



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2021-21  
**REGULAR MEETING – OCTOBER 11, 2021**  
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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WORK SESSION

5:30 p.m. – Employee Retention Benefit

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

REGULAR MEETING

6:30 p.m.

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

NOTE: Due to concerns over the COVID-19 pandemic, special procedures are being implemented for City Council Meetings. The Mayor, Council Members, and the public may participate remotely during this time. Citizens may have written comments read into the record if submitted to the City Clerk in advance, or citizens may provide testimony via Zoom webinar if registered to do so in advance of the meeting (the three-minute time limit applies to all forms of public testimony). To help achieve social distancing, the seating in Council Chambers is spread out and limited. No more than 30 individuals will be allowed in the Chambers at the same time. Citizens arriving after the maximum number has been reached will be directed to wait in another area until it is their turn to speak to the Council. Meeting attendees are asked to wear a mask or face covering unless they have been fully vaccinated (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 September 13, 2021

8. SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
17250	Pipe and Leaf: Premium Alaskan Cannabis	Retail Marijuana Store	Haley Essig	3546 Airport Way
10131	Pakalolo Supply Company, Inc.	Retail Marijuana Store	Pakalolo Supply Company, Inc.	1851 Fox Avenue
10230	Pakalolo Supply Company, Inc.	Standard Marijuana Cultivation Facility	Pakalolo Supply Company, Inc.	1851 Fox Avenue
22809	Airport Way Best Bud	Retail Marijuana Store	Airport Way Trade Center, LLC	3598 Airport Way

9. MAYOR'S COMMENTS AND REPORT

a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

a) Request for Reconsideration by Council Member Gibson of the Motion to Adopt Ordinance No. 6178, as Amended, An Ordinance to Amend FGC Chapter 78, Article XXII Motor Vehicle Impoundment and Forfeiture, to Remove Driving While License Suspended and No Insurance Convictions. Introduced by Council Member Gibson.

NOTE: The motion to adopt Ordinance No. 6178, as Amended, was passed at the Regular Meeting of September 27, 2021. The written request for reconsideration was filed with the City Clerk on September 28, 2021.

- b) Ordinance No. 6181, as Amended – An Ordinance to Amend Fairbanks General Code Chapter 50, Article VIII, to Add Paid Family Leave and Paid Funeral Leave. Introduced by Mayor Matherly and Council Members Therrien, Rogers, Kun, and Marney. SECOND READING AND PUBLIC HEARING.
- c) Ordinance No. 6182 – An Ordinance Amending the 2021 Operating and Capital Budgets for the Fourth Time. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

## 12. NEW BUSINESS

- \*a) Resolution No. 4988 – A Resolution Amending the City Schedule of Fees and Charges for Services by Increasing the Towing Fee for City Impounds. Introduced by Mayor Matherly.
- \*b) Ordinance No. 6183 – An Ordinance to Amend Fairbanks General Code Sec. 2-181 Advertising Vacancies on City Boards and Commissions. Introduced by Council Member Rogers.
- \*c) Ordinance No. 6184 – An Ordinance Creating an Employee Capital Incentive Program (ECIP) at the City of Fairbanks. Introduced by Mayor Matherly.
- \*d) Ordinance No. 6185 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union, IAFF Local 1324. Introduced by Mayor Matherly.

## 13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

## 14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- \*a) Chena Riverfront Commission Meeting Minutes of July 28, 2021
- \*b) Chena Riverfront Commission Meeting Minutes of August 25, 2021

## 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, SEPTEMBER 13, 2021  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 6:30 p.m. on the above date, following a 5:30 p.m. Work Session to discuss Ordinance No. 6178, as Amended, regarding vehicle impoundment and forfeiture, 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 and with the following Council Members in attendance:

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

Absent:                                        None

Also Present:                                Margarita Bell, Chief Financial Officer (remotely)  
   Paul Ewers, City Attorney  
   D. Danyielle Snider, City Clerk  
   Mike Meeks, Chief of Staff  
   Kristi Merideth, FECC Manager  
   Jeff Jacobson, PW Director  
   Robert Pristash, City Engineer  
   Tyler Wilbur, QC/Impounds  
   Teal Soden, Communication Director  
   Angela Foster-Snow, HR Director (remotely)  
   Rick Sweet, Deputy Police Chief  
   Tod Chambers, Fire 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 lead the Flag Salutation.

**CEREMONIAL MATTERS**

Mayor Matherly gave a remembrance for the events and lives lost during the terrorist attack on September 11, 2001, adding his respect for and admiration of the men and women who serve the City in the Fire, Police, and Dispatch departments. Mayor Matherly recognized Fairbanks Fire

Department employees Nick Clark and John Wagner for their promotions to Captain as well as Dalton Gregg and Kevin Johnson for their promotions to Driver/Engineer. Fire Chief Tod Chambers administered the Oaths of Office, and the employees' loved ones pinned their badges.

**Mayor Matherly** welcomed new Fairbanks Police Department (FPD) Officers, Tyler Hanson, Shawn Lai, and Todd Bluhm. Deputy Chief Rick Sweet administered the Oaths of Office, and the officers' loved ones pinned their badges.

### **CITIZENS' COMMENTS**

Robert Shields, Fairbanks – Mr. Shields gave an update regarding his interest in the Polaris Building, stating that he had been unable to be added to the working group's agenda. He stated that he had interest in becoming the Chair of the working group if Mr. Pruhs were to retire and gave some information regarding available grants. He also stated that he may have discovered a potential buyer for the building. Mr. Shields expressed his willingness to coordinate efforts while speaking to the upcoming application deadlines. He shared his desire to make the Polaris Building a symbol of hope to the Fairbanks community and an example to others.

**Ms. Kun** thanked Mr. Shields and asked him to elaborate on the potential buyer he mentioned. Mr. Shields stated that he would like to have that conversation outside of the public forum.

**Ms. Therrien** stated that it would be beneficial for Mr. McCrea to have Mr. Shields' information so that it could be discussed at the next working group meeting. Mr. Shields confirmed that Mr. McCrea had been provided the same information that was given to the Council.

**Mr. Marney** asked if the potential buyers were aware of the condition of the Polaris Building. Mr. Shields stated that the condition is well known, and destruction will be necessary; he clarified that he hoped there may be better methods of doing so.

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

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

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

**Ms. Kun** pulled Ordinance Nos. 6179 and 6180 from the Consent Agenda.

**Ms. Therrien** pulled the Memo Approving the Appointment of the 2021 Election Officials from the Consent Agenda.

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

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

**APPROVAL OF MINUTES FROM PREVIOUS MEETINGS**

- a) Regular Meeting Minutes of August 9, 2021

APPROVED on the CONSENT AGENDA.

**SPECIAL ORDERS**

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

Type/License: Beverage Dispensary/License #3489  
DBA: Tuffy’s  
Applicant: Tuffy’s, LLC  
Location: 3550 Airport Way, Unit 6, Fairbanks  
From Owner: Arctic Fox Bar, LLC  
From DBA: Arctic Fox Bar  
From Location: 623 Old Steese Highway, Fairbanks

**Mr. Clark**, seconded by **Mr. Gibson**, moved to WAIVE PROTEST on the liquor license application for transfer of ownership and location and DBA change contingent upon the issuance of a Certificate of Occupancy.

**Mayor Matherly** called for Public Testimony.

William St. Pierre, Anchorage – Mr. St. Pierre shared that the bar, named after one his great-grandfather opened in Rhode Island, will be a family-friendly tap house. He added that it will be open most days of the year and will close around midnight each evening; he stated that they plan to serve only beer and wine. He stated that he felt the neighborhood would benefit from having that type of establishment.

**Ms. Rogers** shared her appreciation for individuals who seek to build relationships with the City Council by involving them in their business. Mr. St. Pierre clarified that he will not be residing in the area, but he has a great deal of trust in his business partner and management team.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATION FOR TRANSFER OF OWNERSHIP AND LOCATION AND DBA CHANGE CONTINGENT UPON THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY AS FOLLOWS:

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

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

Type/License: Beverage Dispensary/License #252  
DBA: The Cabin  
Applicant: AVO Hospitality, LLC  
Location: 901 Old Steese Highway, Fairbanks  
From Owner: Jerwater, Inc.  
From DBA: Club Alaskan  
From Location: 901 Old Steese Highway, Fairbanks

**Ms. Kun**, seconded by **Mr. Gibson**, moved to WAIVE PROTEST on the liquor license application for transfer of ownership and DBA change.

**Mayor Matherly** called for Public Testimony.

William St. Pierre, Anchorage – Mr. St. Pierre shared the concept for the establishment as a higher-end dive bar where people can capitalize on the outdoor space. He clarified that the bar would be finished with higher-end fixtures and furnishings but would have a limited drinks menu. He added that a portion of the building is reserved for his sister’s marijuana retail shop, Pipe and Leaf, dependent upon that license approval process.

**Ms. Kun** asked about traffic flow and parking, adding that those nearby intersections are already quite busy. Mr. St. Pierre stated that he was not the property owner and could not speak to traffic flow concerns; he stated, however, that he was aware of plans to expand the current parking area.

**Ms. Rogers** asked if Mr. St. Pierre was aware of the history of the Club Alaskan and encouraged him to seek more information through the Pioneers of Alaska. Mr. St. Pierre stated that he was not fully aware of the history but that he would look into it.

**Mr. Gibson** expressed his appreciation for the efforts to clean up two properties that have fallen into disrepair; he added that the progress has been very noticeable on the Old Steese Highway. Mr. St. Pierre stated that they were very excited for the opportunities.

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

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

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



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

**Mayor Matherly** touched on the remembrance of 9/11. He read into the record a Proclamation recognizing Community Health Aide Appreciation Day on September 10, as requested by Taryn Hughes of Guardian Flight. He thanked Mr. Shields for his interest in the Polaris Building, adding that he would prefer that the building be demolished, and the land sold to a private party. He went on to clarify that the Polaris Work Group is not an official City Committee and that it was brought about by David Pruhs and other volunteers. **Mayor Matherly** shared that he had been contacted by many people seeking to receive COVID-19 testing and directed people to the online portal where one can search for testing facilities by zip code. He added that he had spoken with the operators of the Capstone clinic regarding the traffic issues. **Mayor Matherly** passed his congratulations on to Ryan Anderson for his promotion to DOT Commissioner for the State of Alaska, adding that he had worked with Mr. Anderson on the FAST Planning Board; he applauded Mr. Anderson's public relations skills and his assistance in communicating with the State. He added that he and Mr. Gibson would be helping facilitate the next FAST Planning meetings until Mr. Anderson's position as Chair could be filled. **Mayor Matherly** added his concerns regarding the legislative issues in Juneau and commended the Alaska Municipal League (AML) for its plan to hold the annual conference in Anchorage in November.

## **COUNCIL MEMBERS' COMMENTS**

**Mr. Gibson** congratulated the new lateral police officers and reminded the Council of the authorized \$20,000 signing bonus for lateral transfers who complete their training. He noted that the incentive program may need to be readdressed prior to the sunset date. He added his congratulations to the Fairbanks Fire Department (FFD) employees who received promotions.

**Mr. Marney** echoed Mr. Gibson's sentiments.

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

**Ms. Kun** welcomed the new FPD Officers and congratulated the firefighters on their promotions. She thanked the Mayor for the Community Health Aide Appreciation Proclamation.

**Ms. Rogers** welcomed and congratulated the new officers and firefighters and thanked the Mayor for adding the special ceremonies to the meeting agenda. She added her appreciation for the ability of Council Members to discuss items thoroughly and respectfully.

**Ms. Therrien** gave her appreciation for Mr. Shields' update, adding that perhaps the City should aid in obtaining a grant for economic development. She asked the Mayor how he planned to address the most recent mandate given by President Biden regarding vaccinations.

**Mayor Matherly** stated that talks had begun on that matter, but he did not have an answer yet.

## **NEW BUSINESS**

- a) Resolution No. 4982 – A Resolution Authorizing the CFO to Open a Certificate of Deposit Account at Mt. McKinley Bank. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Ordinance No. 6179 – An Ordinance to Amend Fairbanks General Code Sec. 46-81 Curfew for Minors. Introduced by Mayor Matherly.

**Ms. Kun**, seconded by **Mr. Gibson**, moved to ADVANCE Ordinance No. 6179.

**Ms. Kun**, seconded by **Ms. Therrien**, moved AMEND by substituting Ordinance No. 6179, as Amended, for Ordinance No. 6179.

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

**Ms. Kun** explained that the original language regarding curfew was confusing for the youth and problematic for law enforcement. She added that through a conversation with DC Sweet it became evident that the new, concise language could serve as an asset to the FPD.

**Ms. Rogers** asked for input from DC Sweet. DC Sweet stated that the original language is outdated. He added that while it is not an issue they deal with frequently, the youth that do offend the curfew are often involved in other mischief and the simplification of the language would make enforcement easier.

**Ms. Rogers** asked if DC Sweet found the curfew to be an asset to the community. DC Sweet stated that the curfew is not necessary, as it is not often an issue. He stated there are other resources for the FPD to use for the same purpose, but the change in the language makes it more current and applicable.

**Ms. Rogers** expressed concern that many citizens are not aware of the curfew and encouraged the City to find a way to publicize it.

**Mr. Marney** expressed appreciation for the attempt to standardize the language, but he stated that he felt 1:00 a.m. was possibly too late.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6179, AS AMENDED, AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

- c) Ordinance No. 6180 – An Ordinance Amending Fairbanks General Code Chapter 50, Article XIII, to Add American Flag Standard. Introduced by Council Member Clark.

**Mr. Clark**, seconded by **Ms. Kun**, moved to ADVANCE Ordinance No. 6180.

**Mr. Clark**, seconded by **Ms. Kun**, moved AMEND by substituting Ordinance No. 6180, as Amended, for Ordinance No. 6180.

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

**Mr. Clark** spoke about national division. He stated that he felt that by eliminating the commercialization of the American Flag, it could help deter local division.

**Ms. Therrien** asked whether the ordinance may violate an individual's right to free speech.

City Attorney Ewers stated that it would not as it only affects workplace conduct and while employees are in uniform and on City property, all of which are City-controlled and regulated.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6180, AS AMENDED, AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

### **WRITTEN COMMUNICATIONS TO COUNCIL**

a) Memo to Approve the Appointment of 2021 Election Officials

**Ms. Therrien**, seconded by **Mr. Clark**, moved to ACCEPT the Memo to Approve the Appointment of 2021 Election Officials.

**Ms. Therrien** asked for a correction to the workers at Fairbanks #4, substituting Sharon Soucy for Julie Conover, who is unable to work.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ACCEPT THE MEMO TO APPROVE THE APPOINTMENT OF 2021 ELECTION OFFICIALS, AS AMENDED, AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

b) Memo from Purchasing Agent Regarding City Fire Equipment Donations

ACCEPTED ON THE CONSENT AGENDA

c) Memo Regarding the Temporary Addition of an Admin Assistant in the Fire Department

ACCEPTED ON THE CONSENT AGENDA

d) Clay Street Cemetery Commission Meeting Minutes of July 7, 2021

ACCEPTED ON THE CONSENT AGENDA

### **COUNCIL MEMBERS' COMMENTS & COMMITTEE REPORTS**

**Ms. Kun** gave a land acknowledgement. She shared that she had met with the Explore Fairbanks Board of Directors who were preparing to work on their 2022 budget. She added that Scott McCrea would be stepping into the role as representative for the Travel Industry Association, where they are projecting good numbers for the Aurora Season, which has begun. **Ms. Kun** provided the CareLine and thanked the election volunteers.

**Ms. Rogers** shared that she had attended the Reentry Coalition, Opioid Work Group, and Suicide Prevention Work Group meetings, adding that September is Suicide Awareness and National Recovery month. She went on to share that Mike Sanders and his team are doing great work through the Crisis Now organization to help create a safe, secure, and healthy community. **Ms. Rogers** added that the Stars of Gold Readers have also been meeting and noted that the Legislative Committee would begin meeting more frequently.

**Ms. Therrien** shared that she had attended the AML Board Meeting on September 10 where they discussed various State issues, including the Alaska Permanent Fund Dividend (PFD); she added that there may be a special session scheduled for November. She noted that the AML was unsure of its official stance regarding the 75/25 split of the PFD. **Ms. Therrien** announced that the AML conference would be happening in Anchorage in November, and the Newly Elected Officials training would be offered online at no cost. She shared some highlights from the Polaris Working Group meeting and recognized the 20-year anniversary of 9/11. She encouraged everyone to get their flu shots and commended the League of Women Voters' Right-To-Vote display. She concluded by asking interested individuals to volunteer to help in the local election.

**Mr. Gibson** stated that he would be meeting with the FAST Planning Board in the next week and passed along his congratulations to the former Chair Ryan Anderson on his promotion to DOT Commissioner.

**Mr. Marney** stated he did not have any committee reports. He mentioned Suicide Prevention Month and asked that people remember veterans.

**Mr. Clark** shared his excitement to get back into the Legislative Committee meetings. He recognized the difficulty in continually contacting the State representatives but expressed the importance in doing so. He congratulated the FPD administration for recruiting the new officers and expressed his desire to see the Polaris Building project completed. He went on to thank Ms. Kun for introducing Ordinance No. 6179 and stated that he felt that there was more the Council could do to streamline processes for the better.

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

City Clerk Snider reminded everyone that early and absentee voting would begin on September 20, 2021, and she encouraged anyone with questions to contact the City Clerk's Office.

**Ms. Kun**, seconded by **Ms. Therrien**, moved to ENTER Executive Session to discuss Fairbanks Firefighters Union (FFU) Labor Negotiation Strategy.

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

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

**EXECUTIVE SESSION**

a) Fairbanks Firefighters Union Labor Negotiation Strategy

The City Council met in Executive Session to discuss the FFU Labor Negotiation Strategy. Direction was given to the negotiating team, and no action was taken.

**ADJOURNMENT**

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

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

**Mayor Matherly** declared the meeting adjourned at 8:36 p.m.

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JIM MATHERLY, MAYOR

ATTEST:

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D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR



# MEMORANDUM

City of Fairbanks Clerk’s Office

D. Danyielle Snider, City Clerk

TO: Mayor Matherly and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Marijuana License Renewals

DATE: October 5, 2021

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

Lic. #	DBA	License Type	Licensee	Address
17250	Pipe and Leaf: Premium Alaskan Cannabis	Retail Marijuana Store	Haley Essig	3546 Airport Way
10131	Pakalolo Supply Company, Inc.	Retail Marijuana Store	Pakalolo Supply Company, Inc.	1851 Fox Avenue
10230	Pakalolo Supply Company, Inc.	Standard Marijuana Cultivation Facility	Pakalolo Supply Company, Inc.	1851 Fox Avenue
22809	Airport Way Best Bud	Retail Marijuana Store	Airport Way Trade Center, LLC	3598 Airport Way

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest marijuana license renewals after holding a public hearing. The 60-day deadline for response to AMCO on the above-listed renewals is October 22, 2021.

Pursuant to FGC Sec. 14-215(b)(12), I have inquired about complaints filed within the past 12 months with the Fairbanks North Star Borough (FNSB) and AMCO in regard to the above-listed marijuana establishments. There are no complaints on file.

The Fairbanks Police Department has included a call report for the above-listed locations; however, there is no recommended protest by FPD. There are **no departmental objections** to the above-listed marijuana license renewal applications. Please contact me if you need any further information.

# CITY OF FAIRBANKS PUBLIC SAFETY

Call Time	Event ID	Rpt #	Street	Nature	Additi
09/26/2021 09	2021074891		3546 AIRPORT WAY	ALARM BURGLARY	
03/30/2021 16	2021022119		3546 AIRPORT WAY	REDDI	

Pipe + Leaf

# CITY OF FAIRBANKS PUBLIC SAFETY

Call Time	Event ID	Rpt #	Street	Nature	Additi
08/07/2021 16	2021060672		1851 FOX AVE	911 LOG	(S) (N
07/31/2021 21	2021058588		1851 FOX AVE	ALARM HOLDUP/PA	(S) (N
06/09/2021 01	2021041813		1851 FOX AVE	911 LOG	(S) (N
03/20/2021 23	2021019745		1851 FOX AVE	ALARM OVERRIDE	(S) (N
03/18/2021 21	2021019194		1851 FOX AVE	BURGLARY - OVER	(S) (N
03/16/2021 01	2021018462		1851 FOX AVE	BURGLARY - OVER	(S) (N
02/25/2021 07	2021013840		1851 FOX AVE	ADMIN - INFO/RE	(S) (N
02/25/2021 07	2021013839		1851 FOX AVE	ALARM BURGLARY	(S) (N
02/24/2021 07	2021013592		1851 FOX AVE	ALARM BURGLARY	(S) (N
01/29/2021 22	2021007180		1851 FOX AVE	ALARM HOLDUP/PA	(S) (N
01/27/2021 06	2021006509		1851 FOX AVE	ALARM HOLDUP/PA	(S) (N
01/03/2021 11	2021000645	21000032	1851 FOX AVE	SUPPLEMENTAL -	(S) (N
12/05/2020 07	2020117319		1851 FOX AVE	ALARM BURGLARY	(S) (N
10/03/2020 12	2020101398		1851 FOX AVE	INCAPACITATED P	(S) (N

*Pakalolo Supply*



# CITY OF FAIRBANKS PUBLIC SAFETY

Call Time	Event ID	Rpt #	Street	Nature	Additi
09/11/2021 00	2021070456		3598 AIRPORT WAY	ALARM BURGLARY	
08/15/2021 22	2021062990		3598 AIRPORT WAY	PD PROQA PROCES	
11/24/2020 14	2020114580		3598 AIRPORT WAY	AOA - NON URGEN	
11/24/2020 13	2020114573	20005976	3598 AIRPORT WAY	COLD EXPOSURE-N	

Airport Way  
Best Bud




# MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

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TO: Mayor Matherly and City Council Members  
FROM: D. Danyielle Snider, MMC, City Clerk   
SUBJECT: Request for Reconsideration of Ordinance No. 6178, as Amended  
DATE: October 4, 2021

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On September 27, 2021, the City Council passed a motion to adopt Ordinance No. 6178, as Amended, an Ordinance to Amend FGC Chapter 78, Article XXII, Motor Vehicle Impoundment and Forfeiture, to Remove Driving while License Suspended and No Insurance Convictions.

On September 28, 2021, Council Member Gibson requested reconsideration of the Council's decision on this matter. The request for reconsideration was filed timely per FGC Sec. 2-120(g)(2).

Procedurally, a motion by one of the five members who voted in favor of adopting the ordinance (on the prevailing side) would be needed. The motion to reconsider requires a second and is debatable. If a majority votes in favor of reconsideration, the main motion to adopt Ordinance No. 6178, as Amended, will return to the floor. If the motion to reconsider fails, the amended ordinance will stand as adopted. There is no public hearing scheduled for this item.

**ORDINANCE NO. 6178, AS AMENDED**  
(version adopted on 09/27/21)

**AN ORDINANCE TO AMEND FGC CHAPTER 78, ARTICLE XXII, MOTOR VEHICLE IMPOUNDMENT AND FORFEITURE, TO REMOVE DRIVING WHILE LICENSE SUSPENDED AND NO INSURANCE CONVICTIONS**

**WHEREAS**, Article XXII of Chapter 78 of the Fairbanks General Code, Motor Vehicle Impoundment and Forfeiture, was originally enacted in 1998 pursuant to the authority of AS 28.35.038; and

**WHEREAS**, Article XXII was amended in 2002 to add Driving While License Suspended and No Insurance to the offenses that would subject a vehicle to impoundment or forfeiture; and

**WHEREAS**, it is the sense of the Council that impoundment and forfeiture of vehicles under Article XXII should be limited to vehicles used in the commission of the crimes of driving while intoxicated and refusal, as originally enacted.

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

**Section 1.** That Fairbanks General Code Chapter 78, Article XXII, Motor Vehicle Impoundment and Forfeiture is amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

**ARTICLE XXII. - MOTOR VEHICLE IMPOUNDMENT AND FORFEITURE**

**Sec. 78-961. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Assessed or appraised value* of a motor vehicle shall be based upon the **Kelley Blue Automobile Dealers Association Book (KBB Blue Book)** for the same or similar make and model and accessorized motor vehicle. Should there be no **KBB Blue Book** value, the value shall be \$500.00.

*Driver* means a person who drives or is in actual physical control of a vehicle.

*Motor vehicle* means a vehicle which is self-propelled except a vehicle moved by human or animal power.

*Previously convicted* means having been convicted in this or another jurisdiction within ten years preceding the date of the present offense, of operating a motor vehicle, aircraft or

watercraft while intoxicated under AS 28.35.030 or another law or ordinance with substantially similar elements, or a refusal to submit to a chemical test under AS 28.35.032 or another law or ordinance with substantial similar elements, ~~or driving a motor vehicle while license suspended, canceled, revoked, or limited under AS 28.15.291 or another law or ordinance with substantially similar elements, or driving a motor vehicle without insurance or other security under FGC section 78-929 or another law or ordinance with substantially similar elements.~~

*Registered owner* refers to the owner of the vehicle at the time of the offense as shown in the vehicle ownership records of the state division of motor vehicles or another agency with similar responsibilities in another state but may include subsequent good-faith purchases.

*Regulated lienholder* means an entity whose lien on the vehicle is a result of lending activities that are subject to regulation by any federal or state agency, commission or department.

*Vehicle* means a device in, upon or by which a person or property may be transported or driven upon immediately over a highway, road or other public right-of-way.

**Sec. 78-962. Purpose; public nuisance.**

A motor vehicle that is operated, driven or in actual physical control of an individual arrested for or charged with a violation of AS 28.35.030, pertaining to driving while intoxicated, or; a violation of AS 28.35.032, pertaining to refusal to submit to chemical tests; ~~or a violation of AS 28.15.291, pertaining to driving while license canceled, suspended, revoked, or limited; or a violation of FGC section 78-929, pertaining to insurance or other security requirements,~~ may be impounded and may be forfeited to the city in accordance with this article. The purpose of this article is to protect the public by removing public nuisances and deterring driving while intoxicated. A vehicle operated in violation of the afore-stated statutes is declared to be a public nuisance for which the registered owners shall be legally responsible subject only to defenses set forth by law.

**Sec. 78-963. Presumptions; vehicle seizure.**

(a) It shall be presumed that a vehicle operated by or driven by or in the actual physical control of an individual arrested for or charged with a violation of AS 28.35.030 or AS 28.35.032, ~~or AS 28.15.291, or FGC section 78-929~~ has been so operated by the registered owner or has been operated by another person with the knowledge and consent of the registered owner.

