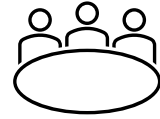




FAIRBANKS CITY COUNCIL
REGULAR WORK SESSION AGENDA
TUESDAY, JULY 18, 2023 AT 7 A.M.
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#)
AND AT FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



-
1. Roll Call
 2. Resolution No. 5072 – A Resolution Authorizing the City of Fairbanks to Accept Funding from the U.S. Department of Energy for the Energy Efficiency and Conservation Block Grant (EECBG) Program.
 3. Resolution No. 5073 – A Resolution Authorizing the City of Fairbanks to Accept Funding from the FY24 Designated Legislative Grant.
 4. Resolution No. 5074 – A Resolution Honoring Fairbanks Fire Department Driver Kevin Johnson.
 5. Ordinance No. 6246 – An Ordinance to Reduce Overtime at the Fairbanks Fire Department and Secure Additional Savings and Benefits by Adding a Battalion Chief (advanced to second reading and public hearing).
 6. Ordinance No. 6254 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547 (advanced to second reading and public hearing).
 7. Ordinance No. 6255 – An Ordinance Increasing Wages for Commissioned Officers at the Fairbanks Police Department and Amending the 2023 City Operating Budget (advanced to second reading and public hearing).
 8. An Ordinance to Present to the Qualified Voters of the City of Fairbanks the Question of Whether to Ratify a Pass-through Loan from the Alaska Clean Water Fund to Golden Heart Utilities for Up to \$8.2 Million for Bio-solids Incineration Testing, Grit Removal, and Ultraviolet Disinfection at the City-owned Wastewater Treatment Facility.
 9. An Ordinance to Present to the Qualified Voters of the City of Fairbanks the Question of Amending City Charter Section 6.5 to Exempt Alcoholic Beverage Tax Revenues in Excess of \$2,000,000 from the Tax Cap Limitations.
 10. An Ordinance Amending Fairbanks General Code Chapter 26, Article III, Emergency Medical Services, Adding Regulations Governing Private Ambulance Services.
 11. Finance Committee Report
 12. Mayor and Council Member Comments
 13. Next Regular Work Session – Tuesday, August 8, 2023
 14. Adjournment

RESOLUTION NO. 5072

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO
ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF ENERGY FOR
THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT
(EECBG) PROGRAM**

WHEREAS, the City of Fairbanks received notification of award through the Office of State and Community Energy Programs for the Energy Efficiency and Conservation Block Grant Program in the amount of \$76,260; and

WHEREAS, the program assists eligible states, units of local government, and Indian tribes in implementing strategies to reduce fossil fuel emissions, reduce total energy use, improve energy efficiency, and build a clean and equitable energy economy; and

WHEREAS, the City of Fairbanks will use the funds to purchase and install new energy efficient commercial washers and dryers with proper ventilation at the Public Works facility and fund a portion of the solar panel array at the Public Works facility; and

WHEREAS, these projects fall under the EECBG blueprints for building energy efficiency and solar power; and

WHEREAS, the City of Fairbanks is not required to provide a match.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting funds on behalf of the City for the Energy Efficiency and Conservation Block Grant.

PASSED and APPROVED this 24th Day of July 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5072

Abbreviated Title: Energy Efficiency and Conservation Block Grant (EECBG)

Department(s): Public Works

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:	Equipment	Building	Personnel	Total
Commercial Washer & Dryer Purchase & Installation	\$13,800			\$13,800
Solar Panel Array	\$62,460			\$62,460
TOTAL	\$76,260	\$0	\$0	\$76,260

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Grant Fund (Federal)	\$76,260			\$76,260
TOTAL	\$76,260	\$0	\$0	\$76,260

The operations and maintenance costs associated with this equipment will be performed by Public Works and incorporated in the annual general fund budget.

