



FAIRBANKS CITY COUNCIL
AGENDA NO. 2022-05
REGULAR MEETING – FEBRUARY 28, 2022
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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: The Mayor, Council Members, and the public may participate remotely at Regular City Council meetings. 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); however, in-person testimony will be given preference. 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 may be directed to wait in another area until it is their turn to speak to the Council. Meeting attendees are encouraged to wear a mask or face covering (masks are available to those who do not have one). We thank you for your understanding and cooperation.

6. APPROVAL OF AGENDA AND CONSENT AGENDA

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

7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- *a) Regular Meeting Minutes of January 31, 2022
- *b) Regular Meeting Minutes of February 14, 2022

8. SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
5169	Hoo Doo Brewing Company	Brewery	Fairbanks Fermentation, LLC	1951 Fox Avenue
435	Garden Island Party Store	Package Store	Market Basket, Inc.	246 Illinois Street, Suite 1
703	Gavora's Fine Wine	Package Store	Market Basket, Inc.	250 Third Street
1134	Thrifty Liquor	Package Store	Market Basket, Inc.	1410 Cushman Street
4831	Irashai Japanese Restaurant	Restaurant/Eating Place	2GIRO, Inc.	419 Merhar Avenue, Suite B
3489	Arctic Fox Bar	Beverage Dispensary	Arctic Fox Bar, LLC	623 Old Steese Highway
3997	BPO Fairbanks Elks Lodge #1551	Club	Fairbanks Lodge #1551 of the BPO of Elks	1003 Pioneer Road
4941	Seoul Gate Restaurant	Restaurant/Eating Place	Seoul Gate, Inc.	958 Cowles Street

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

Lic. #	DBA	License Type	Licensee	Address
18493	Petrichor, LLC	Marijuana Product Manufacturing Facility	Petrichor, LLC	3780 Leasure Street

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Resolution No. 5005 – A Resolution Opposing HB 55 Reestablishing a Defined Benefit Program. Introduced by Council Members Cleworth and Clark. POSTPONED from the Regular Meeting of February 14, 2022.

12. NEW BUSINESS

- *a) Resolution No. 5006 – A Resolution Supporting the Development of a Trail Connecting Birch Hill Recreation Area to the Creamers Field Trails System to Include a Steese Expressway Trail Underpass. Introduced by Mayor Matherly.
- *b) Resolution No. 5007 – A Resolution Awarding a Contract to WatchGuard, Inc. to Provide Car Video System with Integrated Body-Worn Cameras in the Amount of \$261,204. Introduced by Mayor Matherly.
- *c) Ordinance No. 6198 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association. Introduced by Mayor Matherly.
- *d) Ordinance No. 6199 – An Ordinance Amending the 2022 Operating and Capital Budgets for the First Time. Introduced by Mayor Matherly.
- *e) Ordinance No. 6200 – An Ordinance Granting a Tax Exemption for Privately Owned Real Property Used as a Charter School. Introduced by Council Member Gibson.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, JANUARY 31, 2022
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date, following a 5:30 p.m. Work Session for a presentation of the FNSB Comprehensive Economic Development Strategy, to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding (remotely) and with the following Council Members in attendance:

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

Absent: None

Also Present: Margarita Bell, Chief Financial Officer (remotely)
D. Danyielle Snider, City Clerk
Paul Ewers, City Attorney
Michael Sanders, Chief of Staff
Kristi Merideth, FECC Manager (remotely)
Angela Foster-Snow, HR Director (remotely)
Christina Rowlett, Purchasing/Risk Manager (remotely)
Ron Dupee, Police Chief
Rick Sweet, Deputy Police Chief
Tod Chambers, Fire Chief
Clem Clooten, Building Official (remotely)
Jeff Jacobson, Public Works Director
Robert Pristash, City Engineer (remotely)
Justin Cash, FPD

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

INVOCATION

The Invocation was given by City Clerk Snider.

FLAG SALUTATION

Mayor Matherly lead the Flag Salutation.

CEREMONIAL MATTERS

Mayor Matherly introduced the new Chief of Staff, Mike Sanders, adding that he has been working in City Hall as the Crisis Now Coordinator and formerly as the Housing and Homeless Coordinator. He went on to recognize Dee Antesberger on her recent retirement from the Finance Department and spoke about her history with the City; he added that Dee had helped distribute over \$2.8 million in CARES funds to local businesses. **Mayor Matherly** welcomed Justin Cash to the Fairbanks Police Department (FPD) and shared some of Sgt. Cash's previous work experience. Deputy Chief Sweet administered the Oath of Office, and Sgt. Cash's pin was applied.

CITIZENS' COMMENTS

Victor Buberger, Fairbanks – V. Buberger spoke to the expense of fixing the intersection of Illinois and College Road, noting that the new turn lane is unusable as it is currently storing snow. He added that the roundabouts were improved with the snow and ice, now that they are even with the curb. He stated that the decision to put in roundabouts was a bad one, questioning who oversaw that process. He questioned how the City could claim that it was broke while giving employees a 10% bonus. He suggested that the City work to cut taxes and improve services, adding that giving the employees a chicken or ham would have been a sufficient bonus.

Public Works Director Jeff Jacobson – J Jacobson spoke to the Illinois Street and College Road intersection, stating that he, too, thought it was a poor design done by the State of Alaska.

Hearing no more requests for in-person comment, individuals on Zoom were heard next.

Chris Miller, Fairbanks – C. Miller thanked the Public Works Department for its ability to keep the City operating after the snowstorm. He added that as President of the Downtown Association (DTA) he wanted to address the issue that seems to happen every year, where the downtown area is not cleared of snow in a timely fashion. He added that had the snow removal happened prior to the big storm there would likely not have been the same number of issues navigating streets in the downtown area. He noted that it appears to be a budget and a timing issue and asked that the Council consider those things when they look towards next year's snow removal plan.

Mr. Cleworth asked C. Miller if he would be listening to the remainder of the meeting; C. Miller replied that he had interest in multiple topics and would be listening.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

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

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

City Clerk Snider read the Consent Agenda into the record.

SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
4846	Wal-Mart Supercenter #2722	Package Store	Walmart, Inc.	537 Johansen Expressway
4170	The Library	Beverage Dispensary	Redbox, LLC	603 Lacey Street
4772	Chicken Town	Restaurant/Eating Place	Two Star, LLC	1454 S. Cushman Street
5926	Fatburger	Restaurant/Eating Place	Arcticmonty, LLC	3548 Airport Way
4530	The Event Center & Lounge	Beverage Dispensary	Pacific Rim Associates I, Inc.	1288 Sadler Way
252	Club Alaskan	Beverage Dispensary	Jerwater, Inc.	901 Old Steese Highway

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

Rob Monty, Owner of Fatburger – R. Monty stated that he was attending so that the Council may ask any questions of him regarding his liquor license application for renewal.

Mr. Marney asked R. Monty if they only served beer and wine, and R. Monty confirmed.

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

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

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Matherly spoke to the snow removal frustrations, thanking Public Works for all their efforts. He spoke to C. Miller's comments, stating that the budget is never perfect but that they do allow for budget amendments when more funds are needed. He added that he appreciated hearing from the DTA and would take their recommendations seriously. **Mayor Matherly** acknowledged the beautiful write-up in the paper about Mike Meeks, thanking his family for the time they put into such a nice article. He spoke to the earlier Work Session and thanked Agnew::Beck for the presentation. **Mayor Matherly** thanked the Public Safety Employees Association (PSEA) negotiating team for their work, noting that there would be an Executive Session later to discuss updates. He added that COS Sanders and HR Director Foster-Snow were doing an excellent job. **Mayor Matherly** asked City Attorney Paul Ewers to speak to Ordinance No. 6192.

City Attorney Ewers noted that there had been some concerns regarding the amendment made at the previous meeting and whether it had been in line with the rules outlined in the City Charter. He suggested that the Council approve the proposed substitution, noting that the substitute will

modify the title of the ordinance to reflect the amendment. He recommended that the Council postpone the ordinance to allow for a public hearing at the next meeting so that the substance of the ordinance has time to be properly advertised.

COUNCIL MEMBERS' COMMENTS

Mr. Cleworth congratulated Mike Sanders, adding that the City was very fortunate to have him. He mentioned V. Buberger's comment regarding a 10% increase for employees, clarifying that employees received an increase based on 10% of the salary savings within each bargaining unit. **Mr. Cleworth** spoke to C. Miller's comments regarding snow removal, adding that it is difficult for the City to provide immediate services to everybody. He noted, however, that he could not recall a time when there were not enough funds near the end of the year to adequately perform snow removal. He pointed out that there are emergency snow removal funds, although he could not recall a time when those funds were needed. He went on to state that there are always ways to improve and noted that some things are outside the City's control, such as equipment failures.

Ms. Rogers thanked Mr. Cleworth for his comments regarding snow removal and for providing clarification about the Employee Capital Incentive Program (ECIP) increases. She thanked C. Miller for his comments and welcomed Sgt. Justin Cash to the City of Fairbanks. She offered her congratulations to Dee Antesberger on her retirement and commended the steady work she had put into to her position in the Finance Department. **Ms. Rogers** thanked Mike Sanders for stepping up to the Chief of Staff position, adding that she had worked with him for many years through his roles as the Housing and Homeless and Crisis Now Coordinator. She recognized the tremendous understanding that Mr. Sanders has of the City. She added that Mike Meeks left his legacy with the City and also his dedication to see the City succeed.

Ms. Therrien congratulated Dee Antesberger on her retirement and welcomed Sgt. Cash and his family to Fairbanks. She added her agreement with the comments made regarding snow removal.

Mr. Clark stated he had no comments.

Mr. Marney welcomed Sgt. Cash and his family.

Mr. Gibson stated he had no comments.

UNFINISHED BUSINESS

- a) Ordinance No. 6192, as Amended – An Ordinance Transferring Broadband Utility Powers to the Fairbanks North Star Borough. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

Mr. Cleworth, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6192.

Mr. Cleworth, seconded by **Mr. Marney**, moved to AMEND Ordinance No. 6192 by substituting the proposed version of Ordinance No. 6192, as Amended.

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

Jason McComas-Roe, Fairbanks – J. McComas-Roe asked that the Council support the ordinance.

Mr. Gibson asked J. McComas-Roe why he was in favor of the ordinance. J. McComas-Roe stated that he thought it was important to correct the issue regarding the Board of Adjustment and that he did not see an issue with the transfer of broadband powers.

Bryce Ward, FNSB Mayor – Mayor Ward asked that the Council consider the issues present in the ordinance separately. He added that while the passing of the ordinance would create more work for his office, he felt that it was important to address the need within the community. He added that it was important to bring service to the underserved parts of the community and asked that the City partner with the Borough in that effort. He noted that there would be no infrastructure involved, and it should prove to be an easy partnership. He went on to state that he would entertain a separate conversation regarding the Board of Adjustments but would like to be able to move forward on the broadband issue directly.

Mr. Cleworth shared his frustration with the City's repeated requests and resolutions that have been made to the Borough regarding the Board of Adjustment issue, with little or no response. He asked Mayor Ward whether the Planning Commission had ever taken a stance on the appeals process being turned back over to the City.

Mayor Ward stated that he was not aware of an action by the Planning Commission regarding the original move to revoke the powers of appeal from the City. He noted that in the past two years an ordinance restructuring a Board of Appeals had failed but that a second ordinance had been approved by the Assembly within the past 5 months; he clarified that it had not been approved by the Planning Commission.

Ms. Therrien asked Mayor Ward if he would be willing to discuss alternatives regarding the appeals process. Mayor Ward stated that he would be open to discussions but added that the Assembly has taken a position on the issue.

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

Mr. Cleworth, seconded by **Ms. Therrien**, moved to POSTPONE Ordinance No. 6192, as Amended, to the next Regular City Council Meeting.

Mr. Gibson, seconded by **Ms. Therrien**, moved to AMEND the motion to postpone Ordinance No. 6192, as Amended, by postponing the ordinance indefinitely.

Mr. Gibson stated that the current amended ordinance was not a great document, and he hoped that a better version could be drafted and discussed at a later time.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE MOTION TO POSTPONE ORDINANCE NO. 6192, AS AMENDED, BY POSTPONING THE ORDINANCE INDEFINITELY AS FOLLOWS:

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

Mayor Matherly declared the MOTION CARRIED.

Ms. Therrien spoke in support of working with the Borough. She added that Assembly members had expressed a lot of concern regarding the recent amendment at their last meeting. She indicated that the purpose of the amendment was to garner the attention of the Assembly, which appeared to have been accomplished.

Mayor Matherly stated that he believed the two items in the ordinance should be discussed separately and that he did not believe the Borough would be in favor of giving appeals powers back to the City.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE INDEFINITELY ORDINANCE NO. 6192, AS AMENDED, AS FOLLOWS:

YEAS: Clark, Gibson, Rogers, Matherly

NAYS: Marney, Cleworth, Therrien

Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6192, as Amended, POSTPONED INDEFINITELY.

- b) Ordinance No. 6193 – An Ordinance to Amend Fairbanks General Code Chapter 46 Article II by Adding Minor Offense Trespass. Introduced by Council Member Gibson. SECOND READING AND PUBLIC HEARING.

Mr. Clark, seconded by **Mr. Gibson**, moved to ADOPT Ordinance No. 6193.

David van den Berg, Fairbanks – D. van den Berg spoke in support of the ordinance on behalf of the DTA.

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

Ms. Therrien asked for feedback from the Police Chief regarding possible staffing issues that could come as a result of the ordinance.

Police Chief Dupee explained that it would not create a staffing issue, adding that this was an alternative to arresting offenders. He stated that the current process made it difficult to enforce trespass violations because the offender can leave, then simply return multiple times. He stated that the new process would provide officers with the opportunity to issue a citation and allow for offenders to be prosecuted outside of an arrest. He added that the District Attorney's (DA) office often dismisses these types of cases in favor of prosecuting more high-level offenses.

Mr. Clark asked what the DA's office considered a high-priority case. Chief Dupee replied that trespass is a low-level misdemeanor, and the DA tends to focus more on DUI and felony charges. **Mr. Clark** asked if this was like the recent changes to theft offenses, and Chief Dupee confirmed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6193 AS FOLLOWS:

YEAS: Gibson, Therrien, Clark, Cleworth, Marney, Rogers
NAYS: None
Mayor Matherly declared the MOTION CARRIED and Ordinance
No. 6193 ADOPTED.

- c) Ordinance No. 6194 – An Ordinance Authorizing the Sale of the Lavery Transportation Center. Introduced by Council Member Gibson. SECOND READING AND PUBLIC HEARING.

Victor Buberger – V. Buberger shared that he remembered the building being built and asked about the sales price and potential buyers. He added that the original cost to build the structure was quite high and that he assumed the City received a portion of the revenue from Parking Authority citations. He asked the City to disclose the full plan so that the public could be better informed.

David van den Berg – D. van den Berg shared that the DTA is interested in the availability of downtown public parking. He added that the membership responded to a survey and indicated that the City had an important role to play in the parking situation downtown; he questioned what the overall plan for downtown parking would be. He asked that the City postpone the ordinance until those items could be addressed, adding that the DTA would be happy to assist in the process.

Mr. Clark asked D. van den Berg if he was aware that the terms of the sale required that the building remain in use as a parking structure. D. van den Berg confirmed that he was aware, adding that about one-third of the membership did not foresee an issue because of those terms.

Hearing no more requests for in-person comment, individuals on Zoom were heard next.

Cristina Ackerman, Fairbanks – C. Ackerman shared that she owns a business downtown and felt that there currently were not enough available parking spaces in the downtown area. She stated she felt that the ordinance was not clear on the length of time required for the building to remain a parking facility and that it seemed there were other options to pursue in the sale. She asked that the Council give the ordinance more time to ensure that adequate parking will be available for the downtown area.

Sue Sprinkle, Fairbanks – S. Sprinkle stated that she understood the various options presented in the sale but noted the extreme shortage of parking in the downtown area. She shared that a business, previously a restaurant, had been demolished and a parking lot was put in its place, effectively removing the business from the tax rolls. She added that there is not a lot of signage indicating that parking is available, and she suggested that the City put more pressure on the management of the Parking Authority, adding that they have a lot of leeway.

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

Mayor Matherly shared his belief that the City should not own businesses such as a parking garages, adding that they do not have sufficient staff to run it properly and that it costs the City a lot in maintenance. He stated he felt strongly that a private sector owner could provide better services to the downtown area with better management and advertising.

Ms. Therrien requested to hear from Public Works Director Jeff Jacobson. Public Works Director Jeff Jacobson shared that he has served as an ex-officio member of the Parking Authority Board and is now serving as its President. He went on to share that the Parking Authority has evolved over time and shared a brief history of the building and the organization. He clarified that City funds are only used in the management of the parking facility, adding that all management of the parking authority is self-derived through citations.

Mayor Matherly asked for input as to a potential conflict of interest based on Mr. Jacobson's involvement with the Parking Authority. City Attorney Ewers stated that for all intents and purposes, Mr. Jacobson was providing a staff report at the request of a Council Member, adding that he will not have a vote on the issue, and he had provided disclosure regarding his involvement.