(b) A vehicle used in the alleged violation of AS 28.35.030 or AS 28.35.032, ~~or AS 28.15.291, or FGC section 78-929~~ shall be impounded for 30 days if the person driving, operating, or in the actual physical control of the vehicle has not been previously convicted, and shall be forfeited to the city if the person **driving, operating, or in the actual physical control of the vehicle** has been previously convicted. **A vehicle used in the alleged**

**violation of AS 28.15.291 or FGC Sec. 78-929 shall be impounded for 10 days if the person driving, operating, or in the actual physical control of the vehicle as not been previously convicted, and shall be forfeited to the city if the person has been previously convicted.**

(c) Impoundment may occur through a seizure of the vehicle incident to an arrest at the discretion of the arresting officer or **by** a court order.

**Sec. 78-964. Jurisdiction; hearings; costs.**

(a) Civil impoundment or forfeiture cases may be heard and decided by ~~either the district court, an administrative hearing officer, or the parking authority,~~ which throughout this article may be referred to as "the court" or "a court." ~~Hearings before an administrative hearing officer shall take place no less than seven days and no more than 30 days after the registered owner or lienholder requests a hearing.~~ At the request of the city or a claimant, a civil proceeding under this section **may** ~~shall~~ be postponed until the conclusion of any pending criminal charges arising out of the incident giving rise to the proceeding under AS 28.35.030 **or** AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929.~~

(b) The court shall award the prevailing party in an impoundment or forfeiture case its reasonable attorney's fees and costs **pursuant to Rule 82, Alaska Rules of Civil Procedure.** ~~Costs shall include but are not limited to filing costs, advertising costs, police officer time required for testimony, prosecution costs, and other costs incurred in processing the case.~~

**Sec. 78-965. Notice to lienholders and parties of record; service by publication; failure to appear.**

(a) A lienholder and any party having an interest in the vehicle as shown by the vehicle ownership records ~~of by~~ the division of motor vehicles or any agency in any state where the vehicle is registered shall be served with notice of the civil action by certified mail sent to the address of record as shown in the ownership records. In a forfeiture action, the city may serve a party of record personally or by publication if mail service is unsuccessful.

(b) Service by publication in a forfeiture proceeding shall describe the vehicle, the date and place of impoundment and a contact person and shall be published once per week for two consecutive weeks in a newspaper of general circulation.

(c) Any party who fails to appear within 30 days of service of notice of an impoundment or forfeiture waives the right to object to impoundment or forfeiture. Any party who requests a hearing in a civil action shall be deemed served. For actions filed in district court, district court civil rules ~~shall~~ apply. Requests for release of a vehicle made by a person or entity not charged with a violation of AS 28.35.030 **or** AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929~~ must be brought in the forum of the civil action.

**Sec. 78-966. Avoidance of impoundment or forfeiture by owners and lienholders; defenses.**

(a) An owner or lienholder of record may avoid impoundment or forfeiture of that person's interest if ~~they~~ ~~the claimant~~ can establish by a preponderance of the evidence that:

- (1) The **owner or lienholder** ~~claimant~~ had an interest in the motor vehicle at the time of the alleged violation or which was acquired in good faith after the violation and not to avoid impoundment or forfeiture;
- (2) A person other than the **owner or lienholder** ~~claimant~~ was in possession of the vehicle and was responsible for the act which resulted in impoundment or forfeiture; and
- (3) Before permitting the operator to gain custody or control of the vehicle, the **owner or lienholder** ~~claimant~~ did not know or have reasonable cause to believe that the vehicle would be operated in violation of AS 28.35.030 **or** AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929.~~

(b) A regulated lienholder may meet the requirements of this section by filing with the court a copy of the vehicle's certificate of title or other security instrument reflecting the lien, with an affidavit stating the amount of the lien, ~~and~~ that the lienholder is a regulated lienholder, and that the lienholder was not in possession of the vehicle at the time of the act which resulted in the seizure of the vehicle.

(c) A regulated lienholder ~~has~~ ~~shall have~~ no duty to inquire into the driving record of any loan applicant or any member of the loan applicant's family or household, and failure to do so ~~may~~ ~~shall~~ not be ~~used~~ ~~able~~ as evidence against the regulated lienholder in any forfeiture proceeding or other civil action.

(d) A regulated lienholder's interest in a vehicle ~~is~~ ~~shall~~ not be subject to forfeiture in any case where:

- (1) The individual who allegedly used the vehicle in violation of AS 28.35.030 **or** AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929~~ is not the person whose dealings with the lienholder gave rise to the lien; or
- (2) The vehicle which the individual was driving, operating or was in actual physical control of at the time of the violation was not the vehicle involved in a prior conviction.

(e) An acquittal in a criminal proceeding under AS 28.35.030 **or** AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929~~ ~~shall~~ constitutes a defense against impoundment or forfeiture of a vehicle if the civil proceeding is based on the same conduct that forms the basis for the criminal charge.

~~–(f) A person convicted under FGC section 78-929(b) for the first time may avoid the 30-day impoundment under this article: (1) by presenting proof of insurance in effect no later than 30 days after the date of the offense; (2) by paying the applicable fine under section 78-929; (3) by paying the applicable charges for towing and storage; and (4) by paying an administrative fee of \$140.00.~~

**Sec. 78-967. Presumptions; knowledge of violation.**

~~(a) When a person other than the claimant was in possession of the vehicle and was driving with a suspended, revoked or canceled license, or without a valid driver's license, or in violation of a limited license, it shall be presumed that the claimant had reasonable cause to believe that the vehicle would be used in violation of AS 28.35.030, AS 28.35.032, AS 28.15.291 or FGC section 78-929. This subsection shall not apply to regulated lienholders.~~

~~–(b) When the owner claimant and driver are not the same person but and have a familial relationship, such as husband/wife, father/daughter, mother/stepson, etc., it shall be presumed that the owner claimant is responsible and that the vehicle was operated by the driver with the knowledge and consent of the owner claimant.~~

**Sec. 78-968. Hearing notification.**

Upon notification from the court of the time and place for a hearing in a civil action, the city shall provide to every person, unless such person was notified by the court, who has an ascertainable ownership or security interest in the vehicle written notice that includes:

- (1) A description of the motor vehicle;
- (2) The time and place of the forfeiture or impound hearing;
- (3) The legal authority under which the vehicle may be impounded or forfeited; and
- (4) Notice of the right to intervene to protect the interest in the motor vehicle.

**Sec. 78-969. Seizure; evidence; burden of proof.**

(a) A seizure of a vehicle under this Article is legally unjustified only if there was:

- (1) No reasonable suspicion for the stop of the vehicle leading to an arrest for driving while intoxicated based on the operation, driving, or actual physical control of the vehicle; or
- (2) No probable cause for the arrest of an individual for driving while intoxicated based on the individual's operation, driving, or actual physical control of the vehicle.

(b) For purposes of proceedings in an administrative forum, the police report, which may include the narrative, accompanying documents, computer printouts from data bases operated by police agencies and/or government agencies regulating motor vehicles showing the ownership of the vehicle, the driver's license status, and the record of criminal convictions of the driver, and/or tape recordings, is admissible evidence so long as it is signed with either the name, initials, badge number, or other identifying mark of an employee of the city in a statement made under oath.

(c) The burden of proof for an action under this article is preponderance of the evidence.

**Sec. 78-970. Resolution agreement between city and owner/lienholder.**

(a) The city may enter into an agreement with the registered owner or lienholder of the vehicle to resolve a civil impound or forfeiture action and permit release of the vehicle. Any such agreement shall include:

- (1) Acceptance by the owner or lienholder of responsibility for meeting the requirements of this section;
- (2) Agreement that the owner or lienholder will take reasonable steps to prevent the person arrested for or charged with a violation of AS 28.35.030, **or** AS 28.35.032, ~~or AS 28.15.291~~ or FGC section 78-929 from operating the vehicle until properly licensed; and
- (3) Agreement by the owner or lienholder that failure to fulfill the obligations under the agreement may result in forfeiture of the vehicle at the option of the city unless the lienholder is regulated and is required by law or the terms of the security agreement to relinquish possession of the vehicle upon payment of the lien or cure of any default.

**Sec. 78-971. Release of motor vehicle.**

A person seeking to redeem a vehicle must obtain an order **from the court** authorizing release of the vehicle, unless the release is made under an agreement with the city **or if the underlying criminal case is dismissed or resolved in a manner whereby the defendant is not convicted under AS 28.35.030 or 28.35.032.** A release **will** ~~shall~~ not be granted unless the person can:

- (1) Provide proof of ownership or, if a lienholder, a legal right to repossess the vehicle; and
- (2) Pay or provide proof of payment of any costs imposed, including the impound fees, storage fees, and any court costs imposed. The impound fee ~~is shall be~~ the actual cost of impound plus an administrative charge to offset the city's processing costs. If the city agrees or the court finds that seizure of a vehicle was **not** legally unjustified, **or if the underlying criminal case**



**is dismissed or resolved in a manner whereby the defendant is not convicted under AS 28.35.030 or 28.35.032, the vehicle will shall be released at no cost. If the person seeking to reclaim the vehicle does so within five days after the court's finding. A vehicle not claimed it within ten five days after the court's decision, the vehicle is subject to the daily storage fee, as provided in the City's Schedule of Fees and Charges for Services, for every day thereafter until the vehicle is reclaimed provisions of AS 28.10.502, relating to towing and storage liens.**

**Sec. 78-972. Bail release of motor vehicle; vehicle bond; amount of bond; costs; retrieval of personal items.**

~~(a) A person not charged with a violation of AS 28.35.030, AS 28.35.032, AS 28.15.291 or FGC section 78-929 may petition the court for a bail release of a motor vehicle before a civil action is filed.~~

~~(b) A vehicle return bond will shall be set for each vehicle alleged in the complaint to have been used in an alleged violation of AS 28.35.030 or AS 28.35.032, AS 28.15.291 or FGC section 78-929. The bond must may be posted in cash-only. The purpose of this bond is to secure the presence of the vehicle and to provide security to be forfeited if the vehicle is sold, transferred, or encumbered after the vehicle has been released pending hearing. If a vehicle is not returned on a return bond, the city may forfeit the bond funds and seize the vehicle to implement the impoundment or forfeiture ordered by the court. The court may not modify the bond requirement or release a posted bond for a vehicle which has been impounded for a period less than the vehicle would have been impounded for if the person was convicted.~~

~~(be) If a person charged with a violation of AS 28.35.030 or AS 28.35.032, AS 28.15.291 or FGC section 78-929 has no previous convictions for those statutes, the minimum vehicle return bond is shall be \$500.00. Where the person charged has been previously convicted of either any of the offenses above, the minimum vehicle bond will shall be specified in the City's Sschedule of Ffees and Ccharges for Sservices, which may be amended by city council resolution. A vehicle return bond may be set above the minimum if the vehicle appears to have unusually high value for its age but not to exceed twice the minimum amount.~~

~~(cd) A vehicle under this section may be released pending hearing upon proof of ownership of the vehicle, payment of the vehicle return bond, and payment of towing and storage fees, including the administrative fee as set forth in the City's Sschedule of Ffees and Ccharges for Sservices, to offset the city's processing costs.~~

~~(de) The court may order all or any part of the vehicle return bond to be forfeited to the city and may also order that the proceeds of any sale, transfer, or encumbrance be forfeited if the vehicle has been sold, transferred, or encumbered while subject to a vehicle return bond, if the vehicle is not returned in accordance with an order entered in the case requiring impoundment or forfeiture.~~

**(e) The vehicle owner, or a person with the owner's written permission, may retrieve personal items from the impounded vehicle upon payment of the access fee as set forth in the City's Schedule of Fees and Charges for Services.**

**Sec. 78-973. Impoundment; seizure incident to arrest; impoundment period; abandoned vehicle disposal; personal property in vehicles.**

(a) A motor vehicle that is operated, driven, or in the actual physical control of a person arrested for or charged with a violation of AS 28.35.030 or AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929~~ may be ordered impounded either upon conviction of the person for the offense or upon the decision of the court in a separate civil proceeding. To obtain an order for the impoundment in a contested proceeding, the city must establish by a preponderance of the evidence that the vehicle was operated, driven, or in the actual physical control of a person who was acting in violation of AS 28.35.030 or AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929~~.

(b) If the motor vehicle is seized incident to an arrest or otherwise prior to a conviction or court-ordered impoundment, the vehicle may not be held more than two days without a court order obtained to continue its detention. For purpose of computing the two-day period, Saturdays, Sundays and city legal holidays are not ~~to be~~ included.

(c) A vehicle which is ordered impounded under this section will ~~shall~~ be held for a period of 30 days **if the impoundment order is based upon a violation of AS 28.35.030 or AS 28.35.032 or for a period of 10 days if the impoundment order is based upon a violation of AS 28.15.291 or FGC Sec. 78-929.** An impoundment order may be made either upon conviction of the person of a violation of AS 28.35.030 or AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929~~, or upon decision of a court in a separate civil action.

(d) ~~The owner of a v~~ehicles ordered impounded under this section **must pay any fees owed and must retrieve the vehicle within 30 days after the completion of the 30-day impoundment,** which are not claimed at the end of the 30-day court-ordered period of impoundment ~~may be disposed of pursuant to the provisions of AS 28.10.502.~~ **Daily impound fees will cease accruing after the completion of the 30-day impoundment but will start accruing if the vehicle has not been retrieved within 30 days after the completion of the impoundment. Vehicles not retrieved within 90 days of the completion of the 30-day impoundment will be considered abandoned and may be disposed of without further notice to the owner.** If the contents of the vehicle have not been recovered before such disposal, the contents may be disposed of with the vehicle. ~~Charges for towing, access to the impounded vehicle and storage fees are as set forth in the city's schedule of fees and charges for services.~~

**Sec. 78-974. Forfeiture process.**

(a) A motor vehicle that is operated, driven, or in the actual physical control of a person arrested or charged with a violation of AS 28.35.030 or AS 28.35.032, ~~AS 28.15.291 or~~

~~FGC section 78-929~~ may be forfeited to the city either upon conviction of **either** any of the offenses listed above or upon decision of a court in a separate civil proceeding. To obtain an order of forfeiture in a contested proceeding, the city must establish by a preponderance of the evidence that the vehicle was operated, driven, or in the physical control of the person acting in violation of either offense and **that** the individual has been previously convicted.

(b) A motor vehicle may be seized and towed to a secure location by a police officer or a police officer's designee upon an order issued by a court having jurisdiction over the motor vehicle upon a showing of probable cause that the motor vehicle may be forfeited or impounded under this section. Seizure without a court order may be made if:

- (1) The impoundment is incident to an arrest;
- (2) The motor vehicle has been ordered impounded or forfeited and that order has not yet been executed; or
- (3) There is probable cause to believe that the motor vehicle was operated, driven or in the actual physical control of a person in violation of AS 28.35.030 **or** AS 28.35.032, ~~AS 28.15.291 or FGC section 78-929.~~

~~(c) A court may order impoundment of a motor vehicle subject to forfeiture in a civil action for a minimum of 30 consecutive days.~~

**Sec. 78-975. Custody of vehicle; police department; inventory; retrieval of ignition interlock devices.**

(a) A motor vehicle seized for the purpose of forfeiture or impoundment **will** ~~should~~ be held in the custody of the city or a private impound yard authorized by the city to retain custody of the vehicle, subject only to the orders and decrees of the court having jurisdiction over any forfeiture or impoundment proceedings. When a motor vehicle is seized, the **city** ~~police chief or an authorized designee~~ may:

- (1) Remove the motor vehicle and any contents in the vehicle to a place designated by the court; or
- (2) Take custody of the motor vehicle and any contents of the vehicle and remove it to an appropriate location for disposition; and
- (3) Allow the owner of an ignition interlock device installed in a vehicle held pending forfeiture to retrieve the device upon a showing of proof of ownership and execution of a written agreement to assume liability for damage caused during retrieval. The city will cross check impounded vehicles against a data base provided by ignition interlock owners and notify device owners of vehicle impound. The fee for this service and access shall

be as provided in the Ccity's Schedule of Fees and Charges for Services.

(b) Following a forfeiture, the police department shall make an inventory of the contents of any motor vehicle seized. Personal property can be recovered from the vehicle in the same manner as set forth in section 78-972~~3~~(e).

(c) A person in a forfeiture action claiming an interest in the property shall file, within 30 days after service or completion of publication, a notice of claim setting out the nature of the interest, the date it was acquired, the consideration paid, and an answer to the city's allegations. If a claim and answer is not filed within the required time, the motor vehicle ~~may~~ **must** be forfeited to the city without further proceedings. For a regulated lienholder, the notice of claim and answer is met by the filing of information required in section 78-966 and by adding to the affidavit a statement of the original amount of the loan giving rise to the lien and the current balance due on that loan.

(d) A claimant may petition the court for sale of a motor vehicle before final disposition of court proceedings. The court shall grant a petition for sale upon a finding that the sale is in the best interest of the city. Proceeds from the sale plus interest to the date of final disposition of the court proceedings become the subject of the forfeiture action.

**Sec. 78-976. Disposition of forfeited property; return to claimant.**

(a) Property forfeited under this article ~~will~~ **shall** be disposed of by the ~~city police department~~ **city** in accordance with this section. Property forfeited includes both the vehicle and its contents if those contents have not been recovered before the date of disposal. The ~~city police department~~ **city** may:

- (1) Sell the property in a manner that will yield the best price and use the proceeds for payment of all expenses of seizure, custody, court costs, and attorney's fees;
- (2) Take custody of the property and use it in the enforcement of city and state criminal codes **or for other public purpose**; or
- (3) Destroy the property.

(b) When a claimant to a motor vehicle is entitled to its possession, the court shall order that:

- (1) The vehicle be delivered to the claimant immediately subject to costs as described in section 78-971; or
- (2) If the claimant is entitled to some value less than the total value of the motor vehicle, the claimant is entitled to receive either the value of the claimant's

interest after the sale of the vehicle or upon request and payment of the difference in value by the claimant, the motor vehicle itself.

(c) When a vehicle is sold and lienholder interest exceeds the sale price, the owner may be held responsible for the difference and the city's cost.

**Sec. 78-977. - Multiple ownership on certificate of title.**

In a contested forfeiture proceeding concerning a vehicle titled in the names of more than one owner on the certificate of title, the court shall proceed as follows:

- (1) If one owner does not avoid forfeiture, the court may order the forfeiture of the entire interest of all the owners in a vehicle which is titled in the names of more than one owner in the disjunctive, which is signified by the word "or."
- (2) If one ~~such~~ owner does not avoid forfeiture, the court shall order the forfeiture of the interest of any owner in a vehicle which is titled in the names of more than one owner in the conjunctive which is signified by the word "and." Owners of a vehicle titled in the names of more than one owner in the conjunctive are presumed to own the vehicle in equal shares. Under this subsection, the court shall order that the vehicle be sold at public auction and further order that the proceeds from the sale of the vehicle be held by the city's department of finance. After deduction of the reasonable costs of the auction, the amount of the proceeds of the auction for the sale of that vehicle which is equal to the interests of the owners whose interests have not been forfeited will ~~shall~~ be returned to those owners if those owners apply to the department of finance within 60 days of the auction. If the owners whose interests have not been forfeited do not apply within that period, those funds become the property of the city subject to the rights of any other claimant to those funds.

**Section 2.** That the effective date of this ordinance is the \_\_\_\_ day of September 2021.

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**Jim Matherly, Mayor**

AYES: Marney, Clark, Therrien, Rogers, Gibson  
NAYS: Kun  
ABSENT: None  
ADOPTED: September 27, 2021

ATTEST:

APPROVED AS TO FORM:

Ordinance No. 6178, as Amended  
(version adopted on 09/27/21)  
Page 11 of 12

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D. Danyielle Snider, MMC, City Clerk

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Paul Ewers, City Attorney

Introduced by: Mayor Matherly and  
Council Members Therrien, Rogers, Kun, and Marney  
Finance Committee Review: September 21, 2021  
Introduced: September 27, 2021

**ORDINANCE NO. 6181, AS AMENDED**

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE  
CHAPTER 50, ARTICLE VIII, TO ADD PAID FAMILY LEAVE AND  
PAID FUNERAL LEAVE**

**WHEREAS**, Fairbanks General Code Chapter 50, Article VIII, Leave; Health Benefits; Retirement, sets forth the City's policy and procedure for providing leave, health, and retirement benefits for non-union City employees whose terms and conditions of employment are covered by the Fairbanks General Code; and

**WHEREAS**, the City recognizes workplace benefits are an important part of balancing work, family, and medical needs, and that benefits such as paid family and funeral leave can help employees meet their personal and family health care needs, while also fulfilling work responsibilities; and

**WHEREAS**, the City realizes benefits such as paid family and funeral leave can play a vital role in retaining and attracting key employees, as well as in reducing turnover and its related costs and that it is more efficient to retain a quality employee than to recruit, train, and orient a replacement employee of the same quality; and

**WHEREAS**, the current ordinance does not provide employees with paid family leave and paid funeral leave; and

**WHEREAS**, it is the intent of the City to provide paid family leave in the form of medical maternity leave and parental leave to eligible employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption with the purpose of providing economic relief to the eligible employee enabling the employee to recover from childbirth or care for and bond with a newborn or a newly adopted child; and

**WHEREAS**, it is the intent of the City to provide paid funeral leave in the form of paid time off to attend a funeral with the purpose of providing economic relief to the eligible employee.

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

**Section 1.** That Fairbanks General Code Chapter 50, Article VIII Leave; Health Benefits; Retirement, is hereby amended to add Section 50-288 Paid Family Leave and Sec. 50-289 Paid Funeral Leave as follows:

**Sec. 50-288. Paid Family Leave.**

Paid family leave in the form of paid medical maternity leave (“Paid MML”) and paid parental leave (“PPL”) is available to eligible employees.

(a) Paid Medical Maternity Leave.

Definitions:

*Disability* - physical or mental impairment that substantially limits one or more major life activity.

*Related Medical Condition* - a physical or mental condition intrinsic to pregnancy or childbirth.

Eligibility Requirements:

1. Be a female employee who experiences a disability relating to the employee’s pregnancy, childbirth, or related medical condition; and,
2. Be an employee who has worked as a permanent regular full or part-time employee for at least **one year**~~six months~~ immediately preceding the date of the requested leave. Temporary employees and interns are not eligible for this benefit.~~The six months of employment do not need to be consecutive;~~ and,
3. Be an employee who is currently on leave pursuant to the Family and Medical Leave Act (“FMLA”) or/and the Alaska Family Leave Act (“AFLA”).

Maximum Paid MML

An eligible employee may receive Paid MML up to the weeks listed below for the expressed years of employment:

Employment Period:	Paid MML availability:
<b>1 year</b> <del>6 months</del> up to 3 years	2 weeks
3 years up to 5 years	3 weeks
5 years or more	4 weeks

(b) Paid Parental Leave.

Eligibility Requirements:

1. Be a spouse or committed partner of a female who has given birth to a child; or
2. Be an employee who has adopted a child aged ~~5~~<sup>17</sup> or younger; and
3. Be an employee who has worked as a permanent regular full or part-time employee for at least **one year**~~six months~~ immediately preceding



the date of the requested leave. Temporary employees and interns are not eligible for this benefit.

Maximum PPL

An eligible employee may receive a maximum of two weeks of PPL per birth or adoption of a child/children.

(c) Amount, Time Frame, and Duration of Paid Family Leave.

1. Approved paid family leave may be taken at any time during the 6-month period immediately following the birth or adoption of a child. Paid family leave may not be used or extended beyond this 6-month time frame.
2. The eligible employee must take paid family leave in one continuous period of leave and must use all paid family leave during the 6-month time frame listed in this section. Any unused paid family leave will be forfeited at the end of the 6-month time frame.
3. The eligible employee shall not receive more than the number of weeks allowed of paid family leave in a rolling 6-month period, regardless of whether more than one birth or adoption event occurs within that 6-month time frame.
4. Multiple births or adoptions (e.g., the birth of twins or adoption of siblings) will not increase the total amount of paid time available or granted to the eligible employee for that event.
5. Paid MML and PPL may not be used consecutively or concurrently within the rolling 6-month period.
6. Each week of paid family leave will be compensated at 100 percent of the employee's regular, straight-time weekly pay minus all regular deductions and will be paid on regularly scheduled pay dates.
7. The eligible employee shall not receive payment for or otherwise cash-out leave available pursuant to this section. Upon termination of employment, an employee will not be paid for any unused paid family leave for which the employee was eligible.

(d) Coordination with Other Policies.

1. Paid family leave taken under this section will run concurrently with FMLA and/or AFLA leave taken, as applicable; thus, any leave taken pursuant to this section will be counted toward the applicable number of weeks of available FMLA or AFLA leave per the specified FMLA or AFLA period. All other requirements and provisions under the FMLA or AFLA will apply. The total amount of leave granted to the eligible employee pursuant to this section may not exceed the FMLA or AFLA leave period.

2. After the paid family leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA or AFLA leave (if applicable) will be compensated through the eligible employee's accrued sick, vacation, and personal leave time. Upon exhaustion of accrued sick, vacation, and personal leave time, any remaining leave will be unpaid.
3. If the eligible employee and employee's family participate in the City's group health plan, the City shall maintain coverage during paid family leave on the same terms as if the employee had continued to work.
4. If a City holiday occurs while the eligible employee is on paid family leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid family leave entitlement.
5. If the eligible employee is on paid family leave when the City offers administrative leave (known as an "admin day"), that time will be recorded as paid family leave. Administrative leave will not extend the paid family leave entitlement.
6. An eligible employee who takes paid family leave shall be afforded the same or equivalent job protection as provided by the FMLA or AFLA for the period of time the employee is on paid family leave.

(e) Requests for Paid Family Leave.

1. The eligible employee must provide the employee's supervisor and the human resource department with notice of the request for paid family leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary human resource forms and provide all documentation as required by the human resource department to substantiate the request.
2. Upon receipt of a request for paid family leave from an eligible employee, the human resource department will inform the employee whether the employee is eligible for paid leave under this section and whether such leave is granted. Should the employee be granted leave, the human resource department will provide the employee with a notice that specifies any additional information required, as well as their rights and responsibilities.

(f) The City has the exclusive right to interpret all paid family leave policies related to this section.

(g) Notwithstanding any other provision in this chapter to the contrary, the provisions of this section will apply to all city employees.