Reviewed by Finance Department:

Initial sf

Date 7/12/2023

RESOLUTION NO. 5073

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO
ACCEPT FUNDING FROM THE FY24 DESIGNATED LEGISLATIVE
GRANT PROGRAM**

WHEREAS, the City of Fairbanks received notification of award through the Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs in the amount of \$3,000,000 for Polaris Hotel contaminated materials abatement; and

WHEREAS, the program assists municipalities, named recipients, and unincorporated communities with identified capital projects for public purpose; and

WHEREAS, the City of Fairbanks will use the funds for contaminated materials abatement during the Polaris Hotel demolition, particularly for the removal of Polychlorinated Biphenyls (PCBs) which can only be disposed of in an approved EPA landfill, none of which are located in Alaska; and

WHEREAS, these additional project funds will cover the cost to ship the materials out of state and comply with environmental requirements; and

WHEREAS, the City of Fairbanks is not required to provide a match.

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

PASSED and APPROVED this 24th Day of July 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5073

Abbreviated Title: FY24 Designated Legislative Grant Program

Department(s): Engineering

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:	Equipment	Building	Personnel	Total
Polaris Hotel Contaminated Materials Abatement		\$3,000,000		\$3,000,000
TOTAL	\$0	\$3,000,000	\$0	\$3,000,000

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Grant Fund (State)		\$3,000,000		\$3,000,000
TOTAL	\$0	\$3,000,000	\$0	\$3,000,000

The Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs must review site control documents (deed), signatory form, and scope of work to include timeline and budget in order to create the grant agreement.

Reviewed by Finance Department: Initial sf Date 7/12/2023

Introduced by: Mayor Pruhs and
All City Council Members
Date: July 24, 2023

RESOLUTION NO. 5074

**A RESOLUTION HONORING FAIRBANKS FIRE
DEPARTMENT DRIVER KEVIN JOHNSON**

WHEREAS, on July 1, 2023, Driver Kevin Johnson passed away unexpectedly and tragically; and

WHEREAS, on July 9, 2018, Kevin Johnson began public service as a recruit firefighter, serving for 5 years at the Fairbanks Fire Department; and

WHEREAS, on September 2, 2021, Kevin Johnson was promoted to Driver/Engineer at the Fairbanks Fire Department after serving with distinction as a Firefighter/Paramedic; and

WHEREAS, during his tenure, Driver Kevin Johnson displayed integrity, commitment, loyalty, and compassion; and

WHEREAS, Driver Kevin Johnson shared his passion and zeal for firefighting and emergency medical service with his colleagues as a provider, instructor, and mentor and was an instructor for fire science and paramedicine at the UAF Community and Technical College.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council, that Driver Kevin Johnson's service to the City of Fairbanks as a member of the Fairbanks Fire Department, serving with honor and distinction, is a lasting example for others to follow.

BE IT FURTHER RESOLVED that the Fairbanks City Council extends its deepest appreciation to the Johnson family for sharing Kevin with the City and its residents and offers its deepest sympathy for the loss of such a good and generous man.

PASSED and APPROVED this 24th day of July 2023.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas Chard II, City Attorney

ORDINANCE NO. 6246

**AN ORDINANCE TO REDUCE OVERTIME AT THE FAIRBANKS
FIRE DEPARTMENT AND SECURE ADDITIONAL SAVINGS
AND BENEFITS BY ADDING A BATTALION CHIEF**

WHEREAS, the Fairbanks Fire Department does not have enough administrative positions to do all its needed work; and

WHEREAS, an additional Battalion Chief with the fire prevention division would help the department get caught up on its backlog of building inspections; and

WHEREAS, an additional Battalion Chief with the fire prevention division would provide a second fire investigator for the department; and

WHEREAS, an additional Battalion Chief would allow the department to hire a Deputy Fire Marshal I or II instead of a Deputy Fire Marshal III, saving an estimated \$11,000-\$20,000 per year; and

WHEREAS, an additional Battalion Chief would help the department reduce its forced overtime costs within the officer ranks, saving an estimated \$35,000 per year; and

WHEREAS, having an additional Battalion Chief would allow for additional staffing on large-scale emergency scenes moving the department closer to its goal of meeting NFPA 1710.

