



FAIRBANKS CITY COUNCIL
AGENDA NO. 2022-06
REGULAR MEETING – MARCH 14, 2022
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

WORK SESSION
5:30 p.m. – Golden Heart Plaza Lease

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 February 28, 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
5291	The Attic	Beverage Dispensary – Duplicate	The Last Roundup, LLC	2701 S. Cushman Street (upstairs)
4344	Bahn Thai Restaurant	Restaurant/Eating Place	Somnuk, LLC	541 Third Avenue

b) The Fairbanks City Council will hear interested citizens concerned with the following Marijuana License Application for Transfer of Ownership. Public testimony will be taken and limited to three minutes:

Type/License: Marijuana Product Manufacturing Facility, License #18493
 DBA: North Star Fire
 Applicant: North Star Fire, LLC
 Location: 3780 Leasure Street, Unit A, Fairbanks
 From Owner: Petrichor, LLC
 From DBA: Petrichor, LLC
 From Location: 3780 Leasure Street, Unit A, Fairbanks

c) The Fairbanks City Council will hear interested citizens concerned with the following Liquor License Application for Transfer of Location and Ownership and Restaurant Designation Permit. Public testimony will be taken and limited to three minutes:

Type/License: Restaurant/Eating Place, License #3381
 DBA: Bahn Thai Rama Restaurant
 Applicant: Somnuk, LLC
 Location: 338 Old Steese Highway, Fairbanks
 From Owner: C J Hot Pot & Asian Cuisine, Inc.
 From DBA: Bei Jing Hot Pot Asian Cuisine
 From Location: 1694 Airport Way, Fairbanks

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Resolution No. 4981 – A Resolution Approving the Reading of a Land Acknowledgement at the Beginning of Regular City Council Meetings. Introduced by (former) Council Member Kun and Council Members Therrien and Rogers. POSTPONED from the Regular Meeting of January 17, 2022. Note: The Fairbanks Diversity Council's recommendation is attached.
- b) 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. POSTPONED from the Regular Meeting of February 28, 2022.
- c) Ordinance No. 6198 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employee Association. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.
- d) Ordinance No. 6199 – An Ordinance Amending the 2022 Operating and Capital Budgets for the First Time. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.
- 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. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 5008 – A Resolution Urging the United States of America, State of Alaska, and European Union Stakeholders to Work Together to Facilitate the Development of Alaska's Natural Gas for Export to Democratic European Nations to Reduce Their Dependence on Russian Natural Gas. Introduced by Council Member Gibson.
- *b) Ordinance No. 6201 – An Ordinance to Amend FGC Sec. 2-86 Setting Council Member Compensation. Introduced by Council Member Therrien.

13. DISCUSSION ITEMS (Information and Reports)
 - a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL
 - *a) Chena Riverfront Commission Meeting Minutes of December 22, 2021

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION
 - a) AMLJIA/City – Roberts v. City Post-Arbitration (coverage) Settlement Negotiations

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, FEBRUARY 28, 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 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: D. Danyielle Snider, City Clerk
Paul Ewers, City Attorney
Michael Sanders, Chief of Staff
Kristi Merideth, FECC Manager (remotely)
Teal Soden, Communications Director
Rick Sweet, Deputy Police Chief
Clem Clooten, Building Official (remotely)
Jeff Jacobson, Public Works Director (remotely)
Scott Raygor, Interim Fire Chief
Zach Rittel, FFD
Nick Clark, FFD
Kyle Adams, FPD
Kevin Johnson, FFD
John Wagner, FFD
Will Vogt, FFD
Russell Dennis, FFD

INVOCATION

The Invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

Mayor Matherly asked **Mr. Cleworth** to lead the Flag Salutation.

CEREMONIAL MATTERS

Mayor Matherly introduced new police officer Kyle Adams and gave a brief history of his experience. Deputy Chief Sweet administered Ofc. Adams' Oath of Office, and his wife pinned him with his badge.

CITIZENS' COMMENTS

Zach Rittel, FFD – Z. Rittel spoke against Resolution No. 5005, stating that he believed it would be damaging to employee morale. He added that the new retirement system is far less expensive than repeatedly training new employees. He noted that risk is present not only in retirement systems, but also when under trained and inexperienced staff are working in dangerous situations.

Victor Buberger, Fairbanks – V. Buberger stated that it often feels like union negotiations happen during public testimony. He added that he believed most of the City firefighters are making well over \$100,000 a year, with significant increases every year. He stated that he worked without retirement benefits for 45 years and that he did not feel that either the police officers or firefighters would ever be happy with what the City offered them. He asked the Council to consider volunteer firefighters and offer on-the-job training. V. Buberger questioned the intention behind executive sessions and encourage the Council to be more transparent in its decision-making process.

David van den Berg, Fairbanks Downtown Association – D. van den Berg spoke in favor of Ordinance No. 6199, adding that if the timing of available funds is impacting the snow removal process there should be something in place to allow for Public Works to have access to emergency funds before a crisis arrives. He went on to speak to the downtown snow removal standards, adding that the City has failed to perform to the standard for the past two years. He stated he felt that removing the time constraints on funding would be helpful, noting that snow removal is essential to the success of the downtown area.

Ms. Rogers asked if the Downtown Association had considered implementing an improvement district. D. van den Berg stated that it had been attempted in 2013, but it did not pass. He noted that there would be issues obtaining equipment.

Nick Clark, FFD – N. Clark expressed his disappointment with the work session regarding HB 55, adding that he felt there was more of a philosophical belief issue than actual opposition to HB 55. He added that the City was the only municipality speaking out against the bill, and he addressed suggestions regarding seniority-based overtime. He stated he felt strongly that if HB 55 failed, the City would be left with unreliable public safety services, busted employee morale, and low recruitment. He added that the Council's opposition to the bill makes a statement that it does not support public safety employees, and he noted that retention issues could be fixed by the bill.

David Pruhs, Polaris Work Group – D. Pruhs shared that he was pleased to announce the end of a beginning in that on March 11, 2022, the U.S. Congress would be voting on the omnibus appropriation bill. He explained that if it passed, there would be \$10 MM for the demolition of the Polaris Building. D. Pruhs went on to share details about the next steps needed to complete the demolition, adding that an RFP to hire a deconstruction engineer was currently being drafted for

the City's approval. He noted that this had been a long process and added that if the vote goes in their favor, he would be able to retire this phase of the process.

Mr. Clark asked D. Pruhs if he would be working on the second phase; D. Pruhs indicated that he would likely be involved with the Polaris Working Group to ensure its continued success.

Ms. Therrien asked D. Pruhs to provide information on the bid to remove the annex attached to the Polaris Building. D. Pruhs shared that the total cost would be approximately \$400,000 with remediation. He added that he felt that a bid of \$500,000 per floor of the Polaris Building would be within their budget of \$10 MM. He added that the entirety of the contamination is still an unknown factor and cost.

Ms. Rogers asked D. Pruhs to clarify if he would still be leading the Working Group, and D. Pruhs confirmed.

Mr. Marney thanked D. Pruhs and his team.

Kevin Johnson, FFD – K. Johnson shared that he has worked at the Fairbanks Fire Department (FFD) for three years, adding that he comes from a multi-generational firefighting family. He stated he felt that the City's opposition to HB 55 could jeopardize his ability to stay in Alaska, forcing him to find work where he can enjoy better retirement options. He indicated that Resolution No. 5005 is in direct conflict with the City's mission statement and asked that the Council keep that in mind. He noted that the City is growing, and small bandages will not fix the bigger issues.

Alan Johnson, Fairbanks – A. Johnson shared that he is Kevin Johnson's father, adding that he has heard the discussions regarding firefighter retirement programs for over 60 years. He added that the FFD is a good place to work with a great training program, but most recruits leave for better benefits and pay. He noted that Alaska exports timber, oil, and fish, and he expressed hope that firefighters would not be added to that list.

Cameron Gladowski, Fairbanks – C. Gladowski shared that he left the Fairbanks Police Department (FPD) on February 20, 2022, adding that the morale had dropped significantly after hearing of the Council's opposition to HB 55. He noted that FPD and FFD had become training departments for other agencies. He stated that he would like to see more retention, which would result in better trained and experienced officers and firefighters within the City.

Siri Johnson, Fairbanks – S. Johnson spoke against Resolution No. 5005, adding that the Council's decision had an impact on City employees' futures. She went on to share that she had been born and raised in the Fairbanks area and that her family and her fiancé's family also lived in the area. She shared that she had always imagined raising her own family in Alaska. She concluded by saying that if the City could not provide for the public servants in the way they deserve, no one would want to work for the City, and families like hers will be forced to move away.

John Wagner, FFD – J. Wagner shared that he had recently been promoted within the FFD; he stated that he had started with the City in 2012. He shared that he had begun advising new recruits to find jobs elsewhere if they wanted to retire in the profession. He displayed a copy of Dr. Suess' book, "The Lorax," and likened the current situation between the Administration and the FFD to

the untenable atmosphere expressed in the children's book. He added that he works with a lot of wonderful people, many of whom are native to the Fairbanks area. He stated that without a secure retirement option, he felt obligated as a supervisor to encourage new recruits to leave the City and find jobs where they would be valued. He ended by reading an excerpt from "The Lorax."

Mr. Clark asked J. Wagner how many years he had been with the FFD; J. Wagner replied that he had been with the City for 10 years.

Ms. Rogers noted that it was off topic, but she asked J. Wagner if he would be interested in volunteering with a local reading program. J. Wagner replied that he would be interested.

Will Vogt, FFD – W. Vogt shared that he was a lifelong Alaskan and had always wanted to work for the FFD, the largest fire department in the area. He added that his goals have changed to include retirement security since getting married and learning that his wife is expecting their first child. He asked that the Council consider the repercussions of their vote on Resolution No. 5005, adding that he had never considered leaving the state before now.

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

Russ Dennis, FFD – R. Dennis shared that he had recently considered leaving the City based on the lack of a decent retirement. He went on to state that HB 55 is non-partisan and fair in the way it affects both employers and employees. He added that calls to Dispatch are steadily increasing and that ambulance services have turned into waiting games; he claimed that the City has ignored the need for additional staff. R. Dennis stated that workers are tired, and he noted some of the many retention issues within the FFD; he indicated that HB 55 was a viable resolution to those problems. He added that Resolution No. 5005 is an embarrassment and is unlikely to affect the Senate's decision. He asked that the Council show their support for Fairbanks and that they value public safety over politics with a "no" vote on Resolution No. 5005.

Hannah Hill, Fairbanks – H. Hill spoke in opposition to Resolution No. 5005, adding that she is the Director of the Bread Line and had a deeply vested interest in public safety. She noted the many contributing issues the City has faced regarding retention. She stated that HB 55 was a state issue to recognize and protect public safety workers, adding that Resolution No. 5005 carried a message that the City's public safety workers were not worth a decent retirement. She stated that it was unwise of the City to treat their employees in that way, adding that they will continue to leave in search of careers that can fulfill their needs and help secure their futures.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

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

Ms. Therrien pulled Resolution No. 5006 from the Consent Agenda.

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

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

APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

a) Regular Meeting Minutes of January 31, 2022

PASSED and APPROVED on the CONSENT AGENDA.

b) Regular Meeting Minutes of February 14, 2022

PASSED and APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
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

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

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

Ms. Therrien asked City Attorney Paul Ewers if her membership to the Fairbanks Elks Lodge would be considered a conflict of interest. City Attorney Ewers replied that it would not.

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

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

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

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

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

Brandon Emmett – B. Emmett shared that the license was in the process of a transfer and stated that he would answer any questions the Council might have.

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 MARIJUANA LICENSE APPLICATION FOR RENEWAL AS FOLLOWS:

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

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Matherly congratulated Vicky Persinger and remarked on her representation of Fairbanks at the Olympics. He expressed his concerns for the citizens of Ukraine. He noted that there was more snow in the forecast and thanked Building Official Clem Clooten for keeping up on the snow load; he recommended that listeners pay close attention to the amount of snow that has accumulated on their rooftops. **Mayor Matherly** noted that the warmer weather had created some bad ruts in many roads but assured everyone that Public Works was working hard to clean those up. He shared his excitement about the progress with the Polaris Building, adding that he had hoped to be in office when the first sledgehammer was used on it. He recognized the efforts made by FFD to rescue people who managed to get to the roof of the Polaris Building, adding that the state of the structure is unsafe. **Mayor Matherly** spoke to the numerous problem properties the City has been dealing with, noting that the privately-owned Alaska Motel was becoming an extreme nuisance. He thanked everyone for their testimony on behalf of the FFD, noting that he had spent a lot of time looking into HB 55 and the potential issues. He added that he fully supported employees but that he also has a responsibility to spend taxpayer money wisely. He noted that the City's Permanent Fund has been mentioned when money has been tight, and he is glad that those funds are, for the most part, inaccessible.

Mayor Matherly asked to be excused from the Regular City Council Meeting on March 14, 2022. No members objected to the Mayor's request to be excused.

COUNCIL MEMBERS' COMMENTS

Mr. Gibson stated he had no comments.

Mr. Marney welcomed the Adams family and expressed disappointment that Officer Gladowski had left the City.

Mr. Clark noted the negative language thrown about in public testimony such as fear mongering, damaging morale, jeopardizing public safety, and failing to support employees. He stated that he felt the Council had done a lot of great things for City employees over the past year, likening the situation to an ever-hungry beast that always needed more. He expressed disappointment that supervisors were advising recruits to find jobs elsewhere, adding that it indicated a real problem in leadership. He concluded by stating that Council Members are responsible for considering risk to the City, and the Council's concern with this risk should not be demonized.

Ms. Therrien pointed out that all the Citizens' Comments, except those from V. Buberger, were in support of HB 55.

Ms. Rogers shared her empathy with V. Buberger, who worked without the benefit of retirement for many years. She added that she too had made that decision in her professional life. She noted that the Council had gone above and beyond to hear all sides of the issue, and she acknowledged the concerns and frustrations expressed during public testimony. She thanked everyone for coming and speaking frankly, adding that she welcomed more discussions of this caliber in the future.

Mr. Cleworth thanked everyone who had worked on the Polaris Building Work Group and who came to provide testimony.

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

The motion to APPROVE Resolution No. 5055 was made by Mr. Cleworth and seconded by Mr. Clark at the February 14, 2022 Regular Meeting and remained on the floor.

Mr. Cleworth began by stating that he supports the resolution and public safety. He shared his recent experience in observing the Public Safety Employee Association (PSEA) labor negotiations, adding that a lot of great things were added for public safety employees. He gave some history on the development of the PERS program and the problems it continues to cause, adding that that the City was not the only entity suffering the consequences of the PERS system and the debt it created.

Mr. Cleworth reference a recent article in the News Miner and shared an excerpt from "The Economist" regarding the current economic crisis and the potential for a significant crisis. He shared that the firefighters have been asking for this defined benefit program for over ten-years, adding that many people in the private sector have never had the option of a defined benefit plan, paid holidays, or other benefits provided to public employees. He stated that employee retention is not a problem unique to Fairbanks or Alaska, adding that there was a nationwide employee shortage. **Mr. Cleworth** stated that he would prefer to withdraw from the State's retirement program and invest in a City retirement plan, but the State would never allow that due to the extreme amount of debt that has been incurred. He concluded by pointing out that the Council represents City taxpayers.

Ms. Therrien expressed disagreement with Mr. Cleworth, adding that she would be voting against the resolution. She noted that testimony showed overwhelming support for HB 55. She added that the City is the only community that is speaking out against the bill and that some communities, such as Anchorage, have approved resolutions in support of HB 55. **Ms. Therrien** stated she felt that the resolution would send a very poor message to firefighters and public safety officers. She noted that Mr. Cleworth was only considering the absolute worst-case scenario, with disregard for the positive impacts. She asked Interim Fire Chief Raygor about training costs for new firefighters.

Interim Fire Chief Raygor shared a report regarding costs for recruitment and retention, stating that it cost the City approximately \$30,000 per firefighter and \$80,000 per paramedic. He shared that the staffing issues have required at least one person to be paid a full day of overtime daily, and he shared some of the steps being taken to help alleviate the situation.

Ms. Therrien noted the many triggers present in HB 55 to help eliminate the worst-case scenario from happening, adding that the ARM board would ensure that employees pay their portion regardless of what happens to the current PERS and TRS programs. She stated she did not think there were any realistic options to offer public safety employees other than supporting HB 55. She asked that the Council vote against the resolution.