PW Director Jacobson continued by comparing the revenues generated by the Parking Authority with those provided by the City; he stated that the Parking Authority has found ways to generate more revenue and lower expenses, which has had a direct impact on the subsidy provided by the City to maintain operations. He spoke to upcoming changes that will continue to increase public ease of use as well as generate more revenue, such as adding signage and advertising to direct more people to the parking garage. He added that the parking garage will prove a valuable addition to downtown developers once the Polaris Building is demolished and the property is ready for construction. On behalf of the Parking Authority Board, he spoke in support of postponing the ordinance.

Mr. Clark asked PW Director Jacobson if he was paid for his time working on the Parking Authority board. Mr. Jacobson stated that he is considered working when he attends the meetings, and he compared it to the time he spends working with the Clay Street Cemetery Commission.

Ms. Therrien asked whether Mr. Cleworth was still serving on the Parking Authority Board. **Mr. Cleworth** stated that he serves on the board as volunteer – not the City appointee. He stated the City's appointee is City Engineer Bob Pristash.

Mr. Marney asked if the facility was safe for use afterhours. PW Director Jacobson stated that a customer must use a card to enter the facility after 6:00 p.m. and that there are security cameras in place. He stated he could not recall any altercations or other threats being made to anyone at the parking garage in recent years, adding that there are phones in all the stairwells for emergencies.

Ms. Therrien asked about a potential conflict of interest for Council Member Cleworth due to his participation on the Parking Authority Board. **Mayor Matherly** stated that he did not see a conflict based on the lack of financial gain.

Mr. Gibson shared that the parking garage is often blocked from access during large events downtown. He expressed frustration that only now are some of the concerns are being expressed. He added that the ordinance does not guarantee that the building will sell, it only gives the City an option and an opportunity for what may improve the downtown community. He added that any savings in subsidizing the facility would benefit the City.

Mr. Clark spoke in favor of the ordinance, commending Mr. Jacobson on his report. He agreed that it would be good for the City to have a private buyer properly manage the facility.

Mr. Cleworth spoke against the ordinance and asked that the Council consider that the parking garage has only cost the City approximately \$40,000 in the past couple of years, outside of the COVID situation. He added that the garage has a great potential to make more money with better management and marketing. He stated he felt that the building was unique in the way that it could make money as a City-operated facility, but it would be extremely difficult to maintain a profit in the private sector once property taxes were reinstated. He added that there is nothing currently stopping the public from making an offer on the building, and there have been no inquiries.

Mr. Gibson noted that there had been multiple repairs to the building, totaling over \$200,000 that did not appear to be in the report. He added that given the repairs and the advances in management, it may be the best time to offer the building for sale, adding that it will not be in better shape after another twenty years.

Mr. Cleworth stated he felt that the money spent on keeping the facility running was an appropriate use of public funds, while providing a great service to the downtown community.

Ms. Therrien stated she would like to see an appraisal and parameters to the purchasing contract prior to passing the ordinance, adding that the parking garage is not the only subsidized building owned by the City.

Mr. Clark stated that the parking structure element will not change, only who will control the asset: the private industry or the City.

Mr. Gibson addressed Ms. Therrien, adding that he thought the asset of the parking facility could be better utilized in the private sector and would provide better and more consistent services to the downtown area.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6194 AS FOLLOWS:

YEAS: Gibson, Clark, Marney, Matherly

NAYS: Cleworth, Rogers, Therrien

Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6193 ADOPTED.

NEW BUSINESS

- a) Resolution No. 5003 – A Resolution Awarding a Contract to Rosenbauer South Dakota, LLC to Provide a Fire Apparatus in the Amount of \$800,347. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 5004 – A Resolution Designating Check Signing Authority for Banking and Investment Accounts of the City of Fairbanks, Alaska. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Ordinance No. 6195 – An Ordinance Amending Fairbanks General Code Sections 2-260 and 2-261 By Adding High Yield Corporate Bonds in the City Permanent Fund Investment Policy. Introduced by Council Member Therrien.

ADVANCED on the CONSENT AGENDA.

- d) Ordinance No. 6196 – An Ordinance Amending Fairbanks General Code Chapter 66 Article II Accounts for Residential and Commercial Solid Waste Collection. Introduced by Mayor Matherly.

ADVANCED on the CONSENT AGENDA.

- e) Ordinance No. 6197 – An Ordinance Amending Fairbanks General Code Sections 2-422 and 2-430, Chena Riverfront Commission, by Reducing the Number of Members and Quorum Requirements. Introduced by Mayor Matherly

ADVANCED on the CONSENT AGENDA.

WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- a) Memorandum Regarding Temporary Human Resources Generalist

ACCEPTED on the CONSENT AGENDA.

- b) Permanent Fund Review Board Meeting Minutes of October 13, 2021

ACCEPTED on the CONSENT AGENDA.

- c) Discretionary Fund Committee Meeting Minutes of December 15, 2021

ACCEPTED on the CONSENT AGENDA.

- d) Discretionary Fund Committee Meeting Minutes of December 20, 2021

ACCEPTED on the CONSENT AGENDA.

COUNCIL MEMBERS' COMMENTS & COMMITTEE REPORTS

- a) Committee Reports

Ms. Rogers stated she had no comments.

Mr. Cleworth asked if the action taken on Ordinance No. 6192 had essentially killed the ordinance, to which the City Clerk confirmed.

Ms. Therrien gave updates on the first legislative meeting, adding that Chief of Staff Mike Sanders had been in attendance as well as Executive Assistant Teal Soden. She spoke to the City's legislative priorities, adding that the SART funds were heavily buried in the budget with large allocations to the Alaska State Troopers (AST). She added that she had attended the AML Legislative Committee meeting as well, and there had been a question regarding the request of matching funds for the infrastructure package. She shared that there had been agreement with the FNSB about the Chena Riverfront Commission changes, adding that the Assembly would be introducing a similar ordinance. She requested that a copy of the Borough's Comprehensive Economic Development Strategy be recirculated to the Council prior to the next Finance Committee meeting.

Mr. Clark thanked Ms. Therrien for her reporting of the legislative updates. He shared his interest in the Governor's recent actions to soften his agenda and spoke to the earlier Work Session. He added that government entities need to be careful about how they use resources.

Mr. Marney shared that he attended the Board of Directors meeting for Explore Fairbanks where they had discussed many topics, including the job fair where only 38 people attended. He added that they had discussed a mine in Tetlin that will be transporting ore through the area to the Fort Knox mine, and shared his concern to the safety of citizens. He recommended that the Council have a discussion about the affects that would have on the environment and the community.

Mr. Gibson shared that FAST Planning had met and pushed forward the Cushman Street Bridge design phase to begin in 2022, including updates to the bridge itself, widening of sidewalks, and other beautification modifications.

Mr. Cleworth shared his concern about defined benefits and asked that the discussion to be added to the next Finance Committee agenda.

Mr. Gibson, seconded by **Mr. Marney**, moved to ENTER Executive Session to discuss Public Safety Employees Association (PSEA) 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) Public Safety Employees Association Labor Negotiation Strategy

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

ADJOURNMENT

Mr. Cleworth, 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 9:16 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, FEBRUARY 14, 2022
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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

Council Members Present: Jerry Cleworth, Seat A
June Rogers, Seat B
Valerie Therrien, Seat C
Aaron Gibson, Seat D
Lonny Marney, Seat E
Jim Clark, Seat F

Absent: None

Also Present: Margarita Bell, Chief Financial Officer
D. Danyielle Snider, City Clerk
Paul Ewers, City Attorney
Michael Sanders, Chief of Staff
Kristi Merideth, FECC Manager (remotely)
Angela Foster-Snow, HR Director (remotely)
Ron Dupee, Police Chief
Rick Sweet, Deputy Police Chief
Clem Clooten, Building Official (remotely)

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

INVOCATION

The Invocation was given by City Clerk Snider.

FLAG SALUTATION

Mayor Matherly lead the Flag Salutation.

CITIZENS' COMMENTS

Victor Buberger, Fairbanks – V. Buberger stated that the roads were looking better and asked for details regarding the potential sale of the downtown parking garage. He wished everyone a happy Valentine's Day.

Gene Salzman, Fairbanks – G. Salzman shared that he had been a Fairbanks resident for nearly 47 years and that there has been an ongoing issue with the streetlights in the Taku Subdivision over the past four years. He gave a report on the multiple fixes and subsequent failures. He added that

after speaking with Public Works Director, Jeff Jacobson, a contractor showed up on Wednesday, nearly a week after he reported the problem. He asked that the Council investigate this reoccurring matter and provide a permanent fix, adding that the lights were working earlier in the evening.

Mr. Marney asked G. Salzman which street he lives on; Mr. Salzman replied that he lives on Riverview Drive. He added that usually all the lights in the subdivision fail at the same time; however, the last time there was an outage only about half of the lights went out.

Nick Clark, Fairbanks – N. Clark spoke to Resolution No. 5005 and asked the Council to postpone the vote until a work session could be held. He added that it would be valuable to hear all the facts and from both sides of the issue.

Ms. Therrien asked who would attend the work session. N. Clark suggested that Battalion Chief Lozano with the Fairbanks Fire Department (FFD), who has been heavily involved with HB 55, would be willing to attend. He indicated that there were others who may be interested in attending.

Brent Nichols, Fairbanks – B. Nichols expressed his agreement with N. Clark, asking that the Council delay its formal opposition to HB 55. He added that he did not think the City should oppose the bill as it has a tremendous effect on the people who keep the City operating. He spoke to the cost savings, stating that he believed it could be more expensive for the City to oppose the bill. He asked the Council to allow for a work session to be held to gain a better understanding of all the bill's components.

Mr. Cleworth asked B. Nichols if he would prefer to be in the Social Security system. B. Nichols responded that he is not a public employee and that he pays in the to the Social Security system.

Mr. Gibson asked if B. Nichols was aware of the amount of money the City currently spends on retirement benefits; B. Nichols stated that he was not. **Mr. Gibson** asked B. Nichols if he was aware of the unfunded liability associated with PERS. B. Nichols stated that he was not a legal expert, but he had heard from union employees who felt these types of programs were in their best interest. He encouraged the Council to reach out to those affected by the bill.

Mr. Clark asked B. Nichols if he knew the cost of the current Fairbanks Firefighters Union (FFU) contract. B. Nichols stated that he worked with the Fairbanks Central Labor Council, of which the FFU is a member, but he did not have the detailed information in front of him. B. Nichols clarified that his intent was to ask the Council to postpone the resolution so that they could hear from the employees who would benefit from HB 55 before opposing the bill.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

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

Ms. Therrien asked to pull item 12(a) under New Business and item 14(a) under Written Communications to the City Council.

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 December 13, 2021

APPROVED on the CONSENT AGENDA.

- b) Regular Meeting Minutes of January 17, 2022

APPROVED on the CONSENT AGENDA.

- c) Special Meeting Minutes of January 27, 2022

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
4819	The Antler Room	Beverage Dispensary	The Antler Room, Inc.	1003 Pioneer Road, #A

Mr. Marney, seconded by **Ms. Therrien**, moved to WAIVE PROTEST on the Liquor License Application for Renewal.

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

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

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

MAYOR’S COMMENTS AND REPORT

- a) Special Reports

Amy Geiger, Explore Fairbanks – A. Geiger provided the 2022 Visitors Guide to the Council and read the first two paragraphs of the welcoming statement from the publication. She shared the production numbers and distribution methods for the Guide, adding that they expected to see an increased interest in the coming year.

Mr. Clark asked about the cost to produce the Guide; A. Geiger explained that it varies each year based on the amount of paid advertising. She stated that the cost this year was about \$0.90 each, adding that the mailing costs are significantly higher than the production. **Mr. Clark** asked about the distribution. A. Geiger explained that some are sent to Europe, a few are distributed in Alaska, and the vast majority are sent to locations in the Lower 48.

Mr. Marney asked about methods for businesses to advertise in the Guide. A. Geiger explained that members may have a listing for free and noted the different price breaks for retail or non-profit organizations. She spoke to the different types of advertising, including promotion on the Explore Fairbanks website.

Mr. Clark asked about the number of members served by Explore Fairbanks. A. Geiger stated she thought the current membership totaled around 400. **Mr. Marney** shared that he had recently learned during his orientation with the board that they had between 300 and 330 partners.

Mayor Matherly spoke to G. Salzman's testimony and stated that City Engineer Bob Pristash was working on the streetlight issue in the Taku Subdivision. He thanked V. Buberger for noticing the work done on the City streets. He passed his appreciation on to Public Works and the Alaska DOT for their long hours and hard work to get the roads into passable shape. He spoke to the positive articles in the newspaper regarding youth sports, adding there had been a lot of great games recently. He acknowledged the tough decisions being made by the Fairbanks North Star Borough (FNSB) School Board and encouraged folks who have questions or frustrations to reach out to school board members or attend their meetings. **Mayor Matherly** spoke positively about ongoing labor negotiations, adding that Mike Sanders had stepped into his role handily and was doing a lot of great work. He added that Mike Meeks is still missed tremendously but he was thankful for having Mike Sanders available to step into that role. He added that Fire Chief Chambers had emailed the Council and encouraged them to reach out to him.

COUNCIL MEMBERS' COMMENTS

Mr. Gibson congratulated the five youth hockey teams that competed in Anchorage, adding that his son was on one of the teams. He stated it was a great showing with Fairbanks representing more teams than anyone else, adding that there was a lot of good competition.

Mr. Marney stated he had no comments.

Mr. Clark stated he had no comments.

Ms. Therrien stated she had no comments.

Ms. Rogers thanked everyone for taking the time to testify, adding that without knowing the issues, the City cannot find appropriate solutions. She asked if there were other neighborhoods experiencing the same streetlight issues or if it was an isolated area. **Ms. Rogers** acknowledged the letter received from Chinook Charter School and their request for a tax exemption. She thanked A. Geiger for the Explore Fairbanks report and for providing the 2022 Guide to the Council.

Mayor Matherly responded that the only known neighborhoods with streetlight issues were Taku and Westgate.

Mr. Cleworth stated that he agreed with the Mayor on those two neighborhoods, adding that it had been a reoccurring issue for the past twelve years. He expressed hope that the City Engineer could get involved and find a long-term solution.

UNFINISHED BUSINESS

- a) Ordinance No. 6195 – An Ordinance Amending Fairbanks General Code Sections 2-260 and 2-261 By Adding High Yield Corporate Bonds in the City Permanent Fund Investment Policy. Introduced by Council Member Therrien. SECOND READING AND PUBLIC HEARING.

Ms. Therrien, seconded by **Mr. Clark**, moved to ADOPT Ordinance No. 6195.

Victor Buberger – V. Buberger expressed his concern for allowing riskier investments, stating that he believed that high yield corporate bonds have been referred to as high-risk junk bonds. He questioned the wisdom in risking the citizens' money in that type of investment.

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

Mr. Clark thanked Ms. Therrien for the ordinance, adding that it was very timely. He stated that these options allow the City to fight against inflation and asked to be added as a sponsor.

Mr. Cleworth shared the history of the City Permanent Fund, adding that it began extremely conservatively. He noted that in its inception, savings accounts were still earning high interest, which is not the case today. He went on to state that some of the investments have become riskier, noting the major loss that occurred in 2008. He spoke in favor of looking at other investment options but advised the Council to remain cautious.

Ms. Therrien spoke in favor of the ordinance, adding that a work session had been held on the topic. She gave some information on the financial source for the new investments and spoke in favor of the program provided by Alaska Permanent Capital Management (APCM). She added that the Permanent Fund Review Board has worked very hard on the ordinance and that while there is some risk, she felt it was minimal and an important step in protecting the Fund from inflation.

Ms. Rogers spoke in favor of the ordinance, adding that the work session was very informative. She stated she was confident in the answers provided from the experts and thanked Ms. Therrien for her work in drafting the ordinance.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6195 AS FOLLOWS:

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

Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6195 ADOPTED.

- b) Ordinance No. 6196 – An Ordinance Amending Fairbanks General Code Chapter 66 Article II Accounts for Residential and Commercial Solid Waste Collection. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

Mr. Marney, seconded by **Mr. Cleworth**, moved to ADOPT Ordinance No. 6196.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6196, AS FOLLOWS:

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6196 ADOPTED.

- c) Ordinance No. 6197 – An Ordinance Amending Fairbanks General Code Sections 2-422 and 2-430, Chena Riverfront Commission, by Reducing the Number of Members and Quorum Requirements. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

Mr. Gibson, seconded by **Ms. Therrien**, moved to ADOPT Ordinance No. 6197.

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

Mayor Matherly, seconded by **Mr. Clark**, moved to POSTPONE Ordinance No. 6197 until the Regular City Council meeting of March 28, 2022, to allow time for the FNSB Assembly to consider its companion ordinance.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE ORDINANCE NO. 6197 UNTIL THE REGULAR CITY COUNCIL MEETING OF MARCH 28, 2022, TO ALLOW TIME FOR THE FNSB ASSEMBLY TO CONSIDER ITS COMPANION ORDINANCE AS FOLLOWS:

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

NEW BUSINESS

- a) Resolution No. 5005 – A Resolution Opposing HB 55 Reestablishing a Defined Benefit Program. Introduced by Council Members Cleworth and Clark.

Mr. Cleworth, seconded by **Mr. Clark**, moved to APPROVE Resolution No. 5005.