**Sec. 50-289. Paid Funeral Leave.**

(a) A permanent full or part-time employee, **regardless of length of employment**, may be granted up to three consecutive working days of paid funeral leave to attend the funeral of a deceased immediate family member of the employee, or one working day of paid funeral leave to attend the funeral of a deceased extended family member of the employee.

(b) If approved, the employee will be granted paid funeral leave for days off to attend the funeral of a deceased immediate or extended family member.

(c) Leave days must be approved by the Department Head or Mayor. Upon approval, the employee must provide the human resource department with notice of the request for paid funeral leave prior to the leave (or if the leave was not foreseeable, as soon as possible) and complete the necessary human resource forms.

(d) Upon the employee's return, proper documentation is required to be presented to the human resource department. If proper documentation is not provided within 30 days, the paid funeral leave will be reimbursed from the employee's personal annual leave bank at 100 percent of the employee's regular, straight-time pay minus any regular deductions or other appropriate means.

(e) The City has the exclusive right to interpret all funeral leave policies related to this section.

(f) Notwithstanding any other provision in this chapter to the contrary, the provisions of this section will apply to all city employees.

**Section 2.** That the effective date of this Ordinance shall be the 1st day of January 2022.

---

**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul J. Ewers, City Attorney

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

**I. REQUEST:**

Ordinance or Resolution No: 6181

Abbreviated Title: ORDINANCE TO ADD PAID FAMILY LEAVE AND PAID FUNERAL LEAVE

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? \_\_\_\_\_

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

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

EXPENDITURES:	2021	2022	2023	Total
SALARY AND BENEFITS				\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

FUNDING SOURCE:	2021	2022	2023	Total
GENERAL FUND				\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

This Ordinance provides paid family leave and paid funeral leave. These benefits will not impact the general fund budget since the City budgets for an employee's standard work week and potential annual leave cash out; however, there is a value of this benefit to an eligible employee. The value of family leave for the lowest paid employee is \$2,240 for 2 weeks, \$3,360 for 3 weeks, and \$4,480 for 4 weeks; whereas, the value of leave for the highest paid employee is \$6,400 for 2 weeks, \$9,600 for 3 weeks, and \$12,800 for 4 weeks. The value of 3 days of funeral leave for the lowest paid employee is \$670; whereas, the value for the highest paid employee is \$1,920.

Reviewed by Finance Department:

Initial mb

Date 9/16/2021

Introduced By: Mayor Matherly  
Finance Committee Review: September 21, 2021  
Introduced: September 27, 2021

**ORDINANCE NO. 6182**

**AN ORDINANCE AMENDING THE 2021 OPERATING  
AND CAPITAL BUDGETS FOR THE FOURTH TIME**

**WHEREAS**, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2021 operating and capital budget.

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

**SECTION 1.** There is hereby appropriated to the 2021 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2021 and ending December 31, 2021 (see pages 2 and 3):

## GENERAL FUND

REVENUE	COUNCIL APPROPRIATION	INCREASE (DECREASE)	AMENDED APPROPRIATION
Taxes (all sources)	\$ 21,464,578	\$ 800,000	\$ 22,264,578
Charges for Services	5,391,800		5,391,800
Intergovernmental Revenues	2,042,150	476,000	2,518,150
Licenses and Permits	2,137,950		2,137,950
Fines and Forfeitures	436,500		436,500
Interest and Penalties	130,500		130,500
Rental and Lease Income	136,762		136,762
Other Revenues	220,000		220,000
Other Financing Sources	2,489,364		2,489,364
Total revenue appropriation	\$ 34,449,604	\$ 1,276,000	\$ 35,725,604
EXPENDITURES			
Mayor Department	\$ 695,554	\$ -	\$ 695,554
Legal Department	220,493		220,493
Office of the City Clerk	433,465		433,465
Finance Department	1,009,811		1,009,811
Information Technology	2,323,802		2,323,802
General Account	4,164,510	1,056,000	5,220,510
Police Department	7,410,915		7,410,915
Communications Center	2,572,479		2,572,479
Fire Department	7,453,687		7,453,687
Public Works Department	9,159,140		9,159,140
Engineering Department	926,268		926,268
Building Department	680,389		680,389
Total expenditure appropriation	\$ 37,050,513	\$ 1,056,000	\$ 38,106,513
Estimated general fund balance	\$ 13,297,941	\$ -	\$ 13,297,941
Prior year encumbrances	(518,563)	-	(518,563)
Transfers to other funds	(2,400,000)	-	(2,400,000)
Increase (Decrease) to fund balance	317,654	220,000	537,654
2021 estimated unassigned balance	\$ 10,697,032	\$ 220,000	\$ 10,917,032
Minimum unassigned fund balance requirement is 20% of budgeted annual			\$ 7,621,303

## CAPITAL FUND

<u>REVENUE</u>	COUNCIL APPROPRIATION	INCREASE (DECREASE)	AMENDED APPROPRIATION
Transfer from Permanent Fund	\$ 648,139	\$ -	\$ 648,139
Transfer from General Fund	2,000,000	-	2,000,000
Property Repair & Replacement	145,000	-	145,000
Public Works	250,000	-	250,000
Garbage Equipment Reserve	255,750	-	255,750
IT	70,000	-	70,000
Police	180,000	-	180,000
Communications Center	140,000	-	140,000
Fire	290,000	-	290,000
Building	10,000	-	10,000
Total revenue appropriation	<u>\$ 3,988,889</u>	<u>\$ -</u>	<u>\$ 3,988,889</u>
 <u>EXPENDITURES</u>			
Property Repair & Replacement	\$ 2,256,055	\$ 140,000	\$ 2,396,055
Public Works Department	1,146,837	80,200	1,227,037
IT Department	240,305	-	240,305
Police Department	463,078	-	463,078
Fire Department	761,878	-	761,878
Road Maintenance	567,776	-	567,776
Total expenditure appropriation	<u>\$ 5,435,929</u>	<u>\$ 220,200</u>	<u>\$ 5,656,129</u>
Estimated capital fund balance	\$ 13,895,485	\$ -	\$ 13,895,485
Prior year encumbrances	(1,547,570)	-	(1,547,570)
Increase (Decrease) to fund balance	100,530	(220,200)	(119,670)
2021 estimated assigned fund balance	<u>\$ 12,448,445</u>	<u>\$ (220,200)</u>	<u>\$ 12,228,245</u>

**SECTION 2.** All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2021 and ending December 31, 2021.

**SECTION 3.** The effective date of this ordinance shall be the 11th day of October 2021.

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

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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

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



**FISCAL NOTE**  
ORDINANCE NO. 6182  
AMENDING THE 2021 OPERATING AND CAPITAL BUDGETS  
FOR THE FOURTH TIME

**GENERAL FUND**  
**\$1,276,000 Increase in Revenue**  
**\$1,056,000 Increase in Expenditures**

**Revenue**

1. Taxes
  - \$800,000 increase to room rental taxes
2. Charges for Services
3. Intergovernmental Revenues
  - \$396,000 increase to State of Alaska PERS on behalf payments
  - \$80,000 increase to State of Alaska SART payment
4. License and Permits
5. Fines and Forfeitures
6. Interest and Penalties
7. Rental and Lease Income
8. Other Revenues
9. Other Financing Sources

**Expenditures**

1. Mayor Department
2. Legal Department
3. City Clerk's Office
4. Finance Department
5. Information Technology
6. General Account
  - \$20,000 increase to credit card fees
  - \$15,000 increase to steam (utility)
  - \$5,000 increase to advertising

- \$620,000 increase to contributions to agencies (Explore Fairbanks)
  - \$396,000 increase to State of Alaska PERS on behalf payments
7. Police Department
  8. Communications Center
  9. Fire Department
  10. Public Works Department
  11. Engineering Department
  12. Building Department

**CAPITAL FUND**  
**\$0 Increase in Revenue**  
**\$220,200 Increase in Expenditures**

**Revenue**

1. Other Financing Sources

**Expenditures**

1. Property Repair & Replacement
  - \$100,000 increase for Police Station 2nd Balcony Enclosure
  - \$40,000 increase for roof repair at City Hall and Police Station
2. Public Works
  - \$80,200 increase to purchase excavator (remaining balance for the Coronavirus Local Fiscal Recovery Funds project, total cost \$382,000)
3. Garbage Equipment Reserve
4. IT Department
5. Police Department
6. Communications Center
7. Fire Department
8. Road Maintenance

Introduced By: Mayor Matherly  
Finance Committee Review: September 21, 2021  
and October 6, 2021  
Introduced: September 27, 2021

**ORDINANCE NO. 6182, AS AMENDED  
(PROPOSED SUBSTITUTE)**

**AN ORDINANCE AMENDING THE 2021 OPERATING  
AND CAPITAL BUDGETS FOR THE FOURTH TIME**

**WHEREAS**, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2021 operating and capital budget.

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

**SECTION 1.** There is hereby appropriated to the 2021 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2021 and ending December 31, 2021 (see pages 2 and 3):

## GENERAL FUND

<u>REVENUE</u>	COUNCIL APPROPRIATION	INCREASE (DECREASE)	AMENDED APPROPRIATION
Taxes (all sources)	\$ 21,464,578	\$ 800,000	\$ 22,264,578
Charges for Services	5,391,800		5,391,800
Intergovernmental Revenues	2,042,150	476,000	2,518,150
Licenses and Permits	2,137,950		2,137,950
Fines and Forfeitures	436,500		436,500
Interest and Penalties	130,500		130,500
Rental and Lease Income	136,762		136,762
Other Revenues	220,000		220,000
Other Financing Sources	2,489,364		2,489,364
Total revenue appropriation	<u>\$ 34,449,604</u>	<u>\$ 1,276,000</u>	<u>\$ 35,725,604</u>
 <u>EXPENDITURES</u>			
Mayor Department	\$ 695,554	\$ -	\$ 695,554
Legal Department	220,493		220,493
Office of the City Clerk	433,465		433,465
Finance Department	1,009,811		1,009,811
Information Technology	2,323,802		2,323,802
General Account	4,164,510	1,056,000	5,220,510
Police Department	7,410,915		7,410,915
Communications Center	2,572,479		2,572,479
Fire Department	7,453,687		7,453,687
Public Works Department	9,159,140		9,159,140
Engineering Department	926,268		926,268
Building Department	680,389		680,389
Total expenditure appropriation	<u>\$ 37,050,513</u>	<u>\$ 1,056,000</u>	<u>\$ 38,106,513</u>
Estimated general fund balance	\$ 13,297,941	\$ -	\$ 13,297,941
Prior year encumbrances	(518,563)	-	(518,563)
Transfers to other funds	(2,400,000)	-	(2,400,000)
Increase (Decrease) to fund balance	317,654	220,000	537,654
2021 estimated unassigned balance	<u>\$ 10,697,032</u>	<u>\$ 220,000</u>	<u>\$ 10,917,032</u>
Minimum unassigned fund balance requirement is 20% of budgeted annual			<u>\$ 7,621,303</u>

## CAPITAL FUND

<u>REVENUE</u>	COUNCIL APPROPRIATION	INCREASE (DECREASE)	AMENDED APPROPRIATION
Transfer from Permanent Fund	\$ 648,139	\$ -	\$ 648,139
Transfer from General Fund	2,000,000	-	2,000,000
Property Repair & Replacement	145,000	-	145,000
Public Works	250,000	-	250,000
Garbage Equipment Reserve	255,750	-	255,750
IT	70,000	-	70,000
Police	180,000	-	180,000
Communications Center	140,000	-	140,000
Fire	290,000	-	290,000
Building	10,000	-	10,000
Total revenue appropriation	<u>\$ 3,988,889</u>	<u>\$ -</u>	<u>\$ 3,988,889</u>
 <u>EXPENDITURES</u>			
Property Repair & Replacement	\$ 2,256,055	<b>\$ 219,500</b>	\$ 2,475,555
Public Works Department	1,146,837	80,200	1,227,037
IT Department	240,305	-	240,305
Police Department	463,078	<b>100,000</b>	563,078
Fire Department	761,878	-	761,878
Road Maintenance	567,776	-	567,776
Total expenditure appropriation	<u>\$ 5,435,929</u>	<u>\$ 399,700</u>	<u>\$ 5,835,629</u>
Estimated capital fund balance	\$ 13,895,485	\$ -	\$ 13,895,485
Prior year encumbrances	(1,547,570)	-	(1,547,570)
Increase (Decrease) to fund balance	100,530	(399,700)	(299,170)
2021 estimated assigned fund balance	<u>\$ 12,448,445</u>	<u>\$ (399,700)</u>	<u>\$ 12,048,745</u>

**SECTION 2.** All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2021 and ending December 31, 2021.

**SECTION 3.** The effective date of this ordinance shall be the 11th day of October 2021.

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

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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

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

**FISCAL NOTE**  
ORDINANCE NO. 6182, AS AMENDED  
AMENDING THE 2021 OPERATING AND CAPITAL BUDGETS  
FOR THE FOURTH TIME

**GENERAL FUND**  
**\$1,276,000 Increase in Revenue**  
**\$1,056,000 Increase in Expenditures**

**Revenue**

1. Taxes
  - \$800,000 increase to room rental taxes
2. Charges for Services
3. Intergovernmental Revenues
  - \$396,000 increase to State of Alaska PERS on behalf payments
  - \$80,000 increase to State of Alaska SART payment
4. License and Permits
5. Fines and Forfeitures
6. Interest and Penalties
7. Rental and Lease Income
8. Other Revenues
9. Other Financing Sources

**Expenditures**

1. Mayor Department
2. Legal Department
3. City Clerk's Office
4. Finance Department
5. Information Technology
6. General Account
  - \$20,000 increase to credit card fees
  - \$15,000 increase to steam (utility)
  - \$5,000 increase to advertising

- \$620,000 increase to contributions to agencies (Explore Fairbanks)
  - \$396,000 increase to State of Alaska PERS on behalf payments
7. Police Department
  8. Communications Center
  9. Fire Department
  10. Public Works Department
  11. Engineering Department
  12. Building Department

**CAPITAL FUND**  
**\$0 Increase in Revenue**  
**\$399,700 Increase in Expenditures**

**Revenue**

1. Other Financing Sources

**Expenditures**

1. Property Repair & Replacement
  - \$100,000 increase for Police Station 2nd Balcony Enclosure
  - \$40,000 increase for roof repair at City Hall and Police Station
  - **\$79,500 increase for Police Station Sprinkler System**
2. Public Works
  - \$80,200 increase to purchase excavator (remaining balance for the Coronavirus Local Fiscal Recovery Funds project, total cost \$382,000)
3. Garbage Equipment Reserve
4. IT Department
5. Police Department
  - **\$100,000 increase to purchase two police vehicles**
6. Communications Center
7. Fire Department
8. Road Maintenance



**RESOLUTION NO. 4988**

**A RESOLUTION AMENDING THE CITY SCHEDULE OF FEES  
AND CHARGES FOR SERVICES BY INCREASING THE  
TOWING FEE FOR CITY IMPOUNDS**

**WHEREAS**, in September 2021 the City executed a new towing contract with Interior Towing and Salvage, Inc.; and

**WHEREAS**, with the new contract, Interior Towing and Salvage, Inc. has increased the flat tow rate charged to the City to \$175.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA**, to approve the attached version of the *Schedule of Fees and Charges for Services* amending the towing fee for City impounds, effective October 11, 2021.

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

---

**Jim Matherly, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Paul J. Ewers, City Attorney

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

As of Resolution No. 4988 - Effective October 11, 2021

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description
<b>Garbage Collection</b>	66-22	Single Family Dwelling	\$ 88.00		Per quarter (rounded from \$88.13)
		Duplex	\$ 176.00		
		Triplex	\$ 264.00		
		Fourplex	\$ 352.00		
	66-23	Senior Rate	\$ 68.00		Per quarter (rounded from \$68.35)
	66-42	Improper containment or disposal of household medical wastes (sharps)	\$ 200.00		Employee health risk exposure and work loss time
	66-42	Improper containment or disposal of hazardous wastes	\$ 25.00		
	66-42	Improper containment or disposal of ashes	\$ 25.00		
66-62	Container/receptacle abatement	\$ 25.00			
66-24	Oversized Garbage Pickup (no freezers or refrigerators)	\$ 85.00		Per trip, pre-paid	
<b>Vehicle Impound Fees</b>	78-972	Admin Fee	\$ 500.00		
		Vehicle Bail Schedule (1st offense)	\$ 500.00		Note: Set by 78-972(c)
		Vehicle Bail Schedule (previously convicted)			
		Vehicle Age:			
		20 years or older	\$ 1,000.00		
		15 - 19 years	\$ 2,000.00		
		10 - 14 years	\$ 3,000.00		
		5 - 9 years	\$ 4,000.00		
		0 - 4 years	\$ 10,000.00		
		Tow Fee	<del>\$ 135.00</del>	\$ 175.00	Flat tow charge
Storage fees	\$ 20.00		Per day		
Access Fee	\$ 75.00		Per hour, one-hour minimum per trip		
<b>Public Works</b>		Public Works Hourly Staff Rate	\$ 80.00		Per hour for specialty, non-fire mechanic Public Works staff time (1-hour minimum)
		Public Works Fire Bay Rate	\$ 50.00		Per hour; max of \$250 per day (1-hour minimum)
		Public Works Fire Bay Mechanic(s) Rate	\$ 190.00		\$95 per hour rate for 2 specialty fire mechanics (2 mechanics for safety; 1-hour minimum)
		Public Works Mechanic, Contract Rate	Negotiated		Per MOA with outside agency

**ORDINANCE NO. 6183**

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE SEC. 2-181  
ADVERTISING VACANCIES ON CITY BOARDS AND COMMISSIONS**

**WHEREAS**, FGC Sec. 2-181 requires that the City Clerk advertise Board and Commission vacancies in the local newspaper; and

**WHEREAS**, FGC Sec. 2-181 was last amended in 1985, long before the internet and social media was available to the general public; and

**WHEREAS**, the City website now serves as an information center for Boards and Commissions, including details about each Board and Commission's purpose, characteristics, contacts, and vacancies; and

**WHEREAS**, since the City implemented the online application and information platform for Boards and Commission in 2014, citizens have been encouraged to apply online, and currently over 95% of applications received are submitted through the City's website; and

**WHEREAS**, online advertising for Board and Commission vacancies through the City's website and social media pages is an effective way to reach citizens at no cost to the City; and

**WHEREAS**, the City Clerk's Office estimates a minimum annual savings of \$5,000 in newspaper advertising by replacing the individual vacancy listing with a general statement about where to find detailed information regarding City Boards and Commissions.

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

**Section 1.** That Fairbanks General Code Section 2-181 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

**Sec. 2-181. - Advertising vacancies on city boards and commissions.**

The city clerk shall **maintain a current listing of all**~~cause notices of vacancies on city boards and commissions~~ **on the city's official website. Councilmembers will be given notice of any new appointments at least four days prior to the council meeting at which the appointment is considered**~~to be published in the city page or a display ad in one or more newspapers of general circulation in the city when the incumbent is not available for reappointment. Any new appointments to be made shall be noticed to councilmembers at least four days prior to such announcement.~~

**Section 2.** That the effective date of this Ordinance shall be the \_\_\_\_ day of October 2021.

---

**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

---

D. Danyielle Snider, MMC, City Clerk

---

Paul J. Ewers, City Attorney

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

**I. REQUEST:**

Ordinance or Resolution No: 6183

Abbreviated Title: AMEND FGC SEC 2-181 ADVERTISING VACANCIES ON BOARD/COMMISSIONS

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

EXPENDITURES:	Total
ADVERTISING	\$ (5,000)
<b>TOTAL</b>	<b>\$ (5,000)</b>

FUNDING SOURCE:	Total
GENERAL FUND (SAVINGS)	\$ (5,000)
<b>TOTAL</b>	<b>\$ (5,000)</b>

The City Clerk's Office estimates a minimum annual savings of \$5,000 in newspaper advertising by replacing the individual vacancy listing with a general statement about where to find detailed information regarding City Boards and Commissions.

Reviewed by Finance Department:

Initial mb

Date 10/5/2021

**ORDINANCE NO. 6184**

**AN ORDINANCE CREATING AN EMPLOYEE CAPITAL INCENTIVE PROGRAM (ECIP) AT THE CITY OF FAIRBANKS**

**WHEREAS**, the City of Fairbanks recognizes that employees are essential to achieving the mission of providing services to the citizens of Fairbanks; and

**WHEREAS**, the City of Fairbanks invests significant funds in new employee training and certifications, especially in public safety; and

**WHEREAS**, the City of Fairbanks repeatedly has qualified employees resign due to excessive overtime and less competitive wage and benefit packages; and

**WHEREAS**, the City of Fairbanks had salary savings of \$6,000,000 from 2016 to 2020 that were transferred to the capital fund; and

**WHEREAS**, the City administration and City Council are committed to retaining experienced employees that serve the City of Fairbanks.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fairbanks, that the City establishes an Employee Capital Incentive Program as described in Attachment A.

**PASSED and APPROVED this 25th Day of October 2021.**

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

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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

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

## ATTACHMENT A

The procedure to determine the dollar value of the Employee Capital Incentive Program (ECIP) is as follows:

- The Council will determine the salary savings percentage allocated for the ECIP annually but will start with a 30% allocation for 2021.
- The annual salary savings will be calculated for each union within the City of Fairbanks by January 15 of the following year.
  - PSEA Union savings will be calculated separately for Police and Dispatch.
- The annual number of full-time personnel by union is calculated as of December 31. To be eligible for this program, the employee must be a permanent, full-time employee for at least 6 months.
  - Employees that have worked more than 6 months, but less than 12 months will receive a prorated share based on the number of months worked.
  - Employees are not eligible for months that they were in field training and did not count towards manning. They will receive a pro-rated share for months that they worked after completing field training.
- The ECIP amount per eligible employee will be paid by January 31 based on Union salary savings and number of months.

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

**I. REQUEST:**

Ordinance or Resolution No: 6184

Abbreviated Title: EMPLOYEE CAPITAL INCENTIVE PROGRAM (ECIP)

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

- 1) additional costs beyond the current adopted budget?      Yes \_\_\_\_\_      No X
- 2) additional support or maintenance costs?      Yes \_\_\_\_\_      No X  
     If yes, what is the estimate? see below
- 3) additional positions beyond the current adopted budget?      Yes \_\_\_\_\_      No X  
     If yes, how many positions? \_\_\_\_\_  
     If yes, type of positions? \_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

EXPENDITURES:	Total
SALARY AND WAGES	\$0
<b>TOTAL</b>	<b>\$0</b>

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

The Employee Capital Incentive Program (ECIP) will provide eligible staff additional wages based on Union salary savings. The City had the following salary savings: 2016 - \$347,227; 2017 - 1,227,383; 2018 - \$1,434,685; 2019 - \$1,025,628; and 2020 - \$1,932,833.

Reviewed by Finance Department:      Initial mb      Date 10/4/2021



**ORDINANCE NO. 6185**

**AN ORDINANCE RATIFYING A COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE CITY OF  
FAIRBANKS AND THE FAIRBANKS FIREFIGHTERS  
UNION, IAFF LOCAL 1324**

**WHEREAS**, the City of Fairbanks and the Fairbanks Firefighters Union have been operating under the terms of the 2019-2021 Collective Bargaining Agreement; and

**WHEREAS**, the City Administration and the Fairbanks Firefighters Union have reached a tentative agreement on terms for a replacement contract.

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

**Section 1.** That the attached Collective Bargaining Agreement is hereby ratified by the City Council.

**Section 2.** That this ordinance shall become effective the 1st Day of October 2021.

---

**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

---

D. Danyielle Snider, MMC, City Clerk

---

Paul J. Ewers, City Attorney

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

**I. REQUEST:**

Ordinance or Resolution No: 6185

Abbreviated Title: FAIRBANKS FIREFIGHTERS UNION LABOR AGREEMENT

Department(s): FIRE

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	2022/2023	2023/2024	TOTAL
SALARIES AND BENEFITS [YEAR 1 - 1.5%]	\$ 75,100	\$ 100,100	\$ 100,100	\$ 275,300
SALARIES AND BENEFITS [YEAR 2 - 1.5%]		\$ 78,300	\$ 104,300	\$ 182,600
SALARIES AND BENEFITS [YEAR 3 - 2.0%]			\$ 107,400	\$ 107,400
SALARIES AND BENEFITS [YEAR 2 - AEMT INCREASE]		\$ 69,500	\$ 69,500	\$ 139,000
SALARIES AND BENEFITS [YEAR 3 - AEMT INCREASE]			\$ 70,100	\$ 70,100
SALARIES AND BENEFITS [YEAR 3 - STEP INCREASE]			\$ 81,400	\$ 81,400
				\$ -
				\$ -
<b>TOTAL</b>	<b>\$ 75,100</b>	<b>\$ 247,900</b>	<b>\$ 532,800</b>	<b>\$ 855,800</b>

FUNDING SOURCE:	2021/2022	2022/2023	2023/2024	TOTAL
GENERAL FUND	\$ 75,100	\$ 247,900	\$ 532,800	\$ 855,800
<b>TOTAL</b>	<b>\$ 75,100</b>	<b>\$ 247,900</b>	<b>\$ 532,800</b>	<b>\$ 855,800</b>

The CBA provides additional steps with a 2.5% increase for 12 Drivers (\$44,800), 6 Captains (\$23,600), and 3 Battalion Chiefs (\$13,000) in Year 3 of the contract. The CBA also includes a 1% increase for Paramedics and Emergency Medical Technician III (EMT III) that achieve the Advanced Emergency Management Technician (AEMT) certification. **A 1.5% CPI was applied for Year 1 and Year 2 and a 2.0% CPI was applied for Year 3. An additional 1% was applied for all staff in Year 2 for Paramedics and AEMT certifications. Since the CPI increase is effective on January 1, 2022, there will be no changes to the 2021 budget.**

Reviewed by Finance Department: Initial mb Date 10/6/2021

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF FAIRBANKS**

**AND**

**FAIRBANKS FIREFIGHTERS UNION  
IAFF LOCAL 1324**

**October 1, 2021-September 30<sup>th</sup>, 2024**

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## **ARTICLE 1:     GENERAL**

### **1.1     Effective Date**

This Agreement shall become effective **October 1, 2021**, and shall remain in effect for three years.

### **1.2     Renewal Agreement**

Either party desiring to negotiate a renewal of this Agreement shall notify the other party, in writing, at a reasonable time before the contract expires. Upon receipt of such notice, negotiations shall begin within 30 days, unless otherwise agreed between the parties.