Mr. Gibson pointed out that the bill had built in an employee contribution cap of 12%, whereas there was no cap on the employer contribution and that after the year 2039, there was no cap to the municipalities' responsibility. He talked about the differences between a 401K and a defined benefit plan. He spoke against the idea that HB 55 would improve retention and employee morale, noting that every new issue brought before the Council has been proposed as the only solution to solve problems at the department. **Mr. Gibson** stated that money to fund this program will have to come from another program or department, and he felt this program left out many other public employees who deserve a fair retirement system also. He sympathized with the concerns about raising a family in Alaska and the expense of doing so.

Mr. Marney shared his agreement with Mr. Gibson's comments. He remarked on the lack of participation from the PSEA in the conversation regarding Resolution No. 5005. He added that the rate of return in the new plan is unattainable and felt that it was set up to fail from the beginning.

Mr. Gibson, seconded by **Mr. Clark**, moved to AMEND Resolution No. 5005 by adding the following language to the final resolved statement, "and all home-rule and first-class municipalities."

At the request of Mr. Cleworth, **Mr. Gibson**, with concurrence of the Second, added that the language, "and the Alaska Municipal League" be added to the amendment.

Ms. Rogers spoke against the amendment and the original resolution.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 5005 BY ADDING THE FOLLOWING LANGUAGE TO THE FINAL RESOLVED STATEMENT, "ALL HOME-RULE AND FIRST-CLASS MUNICIPALITIES, AND THE ALASKA MUNICIPAL LEAGUE" AS FOLLOWS:

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

Mr. Cleworth spoke against Ms. Therrien's belief that HB 55 did not add to the unfunded liability, adding that it was inevitable that it would create a new and greater liability eventually. He added to Mr. Gibson's statement, stating that it was a discriminatory retirement plan. He noted that the training numbers provided by Interim Chief Raygor are known costs and have been addressed in the budget.

Mr. Clark asked the Council to look ahead with hope but to act responsibly with the citizens' money.

Ms. Rogers remembered that the program, in the planning stages, was intended to start with one faction of public employees before expanding to others. She added that this was to ensure the issues were worked out and the program would work as intended.

Ms. Therrien stated she felt that the PSEA may not be as concerned as the firefighters due to their recently negotiated contract. She added that it was not the Council's concern to discuss teachers and other public employees outside of their purview but noted that there was another bill working its way through the legislature that would add all public employees to the program.

Mr. Gibson spoke to W. Vogt's comments regarding his desire to have the retirement option for his family, noting that the situation he hopes for is not allowed in the current defined benefit plan.

Ms. Rogers stated that while she has made decisions that have limited her own retirement possibilities, she is very supportive of this defined benefit plan. She added that she takes public testimony very seriously and felt that it was imperative to support the people who will be affected by voting against the resolution.

Mr. Marney stated that he did not believe there was anyone on the Council or in the City Administration that did not want to see City public service employees succeed, but he did not feel that the program was written in a sustainable or inclusive manner.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 5005, AS AMENDED, AS FOLLOWS:

YEAS: Gibson, Cleworth, Marney, Clark
NAYS: Therrien, Rogers
Mayor Matherly declared the MOTION CARRIED and Resolution No. 5005, as Amended APPROVED.

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.

Mr. Gibson, seconded by **Mr. Marney**, moved to APPROVE Resolution No. 5006.

Ms. Therrien declared a conflict of interest in that she has a client who is opposed to the trail system; she requested to abstain from voting.

Mayor Matherly ruled that Ms. Therrien may abstain from voting due to a conflict of interest.

Mayor Matherly shared that FNSB Mayor Ward had approached him about the topic but was unable to attend the meeting; he added that Mayor Ward would be available at the next regular City Council meeting. He pointed out that the trail system would not affect the City directly; however, he would like to offer a letter of support with the notion that City residents would likely use the trails.

Mr. Clark, seconded by **Ms. Rogers**, moved to POSTPONE Resolution No. 5006 until the Regular City Council Meeting of March 14, 2022.

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

- 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.

PASSED and APPROVED on the CONSENT AGENDA.

- 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.

ADVANCED on the CONSENT AGENDA.

- d) Ordinance No. 6199 – An Ordinance Amending the 2022 Operating and Capital Budgets for the First Time. Introduced by Mayor Matherly.

ADVANCED on the CONSENT AGENDA.

- 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.

ADVANCED on the CONSENT AGENDA.

COUNCIL MEMBERS' COMMENTS & COMMITTEE REPORTS

a) Committee Reports

Mr. Cleworth shared that he had attended the FNSB Assembly meeting where the Assembly discussed asking the State for broadband authority. He asked if the Council would be provided with a finalized version of the PSEA labor agreement, including changes, prior to the final vote. He noted that Cowles Street and Airport Way were in dire need of snow removal.

Ms. Rogers shared that she had attended the Opioid, Housing and Homeless, and Stars of Gold Readers meetings. She asked if Deputy Chief Sweet could provide an update on sharps collections, as it had been a question presented at the Opioid meeting. Deputy Chief Sweet stated that there is a permanently installed drop box for both prescription drugs and syringes inside the FPD lobby and that it has been advertised on television and the City website. He stated that he would investigate other avenues to let citizens know about their options.

Ms. Therrien shared that she had met with nearly every local legislator with whom she discussed many topics, including HB 55, SART funds, the Polaris Building and the struggling work force. She stated that they also discussed the Alaska Permanent Fund Dividend (PFD), with an estimated distribution of \$1,300. **Ms. Therrien** added that the AML conference had been very productive. She went on to talk about the City Legislative Committee meeting where they discussed two PFD bills, noting that City Lobbyist Yuri Morgan was asking for more support for the Alaska Industrial Development and Export Authority (AIDEA) bond extension bill. She shared that Senator Meyer had requested that the optional exemption be increased to encourage more people to stay in the Fairbanks area.

Mr. Clark thanked Ms. Therrien for her extensive and informative reports. He thanked everyone for their discussion and apologized for his temper, adding that it is everyone's responsibility to stay vigilant and prepared for tough times. He expressed his hope that more municipalities would oppose HB 55.

Mr. Marney repeated his desire to see the Tier IV program reworked to be more sustainable and inclusive.

Mr. Gibson stated he had no comments or committee reports.

CITY CLERK'S REPORT

City Clerk Snider stated that the PSEA collective bargaining agreement (CBA) would not be reprinted for the next meeting and asked that Council members retain their copy.

Mr. Cleworth inquired about the status of the radio broadcast inquiry. City Clerk Snider shared that most Council members appeared to be in favor of the switch and that her office was working to ensure that it would be a reliable and consistent source for the listening audience. She added that no formal steps have been taken at this time.

Mayor Matherly stated that he had been appointed to the Governor's board on Human Trafficking, and he had meant to note that in his comments.

ADJOURNMENT

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

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

Mayor Matherly declared the meeting adjourned at 8:52 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: March 9, 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
5291	The Attic	Beverage Dispensary – Duplicate	The Last Roundup, LLC	2701 S. Cushman Street (upstairs)
4344	Bahn Thai Restaurant	Restaurant/Eating Place	Somnuk, LLC	541 Third Avenue

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

The Attic

02/16/2021 - 02/15/2022

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	02/06/2022 18:24	TRESPASS/UNWANTE	2701 S CUSHMAN ST	O20	NRP	02/06/2022 19:48:48
	12/15/2021 18:43	MVC INJURIES -	2701 S CUSHMAN ST	O50	NRP	12/15/2021 19:33:08
21003631	09/28/2021 15:48	SUPPLEMENTAL-	2701 S CUSHMAN ST	O2	RPT	09/28/2021 18:03:30
21003631	09/26/2021 04:26	DAMAGE/VANDALISM	2701 S CUSHMAN ST	DESK	RPT	09/26/2021 04:32:06
	08/17/2021 10:44	SI - FIELD CONTACT	2701 S CUSHMAN ST	O2	NRP	08/17/2021 10:48:15
	08/14/2021 03:27	TRESPASS/UNWANTE	2701 S CUSHMAN ST	O16	NRP	08/14/2021 04:26:32
	08/07/2021 05:37	TRESPASS/UNWANTE	2701 S CUSHMAN ST	O5	NRP	08/07/2021 06:21:11
	08/06/2021 00:58	TRESPASS/UNWANTE	2701 S CUSHMAN ST	O16	NRP	08/06/2021 01:12:59
	05/22/2021 00:05	MENTAL DISORDERS-	2701 S CUSHMAN ST	O13	NRP	05/22/2021 01:01:14
21001544	05/07/2021 14:32	SUPPLEMENTAL-	2701 S CUSHMAN ST	S34	RPT	05/07/2021 15:17:00
	04/10/2021 02:04	SUSP	2701 S CUSHMAN ST	O50	NRP	04/10/2021 02:43:44
	03/14/2021 00:13	SUSP	2701 S CUSHMAN ST	O42	NRP	03/14/2021 00:39:07

Total Number of Events Listed: **12**

CITY OF FAIRBANKS PUBLIC SAFETY

Bahn Thai Restaurant

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
22000422	01/31/2022 16:41	TRESPASS/UNWANTE	541 THIRD AVE	O42	RPT	01/31/2022 18:11:58
	08/07/2021 02:44	DISTURBANCE	541 THIRD AVE	O16	NRP	08/07/2021 05:15:29
21002441	07/03/2021 19:28	PAST VEHICLE THEFT	541 THIRD AVE	O2	RPT	07/04/2021 08:04:10
	03/23/2021 19:34	VERBAL DOMESTIC	541 THIRD AVE	O56	NRP	03/23/2021 19:44:36
	03/10/2021 18:19	TRESPASS/UNWANTE	541 THIRD AVE	O54	NRP	03/10/2021 18:32:22

Total Number of Events Listed: 5




800 Cushman Street
Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor Matherly and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Application for Marijuana License Transfer of Ownership and Name Change

DATE: March 9, 2022

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for transfer of ownership for the following marijuana license:

License Type: Marijuana Product Manufacturing Facility, License #**18493**
 DBA: **North Star Fire**
 Licensee/Applicant: North Star Fire, LLC
 Physical Location: 3780 Leasure Street, Unit A, Fairbanks AK

Corp/LLC Agent:	Address	Date/State of Incorporation	Good standing?
North Star Fire, LLC Jana Weltzin	901 Photo Avenue Anchorage, AK 99503	06/08/17 – AK	Yes

Member/Officer/Director:	Address	Phone	Title/Shares (%)
Kirsten Hagen	3780 Leasure Street Fairbanks, AK 99701	215-617-2805	Member/Manager – 100%

If **transfer** application, current license information:

Current D.B.A.: Petrichor, LLC
 Current Licensee: Petrichor, LLC
 Current Location: 3780 Leasure Street, Unit A, Fairbanks, AK

Pursuant to FGC Sec. 14-215(a), the Council must determine whether to protest the marijuana license action after holding a public hearing. The City Clerk has complied with the advertising requirement set forth in FGC Sec. 14-214(c)(1).

The Fairbanks Police Department has included a call report for the location at 3780 Leasure Street, Suite A, but they are not recommending protest.

There are no **department-recommended protests** to the transfer of the license.

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 Othr

Loc 3780 LEASURE ST FAIR

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

Busi group

Nature QA

Caller Alarm

Address S

Veh # Rpt only Veh RMS status Send 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.



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board
Marijuana Establishment
Form MJ-17c: License Transfer Application

What is this form?

This form must be used to initiate a transfer of ownership of a marijuana establishment license under 3 AAC 306.045. This transfer application must be completed and submitted to AMCO's main office, along with all necessary supplemental documents and fees listed in **Form MJ-17b: License Transfer Application Checklist**, before a transfer of ownership, including a change that affects the controlling interest of an entity, will be considered by the Marijuana Control Board.

Please note that licensees seeking to change controlling interest of an entity that owns multiple licenses must submit a separate completed copy of this form and the required supplemental documents and fees for each license.

Section 1 – Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	Petrichor, LLC	License Number:	18493		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Petrichor LLC				
Premises Address:	3780 Leasure Street, Unit A				
City:	Fairbanks	State:	Alaska	ZIP:	99701
Email:	grant@malamuteak.com				
Local Government:	Fairbanks North Star Borough				

- Regular ownership transfer Transfer of controlling interest in the licensed entity

Section 2 – Transferee Information

Enter information for the *new* applicant seeking to be licensed. The business license # should be issued for the DBA listed below, and held by the transferee.

Licensee:	North Star Fire, LLC	Alaska Entity #	10060874		
Mailing Address:	3780 Leasure Street, Unit A				
City:	Fairbanks	State:	Alaska	ZIP:	99701
Doing Business As:	North Star Fire				
Business License #:	1055553	Business Phone:	215-617-2805		
Designated Licensee:	Kirsten Hagen				
Contact Email:	kirstenkara@aol.com	Phone #	215-617-2805		



Alaska Marijuana Control Board
Form MJ-17c: License Transfer Application

Section 3 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 4. If any entity official is another entity, you must include the AK Entity # of that entity in the Entity Official Name field, attach a separate completed copy of this page that breaks down the ownership information for that entity, and submit the supplemental documents and fingerprint fees listed on Form MJ-17b required for each individual entity official. Entity documents must be submitted for each entity listed on this form.

If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, list each *officer or director, and owner of any of the corporation's stock*.
- If the applicant is a limited liability company, list each *member holding any ownership interest and each manager*.
- If the applicant is a partnership or limited partnership, list each *partner holding any interest and each general partner*.

Entity Official Name:	Kirsten Hagen				
Title(s):	Manager, Member	Phone:	215-617-2805	% Owned:	100
Email:	kirstenkara@aol.com				
Mailing Address:	3780 Leasure Street				
City:	Fairbanks	State:	Alaska	ZIP:	99701
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	
Entity Official Name:					
Title(s):		Phone:		% Owned:	
Email:					
Mailing Address:					
City:		State:		ZIP:	

[Form MJ-17c] (rev 09/27/2018)

License # 18493

Page 2 of 4



Alaska Marijuana Control Board
Form MJ-17c: License Transfer Application

Section 4 – Other Licenses

Ownership and financial interest in other marijuana establishments: Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other marijuana establishment that is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, which license number(s), and license type(s):

Kirsten Hagen: License #13479 Cultivation

Section 5 – Authorization

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

Jana Weltzin & Staff - Attorney

Section 6 – Transferee Certifications

Read the line below, and then sign your initials in the box to the right of the statement: Initials

I certify that all proposed licensees (as defined in 3 AAC 306.020) have been listed on this application. KH

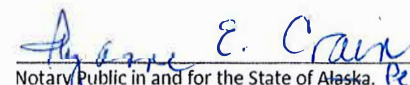
Completed copies of all required documents and fees listed on Form MJ-17b are attached to this form. KH

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued. KH

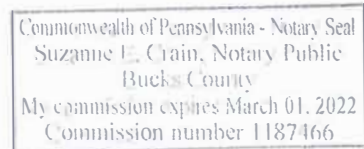
I agree to provide all information required by the Marijuana Control Board in support of this application. KH

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this form, including all accompanying schedules and statements, is true, correct, and complete.

Kirsten Hagen 
 Printed Name of transferee
 Kirsten Hagen
 Signature of transferee


 Notary Public in and for the State of Alaska, Pennsylvania
 My commission expires: 03/01/2022

Subscribed and sworn to before me this 27th day of April, 2021.





Form MJ-17c: License Transfer Application

Section 7 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of unsworn falsification that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) approve of the transfer of this license, and that the information on this form is true, correct, and complete.

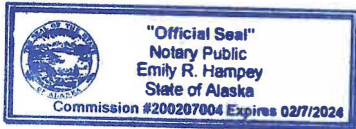
[Signature]
Signature of transferor

Grant Anderson
Printed name of transferor

[Signature]
Notary Public in and for the State of Alaska.

My commission expires: 02/10/2024

Subscribed and sworn to before me this 15 day of March, 2021.



Signature of transferor

Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Signature of transferor

Printed name of transferor

Notary Public in and for the State of Alaska.

My commission expires: _____

Subscribed and sworn to before me this ____ day of _____, 20__.




800 Cushman Street
Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor Matherly and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Transfer of Liquor License Ownership and Location and Application for Restaurant Designation Permit

DATE: March 9, 2022

An application has been received from the State of Alaska Alcohol and Marijuana Control Office (AMCO) for transfer of ownership and location and Restaurant Designation Permit for the following liquor license applicant:

License Type: Restaurant/Eating Place, License #3381
 D.B.A.: **Bahn Thai Rama Restaurant**
 Licensee/Applicant: Somnuk, LLC
 Physical Location: 338 Old Steese Highway, Fairbanks, Alaska
 From: Bei Jing Hot Pot Asian Cuisine / C J Hot Pot Asian Cuisine, Inc.
 Location: 1694 Airport Way, Fairbanks, Alaska

Corp/LLC Agent:	Address	Date/State of Ltd Partner/Corp	Good standing?
Somnuk, LLC Somnuk Wiggs	2908 17th Avenue Fairbanks, AK 99709	09/26/2017 – AK	Yes

Member/Officer/Director:	Address	Phone	Title/Shares (%)
Somnuk Wiggs	2908 17th Avenue Fairbanks, AK 99709	907-750-5228	Member – 100%

Pursuant to FGC Sec. 14-178 the Council must determine whether to protest the liquor license transfer after holding a public hearing. The 60-day deadline for response to AMCO is April 4, 2022.