Ms. Therrien, seconded by **Ms. Rogers**, moved to POSTPONE Resolution No. 5005 until the Regular City Council meeting of March 28, 2022, so that a work session could be held with the firefighters.

Ms. Therrien shared that she would be attending the Alaska Municipal League (AML) Winter Legislative Conference the following week where they would be discussing HB 55 and making recommendations. She added that the actuarial account of costs has not been completed and advised the Council to postpone its vote until those numbers could be provided.

Mr. Clark expressed concern that the State Legislature is receiving feedback only from the firefighters and not municipalities, adding that the issue may snowball if the Council postpones.

Mr. Gibson shared his support of postponement but stated that March 28 would be too late. He added that public comment has been received, and he would support having a work session.

Mr. Cleworth shared some history on defined benefits and stated he felt it was important to provide a formal opinion to the State Legislature as soon as possible, adding that it would be beneficial to send the approved resolution to other municipalities to gain more support. He stated he was not in favor of another work session or postponement.

Ms. Therrien recognized the concerns with postponement and asked for suggested dates other than March 28.

Mr. Gibson shared his support of the resolution as written but recognized the value in hearing both sides of the issue. He stated he would like to see it addressed at the next meeting in February.

Mr. Marney questioned why the Fairbanks Police Department (FPD) would not be included in the conversation and shared his concerns regarding the complexity of the bill.

Ms. Therrien, with concurrence of the second, WITHDREW her motion to postpone Resolution No. 5005.

Ms. Therrien, seconded by **Ms. Rogers**, moved to POSTPONE Resolution No. 5005 until the Regular City Council meeting of February 28, 2022, with a Work Session to be held before that date.

Mr. Cleworth asked what would happen if the Senate moved on HB 55 sooner. **Ms. Therrien** indicated that a special session could be held to address the resolution if that were to happen; however, she did not foresee it as likely.

Mr. Cleworth felt strongly that it was too much of a risk and spoke against postponement.

Mr. Clark shared his agreement with Mr. Cleworth and spoke against postponement.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE RESOLUTION NO. 5005 UNTIL THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 28, 2022, WITH A WORK SESSION TO BE HELD BEFORE THAT DATE AS FOLLOWS:

YEAS: Therrien, Rogers, Gibson, Matherly

NAYS: Cleworth, Marney, Clark

Mayor Matherly declared the MOTION CARRIED and Resolution No. 5005 POSTPONED.

Mayor Matherly stated that he would call a special meeting if the bill appeared to be moving quicker than expected.

WRITTEN COMMUNICATIONS TO COUNCIL

a) Memorandum Regarding Police Department Temporary Detectives

Mr. Gibson, seconded by **Mr. Marney**, moved to ACCEPT the Memorandum Regarding Police Department Temporary Detectives.

Ms. Therrien asked Police Chief Dupee to explain the temporary positions. Chief Dupee explained that there were currently nine open positions and that the current CBA allows the department to fill one permanent position with two temporary positions. He indicated that this would allow for a couple of currently retired officers to come back and help with investigations and the current case load so that patrol levels would not suffer.

Ms. Therrien asked about the time restrictions for temporary positions. Chief Dupee stated they can only be employed for 1,040 hours per year.

Ms. Rogers asked for clarification on why the item was brought before the Council. HR Director Angela Foster-Snow stated that because it is a change in the positions of the Department it is brought to the Council so that members are made aware.

Mayor Matherly called for objection to ACCEPTING the Memorandum and, hearing none, so ORDERED.

COUNCIL MEMBERS' COMMENTS & COMMITTEE REPORTS

a) Committee Reports

Mr. Clark expressed his disappointment with the postponement of Resolution No. 5005, adding that HB 55 could make a lot of progress before the Council is able to vote on the resolution. He went on to state that it could effectively stop the Council from passing a formal opinion on to other municipalities in time to make a difference.

Mr. Marney shared he was now a board member for Explore Fairbanks and had attended an orientation earlier that day.

Mr. Gibson stated that the defined benefit program is a concern as an unfunded liability, adding that while it states it will be paid off by 2039, there is no guarantee. He added to his earlier comments by noting that Chief Dupee had been the coach for one of the youth hockey teams that participated in Anchorage.

Mr. Cleworth shared that he had attended the most recent FNSB Assembly meeting where they had passed a tax exemption in regard to military personnel and explained that the intent was to provide contractors building residential units a tax exemption or a 10-year deferral. He stated he was asked when the City would follow suit and explained that, historically, the City has not provided tax exemptions of that nature. **Mr. Cleworth** noted that there have been comments regarding the FAST Planning Technical and Policy Committee meetings, adding that they are held only virtually at this time. He asked that the Mayor and Mr. Gibson bring up the possibility of returning to in-person meetings. He complimented the City Clerk's Office on bringing Council meeting minutes up to date. **Mr. Cleworth** asked whether the practice of reading the City's mission statement at the beginning of each Council meeting was memorialized in the Fairbanks General Code (FGC). City Clerk Snider explained that it was not codified and shared her understanding of how it came about, starting in 2017. **Mr. Cleworth** asked if it would be possible to remove the reading of the mission statement to move meetings along more quickly.

Mayor Matherly stated that he had no objections to removing the reading of the mission statement from meetings. He shared that there had been discussion at the last FAST Planning meeting regarding moving back to in-person meetings starting in March.

Ms. Rogers shared that she had attended meetings for the Reentry Coalition, Crisis Now, the Homeless and Housing Coalition, and Stars of Gold Readers and that each group was moving forward quite well. She noted that Mike Sanders had been aiding the Housing and Homeless Coalition and that it was much appreciated. She recognized the upcoming Elizabeth Peratrovich Day, which had been established in her honor for her work as an advocate for non-discrimination.

Ms. Therrien shared updates from the Legislative Committee meeting, adding that there had been a lot of discussion regarding HB 55. She provided updates that had been made to the Governor's budget and information on the various bills currently being circulated. She shared that Senator Lisa Murkowski had attended a work session with the Committee, along with six of her staff members. She shared that there would be a grant symposium at the Dena'ina Center in Anchorage and hoped that someone from the City Finance Department could attend. **Ms. Therrien** added that Senator Murkowski has indicated that the infrastructure bill would be focused on rural communities, quelling the concerns that those communities may have a hard time getting access to those funds. **Ms. Therrien** shared that the AML Legislative Committee had also met and discussed many of the same topics as well as school debt reimbursement and deferred major maintenance.

Ms. Rogers asked CFO Bell to pass along thanks for the sweet treats from the Finance Department.

Mr. Clark, seconded by **Mr. Cleworth**, moved to ENTER Executive Session to discuss the Public Safety Employees Association (PSEA) 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) Public Safety Employees Association (PSEA) Labor Negotiation Strategy

The City Council met in Executive Session to discuss Public Safety Employees Association (PSEA) Labor Negotiation Strategy. Direction was given to the negotiating team, and no action was taken.

Mayor Matherly raised the issue of scheduling a work session on Resolution No. 5005 and suggested possibly holding the meeting in conjunction with the next Finance Committee meeting.

Chief of Staff Sanders stated that CFO Bell had indicated that the Finance Committee meeting agenda was very full, but they were going to discuss holding the work session on that Wednesday.

Mr. Cleworth stated he would like to ensure that all sides could be heard at the work session and asked that if it is held during the Finance Committee meeting, a time limit be put in place to hinder repetitive discussion.

Ms. Therrien requested that the work session be held on the Thursday following the Finance Committee meeting so that it did not interfere with the Finance Committee agenda.

Mayor Matherly called for objection to holding the work session at 7:00 a.m. on Thursday, February 24, 2022, and hearing none, so ORDERED.

ADJOURNMENT

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

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

Mayor Matherly declared the meeting adjourned at 8:30 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR



800 Cushman Street
Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor Matherly and City Council Members

FROM: D. Danyielle Snider, City Clerk



SUBJECT: Liquor License Renewals

DATE: February 23, 2022

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

Lic. #	DBA	License Type	Licensee	Address
5169	Hoo Doo Brewing Company	Brewery	Fairbanks Fermentation, LLC	1951 Fox Avenue
435	Garden Island Party Store	Package Store	Market Basket, Inc.	246 Illinois Street, Suite 1
703	Gavora's Fine Wine	Package Store	Market Basket, Inc.	250 Third Street
1134	Thrifty Liquor	Package Store	Market Basket, Inc.	1410 Cushman Street
4831	Irashai Japanese Restaurant	Restaurant/Eating Place	2GIRO, Inc.	419 Merhar Avenue, Suite B
3489	Arctic Fox Bar	Beverage Dispensary	Arctic Fox Bar, LLC	623 Old Steese Highway
3997	BPO Fairbanks Elks Lodge #1551	Club	Fairbanks Lodge #1551 of the BPO of Elks	1003 Pioneer Road
4941	Seoul Gate Restaurant	Restaurant/Eating Place	Seoul Gate, Inc.	958 Cowles Street

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

The Police Department has included a call report for the above-listed locations, but **there are no department-recommended protests** for these liquor license renewals.

CITY OF FAIRBANKS PUBLIC SAFETY

Hoo Doo Brewing Company 1951 Fox Ave

01/28/2021 - 01/27/2022

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	07/14/2021 19:16	LOST PROPERTY -	1951 FOX AVE	DESK	NRP	07/14/2021 19:25:56
21002282	06/23/2021 17:07	MISSING - BRAVO	1951 FOX AVE	O17	RPT	06/23/2021 18:03:10
	04/10/2021 18:37	MVC - NO INJURIES -	1951 FOX AVE	DESK	NRP	04/10/2021 22:07:05
	02/28/2021 01:08	DUI - MOVING - DELTA	1951 FOX AVE	O5	UTC	02/28/2021 02:04:25

Total Number of Events Listed: 4

CITY OF FAIRBANKS PUBLIC SAFETY

Garden Island Party Store 246 Illinois Street, Suite 1

01/28/2021 - 01/27/2022

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
21004826	12/24/2021 02:18	10-36	246 ILLINOIS ST	O19	RPT	12/24/2021 04:22:06
	12/08/2021 17:47	URGENT WELFARE	246 ILLINOIS ST	O50	NRP	12/08/2021 18:00:05
	10/27/2021 11:26	TRESPASS LETTER	246 ILLINOIS ST	DESK	NRP	10/27/2021 11:31:06
	09/19/2021 10:35	10-36	246 ILLINOIS ST	S5	WAR	09/19/2021 10:38:32
	09/02/2021 19:30	MENTAL DISORDERS-	246 ILLINOIS ST	O21	NRP	09/02/2021 19:58:31
	08/30/2021 10:52	DVPO SERVICE	246 ILLINOIS ST	O7	NRP	08/30/2021 13:34:13
	08/20/2021 16:12	URGENT WELFARE	246 ILLINOIS ST	O7	NRP	08/20/2021 16:24:01
	08/15/2021 18:44	911 HANG-UP -	246 ILLINOIS ST	O54	NRP	08/15/2021 18:57:37
21002903	08/03/2021 20:22	THEFT OR VEH	246 ILLINOIS ST	S5	RPT	08/03/2021 21:44:01
	07/25/2021 03:11	ALARM BURGLARY -	246 ILLINOIS ST	S3	NRP	07/25/2021 03:26:44
21002488	07/08/2021 17:22	SI - FOLLOW-UP	246 ILLINOIS ST	O42	RPT	07/08/2021 17:25:41
21002393	06/30/2021 17:17	ASSAULT CHARLIE -	246 ILLINOIS ST	O42	RPT	06/30/2021 18:16:17
	06/18/2021 23:50	SUSPICIOUS PERSON	246 ILLINOIS ST	O25	NRP	06/19/2021 00:02:28
21001920	06/01/2021 00:03	SUSPICIOUS PERSON	246 ILLINOIS ST	S3	RPT	06/01/2021 01:21:15
	05/28/2021 22:31	10-36	246 ILLINOIS ST	O12	WAR	05/28/2021 22:43:52
21001463	04/27/2021 16:38	THEFT - DELTA	246 ILLINOIS ST	S5	RPT	04/27/2021 17:22:23
	02/15/2021 14:20	TRESPASS/UNWANTE	246 ILLINOIS ST	O7	NRP	02/15/2021 14:33:41
	02/14/2021 15:20	MENTAL DISORDERS-	246 ILLINOIS ST	O56	NRP	02/14/2021 15:50:04

Total Number of Events Listed: 18

CITY OF FAIRBANKS PUBLIC SAFETY

Gavora`s Fine Wine 250 Third Street

01/28/2021 - 01/27/2022

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
21003022	08/13/2021 12:45	THEFT-SUSP DET. &	250-02 THIRD ST	O7	RPT	08/13/2021 16:38:28
21002598	07/15/2021 19:39	SUSPICIOUS	250-02 THIRD ST	O50	RPT	07/15/2021 20:42:28
	06/07/2021 19:46	DUI - MOVING - DELTA	250-02 THIRD ST	DESK	NRP	06/07/2021 20:39:07
	03/12/2021 07:01	ALARM BURGLARY -	250-02 THIRD ST	O41	FAB	03/12/2021 07:16:26

Total Number of Events Listed: 4

CITY OF FAIRBANKS PUBLIC SAFETY

Thrifty Liquor 1410 Cushman Street

01/28/2021 - 01/27/2022

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	12/11/2021 17:35	TRESPASS/UNWANTE	1410 S CUSHMAN ST	O20	NRP	12/11/2021 17:59:48
	12/11/2021 10:18	ASSAULT - DELTA	1410 S CUSHMAN ST	S4	NRP	12/11/2021 10:40:59
	12/09/2021 15:18	SI - FLAG DOWN	1410 S CUSHMAN ST	O2	NRP	12/09/2021 15:28:21
21004495	11/29/2021 16:36	SUSP	1410 S CUSHMAN ST	O17	RPT	11/29/2021 18:07:48
21004475	11/29/2021 12:58	SI - FOLLOW-UP	1410 S CUSHMAN ST	O8	RPT	11/29/2021 14:25:02
21004475	11/28/2021 17:20	DISTURBANCE	1410 S CUSHMAN ST	S4	RPT	11/28/2021 18:25:44
21004335	11/16/2021 22:31	ASSAULT - BRAVO	1410 S CUSHMAN ST	O19	RPT	11/16/2021 22:49:45
	10/27/2021 11:09	TRESPASS LETTER	1410 S CUSHMAN ST	DESK	NRP	10/27/2021 11:13:57
21004043	10/26/2021 18:02	SUPPLEMENTAL-	1410 S CUSHMAN ST	O42	RPT	10/27/2021 05:27:48
21004043	10/25/2021 23:38	PAST VEHICLE THEFT	1410 S CUSHMAN ST	O42	RPT	10/26/2021 01:17:18
	10/11/2021 12:12	REDDI	1410 S CUSHMAN ST	O50	NRP	10/11/2021 12:27:57
	10/02/2021 21:30	SUSPICIOUS PERSON	1410 S CUSHMAN ST	S21	NRP	10/02/2021 21:41:37
21003498	09/16/2021 19:41	TRESPASS/UNWANTE	1410 S CUSHMAN ST	O54	RPT	09/16/2021 20:45:48
21003355	09/07/2021 14:52	DISTURBANCE	1410 S CUSHMAN ST	O8	RPT	09/07/2021 16:11:52
	08/30/2021 18:11	TRESPASS/UNWANTE	1410 S CUSHMAN ST	S5	NRP	08/30/2021 18:45:41
	08/30/2021 14:27	DISTURBANCE	1410 S CUSHMAN ST	O7	NRP	08/30/2021 14:38:34
	07/30/2021 15:21	SUSPICIOUS PERSON	1410 S CUSHMAN ST	O7	NRP	07/30/2021 15:48:45
21002776	07/27/2021 11:10	DISTURBANCE	1410 S CUSHMAN ST	O19	RPT	07/27/2021 12:07:35
21002670	07/20/2021 23:27	DISTURBANCE	1410 S CUSHMAN ST	O20	RPT	07/21/2021 03:37:19
21002648	07/19/2021 13:51	THEFT OR VEH	1410 S CUSHMAN ST	O12	RPT	07/19/2021 16:18:05
21002449	07/05/2021 23:29	SUPPLEMENTAL-	1410 S CUSHMAN ST	DESK	RPT	07/06/2021 03:44:27
21002379	06/29/2021 22:22	ASSAULT - STABBING	1410 S CUSHMAN ST	O12	RPT	06/29/2021 23:22:01
21002185	06/17/2021 15:47	THEFT OR VEH	1410 S CUSHMAN ST	O50	RPT	06/17/2021 16:51:47
	06/16/2021 18:29	TRESPASS/UNWANTE	1410 S CUSHMAN ST	O50	NRP	06/16/2021 18:52:24
	06/16/2021 16:03	DISTURBANCE	1410 S CUSHMAN ST	O54	NRP	06/16/2021 16:14:08
	06/16/2021 09:39	DISTURBANCE	1410 S CUSHMAN ST	O7	NRP	06/16/2021 10:52:24
21001974	06/03/2021 22:58	THEFT - DELTA	1410 S CUSHMAN ST	O26	RPT	06/04/2021 00:33:09
	06/01/2021 23:14	DISTURBANCE	1410 S CUSHMAN ST	O13	NRP	06/01/2021 23:22:01
	05/24/2021 16:26	DRUGS - SALE -	1410 S CUSHMAN ST	S5	NRP	05/24/2021 16:46:08
21001798	05/22/2021 16:34	ROBBERY -	1410 S CUSHMAN ST	O54	RPT	05/22/2021 17:09:54
	05/20/2021 08:23	TRESPASS/UNWANTE	1410 S CUSHMAN ST	O42	NRP	05/20/2021 08:42:41
	05/15/2021 08:40	SI - FIELD CONTACT	1410 S CUSHMAN ST	O9	NRP	05/15/2021 08:45:14
21001682	05/13/2021 13:19	SI - FIELD CONTACT	1410 S CUSHMAN ST	O7	RPT	05/13/2021 13:54:11
21001624	05/09/2021 13:44	ASSAULT - BRAVO	1410 S CUSHMAN ST	O17	RPT	05/09/2021 18:08:49
	05/04/2021 21:22	SUSPICIOUS PERSON	1410 S CUSHMAN ST	S5	NRP	05/04/2021 21:44:59
	05/03/2021 15:27	TRESPASS/UNWANTE	1410 S CUSHMAN ST	O2	SUBL	05/03/2021 16:03:19
	05/02/2021 14:31	AOA - NON URGENT -	1410 S CUSHMAN ST	O19	NRP	05/02/2021 14:32:54
	04/28/2021 18:08	DISTURBANCE	1410 S CUSHMAN ST	O20	NRP	04/28/2021 18:28:24
21001479	04/28/2021 14:28	PAST THEFT - BRAVO	1410 S CUSHMAN ST	O50	RPT	04/28/2021 15:46:19
	04/21/2021 14:04	DISTURBANCE	1410 S CUSHMAN ST	O54	NRP	04/21/2021 14:16:33
21001196	04/04/2021 15:19	THEFT OR VEH	1410 S CUSHMAN ST	O20	RPT	04/04/2021 16:27:10