Within 60 days of the termination date of this agreement, upon mutual consent, the parties may elect to continue the current contract for a set period, with the same pay scale increase as the prior year.

If the City votes in a manner that purports not to fully fund any term of this agreement during any year of this contract or any renewal year of this contract-

Articles that have been non-funded shall be deemed immediately reopened for negotiations

1. Any other article that both parties agree to may be opened for negotiations
2. The following provisions will no longer be in effect until funding is authorized or a new contract is signed.
  - a. 6.12 Internships will be suspended
  - b. All acting will be suspended.

### **1.3     Binding Conditions**

If the termination date of this Agreement shall occur during negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed by the parties.

### **1.4     Negotiations**

A maximum of three Union negotiators shall be permitted to attend and participate in negotiations during their normal workday without loss of compensation and without interruption, except for emergency response. One negotiator for the Union, when attending on duty, shall not be included in minimum staffing and shall be relieved of duty during negotiation sessions.



## **1.5 Impasse at Collective Bargaining**

If an impasse or deadlock is reached in collective bargaining, both parties agree to participate in mediation and binding arbitration according to applicable State law.

## **1.6 Retroactivity**

Should any retroactive payments be negotiated as a part of this Agreement, such will be paid within 30 days of the signing of the Agreement. Any retroactive provision contained herein will affect only those Members covered by this Agreement and employed by the City on the precise date this Agreement is signed by the City and the Union.

## **1.7 Work Stoppage, Slowdown or Strike**

The Union agrees that Members do not have the right to engage in any work stoppage, slowdown, or strike, and if any such action occurs, it will immediately notify Members engaged in the unauthorized activities to cease and desist and will publicly declare that the work stoppage, slowdown, or strike is illegal and unauthorized. Any Member engaging in any organized strike/work stoppage shall be subject to immediate dismissal by the City, without right to use the grievance procedure of this Agreement.

## **1.8 Heirs and Successors**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any kind of change in ownership, management, or governing entity of either party hereto, or by any change, geographical or otherwise, in the location of business of either party hereto.

## **1.9 Amendments**

This Agreement may be amended by agreement of the parties. The party desiring to amend the Agreement shall request a meeting with the other party, in writing. The parties shall meet and confer to determine if mutually agreeable amendment(s) to this Agreement can be made.

## **1.10 Authority to Bind Parties**

Tentative amendments to this Agreement produced by negotiations shall be presented to the Union membership for ratification. Upon ratification, the President is authorized to sign the amendment, thereby binding the Union to the terms and conditions of the amendment to the Agreement. The Mayor's signature on any amendment shall bind the

City to the terms and conditions of the amendment to this Agreement provided, however, that any amendment to this Agreement shall not be effective unless and until approved by ordinance of the City Council.

### **1.11 Disqualification from Employment**

A person who formerly served as a member of the Fairbanks City Council shall be disqualified from City employment for a period of one year from the last date of membership on the Council.

## **ARTICLE 2: COVERAGE**

### **2.1 Recognition**

The City recognizes the Fairbanks Fire Fighters Union as the exclusive bargaining representative for all classifications listed in Article 16 of this Agreement for any geographical area for which the City provides emergency services. The parties agree that disputes as to the creation of or change to classifications covered by this Agreement are to be resolved in accordance with State law. The parties agree to negotiate appropriate pay scales for new or changed classifications within the bargaining unit.

### **2.2 Classification Vacancies**

The City agrees to fill vacancies in classifications contained in this Agreement and any new classifications created within the bargaining unit, except recruit positions, with Members, unless no Member qualifies.

### **2.3 Gender Reference**

Any reference in this contract to the masculine or the feminine gender shall be deemed to include the other unless the context clearly indicates non-inclusion.

## **ARTICLE 3: RELATIONS**

### **3.1 Employer – Union Relations**

The City has and will retain the right to represent and manage the City and the City's property and to direct its work force, including the right to hire, to promote and demote, to reclassify, and to discipline or discharge any personnel in its employ for good and just reason in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way

to, interfere with the recognized prerogative of the City to manage and control its business.

### **3.2 Past Practice**

The parties recognize that this agreement does not address every topic which is a mandatory or permissive topic of negotiation. Unwritten customs and practices have arisen between the parties that provide guidance for the future. If a uniform action or response to a reoccurring situation has explicitly been recognized by the parties as the proper action or response, it will provide guidance if a grievance should arise regarding the practice in the future.

### **3.3 Non-Discrimination**

There shall be no discrimination against any Member because of race, color, creed, sex, age, disability, genetic information, or national origin, or because of membership in, or lawful activity on behalf of, the Union.

### **3.4 Union Officials**

The City will recognize the Union shop stewards as authorized representatives of the Members or groups for whom they are selected. The Union shall promptly notify the City as to the appointment and change of any shop steward, officers, and any members of standing committees contained within this Agreement.

### **3.5 Union Access and Business Conduct**

The Union's Business representatives, including shop stewards, shall be granted access to the City's premises at all times during which any member covered by this Agreement is on duty but shall not interfere with operations. As long as there is no interference with operations, they shall be allowed to respond to inquiries concerning Union matters and to conduct Union business. While on duty, they shall be allowed to conduct Union business on or off premises, however, while on duty, conducting of Union business that will interfere with operations will require notification of the shift supervisor and approval of the Fire Chief. Union activities and meetings shall be permitted so long as they do not preclude completion of work details, assignments, training, and emergency responses.

### **3.6 Judicial Decisions**

**A.** Any provisions of this Agreement, or amendments thereto, judicially declared to be in violation of any applicable state or federal law shall be null and void, but all

other provisions of this Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful in a manner described above, the parties agree to meet within 15 days and, for a reasonable period thereafter, continue negotiations until substitute clauses have been reached via negotiation or arbitration in accordance with State law.

- B.** During any period in which any or all provisions of this Agreement may come to be declared judicially invalid, the parties may mutually agree to interim use of applicable personnel code provisions.

### **3.7 Scope of Agreement**

This Agreement is intended to be the complete agreement between the parties. All previous written or oral agreements or letters of understanding, unless incorporated into this Agreement, are hereby deleted.

### **3.8 Language Conflict**

In the case of any conflict between the provisions of this Agreement and the provisions of the City Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement shall govern.

### **3.9 Communication**

Unless otherwise specified in this Agreement, the President and the Mayor shall be the agents for their respective parties for purposes of service, process, notice, demand, or payment.

### **3.10 Nepotism**

Persons related by blood, marriage, or intimate relationship may not be assigned to the same shift or work together in the same division (e.g., Fire Prevention Division) if one such person would be supervised by the other. Supervised includes a direct working relationship in which one employee approves, directs, or reviews the work of another employee.

### **3.11 Labor/Management process**

The parties agree to participate in the Labor/Management process as currently established. The Labor/Management process is an on-going tool for addressing and solving issues and problems concerning the union, the Department and the City. Issues are dealt with as they arise and do not require the formalities of

reopening negotiations. Any agreements made that have an economic impact on the City must be approved by the City Council.

## **ARTICLE 4: GRIEVANCE PROCEDURE**

### **4.1 Grievance Policy**

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 of the work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive method of resolving grievances arising under this Agreement, not including Unfair Labor Practices or other disputes covered under the Alaska Public Employment Relations Act.

### **4.2 Grievance Definition**

A grievance is defined as any good faith and material dispute between the Union, on behalf of itself or a Member(s), and the City involving the interpretation, application, or alleged violation of any provision of this Agreement, the Rules and Regulations or the Standard Operating Procedures of the Fairbanks Fire Department, including involuntary termination and disciplinary action. However, any dispute involving the commencement date or termination date of this contract shall not be considered a grievance and shall not be submitted to the grievance procedure set forth herein. Any questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. The City and the Union may mutually agree to use the grievance procedure for other matters.

### **4.3 Grievability/Arbitrability**

Any dispute, except a dispute involving the commencement date or termination date of this contract, as to whether a complaint is subject to the grievance/arbitration provisions of this Agreement, shall be referred to the Alaska Labor Relations Agency.

### **4.4 Grievance Delivery**

"Delivered" or "presented" shall mean either:

1. Made available for pickup at the Fire Chief's office and recipient is notified by telephone or electronic means;
2. Hand delivered to the office of the person to whom delivery is required or hand delivery to that person;

3. Mailed, postmarked, and delivered by the U.S. Mail to the required recipient. Mailing is complete upon postmarking, but if mail is used as the only means of delivery, three days are added to any applicable time for action by the recipient; or
4. Electronically sent to the recipient if a “delivery confirmation” feature is used.

#### **4.5 First Step**

- A.** When the Union has a grievance, the Shop Steward or Union officer, accompanied by the affected Member(s), shall verbally discuss the matter with the Fire Chief, or the Fire Chief’s designee, and attempt to resolve the problem. The grievance must be brought to the attention of the Fire Chief within 30 days after its occurrence or within 30 days of the Member(s) having actual or constructive knowledge of the facts upon which the grievance is based. Constructive knowledge is deemed to have occurred when a Member(s) had the ability to ascertain the facts upon which the grievance exists through the exercise of reasonable diligence.
- B.** If the grievance cannot be resolved through verbal discussion, the grievance may be advanced to the Second Step.

#### **4.6 Second Step**

Grievances not settled at the First Step shall be presented in writing by the Union officer to the Fire Chief within five days of the completion of the First Step. The Fire Chief shall, within ten days, schedule a meeting with the grievant and the Union’s representative to occur as soon as it can be mutually agreed. Within ten days following that meeting, the Chief shall issue a written finding to the Union.

#### **4.7 Third Step**

- A.** Grievances not settled at the Second Step shall be presented, in writing, by the Union to the Mayor within 10 days after receipt of the Fire Chief's answer. The Mayor shall have 15 days to meet with all involved parties, investigate and consider the grievance and deliver a written response to the Union. If the Mayor rejects the Union's grievance remedy, the reason(s) shall be stated in the response.
- B.** A grievance by the City will be filed with the Union at the Third Step. If the Union rejects the City’s grievance remedy, the reason(s) shall be stated in the response.

#### **4.8 Arbitration**

- A.** If efforts to resolve the dispute at the Third Step are not satisfactory, then the Union may notify the Mayor, in writing, within 14 days after the written response of the Mayor, that the grievance is to be submitted to binding arbitration. Such notice shall include copies of all relevant documents and reference to the section of the Agreement, the rules and regulations, or the standing operating procedure(s) of the Fire Department that allegedly has been violated.
- B.** The Union will decide which grievances to arbitrate. Members may not advance grievances to arbitration except as outlined in Section 4.17.

#### **4.9 Arbitrator Selection**

- A.** When a grievance is submitted to binding arbitration, the Union and the Mayor, or the Mayor's designee, shall meet at a date and time mutually agreeable, within 14 days from the time the Union has notified the City of the Union's desire to arbitrate, to select an arbitrator. Upon the failure of the two parties to agree upon an arbitrator, both parties agree to request from the Federal Mediation and Conciliation Service a list of seven names of persons, with prior service as a neutral arbitrator involving the interpretation of Fire Department working agreements, who are available for service within three months of request.
- B.** Within five days of receipt of the list, the City and Union representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot. Unless mutually agreed otherwise, arbitration shall commence at the convenience of the parties and the arbitrator within three months of the date of the selection of the arbitrator, if possible.
- C.** The arbitrator will be retained to make a written report of their findings to the Union and the Mayor after the hearing is concluded. The arbitrator will be governed by voluntary labor arbitration rules of the American Arbitration Association, as are in effect at the time of the arbitration. Except in the case where the arbitrator's decision exceeds their authority under State law, or the decision exceeds the scope of interpretation of a term and condition of employment, the decision of the arbitrator shall be final and binding on both parties to the dispute. The final decision of the arbitrator shall be implemented as soon as possible, but no later than 30 days after the final decision is rendered.
- D.** The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to amend the Agreement, or the rules and regulations, or the standard operating procedures of the Fire Department.

#### **4.10 Grievance Consolidation**

Except for multiple grievances on the same subject, or if mutually agreed, each grievance or dispute will be submitted to a separately convened arbitration.

#### **4.11 Grievance Expenses**

Each party shall bear the expense of their respective witnesses (other than a City employee, subject to Section 4.12) and arbitration presentation. The arbitrator's fees and expenses shall be paid by the non-prevailing party, as determined by the arbitrator. In the event of a compromise award, as so stated by the arbitrator, the arbitrator's fees and expenses shall be apportioned, as equitable, in the arbitrator's judgment. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services.

#### **4.12 Grievance Witnesses**

Any City employee called as a witness by either side will continue to receive their regular rate of pay while on duty. Should such meetings be scheduled outside of regular working hours, no compensation shall be paid.

#### **4.13 Grievance Settlement**

- A.** Any grievance settlement, including City default, must be approved by the Union, as represented by the Union signature, before it becomes effective. If not acted upon by the Union within 10 days, the settlement shall stand. If the offer is approved, it may not be the subject matter of a new grievance, except to the extent that the new policy or rule is being violated.
- B.** If a settlement affects Department operations, it shall be noted in the S.O.P.s and/or Rules and Regulations.

#### **4.14 Status Quo**

- A.** When any matter in dispute has been referred to the grievance procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered.
- B.** If it is the finding of the arbitrator that the conditions and provisions should not have been changed, the arbitrator shall award the prevailing party its actual costs incurred, including reasonable attorney fees, in pursuing the grievance, including



those outlined in Section 4.11. Disputes relating to costs and fees will be referred to the arbitrator by written briefs.

- C. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined that an employee has been discharged without just cause, the arbitrator shall order the City to return the employee to their position without loss of seniority, normal leave accruals, medical coverage for out of pocket costs actually incurred in accord with the coverage of the Health Plan in effect when the expense was incurred, and compensation for the period off work at the employee's normal rate of pay less mitigation sums available to or received by the employee during the period off City work.

#### **4.15 Grievance Time Limits**

If any party fails to answer a grievance within the time required at any step of the grievance procedure, or fails to appeal the answer given to the next step of the grievance procedure within the time allowed, the grievance will be considered settled against the side that defaulted. However, any of the time limits in the grievance/arbitration procedure may be extended by agreement. Notice and a five-day opportunity to respond will be given before default is called against either party. Any grievance settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

#### **4.16 Expedited Grievance Advancement**

The parties may, by agreement, waive any step or steps of the grievance procedure to advance the grievance in an effort to expedite resolution.

#### **4.17 Grievance Representation**

- A. If the Union declines to represent a Member at any stage of the grievance procedure and the grievance concerns discipline or termination, the Member may proceed independently through the grievance and arbitration procedures but shall be held to the grievance and arbitration requirements and deadlines. A Member may choose to not independently pursue the grievance. Such choice shall constitute a failure to exhaust administrative procedures; however, the Member may have other legal remedies not contained within the benefits of this Agreement.
- B. When a grievant is not represented by the Union, all communications to and from the grievant will be through the Union. Should the Union so desire, it may intervene in the grievance procedure at any point to represent its interests.

#### **4.18 Overtime Grievances**

If the basis of a grievance is that the City failed to offer a Member an opportunity to work overtime, and the Member(s) was eligible and available at the time they should have been called, the parties agree to the following:

1. Within 90 days of resolution, the grievant(s) may elect to work overtime at a time mutually agreeable between the Member and the Fire Chief.
2. The Member will have those hours added to their yearly total manning overtime hours.
3. Overtime worked either prior to resolution of the grievance or FLSA overtime worked subsequent to the resolution shall not be counted toward settlement of the grievance.
4. The Member will work a block of time equal to the missed block of time, performing normal job duties which may be modified by mutual agreement of the grievant(s) and the Fire Chief.
5. The Member working missed overtime may be included towards minimum staffing.
6. The provisions of this section do not apply when the denial of overtime was intentional.

### **ARTICLE 5: BENEFITS**

#### **5.1 Retirement System**

- A. The City and all Members will participate in the Public Employees' Retirement System of Alaska administered by the Public Employees Retirement Board of the State of Alaska, established by statute.
- B. Members eligible to do so shall be allowed to participate in any enacted State Retirement Incentive Programs for the Public Employees' Retirement System without any additional City imposed restrictions. The City agrees to pay its own share of the cost of the Retirement Incentive Program.

#### **5.2 Physical Examinations**

- A. The parties recognize that the demands of fire suppression work and State or federal regulation require that a periodic physical be conducted by competent physicians and medical professionals. All Members shall receive an annual physical at the City expense by a physician of the City's choosing. No other physical will be paid for by the City or its health care provider unless deemed necessary by the Members' physician. The City shall schedule the physical to be

conducted when the Member is on duty or, at the direction of the City, the Member shall schedule the physical on the Member's non-scheduled (non-work) day, in which case the Member shall be compensated two hours total time at the appropriate overtime rate. The physical shall include all tests and examinations required by law or specified by IAFF/IAFC joint wellness program and any other tests as required by the City's examining physician. Subsequent treatment for non-work-related conditions shall be subject to the terms of the benefits plan covering Members.

- B.** The annual physical is a condition of continued employment.
- C.** No later than two weeks prior to separation of a Member, the Member will have completed an exit physical, unless that Member had their annual physical within six months of separation. The Member shall not be allowed final separation from the City pending completion of any required physical.
- D.** The City shall ensure that the results of all medical evaluations and physical performance tests shall remain confidential. The City shall be informed by the physician only as to whether each Member is fit for service.

Note: Both parties will work towards an updated plan for physical examinations.

### **5.3 Medical Examination Dispute Resolution**

- A.** If the Fire Chief questions the physical or mental ability of a Member to perform their normal work assignment, an examination(s) may be ordered by the City. If such examination(s) demonstrates in the opinion of the examining physician that the Member is physically incapable of performing their normal work assignment or in the opinion of the examining psychologist that the member is mentally incapable of performing their normal work assignment, the Member shall be allowed to seek a second opinion from a local licensed physician or psychologist of their choice or one specializing in the area of medicine or treatment identified as the problem by the first physician/psychologist. If no such specialist is available locally, then Anchorage shall be used, followed by Seattle.
- B.** If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician/psychologist mutually agreeable to the City and the Member. The results of the third examination shall be final and binding. The City shall pay for all examinations and connected expenses involved in this section.

## **5.4 Reassignment**

If a Member's physical or mental condition permanently or indefinitely prevents them from performing their normal work assignments, the City agrees to make a reasonable effort to place the Member in a classification they can perform within City employment. If there is not an existing and funded vacant position in a classification in which the Member can competently and adequately perform the duties of the classification, the Member shall be laid off or terminated by reason of disability subject to Article 8.

## **5.5 Supplemental Retirement Benefits (Deferred Compensation)**

Members may participate in the City's 457(b) deferred compensation program. The Union may suggest to the City deferred compensation plans and agents.

## **5.6 Health Insurance**

- A.** The City shall provide the Members of the Fairbanks Fire Fighters Union, Local 1324 and their dependents with a group insurance program for life, health, dental, audio and visual care insurance. The City will not unilaterally withdraw from the Northwest Fire Fighters Trust (NWFFT) plan.
- B.** For each Member, the City will pay 80% of the cost of the medical insurance premium for the NWFFT 1500 Plan, with the Member paying any portion of their premium not covered by the City. [NOTE: At the time of signing, all but two Members were enrolled in the 1500 Plan. It is the intent of this provision that the City pays the same amount to all Members, that is, 80% of the cost of the NWFFT 1500 Plan, even if the Member is enrolled in a different plan.]
- C.** The City will offer an employee-funded IRS Section 125 plan.
- D.** If the Union is removed from the NWFFT health care plan for reasons attributable to the City, the City shall provide members with a substantially comparable health care plan, and member co-pay amounts for premiums shall not be greater than \$300.00 per month per employee.
- E.** Cost of mandated job-related physical examinations, tests, and immunizations shall not be included in health care costs for purposes of establishing plan costs or billed to employee health care plans.
- F.** Should the City and Union choose to participate in an acceptable alternative health care plan, the parties agree to pursue the implementation of said plan if mutually agreeable.

- G. All Union members will participate in the Medical Expense Reimbursement Plan, administered thru DiMartino Associates. The City will pay \$100 a month per employee towards the plan's monthly premium.
- H. PERS Tiers III and IV can participate in a Voluntary Employee Beneficiary Association (VEBA) administered by BPAS.

**ARTICLE 6: WORK RULES**

**6.1 Work Schedules**

**A. Suppression Schedule**

- 1. The regular work schedule for the suppression Members covered by this Agreement shall be a 3 platoon (48/96) tour system; 48 hours on, with 96 hours off duty, will be a tour. The regular work schedule for the Battalion Chief supervising a shift shall be 48.5 hours on, with 95.5 hours off duty between tours. If more than one Battalion Chief is assigned to a shift, additional Battalion Chief(s) shall only be paid for a maximum 48 hours per shift. The City will maintain records of all hours worked by Members within 24-day work cycles, except for standby time, which is governed by Section 6.8. All regularly scheduled hours worked by Members in excess of 182 hours per 24-day work cycle shall be paid at the "FLSA rate." This schedule is referred to elsewhere in this Agreement as the "Suppression Schedule."
- 2. Consecutive Shift Limit: No employee may work combination of shifts, including straight time, stand by time and overtime which results in the employee working more than 96 hours in a 120-hour window without the approval of the Fire Chief, which approval will not be granted in the absence of extraordinary circumstances. In a 120-hour block of time, the member must have 24 hours off. No member will work more than three 96 consecutive hour shifts in one month.

**B. 40-Hour Schedule** The work week for 40-hour Members shall consist of either:

- 1. Five consecutive days of eight hours per day for a total of 40 hours per week; or
- 2. A flexible schedule, as mutually agreed upon by the Member and the Fire Chief, consisting of 40 hours per week.

**C. General Schedule Rules**

1. Training
  - a. For training purposes, a Member's hours of work or assigned duties may be temporarily altered by the Fire Chief, so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.
  - b. On duty suppression Members may be required to attend scheduled training exercises/classes or public fire education programs between 1800 and 2100 hours on weekdays or during the day on weekends.
2. A Member's hours of work or assigned duties may be altered for other reasons when it is agreeable between the Member, the Union, and the Fire Chief, so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.
3. If more than one Battalion Chief is assigned to a shift, the assignment of the supervision Battalion Chief shall be at the discretion of the Fire Chief.

## **6.2 Calendar Management**

- A.** Each 48 hours of a tour will be divided into two 24-hour shifts.
- B.** Two Members per shift will be permitted to take scheduled leave at any one time (not including administrative, worker's compensation, or military).
- C.** An third leave slot shall be available if the shift is above the minimum staffing level after the other two leave slots have been filled. The additional leave slot will be approved when the roster is set for that shift or with the approval of the Fire Chief.
- D.** If a platoon reaches a roster level of 15 or more, three Members will be permitted to take scheduled leave at any one time (not including administrative, workers compensation, or military leave).
- E.** A minimum of four hours of personal leave must be taken if such leave will require overtime for minimum staffing purposes. Suppression Members may request minimum one-half hour increments thereafter. Partial shift leaves not causing overtime callback must be one-hour minimum. 40-hour Members may take annual leave in minimum one-half hour blocks.

- F. A leave request, once approved by the Fire Chief, takes precedence over other forms of unanticipated Member absences.
- G. Members requesting leave for an entire shift (24 hours) takes precedence over a Member requesting leave for a portion of the shift (less than 24 hours), whether or not the latter Member's request was already approved. This applies to any leave requests submitted more than 96 hours prior to the start of the tour. During the 96-hour period immediately prior to the start of the tour, a Member having approved leave for a portion of the shift will not be subordinated to another Member who, during this 96-hour period, requests leave for the entire shift.
- H. Regardless of its nature, leave requests for a specific date are reviewed in the chronological order they are received. Leave requests may not be made more than 365 days in advance of the date being sought.
- I. Scheduled leave shall mean personal or sick leave scheduled more than 24 hours in advance. This does not include administrative leave or unanticipated sick leave, but shall include long term sick leave that has been medically substantiated by a physician.
- J. Once calendared, a full shift of leave (24 hours) must be taken, unless it is canceled at least 96 hours in advance of the scheduled day of the leave.
- K. Scheduled leave may not be partially canceled once the leave has started.

### 6.3 Daily Staffing Rules

- A. **Completion of Daily Roster.** The Battalion Chief is responsible for setting the daily roster in accordance with this CBA and any directives from the Fire Chief.
  - 1. Before 8 a.m. of each shift
    - a. At or above minimum staffing:
      - i. Complete roster with available personnel;
      - ii. Utilize voluntary actors to fill vacancies;
      - iii. Assign actors to fill vacancies;
      - iv. Hire remaining needed classifications in the following order:

- 1. Battalion Chief
  - Collective Bargaining Agreement
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2. Captain
3. Driver
4. Firefighter - The classification of firefighter for this section shall mean all Members presently in that classification.

b. Below minimum staffing:

- i. Complete roster with available personnel;
- ii. Hire remaining needed classifications to reach minimum staffing (reference 6.3.A.1.a.iv and 6.3.C.2);
- iii. Once minimum staffing is achieved, continue completing the roster in accordance with section 6.3.A.1.a.

2. Roster changes after the roster is set

Scheduled or partial leave slots starting after 0800, or unanticipated leave slots starting after 0800, shall not negate the use of actors already used. Actors shall remain in positions assigned at the start of shift, or during the shift, regardless of additional leave. Classifications required due to any new vacancy shall be hired.

**B. Overtime Assignment Procedures – Documentation**

1. Daily Records. The Battalion Chief will keep current records of manning overtime assignment dates showing the following:

- a. Contacted Y/N.
- b. Time of contact or attempt.
- c. Refusal or acceptance.

2. Total Hour Records:

- a. Total Manning overtime hours will be tracked electronically.
- b. On January 1 of each year total hours will be reset to 0 hours.
- c. On January 1, Members will be ranked by seniority in classification.
- d. If there is a tie in overtime hours, the opportunity will be given to the senior member. In the event of a technological failure (computers down) overtime will be made by classification seniority.

3. Probationary fire fighters shall not be eligible for manning overtime opportunities until they have completed their new hire probationary period.