The Fairbanks Police Department has included a call report for the location; however, they are not recommending protest. There are **no department-recommended protests** to this application for transfer.

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 Otr 📄

Loc 338 OLD STEESE HWY FAIR

X-ST Jur Service Agency FPD
 District RA
 Call group

Busi

Nature

Caller

Address

Priority QA


PQA Hist Alarm
 RapidSOS

Veh # Rpt only Veh RMS status Send 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



Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

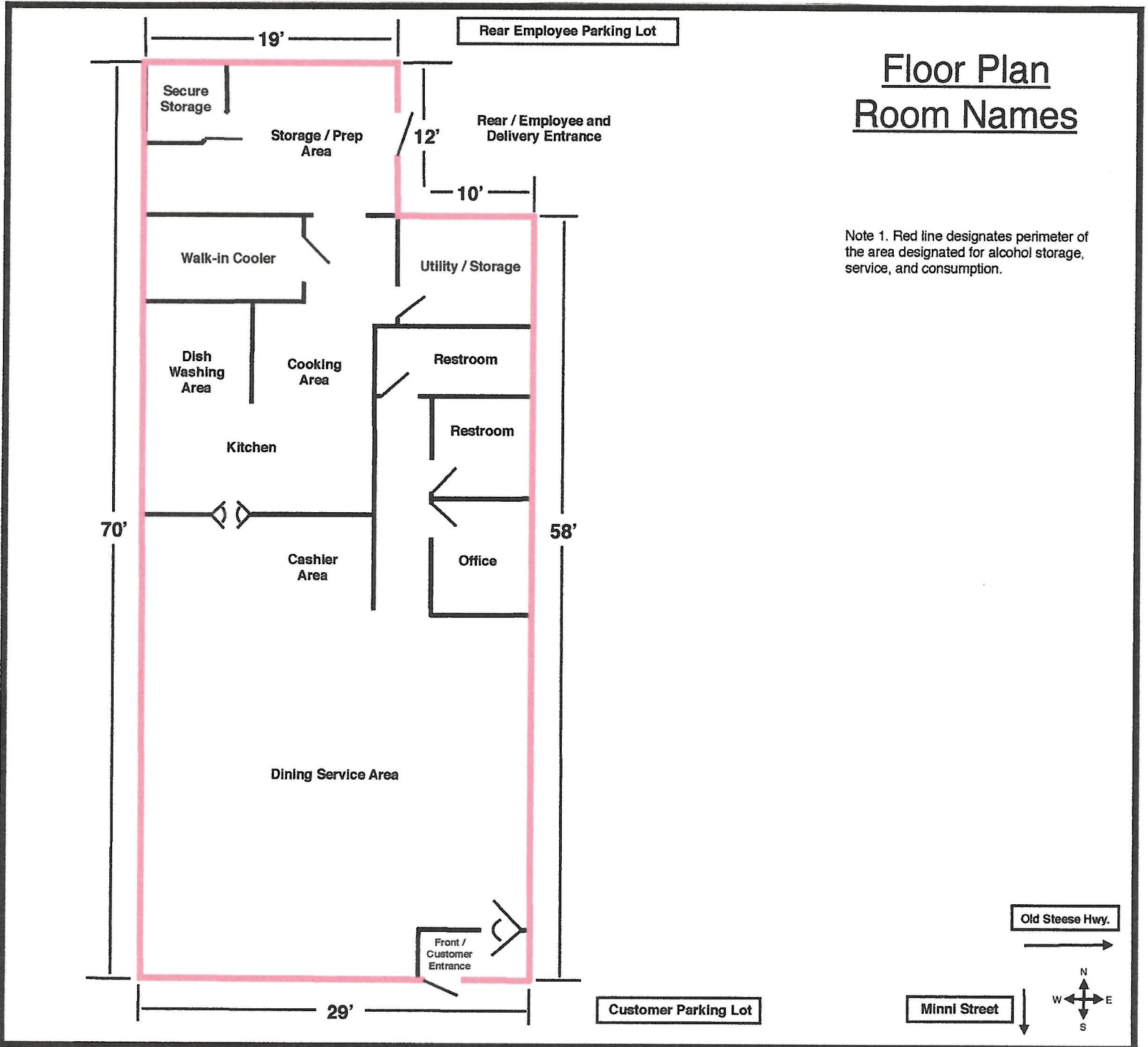
Licensee:	Somnuk, LLC (entity #10068672)	License Number:	3381		
License Type:	Restaurant / Eating Place				
Doing Business As:	Bahn Thai Rama Restaurant (business license #1078840)				
Premises Address:	338 Old Steese Hwy				
City:	Fairbanks	State:	Alaska	ZIP:	99701



Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

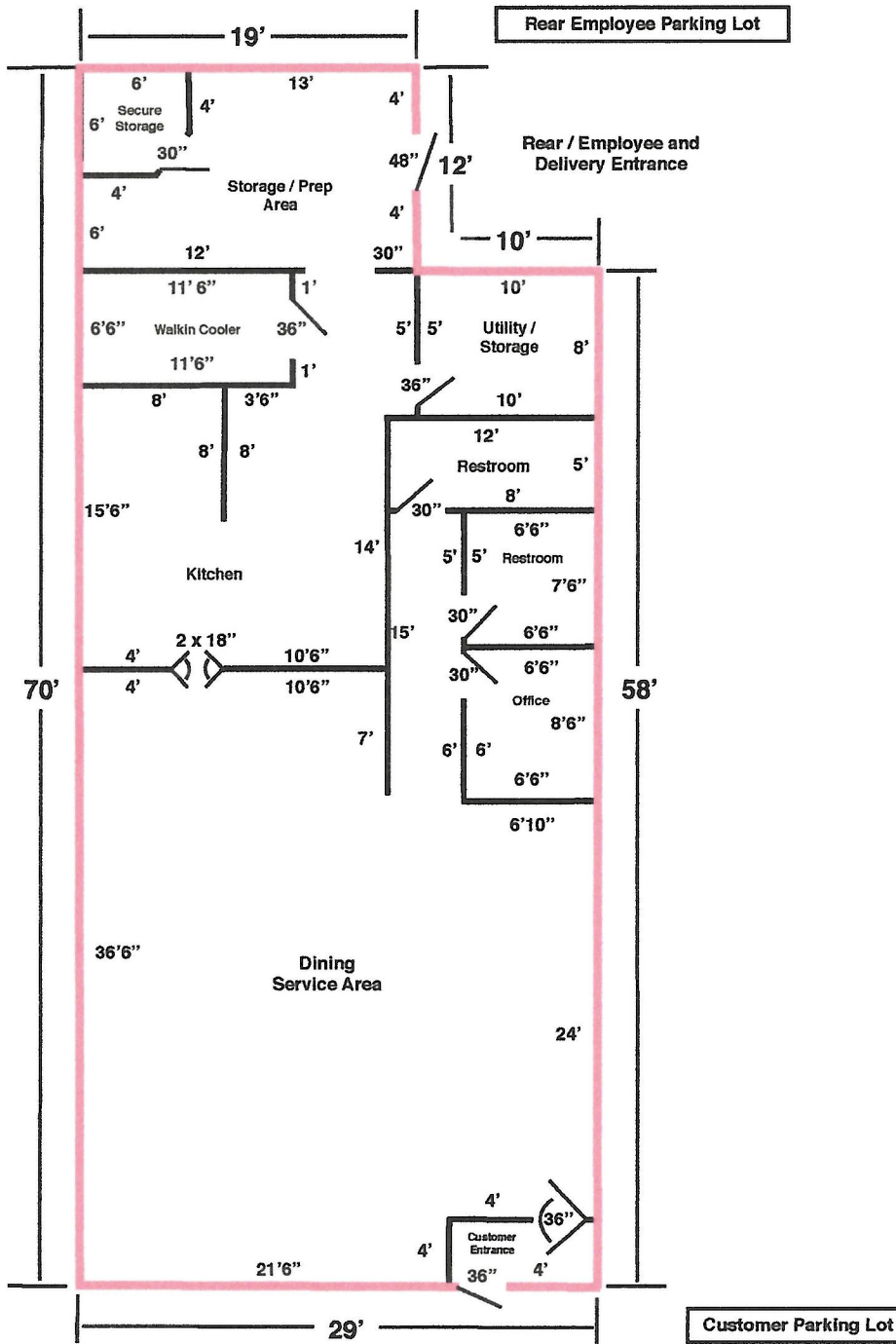




Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



Floor Plan Dimensions

Note 1. Red line designates perimeter of the area designated for alcohol storage, service, and consumption.

Old Steese Hwy.