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
21001188	04/03/2021 15:55	PAST THEFT - BRAVO	1410 S CUSHMAN ST	O56	RPT	04/03/2021 18:37:49
	04/03/2021 11:21	PHYSICAL DOMESTIC	1410 S CUSHMAN ST	O26	NRP	04/03/2021 11:35:59
	04/02/2021 20:54	INCAPACITATED	1410 S CUSHMAN ST	O54	NRP	04/02/2021 21:08:03
21001175	04/02/2021 16:29	PAST THEFT - BRAVO	1410 S CUSHMAN ST	O17	RPT	04/02/2021 17:09:17
	03/15/2021 12:18	DISTURBANCE	1410 S CUSHMAN ST	O60	NRP	03/15/2021 12:36:23
21000902	03/12/2021 06:41	SUPPLEMENTAL-	1410 S CUSHMAN ST	O2	RPT	03/12/2021 12:38:23
21000804	03/06/2021 14:00	SUPP-	1410 S CUSHMAN ST	O17	RPT	03/07/2021 15:26:35
21000693	02/23/2021 12:17	PAST THEFT - BRAVO	1410 S CUSHMAN ST	O7	RPT	02/23/2021 16:52:47
	02/13/2021 08:40	SUSPICIOUS PERSON	1410 S CUSHMAN ST	O26	NRP	02/13/2021 11:26:30
21000502	02/07/2021 13:39	PAST THEFT - BRAVO	1410 S CUSHMAN ST	O41	RPT	02/08/2021 10:52:48

Total Number of Events Listed: 51

CITY OF FAIRBANKS PUBLIC SAFETY

Irashai Japanese Restaurant 419 Merhar Avenue Suite B

01/28/2021 - 01/27/2022

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	09/11/2021 18:18	SUSPICIOUS	419 MERHAR AVE	O21	NRP	09/11/2021 20:54:37
	06/15/2021 00:26	ALARM BURGLARY -	419 MERHAR AVE	O20	NRP	06/15/2021 01:05:01
	06/14/2021 21:14	ALARM BURGLARY -	419 MERHAR AVE	O13	NRP	06/14/2021 21:33:36
	05/30/2021 21:57	ALARM BURGLARY -	419 MERHAR AVE	S5	FAB	05/30/2021 22:51:06
	05/24/2021 21:52	ALARM BURGLARY -	419 MERHAR AVE	O13	NRP	05/24/2021 22:37:48
	04/14/2021 10:02	OFFICER ADVICE	419 MERHAR AVE	O16	NRP	04/14/2021 10:42:43
	03/29/2021 14:35	MENTAL DISORDER -	419 MERHAR AVE	O9	NRP	03/29/2021 15:22:47
21000368	01/28/2021 14:53	ADMINISTRATIVE	419 MERHAR AVE	O60	RPT	01/28/2021 17:10:37

Total Number of Events Listed: 8

Incident / Event (Search)

Link Event ID Call recv AVL Print Report

Event Info Notes Times R/E Log Other Log Entry Ani/Ali Patients Employee Names Vehicles

Rpt# Source PU EMS Fire Law Resc Oth

Loc 623 OLD STEESE HWY FAIR

X-ST Jur Service Agency FPD
Stat/Beat District RA

Busi ARCTIC FOX BAR Ph# () - Call group

Nature QA

Caller Hist Alarm


Address SOS

Veh # d To RMS Send Export

Include delayed events Include cancelled events View Text Re-Open

Prev Next Add Duplicate Delete Search View Exit Srch

ONESolution CAD

 No match found.

Ok

CITY OF FAIRBANKS PUBLIC SAFETY

BPO Fairbanks Elks Lodge 1003 Pioneer Road

01/28/2021 - 01/27/2022

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	09/25/2021 17:38	WELFARE CHECK -	1003 PIONEER RD	O54	NRP	09/25/2021 19:12:12
	09/15/2021 19:54	DRUGS - USE -	1003 PIONEER RD	O19	NRP	09/15/2021 21:00:36
	06/06/2021 12:11	TRESPASS/UNWANTE	1003 PIONEER RD	O19	NRP	06/06/2021 13:57:22

Total Number of Events Listed: 3

CITY OF FAIRBANKS PUBLIC SAFETY

Seoul Gate Restaurant 958 Cowles Street

01/28/2021 - 01/27/2022

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	12/25/2021 16:41	SUSPICIOUS PERSON	958 COWLES ST	O42	NRP	12/25/2021 16:58:07

Total Number of Events Listed: 1



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 Renewal

DATE: February 23, 2022

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

Lic. #	DBA	License Type	Licensee	Address
18493	Petrichor, LLC	Marijuana Product Manufacturing Facility	Petrichor, LLC	3780 Leasure Street

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 March 25, 2022.

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 establishment. There are no complaints on file with either the Borough or the State.

The Fairbanks Police Department has included a call report for the above-listed location; however, there is no recommended protest by FPD. **The Finance Department is recommending protest** of the license renewal as Petrichor, LLC did not file a 2021 or a 2022 business license with the City of Fairbanks; see attached.

The City Clerk's Office attempted to contact the business owner in early February but was unsuccessful. We were able to make contact with the owner on February 18, and we informed him of the recommended protest by the Finance Department and the basis of the protest. To date, the owner has not submitted an application for a 2021 or 2022 City business license.

There are no other departmental objections to the marijuana license renewal application. Please contact me if you need further information.

Rpt only

Include delayed events
 Include cancelled events

ONESolution CAD

No match found.



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

MARIJUANA LICENSE RESPONSE FORM

TO: FINANCE DEPARTMENT
 FIRE DEPARTMENT
 POLICE DEPARTMENT
 BUILDING DEPARTMENT

DATE: 01/26/2022

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION - RENEWAL

NOTICE RECEIVED AT CLERKS OFFICE: 01/26/2022 (60 DAY DUE DATE 03/25/2022)

DATE RESPONSE DUE: 02/22/2022 for City Council Meeting of 02/28/2022

Lic. #	DBA	License Type	Licensee	Phone	Address
18493	Petrichor, LLC	Marijuana Product Manufacturing Facility	Petrichor, LLC	253-310-5127	3780 Leasure Street

NO PROTEST: PROTEST

REASONS OR COMMENTS: The company did not file a 2021 or 2022 business license.

DEPARTMENT
SIGNEE:

Margarita Bell
SIGNATURE

01-31-2022
DATE

Introduced by: Council Members Cleworth and Clark
Finance Committee Meeting: February 8, 2022
Introduced: February 14, 2022

RESOLUTION NO. 5005

A RESOLUTION OPPOSING HB 55 REESTABLISHING A DEFINED BENEFIT PROGRAM

WHEREAS, in 2003, financial analysts working for the State of Alaska announced that the two largest public employee retirement systems in Alaska, the Public Employees Retirement System (PERS) and the Teachers Retirement System (TRS), had a combined \$5 billion unfunded liability; and

WHEREAS, the PERS and TRS unfunded liability reached \$12.4 billion in 2013; and

WHEREAS, the Senate Finance Committee, in 2005, attributed a number of factors leading to the unfunded liability, including inaccurate actuarial assumptions, historical understatement of system liabilities, rising health care costs, bearish periods in financial markets, declining interest rates, unfavorable demographic changes, artificially low contribution rates in good times, timing of the recognition of market losses, and legislation increasing benefits; and

WHEREAS, the average rate paid on PERS salaries to pay down the unfunded liability between FY2008 and FY2020 was 20.15%; and

WHEREAS, PERS employers paid over \$5.5 billion between FY2008 and FY2020 to pay down the unfunded liability; and

WHEREAS, the State of Alaska injected an additional \$3 billion into PERS and TRS in 2014; and

WHEREAS, the City of Fairbanks paid over \$23 million between FY2008 and FY2020 to pay down the unfunded liability; and

WHEREAS, instead of paying for current or future programs and services, current public dollars go to pay for benefits earned in the past; and

WHEREAS, the Alaska Retirement Management (ARM) Board estimates systemwide actuarial assets of \$32.19 billion at the end of FY 2021 with unfunded actuarial liabilities totaling \$3.97 billion; and

WHEREAS, the ARM Board projects systemwide pension benefit payments to total over \$1.5 billion annually between FY2022 and FY2050, with ongoing pension benefit payments running out to approximately FY2100; and

WHEREAS, AS 39.35.255 establishes a statutory non-State employer contribution rate of 22% and the actuarially determined contribution rate for the State as an employer; and

WHEREAS, AS 39.35.280 requires additional State contributions to make up the difference between 22% for non-State employers and the actuarially determined contribution rate; and

WHEREAS, every year since 2015 the City of Fairbanks has advocated that the State maintain the PERS employer contribution rate at 22% of salaries; and

WHEREAS, the ARM Board projects the need for \$1.86 billion in additional State contributions beyond the 22% employer rate between FY2023 and FY2039, assuming an actuarial earnings rate of 7.38%; and

WHEREAS, HB 55 proposes to (1) allow for the transfer of Peace Officer/Firefighter (P/F) active members from the State of Alaska PERS Defined Contribution Retirement (DCR) Plan to the PERS Defined Benefit (DB) Plan, and (2) provide that all future P/F hires automatically enter the PERS DB Plan rather than the PERS DCR Plan; and

WHEREAS, as of June 20, 2020, there were 2,228 P/F active members in the PERS DCR Plan with approximately \$159.2 million of DC account balances; and

WHEREAS, the State's actuary consultant has determined that if the contribution rate for P/F members' pension and healthcare benefits exceeds 9%, then HB 55 will lead to larger increases in additional State contributions compared to what would happen without HB 55; and

WHEREAS, by shifting active P/F members and all future P/F hires from the DCR Plan to the DB Plan, PERS employers will be taking on greater risk of higher contributions in future years; and

WHEREAS, the actuarially determined contribution rates for PERS between FY2008 and FY2020 averaged 31.30%, with a low of 25.01% and a high of 44.03%; and

WHEREAS, public funds discount future liabilities by the expected rate of return on their investment assets – the lower the earnings/discount rate, the greater the principal required to generate a given stream of income – thus, a high rate presents a low bar for success and a low rate, a high bar; and

WHEREAS, the State has control over pension plan promises, and the financial consequences with every pension benefit decision should be clearly understood; and

WHEREAS, persistent low-interest rates and greater uncertainty of future investment returns have created an environment where such pension promises have become increasingly expensive; and

WHEREAS, possibilities of sustained recessions can severely undermine projected rates of return similar to 2009 when PERS had a rate of return of -20.49%; and

WHEREAS, Article XII, Section 7 of the Alaska Constitution provides that “Membership in employee retirement systems of the State or its political subdivisions shall constitute a contractual relationship. Accrued benefits of these systems shall not be diminished or impaired”; and

WHEREAS, the Alaska Supreme Court has interpreted this provision to mean that “system benefits offered to retirees when an employee is first employed and as improved during the employee’s tenure may not be ‘diminished or impaired’”; and

WHEREAS, the proposed Tier 5 is only offered to certain individuals which raises a serious fairness issue and an inevitable desire by others to be included; and

WHEREAS, inclusion of overtime pay in determining an employee’s wages in the past DB program was a serious problem and will continue to be so in HB 55 when determining the high five years, especially with public safety employees where annual overtime earned can actually exceed their annual base pay; and

WHEREAS, the City of Fairbanks has many different tools that can be used for employee retention that do not carry the risks and costs that DB programs bring with them.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council is opposed to returning to a defined benefit program where legal promises are made to retirees regardless of the ability to pay for them; and

BE IT FURTHER RESOLVED that the billions of dollars that have been lost funding DB debt over the years has greatly hurt both the State of Alaska and municipalities in providing services to residents which should be the primary focus and mission; and

BE IT FURTHER RESOLVED that the City Clerk is directed to forward copies of this Resolution to members of the Alaska State Legislature.

PASSED and APPROVED this 28th day of February 2022.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

When the ride ends

What would happen if financial markets crashed?

“FOR HISTORIANS each event is unique,” wrote Charles Kindleberger in his study of financial crises. But whereas “history is particular; economics is general”—it involves searching for patterns which indicate if a cycle is turning. Today America’s financial system looks nothing like it did before the crashes of 2001 and 2008, yet lately there have been some familiar signs of froth and fear on Wall Street: wild trading days on no real news, sudden price swings and a queasy feeling among many investors that they have overdosed on techno-optimism. Having soared in 2021, shares on Wall Street had their worst January since 2009, falling by 5.3%. The prices of assets favoured by retail investors, like tech stocks, cryptocurrencies and shares in electric-car makers, have plunged. The once-giddy mood on r/wallstreetbets, a forum for digital day-traders, is now mournful.

It is tempting to think that the January sell-off was exactly what was needed, purging the stockmarket of its speculative excesses. But America’s new-look financial system is still loaded with risks (see Finance & economics section). Asset prices are high: the last time shares were so pricey relative to long-run profits was before the slumps of 1929 and 2001, and the extra return for owning risky bonds is near its lowest level for a quarter of a century. Many portfolios have loaded up on “long-duration” assets that yield profits only in the distant future. And central banks are raising interest rates to tame inflation. America’s Federal Reserve is expected to make five quarter-point increases this year. German two-year Bund yields leapt 0.33 points last week, their biggest jump since 2008.

The mix of sky-high valuations and rising interest rates could easily result in large losses, as the rate used to discount future income rises.

If big losses do materialise, the important question, for investors, for central bankers and for the world economy, is whether the financial system will safely absorb them or amplify them. The answer is not obvious, for that system has been transformed over the past 15 years by the twin forces of regulation and technological innovation.

New capital rules have pushed a lot of risk-taking out of banks. Digitisation has given computers more decision-making power, created new platforms for owning assets and cut the cost of trading almost to zero. The result is a high-frequency, market-based system with a new cast of players. Share-trading is no longer dominated by pension funds but by automated exchange-traded funds (ETFs) and swarms of retail investors using slick new apps. Borrowers can tap debt funds as well as banks. Credit flows across borders thanks to asset managers such as BlackRock, which buy foreign bonds, not just global lenders such as Citigroup. Markets operate at breakneck speed: the volume of shares traded in America is 3.8 times what it was a decade ago.

Many of these changes have been for the better. They have made it cheaper and easier for all types of investors to deal in a broader range of assets. The crash of 2008-09 showed how dangerous it was to have banks that took deposits from the public exposed to catastrophic losses, which forced governments to bail them out. Today banks are less central to the financial sys-

tem, better capitalised and hold fewer highly risky assets. More risk-taking is done by funds backed by shareholders or long-term savers who, on paper, are better equipped to absorb losses.

Yet the reinvention of finance has not eliminated hubris. Two dangers stand out. First, some leverage is hidden in shadow banks and investment funds. For example the total borrowings and deposit-like liabilities of hedge funds, property trusts and money market funds have risen to 43% of GDP, from 32% a decade ago. Firms can rack up huge debts without anyone noticing. Archegos, an obscure family investment office, defaulted last year, imposing \$10bn of losses on its lenders. If asset prices fall, other blow-ups could follow, accelerating the correction.

The second danger is that, although the new system is more decentralised, it still relies on transactions being channelled through a few nodes that could be overwhelmed by volatility. ETFs, with \$10trn of assets, rely on a few small market-making firms to ensure that the price of funds accurately tracks the underlying assets they own. Trillions of dollars of derivatives contracts are routed through five American clearing houses. Many transactions are executed by a new breed of middlemen, such as Citadel Securities. The Treasury market now depends on automated high-frequency trading firms to function.

