hard copies of applications from prior years. **Chair Rogers** stated members may use the shred bin at the Clerk's Office in City Hall if they choose not to keep the hard copies. **Ms. Fitzgerald** stated that she keeps her hard copies for the sake of reference.

ADJOURNMENT

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

With no further discussion, the meeting was declared ADJOURNED at 12:39 p.m.



Lonny Marney, Chair



Diana Hebel, Deputy City Clerk I

Transcribed by: DH