Minni Street

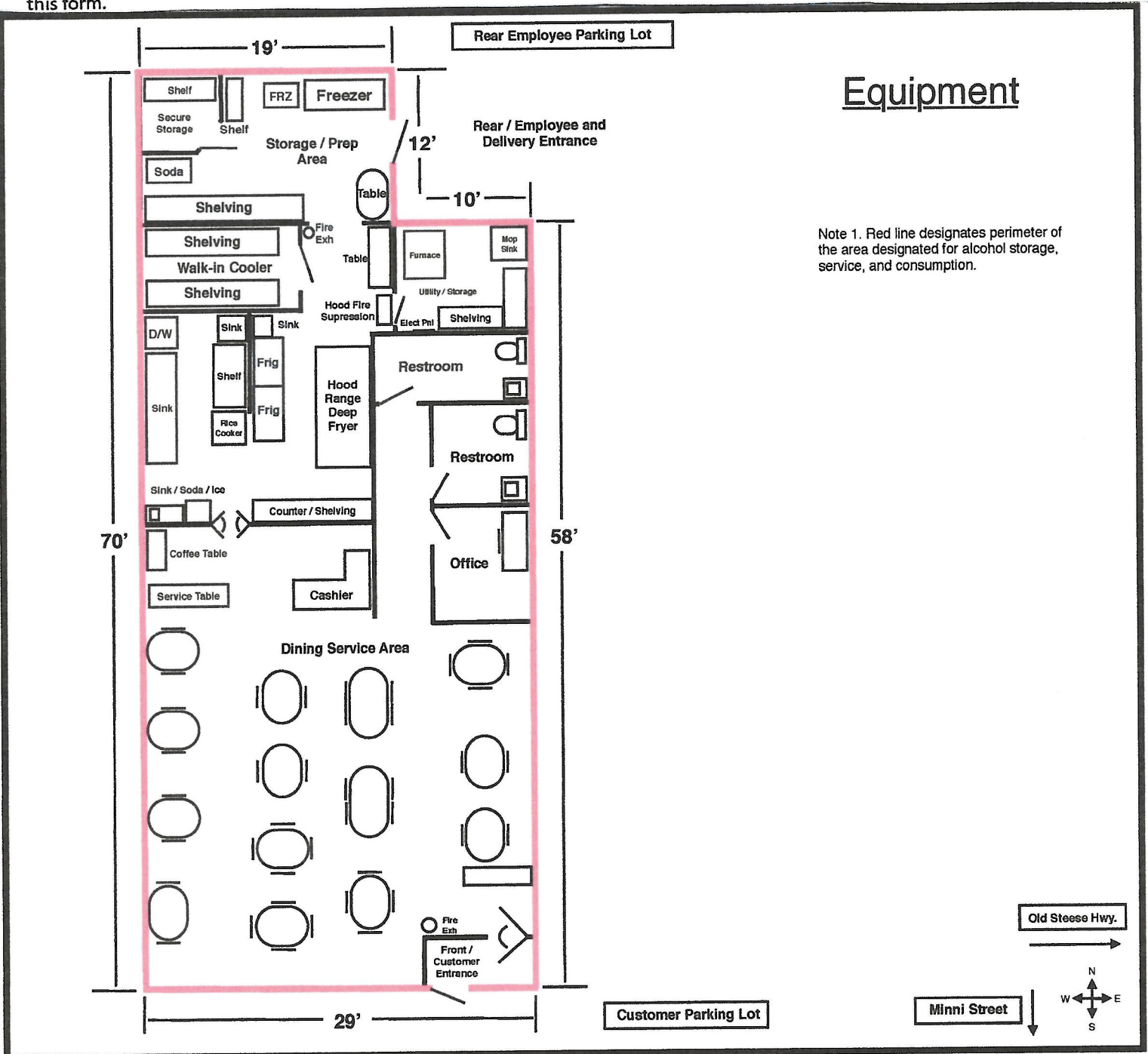




Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

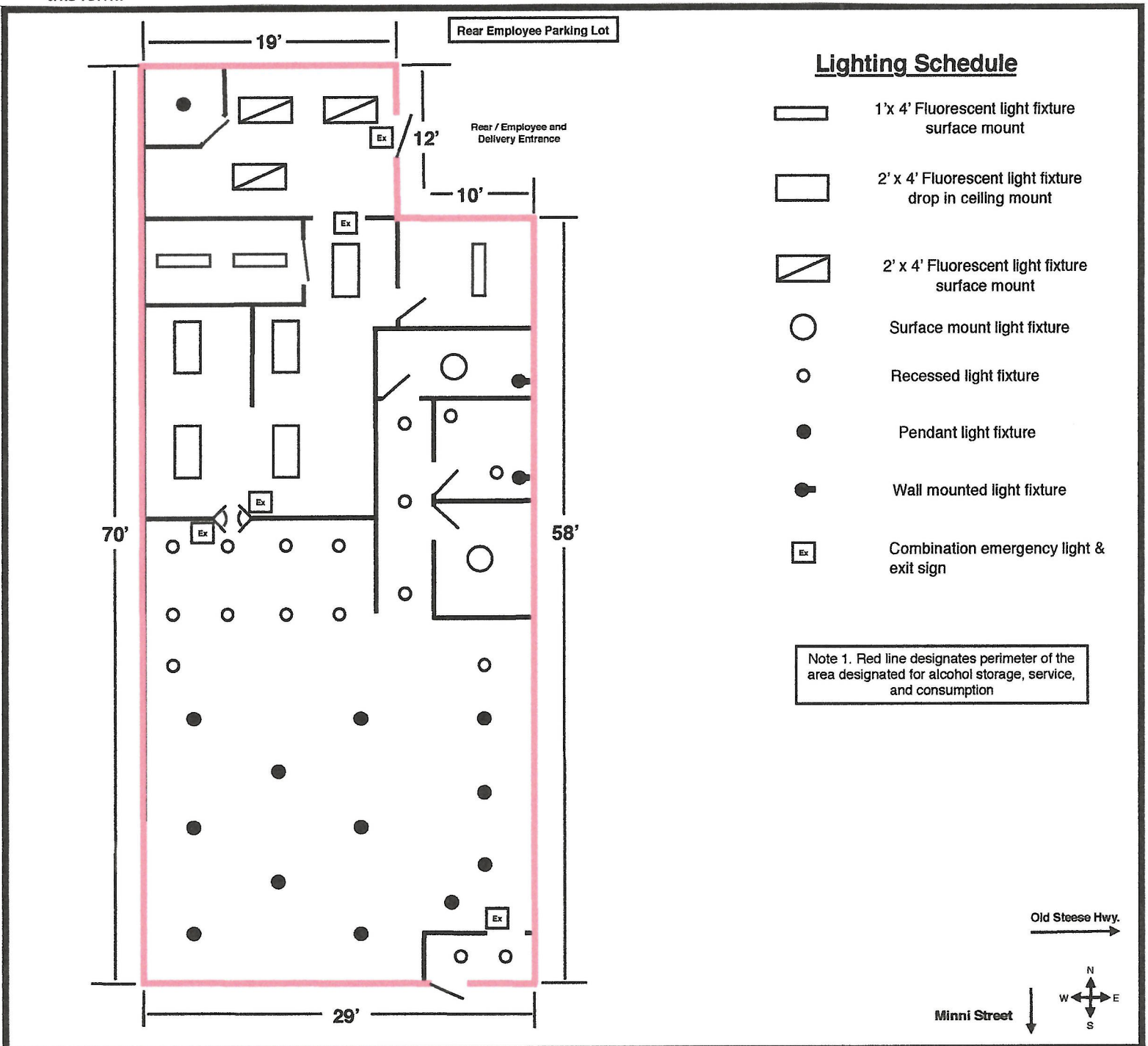




Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

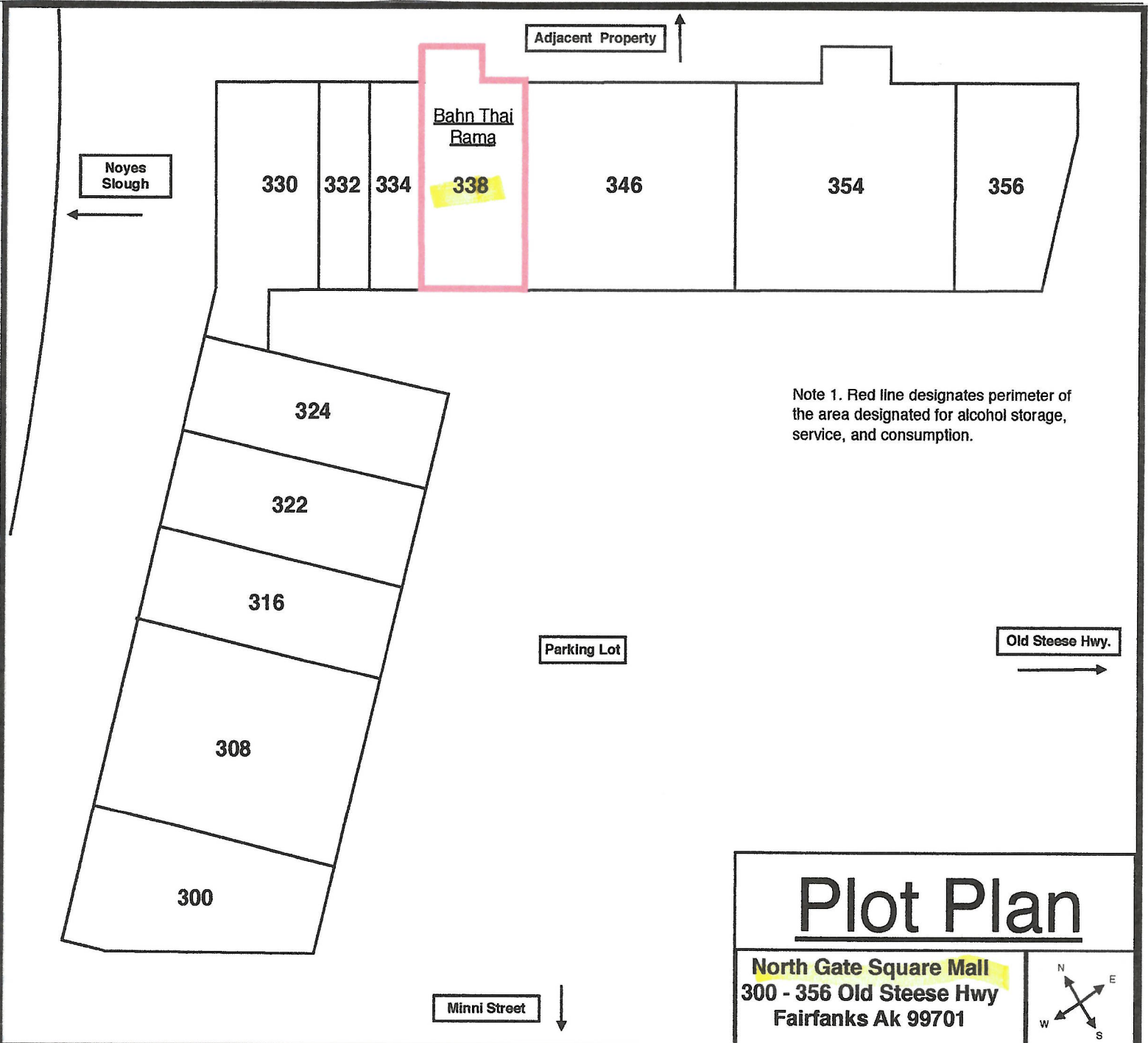




Alaska Alcoholic Beverage Control Board
Form AB-02: Premises Diagram

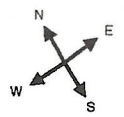
Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



Plot Plan

North Gate Square Mall
 300 - 356 Old Steese Hwy
 Fairbanks Ak 99701



RESOLUTION NO. 4981

**A RESOLUTION APPROVING THE READING OF A LAND
ACKNOWLEDGEMENT AT THE BEGINNING OF REGULAR CITY
COUNCIL MEETINGS**

WHEREAS, the esteemed Denakkanaaga Elders have crafted and approved of the Land Acknowledgement set out below to be used in various publications, on appropriate signage, prior to meetings and conferences, as well as other suitable uses; and

WHEREAS, a Land Acknowledgement can function as a living celebration of Indigenous communities; and

WHEREAS, a Land Acknowledgement, by itself, is a small gesture, but it becomes meaningful when coupled with authentic relationships and informed action.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council directs that the following Land Acknowledgement be read at the beginning of Regular City Council meetings:

We respectfully acknowledge the Dena people upon whose traditional lands we reside. We honor the Dena who have been the stewards of Interior lands and waters for centuries, the Elders who lived here before, the Dena people of today, and future generations to come. We also recognize that Alaskan Native people would traditionally gather here and harvest Native foods.

PASSED and **APPROVED** this 14th day of March 2022.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk


Paul Ewers, City Attorney



MEMORANDUM

TO: Mayor Matherly and City Council Members

THROUGH: Fairbanks Diversity Council

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: **Updated** FDC Recommendation on City Council Resolution No. 4981

DATE: March 9, 2022

Updated Recommendation:

At its Regular Meeting of March 8, 2022, the Fairbanks Diversity Council voted unanimously to recommend the approval of City Council Resolution No. 4981 in its original form. Three voting members were absent.

Original Recommendation:

The City Council referred the following resolution to the Fairbanks Diversity Council on November 8, 2021, with a deadline to report back to the City Council by January 17, 2022:

Resolution No. 4981 – A Resolution Approving the Reading of a Land Acknowledgement at the Beginning of Regular City Council Meetings.

At its Regular Meeting of January 11, 2022, the Fairbanks Diversity Council voted to recommend the approval of City Council Resolution No. 4981 with amendments. The motion **PASSED** by a vote of 6 Ayes to 2 Nays. Three voting members were absent.

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 14th day of March 2022.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

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

PLEASE NOTE: At the request of the Council, this document is formatted to show all changes to the prior CBA. A clean copy (with all changes accepted) will be executed by the parties upon adoption of Ordinance No. 6198.

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

~~2019 – 2021~~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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Reformatted September 20, 2018

Printed March 10, 2022

ARTICLE 1 POLICY AND PURPOSE

Section 1.1 Policy

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

Section 1.2 Welfare

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

Section 1.3 The Purposes of this Agreement are:

- 1.3.1 To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in work in the areas affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.
- 1.3.2 To recognize the legitimate interest of the Employees of the City of Fairbanks to participate through collective bargaining in the determination of terms and conditions of their employment.
- 1.3.3 To promote fair and reasonable working conditions.
- 1.3.4 To promote individual efficiency and service to the citizens of the City.
- 1.3.5 To avoid interruption or interference with the efficient operation of City Government.
- 1.3.6 To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

- 1.3.7 To pay wages, benefits and other compensation to the members in accord with the provisions of this Agreement, and not based upon personal favoritism or discrimination.

ARTICLE 2 DURATION

Section 2.1 Effective Date

This Agreement ~~shall~~ 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 ~~shall~~ remains in effect until December 31, ~~2021~~ 2024.

Commented [ANM1]: 12/13/2021 TA Mike Meeks, Andrew Wixon

Section 2.2 Commencement

Either party desiring to commence ~~such~~ negotiations shall give written notice to the other at least ~~sixty (60)~~ days prior to December 31, ~~2021~~ 2024, but not sooner than ~~one hundred twenty (120)~~ days prior to the expiration date of this Agreement. Upon receipt of such notice, negotiations ~~shall~~ will begin within ~~fifteen (15)~~ days. Unless otherwise agreed, no modification or change ~~shall~~ 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 ~~shall~~ occurs during ~~the course of~~ negotiations for a renewal of the Agreement, the terms and conditions of this Agreement ~~shall~~ will be extended until such time as a new agreement is reached.

Commented [ANM2]: 12/13/2021 TA Mike Meeks, Andrew Wixon

Section 2.4 Binding

This Agreement ~~shall be~~ is binding upon the successors and assigns of the parties, and no provision, term or obligation herein contained ~~shall~~ 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 ~~shall will~~ be included within the Bargaining Unit or exempt there from ~~on the basis of based on~~ the Alaska Labor Relations Agency criteria.

Commented [ANM3]: 12/13/2021 TA Mike Meeks, Andrew Wixon

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 four ~~(4)~~ Employee negotiators ~~shall~~ will be permitted to attend and participate in negotiations during their normal workday without loss of compensation. All negotiators ~~shall~~ 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-off~~-duty hours. Off-duty members will not be compensated for their time while required to attend such meetings but ~~shall~~ 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. ~~Said~~ ~~4~~ Designated negotiators ~~shall~~ 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 ~~not~~ authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, or strike against the Employer.

5.2.2 Lockout

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

5.2.3 Duty to Perform

The Association further agrees that its members shall, ~~in each and every instance,~~ cross the picket line of any other organization in order to perform assigned duties.

Commented [ANM4]: 12/13/2021 TA Mike Meeds, Andrew Wilson

Section 5.3 City, State, Federal Laws

Any provision of this Agreement judicially found to be in violation of applicable City, State, or Federal law and subsequent amendments thereto ~~shall be~~ null and void, but all other provisions of this Agreement ~~shall 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 ~~hereto~~ agree to meet within ~~fifteen (15)~~ days and for a reasonable period thereafter until ~~final negotiations or~~ appropriate substitute clauses have been ~~satisfied~~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.

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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.

Commented [ANM5]: 12/13/2021 TA **Or similar language** Mike Meeks, Andrew Wixon3

ARTICLE 6 MANAGEMENT RIGHT

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

ARTICLE 7 PSEA SECURITY

Section 7.1 Agency Shop

7.1.1 Responsibility

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

7.1.2 PSEA Information

Persons hired in a Bargaining Unit position ~~shall~~ will be informed, at the time of the employment offer, of their right to become a member of PSEA. The Employee ~~shall~~ 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 ~~ten (10)~~ working days after reporting to work.

Section 7.2 Check off and Payroll Deduction

7.2.1 Dues and Fees

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

7.2.2 Communication between PSEA and City

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

7.2.3 **Payroll Deduction Privileges**

PSEA, or ~~their~~ its designee, ~~shall have~~ 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 ~~shall~~ 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, ~~shall~~ 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 ~~and every~~ member of this Bargaining Unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

Commented [ANM6]: 12/13/2021 TA Mike Meeds, Andrew Wilson

~~Section 7.8~~ **Representation**

~~The Association agrees to provide representation to all Bargaining Unit employees, whether or not they are members of the chapter as defined by State law.~~

Commented [ANM7]: 12/13/2021 TA Mike Meeds, Andrew Wilson

~~Section 7.9~~ **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 7.10~~ **Section 7.9 Employee Representative**

~~7.10.1~~ **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 ~~shall~~ must be employees of the Fairbanks Police Department or the Fairbanks Emergency Communications Center and members of the Association. The Employee Representatives ~~shall~~ bear permitted during regular working hours to perform their official representative duties handling requests, complaints, and grievances arising under this Agreement. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances to the contrary, the employee will be made available. Normal protocol will be observed with their respective supervisors prior to engaging in their duties as an Employee Representative. It is agreed that the Employee Representative conducting the representative duties shall, whenever possible, meet outside the presence of other employees. When it is mandatory to conduct

grievances or other matters during day shift hours, the Employee Representative and affected grievant(s) may be re-assigned by the Department Head to the day shift duty time to handle these matters, provided that this does not interfere with Department operations.

~~7.10.27.9.2~~ **Employee Representative Compensation**

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

~~7.10.37.9.3~~ **Employee Representative Lay-off**

Notwithstanding any other provision of this Agreement, in the event of lay-offs, the Chapter Chair and Vice-Chair ~~shall will~~ be the last person(s) within ~~his/her their~~ classification to be laid off. ~~Should it come to pass that~~ ~~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 ~~he/she is 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 ~~shall will~~ be the last person laid off.

~~Section 7.11~~ **Section 7.10 PSEA Staff**

PSEA staff ~~shall will~~ be permitted to visit work areas at reasonable times consistent with workload and operational needs. Such representatives ~~shall 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 ~~shall~~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 ~~shall~~will not be considered a grievance and ~~shall~~will not be submitted to the grievance-arbitration procedure set forth herein, but instead any such questions concerning commencement or termination of this Agreement ~~shall~~will be specifically reserved for judicial review. Any written resolution of a grievance (at any level of the grievance procedure) ~~shall~~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 ~~his/her~~their immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within ~~twenty (20)~~ business days of the employee having, through the exercise of reasonable diligence, knowledge of the grievance. If the grievance cannot be resolved through verbal discussion, the grievance ~~shall~~ must be formalized in writing, signed by the member, and presented to the immediate supervisor within five ~~(5)~~ business days of the oral discussion. The grievance ~~shall~~ 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 five ~~(5)~~ business days following the day on which the written grievance was presented. The written grievance and the response of the immediate supervisor ~~shall~~ 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 five ~~(5)~~ business day time frame ~~shall apply~~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 ~~ten (10)~~ business days after the submission of the grievance ~~to~~ him/her. Within this time frame, the Department Head shall meet ~~together~~ with the grievant, PSEA Representative, and other witnesses as appropriate and attempt to resolve the issue(s). The Department Head shall mail or deliver a written decision to PSEA within this ~~ten (10)~~ business day time frame. If the written decision of the Department Head is not satisfactory to the grievant, ~~he/she~~they shall have five ~~(5)~~ business days to decide if ~~he/she~~they wishes to appeal the grievance to ~~the third step of this procedure~~Step Three.

Section 8.5 Step Three

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

Section 8.6 Arbitration

8.6.1 Arbitration Notice

The arbitration notice ~~shall~~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 ~~ten~~(10) business days to select an arbitrator. ~~upon~~Upon the failure of the ~~two~~ parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of nine ~~(9)~~ names of persons, with prior service as a neutral arbitrator involving the interpretation of Collective Bargaining Agreements who are available for service within six months of request. Within five ~~(5)~~ business days of receipt of the list, the City and Association representatives shall alternately strike one name from the list until one name remains. The side to strike the first name ~~shall~~will be chosen by lot.

8.6.2 **Findings**

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

8.6.3 **Arbitrator**

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

Section 8.7 Single and Multiple Grievances

Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and PSEA mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances relating to a single issue ~~shall 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 ~~shall~~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 ~~his/her~~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 ~~shall~~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 ~~shall~~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 ~~shall~~will not be changed until the decision is rendered. If the Arbitrator so rules, the decision ~~shall~~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 ~~shall~~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 ~~shall~~ 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, ~~shall~~ 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.

Commented [ANM8]: Update

9.2.2 **IRS 125 Plan**

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

Section 9.3 Deferred Compensation

Employees covered by this Agreement ~~shall~~ 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 ~~his/her~~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 ~~r~~ determined by an appropriate medical professional to be ~~r~~ permanently unable to perform ~~his or her~~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 ~~twelve (12)~~ months following the finding of permanent incapacity, if a position exists within the PSEA Unit that the permanently incapacitated member qualifies for and can perform, they will be given preference in the hiring process for that position. It will be the responsibility of the member to monitor potential job openings and apply.

9.4.3 **Workers' Compensation Laws**

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

Section 9.5 Work Related Injuries

9.5.1 **Injury or Disability**

Members who suffer an injury or disability which is covered under the provisions of state Workers' Compensation ~~shall be~~ entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. ~~In the event that~~ if a competent medical authority deems that an employee will ~~not ever~~ never be able to perform their regular assigned tasks, they ~~shall~~ will be separated on the same basis as a lay-off due to a reduction in force, ~~subject~~ 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.

Commented [ANM9]: 12/13/2021 TA Mike Meeds, Andrew Wixon

9.5.2 **Paid Administrative Leave**

A paid administrative leave of absence for up to ~~twelve (12)~~ consecutive months from the date of the discovery of an initial injury/illness ~~shall~~ 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 ~~shall~~ 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 twelve (12) months~~ ~~expiration~~ of administrative leave, the department's obligation under this provision ~~shall~~ is then ~~be~~ nullified. It is the intent of this provision that a member would be fully compensated for that period ~~of time covered~~ by administrative leave. Members will retain their Worker's Compensation check and notify Payroll of any change in status or compensation. When the member returns to duty, to insure the member's PERS contributions are made whole, the member will complete the PERS Workers Compensation and LWOP Claim and Verification form and submit ~~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.