All these firms or institutions hold safety buffers and most can demand further collateral or “margin” to protect themselves from their users’ losses. Yet recent experience suggests reasons for concern. In January 2021 frenzied trading in a single stock, GameStop, led to chaos, prompting large margin calls from the settlement system, which a new generation of app-based brokerage firms, including Robinhood, struggled to pay. The Treasury and money markets, meanwhile,

seized up in 2014, 2019 and 2020. The market-based financial system is hyperactive most of the time; in times of stress whole areas of trading activity can dry up. That can fuel panic.

Ordinary citizens may not think it matters much if a bunch of day-traders and fund managers get burned. But such a fire could damage the rest of the economy. Fully 53% of American households own shares (up from 37% in 1992), and there are over 100m online brokerage accounts. If credit markets gum up, households and firms will struggle to borrow. That is why, at the start of the pandemic, the Fed acted as a “market-maker of last resort”, promising up to \$3trn to support a range of debt markets and to backstop dealers and some mutual funds.

Fine margins

Was that bail-out a one-off caused by an exceptional event, or a sign of things to come? Ever since 2008-09 central banks and regulators have had two unspoken goals: to normalise interest rates and to stop using public money to underwrite private risk-taking. It seems that those goals are in tension: the Fed must raise rates, yet that could trigger instability. The financial system is in better shape than in 2008 when the reckless gamblers at Bear Stearns and Lehman Brothers brought the world to a standstill. Make no mistake, though: it faces a stern test. ■



RESOLUTION NO. 5006

**A RESOLUTION SUPPORTING THE DEVELOPMENT OF A TRAIL
CONNECTING BIRCH HILL RECREATION AREA TO THE CREAMERS
FIELD TRAILS SYSTEM TO INCLUDE A STEESE EXPRESSWAY
TRAIL UNDERPASS**

WHEREAS, Fairbanks residents enjoy using trails for different recreational activities, including motorized and non-motorized use; and

WHEREAS, residents have expressed interest in the creation of a comprehensively developed trail system and wildlife area located between Farmer's Loop Road, College Road, and the Steese Highway; and

WHEREAS, a well-developed and comprehensively managed trail system and wildlife area will provide benefits to residents of the borough by enhancing quality of life and opportunities for outdoor recreation; and

WHEREAS, community trails are proven to improve the health and well-being of a community as well as provide direct, indirect, and induced economic benefit; and

WHEREAS, the City supports the efforts of the Fairbanks North Star Borough to create a network of recreational trails by connecting existing trails in the Fairbanks area; and

WHEREAS, the Borough Comprehensive Recreational Trail Plan is currently being updated to include new connector trails and re-prioritization of trails projects; and

WHEREAS, it is anticipated that the Steese trail connector may be a component of the new trails plan, as well as other connecting trail systems; and

WHEREAS, planning and development of this trail system would be done in accordance with the Borough Comprehensive Recreational Trail Plan and the Plan Update; and

WHEREAS, it is important to have safe means to connect the trails between the west side of the Steese Expressway and the east side, and a trail underpass installed during the construction of road improvements to this area would be the most efficient use of resources; and

WHEREAS, DOT is planning to conduct a feasibility study of the Steese/Johansen Interchange project to determine if a recreational underpass can be constructed and whether there is community support for it; and

WHEREAS, connecting community recreation areas through local trails provides a network of resources for residents and visitor to enjoy.

NOW THEREFORE BE IT RESOLVED that the Fairbanks City Council supports consideration in the update to the Comprehensive Recreational Trail Plan of the development and construction of a connector trail between the Birch Hill Recreation Area and the Creamers Field trail system with a recreational underpass and encourages collaboration between government agencies to determine the appropriate location of the trail improvements.

NOW THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the State of Alaska Northern Region DOT Director, State of Alaska Department of Natural Resources Northern Area Office superintendent, US Army Fort Wainwright Garrison Commander, Bureau of Land Management Alaska State Director, the Alaska Congressional Delegation, the Director of FAST Planning, and the local US Fish and Wildlife Service office.

PASSED and **APPROVED** this 28th day of February 2022.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

RESOLUTION NO. 5007

**A RESOLUTION AWARDING A CONTRACT TO WATCHGUARD, INC TO
PROVIDE CAR VIDEO SYSTEM WITH INTEGRATED BODY-WORN
CAMERAS IN THE AMOUNT OF \$261,204**

WHEREAS, in accordance with FGC Chapter 54, Article VI, Sole Source Purchasing, the Purchasing Agent has determined that there is only one source for this purchase; and

WHEREAS, the City identified WatchGuard, Inc. to provide a car video system with integrated body-worn cameras, evidence management software, and storage that meets the specifications required by the Fairbanks Police Department; and

WHEREAS, upon approval, the City will contract with WatchGuard, Inc. in the amount of two hundred sixty-one thousand, two hundred four dollars and zero cents (\$261,204.00); and

WHEREAS, funding will be provided from the General Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor is authorized to execute a contract to purchase a car video system with integrated body-worn cameras, evidence management software, and storage from WatchGuard, Inc.

PASSED and APPROVED this 28th Day of February 2022.

Jim Matherly, City Mayor

YEAS:
NAYS:
ABSENT
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5007

Abbreviated Title: AWARDING CONTRACT TO WATCHGUARD INC

Department(s): POLICE

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 X No _____

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

PROJECTS:	2022	2023-2026	Total
CAR VIDEO SYSTEM AND BODY-WORN CAMERAS	\$ 88,584	\$ -	\$ 88,584
EQUIPMENT MAINTENANCE AND STORAGE	\$ 34,524	\$ 138,096	\$ 172,620
TOTAL	\$ 123,108	\$ 138,096	\$ 261,204

FUNDING SOURCE:	2022	2023-2026	Total
GENERAL FUND	\$ 123,108	\$ 138,096	\$ 261,204
TOTAL	\$ 123,108	\$ 138,096	\$ 261,204

The City of Fairbanks will enter a contract with WatchGuard to purchase a car video system with 52 integrated body-worn cameras. The contract includes an annual cost of \$34,524 for evidence management software and storage for five years. This cost will be incorporated in the annual general fund budget. The current cost for annual maintenance is \$23,480.

Reviewed by Finance Department:

Initial mb

Date 12/23/2022

ORDINANCE NO. 6198

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

WHEREAS, the City of Fairbanks and the Public Safety Employee Association have been operating under the terms of the 2019-2021 Collective Bargaining Agreement; and

WHEREAS, the City Administration and the Public Safety Employee Association have reached a tentative agreement on terms for a replacement contract; and

WHEREAS, the City of Fairbanks 2022 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

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

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

Section 2. That this ordinance shall become effective upon ratification of the agreement by PSEA members.

Section 3. That once ratified, the collective bargaining agreement will be effective January 1, 2022 through December 31, 2024.

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: 6198

Abbreviated Title: RATIFY PUBLIC SAFETY EMPLOYEE ASSOCIATION CBA

Department(s): POLICE & FECC

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:	2022	2023	2024	TOTAL
SALARIES AND BENEFITS [YEAR 1]	\$ 398,900	\$ 398,900	\$ 398,900	\$ 1,196,700
SALARIES AND BENEFITS [YEAR 2]	\$ -	\$ 15,590	\$ 15,590	\$ 31,180
SALARIES AND BENEFITS [YEAR 3]	\$ -	\$ -	\$ 24,000	\$ 24,000
TOTAL	\$ 398,900	\$ 414,490	\$ 438,490	\$ 1,251,880

FUNDING SOURCE:	2022	2023	2024	TOTAL
GENERAL FUND	\$ 398,900	\$ 414,490	\$ 438,490	\$ 1,251,880
TOTAL	\$ 398,900	\$ 414,490	\$ 438,490	\$ 1,251,880

The CBA provides increase in rates with an annual 2% increase for Year 2 to Year 20. The CBA adds 5% special pay for up to six Field Training Officers for all hours, an additional 1% special pay for Captain, and an additional 2% special pay for Deputy Police Chief. The CBA replaces double time with an overtime rate and .5 hours of compensation time per hour. The CBA also moves employees closer to their actual step by adjusting from Step 12 in Year 1 to Step 14 in Year 2 to Step 16 in Year 3. The fiscal note reflects savings in the amount of \$16,000 from changing the percent of increase per year to a flat 2%.

Reviewed by Finance Department: Initial mb Date 2/17/2022

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

2022 - 2024

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

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ARTICLE 1 POLICY AND PURPOSE

Section 1.1 Policy

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

Section 1.2 Welfare

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

Section 1.3 The Purposes of this Agreement are:

- 1.3.1 To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in work in the areas affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.
- 1.3.2 To recognize the legitimate interest of the Employees of the City of Fairbanks to participate through collective bargaining in the determination of terms and conditions of their employment.
- 1.3.3 To promote fair and reasonable working conditions.
- 1.3.4 To promote individual efficiency and service to the citizens of the City.
- 1.3.5 To avoid interruption or interference with the efficient operation of City Government.
- 1.3.6 To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
- 1.3.7 To pay wages, benefits and other compensation to the members in accord with the provisions of this Agreement, and not based upon personal favoritism or discrimination.

ARTICLE 2 DURATION

Section 2.1 Effective Date

This Agreement becomes effective the first day of the pay period following mutual ratification by the City Council and the Membership of the Association in accord with an election and remains in effect until December 31, 2024.

Section 2.2 Commencement

Either party desiring to commence negotiations shall give written notice to the other at least 60 days prior to December 31, 2024, but not sooner than 120 days prior to the expiration date of this Agreement. Upon receipt of such notice, negotiations will begin within 15 days. Unless otherwise agreed, no modification or change becomes effective prior to the expiration date without the mutual written consent of the parties.

Section 2.3 Termination

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

Section 2.4 Binding

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

ARTICLE 3 RECOGNITION

Section 3.1 Recognition

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

Section 3.2 Classifications

3.2.1 **Alaska Labor Relations Agency**

Additional classifications or reclassification will be included within the Bargaining Unit or exempt therefrom based on the Alaska Labor Relations Agency criteria.

3.2.2 **Irresolvable Differences**

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

ARTICLE 4 NEGOTIATIONS

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

ARTICLE 5 CITY – ASSOCIATION RELATIONS

Section 5.1 Objective

Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Public Safety Employees Association, Fairbanks Police Department Chapter (PSEA). Neither PSEA nor the City will represent to any employee that union membership is a requirement of employment with the City.

Section 5.2 Employees of the City of Fairbanks

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

5.2.1 Work Stoppage

The Association agrees that during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, or strike against the Employer.

5.2.2 Lockout

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

5.2.3 Duty to Perform

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

Section 5.3 City, State, Federal Laws

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

Section 5.4 Absenteeism

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

Section 5.5 Former City Council Members

Former city council members have a one-year ineligibility period before they can be considered for any job with the City of Fairbanks.

ARTICLE 6 MANAGEMENT RIGHT

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

ARTICLE 7 PSEA SECURITY

Section 7.1 Agency Shop

7.1.1 Responsibility

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

7.1.2 PSEA Information

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

Section 7.2 Check off and Payroll Deduction

7.2.1 Dues and Fees

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

7.2.2 Communication between PSEA and City

The Business Manager of PSEA shall notify the City Finance Department in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the Employee's authorized PSEA deductions to the duly authorized representative of PSEA, together with a list of the names of the Employees from whose pay deductions are made. All changes in address of Employees must be transmitted to PSEA immediately.

7.2.3 Payroll Deduction Privileges

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

Section 7.3 Payroll Deductions/Direct Deposit

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

Section 7.4 Meeting Space and Bulletin Boards

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

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

Section 7.5 List of Bargaining Unit Members

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

Section 7.6 Discrimination/Relations

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

Section 7.7 Association Obligation

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

Section 7.8 Sole Representative

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

Section 7.9 Employee Representative

7.9.1 Employee Representatives

The Chapter Chair and Vice-Chair of the Fairbanks Police Department Employees Association Chapter of PSEA as well as two other employees, hereinafter called "Employee Representatives" will be designated by PSEA. They must be employees of the Fairbanks Police Department or the Fairbanks Emergency Communications Center and members of the Association. The Employee Representatives are permitted during regular working hours to perform their official representative duties handling requests, complaints, and grievances arising under this Agreement. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances

to the contrary, the employee will be made available. Normal protocol will be observed with their respective supervisors prior to engaging in their duties as an Employee Representative. It is agreed that the Employee Representative conducting the representative duties shall, whenever possible, meet outside the presence of other employees. When it is mandatory to conduct grievances or other matters during day shift hours, the Employee Representative and affected grievant(s) may be re-assigned by the Department Head to the day shift duty time to handle these matters, provided that this does not interfere with Department operations.

7.9.2 Employee Representative Compensation

The Employee Representatives will not receive overtime pay while performing Employee Representative duties in excess of the workday, nor may an Employee Representative extend their workday in such a manner as to receive overtime because part of the workday was used to perform Employee Representative duties with approval of the Department Head. An Employee Representative will not be entitled to special privileges as a result of holding such office, except as provided in sub-section (7.9.3).

7.9.3 Employee Representative Lay-off

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

Section 7.10 PSEA Staff

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

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Objective

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

Section 8.2 Definition

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

Section 8.3 Step One

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

Section 8.4 Step Two

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

Section 8.5 Step Three

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

Section 8.6 Arbitration

8.6.1 Arbitration Notice

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

8.6.2 **Findings**

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

8.6.3 **Arbitrator**

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

Section 8.7 Single and Multiple Grievances

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

Section 8.8 Expense

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

Section 8.9 Witness

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

Section 8.10 Decision Time Frame

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

Section 8.11 Grievance Submission Level

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

Section 8.12 Originating Step

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

Section 8.13 PSEA or Class Action Grievance

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

ARTICLE 9 EMPLOYEE BENEFITS AND RIGHTS

Section 9.1 Retirement

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

Section 9.2 Health Benefits

9.2.1 Health Insurance

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

9.2.2 IRS 125 Plan

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

Section 9.3 Deferred Compensation

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

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

9.4.1 **Temporary Incapacity**

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

9.4.2 **Permanent Incapacity**

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

9.4.2.1 The member employee may be terminated subject to grievance/arbitration procedures.

9.4.2.2 For a period of 12 months following the finding of permanent incapacity, if a position exists within the PSEA Unit that the permanently incapacitated member qualifies for and can perform, they will be given preference in the hiring process for that position. It will be the responsibility of the member to monitor potential job openings and apply.

9.4.3 **Workers' Compensation Laws**

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

Section 9.5 Work Related Injuries

9.5.1 **Injury or Disability**

Members who suffer an injury or disability which is covered under the provisions of state Workers' Compensation are entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. If a competent medical authority deems that an employee will never be able to perform their regular assigned tasks, they will be separated on the same basis as a lay-off due to a reduction in force, subject to recall to a position which is within their ability to perform without job modification, and at the appropriate pay rate generally accorded the new position.

9.5.2 **Paid Administrative Leave**

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

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

9.5.3 **Light Duty**

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

9.5.4 **Federal and State Law**

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

Section 9.6 Physical Examination

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

Section 9.7 “For Cause” Examination

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

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

Section 9.8 Indemnification

9.8.1 Cause

In the event any action or claims are made by a person or entity against any employee or their estate for actions done while in the scope of City employment, the claim will be defended by the City and any liability incurred by the employee or estate as a result will be paid by the City, provided that, any actions or claims, defense of liability resulting therefrom will not be paid by the City if the action or claims are based upon acts or omissions of the employee resulting from recklessness, gross negligence, or intentional misconduct. In the event the City Council may be ordinance enact indemnification provisions that provide added protections to employees, such indemnification provisions will apply to this bargaining unit.

9.8.2 **Settlement**

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

9.8.3 **City Ordinance**

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

Section 9.9 Training

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

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

Section 9.10 Parking

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

Section 9.11 Conduct Based Investigation

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

9.11.1 Investigation of conduct subject to criminal action only:

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

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

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

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

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

- 9.11.2.3 All compelled statements given in the course of an administrative investigation may be used against the member in relation to any subsequent departmental administrative charges which may result in disciplinary or punitive actions against the member.
- 9.11.2.4 If the member so requests, any interview/interrogation will be suspended for a reasonable period to allow the Association representative or counsel to attend. The representative may not be a person subject to the same or related investigation.
- 9.11.2.5 Any interview will be held at a mutually agreeable location provided by the City.
- 9.11.2.6 The interview must be recorded, and a copy of the recording must be provided to PSEA.
- 9.11.3 **Investigation of conduct subject to disciplinary or punitive action only:**
 - 9.11.3.1 If a member is under administrative (noncriminal) investigation instituted by the Department or as a result of a complaint being filed against the member for conduct that may subject the member to administrative disciplinary or punitive action only, the investigation will be conducted in accordance with the safeguards listed below.
 - 9.11.3.2 When available, the member must be notified of the investigation in a timely fashion not to exceed one week (5 business days) from the time that the complaint is discovered by the Department Head, except for investigations of "on-going" type of conduct.
 - 9.11.3.3 The member must be informed of their rights as specified in this section as well as the name and authority of the officer in charge of the investigation. The member must also be informed of the name of all persons who will be present during the interview/interrogation, and questions may be asked by no more than two interviewers at any meeting.