4. The qualified Member with the lowest number of hours on the manning overtime list will be the first offered or contacted. When more than one vacancy is available in a single classification, choice of vacancy will be offered to the qualified Member of the classification with the lowest number of manning overtime hours and so on, until all the vacancies are filled.
5. If the Member is off duty, that Member shall be required to report for duty within one hour of the time contacted. If the Member does not report within the one-hour window, the Member shall forfeit the opportunity and will have those hours added to their yearly total of manning overtime hours.
6. Notification for overtime will be made by the Battalion Chief and not considered accepted unless the contacted Member has personally responded.
7. The Battalion Chief shall let the telephone ring 4-10 times or till answering machine picks up., at the Member's single designated phone number, before moving on to the next Member on the manning overtime list.
8. Answering systems may be used. When the message has been left, the Battalion Chief shall move on down the contact list attempting to reach other Members. If a Member using an answering system calls in before the overtime position has been filled, that Member shall be given the opportunity to fill the position, otherwise the call to them shall be logged as no contact.
9. If the Battalion Chief is on a phone contact with the next Member on the contact list when the Member contacted by answering system calls in, the Battalion Chief shall complete that call either logging as no contact or offering the opportunity, if contact is made prior to offering the opportunity to the Member contacted by answering system.
10. Notification for overtime needed at normal shift change will be made during the 30-minute period immediately preceding shift change. If it is known that overtime will be required at some time during the oncoming shift, but after shift change, the Battalion Chief shall attempt to fill assignments for those time periods during the 30-minute period prior to shift change.
11. When an unanticipated overtime opportunity becomes available after shift change and the Battalion Chief already has scheduled an off-duty Member for an overtime opportunity during the 30-minute morning period, the

Battalion Chief shall attempt to contact the scheduled Member first and offer them the choice of the scheduled overtime or the unanticipated overtime.

12. A Member scheduled for the overtime must confirm the overtime during a one-hour window, prior to the reporting time, by contacting the Battalion Chief. If the Battalion Chief's phone is not being answered, the Member shall contact the Dispatcher, who will relay the request for confirmation to the Battalion Chief.
13. If the overtime is not required and a Member reports for duty without confirmation contact being made, the City shall not be liable for any claim to overtime by that Member.
14. If an on-duty Member must be held over until an off-duty Member reports for overtime assignment, the Battalion Chief may ask for volunteers among qualified Members for the assignment. If more than one qualified employee volunteers, the Member with the most Department seniority will have first choice. The Member held over shall be paid the appropriate overtime rate for the period of holdover time and will not have those hours added to their yearly total of manning overtime hours.

### **C. Filling of Overtime Vacancies**

1. Classification vacancies. When shift staffing requires a vacancy to be filled because of a lack of qualified on-duty Members, the vacancy will be filled in the highest classification needed, as follows:
  - a. Offered to Members in order of lowest number of manning overtime hours of the needed classification.
  - b. Offered to Members in order of lowest number of manning overtime hours who are qualified and have previously held the classification.
  - c. Offered to Members in order of lowest number of manning overtime hours who are qualified to act in the classification.
  - d. Mandatory overtime on off-going shift with least amount of forced hours.
2. Mandatory Overtime of Members.
  - a. Members can be on mandatory overtime for no more than 24 consecutive hours.
  - b. Mandatory overtime will be on an hours based list. The member on the off-going shift with the least amount of mandatory hours will be forced.

- c. When no Member of the required classification is available for assignment, then Members qualified and who have previously held the position to fill the vacancy may be assigned in inverse order of Department seniority.
- d. Mandatory overtime for Paramedics may be assigned in inverse order of qualification seniority based on the date of being qualified to work as a Paramedic as indicated in Section 6.9.C.3.
- e. At the Members request, the Battalion Chief shall attempt to find relief for the forced member at least twice per 24-hour period.
- f. To prevent Members from being forced, Battalion Chiefs will:
  - i. Hire the next highest needed classification to obtain minimum staffing and then use on shift actors to fill the needed position.
  - ii. Offer overtime position to any available Recruit Firefighter.

**D. Serving Out of Classification**

- 1. Involuntarily Working Down Classification
  - a. The City agrees to use Members within their respective classification.
  - b. If there are more Members of a classification than there are normal job assignments for that classification, the extra Member(s) may be, on a temporary basis, involuntarily assigned to a lower classification, and the Member shall be paid at the higher classification rate.
  - c. When a Member is being involuntarily assigned to work out of classification, the Member, if qualified, shall be offered his choice of assignments prior to utilizing Acting Time.
  - d. Members who have previously held a classification, and remain qualified, are not considered actors and not subject to the restrictions listed in this section. Example: Battalion Chiefs shall not count as actors when utilized as a Captain and Captains who remain driver qualified do not count as actors.
  - e. A Captain or Battalion Chief, who formerly held the classification of Driver, will not be assigned the duties of Driver unless they have completed a Department apparatus proficiency certification within the previous Two-year, and must have 12 hours of drivers training each of the previous years (NFPA/ISO)
  - f. Members involuntarily working down a classification will not displace a member normally in that classification. Only exception will be for paramedics being assigned to the front-line ambulance.



- h. Any qualified Member who voluntarily accepts an assignment to a position or classification which has a pay rate above that which the Member normally holds, shall be paid at the start step of the higher classification for those hours worked, when holding the position or classification for one hour or longer.

5. Pre-promotion acting

**1. Acting Process**

- a. Members may become eligible to act once they have met all the eligibility requirements.
- b. Members may remain actors separate from the promotional process.
- c. Acting requirements may be changed in December for the next year with agreement between the Union and Department
- d. CBA 6.3.D.4.d (720 rule) will not apply to Actors who are not on the promotional list and there is no one left on the promotional list.
- e. If there are two actors on one shift acting opportunities will first be offered to the senior member in classification.
- f. Once all training has been completed members will submit their training records with a request to be placed on the acting list to the administration.

**2. Eligibility Requirements**

- a. Driver Engineer
  - i. Option 1
    - 1. Have a minimum of Two years in fire suppression with the Department.
    - 2. Shall be checked off on all capital apparatus (minus platforms).
    - 3. Be State of Alaska Certified Firefighter II.
    - 4. Must have 60 hours of documented drivers training (NFPA/ISO).
    - 5. Complete National TIM training Certificate.
  - ii. Option 2
    - 1. Pass the Driver Engineer promotion process
- b. Captain
  - i. Option 1
    - 1. Have a minimum of Two years as a driver or 10 years total experience in the Department.
    - 2. Non-driver/ engineers will meet section 2.a above.

3. Complete Fire Investigation for Fire Officers (CFInet)
  4. Complete ICS 300 and 400
  5. Complete 1 day FFD Captain training offered 1<sup>st</sup> quarter each year. More if necessary.
- ii. Option 2
    1. Pass the Captain promotion process
- c. Battalion Chief
    - i. Option 1
      1. Have a minimum of Two years as a Captain with the Department.
      2. Complete AKFIT Program (CFInet)
      3. Complete Online portion of Bluecard Certification (Department Sponsored)
      4. Complete a 6-day NFA command and Control Class.
        - a. Command and Control of Incident Operations
        - b. Command and Control of Large Scale incidents
        - c. Command and control of Target Hazards
        - d. Leadership in Supervision
      5. Complete 1-day FFD Battalion training offered 1<sup>st</sup> quarter each year. More if necessary.
    - ii. Option 2
      1. Pass the Battalion Chief promotion process

## **6.4 Additional Staffing Rules**

### **A. Emergency Lists**

1. Emergency callback will not be tracked by opportunity.
2. The emergency callback list shall be established in order of seniority in classification.
3. Callback for fires and other emergencies will be done by first utilizing any Members, of the appropriate classification, at any regularly staffed City fire stations when the emergency call is dispatched, then by going by order of seniority in classification.

4. Members shall report to their assigned station within 30 minutes from time of notification. Member(s) failing to report within this time period shall not be subject to the two-hour minimum contained in Section 16.3.A and shall be paid for actual time worked.
5. Release: Emergency callback release will start with the most senior qualified Member being given first opportunity to stay if they so desires and so forth on down the seniority list. The Duty Battalion Chief will have authority to modify this release procedure based on special commitments of the affected individuals, if it is mutually agreeable to all parties involved in the release process. The Duty Battalion Chief may modify this release process when special needs at the emergency warrant.

**B. Special Overtime:** Overtime assignments that are not used for manning shall be tracked using SOT Rules as laid out in SOP 2.15

**C. Investigation**

1. A Fire Investigator is a Member who is recognized by the Department as having the qualifications and/or certifications to investigate and determine the cause and origin of fires or other hazardous situations.
2. When it is determined that a Fire Investigator is needed, a Fire Investigator from the Fire Prevention Division shall be called. If the Fire Prevention Division has more than a single Fire Investigator, call back shall be done by an opportunity-based rotation list.
3. The City may use Members in the Fire Prevention Division to work with the Fire Marshall to meet the requirements of item 1 above.
4. If a Fire Investigator in the Fire Prevention Division is unavailable, a Fire Investigator from the Suppression Division shall be used.
5. Deviation from these procedures may be allowed if circumstances on the scene require specialized skills beyond those of the available Fire Investigator.

**6.5 Breaks**

**A.** Lunch periods will be 60 minutes in duration and will begin at noon each day. Every effort will be made to ensure that scheduled activities do not interfere with the lunch break. It is understood that activities such as controlled burns will affect the ability to schedule a noon time lunch break and occasionally it will not be possible to meet the noon requirement, but this schedule will be adhered to if reasonably possible.

- B.** Suppression Members will be given an opportunity to break for dinner with the same understanding contained in subsection A.
- C.** All Members shall be allowed a 15-minute relief break midway between the start of shift and the lunch break and midway between the end of lunch break and the dinner break. The time at which the breaks are taken may be altered on an individual basis to fit operational requirements. When working away from a station, breaks may be taken in the work area, giving due consideration to the availability of restrooms and protection from inclement weather.
- D.** At emergency scenes when the temperature is -20° F or colder, the City shall make reasonable efforts to rotate personnel from the scene every two hours or to provide a warm up area, which may be a vehicle. When prolonged operations make meal breaks impossible, the City shall arrange for hot food and beverages to be delivered to the scene for Members.

## **6.6 Daylight Savings**

When the normal duty shift duration varies due to daylight savings time, members will be paid at the regular rate of pay for the actual number of hours worked on those shifts affected.

## **6.7 Duties**

### **A. Duties and Manpower**

1. The duties of the Members of the Fire Department shall be the prevention and suppression of fire, the operation of the Fire Prevention Division, emergency medical services, rescue services, and the mitigation of hazardous materials incidents. Membership also includes Administrative support staff responsible for assisting in the day-to-day operation of the department.
2. The City agrees that it will not use members of other fire departments, agencies, or individuals, not otherwise referred to in this Agreement and from outside this bargaining unit, to perform any covered duties because of a lack of manpower or the unavailability of an employee.
3. Subsection A(2) above does not preclude the use of mutual aid pending callback of Union Members.



4. Structure fire mutual/auto aid responses within the City shall require an attempt to recall enough suppression members to replicate minimum staffing.
5. Mutual/auto aid responses outside the City shall require an attempt to callback Members sufficient to maintain minimum staffing.
6. Inability of the City to obtain the required minimum callback shall not prevent the use of mutual/auto aid.
7. Mutual and/or automatic aid units shall not be housed in City facilities, except as required during major emergencies.

**B. Duties and Other Bargaining Units**

1. Members shall not be required to perform work normally performed by members of another union, except where danger to life and property exists as determined by the Incident Commander. Members shall participate in the cleaning and minor maintenance of Department vehicles, equipment, and the fire stations.
2. Mutual consent between the City, the Union, and the Member(s) is required if the City wishes to utilize the Member(s) to do work normally performed by members of another bargaining unit or another City department.
3. If a Member is directed to perform work which the Member believes to violate this provision, the Member will not waive any right to grieve said direction by complying with the direction.

**C. Law Enforcement Duties**

Members will not be required to perform any law enforcement duties or duties in connection with riot control or crowd dispersal.

**D. Fire Prevention Duties**

1. Members of the Fire Prevention Division, or other Members designated by the Fire Chief, may enforce the provisions of the Fire Code as adopted by the City, or other applicable Alaska Statutes and Regulations relating to fire investigation.

2. If the Fire Marshal position is filled, the Fire Marshal may perform fire prevention duties, so long as at least one Member is assigned to the Fire Prevention Division.

## **6.8 Standby Time**

- A.** Standby time is to allow fire suppression personnel to substitute for one another on tours of duty (or parts thereof). This is done to allow Members to be absent from work and attend to personal matters. Trading of time is done voluntarily by Members for their own convenience and not at the direction of the City. The following rules will govern the use of standby time.
- B.** Standby time requests will be made to the shift supervisor's office and shall be approved prior to trading time. Standbys, once approved, may not be rescinded by the City. For good cause, the Fire Chief has the authority to suspend a Member's use of standby in cases of abuse.
- C.** Standbys may not be used by a member who is held over on overtime for staffing purposes.
- D.** Standbys will be approved when they are to be traded with another Member of equal classification or worked by a Member who has held the classification and retains the qualification.
- E.** Standbys for a full shift between Members of different classifications will be approved upon setting of the roster for that shift at shift change the day of the standby; partial standbys will be approved the day of the standby, provided that such standbys do not create overtime. The Fire Chief also has discretion to approve such standbys ahead of the date taken.
- F.** The City shall not be required to pay any additional wages to the Members. Resolution of standby pay back between the Members is subject to the mutual consent of the Members and is not the City's responsibility.
- G.** A Member who holds a qualification may use that qualification while standing by for another Member in emergency situations, irrespective of whether the Member replaced holds that qualification.

## **6.9 Licenses**

- A. Special Licenses.** If specialized licenses for operation of Fire Department vehicles are required, the City agrees to provide training to meet the standards and agrees to reimburse Members for the fees required to obtain and maintain

the specialized licenses. Members shall be required to obtain and maintain the licenses in compliance with the standards.

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

**C. Medical Certification and Licensing**

1. Training. The City will ensure that written records of all medical training are maintained. The records will include the date, subject matter, who attended, the name of the instructor(s), and any other information required by the State for certification, re-certification, or license renewal. The Member will be responsible for the completion and submission of all training records and forms necessary for certification, recertification, or license renewal by the State. The Member will promptly provide the Administration with any EMT certificate and/or paramedic license.

2. Emergency Medical Technician (EMT)

- a. All suppression Members who are not City-sponsored Paramedics shall become State EMT certified within 12 months of hire and shall maintain State EMT certification as a condition of employment.
- b. A Member who involuntarily loses his City-sponsored Paramedic license shall have six months to become EMT certified.
- c. Any member who loses his State EMT certificate due to reasons beyond his control, (e.g. due to extended military service where no classes are available) will have six months to be reinstated as an EMT. The City will assist in scheduling needed classes.

3. Paramedics

- a. The City and the Union recognize the desirability of providing paramedic-level medical services to the residents of the City and for the benefit of its employees.
- b. "Paramedic" is defined as a person sponsored by the City's physician sponsor and licensed by the State Medical board to perform certain specified medical or rescue procedures. This qualification may be carried by Members of any classification within the Department.
- c. Any Member who has completed their initial firefighter skills check-off, who possesses a State Paramedic License, and who has completed at least six months' initial hire probation may work as a Paramedic.

- d. A Member with a Paramedic qualification may be assigned to work as a Paramedic, regardless of their classification.
- e. A Member who obtains their Paramedic License at City expense shall maintain such qualification for a period of not less than four years. If the Member does not maintain the paramedic qualification they may be liable to repay the City at a prorated rate.
- f. As a condition of employment, any Member hired with a Paramedic license will obtain and maintain a State Paramedic license, successfully pass the Paramedic probation period, and serve as a Paramedic for four years.

## **6.10 Shift Changes**

### **A. Voluntary Platoon Change**

- 1. “Voluntary platoon change” is defined as Members of equal classification and qualification mutually agreeing to exchange platoon assignments.
- 2. Any platoon change will be subject to approval by the Fire Chief. Changes will be denied only for good and just reasons based on operational needs of the Department.
- 3. The Department will not be responsible for preserving leave or paying any overtime or callback time that may result from such trading of platoons.

### **B. Department-Initiated Platoon Change**

- 1. “Department-initiated platoon change” is defined as Members being reassigned to another platoon at the initiation of the Fire Chief.
- 2. The Procedure for Department-Initiated Platoon Change
  - a. The classifications and/or qualifications, as well as the source/target platoon, will be determined by the Fire Chief and will be chosen so that it meets the operational needs of the Fire Department.
    - i. Members may not be move do to the lack of qualification for a single classification move or as part of an initial move that may need rebalancing of a classifications.
    - ii. The Department may look at the lack of qualification for a secondary move that may require the balancing of that classification. The lack of qualification must be the same classification as the initial move.

- b. Once the classification and/or qualification has been determined, the Fire Chief will ask for volunteers (in person or electronically) from the source platoon.
  - c. In the event more than one individual volunteers, the highest classification seniority will be used to determine outcome.
  - d. In the event no volunteers are found, the member with the least classification seniority, who has the needed classification/qualification, will be moved.
3. The Fire Chief has the right to make platoon transfers in the case of irreconcilable differences or based on progressive discipline problems, where the employee will have a work improvement plan and be transferred to another platoon to be given the opportunity to be successful.
4. The Fire Chief can make transfers temporary or permanent. At the time of the transfer request, it will be stated if it is temporary or permanent. If it is a temporary assignment, the approximate time will be given.
5. All platoon transfers, both temporary and permanent, will be for a minimum of 90 days, unless agreed upon by both the Member and the Fire Chief. The Fire Chief cannot initiate more than one transfer per classification per month without the consent of the Union.
6. In cases where a Member is assigned to begin work on a new platoon less than 96 hours from the last regular previously assigned shift, compensation will be at the overtime rate (x 1.5). Only for the next full shift (24 hours)
7. In cases where a Member is assigned to begin work on a new platoon 144 hours or more from the last regular previously assigned shift, 24 hours of prorated straight time will be paid to make up for work missed.
8. Notice of involuntary platoon transfer will be given at least twelve calendar days (including weekends and holidays) before alteration of the regular platoon schedule, unless mutually agreed by person(s) transferring platoon and the Fire Chief.
9. The Fire Chief is responsible for guaranteeing leave that has been approved prior to the platoon transfer.

## **6.11 Administrative Officer**

- A.** Battalion Chiefs or Captains may be appointed, with mutual consent of the City and the Member, to the position of Administrative Officer. Appointments will be for a maximum of one year, renewable with mutual consent.
- B.** Administrative Officers working a 40-hour schedule shall be paid as if they were still on his assigned shift.
- C.** There shall be a maximum of two Members designated as Administrative Officers at one time.
- D.** Administrative Officers shall work a complete pay period on one schedule, either a 40-hour schedule or suppression schedule. Shift changes while working a suppression schedule and transferring to a different suppression shift shall be in accordance with Section 6.10.
- E.** Hours of Work
  - 1. The normal work schedule for Battalion Chiefs working as Administrative Officers shall be Monday through Friday, 0800–1700 hours.
  - 2. The work schedule for Battalion Chiefs, when working as Administrative Officers and filling in as a suppression Battalion Chief or Paramedic, shall be 0730 – 1530 hours or 0730 – 1730, if a 4/10-hour day schedule is mutually agreed to.
  - 3. The normal work schedule for Captains working as Administrative Officers shall be Monday through Friday, 0800 – 1700 hours.
  - 4. The work schedule for Captains, when working as Administrative Officers and filling in as a suppression Captain or Paramedic, shall be 0800–1600 hours; or 0800–1800, if a 4/10-hour day schedule is mutually agreed to.
  - 5. This schedule may be changed or flexed as agreed to between the Chief and the Member.
- F.** Administrative Officers may be scheduled to work as the appropriate shift officer. While working as a suppression officer, any hours exceeding 10 hours in a day shall be paid at 1½ times the appropriate suppression rate.
- G.** Administrative Officers, when working a 40-hour schedule, shall be eligible for emergency callback at the Fire Chief’s discretion. They shall remain on, but not participate in, the overtime rotation or acting lists.

- H. Administrative Officers will maintain their leave bank in the suppression rate schedule, regardless of assignment.
- I. Administrative Officers, when requesting leave to be taken on a 40-hour schedule, must submit leave requests at a ratio of one to 1.4. One hour taken off at the 40-hour rate will equal 1.4 hours in the suppression schedule leave bank. (This keeps the Member at the correct number of hours for a pay period.)
- J. While working a 40-hour schedule, an Administrative Officer may only work in the relief of a vacated position within their classification or as paramedic and may not displace a suppression Member within the Administrative Officer's respective classification, unless that individual is being assigned as a paramedic.

## 6.12 Internship Program

- A. The parties agree to continue the internship program in conjunction with the CTC Fire Science Program and the University Fire Department. Interns will be expected to learn basic skills and assist the Department in accord with a training program.
- B. Intern requirements:
  - a. Interns shall not be counted in staffing calculations (Section 15.8).
  - b. Interns will not be counted in Emergency Callbacks, but they may be used.
  - c. One intern may be allowed on an apparatus per shift. Max 6 per shift.
  - d. Interns will be a minimum of State of Alaska Firefighter 1.
  - e. Interns riding on a Battalion apparatus will be limited to interns enrolled in the Emergency Management Degree program.
  - f. Driving of apparatus:
    - i. shall be limited to vehicles not covered in section 15.8A and B of this agreement.
    - ii. Driving of apparatus may only be permitted after the Interns has completed EVOC and the vehicle check off.
    - iii. UFD interns may drive a crossed manned ambulance.
  - g. Interns may not displace a Member on any emergency but will work in conjunction with the crew.
  - h. The Internship program will in no way affect Members current working conditions.
  - i. Interns will wear uniforms similar in appearance to suppression Members.
  - j. Interns will work enough hours to meet the goals and objectives set forth by the Fairbanks Fire Department and University Fire Department or the

CTC Fire Science program. Work hours and goals will be approved by the Union.

- k. Interns will be assigned to work a minimum of 08:00-17:00, but not more than one full shift.

**ARTICLE 7: HOLIDAYS**

**7.1 Holidays**

- A. The following days shall be considered holidays, with no deductions in pay:

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

and such other days as the City council by resolution or ordinance may fix for all City employees.

**B. Members Working a 40-Hour Schedule**

When any of these holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the recognized holidays falls on Saturday, the Friday immediately preceding the holiday shall be considered the legal holiday. The holiday shall run from midnight to midnight.

**C. Members Working a Suppression Schedule**

The actual day of the holiday shall be considered the holiday. Example: December 25 shall be considered Christmas regardless of the day of the week. The holiday will start at 0800 on the day of the holiday and continue to 0800 the following day.

Regarding the City recognized holidays, the Union, through the Battalion Chief, upon reviewing the daily calendar at least eight days in advance, may bring to the attention of the Fire Chief's office any calendared activities that do not relate to the essential day-to-day operations of the suppression staff, for the possibility of rescheduling said activities to another date. If the Fire Chief's office is unable to reschedule the activities, the suppression staff will perform them as scheduled



## **7.2 Holiday Pay**

Members working a suppression schedule shall be paid at 1.5 X their suppression rate of pay for all actual hours worked on a holiday, as defined in Section 7.1.C. In addition, members working a suppression schedule will receive 5.75 hours straight time pay for each City holiday that they are not scheduled to work.

## **7.3 Personal Day**

- A.** In observance of the Member's birthday, the Member is granted A day off from work as a personal leave day equal to the Member's regular workday (24 hours for Members working a suppression schedule and eight hours for 40-hour Members). This time is not deducted from accrued personal leave. This personal day must be scheduled in that calendar year. All leave scheduling rules apply.

## **7.4 City Early out Day**

Since FFD is an essential service and must remain working. If the city declares an early release from work day for a holiday. Members on shift shall receive a leave credited to their account equal to the amount of time given to non-essential service employees.

# **ARTICLE 8: PERSONAL LEAVE USED AS SICK LEAVE**

## **8.1 Accrual of Hours**

Members will only accumulate personal leave, which may be used as sick leave as outlined below. For leave accrual rates, see Article 9.

## **8.2 Use of Personal Leave as Sick Leave**

- A.** Personal leave may be taken as sick leave when a Member is ill or injured, when a member of their immediate household is ill or injured and the Member's assistance is required, or for other medical reasons. A Member calling in sick shall do so at least 30 minutes prior to the start of the Member's scheduled shift.
- B.** Once a Member, working a suppression schedule, goes on sick leave, that Member shall remain on sick leave for a minimum of ½ hour blocks (30 minutes) or the balance of the shift, whichever is less. If use of personal leave as sick leave creates overtime it must be used at a minimum of 4 hours.

- C. In the case of any absence attributable to health or disability which exceeds five working days for Members working a 40-hour schedule or two consecutive shifts for Members working a suppression schedule, the Member, before the end of the fifth day or before the third consecutive shift, shall call the Fire Chief and state the nature of the illness or disability requiring absence from work and request approval to continue sick leave. For the additional time requested, the Fire Chief may require a report from the Member's attending physician which specifically describes who in the household is ill or injured and that the Member's assistance is required. If the Member is incapacitated to the point where the Member is physically unable to contact the Fire Chief, a spouse, physician, or designated individual may substitute for the Member when contacting the Fire Chief.

### 8.3 Funeral Leave

- A. In the event of death in the Member's immediate family, the Member shall be entitled to the following leave to be deducted from accrued personal leave or Leave Without Pay, at the Member's choice:

- 1. Members working a 40-hour schedule:

In Fairbanks:	40 hours
Within State of Alaska:	56 hours
Outside State of Alaska:	80 hours

- 2. Members working suppression schedule:

In Fairbanks:	56 hours
Within State of Alaska:	78 hours
Outside State of Alaska:	112 hours

- B. Immediate family is defined as a spouse, dependent (as defined by IRS), daughter, son, mother, father, sister, brother, stepmother, stepfather, stepchild, foster child and ward, mother-in-law, father-in-law, and grandparents.

### 8.4 Non-Work-Related Injury or Illness

When a Member becomes injured and cannot perform their normal duties and has a doctor's evaluation stating light duty is indicated, the City will offer to assign the Member to light duty within the Department, provided the member is able to fulfill the duties satisfactorily. The City may, in its sole discretion, have the Member work a 40-hour schedule. This does not abrogate any provision of any workers' compensation laws and rules.

## **8.5 Compensation for On the Job Injury**

### **A. Compensation**

On the job injury or illness agreed to, or determined to be compensable under State workers' compensation laws, shall not cause the Member loss of regular sick leave, annual leave and, when consistent with PERS, retirement benefits. The City will compensate the Member the difference between workers compensation and the Member's regular basic rate of pay until the employee is able to return to duty or is medically retired. Members who can work under a modified work plan will be assigned to a 40-hour shift to work in accord with the modified work plan, provided that 2 shifts of administrative leave be offered.