Commented [ANM10]: 12/13/2021 TA Mike Meeks, Andrew Wixon

In extraordinary circumstances, the parties may mutually agree to modify the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, ~~shall bear~~ subject to eligibility ~~of~~ 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 ~~his/her~~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 ~~shall~~ 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

Cause

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

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9.8.1

9.8.2 **Settlement**

In the event the City resolves an action or claim involving a member for purely pragmatic reasons not involving any misbehavior by the ~~member~~employee, the City will issue a letter to the ~~member-employee~~ stating the reasons for the settlement, with a copy placed in the ~~member's-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 ~~shall-will~~ apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the employee ~~shall-will~~ prevail.

Section 9.9 Training

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

Absent an unforeseen emergency, active canine (K-9) teams ~~shall-will~~ be afforded a minimum of four ~~(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 ~~shall-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. ~~In order to~~ 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:

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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 ~~shall~~ 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 ~~shall~~ does not afford ~~him/her~~ 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 will~~ be conducted in accordance with existing criminal law and procedures then currently in effect in this State.

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

9.11.2.1 If a member is under investigation, instituted by the Department or ~~as a result 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 ~~shall 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.

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

9.11.2.3 All compelled statements given in the course of an administrative investigation may be used against the member in relation to any subsequent departmental administrative charges which may result in disciplinary or punitive actions against the member.

9.11.2.4 If the member so requests, any interview/interrogation will be suspended for a reasonable period ~~of time~~ to allow the Association representative or counsel to attend. The representative ~~shall may~~ not be a person subject to the same or related investigation.

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9.11.2.5 Any interview will be held at a mutually agreeable location provided by the City.

9.11.2.6 The interview ~~shall must~~ be recorded ~~and a transcript~~ and a copy of the recording ~~shall 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 ~~shall 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 ~~shall must~~ be informed of ~~his/her~~their rights as specified in this section as well as the name and authority of the officer in charge of the investigation. The member ~~shall must~~ also be informed of the name of all persons who will be present during the interview/interrogation, and questions shall be asked by no more than two ~~(2)~~ interviewers at any meeting.

- 9.11.3.4 Before an interrogation/interview is commenced, the member ~~shall~~must be informed of the nature of the investigation and provided a list of all known allegations. Except for anonymous complaints, the member ~~shall~~must be informed of the name(s) of all complainants.
- 9.11.3.5 The member ~~shall~~may not be subjected to offensive language or threatened with punitive actions, except that a member refusing to respond to questions or submit to interview-interrogation ~~shall~~must be informed that failure to answer questions which are specifically directed and narrowly related to the performance of ~~his/her~~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 ~~his/her~~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 ~~shall~~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 ~~he/she~~they will be charged with a criminal offense, the member ~~will~~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 ~~shall~~will be initiated in accord with Section 9.11.
- 9.11.3.8 In the event ~~that~~ the City chooses to proceed criminally against the member for a violation of the law and the member so requests, the interview/interrigation will be suspended for a reasonable period of time to allow the Association representative or counsel to attend. The representative ~~shall~~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/interrogation after advising that a recording will be made, ~~and each-Each shall-may~~ have access to other's recording, if any are made.

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

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9.11.4 **General Administrative Investigations Guidelines:**

9.11.4.1 All administrative investigations conducted by the Department involving allegations against its members ~~shall-will~~ adhere to these general guidelines.

9.11.4.2 All administrative investigations and their outcomes ~~shall-will~~ be treated as personnel matters and ~~shall-will~~ be confidential.

9.11.4.3 Investigation of conduct ~~shall-will~~ be conducted in a timely manner without unnecessary delay.

9.11.4.4 Nothing in this Agreement ~~shall-may~~ abridge the right of a supervisor at any level to counsel with, advise, or admonish a member under ~~his/her/their~~ command in private.

9.11.4.5 No promise of reward ~~shall-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 ~~shall-may~~ only be voice recorded; video recording will only be used upon prior "case by case" written approval of the Department Head. ~~A transcript-Recordsand copy~~ of the interview ~~shall-must~~ be provided by the City to PSEA.

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9.11.4.8 The interview ~~shall-will~~ be held at a location provided by the City that is mutually agreeable to both PSEA and the City.

- 9.11.4.9 No PSEA elected official ~~shall may~~ be compelled to testify about any knowledge that ~~he or she has~~they have gained as a result of ~~his or her~~their office.
- 9.11.4.10 ~~The During the~~ interview/interrogation, ~~shall allow~~ the member will be allowed to attend to bodily functions as necessary.
- 9.11.4.11 The member ~~shall 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 transcripts records of interviews/interrogations prior to the impositions of disciplinary or punitive action against the member. Materials ~~shall 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.

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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 his/her/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 his/her/their family or immediate household), unless any of the following conditions exist:

- 9.15.1 Such information is obtained under proper legal procedure; or
- 9.15.2 Probable cause to suspect a conflict of interest with respect to the performance of his/her/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.

Commented [ANM17]: Did we have updated language for this?

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Section 9.16 Searches

No member ~~shall~~ may be subject to unreasonable search and seizure. Members ~~shall~~ enjoy the right to privacy in their individual work areas, lockers, electronic devices maintained by the employee for work purposes, or other space provided by the Department. ~~except that s~~ Searches of these areas may be conducted in the member's presence; ~~or~~ with the member's consent; ~~or~~ with a valid search warrant; ~~or~~ when the member has been notified in advance (at least 24 hours) that a search will be conducted. This provision ~~shall~~ 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 ~~shall~~ 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 **Premises**

~~The Department may prohibit or restrict members from using the Department's premises for political activities without permission of the Department Head.~~

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9.17.4 **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 ~~his or her~~their driver's license for a violation or violations of the law which result from the direct orders of ~~his or her~~their superior to specifically commit such violation or violations.

Section 9.19 Break Areas

The parties agree that the Employer ~~shall will~~ provide areas designated as "Employee Break Areas" which ~~shall 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 ~~City~~Mayor and neither the Council nor any member thereof shall give orders to any subordinates of the ~~City~~Mayor. No Employee ~~shall 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 ~~shall consist~~s of ~~a forty (40)~~ hours minimum in pay status from the start of the employee’s regularly scheduled duty day, unless a mutually agreed alternative schedule is in place.

10.1.2 Reporting Late for Duty

When members report for work later than the scheduled starting time, they ~~shall 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 ~~(1/2)~~-hour ~~shall will~~ be deducted in half hour ~~(1/2)~~-increments.

10.1.3 Consecutive Days Off

Regardless of schedule worked, each member ~~shall be 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 ~~his or her~~their off-duty days.

No Days Off (NDO) Comp – Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working ten (10) or (12) hour shift schedules, or twenty-four (24) hours off for those employees working an eight (8) 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 forty-eight (48) consecutive hours off or twenty-four (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.)

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~~10.1.3~~10.1.4 ~~Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working ten (10) hour shift schedule, or twenty-four (24) hours off for those employees working an eight (8) hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off or twenty-four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.)~~ *See Appendix A for flow chart of overtime*

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~~10.1.4~~10.1.5 **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~~10.1.6 **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~~10.1.7 **Time Off Between Shifts**

Each member ~~shall will~~ have a minimum of eight ~~(8)~~ hours off duty from the time their last shift ends until the next scheduled shift begins, ~~including~~ including overtime shifts. In such instances, the next least senior member may be assigned to work. An exception to this rule is Court Duty.

~~10.1.7~~ **Maximum Consecutive Hours Worked**

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

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10.1.8 **Shift Bidding**

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

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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 ~~shall have~~has the ability to require either employee to move to a different shift.

10.1.8.2 Shift Bid Posting Requirements

The shift bid ~~shall will~~ be posted no later than six ~~(6)~~ months prior to the commencement of the applicable tour of duty. Leave ~~shall 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 ~~shall 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, ~~shall may~~ not exceed three years.

10.1.10.2.1 Voluntary Vacancy of Temporary Assignment

Members voluntarily electing to leave a temporary assignment early ~~shall 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 ~~thirty (30)~~ days from its start date.

10.1.10.3 New Hires Shift Assignment

Newly hired probationary employees ~~shall 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" ~~shall~~ will be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference ~~shall~~ 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 ~~(1)~~ one hour, other than ~~the classification that in which~~ the Employee normally holds, ~~shall~~ will be paid at the same step on the higher classification rate ~~highest classification's rate~~ when filling ~~said position~~ the classification. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, ~~shall~~ 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 ~~(6)~~ months in a calendar year unless otherwise agreed between the City and the Association.

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Section 10.3 Schedule Changes

When making Employee schedule changes, the Employer shall notify the Employee of any contemplated change in writing or electronic notification at least seven ~~(7)~~ calendar days prior to the ~~same taking~~ effective date of the change. If the Employee is not given at least seven ~~(7)~~ calendar days' ~~notice~~ notice of the change, the Employee will be paid at the rate of time and one-half ~~(1-1/2)~~ 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 work day is also worked. This provision ~~shall~~ 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 ~~shall will~~ suffer no loss in regular earnings but ~~shall will~~ be compensated during service at the member's rate of pay if on duty. Any witness fees ~~shall must~~ be turned over to the City.

10.4.2 Off-Duty Attendance

If members are off-duty, they ~~shall will~~ receive pay at the appropriate overtime rate, with a two ~~(2)~~ hour minimum ~~pay~~, unless court is within 2 hours of the employee's regularly schedule shift start time, then they will be paid for actual hours worked. The appearance requirement of the off-duty employee ~~shall be 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 work-day will be reassigned to dayshift for that day. Any payment for jury service will be signed over to the City, and the member will receive their normal wage for that day. Should the member be excused from service, they are expected to report to their supervisor and complete the remaining hours of their work day.

Section 10.5 Shift Definitions and Shift Differential Pay

10.5.1 Day Shift

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

10.5.2 Swing Shift

The "swing" shift is any shift beginning between 1200 hours and 1859 hours. 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 sections [7.12\(B\)](#) and [8.9](#))

10.6.1 **Pay Increments**

Overtime shall be measured in one-half ~~(1/2)~~ hour increments.

10.6.2 **First Day of the Week**

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

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

For purposes of determining overtime, the employee’s ~~twenty-four~~ ~~(24)~~ hour period begins at the commencement of the employee’s duty assignment start time.

10.6.4 **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**

~~Those hours of work forced over twelve (12) hours in any employee's 24-hour day will be paid at the basic rate plus shift differential multiplied by two (2).~~

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

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

~~10.1.1~~ **Work Force Over 12 Consecutive Hours**

~~Those hours of work forced over twelve (12) consecutive will be paid at the basic rate plus shift differential multiplied by two (2).~~

~~10.1.2~~ **10.1.1 Volunteered Overtime**

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

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~~10.1.3~~ **10.1.2 Short Notice Vacancies**

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

~~10.1.3.1~~ **10.1.2.1 Filling Vacancy with On-Duty Staff**

When members are needed to meet personnel requirements on short notice, overtime will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of ~~said~~~~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.

~~10.1.3.2~~10.1.2.2 Filling Vacancy with Off-Duty Staff

The member called on short notice to work overtime from off duty status ~~shall~~ 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.

~~10.1.4~~10.1.3 **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.

~~10.1.4.1~~10.1.3.1 Posting of Overtime

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

~~10.1.5~~10.1.4 **Long Notice Overtime (Greater Than 72 Hours' Notice)**

When members are needed to meet shift staffing requirements known at least ~~seventy-two (72)~~ hours prior to the actual assignment.

~~10.1.5.1~~10.1.4.1 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.

~~10.1.5.1.1~~10.1.4.1.1 Order of Officer Staffing:

Police Officer
Sergeants
Lieutenants
Detectives

~~10.1.5.1.2~~10.1.4.1.2 Order of Supervising Staffing:

Lieutenants
Sergeants

~~10.1.6~~10.1.5 **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.

~~10.1.7~~10.1.6 **Other Overtime**

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

~~10.1.8~~10.1.7 **No Volunteers / Forced Overtime**

In the event no volunteers are obtained in the above processes, then overtime ~~shall~~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 ~~fourteen (14)~~ consecutive hours nor be forced to work all of their off-duty days. In such instances, the next least senior member may be assigned to work.

~~10.1.8.1.1~~10.1.7.1.1 When forcing a member to work overtime would result in ~~double time pay due~~ No Days Off (NDO) or Work Force Over (WFO) due to ~~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.

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~~Any hours which prevents them from having forty eight (48) consecutive hours off for those employees working 10 hour shifts, or twenty four (24) hours off for those employees working an 8 hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty eight (48) consecutive hours off or twenty four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) *See Appendix A diagram for flow chart of overtime*~~

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~~10.1.9~~10.1.8 **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.

~~10.1.9.1~~10.1.8.1 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.

~~10.1.9.2~~10.1.8.2 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.

~~10.1.9.3~~10.1.8.3 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.

~~10.1.10~~10.1.9 **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~~ 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.

~~10.1.11~~10.1.10 **Minimum Call Back Rate**

Members reporting to work and not put to work ~~shall~~ will receive two ~~(2)~~ hours pay at their regular rate unless notified not to report within ~~(4)~~ hours prior to the start of the shift.

~~10.1.12~~10.1.11 **Flex Schedule**

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

Section 10.2 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 10.3 Compensatory Time Off

10.3.1 Compensatory Time

~~Except for grant funded positions or assignments where compensatory time is not reimbursed, compensatory time off in lieu of overtime may be accrued, at the member's discretion, at the appropriate overtime rate. Compensatory time off shall be taken at mutually agreeable times. 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 hrs) 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.~~

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10.3.2 Compensatory Time Cash Out

~~Any compensatory time earned must be taken during the calendar year in which it is earned or paid at the end of that calendar year.~~

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10.3.3 Compensatory Time Carry Over for New Members

~~Members, during their first three years of employment, with notice to Payroll will be allowed to carry over up to 80 hours of compensatory time, but they will be required to either take or cash out all accumulated compensatory time by December 31 of the year following the third anniversary of their date of hire.~~

Commented [ANM29]: Comp time language

10.3.4 Requesting to Carry Over Compensatory Time

~~Members may be allowed to carry over compensatory time into the following year with approval from the Mayor.~~

Commented [ANM30]: Comp time language

~~10.3.5~~10.3.2 **Payment on Separation from Service**

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

Section 10.4 Meal Break

A meal break of ~~thirty (30)~~ minutes ~~shall~~will be allowed on each shift. Those employees who are subject to recall to work on their meal break ~~shall~~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 ~~shall~~will be given the chance or opportunity to eat as time permits.

Section 10.5 Relief Breaks

All members shall be allowed one ~~(1)~~ relief break not to exceed ~~fifteen (15)~~ minutes in duration during the first ~~(1st)~~ half of the shift, and ~~fifteen (15)~~ minutes during the second ~~(2nd)~~ half of the shift. When working overtime, paid relief breaks of ~~fifteen (15)~~ minutes ~~shall~~will be taken every two ~~(2)~~ hours. When working other than a regular shift, ~~fifteen (15)~~ minute relief breaks may be taken every two ~~(2)~~ hours.

Section 10.6 Time Changes

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

Section 10.7 Training Requirement

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

Section 10.8 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 10.9 Police Patrol Supervision

10.9.1 Sergeants as Watch Commander

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

10.9.2 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.

10.9.2.1 Pay Calculation

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

10.9.3 Acting Lieutenants

Acting Lieutenants may be ~~utilized~~ used on a continuing basis for a period up to ~~twelve (12)~~ months, which may be extended by mutual consent. Acting Lieutenants ~~shall will~~ enjoy all emoluments of a regular Lieutenant during the period ~~he/she is~~ they are in acting capacity.

10.9.3.1 Pay Calculation

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

Section 10.10 Police Administration

10.10.1 Deputy Chief and Captain Positions Assignment

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

10.10.1.1 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.~~

10.10.1.2 Deputy Chief Pay

~~The Deputy Chief will receive performance pay at twelve percent ~~(12%)~~ above their step on Lieutenant classification scale.~~

~~10.10.1.1~~ 10.10.1.3 Captain Pay:

~~The Captain will receive performance pay at six percent (6%) above their step on Lieutenant classification scale.~~

~~10.10.1.2 The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to him/her by the Department Head. Except for any disciplinary action based upon just cause, the Deputy Chief maintains his/her normal classification of Lieutenant. The Deputy Chief will receive performance pay at ten percent ~~(10%)~~ above the base pay of their current step on Lieutenant classification scale. The Deputy Chief will not be eligible for shift differential and will not retain patrol seniority for bidding purposes while in that assignment. All time accrued in that position will be credited upon their reassignment to another assignment. Reassignment of the Deputy Chief to another assignment will not reflect negatively against his/her personnel file and will not be considered a discredit on his service record.~~

~~10.10.1.3~~ 10.10.1.4 Lieutenant Assignments

Lieutenants assigned to positions other than Shifts (such as Investigations and Special Operations) ~~shall~~will serve a minimum two ~~(2)~~ year assignment. If mutually agreed upon by the City and the incumbent, the assignment may be extended up to a maximum of five ~~(5)~~ years. Except for just cause, Lieutenants in these assignments may not be removed prior to completion of a two ~~(2)~~ year assignment.