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

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

9.11.4 **General Administrative Investigations Guidelines:**

- 9.11.4.1 All administrative investigations conducted by the Department involving allegations against its members will adhere to these general guidelines.
- 9.11.4.2 All administrative investigations and their outcomes will be treated as personnel matters and will be confidential.
- 9.11.4.3 Investigation of conduct will be conducted in a timely manner without unnecessary delay.
- 9.11.4.4 Nothing in this Agreement may abridge the right of a supervisor at any level to counsel with, advise, or admonish a member under their command in private.
- 9.11.4.5 No promise of reward may be made as an inducement to answering any question.
- 9.11.4.6 Any interrogation/interview must be conducted at a reasonable hour, preferably at a time when the member is on duty, or during the normal waking hour of the member, unless the seriousness of the investigation requires otherwise.
- 9.11.4.7 The interview may only be voice recorded; video recording will only be used upon prior "case by case" written approval of the Department Head. Records of the interview must be provided by the City to PSEA.
- 9.11.4.8 The interview shall be held at a location provided by the City that is mutually agreeable to both PSEA and the City.
- 9.11.4.9 No PSEA elected official may be compelled to testify about any knowledge that they have gained as a result of their office.

- 9.11.4.10 During the interview/interrogation, the member will be allowed to attend to bodily functions as necessary.
- 9.11.4.11 The member will be compensated at the overtime rate if the interview/interrogation is conducted at a time other than the employee's working hours. However, the City may, at the discretion of the Department Head, reassign a member under investigation to administrative duties, Monday through Friday 0800 to 1700 hours, for the duration of the investigation.
- 9.11.4.12 The Association is entitled to a copy of the completed investigation report including any related existing records of interviews/interrogations prior to the impositions of disciplinary or punitive action against the member. Materials will be provided to PSEA upon completion of any investigation.
- 9.11.4.13 All administrative investigations will include one of the following dispositions for each allegation:
- 9.11.4.13.1 **Substantiated (or “Sustained”)**
Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.
 - 9.11.4.13.2 **Unsubstantiated (or “Not Sustained”)**
Means that there was insufficient evidence to prove or disprove the allegation.
 - 9.11.4.13.3 **Exonerated**
Means that the act alleged did occur, but the member's actions were lawful and proper.
 - 9.11.4.13.4 **Unfounded**
Means that the act alleged did not occur.
 - 9.11.4.13.5 **Other Misconduct Noted**
Means the investigation revealed an act of misconduct or violation not alleged in the complaint.

Section 9.12 Reserved

Section 9.13 Reserved

Section 9.14 Use of Lie Detector Devices

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

Section 9.15 Financial Disclosure

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

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

Section 9.16 Searches

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

Section 9.17 Political Activities

9.17.1 In Uniform

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

9.17.2 On Duty

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

9.17.3 Solicitation

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

Section 9.18 Revocation of Driver's License

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

Section 9.19 Break Areas

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

Section 9.20 Political Pressure

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

ARTICLE 10 FAIRBANKS POLICE DEPARTMENT (FPD) WORK RULES

Section 10.1 General Rules

10.1.1 **Work Week**

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

10.1.2 **Reporting Late for Duty**

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

10.1.3 **Consecutive Days Off**

Regardless of schedule worked, each member is entitled to regularly scheduled days off each week. The numbers of days off are defined by the schedule the employee works. Members should not be forced to work overtime on all of their off-duty days.

See Article 30 – Definitions – No Days Off (NDO) Comp

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

10.1.4 **Special Assignment Schedules**

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

10.1.5 **Shift Swaps**

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

10.1.6 **Time Off Between Shifts**

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

10.1.7 **Maximum Consecutive Hours Worked**

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

See Article 30 – Definitions – Work Forced Over (WFO) 12 Comp

10.1.8 **Shift Bidding**

Shift preference will be used to bid each shift as provided in this section and subsections. Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced into a situation where they were required to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. There will be triannual shift rotations.

10.1.8.1 Supervision by a Family Member

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

10.1.8.2 Shift Bid Posting Requirements

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

10.1.9 **Hardship Request**

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

10.1.10 **Personnel Assignments**

10.1.10.1 Disciplinary Reassignment

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

10.1.10.2 Temporary Assignments

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

10.1.10.2.1 Voluntary Vacancy of Temporary Assignment

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

10.1.10.2.2 Involuntary Vacancy of Temporary Assignment

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

10.1.10.3 New Hires Shift Assignment

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

10.1.10.4 Newly Promoted Assignments

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

10.1.10.5 Plan for Individual Improvement Scheduling

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

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

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

Section 10.3 Schedule Changes

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

Section 10.4 Court Attendance

10.4.1 **On-Duty Attendance**

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

10.4.2 **Off-Duty Attendance**

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

10.4.3 **Jury Duty**

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

Section 10.5 Shift Definitions and Shift Differential Pay

10.5.1 **Day Shift**

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

10.5.2 **Swing Shift**

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

10.5.3 **Midnight Shift**

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

Section 10.6 Overtime / Premium Pay

(See also, [Article 4](#) and section [8.9](#))

10.6.1 **Pay Increments**

Overtime shall be measured in one-half hour increments.

10.6.2 **First Day of the Week**

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

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

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

10.6.4 **Personal Leave Used**

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

10.6.5 **Shift Differential Applied to Overtime**

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

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

Those hours of work forced over 12 hours in any employee’s 24-hour day will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

10.6.7 **Work Force Over 12 Consecutive Hours (WFO)**

Those hours of work forced over 12 consecutive hours will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

10.6.8 **Volunteered Overtime**

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

10.6.9 **Short Notice Vacancies**

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

10.6.9.1 Filling Vacancy with On-Duty Staff

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

10.6.9.2 Filling Vacancy with Off-Duty Staff

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

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

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

10.6.10.1 Posting of Overtime

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

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

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

10.6.11.1 Posting of Staffing Overtime

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

10.6.11.1.1 Order of Officer Staffing:

Police Officer
Sergeants
Lieutenants
Detectives

10.6.11.1.2 Order of Supervising Staffing:

Lieutenants
Sergeants

10.6.12 **Special Mission Overtime**

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

10.6.13 **Other Overtime**

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

10.6.14 **No Volunteers / Forced Overtime**

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

- 10.6.14.1.1 When forcing a member to work overtime would result in No Days Off (NDO) or Work Force Over (WFO) due to hours in a day or the number of days worked in a week, the next least senior member will be assigned to work. There will be some instances where other members are not available or the required tasks must be completed by the specific member which would supersede this rule.

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

10.6.15 **Forced Overtime Alternate Time Bucket Method**

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

10.6.15.1 Qualifying Time for Buckets

For purposes of this Agreement, overtime of all types will be

tallied in the employee's time bucket. A change can be made on mutual agreement.

10.6.15.2 Time Period for Buckets

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

10.6.15.3 System Outage

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

10.6.16 **Errors in Awarding Overtime**

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

10.6.17 **Minimum Call Back Rate**

Members reporting to work and not put to work will receive two hours pay at their regular rate unless notified not to report within four hours prior to the start of the shift.

10.6.18 **Flex Schedule**

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

Section 10.7 Special Mission Assignments

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

Section 10.8 Compensatory Time Off

10.8.1 Compensatory Time

Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time (to a maximum of 240 hours) may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Director). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.

10.8.2 Payment on Separation from Service

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

Section 10.9 Meal Break

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

Section 10.10 Relief Breaks

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

Section 10.11 Time Changes

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

Section 10.12 Training Requirement

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

Section 10.13 Officer Vehicle Program

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

Section 10.14 Police Patrol Supervision

10.14.1 Sergeants as Watch Commander

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

10.14.2 Sergeants Working as Watch Commander

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

10.14.2.1 Pay Calculation

A Sergeant will be paid at a 5% premium above their current base wage rate while working as acting Shift Commander.

10.14.3 **Acting Lieutenants**

Acting Lieutenants may be used on a continuing basis for a period up to 12 months, which may be extended by mutual consent. Acting Lieutenants will enjoy all emoluments of a regular Lieutenant during the period they are in acting capacity.

10.14.3.1 Pay Calculation

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

Section 10.15 Police Administration

10.15.1 Deputy Chief and Captain Positions

The Department Head shall promote a Deputy Chief and Captain from the ranks of Captain or Lieutenant in accordance with CBA. Selection and term of service are based on criteria established by the Department Head and this CBA. The Deputy Chief and Captain will remain in the Bargaining Unit. The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to them by the Department Head. The Captain will be supervised by the Deputy Chief and will perform the duties assigned to them by the Department Head.

10.15.1.1 PSEA Bargaining Unit Limitation

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

10.15.1.2 Deputy Chief Pay

The Deputy Chief will receive performance pay at twelve percent above their step on Lieutenant classification scale.

10.15.1.3 Captain Pay

The Captain will receive performance pay at six percent above their step on the lieutenant classification scale.

10.15.1.4 Lieutenant Assignments

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

Section 10.16 Standby

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

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

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

Section 10.17 Schedules

10.17.1 Blended Schedule

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

10.17.2 Forty Hour Work Week

10.17.2.1 Five Days, Eight Hour Shifts

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

10.17.2.1.2 See Article 30 No Days Off (NDO)

10.17.2.2 Four days, 10-Hour Shifts

- 10.17.2.2.1 A mutually agreeable alternative to the normal five-day, eight-hour work week is four workdays preceded or followed by three consecutive days off. The member is guaranteed four 10-hour days within the work week provided they are ready, willing, and able to work, unless suspended, on lay-off, or on leave without pay. The four-day work week shall consist of four 10-hour workdays. Hours worked on a normal workday will be paid in accordance with the Agreement, based on a 10-hour workday. Accordingly, members receive overtime compensation for all hours exceeding 10 hours in work status per day.
- 10.17.2.2.2 A designated holiday will be observed on the calendar day for which it falls for all shift assigned employees. For routine work week employees assigned to the 4/10 alternative, if the holiday falls on the employee's first or second regularly scheduled day off, it will be observed on the last regular scheduled day of work in that week. If the holiday falls on the employee's third regularly scheduled day off, it shall be observed on the following day.
- 10.17.2.2.3 A member who works a 4/10 schedule will be paid overtime for all hours worked in excess of 10 hours in a day.
- 10.17.2.2.4 See Article 30 – No Days Off (NDO)

ARTICLE 11 FAIRBANKS EMERGENCY COMMUNICATION CENTER (FECC) WORK RULES

Section 11.1 General Rules

11.1.1 Work Week

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

11.1.2 Reporting Late for Duty

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

11.1.3 Consecutive Days Off

Regardless of schedule worked, each member is entitled to regularly scheduled days off each week. The number of days off is defined by the schedule the employee works. Members should not be forced to work overtime on all of their off-duty days. See No Days Off (NDO) – Article 30*[See Appendix A diagram for flow chart of overtime*](#)

11.1.4 Special Assignment Schedules

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

11.1.5 Shift Swaps

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

11.1.6 Time Off Between Shifts

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

11.1.7 **Maximum Consecutive Hours Worked**

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

11.1.8 **Shift Bidding**

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

11.1.8.1 **Supervision by a Family Member**

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

11.1.8.2 **Shift Bid Posting Requirements**

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

11.1.9 **Hardship Request**

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

11.1.10 **Personnel Assignments**

11.1.10.1 Disciplinary Reassignment

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

11.1.10.2 Temporary Assignments

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

11.1.10.2.1 Voluntary Vacancy of Temporary Assignment

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

11.1.10.2.2 Involuntary Vacancy of Temporary Assignment

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

11.1.11 **New Hires Shift Assignment**

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

11.1.12 **Plan for Individual Improvement Scheduling**

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

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

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

Section 11.3 Schedule Changes

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

Section 11.4 Court Attendance

11.4.1 On-Duty Attendance

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

11.4.2 **Off-Duty Attendance**

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

11.4.3 **Jury Duty**

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

Section 11.5 Shift Definitions and Shift Differential Pay

11.5.1 **Day Shift**

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

11.5.2 **Swing Shift**

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

11.5.3 **Midnight Shift**

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

Section 11.6 Overtime / Premium Pay (See chart in Appendix A)
(See also, [Article 4](#) and section [8.9](#))

11.6.1 **Payment Increments**

Overtime shall be measured in one-half hour increments.

11.6.2 **First Day of the Week**

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

11.6.3 **Employee's Twenty-Four-Hour Day**

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

11.6.4 **Personal Leave Used**

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

11.6.5 **Shift Differential Applied to Overtime**

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

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

Those hours of work forced over 12 hours in any employee's 24-hour day will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

11.6.7 **Work Forced Over 12 Consecutive Hours (WFO)**

Those hours of work forced over 12 consecutive hours will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

11.6.8 **Volunteered Overtime**

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

11.6.9 **Short Notice Vacancies**

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

11.6.9.1 Filling Vacancy with On-Duty Staff

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

11.6.9.2 Filling Vacancy with Off-Duty Staff

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

11.6.9.3 Filling Vacancy for 12-Hour Shift Schedule

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

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

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

11.6.10.1 Posting of Overtime

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

11.6.10.2 12-Hour Shifts

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

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

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

11.6.11.1 Posting of Staffing Overtime

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

11.6.11.2 Order of Dispatch Staffing:
Supervisor
Dispatcher

11.6.12 **Other Overtime**

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

11.6.13 **Overtime Bidding – Voluntary**

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

11.6.13.1 Sign-up All

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

11.6.14 **No Volunteers / Forced Overtime**

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

11.6.15 **Force Hours Pay Rate**

See Article 30 - No Days Off (NDO) and Work Force Over (WFO)
[See Appendix A for flow chart of overtime](#)

11.6.16 **Force Overtime**

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

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

11.6.16.1 Qualifying Time for Buckets

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

11.6.16.2 Time Period for Buckets

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

11.6.16.3 System Outage

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

11.6.17 **Special Mission Overtime**

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

11.6.18 **Errors in Awarding Overtime**

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

11.6.19 **Minimum Call Back Rate**

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

11.6.20 **Flex Schedule**

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

Section 11.7 Compensatory Time Off

11.7.1 **Compensatory Time**

Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time (to a maximum of 240 hours) may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Director). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.

11.7.2 **Payment on Separation from Service**

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

Section 11.8 Meal Break

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

Section 11.9 Relief Breaks

All members will be allowed two 15 minute breaks for every eight hours worked and one additional 15 minute break for each additional four hour increment.

Section 11.10 Time Changes

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

Section 11.11 Training Requirement

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

Section 11.12 Shift Supervisors Acting as Department Head

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

11.12.1 Department Head Unavailable

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

11.12.2 Acting Department Head Standby

Standby provisions as outlined in Section 11.13 applies to times when the Acting Dispatch Center Department Head is not on duty but available to report to work as needed.

11.12.3 Acting Department Head Pay

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

Section 11.13 Dispatch Supervision

11.13.1 **Acting Supervisor**

Acting Shift Supervisor may be used on a continuing basis for a period up to 12 months, which may be extended by mutual consent. Acting Shift Supervisor enjoys all emoluments of regular Shift Supervisor during the period they are in acting capacity.

11.13.1.1 Pay Calculation

Acting Supervisors will be paid at their current step on the Dispatch Supervisor pay scale.

Section 11.14 Shift Supervisor Shortage

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

Section 11.15 Supervisor Compensatory Time

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

Section 11.16 Standby

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

11.16.1 **Immediate Recall**

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

11.16.2 **Standby**

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

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

11.17.1 **Blended Schedules**

Management reserves the right to implement blended schedules within units.

11.17.2 **Forty-Hour Work Week Schedules:**

11.17.2.1 **Five Days, Eight Hour Shifts**

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

11.17.2.1.2 See [Article 30](#) - No Days Off (NDO)

11.17.3 **Four Day, 10 Hour Shifts**

11.17.3.1 A mutually agreeable alternative to the normal five-day, eight-hour work week is four workdays preceded or followed by three consecutive days off. The member is guaranteed four 10-hour days within the work week provided they are ready, willing, and able to work, unless suspended, on lay-off, or on leave without pay. The four-day work week consists of four 10-hour workdays. Hours worked on a normal workday will be paid in accordance with the Agreement, based on a 10-hour workday. Accordingly, members will receive overtime compensation for all hours exceeding 10 hours in work status per day.

11.17.3.2 A member who works a 4/10 schedule will be paid overtime for all hours worked in excess of 10 hours in a day.

11.17.3.3 See [Article 30](#) - No Days Off (NDO)

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

11.17.4.1 A mutually agreeable alternative for FECC to the normal forty-hour work week schedules (five day, eight hour work week or four day, 10 hour work week) consists of a work week of an alternating schedule of three 12 hour consecutive work days, followed by four consecutive days off, and four 12 hour work days followed by three consecutive days off.