### **B. Position Guarantees**

In the case of an on-the-job injury or illness, within the coverage of the Alaska Workers' Compensation Act, a Member's position shall be held for the Member until it has been established that such Member will be unable to return to the position in the foreseeable future. A Member disagreeing with the City's finding that the Member will be unable to return to work shall resolve any disagreement by the grievance procedure provided in this Agreement.

## **8.6 Occupational Injury Reemployment**

**A.** Any former Member who is injured on the job and who within three years of their termination date is medically certified, by a physician mutually agreeable to both parties, to re-enter employment, may apply for reemployment. A former Member who passes the entry-level requirements as required by the job description and meets the minimum qualifications for the position shall be given preferential reemployment under the following guidelines:

1. When there are former Members on occupational injury termination and former Members on a layoff list, the person with the most Department seniority will be the first offered the opportunity for reemployment.
2. Rehire to the Firefighter or Deputy Fire Marshal III classification up to pay step held on the date of termination, or the top step if the Member held a higher classification.
3. If the former Member was physically unable to maintain pertinent job certification and/or license during the period of disability, the Member shall be given, after rehiring, preferential opportunity to re-certify and/or re-license, including preferential opportunity to attend any required training programs.

**B.** Preferential promotion to the first available position in the classification held at the time of injury-caused termination will be granted by the City.

**C.** If due to an occupational injury, a member is not physically qualified for reemployment in a position with the Fire Department, the City will endeavor to find employment opportunities in other City departments.

### **8.7 Non-Occupational Injury Reemployment**

**A.** Any former Member, who is terminated due to non-occupational injury or illness, will be granted preferential reemployment rights within three years of termination, after preference has been given to occupational injury applications and employees on a layoff list.

**B.** Such reemployment privileges shall be conditioned on a medical certification, from a physician mutually agreeable to the parties, of the person's physical or mental ability to perform the job for which they are applying. The former Member must also pass the entry-level physical ability test as required by the job description. Such preferential reemployment rights shall be predicated on the existence of an open position and the City's decision to fill such a position.

### **8.8 Pregnancy Light Duty Assignment**

**A.** Members who are pregnant will, upon request, be placed on a 40-hour light duty assignment, in accord with Section 8.5, to perform work or training that is appropriate in view of their pregnancy.

**B.** If the Fire Chief believes that a pregnant member, who does not elect a light duty assignment, can no longer perform her suppression job functions, then the Fire Chief can ask for a medical evaluation in accordance with Section 5.3.

**C.** Members on pregnancy "light duty" will not count toward minimum staffing and will not take up any spot on the leave calendar.

### **8.9 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 & Medical Leave Act (Public Law 103-3).

## **ARTICLE 9: PERSONAL LEAVE**

## 9.1 Accrual Rates

Members shall accrue personal leave at the following rate:

<b>Months of Service:</b>	<b>Suppression:</b> (Hours per pay period)
0-60	14
60-120	16
121+	18

Administrative (40 hour) employees hired prior to 1/1/08 will accumulate personal leave at 10 hours per pay period. Employees hired after 1/1/08 will accumulate leave at the following rate:

<b>Months of Service:</b>	<b>40-hour:</b> (Hours per year)
0-24	160
24-60	200
61+	240

Employment for eight or more continuous days during a pay period shall be considered employment for a full pay period for computation of personal leave accrual.

## 9.2 Personal Leave Crediting

Personal leave accrual shall be credited to Members' leave balance at each pay period.

## 9.3 Personal Leave Pay Rate

Personal leave will be paid, when taken, at the Member's regular rate of pay.

## 9.4 Personal Leave Valuation and Severance

- A.** Members covered by this Agreement, who either voluntarily or involuntarily terminate employment, shall be paid a lump sum for all personal leave accrued at the time of separation at the value of 105%, based on their regular rate of pay. This shall be paid together with their final salary payment.
- B.** Members may elect to cash out personal leave at any time and in any amount of hours at 105% cash value, based on their regular rate of pay, as long as they

maintain a minimum leave balance of 200 hours. In addition, Members may transfer cashed out leave to the Member's 457 deferred compensation account at the 105% value.

- C.** In the event of hardship and with permission of the Mayor, Members may cash out personal leave at any time for family, medical, or other reasons below the 200-hour limit in subsection B.
- D.** Cashed out leave hours are not compensable work hours, are paid subject to tax withholding, and without PERS contribution.
- E.** A cap of 1,080 hours for suppression members and 600 hours for administrative staff will be placed on personal leave. If any employee has over the maximum hours of leave at the end of the calendar year, then the amount over the cap must be cashed out.

## **9.5 Absences**

No Member shall be absent from the job without complying with the requirements of this Agreement.

## **9.6 Leave Without Pay**

- A.** The Mayor may grant a Member leave without pay for a period, not to exceed nine months, when it is in the best interest of the City to do so. During the Member's approved leave, and with the prior written approval of the Mayor, the Member's position may be filled by limited term appointment, temporary promotion, or reassignment of another Member or employee. At the expiration of the leave without pay, the Member has the right to and shall be reinstated to the position vacated, if the position still exists. Approved leave without pay shall not constitute a break in service, but any period more than 10 days in any calendar year will not be creditable for vesting or retirement under the State of Alaska Public Employee's Retirement System. Longevity credits for completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the period of leave without pay. City medical benefits shall continue during any period of leave without pay.
- B.** The Mayor shall have the discretion to grant any Member a voluntary reduction in hours for a limited or extended period. A voluntary reduction in hours shall not constitute leave without pay.
- C.** Unless otherwise provided for herein or by State law, anniversary dates will be adjusted negatively by full days only to reflect unpaid absences. Less than eight

hours for a 40-hour Member shall not affect their anniversary date. Every 40 hours for such a Member shall affect the anniversary date by seven days. Less than 24 hours for a suppression Member shall not affect their anniversary date. Every full 24 hours for such a Member shall affect the anniversary date by one day.

## **9.7 Credited Leave**

Only those hours of personal leave that have been credited by payroll may be taken by a Member.

## **9.8 Military Leave**

- A.** Members shall be entitled to administrative leave without pay for any active duty in any Armed Forces or Alaska Defense Force component (including units of the National Guard and Reserve). In accordance with applicable state and federal laws, there shall be no adjustment of an affected Member's anniversary date for any active duty period up to the federal statutory limit to cause loss of seniority or to deny the accrual of personal leave. Members are to present a copy of official orders for active duty, as soon as possible, to the City to comply with the law and to allow the City to reschedule the work force.
- B.** Disposition of personal leave. A Member who leaves City service for such military leave without pay may elect to be paid for any accrued personal leave as if the member were separating from the city service. The decision shall be noted on the personnel action form effecting the leave. If the Member elects not to be paid for such leave, the accrued leave credits shall be reinstated upon return of the Member to the city service.
- C.** Military reserve training or emergency National Guard service. Any Member 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, on duty, for a period not exceeding 15 working days for 40-hour Members (360 hours for suppression Members), during any one calendar year. Such military leave shall be with pay if all military pay the Member receives for the duties performed on such leave is paid to the city.

*Example:* If a member were to take 12 hours of military leave, the member will be compensated their normal rate of pay from the City. The member's military gross pay will be reimbursed to the City, accompanied by information regarding pay rate from the military. If the member received a paycheck for \$240.00 for their 48 hours of training, \$240.00 divided by 48 hours equals \$5.00/hour. The

member will pay the City \$60.00, an equivalent of 12 hours times \$5.00 to receive 12 hours of paid military leave.

If a member does not tender the military pay to the City within one month of return from military duty, the absence will be changed to leave without pay unless the employee elects to use annual or sick leave. Military pay previously paid and then changed to leave without pay will be deducted from the member's pay. The member can choose to change the paid military leave to annual or sick leave prior to the 30-day deadline.

## **9.9 Union Leave**

- A.** In January of each year, the Union will notify the City to deduct hours from the personal leave of each Member. Members with less than 1 year of service will have half of the number of hours deducted. This deducted leave shall be credited to the Union business leave bank "hour for hour."
- B.** The Union may use leave from the Union business leave bank at its discretion, provided Union business leave shall be treated as personal leave and managed in accordance with Section 6.2 (Calendar Management). Requests shall have "Union Business Leave" written on the leave request form and be accompanied by a letter of authorization signed by the President.
- C.** Leave taken as in subsection B, above, shall be deducted from the leave bank on an "hour for hour" basis.
- D.** The City shall provide an annual accounting for the Union leave bank, as well as upon request of the President.
- E.** The number of hours deducted may be adjusted by the Union on an annual basis.
- F.** Once deducted, Union Business leave cannot be transferred back to any Member and has no cash value.
- G.** Members may donate their accrued leave for Union business, without limit, so long as they provide notice of donation to the City in accordance with Section 9.10.
- H.** The City will match, on an "hour for hour" basis, leave donated in accord with this section.



## **9.10 Leave Donation**

The parties recognize that it is desirable, from time to time, to have a means for Members to assist other City general government employees in time of need. The following shall be used for that purpose:

- A.** Each Member wishing to donate leave from their leave account will fill out, date, and sign a leave slip showing the amount of leave the Member wishes to donate, in increments of not less than four hours, and deliver the leave slip to the Fire Chief.
- B.** Each leave slip will have written or typed along the bottom, "Leave donated to (employee's name)."
- C.** The City will, for purposes of computation, convert the leave donated to the recipient's personal leave account for use as sick leave.
- D.** Once leave is donated, it is irretrievable by the donor.
- E.** It is the understanding of the City that the Internal Revenue Service, at this time, treats donated leave as income to the donee and not as a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

## **ARTICLE 10: PAY PERIODS**

### **10.1 Pay Days**

Pay days shall be established covering payroll periods from the first to the fifteenth day of the month inclusive and from the sixteenth day of the month to the last day of the month inclusive and shall not be later than the fifteenth and the last day of each month, except when pay day falls on Saturday or a holiday. If pay day falls on Saturday, unless Saturday is preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on Sunday or on a Saturday following a recognized holiday, pay day may be on the following Monday, unless the Monday is a recognized holiday, in which event pay day may fall on Tuesday.

### **10.2 Check Itemization**

Each check shall have a stub or attachment itemizing at least all legal and authorized deductions, hours worked, rate of pay for straight time, overtime and acting time hours worked, leave taken, and leave accrual.

### **10.3 Pay Periods**

The City reserves the right to establish a biweekly pay period upon 30-days' notice to the Union. If established, pay day shall fall on every other Friday. If pay day falls on a holiday, then pay day shall be the last scheduled day before the holiday.

### **10.4 Dues Deduction**

The City shall deduct Union dues from the wages of consenting Members on a semi-monthly (or biweekly) basis, in the amount designated by the Union. The Union agrees to provide the City 30-days' notice of any changes in the designated amount.

### **10.5 Voluntary Deduction**

Members who voluntarily assign a deduction to the Fairbanks Fire Fighters Union Political Action Committee shall have such deducted each pay period from their pay. The deducted amount shall be remitted monthly to the Committee.

## **ARTICLE 11: UNION MEMBERSHIP**

### **11.1 Membership Rights**

The City agrees that it will not in any manner, directly or indirectly, discriminate against or attempt to interfere between any of the Members covered under the terms of this Agreement and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking part in Union affairs, and that it will not discriminate against any Members because of the Member's Union membership or lawful Union activity.

### **11.2 Union Membership Requirements**

- A. Employees may join the FFU Local 1324, but union membership is not a condition of employment with the City.

## **ARTICLE 12: SENIORITY**

### **12.1 Department Seniority**

Subject to Section 9.6, Department Seniority shall be established as follows: The Member having the longest continuous term of service (layoff not being considered a break in service) in the Department shall be number one on the Department seniority list; all other Members, likewise, shall be listed according to length of continuous service

with the Department. Such list shall be posted. Date of hire as a full-time employee will be the criteria used to establish the length of service. When two or more Members are hired at the same time, Department Seniority among them shall be established by ranking on the hiring list. The Union shall be provided with a copy of the current hiring list. When an individual returns from layoff status, their seniority shall be adjusted to exclude the period of time laid off.

## **12.2 Classification Seniority**

Subject to Section 9.6, Classification Seniority shall be established as follows: The Member having the longest continuous service within a classification or any new or changed classification shall be number one on the list.

## **12.3 Paramedic Seniority**

Subject to Section 9.6, Paramedic Seniority shall be established as follows: the Member having the longest continuous service as a Paramedic, as indicated by Section 6.9.C.3, shall be number one on the list.

# **ARTICLE 13: LAYOFF AND POSITION ELIMINATION**

## **13.1 Leave Pay Out**

When a Member is terminated or effects a separation, they shall be paid all accrued earnings in accordance with State law.

## **13.2 Layoff Notice**

A Member shall be given 45-days' notice of layoff.

## **13.3 Layoff and Bumping**

### **A. Meet and Confer**

1. The City and the Union agree that in the event any layoffs of bargaining unit Members are contemplated, the Union shall be given notice and afforded the opportunity to propose alternatives to the loss of personnel prior to such layoffs.
2. The Union shall have 30 days from the date of notification by the City of impending layoffs in which to forward its recommendations. The City shall make available to the Union any documents pertaining to Department operations that the Union may require in formulating recommendations.

The City agrees to accept and implement, in good faith, the proposed alternatives to loss of personnel, if such are deemed by the City to be consistent with Department operational needs.

**B. Position Elimination**

When it is necessary to eliminate positions in the work force for whatever reason, the following procedures are set forth:

1. Classification shall be defined as those job titles listed in Section 16.1 of this Agreement and any classifications subsequently created. For purposes of this Agreement, the steps in the Firefighter classification are considered as one classification. Deputy Fire Marshal steps are considered a single classification.
2. Qualifications will not be considered in determining positions to be eliminated.
3. Classification seniority shall be defined as the time served in a classification. Seniority, for placement in the classification assumed after exercising bumping/displacement rights, shall be cumulative and shall be calculated by adding a Member's seniority in the previous classification held to the seniority the Member acquired while in the classification into which the bumping/displacement option will be exercised.

EXAMPLE:

Captain classification seniority    5 years  
Formerly a driver with seniority    4 years

Bumping/displacement into driver classification, cumulative new driver seniority 5 yrs. + 4 yrs. = 9 years

4. Layoff notices within an affected classification will be issued in reverse order of seniority in classification, with the lowest seniority being given the first layoff notice and then upwards.
5. The layoff notice shall be issued to the affected Member as per Section 13.2. The layoff notice shall detail the various options available to the Member as outlined in subsection 3, above.
6. A Member receiving a layoff notice shall have 10 calendar days in which to decide which of the options outlined in Subsection C, below, to exercise and to notify the City of their decision. The Member shall be responsible

for reviewing the options list for accuracy and notifying the City in writing of any discrepancies or errors in the list.

### **C. Options**

When a Member receives a layoff notice they shall have the following options:

1. Displace another Member in the same classification who has the least classification seniority.
2. Displace the least senior Member in a classification previously held with the Department, provided the Member exercising this option has more cumulative classification seniority. A classification “previously held” shall not include acting time.
3. Displace the Member with the least Department seniority in a classification, in the same or different division, if they meet the qualifications of that classification and have more Department seniority than the Member being displaced. For purposes of this section, the Department shall be divided into a suppression division and administrative division. A Member may only exercise displacement rights into another division if, within 30 days after receiving the layoff notice, the Member shall pass all entry level exams and meet the entry level qualifications for the other division.

### **D. Displacement**

1. When a Member is displaced into a new classification, compensation will be at the appropriate step level, based upon Department seniority, of the newly assumed classification.
2. When a Member to be laid off in a lower classification has more Department seniority than a Member in a higher classification and is qualified to fill a vacancy in the next higher classification, as of the date the layoff notice is issued, and is unable to exercise Option C.1 or C.2, such Member may displace a Member in the next higher classification who has less Department seniority.
3. When displacement results in a Member assuming a classification not previously held, the Member shall be in probationary status in that classification. If the Member is unable to satisfactorily perform the duties of that classification, they will return to layoff status.

4. A Member may not displace into a classification from which they have been removed for disciplinary reasons.
5. Options C.1 and C.2 must be exercised, if available, before a Member may exercise option C.3.
6. Ties in classification seniority shall be broken by using in the following order:
  - a. Department seniority shall be used.
  - b. As a last resort, a random drawing shall be used.
7. If a Member receives a layoff notice with options that are impacted by the decisions of more senior Members in exercising their rights, changes to the options list will be made, in writing, by the City and provided to the affected Member. If the Member has no options available to them, the City shall notify the Member, and they shall be subject to layoff procedures.

#### **E. Vacancies in Classifications**

1. If a funded vacancy exists in a classification into which a Member would be eligible to displace, the Member will be placed in the vacancy rather than displacing another Member in that classification. This means the vacancy shall be treated as the lowest seniority position in the classification and will be filled prior to displacing anyone in an occupied position.
2. If there are multiple classifications into which a Member may displace (whether filled or vacant), the Member may choose which classification to fill.
3. Vacancy factors shall have no bearing on the provisions of this Section. No Member displaced or laid off may be denied reinstatement to their former classification based upon Department vacancy factors, regardless of nomenclature.

#### **F. Miscellaneous**

1. Pro-pay shall continue to be applied to a displaced Member's wages.
2. To retain displacement rights, Members must maintain required certifications for the classifications into which they wish to displace.

## **G. Recall**

1. When a Member is displaced, that Member has recall rights back to a position in the classification previously held.
2. Recall to positions in a previously held classification shall progress in reverse order of the layoff or displacement procedure.
3. Members displaced from promoted classifications retain recall rights indefinitely or until they decline the offer to return to their prior classification. If the Member declines the recall, they lose their entitlement and must compete for promotions in the future on equal footing with other Members.
4. When a Member returns from lay off status, their seniority shall be adjusted to exclude the period of time laid off.
5. When a displaced Member returns to a position in a classification from which they were displaced, their seniority within the classification will be adjusted to reflect that they were never displaced.
6. When a position vacancy exists, the vacancy may not be filled until laid off or displaced Members have been given the opportunity to return to their former classifications. The same criteria shall apply when funding for a formerly held classification is restored and new positions are created.

## **H. Recall Procedures**

1. Members must provide a current mailing address to the City so that they may be notified of recall.
2. Recall notices will be sent by certified mail with return receipt requested. The laid off individual shall have 10 calendar days to accept or decline the recall offer in writing.
3. Upon acceptance, the Member shall have up to 30 days to report to duty.

## **13.4 Termination of Seniority**

Department seniority shall be terminated and the employer-employee relationship shall be severed by the following conditions:

1. Layoff of 36 months duration.
2. Refusing or declining a recall offer.
3. Resignation, retirement, or permanent separation from the bargaining unit (except as provided for under occupational disability rehire).

### **13.5 Classification Elimination**

- A. When a classification covered by the Agreement is eliminated, the affected Member in that classification may exercise transfer rights to another classification in the Department if qualified, as outlined in Section 13.3.
- B. When a classification is eliminated, the duties of that classification may not be transferred to another with a parallel or lower base pay rate until the City and the Union agree to the appropriate wage rate for the changed classification.

## **ARTICLE 14: JURY DUTY AND COURT APPEARANCES**

### **14.1 Jury Duty Compensation**

Members required to serve on jury duty or subpoenaed as witnesses will suffer no loss in regular earnings but shall be compensated during their service at the appropriate rate of pay. Fees paid to jurors or witnesses while serving such duty will be returned to the City. Administrative leave shall be granted to any Member subpoenaed to appear in a court located other than in Fairbanks to appear as a witness because of actions performed while on duty with the Department.

### **14.2 Court Appearance**

Members required to appear in court as witnesses because of actions performed while on duty shall suffer no loss in regular earnings but shall be compensated during their service at the Member's appropriate rate of pay. Fees paid the witness serving such duty shall be returned to the City. Members reporting for court appearances shall check in before and after their appearance at the Department administration office for duty time verification.

## **ARTICLE 15: SAFETY**

### **15.1 Safe Work Conditions**



All work shall be executed by the Member in a safe and proper manner, and the City shall provide for the safety of Members as prescribed by the provisions of State law or adopted regulations in effect during the term of this Agreement.

## **15.2 Safety Equipment**

The City shall furnish necessary safety and medical equipment for the protection of the Members.

## **15.3 Safety Meetings**

Regular safety meetings for each shift shall be held at least once a month during working hours without loss of pay to the Members. At each safety meeting, the Battalion Chief shall review the record of the last three safety meetings. Safety concerns will be recorded in a safety log by the Battalion Chief. Responses to safety concerns will be made in writing by the City before the next scheduled shift safety meeting.

## **15.4 Safety Committee**

- A.** The Joint Safety Committee shall consist of five members. This shall include two members chosen by the Fire Chief, Assistant Chief, Fire Chief, and one Union Representative chosen by the Union President. This committee shall make recommendations to the Fire Chief on equipment, personal protective equipment, uniforms, and safety issues.
- B.** Upon request of the Fire Chief, or at least annually, the Joint Safety Committee shall meet and make recommendations to the Fire Chief. All Members shall be paid, at the appropriate rate of pay, for attendance at the meeting if it occurs on their scheduled day off.
- C.** Work and/or projects generated as a result of the Joint Safety Committee shall be assigned and distributed through the chain of command.

## **15.5 Equipment Safety**

- A.** It shall not be considered a violation of this Agreement when a Member(s), having a reasonable concern, refuses to work with, ride, or wear unsafe equipment, or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.

- B.** No disciplinary action shall be taken against the Member(s) regarding such refusal until the Joint Safety Committee has met and reported to the Fire Chief on the merits of the safety concern.

### **15.6 Protective Clothing**

- A.** The City agrees to furnish, where the nature of assigned duties dictates, any special protective clothing or device that the Fire Chief determines to be necessary to the health and welfare of the Members and which meet the State law or adopted regulation applicable to the clothing or device.
- B.** Items furnished remain City property. All protective clothing or devices shall be inspected at least annually by the City and shall be replaced if found defective, based upon original specifications or design. The Union may recommend to the Safety Committee specifications of protective clothing essential for the duties of the Department.
- C.** Any new provision or change in the State law or adopted regulations shall not be applied retroactively to existing clothing or equipment unless the law or regulations so states.

### **15.7 Station Uniform**

- A.** When the City requires certain attire to be worn by the Member, an initial issue of attire as listed below shall be provided by the City at no cost to the Member upon hiring or when a new item is required.
- B.** The Department will maintain clothing allowance account balances for all members. Members will have the ability to cash out the full value of their clothing allowance balance upon separation of service. All members employed by the City on January 1, 2018, will have a lump sum of \$600 deposited into their clothing allowance account. On January 1, 2019, members will accrue monthly clothing allowance contribution of \$50.00 per month.
- C.** The Department will establish the uniform to strive to meet NFPA 1975 in consultation with the Safety Committee.
- D.** The initial issue shall consist of the following uniform attire:
  - 2 shirts, Class B, short or long
  - 1 uniform badge, collar brass, name tag
  - 2 trousers
  - 1 parka

- 1 pair of shoes or boots, black (not to exceed \$350)
- 1 pair EMS/ Tech rescue pants
- 4 tee shirts, navy blue
- 1 ball cap, navy blue
- 1 uniform style belt, black
- 1 watch cap/winter stocking cap
- 2 job shirts

**E. Continuing Clothing Allowance**

- a After initial issue, it will be the responsibility of each member to maintain and restock the items listed in the SOPs.
- b Members purchasing EMS pants within 3 months of the signing of the CBA will have an additional \$250 placed in their clothing allowance to pay for half the EMS pants.
- c Members may purchase a set of bed linen once per calendar year.

**15.8 Staffing Levels - See Appendix B for staffing modification**

**A.** Emergency vehicles shall have assigned to them the minimum number of Members as listed below. This does not prohibit the assigning of dual roles such as the staffing of the rescue apparatus or a tanker/tender.

**B. Minimum Apparatus and Staffing**

Command Vehicle: 1 Battalion Chief

Headquarters Engine: 1 Captain  
1 Driver  
1 Firefighter

Substation Engine or Second-Line Engine: 1 Captain  
1 Driver  
1 Firefighter

Ambulance: 1 Paramedic  
1 Firefighter/EMT

If additional members are on duty, at least one Member will be assigned to the Aerial Device.

**C.** In addition to the minimum apparatus and staffing listed in Section 15.8.B, the department will have one additional paramedic on duty always. This second paramedic may fill any other minimum staffing position except Battalion Chief. This position will be filled only after all other overtime positions are filled and there is still no second paramedic on duty.

**D. Optional Apparatus**

Additional companies or ambulances may be activated with the following minimum staffing:

Engine:	1 Captain 1 Driver 1 Firefighter
Ambulance:	1 Paramedic 1 Fire Fighter/EMT
Aerial Device:	1 Driver <b>1 Captain</b>

**E. Substations**

Substations shall be staffed with a minimum of one Captain, one Driver, and one Firefighter, regardless of type of apparatus.

**F. Fire Prevention**

The City shall employ a minimum of one Member for the purpose of fire prevention except as noted in 6.5 (A) 3.

**15.9 Mandated Health Training**

Before being counted toward minimum staffing, a Member must complete mandated health training as determined by the City Risk Management Department including, e.g., TB screening, starting Hepatitis A and B series, submittal of shot records, and training in use of personal protective equipment.

**15.10 Drug Testing**

**See Appendix A**

## ARTICLE 16: ECONOMIC

### 16.1 Wages.

### 16.1 Wages.

A. Pay scale effective 0001 hours on January 1, 2022 retro back to January 1, 2022 after CPI number comes in January. Year two and three will be retro back to January 1 of each year.

#### **Cost of Living: Effective October 1, 2021.**

1. Package rate increases will be in a range from 1.5% CPI to 3% CPI as measured by the Anchorage CPI-U. A three-year average will be utilized and if that three-year average falls below the 1.5% CPI, then the City will pay a 1.5% package rate Increase. If the three-year average is above 3% Anchorage CPI then the City will pay a 3% package rate Increase. If the 3-year Anchorage CPI-U is between 1.5% and 3%, then the City will pay the actual 3-year CPI average. The parties agree to use this formula to determine increases to the wages for the remaining years on this contract effective October 1, 2021 through September 30<sup>th</sup>, 2024.

Example 1. 3-year Anchorage CPI average = .8%, city pays 1.5%

Example 2. 3-year Anchorage CPI average = 2.1%, city pays 2.1%

Example 3. 3-year Anchorage CPI average = 3.4%, city pays 3%

2. Package rate will be applied in the following manner. The first portion of the rate will go to maintain an 80/20 split on health care premiums (Article 5.6B). The second portion (the remaining portion) will be added on to wages.