Section 10.11 Supervisor Compensatory Time

~~The nature of the work in Patrol requires Lieutenants or Sergeants working as watch commanders to report in prior to their scheduled shift for briefing, and to routinely work beyond their shift to complete necessary duties. The Department agrees to credit each member referenced above with one half (.5) hour comp per week if the member works up to 24 hours per work week in that capacity, or one (1) hour comp per week if the member works in excess of 24 hours in that capacity per week.~~

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Section 10.12 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 ~~shall 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, ~~shall 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 ~~shall will~~ be paid one hour of pay at the overtime rate for each time period of ~~twelve (12)~~ hours or less of standby. When assigned to standby on a non-floating holiday, the member ~~shall will~~ receive two hours of overtime for each time period of ~~twelve (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 ~~shall must~~ remain available by telephone and ~~shall must~~ remain physically and mentally fit for immediate duty. Standby ~~shall may~~ not be used to avoid maintaining minimum staffing levels as set by the Department.

Section 10.13 Schedules

10.13.1 Blended Schedule

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

10.13.2 Forty Hour Work Week

10.13.2.1 Five Days, Eight Hour Shifts

10.13.2.1.1 For members who work a five/eight shift, all work performed in excess of ~~forty (40)~~ hours within a week or eight ~~(8)~~ hours within a twenty-four-hour period ~~shall will~~ be paid at one and one-half ~~(1.5)~~ times the basic rate of pay.

10.13.2.1.2 ~~Any forced overtime that deprives the member working 5/8s of 24 consecutive hours off shall be paid at the basic rate plus shift differential times two. (Any forced hours worked within the Twenty-Four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) See No Days Off (NDO) – Article 30.~~

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10.13.2.2 Four days, 10-Hour Shifts

10.13.2.2.1 A mutually agreeable alternative to the normal five ~~(5)~~ day, eight ~~(8)~~ hour work week shall be ~~is~~ four ~~(4)~~ work days preceded or followed by three ~~(3)~~ consecutive days off. The member is guaranteed four ~~(4)~~ ~~ten (10)~~ hour days within the work week provided ~~he/she~~ ~~is 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 ~~(4)~~ ~~ten (10)~~ hour work days. Hours worked on a normal workday shall ~~will~~ be paid in accordance with the Agreement, based on a ~~ten (10)~~ hour work day. Accordingly, members shall ~~will~~ receive overtime compensation for all hours exceeding ~~ten (10)~~ hours in work status per day.

10.13.2.2.2 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.

10.13.2.2.3 A member who works a 4/10 schedule shall ~~will~~ be paid overtime for all hours worked in excess of ~~ten (10)~~ hours in a day.

~~10.13.2.2.4 Any member who is forced to work any hours which prevents them from having forty eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.)
See No Days Off (NDO) - Article 30~~

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**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 ~~shall consist~~s of ~~a forty (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 ~~shall 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 ~~(1/2)~~-hour ~~shall will~~ be deducted in half hour ~~(1/2)~~-increments.

11.1.3 Consecutive Days Off

Regardless of schedule worked, each member ~~shall be is~~ entitled to regularly scheduled days off each week. The numbers of days off ~~are is~~ defined by the schedule the employee works. Members should not be forced to work overtime on all of ~~his or her~~their off-duty days. ~~Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working 10 or 12 hours shifts, or twenty-four (24) hours off for those employees working a 8 hours shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off or twenty-four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee). See No Days Off (NDO) – Article 30*See Appendix A diagram for flow chart of overtime*~~

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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 ~~shall will~~ have a minimum of eight ~~(8)~~ 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 ~~sixteen (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 ~~shall will~~ be used to bid each shift as provided in this section and subsections. No member ~~shall 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 ~~shall have~~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 ~~shall will~~ be posted no later than six ~~(6)~~ months prior to the commencement of the applicable tour of duty. Leave ~~shall 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 ~~shall 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, ~~shall may~~ not exceed three years.

11.1.10.2.1 Voluntary Vacancy of Temporary Assignment

Members voluntarily electing to leave a temporary assignment early ~~shall 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 ~~thirty (30)~~ days from its start date.

11.1.11 **New Hires Shift Assignment**

Newly hired probationary employees ~~shall~~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" ~~shall~~will be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference ~~shall~~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 ~~(1)~~ one hour, other than ~~the classification that in which~~ the Employee normally holds, ~~shall~~will be paid at the same step in the appropriate highest classification pay scale's rate when filling ~~said position~~the classification. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, ~~shall~~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 ~~(6)~~ months in a calendar year unless otherwise agreed between the City and the Association.

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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 ~~(7)~~ calendar days prior to the ~~same taking effective date of the change~~. If the Employee is not given at least seven ~~(7)~~ calendar days' notice of the change, the Employee will be paid at the rate of time and one-half ~~(1-1/2)~~ 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 work day is also worked. This provision ~~shall 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 ~~shall will~~ suffer no loss in regular earnings but ~~shall will~~ be compensated during service at the member's rate of pay if on duty. Any witness fees ~~shall must~~ be turned over to the City.

11.4.2 Off-Duty Attendance

If members are off-duty, they ~~shall will~~ receive pay at the appropriate overtime rate with a two ~~(2)~~ hour minimum ~~pay~~. The appearance requirement of the off-duty employee ~~shall be 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 work-day will be reassigned to dayshift for that day. Any payment for jury service ~~will 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 work day.

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 sections [7.12\(B\)](#) and [8.9](#))

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11.6.1 Payment Increments

Overtime shall be measured in one-half ~~(1/2)~~ 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 ~~does~~ ~~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.

Work Forced Over 12 Hours in a 24-Hour Period

~~Those hours of work forced over twelve (12) hours in any employee's 24-hour day will be paid at the basic rate plus shift differential multiplied by two (2).~~

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

Those hours of work forced over ~~twelve (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.

11.6.6

Work Forced Over 12 Consecutive Hours

~~Those hours of work forced over twelve (12) consecutive hours will be paid at the basic rate plus shift differential multiplied by two (2).~~ Work Force Over 12 Consecutive Hours (WFO)

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

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11.6.7

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 ~~twenty-four (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 ~~said 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 ~~seventy-two (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, ~~and Classification Seniority for Supervisor Overtime.~~

~~11.6.11.1.1 Order of Supervising Staffing:
— Shift Supervisor
— Lead Dispatcher~~

11.4.11.1.2 Order of Dispatch Staffing:
Departmental Seniority including Supervisor, ~~Lead,~~
and Dispatcher

11.6.12 **Other Overtime**

All other overtime ~~shall 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 ~~utilized~~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 ~~shall~~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 ~~sixteen~~ (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**

~~Any member who is forced to work any hours which prevents them from having forty-eight (48) consecutive hours off for those employees working a 10 or 12 hour shift schedule, or twenty-four (24) hours off for those employees working an 8-hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty-eight (48) consecutive hours off or Twenty-four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee). See No Days Off (ND) and Work Force Over (WFO) – Article 30 See Appendix A for flow chart of overtime~~

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

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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 ~~(2)~~ hours pay at their regular rate unless notified not to report at the end of their previous work day or two ~~(2)~~ 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

~~Except for grant funded positions or assignments where compensatory time is not reimbursed, compensatory time off in lieu of overtime may be accrued, at the member's discretion, at the appropriate overtime rate. Compensatory time off shall be taken at mutually agreeable times.~~

~~11.7.1 **Compensatory Time Cash Out**~~

~~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 hrs) 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. Any compensatory time earned must be taken during the calendar year in which it is earned or paid at the end of that calendar year.~~

~~11.7.2~~ **Compensatory Time Carry Over for New Members**

~~Members, during their first three years of employment, with notice to Payroll will be allowed to carry over up to 80 hours of compensatory time, but they will be required to either take or cash out all accumulated compensatory time by December 31 of the year following the third anniversary of their date of hire.~~

~~11.7.3~~ ~~11.7.1~~ **Requesting to Carry Over Compensatory Time**

~~Members may be allowed to carry over compensatory time into the following year with approval from the Mayor, or his / her designee.~~

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~~11.7.4~~ ~~11.7.2~~ **Payment on Separation from Service**

Should a member separate from service for any reason, the member's compensatory time ~~shall 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 ~~thirty~~ (30) minutes ~~shall will~~ be allowed on each shift of eight ~~(8)~~ hours or greater in duration. Those employees who are subject to recall to work on their meal break ~~shall 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 ~~shall will~~ be given the chance or opportunity to eat as time permits.

Section 11.9 Relief Breaks

All members ~~shall will~~ be allowed two ~~(2) fifteen~~ (15) minute breaks for every eight ~~(8)~~ hours worked and one ~~(1) additional fifteen~~ (15) minute break for each additional four ~~(4)~~ hour increment.

Section 11.10 Time Changes

During Daylight Savings Time changes, members ~~shall 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 ~~shall~~must successfully complete training and be capable of performing the required duties of the position prior to working in solo capacity. Solo capacity ~~shall~~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 ~~twelve~~ {12} hours to physically respond to the Center if needed, one of the Shift Supervisors 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](#) ~~shall~~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 ~~as 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

~~The City shall utilize Lead Dispatchers as Shift Supervisors on the assigned Shift Supervisor's RDOs and periods of leave.~~

11.13.1 Lead Dispatchers Working as Shift Supervisors

~~Lead Dispatchers may not work shift supervisor overtime unless the overtime has been offered to and refused by all Shift Supervisor's first.~~

11.13.1.1 Section 11.13 Pay Calculation

~~A Lead shall be paid at a 7% premium above his/her current base wage rate while working as acting Shift Supervisor.~~

11.13.2 11.13.1 Acting Supervisor

Acting Shift Supervisor may be ~~utilized~~ used on a continuing basis for a period up to ~~twelve (12)~~ months, which may be extended by mutual consent. Acting Shift Supervisor ~~shall enjoys~~ all emoluments of regular Shift Supervisor during the period ~~he/she~~ ~~is they are~~ in acting capacity.

11.13.2 11.13.1 Pay Calculation

Acting Supervisors ~~shall will~~ be paid at their current step on the ~~SUPERVISOR CLASSIFICATION~~ 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.

11.14.1 Leads as Supervisors

~~The City may use the practice of utilizing LEADS as Shift Supervisors on the assigned Supervisor's RDOs and periods of leave.~~

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Section 11.15 Supervisor Compensatory Time

The nature of the work in Dispatch requires Shift Supervisor ~~/Lead Dispatchers~~ to routinely work beyond their shift to complete necessary duties. The department agrees to credit each Shift Supervisor ~~/Lead Dispatcher~~ with one-half ~~(.5)~~ hour comp per week if the member works up to 24 hours per work week, or one ~~(1)~~ 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 ~~shall 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 ~~shall 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 ~~shall will~~ be paid two hours of pay at the overtime rate for each time period of ~~twelve (12)~~ hours or less of standby. When assigned to standby on a non-floating holiday, the member ~~shall will~~ receive four hours of overtime for each time period of ~~twelve (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 ~~shall must~~ remain available by telephone and ~~shall must~~ remain physically and mentally fit for immediate duty. Standby ~~shall 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 ~~forty (40)~~ hours within a week or eight ~~(8)~~ hours within a twenty-four-hour period ~~shall will~~ be paid at one and one-half ~~(1.5)~~ times the basic rate of pay.

11.17.2.1.2 ~~Any forced overtime that deprives the member working 5/8s of 24 consecutive hours off shall be paid at the basic rate plus shift differential times two. (Any forced hours worked within the Twenty Four (24) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee). See No Days Off - Article 30~~

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11.17.3 **Four Day, 10 Hour Shifts**

- 11.17.3.1 A mutually agreeable alternative to the normal five ~~(5)~~-day, eight ~~(8)~~-hour work week ~~shall be~~ four ~~(4)~~-work days preceded or followed by three ~~(3)~~-consecutive days off. The member is guaranteed four ~~(4)~~-~~ten~~-~~(10)~~ hour days within the work week provided ~~he/she is~~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~~s of four ~~(4)~~-~~ten~~-~~(10)~~ hour work-days. Hours worked on a normal workday ~~shall will~~ be paid in accordance with the Agreement, based on a ~~ten~~-~~(10)~~ hour work-day. Accordingly, members ~~shall will~~ receive overtime compensation for all hours exceeding ~~ten~~-~~(10)~~ hours in work status per day.
- 11.17.3.2 A member who works a 4/10 schedule ~~shall will~~ be paid overtime for all hours worked in excess of ~~ten~~-~~(10)~~ hours in a day.
- 11.17.3.3 ~~Any member who is forced to work any hours which prevents them from having forty eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee). See No Days off - Article 30~~

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

- 11.17.4.1 A mutually agreeable alternative for FECC to the normal ~~forty~~ forty-hour work week schedules (five ~~(5)~~-day, eight hour work week or four ~~(4)~~-day, 10 hour work week) ~~shall consist~~s of a work week of an alternating schedule of three ~~(3)~~-12 hour consecutive work days, followed by four ~~(4)~~-consecutive days off, and four ~~(4)~~-12 hour work days followed by three ~~(3)~~-consecutive days off.

11.17.4.2 ~~Any member who is forced to work any hours which prevents them from having forty eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2. (Any forced hours worked within the forty eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.) Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee). See No Days Off - Article 30~~

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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 ~~shall be~~ considered holidays with no deductions in pay:

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

And such other days as the City Council, by Resolution, may fix as holidays for all City employees. Should any other City employees be awarded any holidays in addition to the above, such additional holidays ~~shall will~~ be holidays for the members of this Bargaining Unit as well. In addition, each member ~~shall will~~ receive two ~~(2)~~ paid personal days of leave each year, to be scheduled at the mutual consent of the parties. A personal holiday does not carry over to successive years and has no monetary value~~:-~~; if not taken each year, it is lost. Personal holidays are defined to be equal to the members current assigned duty hours.

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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.

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Section 12.3 Holiday During Leave

If a holiday falls during an employee's vacation or extended leave due to illness/injury, the employee ~~shall will~~ receive holiday pay equal to that employee's regular scheduled shift for the holiday and ~~shall will~~ not be charged leave time for that day. Regular employees on lay-off ~~shall 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 ~~shall~~ accumulates at the rate shown below. Employment for eight ~~(8)~~ or more days shall be considered employment for a full pay period for the purpose of computing personal leave.

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

13.1.2 ~~No Limit of Leave Accumulation~~ Personal Leave Cap

~~There shall be a 600 hour limit on the number of~~ no limit on the number of hours that may be accrued in the leave bank. 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.

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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 ~~shall~~ must notify the supervisor not later than one ~~(1)~~ hour prior to the employee's scheduled reporting time. Such use of Personal Leave ~~shall~~ 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 ~~shall 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 ~~but unused~~, ~~shall will~~ be number one for bid purposes. If personal leave is equal, classification seniority will determine priority. An employee ~~shall must~~ notify the Department Head through ~~his/her~~their supervisor at least one ~~(1)~~ day in advance when not more than two ~~(2)~~ days of leave are desired, or at least one ~~(1)~~ week in advance when longer periods of leave are desired. Leave requests for periods of leave in excess of two ~~(2)~~ days ~~shall will~~ be considered confirmed if not denied to the employee by the appropriate authority within five ~~(5)~~ working days of the request. The written denial ~~shall 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 case-by-by~~ case basis, Department Head may approve leave outside of this section.

13.3.4 ~~Probationary Period Leave~~

~~Employees serving a probationary period on their original appointment leaving the City service without satisfactorily completing their probationary period shall not be entitled or compensated for any accrued leave.~~

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Section 13.4 Termination

Upon termination, of any employee covered by this Agreement, accrued Personal Leave ~~shall~~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 ~~utilize~~use their leave bank cash out for Deferred Compensation catch up ~~shall beare~~ 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 ~~his or her~~their spouse and/or dependents, or other special circumstances as approved by the ~~City~~ Mayor, the Employee ~~shall 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 ~~City~~ Mayor will decide the issue. The Employee ~~shall will~~ receive payment within seven ~~(7)~~ 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 ~~shall 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 ~~City~~ 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 ~~his or her~~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 ~~City~~ Mayor, the employee's position may be filled by limited-term appointment, temporary promotion, or temporary reassignment of any employee. At the expiration of the leave without pay, the employee has the right to, and ~~shall 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 ~~shall does~~ not constitute a break in service, but any period in excess of ~~ten (10)~~ days in any calendar year may not be creditable for vesting or retirement under the State of Alaska Public Employee's Retirement System. Longevity credits for purposes of completing probation, pay anniversary date, and accumulation of leave benefits ~~shall will~~ be suspended during the period of leave without pay. City medical benefits ~~shall will~~ continue during any period of leave without pay.