11.17.4.2 See [Article 30](#) - No Days Off (NDO)

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

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

11.17.5 **Miscellaneous Provisions**

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

ARTICLE 12 HOLIDAYS

Section 12.1 Holidays

The following days are considered holidays with no deductions in pay:

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

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

Section 12.2 Weekend Holidays

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

Section 12.3 Holiday During Leave

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

Section 12.4 Holiday Compensatory Time

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

ARTICLE 13 LEAVE

Section 13.1 Personal Leave

13.1.1 Personal Leave Accumulation

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

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

13.1.2 Personal Leave Cap

The maximum leave bank accumulation for an employee is 600 hours. At the end of a calendar year any employee that has over 600 hours, will have their unscheduled leave in excess of 600 hours cashed out on their final paycheck of the calendar year.

Effective 31 Dec 2022, any employee who has over 600 hours accumulation of leave will be able to use the Grandfather clause one time and one time only:

Grandfather Clause: Employees who exceed the 600 hours of leave accumulation will be grandfathered in without a cap. If this clause is used, and they then drop below 600 hours, all leave in excess of 600 hours will be cashed out on their final paycheck of the calendar year.

Section 13.2 Leave Requests

Scheduled personal leave may be taken at any time mutually agreeable to the Department Head, or designee, and the employee. When Personal Leave is used for illness, the employee must notify the supervisor not later than one hour prior to the employee's scheduled reporting time. Such use of Personal Leave may not be

denied. The parties agree to work together to prevent the misuse of Personal Leave as sick leave.

Section 13.3 Scheduled Personal Leave

13.3.1 Personal Leave Scheduling

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

13.3.2 Leave Denied, Cancelled, or Terminated

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

13.3.3 Leave Usage

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

Section 13.4 Termination

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

Section 13.5 Draw down of Personal Leave

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

Section 13.6 Exceptions Regarding Leave Cash-Outs

13.6.1 Leave Cash-out for Deferred Compensation

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

13.6.2 Leave Cash-out for Hardship

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

13.6.3 Leave Cash-out Change in Job Status

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

Section 13.7 Leave Without Pay

13.7.1 Authority

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

13.7.2 **Leave Without Pay Request**

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

13.7.3 **Requested Reduction in Hours**

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

Section 13.8 Military Leave

An Employee who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed a leave of absence for required training or duty for a period not exceeding 20 working days per calendar year. Such military leave will be with basic rate if all military pay, not to include reimbursements for lodging, food, etc., the Employee receives for the duties performed on such leave is paid to the City. The Mayor may grant additional periods of military leave in the event of hardship due to an extended involuntary employee call up in conformity with federal and state law.

Section 13.9 Family Medical Leave Act

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

Section 13.10 Donated Leave

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

13.10.1 Minimum Hours Donated Leave

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

13.10.2 Donated Leave Conversion

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

Section 13.11 Business Leave

13.11.1 Business Leave Annual Donations

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

13.11.2 **Voluntary Business Leave Donation**

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

13.11.3 **Business Leave Withdrawal**

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

ARTICLE 14 PAY PERIODS

Section 14.1 Pay Periods

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

Section 14.2 Change of Pay Period

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

Section 14.3 Employee Time Sheets

14.3.1 Leave and Earnings Statement

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

14.3.2 Time Sheet Changes

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

14.3.3 Time Sheet Disclosure

Time Sheets will be made available by the Employer for inspection by the Employee or PSEA Representative upon 24 hours' notice by the Association.

Section 14.4 PERS Contribution

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

ARTICLE 15 PROBATION

Section 15.1 Probationary Period

All Department employees will serve a probationary period effective from the date of hire and extending six months beyond Field Training and Evaluation Program (FTEP).

Section 15.2 Promotional Probation

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

15.2.1 Probation Length

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

Section 15.3 Extensions to the Probationary Periods

The probationary period may be extended under certain circumstance where the employee's work performance is not able to be observed closely, as follows:

- 15.3.1 Personnel who have been placed on Leave Without Pay (LWOP) will have their probationary period extended for the like number of days they are not able to perform their duties or are away from work.
- 15.3.2 Administrative Leave (Disciplinary or Criminal). Personnel who are placed paid or unpaid Administrative Leave as part of a disciplinary or pre-disciplinary process, Internal Affairs (IA) Review, and/or criminal investigation will have their probationary period extended for the like number of days they are not able to perform their duties and are away from work.
- 15.3.3 Plans for Improvement Extension. Personnel who are within their initial or promotional probationary periods and are placed on an Individual Plan for Improvement will have their probationary period extended beyond the 6 months period. The extension will be set to an appropriate number of days that would be reasonable to allow the employee to successfully meet their plan for improvement requirements and to satisfactorily fulfill the job standards and requirements.
- 15.3.4 Other Non-Disciplinary Circumstances. Personnel who are in their initial probationary period of employment and are absent

from duty due to no-fault of their own or because of unforeseen circumstances not listed above, defined but not limited to FMLA, physical injury, light duty, or other circumstances which prevent them from performing their regularly assigned duties, and/or which do not allow close observations of their work performance in their primary position, may have their probationary period extended for the like number of days they are not present to perform their duties.

- 15.3.5 Physical or other injuries that result in a fitness for duty evaluation while within their initial hire probationary period may result in termination of employment.
- 15.3.6 Personnel who have been extended must be notified in writing using the Professional Development Form (PDF) and must acknowledge by signature of the action plan listed on the PDF form.

Section 15.4 Pay During Probation

After the first 6 months of probation the employee will move to the appropriate step on the pay scale.

Section 15.5 Returning to Bargaining Unit

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

ARTICLE 16 LAY-OFF AND RECALL

Section 16.1 Lay-off

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

Section 16.2 Lay-off Bumping

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

Police:
Lieutenant
Sergeant
Detective
Police Officer/Investigator
Administrative Assistant

Evidence Custodian
Clerk

Dispatch:
Shift Supervisor
Dispatcher
Administrative Assistant
Call Taker
Clerk

Section 16.3 Lay-off Order

16.3.1 Inverse Seniority

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

16.3.2 Notification of Lay-off

The member will have five business days from the date they receive the lay-off notice and a lay-off list of all positions in the classification seniority group in which to exercise an election. Each member displaced by this procedure will, in turn, have the right to use this procedure.

16.3.3 Seniority Determination

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

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

16.3.4 **Other Classification Lay-off**

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

16.3.5 **Non-Bargaining Unit Employee**

No permanent Bargaining Unit employee may be laid off because a non-Bargaining Unit employee wishes to return from their position to a Bargaining Unit position.

16.3.6 **Other Classification Hiring**

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

16.3.7 **Temporary Recall**

If the City hires a recalled member for a position which lasts 30 days or less, the recalled member will receive 15% above base wage in lieu of benefits.

16.3.8 **Permanent Recall**

If the position lasts over 30 days, the recalled member will be given regular status during the period of recall. In such event, the recalled member is not entitled to the 15% in lieu of benefits.

Section 16.4 Written Notice

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

Section 16.5 Lay-off Procedure

16.5.1 Lay-off List

Procedure upon lay-off. The laid off member will be placed on the lay-off list for that classification group from which the member was laid off, and for the Bargaining Unit. Recall rights exist for five years from the effective date of the lay-off.

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

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

Section 16.6 Notice of Recall

Notice of recall must be sent to all eligible laid off members by Certified Mail to the last address provided the City Personnel Office by the member and to the Association office in writing. The members on the recall list must within 14 days after receipt of the recall notice notify the City in writing as to their decision regarding the recall offer. The member at the top of the recall list will have the first opportunity to accept the position provided they possess the qualifications for the position being recalled. If the City does not receive notice as required above from the member first eligible for recall within 14 days of when the recall notice was postmarked, then that member goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position.

ARTICLE 17 SENIORITY

Section 17.1 Termination of Seniority

Department Seniority will be terminated upon:

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

Section 17.2 Seniority Preserved

Department Seniority will not be interrupted by:

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

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

Section 17.3 Seniority Defined

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

Section 17.4 Seniority Promotion/Demotion

17.4.1 Promoting Outside of Bargaining Unit

If a member is promoted into a classification in the Department outside this Bargaining Unit, their classification seniority will continue to accrue in their former position for up to six months after promotion. Thereafter, the Bargaining Unit and classification seniority of the member promoted outside the Bargaining Unit terminates.

17.4.2 Returning to Bargaining Unit

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

Section 17.5 Transfer / Return Seniority

17.5.1 Change in Classification

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

17.5.2 Involuntary Return for Disciplinary Reasons

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

17.5.3 Involuntary Return for Non-Disciplinary Reasons

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

17.5.4 Temporary Seniority Accrual

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

ARTICLE 18 DISCIPLINARY ACTION

Section 18.1 Counseling

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

Section 18.2 Written Reprimand

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

Section 18.3 Suspension Without Pay

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

Section 18.4 Reasons for Dismissal

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

- Failure to meet prescribed standards of work, morality and ethics to an extent that makes a member unsuitable for employment in the Department
- Theft or unjustified destruction of City property
- Incompetence, inefficiency, or negligence in the performance of duty
- Insubordination
- Conviction of a felony, or a misdemeanor involving moral turpitude

- Notoriously disgraceful personal conduct
- Unauthorized absence
- Acceptance of any consideration which was given or accepted with the expectation of influencing the member in the performance of their duties
- Falsification of records or use of official position for personal advantage
- Threatening or intimidating action against another member.

Section 18.5 Termination Pay

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

Section 18.6 Appeal

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

Section 18.7 Notice of Termination from City

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

Section 18.8 Notice of Termination from Employee

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

Section 18.9 Standards for Demotion/Discharge

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

ARTICLE 19 CLASSIFICATION AND HOURLY WAGE RATES

Section 19.1 Special Duty Pay

Employees performing department sanctioned on the job training, personnel assigned to PIO duties, Lieutenants and Sergeants assigned to Investigations, lead detectives, and K-9 Officers will receive a 5% allowance for the performance of these duties. This allowance will be calculated on the base wage of the employee.

A maximum of 6 patrol officers will be assigned to the FTO program. This program will have an established guidelines and qualifications set by Chief of Police or designee. These 6 patrol officers will be paid the FTO (5%) for all hours worked even when not performing on the job training.

Section 19.2 Differential

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

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

Section 19.4 Recruit Officer Pay in the Academy

- 19.4.1 Recruit Officers attending the Basic Peace Officers Training Course are assigned to a 16-hour duty day for seven days per week.
- 19.4.2 All duty in excess of 40 hours per week, or 8 hours in a day, will be paid at the academy overtime rate. The academy rate of pay is defined in part 19.4.4 of this Article.

- 19.4.3 Police Officers returning to regular service after completing the Police Academy will move to Recruit II step.
- 19.4.4 The academy rate would replace the existing Recruit 1 pay step and is designed to be the equivalent pay as the current Recruit 1 step for 40 credit hours.
- 19.4.5 The academy provisions will supersede any conflicting overtime work rules found in this agreement for all members in Recruit 1 status.

Section 19.5 Lateral Hires

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

Section 19.6 Classification Changes

19.6.1 Promotion

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

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

19.6.2 **Involuntary Change of Classification**

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

19.6.3 **Voluntary Change of Classification**

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

19.6.4 **Disciplinary Change of Classification**

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

Section 19.7 City Created New or Changed Classifications

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

Section 19.8 The City may assign Detectives, on a temporary basis, to the Investigations Division, so long as those assigned positions do not exceed more than one half the overall authorized Detective positions. The temporary assignment is for a five-year period. In the event there are no applicants at the end of the assigned period, the employee may remain in the position for an additional year. This process will be continued until a new employee is assigned to the position. Pursuant to this agreement, any employee assigned into a Detective position will be placed on the appropriate step on the pay scale. Temporary assignments to the Investigations Division will be evaluated by the Investigations Lieutenant who may recommend reassignment out the of the Division if the employee's work expectations fall below supervisory standards.

Section 19.9 New or Changed Classifications

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

ARTICLE 20 EDUCATION PAY

Section 20.1 Education and Certification Pay

20.1.1 Licensing and Certification

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

20.1.2 APSC Certification Pay

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

20.1.3 Lieutenant APSC Pay

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

Section 20.2 Continuing Education Reimbursement

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

Section 20.3 Continuing Education Reimbursement

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

Section 20.4 Lieutenant Seminar or Training

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

Section 20.5 Commitment to Professional Development

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

ARTICLE 21 EQUIPMENT AND CLOTHING

Section 21.1 City Issued

Employees who are issued equipment for City use will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe or unserviceable, it must be turned in to the City to be repaired or replaced. Employees must use all reasonable means to protect and secure all City property, equipment and supplies. Upon termination of employment, each Employee must return to the City any property of any kind belonging to the City

Section 21.2 Equipment and Clothing Property

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

Section 21.3 Personal Property

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

Section 21.4 Improved Equipment

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

21.4.1 Unsafe Equipment

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

Section 21.5 Cleaning Allowance

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

Section 21.6 Initial Issue Uniforms.

21.6.1 Issued Clothing

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

Police Department

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

\$125/yr. For summer footwear

\$150/yr. For winter footwear

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

Gun belt set with Weapon	1
Coveralls*	1 set

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

*As required by the Department.

**Newly hired officers will be issued above marked items in good condition, allowing for Department purchase/ordering time.

Section 21.7 Sidearm

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

Section 21.8 Clothing Allowance

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

Section 21.9 Incidental Purchase Allowance

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

ARTICLE 22 FILLING OF VACANCIES

Section 22.1 Promotion/Transfer

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

Section 22.2 Qualifications

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

Section 22.3 Vacancy Announcements

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

Section 22.4 Advertised Internally First

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

Section 22.5 Eligibility After Probationary Period

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

Section 22.6 Transfer Within Bargaining Unit

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

Section 22.7 Qualifications for Promotion

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

- Applicants must meet minimum qualifications in recruitment announcements.
- Applicants must satisfactorily pass competitive examinations when applicable.
- Performance evaluation reports, if available, will be considered.
- Pre-test qualifications required for the rank of Sergeant will be an APSC Intermediate Certificate or equivalent.
- Pre-test qualifications required for the rank of Lieutenant will include an advanced certification from the APSC, or equivalent, and an equivalent of time-in-rank and/or college education as presently required by City promotional standards.

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

Section 22.8 Probationary Period

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

ARTICLE 23 PERSONNEL RECORDS

Section 23.1 File Maintenance

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

Section 23.2 Personnel File Contents

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

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

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

Section 23.3 Employee Access to Personnel Files

23.3.1 Access to Employee File

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

23.3.2 Pre-Employment File

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

Section 23.4 Record of Disciplinary Actions

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

Section 23.5 Supervisor Files

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

Section 23.6 Disciplinary Action Files

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

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

Section 23.7 No Other Files

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

Section 23.8 Five Year Documentation Restriction

Documents reflecting disciplinary action contained within a member's personnel file which are dated five years or older, may not be examined or considered for use at subsequent disciplinary or promotional proceedings. Access to such documents is limited as provided for in Section [23.3](#) of this Article.

Section 23.9 Citizen Complaints

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

Section 23.10 Removal of File Information

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

ARTICLE 24 MANUAL OF DIRECTIVES

Section 24.1 Manual of Policy & Procedure

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

Section 24.2 Time from Proposal to Effective Date

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

ARTICLE 25 TRAVEL AND PER DIEM

Section 25.1 Official Travel Outside City of Fairbanks

The City will fully pay the employee for travel, lodging, parking, and other required expenses. The City will use the State of Alaska per diem rates for all travel meals and optional items. At no time will the City pay per diem rates when employees attend training encompassing lodging and meals (three per day) provided.

Section 25.2 Use of Personal Vehicles

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

ARTICLE 26 ORAL OR WRITTEN AGREEMENT

Section 26.1 Conflict of This Agreement Employee

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

Section 26.2 Conflict of This Agreement City

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

ARTICLE 27 TEMPORARY HIRES

Section 27.1 Temporary Employee Definition

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

Section 27.2 Temporary Employees

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

Section 27.3 Maximum Temporary Period

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

Section 27.4 Temporary Employee Benefits

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

Section 27.5 Temporary Employee Overtime

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

Section 27.6 Temporary Employee Work Rules

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

Section 27.7 Temporary Employee Overtime

All hours worked over 40 hours per week by temporary employees will be considered overtime and payable at one and one-half times the rate of pay as set in the pay scale.

[See Appendix B](#)

ARTICLE 28 PART-TIME EMPLOYEES

Section 28.1 Part-Time Employee Definition

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

Section 28.2 Part-Time Employee

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

Section 28.3 Part-Time Employee Records

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

Section 28.4 Part-Time Employee Benefits

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

Section 28.5 Part-Time Employee Overtime

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

Section 28.6 Part-Time Employee Work Rules

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

Section 28.7 Part-Time Employee Overtime

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

ARTICLE 29 MISCELLANEOUS

Section 29.1 Current Agreement and Letters of Agreement

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

Section 29.2 Difference or Conflict of Agreement

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

Section 29.3 Performance of Work

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

Section 29.4 Sole and Complete Agreement

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

ARTICLE 30 DEFINITION OF TERMS

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

Section 30.1 Anniversary Date

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

Section 30.2 Appropriate Medical Professional

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

Section 30.3 Bargaining Unit

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

Section 30.4 Base Rate

"Base rate" means the minimum contract rate for a classification.

Section 30.5 City

"City" means the City of Fairbanks, Alaska.

Section 30.6 Classification

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

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

Section 30.7 Classification or Class

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

Section 30.8 Days

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

Section 30.9 Department

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

Section 30.10 Duty Day

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

Section 30.11 Emergency Situation

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

Section 30.12 Employee

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

Section 30.13 Employer

"Employer" means the City of Fairbanks, Alaska.