3. If Health care premium increases are greater than the Package increase all the increase will go to health care.

C. Persons hired in a Deputy Fire Marshall position above Recruit Deputy Fire Marshall shall receive the starting step of the position hired.

NOTE: EMT3's who transition to AEMT will have an additional 1% added to their wage scale (EMT3 plus 1%) Until such time as the department has completed the transition process as determined by the fire Chief, EMT3's will be allowed to remain at their current level of pay without any loss in compensation.

Once the department recognizes AEMT, PM will also increase 1% to the wage scale. (Paramedic plus 1%)

**Step In Grade**

1. In year 3 of the contract, 1 Oct 2023, three new steps will be added to the chart. Those steps will be as follows:
  - Driver II (3 years)
  - Captain II (3 years)
  - Battalion Chief II (3 years)
2. The hourly wage will be 2.5% above the respective 1<sup>st</sup> step positions in the third year of the contract.
3. On 1 Oct 2023, the chart goes into effect for all drivers, captains, and BCs that have 3 years or more time in grade. These employees will move to the respective step II and employees that do not have the time in grade will wait until they have the 3 years before they step up.

2021 Wage Chart	Current EMT I/II	New EMT I/II	Current EMT III	New EMTIII	Current PM	New PM
Recruit Firefighter (0-6 months)	18.52	18.52	19.36	19.36	20.48	20.48
Firefighter I (6-12 Months)	20.33	20.33	21.18	21.18	22.29	22.29
Firefighter II (1-3 Years)	23.93	23.93	24.77	24.77	25.89	25.89
Firefighter III (3-5 Years)	26.15	26.15	26.99	26.99	28.11	28.11
Firefighter IV (5+ Years)	28.37	28.37	29.21	29.21	30.33	30.33
Driver I	30.04		30.88		32	
Driver II (3 year)						
Captain I	32.54		33.39		34.5	
Captain II (3 year)						
Battalion Chief I	35.4		36.24		37.35	
Battalion Chief II (3 year)						
RDFM	30.38					
Deputy Fire Marshall I	34.58					
Deputy Fire Marshall II	39.75					
Deputy Fire Marshall III	44.71					
Admin Assistant	28.47					
Admin Assistant (5 years)	29.04					
Clerk	25.71					
Clerk (5+ Years)						

**Note: CPI will be included to this chart for 2021 according to 16.1.A.1.**

**16.2 Pro-Pay:**

Pro-pay is based on Firefighter IV for all suppression classifications and added to Member’s base rate. This pro-pay schedule shall go into effect at 0800 hours of the first day of the pay period following date of signing.

**A. Service and Supply Technician 3%**

At the discretion of the fire chief, members will be assigned to specialized duties for the maintenance, service and supplying of equipment and/or materials specific to fire suppression, rescue and EMS. This may include but not limited to self-contained breathing apparatus, breathing air compressors and EMS supplies.

**B. The assigned Medic to M1 and M2(when staffed) 10%**

**C. The assigned Driver to M1 and M2(when staffed) 5%**

**D. Acting Company Officer (CO) 5%**

1. Top 3 Members of the Captain promotion list will be assigned the Acting CO pro-pay.
2. Acting CO may be moved platoons to ensure there is one per platoon.
3. When a Captain is gone Acting CO will work as the Company Officer
4. Article 6.3D4 Assignment to acting Position does not apply to Acting CO's
5. Over time for out of classification falls under acting call out rules.

Pro-pays are only available for suppression members. For purposes of Subsections B and C, only one paramedic and only one driver may receive this pro-pay at any one time on each ambulance.

**16.3 Overtime Rates**

- A.** Members shall be compensated at their rate of pay or acting rate of pay, whichever is applicable, for overtime at the following rates, in 1/2-hour increments:
1. FLSA rate compliance (hours in excess of 182 worked in a 24-day cycle) 1.5 X regular rate.
  2. Holdover (non-holiday): 1.5 X regular rate.
  3. Callback for training or other than specified in this Agreement: 1.5 X regular rate, 2 hours minimum.

4. Callback for staffing: 1.5 X regular rate, 4 hours minimum.
  5. Special over time: 1.5x regular rate, 2 hours minimum.
  6. Callback for emergency, investigation, or holidays; and holdover on holidays: 1.5 X 40-hour rate.
    - a. Holdover, ½ hour minimum.
    - b. Emergency and investigation, 2 hours minimum.
    - c. Staffing, 4 hours minimum.
  7. Members who agree to participate as part of the City's participation in non-city events (state forestry, etc.) will follow the overtime guidelines of the agency that is directing their work. Payment will be under federal guidelines as outlined under payroll recording keeping guidance for career firefighters as outlined by the US Fire Administration.
  8. Mandatory Holdover Overtime (forced): 1.5 X 40-hour rate. Holiday: 2 X 40-hour rate  
gr
- B.** The 40-hour rate for Members working a suppression schedule is calculated by multiplying the Member's regular rate by 56 and then dividing that amount by 40.
- C.** Compensatory Time: 40-hour members can accrue Comp time in lieu of overtime, at the member's discretion, at the appropriate OT rate. Comp. Time off shall be taken in the same manner as annual leave, subject to federal and state law.

#### **16.4 Official Travel Outside City**

- A.** Members designated by the Fire Chief either to receive job-related training or education or to represent the Department/City at conferences or meetings at locations other than within the Fairbanks North Star Borough, shall have all expenses for transportation, meals, and lodging prepaid to the vendor by the City.
- B.** When prepayment to a vendor is not possible or is impractical, the Member shall be reimbursed for actual cost of air transportation, ground transportation, and lodging (receipts are required for reimbursement) and per diem shall be paid to the Member prior to the Member departing Fairbanks.
- C.** Per diem shall also be paid when the Member is away on authorized business for less than a 24-hour day not involving overnight lodging.



- D. Per diem shall be based on the State of Alaska Per Diem Rates.
- E. Per diem shall be \$25.00 when the attendance required for training, education, or at conferences or meetings exceeds seven days. This rate begins on the eighth calendar day.
- F. Per diem shall not be provided when costs for air transportation, ground transportation, lodging, and meals are paid by another agency other than the City.

## **ARTICLE 17: PERSONNEL RECORDS**

### **17.1 Record Keeping**

A Member's official personnel file may include, but shall not be limited to, the Member's application, reports of results of pre-employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, and survivor benefit forms. The Member's personnel file shall be maintained by the Mayor or his designee. A partial working duplicate of said file may be kept at the headquarters fire station and maintained by the Fire Chief.

### **17.2 Records Access**

An individual Member and the Union shall have access to Members' personnel files and the right to examine all records pertaining to Members for matters covered by this Agreement, on proper advance notice to the City, subject to the City's rights of attorney client communications, attorney work product, executive privilege, public deliberative process privilege, or other judicially recognized privilege.

### **17.3 Records Confidentiality**

To the extent permitted by law, records in the personnel file shall be held confidential and not released to persons not authorized access under this Article, unless sought by court order or subpoena. Personnel records may always be inspected by the Fire Chief or other appropriate personnel as determined by the Mayor.

### **17.4 Records Contents**

- A. Members have the right to comment, in writing, upon items contained in their personnel file. Before any adverse comment or document is placed into a Member's personnel file, the Member shall be made aware of the comment or

document. The Member has the right to file a written response to the adverse material, and the Member's response will be contained in the personnel file.

- B.** Personnel records will not be used as a private dossier on Members, nor shall they contain any materials which a Member has not seen or had the opportunity to comment on.

### **17.5 Disciplinary Actions**

- A.** A record of the following disciplinary actions shall be placed in the Member's personnel file:

1. Written reprimand(s)
2. Suspension(s) without pay
3. Involuntary transfer(s)
4. Demotion(s)
5. Termination

- B.** This does not prevent a Member's immediate supervisor(s) from maintaining a file(s) containing information intended to assist the supervisor(s) in evaluating the Member or to serve as a record of counseling, warnings, and/or oral reprimands. A Member has a right to inspect said file(s) upon reasonable notice in the presence of the supervisor(s).

### **17.6 Disciplinary Action Expiration**

Documents reflecting disciplinary action contained within a Member's personnel file, which are dated five years or older, shall not consideration the older the information is for use at subsequent disciplinary proceedings.

### **17.7 Union Access to Information**

It is recognized that during the Union's efforts to represent its Members and bargain in good faith, it may legally obtain certain information from the City that could be considered confidential under local, state, or federal law. The parties agree that the primary consideration in obtaining such material is the furtherance of the bargaining and representation positions that may be taken by the Union and that frivolous and unnecessary dissemination shall constitute a violation of this Article. Reasonable usage within the context of lawful lawyer/client privilege, duty of fair representation issues, and any constitutionally protected right shall not constitute a violation of this Article.

### **17.8 Indemnification**

- A.** In the event any claim or claims are made by a person or persons against any Member for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the City and any liability which is incurred by a Member covered by this Agreement as a result of the claim or claims shall be paid by the City. Any claim or claims, or liability resulting there from, shall not be paid by the City if the claim or claims are based upon acts or omissions of any Member resulting from recklessness, gross negligence or intentional misconduct.
- B.** In the event the City resolves an action or claim involving a Member for purely pragmatic reasons not involving any misbehavior by the Member, the City will issue a letter to the Member stating the reasons for the settlement, with a copy placed in the Member's personnel file.
- C.** This section shall be read in conjunction with the terms of any City ordinance providing for indemnification of City employees, and the protection of both this section and the ordinance shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the Member shall prevail.

## **ARTICLE 18: ENVIRONMENT**

### **18.1 Environment**

- A.** The City and the Union recognize the importance of maintaining a safe, healthy, and sanitary working environment.
- B.** Suppression Members are required to work and live within quarters provided by the City for a significant part of the work year. Standards for living and working conditions will help ensure the readiness of Members to carry out their duties.

### **18.2 Station Environment**

- A.** All fire stations shall have dormitory facilities, which include institutional standard beds, sanitary mattresses and bed linen. Station air quality, lighting, and temperature control shall meet applicable State adopted standards.
- B.** Adequate supplies of hot water for dish washing and showering must be available always. If hot water is not available in a manned station, Members will be permitted to use the facilities in other stations.
- C.** All stations shall have bathroom facilities and shower stalls which should be vented and isolated, in accordance with applicable local health codes.

- D. All stations shall have kitchen facilities, which include the following major appliances: stove (4 burner minimum), refrigerator/freezer, dishwasher, and microwave oven(s). The appliances shall be no smaller than those currently provided at each manned station. Each station shall have facilities for washing and drying uniforms. The City will provide for the cleaning of turnouts by using a commercial cleaning company or by providing suitable turnout washing machine(s).
- E. All stations shall include a habitable living area, which includes usable furniture.
- F. All areas covered under Section 18.2, Station Environment, are not applicable during area wide emergency, i.e. power outage, earthquakes, etc.
- G. The City agrees to repair or replace kitchen appliances and utensils, station furniture, bedding, and heating and cooling equipment in a timely fashion as they wear out.
- H. A Station Facilities Committee consisting of the Fire Chief, an additional City representative, and two representatives from the Union shall determine the future environmental needs of the fire station(s) and schedule repairs/purchases on a priority basis, as funding becomes available.

### **18.3 Parking**

- A. The City shall provide parking facilities and electrical connections for head bolt heaters at existing installations and at any newly constructed fire stations.
- B. Head bolt heater outlets shall operate 24 hours per day when the outside temperature is either 10° F or the temperature recommended by the Fairbanks North Star Borough Department of Environmental Services, whichever is warmer. The City will endeavor to provide outside parking areas with snow removal and sanding for icy conditions.

## **ARTICLE 19: PROMOTIONS AND PROBATIONARY PERIODS**

### **19.1 Promotional Process**

- A. The regular promotional list [hereinafter the “list”] will go into effect January 1 of odd numbered years.

- B. The renewal process and notification of regular promotional test dates will be posted at least three months prior to the date of the written exam, which shall be held during the final quarter of each even numbered year.
- C. Any changes to the resume grading requirements will be posted 12 months prior to the promotional test.
- D. In the event the list is exhausted prior to the expiration date, a new list shall be established. Such list shall be good until the next regular list is established. If the list is exhausted 9 months or less prior to the next regular promotional test, the Fire Chief may choose to not test until the next regularly scheduled test.
- E. The Department will strive to post the regular list before the expiration of the previous list.
- F. An applicant must turn in the completed written test application to the Fire Chief at least six weeks prior to the scheduled exam date.
- G. An applicant must have signed for a receipt of the qualification list at the time of receiving study material.
- H. Time in classification requirements are based on the date the list goes into effect.

## **19.2 Eligibility Requirements**

### **A. Driver Engineer:**

1. Have a minimum of three years of experience in fire suppression with the Department;
2. Shall be checked out on listed apparatus at least one week prior to the exam date using current check off standards;
3. Pass the Department's written test; and
4. Be a State of Alaska certified Firefighter II.
5. Must have 60 hours of documented drivers training per NFPA/ISO

The Union and the City shall meet and confer about adding language for practical testing and/or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

**B. Captain:**

1. Have a minimum of three years of experience as a driver/engineer in the Department, or have 10 years of total department experience;
2. Non- driver/engineer applicants must be checked of on all listed apparatus one week prior to the exam date using current check off standards; and
3. Pass the Department's written test.

The Union and the City shall meet and confer about adding language for practical testing and/ or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

**C. Battalion Chief:**

1. Have a minimum of three years of experience as a captain in the Department; and
2. Pass the Department's written test.

The Union and the City shall meet and confer about adding language for practical testing and/ or certification for the 2019 testing cycle. This process will take place before 1/1/2018.

**D. Deputy Fire Marshall I:**

1. Have a certification as I.C.C. company officer fire code inspector or equivalent.

**E. Deputy Fire Marshall II:**

1. Be certified as an I.C.C. fire code inspector or equivalent and national or Alaska Certified Fire Investigator; and
2. Have a minimum of three years of experience as a Deputy Fire Marshal I or equivalent.

**F. Deputy Fire Marshall III:**

1. Have an associate's degree in fire science or higher degree in a related field or the equivalent thereof by work experience, as set forth below in this section;

2. Have a minimum of five years of experience as a Deputy Fire Marshal II or equivalent;
3. Have maintained certification as a national or state certified fire investigator and I.C.C. fire code inspector; and
4. Be certified as an I.C.C. Fire Plan Examiner.

**G. Paramedic Selection:**

1. Criteria used to select a candidate for initial City sponsored paramedic training shall be:
  - a. Hold the classification of Fire Fighter, Driver, or Captain;
  - b. Completed initial hire probationary period in fire suppression by the effective date of the Selection List;
  - c. Drivers will be ranked below all the Firefighters who have taken the test. Captains will be ranked below the Drivers;
  - d. Seniority shall be based on continuous time in service with the Fairbanks Fire Department as defined in Section 19.3A; and
  - e. Successfully complete all entry requirements of the paramedic training school being used (pass/fail).
2. The City shall send two members to paramedic school during the three-year period following the signing of this agreement.

**19.3 Promotional Testing**

**A. Promotional Seniority**

1. Based on the date the list is to take effect;
2. .25 points per full calendar month with no points given for partial months, for a maximum of 20 years or 60 points;
3. Promotional seniority applies to continuous time spent in the Department;
4. A full month is credited when an individual was hired/promoted on the first, second or third of the month. This applies to suppression Members and 40-hour Members.

## **B. Written Exam**

1. Minimum passing score is 70%.
2. The selection of an up-to-date bibliography (study resources) will be done by mutual agreement of the Fire Chief and a Union representative. The Union will provide the Fire Chief with the name of a Member from each classification to be tested for, who will coordinate with the Fire Chief for bibliography selection. However, the Fire Chief has the right to reasonably reject any such person whose name has been provided by the Union. In the event of a rejection, the Union shall without delay provide the name of a different person.
3. The Fire Chief will make arrangements for all on duty Members to take the exams at no loss of leave time or standbys to the Member.

## **C. Oral Exam and Board**

1. An oral board ("Board") shall be composed of five persons as follows:
  - a. Three City representatives of whom one will be a city employee and one will have a fire service background (for the Paramedic board one will have a medical background);
  - b. If the Fire Chief is doing the Chief's Interview, they may not participate in the Oral exam;
  - c. A Member who holds, or has held, the classification being tested for, with the selection of said Member to be by the Union; and
  - d. A representative of the Union.
2. The Board shall formulate up to 10 questions to be asked of each applicant for a particular classification. Applicants for the same classification shall all be asked the same questions.
3. Each question shall be worth a maximum of five points, with five being the highest score. Each member of the Board will assign points to each applicant's answer to each question. The total of the Board's points assigned to each answer shall be tallied and divided by the number of Board members to arrive at an average score for each answer.

## **D. Resume**

1. The Board shall also consider an applicant's resume. Resumes shall be turned into the Fire Chief one week prior to the Oral Boards.



2. The HR office will submit, with the applicant's resume, a list of any disciplinary action that the Member may have received, up to five years prior to the promotional exam.
3. The selection of grading requirements will be done by mutual agreement of the Fire Chief and the Union President.
4. Each member of the Board will assign a score to each applicant's resume. The total of the Board's points assigned shall be tallied and divided by five to arrive at an average score for this part of the exam.

#### **E. Chief's Interview**

The Fire Chief shall conduct an interview of the applicants in a manner deemed appropriate. Whatever process the Chief chooses, it must be clearly stated before the written test and must be consistent throughout the process.

#### **19.4 Promotional List**

- A.** The promotional list shall be established by combining the category scores in the following manner:
  1. Written exam = 40%
  2. Oral exam = 30%
  3. Resume (scored by oral board) = 10%
  4. Chiefs Interview = 10%
  5. Seniority points = 10%
  6. Total = 100%
- B.** The list shall be established by ranking the Member with the highest point total as number one, the Member with the next highest points as number two, and will continue in this manner until all qualified applicants are sequentially listed. The Fire Chief will promote from the top of the list.

#### **19.5 Probation Status**

A Member who accepts any promotion to a classification covered by this Agreement or any position with the City that is not within the Union covered by this Agreement will be able to return to their previously vacated classification for any reason during the time the Member is on probation in the promoted position. If a Member returns to his former classification, they will be placed at the bottom of the promotional list from which they vacated.

## **19.6 New Hire Probationary Requirements**

- A.** Evaluations shall be done by shift officers, as coordinated by the Battalion Chief, at two months and six months.
- B.** Complete skills check off sheets that are based on NFPA fire fighter I qualifications and
- C.** Successfully complete a practical exercise that is based on the skill sheets.
- D.** After successfully completing above subsections B and C, above, the person shall be counted for "minimum staffing".
- E.** Standard new hire probation is six months but may be extended by the Fire Chief up to twelve additional months.

## **19.7 Promotional Probationary Period**

- A.** Standard promotional probation is six months but may be extended by the Fire Chief up to twelve additional months.
- B.** Evaluations shall be done by shift officers, as coordinated by the Battalion Chiefs, at two months and five months, except that Battalion Chiefs shall be evaluated by the Fire Chief or designee.
- C.** A Member, who does not successfully complete probation, will be returned to the classification held prior to promotion without loss of classification seniority. Such Member's name shall be removed from the promotional list.

## **19.8 Voluntary Demotion**

- A.** A Member who takes a voluntary demotion will be placed on the bottom of the promotional list of the vacated classification until the next promotional list is posted. If the voluntary demotion is after the deadline for signing up for the promotional process, the Member will be placed on the bottom of the new list.
- B.** A Member who declines a promotion will be placed on the bottom of the current promotional list. If the Member is the only person on the list, the list will be considered exhausted.
- C.** A Member must re-test once the list they have Voluntarily demoted to expires. Members who do not choose to re-test may not work in the position they demoted from under the previously held classification rules.

**Note: Both Parties will work towards updating the promotional requirements and testing process.**

**Article 20: EMPLOYEE PROFESSIONAL STANDARD OF BEHAVIOR & PROVISIONS RELATING TO DISCIPLINE AND FORMAL INVESTIGATIONS**

**20.1 Duty of All Fire Department Employees**

Since the public literally places their lives and property in the hands of Fire Department employees, it is essential that the public has full trust in Fire Department employees. During their service to the public, Fire Department employees render service to the vulnerable and have direct access to private areas of residential, retail, and commercial property. The parties to this Agreement recognize that Fire Department employees have the duty to serve the City with complete professionalism, honesty, integrity, and dedication always. This includes the duty to:

- A.** Treat the public and fellow employees with respect;
- B.** Make suggestions to improve service;
- C.** Truthfully cooperate in informal and formal investigations, provided that an employee being interviewed shall be informed that failure to answer questions directly related to the investigation can result in disciplinary action, which may include discharge;
- D.** Recognize that there is no employee expectation of privacy for City-owned vehicles, public work areas, or desks. Employee lockers and dormitories may only be inspected in the presence of the employee or in the absence of the employee with the employee's consent;
- E.** Report violations of laws, Department Rules and Regulations, and Standard Operating Procedures; and
- F.** Behave in a manner that inspires public trust and support.

**20.2 Added Duty of Fire Officers**

The day-to-day operation of the Fire Department is entrusted to the Fire Officers. Fire Officers have the additional responsibilities beyond Section 20.1 to:

- A.** Manage the safe and efficient operation of the department;

- B. Cooperate with other agencies; and
- C. Give verbal and written discipline of subordinates if needed.

### **20.3 Just Cause for Disciplinary Penalty**

Just cause must exist for the issuance of any disciplinary penalty. Notwithstanding any other definition or test(s), “just cause” to impose a disciplinary penalty under this agreement shall mean:

- A. Members are informed of behaviors which breach their duty as employees.
- B. A fair and impartial investigation will be conducted before the disciplinary penalty is imposed.
- C. In any review of disciplinary action by an arbitrator, the standard of proof by the City is the preponderance of the evidence – a finding that the evidence shows it is more likely than not that behavior occurred which breached the Member’s duty.
- D. Rules are evenly applied; provided that disciplinary penalties in particular situations may vary subject to subsection E, below.
- E. The totality of the individual Member’s work record is considered in imposing a penalty; it may be appropriate to impose different disciplinary penalties for the same breach of duty to different Members in light of their employment history.
- F. Discipline shall normally be constructive and progressive; except that the parties recognize that certain conduct that is so obviously serious that the Member is expected to know that a disciplinary penalty beyond a reprimand may be imposed without express warning or prior discipline.

### **20.4 Disciplinary Representation**

Members shall be entitled to representation by the Union during a formal investigation. In addition, Members are entitled to Union representation when they are interviewed or questioned during an informal investigation.

### **20.5 Formal Disciplinary Investigations**

The following provisions shall apply to an interview of a Member who is the subject of a formal disciplinary investigation:

- A. A Member under formal investigation shall be informed by the City, in writing, of the nature of the investigation and provided a copy of the alleged violation(s) within two business days for 40-hour employees and ten calendar days for suppression employees from the date the formal investigation is initiated by the Fire Chief. In addition, the City will notify the Member and Union President verbally the day any formal investigation is initiated. For purposes of this subsection, if either the Member or Union is unavailable, voicemail or email notice shall suffice.
- B. The Union shall be informed, in writing, of a formal investigation concerning a Member which could lead to disciplinary action.
- C. Interviews shall be conducted at a reasonable hour and not exceed a reasonable length of time, preferably during the time a Member is on duty. A Member shall be compensated at the FLSA rate if the interview occurs during off duty time.
- D. The interview may be recorded, and if it is, the Member shall have access to the recording. The interviewed Member shall also have the right to bring their own recording device and record all aspects of the interview and, if they do, the Member shall provide access to the recording to the City. No recording device shall be used by any party unless the Member and the City are made aware of the fact prior to such interview. The Member shall be entitled to any transcription of the recording, if such is prepared.
- E. The Executive Board will be notified, in writing, of the final outcome of formal investigation.
- F. Upon completion of a Formal Investigation and subject to the City's rights to confidential attorney-client communications or attorney work product, the Union shall have the right to examine all records pertaining to the Formal Investigation.
- G. No Member shall suffer a reduction in pay or benefits prior to imposition of a disciplinary penalty.
- H. Subject to Section 17.5, all formal disciplinary penalties shall be recorded in the Member's Personnel File and shall constitute the official record to be used in disciplinary actions and any subsequent consideration for promotion.

## **20.6 Pre-disciplinary Meeting**

- A. In the event the Fire Chief recommends that a non-probationary Member be suspended without pay, demoted, or involuntarily terminated, the Member will be notified, in writing, of the reasons for proposed discipline.

- B.** Any non-probationary Member who receives a notice of proposed suspension without pay, demotion, or discharge may, within three calendar days from the date of receipt of the notice of proposed action, request a pre-disciplinary meeting with the Mayor before a final decision is made. After the request is made, such meeting shall be held within three calendar days, unless an extension is mutually agreed upon. The meeting shall be informal, but the Member shall be entitled to Union representation. The Member shall be placed on paid administrative leave pending the meeting with the Mayor. If both the Fire Chief and Union agree the Member may continue to work pending the meeting with the Mayor.
- C.** This Section does not apply to termination of probationary Members. A probationary Member who is terminated will be released from completing the balance of the shift but shall be paid through the end of shift. A terminated probationary Member is free to request a post-termination meeting with the Mayor. The Mayor has the option to agree to the meeting request.

## **20.7 General Guidelines**

- A.** The City will not cause or require the Member under investigation to be subjected to visits by the press or news media nor shall the Member's home address, telephone number, or photograph be given to the press or news media by the City without the Member's express consent.
- B.** Other than to report whether an administrative investigation is underway, neither the City nor the Union, or any of its Members, will give the press or news media any information concerning the investigation until the investigation has been closed.

## **20.8 Outcome of Formal Investigations**

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

- A.** "Substantiated" means that the act of misconduct or violation complained of occurred.
- B.** "Unsubstantiated" means that there was insufficient evidence to prove or disprove the allegation.
- C.** "Exonerated" means that the act alleged did occur but the Member's actions were lawful and proper.

- D. “Unfounded” means that the act alleged did not occur.
- E. “Other Misconduct Noted” means the investigation revealed an act of misconduct or violation not alleged in the complaint.
- F. “Withdrawn Complaint” means either the complainant has decided against pursuing the matter or failed to cooperate to the extent necessary to complete the investigation.

## **Article 21: TRAINING AND PROFESSIONAL DEVELOPMENT**

### **21.1 Essential Training**

The City will provide, at no cost or loss of time (on pay status during training) to Members, training which is essential to the operation of the Department or as required by the Department.