13.7.3 Requested Reduction in Hours

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

Section 13.8 Military Leave

An Employee who has completed ~~his/her~~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 ~~twenty (20)~~ working days per calendar year. Such military leave ~~shall 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 ~~City~~ Mayor may grant additional periods of military leave in the event of hardship due to an extended involuntary employee call up in conformity with federal and state law.

Section 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 Funeral Leave

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

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Section 13.11 Donated Leave

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

13.11.1 Minimum Hours Donated Leave

Each Employee wishing to donate Personal Leave will submit their donation of not less than four ~~(4)~~ hours in accordance with Department policy.

13.11.2 Donated Leave Conversion

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

Section 13.12 Business Leave

13.12.1 Business Leave Annual Donations

There is hereby created a chapter business leave bank which ~~shall~~ 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 ~~(4)~~ hours of annual leave into the chapter leave bank. Such request ~~shall-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.

13.12.2 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.

13.12.3 Business Leave Withdrawal

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

ARTICLE 14 PAY PERIODS

Section 14.1 Pay Periods

Pay periods covering days worked from the ~~first (1st)~~ to the ~~fifteenth (15th)~~ and from the ~~sixteenth (16th)~~ to the last day of the month ~~shall will~~ be established. Pay days ~~shall will~~ normally be on the ~~fifteenth (15th)~~ and the last day of each month. If pay day falls on Saturday, Sunday, or a holiday, then pay day ~~shall 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 ~~thirty (30)~~ calendar days' notice to the Association. If established, pay day shall fall on every other Friday. If pay day falls on a holiday, then pay day ~~shall 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 ~~shall 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 ~~shall 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 ~~shall 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 ~~shall will~~ be made available by the Employer for inspection by the Employee or PSEA Representative upon ~~twenty-four (24)~~ hours' notice by the Association.

Section 14.4 PERS Contribution

The City ~~shall~~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 ~~shall~~will serve a probationary period effective from the date of hire and extending six ~~(6)~~ months beyond Field Training and Evaluation Program (FTEP). completion of field training. The time period of six (6) months means actual time worked including regular days off but does not include leave without pay. Such time must be satisfactorily made up before probationary periods will be considered completed. Based upon performance evaluations, the probationary period may be extended in lieu of termination at the discretion of the Department Head for a period not to exceed one half (1/2) of the original probationary time. This extension is in addition to any time being made up as noted above.

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Section 15.2 Promotional Probation

The probationary, or working test period, is an integral part of the promotion process. It ~~shall~~will be ~~utilized~~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 ~~shall~~will complete a probationary period of six ~~(6)~~ months for all positions, however, the employee may be demoted to their former position at any time during this probationary period without the right to file a grievance.

Section 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:

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Personnel who have been placed on Leave Without Pay (LWOP) ~~shall~~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.

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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 ~~shall 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.

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Plans for Improvement Extension. Personnel who are within their initial or promotional probationary periods and are placed on an Individual Plan for Improvement ~~shall will~~ have their probationary period extended beyond the 6 months ~~(180 day)~~ period. The extension ~~shall 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.

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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.

————Physical or other injuries that result in a fitness for duty evaluation while within their initial hire probationary period my result in termination of employment.

Personnel who have been extended ~~shall must~~ be notified in writing using the Professional Development Form (PDF), and ~~shall must~~ acknowledge by signature of the action plan listed on the PDF form.

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Section 15.4 Pay During Probation

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

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~~Section 15.3~~**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 ~~shall~~will have first preference to occupy any vacant Bargaining Unit position for which the employee is otherwise qualified, but in no event ~~shall~~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 ~~City~~ 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 ~~twenty-four (24)~~ months, after which the employee returns to work at the first available opportunity, ~~shall-is~~ not ~~be~~ considered a separation. Longevity credits for purposes of completing probation, pay anniversary date, and the accumulation of leave benefits ~~shall-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 ~~shall~~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 ~~shall~~will govern.

16.3.2 Notification of Lay-off

The member ~~shall~~will have five ~~(5)~~ business days from the date ~~he/she/they~~ receives 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 ~~shall~~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 ~~shall~~will be determined by the following:

- 16.3.3.1 A veteran ~~shall~~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 ~~shall~~will be determined alphabetically by last name at the time of hire.

16.3.4 **Other Classification Lay-off**

No regular or probationary member ~~shall~~may be laid off while there ~~is~~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.

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16.3.5 **Non-Bargaining Unit Employee**

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

16.3.6 **Other Classification Hiring**

No temporary, provisional, or seasonal members ~~shall~~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 ~~shall~~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 ~~thirty~~{30} days or less, the recalled member ~~shall~~will receive ~~fifteen~~percent ~~(15%)~~ above base wage in lieu of benefits.

16.3.8 **Permanent Recall**

If the position lasts over ~~thirty~~(30) days, the recalled member ~~shall~~will be given regular status during the period of recall. In such event, the recalled member ~~shall~~is not ~~be~~ entitled to the ~~fifteen~~percent ~~(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 ~~sixty~~ ~~(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 ~~shall~~must receive notice of the lay-off, its effective date, and the possibility of being displaced. The member laid off through the displacement process ~~shall~~must receive notice in advance of the potential lay-off and at least ~~ten~~ ~~(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~~The laid off member ~~shall~~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 ~~(5)~~ years from the effective date of the lay-off.

- 16.5.1.1 The classification lay-off list ~~shall~~will be ranked in inverse order of lay-off. The recalled position ~~shall~~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 ~~shall~~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 ~~shall~~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 ~~shall~~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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ must within ~~fourteen~~ (14) days after receipt of the recall notice notify the City in writing as to ~~his/her~~ their decision regarding the recall offer. The member at the top of the recall list ~~shall~~ will have the first opportunity to accept the position provided ~~he/she~~ they possesses 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 ~~fourteen~~ (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 ~~shall~~will be terminated upon:

- Discharge
- Resignation
- Lay-off for a period of five ~~(5)~~ years or more, or inability to return to work from a job-incurred injury or illness of five ~~(5)~~ years or more.
- Willful abandonment of position (Failure to report for duty within three days following approved absence).

Section 17.2 Seniority Preserved

Department Seniority ~~shall~~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 ~~(6)~~ months
- Retirement disability up to five ~~(5)~~ years
- FMLA

*Any periods of Leave Without Pay (LWOP) other than list above ~~shall~~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 ~~shall will~~ be number one ~~(1)~~ on the Department Seniority list and all other members ~~shall 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, ~~shall 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, ~~his/her~~their classification seniority ~~shall will~~ continue to accrue in ~~his/her~~their former position for up to ~~(6)~~ six months after promotion. Thereafter, the Bargaining Unit and classification seniority of the member promoted outside the Bargaining Unit ~~shall~~ terminates.

17.4.2 Returning to Bargaining Unit

Employees promoted out of this Bargaining Unit who are involuntarily demoted or whose positions are eliminated ~~shall will~~ be returned with departmental seniority and ~~shall 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, ~~his/her~~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 his/her/their former classification due to disciplinary action, his/her/their classification seniority within the departing position will not accrue toward his/her/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 his/her/their former classification due to non-disciplinary reasons, the time spent in his/her/their involuntary classification will accrue toward his/her/their classification seniority in his/her/their former position upon return to his/her/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 his/her/their former position for up to six ~~(6)~~ months. If the promoted member remains in his/her/their current position beyond six ~~(6)~~ months, his/her/their former classification seniority will be frozen at the time reflecting the date of his/her/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, ~~shall is not be~~ considered disciplinary action and ~~shall is not be~~ subject to the grievance procedure, nor ~~shall 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 ~~shall 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 ~~his/her~~their Department Head with approval of the ~~City~~ Mayor, or designee, for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence, or other justifiable reason when alternate personnel actions are not appropriate. Employees ~~shall must~~ be furnished an advance written notice at least ~~twenty four (24)~~ hours prior to the effective date containing the nature of the proposed action. Said employee ~~shall must~~ be advised that ~~he/she is~~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" ~~shall be deemed to mean~~s that the member is suspended for the full ~~twenty four (24)~~ hours of such day.

Section 18.4 Reasons for Dismissal

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

- Failure to meet prescribed standards of work, morality and ethics to an extent that makes a member unsuitable for employment in the Department
- Theft or unjustified destruction of City property
- Incompetence, inefficiency, or negligence in the performance of duty
- Insubordination
- Conviction of a felony, or a misdemeanor involving moral turpitude
- Notoriously disgraceful personal conduct
- Unauthorized absence
- Acceptance of any consideration which was given or accepted with the expectation of influencing the member in the performance of ~~his/her~~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 ~~shall 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 ~~shall become~~ effective on the date specified. During the appeals procedure of any discipline less than termination, the employee ~~shall will~~ be retained in duty status, or placed on leave with pay, at the discretion of the ~~City~~ Mayor or designee.

Section 18.7 Notice of Termination from City

The City agrees all permanent Employees who have completed probationary requirements ~~shall will~~ be given ~~thirty (30) days'~~ notice of separation, or ~~thirty (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 ~~thirty (30) days~~ or more ~~shall must~~ give the City two ~~(2) weeks'~~ notice before leaving ~~his or her~~ 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 ~~shall may~~ be disciplined, demoted, or discharged except for "just cause."

ARTICLE 19 CLASSIFICATION AND HOURLY WAGE RATES

Special Duty Pay

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Employees performing department sanctioned on the job training, personnel assigned to PIO duties, Lieutenants and Sergeants assigned to Investigations, lead detectives, and K-9

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Officers will receive a 5 % allowance for the performance of these duties. This allowance will be calculated on the base wage of the employee.

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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 his designee. These 6 patrol officers will be paid the FTO (5%) for all hours worked even when not performing on the job training.

Section 19.1 ~~FTOs performing department sanctioned on the job training, Lieutenants and Sergeants assigned to the Investigations, personnel assigned to PIO duties, civilian supervisors, lead detective, and K-9 officers will receive a five percent (5%) allowance for the performance of these duties. This allowance will be calculated on the base wage of the employee.~~

Section 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 ~~(5%)~~ for swing shift and ten percent ~~(10%)~~ 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, ~~he/shethey shall 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 ~~forty (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 ~~shall be will~~ moved to Recruit II step.
- 19.4.4 The rate of pay for members while attending the Alaska Law Enforcement Training Course (police academy) will be 23% percent of the Police Officer One (PO 1) step. This calculation will be referred to as the academy rate of pay.

- 19.4.5 The city understands that academy schedules are fluid and a recruit officer may not be assigned specific tasks for all the hours credited to work. This work schedule will be credited regardless of the actual day to day schedule.
- 19.4.6 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.
- 19.4.7 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 (3) 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.

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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 his/her 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 ~~shall 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 (1/2) the overall authorized Detective positions. The temporary assignment is for a five (5) 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.~~

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~~Section 19.8~~**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 ~~shall~~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 ~~shall will~~ be paid by the City. All training conducted in accordance with this section ~~shall 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 ~~shall 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 ~~shall 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 ~~shall 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 ~~shall~~ 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 ~~shall will~~ have that equipment received to them and ~~shall will~~ be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe, or unserviceable, it ~~shall must~~ be turned in to the City to be repaired or replaced. Employees ~~shall must~~ use all reasonable means to protect and secure all City property, equipment, and supplies. Upon termination of employment, each Employee ~~shall 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 ~~shall may~~ be required to operate any unsafe equipment. No disciplinary action or other form of discrimination ~~shall 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 ~~shall will~~ receive a cleaning allowance in the amount of ~~sixty five dollars~~ (\$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 ~~shall must~~ surrender all issued items, or the cost of such items not surrendered ~~shall will~~ be deducted from the Employee's final check.

Section 21.6 Initial Issue Uniforms.

21.6.1 Issued Clothing

Each commissioned member ~~shall~~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.

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Section 21.7 Sidearm

The City ~~shall~~ 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 ~~his/her~~ their sidearm and badge.

Section 21.8 Clothing Allowance

All non-uniformed commissioned officers and uniformed civilian employees ~~shall~~ 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/transfer-~~ 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 ~~shall~~ may be filled from among PSEA bargaining unit members if a qualified member applies.

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Section 22.2 Qualifications

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

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Section 22.3 Vacancy Announcements

Vacancy announcements ~~shall 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 ~~shall must~~ be posted.

Section 22.4 Applications

~~Applications are to be accepted for vacant or newly created positions within the Bargaining Unit. They shall be submitted on the city application form. The announcement from the Human Resources Dept will state instructions for their acceptance.~~

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Section 22.5 Advertised Internally First

~~When a vacancy occurs, or a new position is established, the Department Head 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 and interview. give first preference to the promotion or transfer of any member from within the Police Department. The announcement shall be circulated and members shall indicate, in writing, their desire to apply for the position. All interested employees who possess the requisite qualifications, as listed in the job description, will receive an interview prior to the commencement of further recruitment. The length of service will remain unbroken and all accrued benefits shall remain unchanged. A new classification seniority date shall apply from the date of entry into the new position.~~

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Section 22.6 Eligibility After Probationary Period

Bargaining Unit members who have completed their initial probationary period ~~shall 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 ~~shall will~~ remain unbroken.

Section 22.7 Transfer Within Bargaining Unit

Consistent with Section 19.6, regular Bargaining Unit employees seeking promotional or lateral transfer or transfers to a different 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 22.8 Qualifications

Open or vacant positions shall 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 ~~Detective and Sergeant~~ shall will be an APSC Intermediate Certificate ~~or equivalent and two (2) years of continuous duty as a certified law enforcement officer.~~ or equivalent.
- Pre-test qualifications required for the rank of Lieutenant shall 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 22.9 Probationary Period

Promotions within or between all sworn classifications shall will be probationary for a six ~~(6)~~ month period during which an employee may be demoted to their previous position.

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ARTICLE 23 PERSONNEL RECORDS

Section 23.1 File Maintenance

The ~~City~~ Mayor shall provide for the maintenance of a personnel file which includes those documents which reflect an individual's complete status as an employee from date of hire to termination. Only one such file ~~shall 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 ~~shall 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 ~~shall 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 ~~shall will~~ have access to ~~his/her~~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 ~~shall 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 ~~shall prevent~~s supervisors from maintaining and ~~utilizing 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 ~~shall 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 ~~shall 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 ~~(5)~~ years or older, ~~shall~~ may not be examined ~~nor~~ considered for use at subsequent disciplinary or promotional proceedings. Access to such documents ~~shall be~~ is limited as provided for in Section [23.3](#) of this Article.

Section 23.9 Citizen Complaints

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

Section 23.10 Removal of File Information

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

ARTICLE 24 MANUAL OF DIRECTIVES

Section 24.1 Manual of Policy & Procedure

A Manual of Policy & Procedure ~~shall~~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 ~~thirty (30)~~ days in advance of their effective date. Any changes that affect a mandatory subject of bargaining ~~shall~~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

Official Travel Outside City of Fairbanks

~~It is the intent of this section to provide reimbursement for actual and necessary expenses incurred by bargaining unit members because of travel on City business/duty. The per diem rate shall be sixty (\$60.00) per day and shall be adjusted upward to match any higher amount set by the City Code. In addition to per diem and hotel reimbursement, members shall be reimbursed for ground travel expenses and other incidental expenses upon the presentation of receipts. Employees may receive travel advances for anticipated travel expenses, when requested in advance. Per diem rates shall be based on eight (8) hour days. Time less than four (4) hours shall be considered half days and the member shall receive \$25.00. Time shall begin when the employee leaves his/her home on City business/ duty and shall end when returning home. Per Diem shall not apply to periods of annual leave.~~

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.