Section 30.14 FGC

"FGC" means the Fairbanks General Code.

Section 30.15 Holiday Rate

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

Section 30.16 Lie Detector

Means a device or instrument used to measure deception. Including but not limited to: Polygraph, Eye Detect, and Voice Stress Analysis.

Section 30.17 Member

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

Section 30.18 No Days Off (NDO) Comp

Any member who is forced to work any hours which prevents them from having 48 consecutive hours off for those employees working 10- or 12-hour shift schedules, or 24 hours off for those employees working an eight hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 and 0.5 compensatory time. (Any forced hours worked within the 48 consecutive hours off or 24 consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 plus, 0.5 compensatory time.)

Section 30.19 Non-Permanent Employee

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

Section 30.20 Personnel File

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

Section 30.21 Police Officer Recruit

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

Section 30.22 Promotion

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

Section 30.23 Shift

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

Section 30.24 Tour

"Tour" is a four-month shift assignment.

Section 30.25 Transfer

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

Section 30.26 Volunteered Overtime

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

Section 30.27 Work Forced Over 12 Hours in a 24-Hour Period (WFO)

Those hours of work forced over 12 hours in any employee's 24-hour day will be paid at the basic rate plus shift differential multiplied by 1.5 plus, 0.5 compensatory time.

Section 30.28 Work Forced Over 12 Consecutive Hours (WFO)

Those hours of work forced over 12 consecutive hours will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

ARTICLE 31 EXECUTION OF AGREEMENT

THIS AGREEMENT, CONSISTING OF 121 PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON _____ AND BY THE MEMBERSHIP OF THE ASSOCIATION ON _____. AGREEMENT UPDATED _____.

CITY OF FAIRBANKS

PUBLIC SAFETY EMPLOYEE ASSOCIATION

Jim Matherly Date
Mayor, City of Fairbanks

Andrew Wixon Date
Chapter Chair

Ron Dupee Date
Chief of Police

Richard Sweet Date
Negotiator

Angela Foster-Snow Date
Lead Negotiator

Robert Hall Date
Negotiator

Kristi Merideth Date
FECC Manager

Angela Modrell Date
Negotiator

Mike Sanders Date
Fairbanks City Chief of Staff

PSEA Administrator Date

APPENDIX A

Appendix A: Regular Days Off (RDO) Chart

Shift	Regular Hours Off	For all shifts 24 hours runs from start of normal shift time. Examples: 0700-0700; 1500-1500; 1900-1900						
8 hour	24							
10 hour	48							
12 hour	48	Day 1 is the day employee's normal shift starts on.						
		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8 hour shift		Day 1	Day 2	Day 3	Day 4	Day 5	RDO 1	RDO 2
		RDO 2	Day 1	Day 2	Day 3	Day 4	Day 5	RDO 1
If forced causing less than 24 consecutive hours off, based on normal shift start time, during RDO, then double time.		RDO 1	RDO 2	Day 1	Day 2	Day 3	Day 4	Day 5
		Day 5	RDO 1	RDO 2	Day 1	Day 2	Day 3	Day 4
		Day 4	Day 5	RDO 1	RDO 2	Day 1	Day 2	Day 3
		Day 3	Day 4	Day 5	RDO 1	RDO 2	Day 1	Day 2
		Day 2	Day 3	Day 4	Day 5	RDO 1	RDO 2	Day 1
10 hour shift		Day 1	Day 2	Day 3	Day 4	RDO 1	RDO 2	RDO 3
		RDO3	Day 1	Day 2	Day 3	Day 4	RDO 1	RDO 2
If forced causing less than 48 consecutive hours off, based on normal shift start time, during RDO, then double time.		RDO 2	RDO 3	Day 1	Day 2	Day 3	Day 4	RDO 1
		RDO 1	RDO 2	RDO 3	Day 1	Day 2	Day 3	Day 4
		Day 4	RDO 1	RDO 2	RDO 3	Day 1	Day 2	Day 3
		Day 3	Day 4	RDO 1	RDO 2	RDO 3	Day 1	Day 2
		Day 2	Day 3	Day 4	RDO 1	RDO 2	RDO 3	Day 1
12 hour shift		Day 1	Day 2	Day 3	RDO 1	RDO 2	RDO 3	RDO 4
If forced causing less than 48 consecutive hours off, based on normal shift start time, during RDO, then double time.		Day 1	Day 2	Day 3	Day 4	RDO 1	RDO 2	RDO 3
		RDO 1	RDO 2	RDO 3	RDO 4	Day 1	Day 2	Day 3
		RDO 1	RDO 2	RDO 3	Day 1	Day 2	Day 3	Day 4
Example of 48 hours off from start of shift time until start of shift time 48 hours later: 1900 RDO 1 to 1900 RDO 3; 1900 RDO 2 to 1900 RDO 4; 1900 RDO 3 to 1900 RDO 4								
		RDO 1	RDO 2	RDO 3	RDO 4			
		0700	0700	0700	0700			
		0900	0900	0900	0900			
		1100	1100	1100	1100			
		1300	1300	1300	1300			
		1500	1500	1500	1500			
		1700	1700	1700	1700			
		1900	1900	1900	1900			
		2100	2100	2100	2100			
		2300	2300	2300	2300			

APPENDIX B – PSEA 2022 PAY SCALE

CITY OF FAIRBANKS PSEA SCHEDULE B																				
Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Administration Assistant	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17	\$29.75	\$30.35	\$30.96	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74
Clerk - FT	\$23.08	\$23.54	\$24.01	\$24.49	\$24.98	\$25.48	\$25.99	\$26.51	\$27.04	\$27.58	\$28.13	\$28.69	\$29.26	\$29.85	\$30.45	\$31.06	\$31.68	\$32.31	\$32.96	\$33.62
Dispatcher Supervisor	\$31.08	\$31.70	\$32.34	\$32.99	\$33.65	\$34.32	\$35.00	\$35.70	\$36.42	\$37.15	\$37.90	\$38.65	\$39.42	\$40.21	\$41.02	\$41.83	\$42.67	\$43.52	\$44.40	\$45.29
Dispatcher	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17	\$29.75	\$30.35	\$30.96	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74
Front Desk Call Taker FT	\$23.08	\$23.54	\$24.01	\$24.49	\$24.98	\$25.48	\$25.99	\$26.51	\$27.04	\$27.58	\$28.13	\$28.69	\$29.26	\$29.85	\$30.45	\$31.06	\$31.68	\$32.31	\$32.96	\$33.62
Evidence Custodian	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17	\$29.75	\$30.35	\$30.96	\$31.58	\$32.21	\$32.85	\$33.51	\$34.18	\$34.86	\$35.56	\$36.27	\$37.00	\$37.74
Lieutenant	\$41.24	\$42.06	\$42.90	\$43.76	\$44.64	\$45.53	\$46.44	\$47.37	\$48.32	\$49.29	\$50.28	\$51.29	\$52.32	\$53.37	\$54.44	\$55.53	\$56.64	\$57.77	\$58.93	\$60.11
Sergeant	\$37.49	\$38.24	\$39.00	\$39.78	\$40.58	\$41.39	\$42.22	\$43.06	\$43.92	\$44.80	\$45.70	\$46.61	\$47.54	\$48.49	\$49.46	\$50.45	\$51.46	\$52.49	\$53.54	\$54.61
Detective	\$35.70	\$36.41	\$37.14	\$37.88	\$38.64	\$39.41	\$40.20	\$41.00	\$41.82	\$42.66	\$43.51	\$44.38	\$45.27	\$46.18	\$47.10	\$48.04	\$49.00	\$49.98	\$50.98	\$52.00
Police Officer	\$34.00	\$34.68	\$35.37	\$36.08	\$36.80	\$37.54	\$38.29	\$39.06	\$39.84	\$40.64	\$41.45	\$42.28	\$43.13	\$43.99	\$44.87	\$45.77	\$46.69	\$47.62	\$48.57	\$49.54
P.O. Academy Pay	\$7.82	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P.O. Recruit II	\$30.61	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P.O. Recruit III	\$32.30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

01.28.22A

ADDENDUM NO. 1 – PSEA AGREEMENT

Introduced By: Mayor Matherly
Finance Committee Meeting: February 22, 2022
Introduced: February 28, 2022

ORDINANCE NO. 6199

**AN ORDINANCE AMENDING THE 2022 OPERATING
AND CAPITAL BUDGETS FOR THE FIRST TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2022 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 2022 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, 2022 and ending December 31, 2022 (see pages 2 and 3):

GENERAL FUND

REVENUE	MAYOR PROPOSED BUDGET	REVIEW PERIOD INCREASE (DECREASE)	PROPOSED COUNCIL APPROPRIATION
Taxes (all sources)	\$ 23,164,992	\$ -	\$ 23,164,992
Charges for Services	5,507,910	-	5,507,910
Intergovernmental Revenues	1,874,078	-	1,874,078
Licenses and Permits	1,712,850	-	1,712,850
Fines and Forfeitures	426,500	-	426,500
Interest and Penalties	140,000	-	140,000
Rental and Lease Income	136,762	-	136,762
Other Revenues	220,000	-	220,000
Other Financing Sources	5,213,760	(2,000,000)	3,213,760
Total revenue appropriation	<u>\$ 38,396,852</u>	<u>\$ (2,000,000)</u>	<u>\$ 36,396,852</u>
EXPENDITURES			
Mayor Department	\$ 702,040	\$ 10,800	\$ 712,840
Legal Department	222,230	810	223,040
Office of the City Clerk	442,595	1,590	444,185
Finance Department	931,290	5,810	937,100
Information Technology	2,417,715	-	2,417,715
General Account	4,695,500	38,281	4,733,781
Police Department	7,482,985	300,117	7,783,102
Communications Center	2,536,100	138,470	2,674,570
Fire Department	7,703,458	16,810	7,720,268
Public Works Department	8,935,614	442,177	9,377,791
Engineering Department	907,320	8,440	915,760
Building Department	710,240	4,190	714,430
Total expenditure appropriation	<u>\$ 37,687,087</u>	<u>\$ 967,495</u>	<u>\$ 38,654,582</u>
Estimated general fund balance	\$ 11,260,532	\$ 3,214,644	\$ 14,475,176
Prior year encumbrances	-	(272,775)	(272,775)
Transfers to other funds	-	(2,000,000)	(2,000,000)
Increase (Decrease) to fund balance	709,765	(694,720)	15,045
2022 estimated unassigned balance	<u>\$ 11,970,297</u>	<u>\$ 247,149</u>	<u>\$ 12,217,446</u>

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$10,000,000.

\$ 7,730,916

CAPITAL FUND

<u>REVENUE</u>	MAYOR PROPOSED BUDGET	REVIEW PERIOD INCREASE (DECREASE)	PROPOSED COUNCIL APPROPRIATION
Transfer from Permanent Fund	\$ 689,313	\$ -	\$ 689,313
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	260,743	-	260,743
IT	50,000	-	50,000
Police	180,000	-	180,000
Communications Center	140,000	-	140,000
Fire	140,000	-	140,000
Building	10,000	-	10,000
Total revenue appropriation	<u>\$ 1,865,056</u>	<u>\$ 2,000,000</u>	<u>\$ 3,865,056</u>
 <u>EXPENDITURES</u>			
Property Repair & Replacement	\$ 480,000	\$ 1,536,058	\$ 2,016,058
Public Works Department	415,000	132,261	547,261
Garbage Equipment Reserve	800,000	-	800,000
IT Department	192,304	33,147	225,451
Police Department	205,709	232,322	438,031
Communications Center	56,960	-	56,960
Fire Department	-	50,000	50,000
Road Maintenance	473,576	108,543	582,119
Total expenditure appropriation	<u>\$ 2,623,549</u>	<u>\$ 2,092,331</u>	<u>\$ 4,715,880</u>
Estimated capital fund unassigned balance	\$ 5,614,826	\$ 1,383,658	\$ 6,998,484
Estimated capital fund assigned balance	6,433,919	990,600	7,424,519
Prior year encumbrances	-	(448,686)	(448,686)
Increase (Decrease) to fund balance	(758,493)	356,355	(402,138)
2022 estimated fund balance	<u>\$ 11,290,252</u>	<u>\$ 2,281,927</u>	<u>\$ 13,572,179</u>

SECTION 2. This ordinance also appropriates the use of emergency snow removal funds in the amount of \$250,000 as designated by the Mayor.

SECTION 3. 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, 2022 and ending December 31, 2022.

SECTION 4. The effective date of this ordinance shall be the 14th day of March 2022.

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. 6199
AMENDING THE 2022 OPERATING AND CAPITAL BUDGETS
FOR THE FIRST TIME

GENERAL FUND
\$2,000,000 Decrease in Revenue
\$967,495 Increase in Expenditures

Revenue

1. Tax Revenue
2. Charges for Services
3. Intergovernmental Revenues
4. License and Permits
5. Other Revenue
6. Other Financing Sources
 - (\$2,000,000) transfer to the capital fund

Expenditures

1. Mayor & Council
 - \$10,000 increase in annual leave accrual
 - \$800 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)
2. City Attorney's Office
 - \$810 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)
3. City Clerk's Office
 - \$1,590 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)
4. Finance Department
 - \$5,810 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)
5. Information Technology

6. General Account

- \$23,281 increase for encumbrance carryforward
- \$15,000 increase for OSHA compliance repairs

7. Police Department

- \$38,207 increase for encumbrance carryforward
- \$600 increase in benefits for health care (Ordinance 6148 IBEW)
- \$261,310 increase in salaries and benefits (Ordinance 6198 PSEA)

8. Dispatch

- \$880 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)
- \$137,590 increase in salaries and benefits (Ordinance 6198 PSEA)

9. Fire Department

- \$1,810 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)
- \$15,000 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% (Ordinance 6185 FFU)

10. Public Works

- \$211,287 increase for encumbrance carryforward
- \$890 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)
- \$200,000 increase in salaries and benefits for temporary workers
- \$30,000 increase in other rental to cover costs for the remainder of the year

11. Engineering

- \$8,440 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)

12. Building Department

- \$4,190 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care (Ordinance 6148 IBEW)

CAPITAL FUND
\$2,000,000 Increase in Revenue
\$2,092,331 Increase in Expenditures

Revenue

1. Other Financing Sources
 - \$2,000,000 transfer from general fund to capital fund

Expenditures

1. Property Repair & Replacement
 - \$152,413 increase for encumbrance carryforward
 - \$999,645 increase for city hall steam replacement project (reappropriation)
 - \$329,000 increase for Police Station 2nd Floor balcony expansion (reappropriation)
 - \$40,000 increase for roof repairs (reappropriation)
 - \$15,000 increase for golden heart plaza (reappropriation)
2. Public Works
 - \$132,261 increase for encumbrance carryforward
3. Garbage Equipment Reserve
4. IT Department
 - \$33,147 increase for encumbrance carryforward
5. Police Department
 - \$22,322 increase for encumbrance carryforward
 - \$210,000 increase for police vehicles (\$100,000 reappropriation)
6. Communications Center
7. Fire Department
 - \$50,000 increase for pumper equipment
8. Road Maintenance
 - \$108,543 increase for encumbrance carryforward

Introduced By: Council Member Gibson
Finance Committee Review: February 22, 2022
Date: February 28, 2022

ORDINANCE NO. 6200

AN ORDINANCE GRANTING A TAX EXEMPTION FOR PRIVATELY OWNED REAL PROPERTY USED AS A CHARTER SCHOOL

WHEREAS, under AS 29.45.050, a municipality may exempt or partially exempt from taxation privately owned real property rented or leased for use as a charter school established under AS 14.03.250; and

WHEREAS, the Fairbanks North Star Borough has granted such an exemption under the provisions of FNSBC Sec. 08.04.060(S); and

WHEREAS, this tax exemption allows charter schools to put those funds toward raising operational costs; and

WHEREAS, under FGC Sec. 74-31, the City Council must approve all optional exemptions before they become effective within the City.

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

SECTION 1. FGC Chapter 74, Taxation, Article II, Property Tax, is hereby amended by adding Section 74-37, Charter School Tax Exemption, as follows:

FGC Sec. 74-37. Charter School Tax Exemption.

As permitted by AS 29.45 and under FNSBC Sec. 08.04.060(S), privately owned real property used as a charter school established under AS 14.03.250 is exempt from taxation under this Article under the same terms and conditions and to the same extent as the exemption granted by the Fairbanks North Star Borough.

SECTION 2. The effective date of this ordinance is the 1st day of January 2023.

Jim Matherly, Mayor

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 6200

Abbreviated Title: TAX EXEMPTION FOR PRIVATELY OWNED CHARTER SCHOOL

Department(s): _____

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:

PROJECTS:	TOTAL
TOTAL	\$ -

FUNDING SOURCE:	TOTAL
GENERAL FUND (PROPERTY TAXES)	\$ (24,580.00)
TOTAL	\$ (24,580.00)

This fiscal note is based on three properties that may qualify for the exemption with a total taxable assessed value of \$4,266,667 at the current mill levy rate of 5.761. There may be other properties that have not been identified.

Reviewed by Finance Department: Initial mb Date 2/23/2022