### **21.2 Specific Training**

#### **A. All Members**

1. Hazardous Materials Operations level training and required refresher training;
2. Emergency Medical Technician I training;
3. Emergency Medical Technician I, II, or III (whichever is appropriate), refresher training;
4. Continuing Medical Education (CME) as required by the State;
5. Cardio-pulmonary Resuscitation (CPR) training;
6. Training deemed necessary by the City’s physician sponsor; and
7. Firefighter I & II.

#### **B. Paramedics**

1. Initial paramedic instruction and required internship;
2. Advanced Cardiac Life Support (ACLS), complete course every two years;

3. Pediatric Advanced Life Support (PALS), complete course every two years;
4. Biannual refresher training as required by the National Registry of Paramedics for maintenance of national registry certification;
5. Continuing Medical Education (CME) as required by the State; and
6. Training deemed necessary by the City's physician sponsor.

**C. SCBA Technicians**

1. SCBA Level II, III technician training and required refresher training; and
2. Members responsible for air (breathing) compressor maintenance shall receive training as required by the equipment manufacturer and applicable regulations.

**D.** The City shall provide for the reasonable cost of training, but not including on-duty time or overtime, of any Member desiring to become an EMT II and/or EMT III. The City shall provide for administrative leave if staffing permits.

**E. Training Administration**

1. The City will provide the mechanism for Members to take the initial certification or recertification practical and opportunity to take the written exam for certification.
2. Training listed in this Section 21.2 will be scheduled at least 60 days in advance and posted in writing.

**21.3 Training Allowance**

In an effort to provide Members with educational opportunities and thereby better serving the public, it is agreed that each Member shall be provided with the following annual training allowance, based on rank, to be used for job related education and/or training:

Firefighter and Deputy Fire Marshall	\$500
Driver and Deputy Fire Marshall II	\$500
Captain and Battalion	\$500
Paramedic	\$500



## **A. Training Allowance Administration**

1. The Paramedic allowance is for paramedics only and is in addition to the allowance based on rank.
2. Allowance may not be used for training required by the City and/or training received while on duty.
3. Members shall participate in training under this program during off-duty hours using any combination of annual leave, stand-bys, and/or off-duty days.
4. Members shall be covered by workers' compensation while participating in training and while traveling to or from training.
5. Training allowance will be paid to the member on the first pay period of the year.
6. The remainder of each member's training allowance from previous years will be cashed out in January of 2022. 2022 allowance will be included in the cash out.

## **ARTICLE 22: DEFINITIONS**

**Administrative Officer** – Battalion Chief or Captain whose duties include training of personnel, functioning as a Safety Officer and other duties as assigned by the Fire Chief. An Administrative Officer may fill in for a suppression Battalion Chief or Captain in accordance with Section 6.11.

**Base Rate** – the hourly rate for a classification.

### **Buckets:**

- A. Manning: Straight time, overtime, forced time, standby time.
- B. SOT: Special overtime assignments not used for manning.

**Calendar Year** – January 1 through December 31.

**Callback** – Off-duty Member who is contacted and comes to work when not scheduled

**City** – City of Fairbanks

**Classification** – Department rank or position.

**Day** – in computing any time prescribed or allowed, the day of the act or event from which the time begins to run is not to be included.

10 days or less: weekends and holidays are excluded

11 days or more: no days are excluded.

If the final day of the time period falls on a weekend or holiday, then the weekend following will be considered the final day.

**Department** – Fire Department of the City of Fairbanks.

**Disciplinary Penalty** – includes oral reprimand (the existence of which may be confirmed in writing), written reprimand, suspension without pay, disciplinary transfer, demotion or discharge.

**E.M.T.** – Emergency Medical Technician levels as defined by the State. See 7 AAC 26.010- 26.150, as amended.

**F.G.C.** – Fairbanks General Code of Ordinances.

**F.L.S.A.** – Federal Fair Labor Standards Act.

**Fire Chief** – person designated to have administrative authority over the Fire Department designated by the City as Fire Chief, Department Head or otherwise designated.

**Investigation, formal** – the process, beyond the Informal Investigation/Fact Finding, to determine the extent and/or validity of an allegation of a rule violation, misconduct, or other wrong doing.

**Investigation, informal** – the initial determination of facts leading to the formulation of an allegation of a rule violation, misconduct, or other wrong doing.

**Layoff** – a reduction in the number of Members employed within the Department due to a shortage of funds, a lack of work or other material changes which are outside a Member's control and which do not reflect discredit upon the service of the Member.

**Manning-Positions** to be filled to meet minimum staffing requirements.

**Mayor** – Mayor of the City.

**Member** – an employee working in a job classification who is currently employed and working in the Department.

**P.E.R.A.** – State of Alaska Public Employment Relations Act.

**Platoon** – the suppression schedule employees assigned to work at the same time and on the same schedule, designated by the letters A, B, and C (previously referred to as A Shift, B Shift, and C Shift).

**Qualification** – additional responsibility above the classification. Current qualifications are:

- A. Paramedic;
- B. Acting Battalion Chief;
- C. Acting Captain; and
- D. Acting Driver.

**Rules & Regulations** – work rules promulgated by the Fire Chief, with review by the Union, governing work performed by employees.

**Shift** – a 24-hour block of assigned work time beginning at 8:00 a.m. and ending at 8:00 a.m. on the following day.

**S.O.P.** – Standard Operating Procedures governing the day to day operations of the Fire Department.

**Source Platoon** – the platoon from which a member is being transferred.

**Target Platoon** – the platoon to which a member is being transferred.

**Tour** – the regularly assigned schedule for suppression schedule employees consisting of 48 hours on duty (2 Shifts) with 96 hours off duty.

**U.L.P.** – Unfair Labor Practice as outlined by P.E.R.A.

**Union** – the Fairbanks Fire Fighters Union, Local 1324 of the International Association of Fire Fighters (IAFF).

City of Fairbanks

Fairbanks Fire Fighters Union

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Jim Matherly, Mayor

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Scott Raygor  
President IAFF Local 1324

## Appendix A. – Drug Testing

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable Articles of the CBA between the City of Fairbanks and the Fairbanks Fire Fighters, Local 1324, IAFF.

### Section 1 Policy:

The City of Fairbanks and the Fairbanks Fire Fighters, Local 1324, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

### Section 2 Informing Employees About Drug and Alcohol Testing:

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless they refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within 1 year of completing an appropriate rehabilitation program.

### Section 3 Employee Testing:

Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy.

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$30,000); or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or A pattern of abnormal conduct or erratic behavior; Or An arrest and conviction of a drug related offense; Or Information

provided by reliable and credible sources that have been independently corroborated.

#### Section 4 Sample Collection:

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the City of Fairbanks. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician. Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the City of Fairbanks agree that security of the biological urine and blood samples is absolutely necessary; therefore, the City of Fairbanks agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes. Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least 12 months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

#### Section 5 Drug Testing:

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

- Marijuana metabolites 100 ng/ml
- Cocaine metabolites 300 ng/ml
- Opiate metabolites [1] 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines 1,000 ng/ml

[1]: If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

- Marijuana metabolites [1] 15 ng/ml
- Cocaine metabolites [2] 150 ng/ml
- Opiates Morphine 300 ng/ml
- Codeine 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines
  - Amphetamine 500 ng/ml
  - Methamphetamine 500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid

[2] Benzoyllecgonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

#### Section 6 Alcohol Testing:

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Fairbanks Police Department. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

#### Section 7. Medical Review Physician:

The Medical Review Physician shall be chosen and agreed upon between the Union and the City of Fairbanks and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant

biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

#### Section 8 Laboratory Results:

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

#### Section 9 Testing Program Costs:

The City of Fairbanks shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

#### Section 10 Rehabilitation Program:

Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following 12 months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the City of Fairbanks for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the **12-month** period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent 12-month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

#### Section 11 Duty assignment after treatment:

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and 2 years have passed since the employee entered the program,



the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

**Section 12 Right of appeal:**

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

**Section 13 Union held Harmless:**

This drug and alcohol testing program was initiated at the request of the city of Fairbanks. The City of Fairbanks assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

**Section 14 Changes in Testing Procedures:**

The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

**Section 15 Conflict with Other Laws:**

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

**Consent and Release Form for Drug/Alcohol Test Program:**

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department’s drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department’s Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within **1** years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

\_\_\_\_\_  
Printed or typed name of employee

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date





FAIRBANKS NORTH STAR BOROUGH  
Chena Riverfront Commission  
July 28, 2021  
12:02 p.m.

A regular meeting of the Chena Riverfront Commission was held Wednesday, July 28, 2021, in the Mona Lisa Drexler Assembly Chambers of the Juanita Helms Administration Center, 907 Terminal Street, Fairbanks, Alaska.

**ROLL CALL**

There were present appearing in-person and telephonically:

Diana Campbell	Brenda Naaktgeboren	Robert Henszey
Julie Jones	Wade Binkley	Lee Wood
Annette Freiburger, Vice-Chairperson		Buki Wright, Chairperson

Comprising a quorum of the Board/Commission, and

Sharon Wittenkeller, Administrative Assistant III Clerk  
April Trickey, CMC, Borough Clerk  
Kellen Spillman, Acting Community Planning Director Ex-Officio Member  
David Bredlie, Public Works Director Ex-Officio Member  
John Netardus, DOT&PF Representative Ex-Officio Member  
Jackson Fox, FAST Planning Liaison

Absent & Excused

Gregory Barker

**MESSAGES**

C.1. Communications to the Chena Riverfront Commission

Kellen Spillman, Acting Community Planning Director, provided an update on new clerking functions for FNSB Boards and Commissions, Chena Riverfront Commission hybrid meeting format, participation options and schedule, Community Planning staff vacancies and promotions, an application for a new Chena Riverfront Commissioner, and status of the Downtown Plan. He thanked Laura Melotte for her 6 years of clerking service for the Chena Riverfront Commission, and also thanked Commissioner Freiburger for representing the Chena Riverfront Commission at the Alaska Railroad Corporation Board meeting.

2.a. Citizen's Comments on agenda items not scheduled for public hearing.

NONE

2.b. Citizen's Comments on items other than those appearing on the agenda.

Jackson Fox, FAST Planning Executive Director spoke of requests for bridge signage at the Noyes Slough and Chena River bridges. He explained FAST Planning staff have been pursuing funding to purchase and install the signs and requested the topic as a future agenda item before the Chena Riverfront Commission.

2. Disclosure & Statement of Conflict of Interest

NONE

**APPROVAL OF AGENDA AND CONSENT AGENDA**

HENSZEY,  
Seconded by WOOD

moved to approve the agenda and consent  
agenda as read.

VOTE ON MOTION TO APPROVE THE AGENDA AND CONSENT AGENDA AS READ.

Yeses:

Binkley, Campbell, Jones, Henszey,  
Naaktgeboren, Wood, Freiburger, Wright

Noes:

None

MOTION CARRIED

8 Yeses, 0 Noes

**APPROVAL OF MINUTES**

1. Regular Meeting Minutes of May 26, 2021.

Without objection this measure was read by title and approved under the consent agenda.

**UNFINISHED BUSINESS**

F.1. Review and discussion of current Department of Transportation & Public Facilities (DOT&PF) projects.

John Netardus, DOT&PF Project Manager, provided updates on the following DOT&PF projects:

- Chena Riverwalk Phase III: FAST Planning received a letter from the Alaska Railroad Corporation regarding land lease options and conditions for a portion of their land that is proposed to be used in the Chena Riverwalk Phase III Project.
- Airport Way West Improvements: final PS&E completion by December 2021, Construction year 2022 project, the design study report is being revised and DOT&PF is seeking a new local planning authority, which will include presenting the project before the Chena Riverfront Commission for review.
- Cushman Street Bridge Replacement Project: final PS&E completion fall 2021, construction scheduled for spring or summer of 2022.
- University Avenue Rehab and Widening: currently under construction, the bridge is scheduled to open the end of October 2021.
- Wendell Avenue Bridge: currently under construction, the bridge is scheduled to open mid-October 2021.
- Third Street Widening Project: currently under construction, two-year project, scheduled to be completed July 1, 2022.
- Steese Bridge Redeck Project: final PS&E completion fall 2021, construction scheduled for spring or summer of 2022.
- Growden Area Accessibility Improvement Project: currently under construction, the project consists of a path east to west through Growden Park, connecting with the Chena River path.

Questions and discussion ensued.

## F.2. Status updates on Chena Riverfront Commission Project List.

Commissioner Henszey shared there were surveys conducted around Eielson Air Force Base and elodea was detected.

Chair Wright shared an update on the elodea detected in Harding Lake last year and that it was treated this summer.

Discussion ensued.

Kellen Spillman, Acting Community Planning Director, provided updates on the following Chena Riverfront Commission project list:

- Riverfront Riparian Zone Education: would like to hear an update at a future meeting on Tanana Valley Watershed Association's (TVWA) additional Watershed Resource Action Plans (WRAP), Community Planning has internally migrated the TVWA's plan for the Chena River into their GIS system.
- River Safety Signage: potential end of year funding to aid the project moving forward.

- Pioneer Park Upgrade: midway through the Pioneer Park Master Plan efforts, would like to have an update and recommendation opportunity before the Commission.
- Fairbanks Downtown Plan: update to come before the Commission.
- TVWA Update: can be looped in with the Watershed Resource Action Plan.
- FNSB Recreational Trail Plan Update: a lot of progress, robust website on the Trails Plan update, still in the public involvement process.

Discussion ensued.

### F.3. Update on the Chena Riverwalk Phase III Project

Kellen Spillman, Acting Community Planning Director, noted Resolution No. 2021-10 that the Chena Riverfront Commission recommended approval of to the Assembly was brought before to the Assembly in April, the Assembly unanimously approved the resolution.

Jackson Fox, FAST Planning Executive Director, provided an update on the Alaska Railroad Corporation (ARRC) board meeting. He noted FAST Planning is funding the Chena Riverwalk Phase III Project, there is 1.7 million dollars set aside to take the project into construction in the summer of 2022. FAST Planning is actively working on obtaining a long-term land interest from the ARRC to be able to construct a portion of the path that is on ARRC property, options and conditions were discussed between FAST Planning and the ARRC. The ARRC provided conditional approval of a land use permit to include the City of Fairbanks as the permanent owner of the foot bridge over the Chena River and the City of Fairbanks or Fairbanks North Star Borough (FNSB) take over the maintenance responsibilities of the existing asphalt path from the footbridge up to Chena Landings Loop Road. The ARRC stated they do support the project, they also feel there is a negative impact to having the path on ARRC property, they want to be compensated, likely at fair-market value. A draft agreement including a one-time lump sum rent payment, amount to be determined, will be submitted to FAST Planning. The agreement would include a 20 to 50-year long-term land lease that would be paid upfront using federal dollars.

Discussion ensued.

Mr. Fox noted the Chena Riverfront Commission could assist with the efforts by providing a letter of recommendation to Mayor Matherly and Mayor Ward regarding responsible parties for the maintenance of the existing asphalt path from the footbridge up to Chena Landings Loop Road. This item will go before the FAST Planning Technical Committee on August 4, 2021 and the FAST Planning Policy Board, which includes all three local Mayors, on August 18, 2021.

Further discussion ensued.



Chair Wright stated he was willing to work with Mr. Fox and Mr. Spillman on drafting a letter of support for review at the next Chena Riverfront Commission meeting. Mr. Fox explained the recommendation would have to go through the Borough Assembly and Fairbanks City Council for final approval.

### **NEW BUSINESS**

G.1. Discussion of Graehl Park "Park-a-Year" preliminary concepts and planning.

This item was rescheduled for August 25, 2021.

### **EXCUSE FUTURE ABSENCES**

NONE

### **COMMISSIONER'S COMMENTS/COMMUNICATIONS**

Chair Wright noted agenda items for the next meeting; Graehl Park Discussion, and the Chena Riverwalk Phase III Project.

Commissioner Henszey thanked Laura Melotte for her role as Clerk and welcomed the new Clerk Sharon Wittenkeller, he appreciated the bridge signs project, thanked everyone for their efforts on the Chena Riverwalk Phase III project, and explained the bird vetch issue within the community.

Commissioner Campbell thanked Laura Melotte for her role as Clerk, and noted she picked bird vetch with the Gates of the Arctic National Park and Preserve.

Commissioner Binkley expressed interest in having more opportunities for interaction between river users and downtown Fairbanks, to build a connection between the two user groups with support of the Commission.

Chair Wright thanked Sharon Wittenkeller for being the new Clerk, thanked April Trickey for sitting in on the meeting, and requested for upcoming changes to be addressed to the Commission prior to implementation.

Kellen Spillman offered technical instruction on how to download the agenda packet online.

**ADJOURNMENT**

There being no further business to come before the Chena Riverfront Commission, the meeting was adjourned at 1:34 p.m.

APPROVED: August 25, 2021

FAIRBANKS NORTH STAR BOROUGH  
Chena Riverfront Commission  
August 25, 2021  
12:03 p.m.

A regular meeting of the Chena Riverfront Commission was held Wednesday, August 25, 2021, in the Mona Lisa Drexler Assembly Chambers of the Juanita Helms Administration Center, 907 Terminal Street, Fairbanks, Alaska.

**ROLL CALL**

There were present appearing telephonically and in person:

Diana Campbell	Robert Henszey
Julie Jones	Wade Binkley
Lee Wood	Gregory Barker
Annette Freiburger, Vice-Chairperson	Buki Wright, Chairperson

Comprising a quorum of the Commission, and

Sharon Wittenkeller, Administrative Assistant III  
Kellen Spillman, Acting Community Planning Director  
Brian Charlton, Acting Parks and Recreation Director  
Andrew Ackerman, City of Fairbanks Engineering Department  
John Netardus, State of Alaska DOT&PF Engineer/Architect II  
Ashley Carrick, Executive Director for the Tanana Valley Watershed Association  
Donnie Hayes, Parks and Recreation Department Manager of Pioneer Park  
Jewlz Barker, Tanana Valley Watershed Association Consultant

**MESSAGES**

1. Chair's Comments

Chair Wright announced Brenda Naaktgeboren's resignation from the Commission.

2. Communications to the Chena Riverfront Commission

Kellen Spillman, Acting Community Planning Director, reiterated Brenda Naaktgeboren's resignation from the Commission. Mr. Spillman stated there are three vacancies currently on the Chena Riverfront Commission and explained the State of Alaska Department of Transportation and Public Works is asking for local planning approval for the Gaffney Airport Richardson Steese (GARS) Interchange Project. Mr. Spillman noted there are five open positions within the Community Planning Department and further explained,

## **MESSAGES – continued**

Jackson Fox, of Fairbanks Area Surface Transportation (FAST) Planning, was not able to attend the meeting and he was filling in for him.

### 2.a. Status updates on the Chena Riverfront Commission Project List

Mr. Spillman provided updates on the projects from the Chena Riverfront Commission Project list. The updates consisted of the printer brochures for Chena Riverfront Riparian Zone education, Chena River safety signage, Pioneer Park, the Downtown Plan, the riverboat dock downtown, the GARS Interchange Project, and the Tanana Valley Watershed Association projects.

Commissioner Campbell requested clarification on the Downtown Plan and Mr. Spillman gave an overview of the plan.

Commissioner Wood asked if there was a dock at the Big I Pub and Lounge. Discussion ensued and it was decided by Chair Wright that the discussion of the downtown docking sites would be added to the next meeting agenda in order for the commission to have a full discussion.

### 2.b. Status of the State of Alaska Chena River State Recreation Site (Wayside).

Mr. Spillman inquired whether Commissioner Henszey had information on this item. Commissioner Henszey requested an update from the State Parks on the closure of the Chena River Wayside Campground this summer. Mr. Spillman said he would reach out to Ian Thomas, Superintendent for Northern Region State Parks.

### 2.c. Status of the Graehl Park "Park-a-Year" preliminary concepts and planning.

Brian Charlton, Parks and Recreation Project Coordinator, asked the Commission for their input on ideas for the Graehl Park when it is updated next year. Mr. Charlton explained the basic concept for the park as it is currently envisioned. Mr. Charlton also stated that the Parks and Recreation Department is working with the Rasmuson Foundation in order to secure additional funding for the upcoming design and building process.

Commissioner Campbell stated the Rasmuson Foundation helped pay for some of the renovations at the Fairbanks Native Association and she offered photos to the commission if there was interest.

Mr. Spillman asked whether Mr. Charlton would be requesting a letter of support from the commission. Mr. Charlton stated a letter of support would be welcome, but he was uncertain if the letter of support would fit within the timeline.

3. Citizens Comments

3.a. Citizen’s Comments on agenda items not scheduled for public hearing.

John Netardus, AK DOT&PF Engineer/Architect II, provided an update on the Chena Riverwalk Phase III project. He also provided updates on the AK DOT&PF Riverfront projects.

Commissioner Binkley inquired when the Airport Way redesign and construction would be complete. Mr. Netardus stated it was designed for completion in 2022. Commissioner Binkley further inquired what would happen to the temporary pedestrian bridge. Mr. Netardus replied that it was the property of the contractor working on the project.

Andrew Ackerman, City of Fairbanks Engineering Department, informed the Commission of the Northern Region Department of Transportation website and the overview it provides of current projects.

Ashley Carrick, Executive Director of the Tanana Valley Watershed Association, introduced herself. Ms. Carrick gave an overview of the Chena River Directional Sign Project and noted the Adopt-A-Stream program was wrapping up and she provided an update on the Stream Clean-Up day.

3.b. Citizen’s Comments on items other than those appearing on the agenda.

NONE

4. Disclosure & Statement of Conflict of Interest

NONE

**APPROVAL OF AGENDA AND CONSENT AGENDA**

BINKLEY,  
Seconded by CAMPBELL

moved to approve the agenda and consent  
agenda as read.

Motion withdrawn.

Chair Wright removed the minutes from the consent agenda.

**APPROVAL OF AGENDA**

BINKLEY,  
Seconded by CAMPBELL

moved to approve the agenda.

VOTE ON MOTION TO APPROVE THE AGENDA.

Yeses: Henszey, Campbell, Wood, Freiburger, Jones, Barker, Wright

Noes: None

MOTION CARRIED 8 Yeses, 0 Noes

**APPROVAL OF MINUTES**

- 1. Chena Riverfront Commission meeting minutes of July 28, 2021.

Commissioner Jones commented on the new format of the minutes, noted her appreciation for the detailed and brevity of the minutes and expressed concerns to see more of the Commissioners’ input and comments reflected in future minutes.

*Clerk’s Note: Commissioner Henszey pointed out a typo in the minutes which had been corrected prior to the meeting.*

Commissioner Campbell requested a correction in the minutes, under Commissioner Comments, adding “Gates of the Arctic National Park” to the minutes in replace of National Wildlife Parks Committee.

HENSZEY, moved to approve the minutes as  
Seconded by FREIBURGER corrected.

VOTE ON MOTION TO APPROVE THE MINUTES AS CORRECTED.

Yeses: Binkley, Jones, Wood, Campbell, Henszey, Freiburger, Wright

Noes: None

MOTION CARRIED 8 Yeses, 0 Noes

**UNFINISHED BUSINESS**

- 1. Update and possible recommendation on the maintenance of the Chena Riverwalk Phase III Project.

Mr. Spillman provided a brief update and explained the requirements from the Alaska Railroad to proceed with the project. Mr. Spillman expressed future updates would be provided regarding the project and he did not think an action from the Chena Riverfront Commission would be required at this time.

Commissioner Jones spoke with the Fairbanks Public Works Department and provided information about multiple entities collaborating on maintenance.

Chair Wright stated this would be a recurring item on future agendas.

**NEW BUSINESS**

1. Discussion of drafting possible Letter of Support to FAST Planning regarding River Safety Signage.

Commissioner Binkley provided the Commission with an update on the River Safety Signage project.

Commissioner Barker explained Jackson Fox inquired about a letter of support that would be submitted along with the Tanana Valley Watershed’s Capital Improvement Plan application.

Chair Wright clarified the importance of timing and Commissioner Barker confirmed.

JONES,  
Seconded by CAMPBELL

moved to submit a letter of support to the Tanana Valley Watershed Association for the Chena River Safety Signage Project.

**VOTE ON MOTION TO SUBMIT A LETTER OF SUPPORT TO TANANA VALLEY WATERSHED ASSOCIATION FOR THE CHENA RIVER SAFETY SIGNAGE PROJECT.**

Yeses: Freiburger, Henszey, Campbell, Barker, Wood, Binkley, Jones, Wright

Noes: None

MOTION CARRIED 8 Yeses, 0 Noes

Chair Wright requested the item to be placed under unfinished business on the next meeting agenda.

*Clerk’s note: This agenda item was placed under reports per the request of the chair during agenda setting.*

2. Review and possible recommendations on the Chena Riverfront projects being considered for the Capital Improvement Projects (CIP) during the current nomination period of August 1, 2021 through September 17, 2021.

Brian Charlton, Parks and Recreation Project Coordinator, provided an update on the CIP Process and emphasized the importance of community support. Chair Wright provided historical knowledge of the project.

*Clerk's note: No formal action was taken by the Commission.*

3. Presentation by the FNSB Parks and Recreation Department on the Draft Pioneer Park Master Plan, review and possible recommendations from the Chena Riverfront Commission.

Donnie Hayes, Pioneer Park Manager, Parks and Recreation Department, provided a presentation on the Draft Pioneer Park Master Plan.

JONES, moved to extend the meeting by 10  
Seconded by FREIBURGER minutes.

VOTE ON MOTION TO EXTEND THE MEETING BY 10 MINUTES.

Yeses: Jones, Wood, Barker, Henszey, Freiburger,  
Campbell, Binkley, Wright

Noes: None

MOTION CARRIED 8 Yeses, 0 Noes

Mr. Hayes continued his presentation.

Chair Wright asked whether the Draft Pioneer Park Master Plan should remain on the next meeting's agenda.

The public comment period for the project was scheduled to close on September 1, 2021.

*Clerk's note: No formal action was taken by the Commission.*

### **EXCUSE FUTURE ABSENCES**

Commissioner Binkley may be absent at the next meeting.

### **COMMISSIONER'S COMMENTS/COMMUNICATIONS**

Commissioner Wood echoed Commissioner Jones' comments regarding the meeting minutes and expressed desire for more detail of Commissioners' comments to be provided within the minutes.



Chair Wright expressed that learning any new format can be frustrating, and he regretted running short on time during the Draft Pioneer Park presentation.

**ADJOURNMENT**

There being no further business to come before the Chena Riverfront Commission, the meeting was adjourned at 1:40 p.m.

APPROVED: September 22, 2021