Commented [ANM63]: TA 1/18/2021 by Meeks / Wixon

Section 25.1 Use of Personal Vehicles

Employees are not obligated to use their privately-owned vehicles for City business. Unless a City vehicle is provided and readily available, an employee may use their privately-owned vehicle. Reimbursement for such use ~~shall 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 ~~shall~~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 ~~shall~~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 ~~(6)~~ 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 ~~shall 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 ~~utilization-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 ~~shall 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 ~~shall are not be~~ entitled to paid personal leave, holiday pay, or other benefits enjoyed by regular employees. All temporary employees ~~shall will~~ be compensated on an hourly basis for actual work performed. In lieu of additional benefits and PERS participation, temporary employees ~~shall will~~ receive an additional compensation of fifteen percent ~~(15%)~~ 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 ~~utilize~~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 ~~forty (40)~~ hours per week by temporary employees ~~shall will~~ be considered overtime and payable at one and one-half ~~(1.5)~~ 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 ~~thirty~~ (30) hours a week, including the employment of two ~~(2)~~ persons to fill one ~~(1)~~ 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 ~~shall will~~ be made independently by the City except as provided in this Agreement. The City will not abuse the hiring and ~~utilization use~~ of part-time employees.

Section 28.3 Part-Time Employee Records

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

Section 28.4 Part-Time Employee Benefits

Part-time employees ~~shall are~~ not ~~be~~ entitled to paid personal leave, holiday pay, or other benefits enjoyed by regular employees. All part-time employees ~~shall will~~ be compensated on an hourly basis for actual work performed. In lieu of additional benefits and PERS participation, part-time employees ~~shall will~~ receive an additional compensation of ~~fifteen percent (15%)~~ 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 ~~utilize~~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 ~~forty (40)~~ hours per week shall be considered overtime and payable at one and one-half ~~(1.5)~~ 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 ~~shall will~~ be deleted unless re-signed again after the effective date of this Agreement, though the parties agree that certain LOAs ~~shall 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 ~~shall~~ govern. In the event that any portion of this Agreement is found by a court to be invalid, the provisions of [Article 5, Section 3](#), ~~shall~~ apply. Only during any interim period between such finding of invalidity and subsequent Agreement ~~shall 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 ~~shall~~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 ~~shall~~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

Commented [ANM64]: Add definitions for comp time conversion

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 ~~shall means~~ the date at which an employee has completed a service year of ~~fifty two (52)~~ weeks of paid service. Unless otherwise provided for herein, anniversary dates will be delayed to reflect non-paid absences.

Section 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" ~~shall 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

Commented [ANM65]: TA's 2/14/2022 by Sanders / Wixon

~~Section 30.16~~ **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 30.17

No Days Off

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Any member who is forced to work any hours which prevents them from having ~~forty-eight (48)~~ consecutive hours off for those employees working ~~ten (10)~~ or ~~(12)~~ hour shift schedules, or ~~twenty-four (24)~~ hours off for those employees working an ~~eight (8)~~ 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 ~~forty-eight (48)~~ consecutive hours off or ~~twenty-four (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.)

Commented [ANM66]: TA'd 2/14/2022 by Sanders/Wixon

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~~Section 30.17~~**Section 30.18 Non-Permanent Employee**

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

~~Section 30.18~~**Section 30.19 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 30.19~~**Section 30.20 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 30.20~~**Section 30.21 Promotion**

"Promotion" ~~shall be~~ 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 30.21~~**Section 30.22 Shift**

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

~~Section 30.22~~**Section 30.23 Tour**

"Tour" is a four-month shift assignment.

Section 30.24 Transfer

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

Volunteered Overtime

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

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

Those hours of work forced over ~~twelve (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.

Work Force Over 12 Consecutive Hours (WFO)

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

Commented [ANM67]: Added in definitions alphabetically

The word "may" is an expression of possibility, a permissive choice to act or not, and ordinarily implies some degree of discretion. This contrasts with the word "shall," which is generally used to indicate a mandatory provision.

"Must" represents more of an obligation while "should" represents a probability or recommendation.

Commented [ANM68]: Added for clarity of the words may, must, shall, and should.

ARTICLE 31 EXECUTION OF AGREEMENT

THIS AGREEMENT, CONSISTING OF 131 PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON _____ AND BY THE MEMBERSHIP OF THE ASSOCIATION ON _____. AGREEMENT UPDATED _____.

CITY OF FAIRBANKS

PUBLIC SAFETY EMPLOYEES ASSOCIATION

Jim Matherly Date
Mayor, City of Fairbanks

Andrew Wixon Date
Chapter Chair / [Lead Negotiator](#)

[Mike Sanders](#) Date
[City of Fairbanks Chief of Staff](#)

Richard Sweet Date
[Chapter Vice Chair / Negotiator](#)

Angela Foster-Snow Date
Lead Negotiator

Robert Hall Date
[Chapter Treasurer / Negotiator](#)

[Ron Dupee](#) Date
[Chief of Fairbanks Police Dept](#)

Angela Modrell Date
[Chapter Secretary / Negotiator](#)

[Kristi Merideth](#) Date
[Fairbanks Emergency
Communication Center Manager](#)

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
		RDO 3	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 ~~2019 PAY SCALE~~ 2022 PAY SCALE

Commented [ANM69]: Replace 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

Commented [ANM70]: FTO LOA? Other LOAs that need to be included?

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

REVENUE	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>
EXPENDITURES			
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: Mayor Matherly
Finance Committee Meeting: February 22, 2022
Introduced: February 28, 2022

**ORDINANCE NO. 6199, AS AMENDED
(PROPOSED SUBSTITUTE)**

**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	\$ 38,396,852	\$ (2,000,000)	\$ 36,396,852
EXPENDITURES			
Mayor Department	\$ 702,040	\$ 14,750	\$ 716,790
Legal Department	222,230	2,200	224,430
Office of the City Clerk	442,595	2,490	445,085
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	43,810	7,747,268
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	\$ 37,687,087	\$ 1,000,735	\$ 38,687,822
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	(727,960)	(18,195)
2022 estimated unassigned balance	<u>\$ 11,970,297</u>	<u>\$ 213,909</u>	<u>\$ 12,184,206</u>

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

\$ 7,737,564

CAPITAL FUND

REVENUE	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>
EXPENDITURES			
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, AS AMENDED
AMENDING THE 2022 OPERATING AND CAPITAL BUDGETS
FOR THE FIRST TIME

GENERAL FUND
\$2,000,000 Decrease in Revenue
\$1,000,735 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)
 - **\$3,950 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care for FGC employees (Mayor increase of health care benefits will be effective April 1, 2023)**
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)
 - **\$1,390 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care for FGC employees**

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)
- **\$900 increase in salaries and benefits for CPI of 1.7% versus budget of 1.5% and additional cost for health care for FGC employee**

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)
- **\$27,000 increase in salaries and benefits to change one permanent full-time firefighter to a permanent full-time captain for training, department anticipates overtime savings of \$23,500**

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

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

RESOLUTION NO. 5008

A RESOLUTION URGING THE UNITED STATES OF AMERICA, STATE OF ALASKA, AND EUROPEAN UNION STAKEHOLDERS TO WORK TOGETHER TO FACILITATE THE DEVELOPMENT OF ALASKA'S NATURAL GAS FOR EXPORT TO DEMOCRATIC EUROPEAN NATIONS TO REDUCE THEIR DEPENDENCE ON RUSSIAN NATURAL GAS

WHEREAS, on November 16, 1973, President Richard Nixon signed the Trans-Alaska Pipeline Authorization Act in response to the oil embargo of October 17, 1973, by the Organization of Arab Petroleum Exporting Countries in retaliation for the United States' support of Israel during the Yom Kippur War; and

WHEREAS, on February 24, 2022, the Russian Federation launched an unjustified attack against the sovereign nation of Ukraine, and

WHEREAS, in 2020, 38% of all European Union (EU) imported natural gas came from Russia, with some countries importing over 90% of their natural gas from Russia; and

WHEREAS, 80% of all natural gas consumed by the European Union is imported and the current consumption rate is about 45 billion cubic feet per day or 16.5 trillion cubic feet per year; and

WHEREAS, high levels of energy dependence on an aggressive and rogue nation puts many sovereign European nations and the entire EU in an unfortunate strategic and diplomatic situation; and

WHEREAS, Alaska has vast known reserves of natural gas totaling nearly 37 trillion cubic feet; the United States Geological Survey (USGS) estimates over 200 trillion cubic feet of natural gas remains undiscovered in arctic Alaska; and Alaska has a long history of being a reliable, stable, and predictable energy supplier; and

WHEREAS, Alaska's natural gas should make up an important part of the EU's long-term energy security; and

WHEREAS, purchasers of natural gas will value Alaska liquified natural gas (LNG) at a significant premium compared to natural gas coming from regions that are less stable and less reliable.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council that Alaska's natural gas should be developed to help reduce the dependence of the EU and democratic European nations on imported Russian natural gas; and

BE IT FURTHER RESOLVED that the Fairbanks City Council urges the Biden Administration to enact policies in Alaska that facilitate the discovery, production, and delivery to market of Alaska's significant natural gas resource; and

BE IT FURTHER RESOLVED that the Fairbanks City Council urges the Alaska congressional delegation to work towards the passage of a new Trans-Alaska Natural Gas Pipeline Authorization Act to clear the legal path for North Slope natural gas to be transported to the Gulf of Alaska for export as LNG; and

BE IT FURTHER RESOLVED that the Fairbanks City Council urges the Governor of Alaska to meet with major stakeholders and consumers of natural gas in the EU to seek financial support for the construction of a large diameter natural gas pipeline from the North Slope to the Gulf of Alaska, as well as commitments for long term purchases of Alaska natural gas; and

BE IT FURTHER RESOLVED that the City Council directs the City Clerk to distribute copies of this resolution to members of Alaska's congressional delegation, to Alaska's State Representatives and Senators, to Governor Dunleavy, and to President Biden.

PASSED and APPROVED this _____ day of March 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. 5008

Page 2 of 2

ORDINANCE No. 6201

**AN ORDINANCE AMENDING FGC SEC. 2-86 SETTING
COUNCIL MEMBER COMPENSATION**

WHEREAS, the following chart shows the history of the stipend received by City Council members; and

Ordinance	Year	Action
Ordinance No. 1113	1961	Councilmember salary of \$15/meeting enacted
Ordinance No. 1260	1964	Councilmember salary increased to \$150/month
Ordinance No. 3366	1975	Councilmember salary increased to \$350/month, with an expense allowance of \$150/month
Ordinance No. 3618	1977	Councilmember salary decreased to \$200/month; the expense allowance of \$150/month remained
Ordinance No. 4003	1981	Councilmember salary increased to \$500/month, and the \$150/month expense allowance was removed
Ordinance No. 4464	1985	Councilmember salary decreased to \$400/month (effective February 1, 1986)
Ordinance No. 5721	2007	Councilmember salary increased to \$500/month through a budget ordinance , effective in the 2008 City budget (this increase was never codified in FGC Sec. 2-86; see below)

WHEREAS, the increase in Council Member compensation from \$400 per month to \$500 per month, approved in 2007 by Ordinance No. 5721, was never codified; and

WHEREAS, this ordinance is designed to correct that oversight.

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

SECTION 1. FGC Sec. 2-86, Term; salary, subsection (b), is hereby amended as follows [new text in **bold**/underline font; deleted text in ~~strikethrough~~ font]:

Sec. 2-86. Term; salary.

* * * * *

(b) The salary of councilmembers shall be \$500.00 ~~\$400.00~~ per month.

SECTION 2. That the effective date of this ordinance will be the ____ day of March 2022.

JIM MATHERLY, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

FAIRBANKS NORTH STAR BOROUGH
Chena Riverfront Commission
December 22, 2021
12:03 p.m.

A regular meeting of the Chena Riverfront Commission was held Wednesday, December 22, 2021, in the Mona Lisa Drexler Assembly Chambers of the Juanita Helms Administration Center, 907 Terminal Street, Fairbanks, Alaska.

ROLL CALL

There were present appearing telephonically:

Wade Binkley	Robert Henszey
Julie Jones	Diana Campbell
Lee Wood	Annette Freiburger, Vice-Chair
Buki Wright, Chair (joined at 12:07 p.m.)	

Comprising a quorum of the Commission, and

Cullen Mahaffey, Administrative Assistant III, Clerk
Kellen Spillman, Acting Community Planning Director
John Netardus, AK DOT&PF Representative
Sarah Bingham, Planner II
Kayde Whiteside, Planner II
Lauren Hatty, FNSB Contracted Graphic Designer
Tal Harlan, Tanana Valley Watershed Association

Absent & Excused

Gregory Barker

Unexcused

NONE

MESSAGES

1. Chair's Comments

Chair Wright was not present to provide comments.

MESSAGES – continued

2.a. Citizens’ Comments on agenda items not scheduled for public hearing

NONE

2.b. Citizens’ Comments on items other than those appearing on the agenda

NONE

3. Disclosure and Statement of Conflict of Interest

NONE

APPROVAL OF AGENDA AND CONSENT AGENDA

WOOD,
Seconded by HENSZEY

moved to approve the agenda and consent
agenda as read.

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

Yeses: Binkley, Campbell, Jones, Henszey, Wood,
Freiburger

Noes: None

MOTION CARRIED 6 Yeses, 0 Noes

MINUTES

1. *Chena Riverfront Commission Meeting minutes from November 24, 2021

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

REPORTS

Clerk’s Note: Vice-Chair Freiburger, who called the meeting to order, passed the gavel to Chair Wright.

1. Communications to the Chena Riverfront Commission

Kellen Spillman, Acting Community Planning Director, spoke about staffing, a rezone scheduled to come before the Planning Commission, the new clerk, a nomination for a commissioner appointment and upcoming meetings.

REPORTS – continued

2. Status update on the Chena Riverfront Commission project list by Kellen Spillman, Acting Community Planning Director

Kellen Spillman, Acting Community Planning Director, stated that most available resources will go toward the Chena River Safety Signage project and suggested revising and potentially removing projects for next year.

3. Status updates on State of Alaska Department of Transportation and Public Facilities (DOT&PF) riverfront projects by John Netardus, AK DOT&PF

John Netardus, AK DOT&PF Representative, spoke about right-of-way acquisitions, advertising and phases of construction. Mr. Netardus also provided the following answers to questions raised at the meeting held on November 24, 2021, regarding fences at the corners of the University Avenue bridge:

- When fences were added to the project; it was answered, fences were added to the Plans, Specifications and Estimate package that was advertised.
- Why the Commission was not notified of the change; it was answered, the change was not anticipated to be significant.
- Process to include the Commission in changes to future projects; it was answered, AK DOT&PF intends to reach out to the Commission regarding similar changes in the future.
- Whether the fences must be kept; it was answered, yes, the fences must stay for privacy and vagrancy reasons, although removing one of the four fences on the DNR-BLM corner is a possibility.
- Requests for privacy fencing from owners; it was answered, yes, fences were requested by adjacent property owners.

Mr. Spillman inquired about large projects for the Commission's approval; it was answered, all current projects have been discussed with the Commission.

Commissioners questioned and discussed with Mr. Netardus the following:

- Removal of a fence in front of a yard that was used for equipment during the bridge project; it was noted that the Commission is no longer able to provide input on the land due to an adjacent landowner acquiring it as a result of an opportunity for a first right of refusal.
- The Commission's involvement in replacing the fence in the future; it was recommended that the Commission inform AK DOT&PF Maintenance and Operations Division of its desire to be involved.

NEW BUSINESS

1. Review and make recommendations to Community Planning Department staff and FNSB contracted graphic designer on the draft Chena River Safety Signage project

Mr. Spillman and Lauren Hatty, Graphic Designer, presented a draft of the signage.

Discussion ensued on the sign and map. Commissioners suggested verifying float times, adding reminders regarding river safety and adding information regarding variable conditions and locations of loaner stations.

2. Discussion on vacant Chena Riverfront Commission seats

Chair Wright spoke about the process of becoming a commissioner and asked the Commission to keep the vacant seats in mind if they know someone who might be a good fit.

EXCUSE FUTURE ABSENCES

NONE

COMMISSIONERS' COMMENTS/COMMUNICATIONS

Commissioner Campbell reminded everyone to be safe due to the presence of a new COVID-19 variant.

Commissioner Binkley mentioned his interest in discussing the hydrological changes in the lower Chena River.

Commissioner Henszey thanked the Borough for advertising vacant seats in the news media and spoke about dramatic changes to the Chena River over the years.

Commissioner Jones thanked Commissioner Binkley for his work to bring the Chena River Safety Signage project forward and idea for a hydrological study, expressed hope in funding names on bridges, commented on issues with a dock installed at the Golden Heart Plaza, mentioned being unable to have dog races or ice skating on the river downtown due to open water and requested ideas for installing a new dock downtown.

Chair Wright spoke about the importance of discussing naturally occurring events and man-made efforts that affect the river, reminded everyone to be safe and mentioned the upcoming election for Chair.

ADJOURNMENT

There being no further business to come before the Chena Riverfront Commission, the meeting was adjourned at 1:12 p.m.

APPROVED: February 23, 2022