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

SECTION 1. That the City of Fairbanks will increase the number of Battalion Chiefs for the Fairbanks fire Department by 1.

SECTION 2. That the City's 2023 operating budget is amended to include the increased expenditures as reflected in the attached fiscal note.

SECTION 3. That the effective date of this Ordinance is five days after adoption.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: _____

Abbreviated Title: ORDINANCE ADDING A BATTALION CHIEF

Department(s): FIRE

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

If yes, how many positions? 1

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

II. FINANCIAL DETAIL:

EXPENDITURES:	2023	2024+
SALARIES AND BENEFITS	\$ 82,000	\$ 167,300
OVERTIME	\$ (26,250)	\$ (55,000)
TOTAL	\$ 55,750	\$ 112,300

FUNDING SOURCE:	2023	2024+
GENERAL FUND	\$ 55,750	\$ 112,300
TOTAL	\$ 55,750	\$ 112,300

The Fire Department would like to add a full-time battalion chief to reduce forced overtime costs for officers and to provide someone to oversee the prevention division. The department anticipates additional revenue for building inspections.

Reviewed by Finance Department:

Initial mb

Date 5/12/2023

Introduced by: Mayor David Pruhs
Introduced: July 10, 2023

ORDINANCE NO. 6254

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FAIRBANKS AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547**

WHEREAS, in May of 2023, the City and the International Brotherhood of Electrical Workers Local 1547 (IBEW) entered into contract talks to update the Collective Bargaining Agreement (CBA) dated January 1, 2021 – December 31, 2023; and

WHEREAS, the negotiating teams for the City and IBEW have reached a tentative agreement for a replacement CBA, which upon ratification will be in effect from January 1, 2024 through December 31, 2026.

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

Section 1. The attached collective bargaining agreement is hereby ratified.

Section 2. The collective bargaining agreement will be effective from January 1, 2024 through December 31, 2026 once ratified by both parties.

Section 3. The effective date of this ordinance is five days after adoption.

David Pruhs, City Mayor

AYES:
NAYS:
ABSTAIN:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6254

Abbreviated Title: ORDINANCE RATIFYING IBEW COLLECTIVE BARGAINING AGREEMENT

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

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

II. FINANCIAL DETAIL:

EXPENDITURES:	2024	2025	2026	TOTAL
SALARIES AND BENEFITS [YEAR 1]	\$ 134,500	\$ 134,500	\$ 134,500	\$ 403,500
SALARIES AND BENEFITS [YEAR 2]	\$ -	\$ 138,000	\$ 138,000	\$ 276,000
SALARIES AND BENEFITS [YEAR 3]	\$ -	\$ -	\$ 133,400	\$ 133,400
SALARY INCREASES [POSITIONS]	\$ 68,500	\$ 68,500	\$ 68,500	\$ 205,500
ENGINEER PROJECT RECOVERY	\$ (59,600)	\$ (59,600)	\$ (59,600)	\$ (178,800)
HEALTH CARE CONTRIBUTION	\$ 72,000	\$ 72,000	\$ 72,000	\$ 216,000
TOTAL	\$ 215,400	\$ 353,400	\$ 486,800	\$ 1,055,600

FUNDING SOURCE:	2024	2025	2026	TOTAL
GENERAL FUND	\$ 215,400	\$ 353,400	\$ 486,800	\$ 1,055,600
TOTAL	\$ 215,400	\$ 353,400	\$ 486,800	\$ 1,055,600

The CBA provides 3.0% in Year 1, 3.0% in Year 2, and 2.8% in Year 3; salary increases for Engineers, Public Works Director, and Building Official; contribution of \$200 per month for health care costs; and a cash-out provision for floating holidays. Chief Financial Officer position will shift from IBEW to Fairbanks General Code (FGC).

Reviewed by Finance Department: Initial mb Date 6/30/2023

WORKING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547**

**SUPERVISORY, ADMINISTRATIVE, PROFESSIONAL, AND EXECUTIVE
EMPLOYEES**

January 1, 2024 – December 31, 2026

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AGREEMENT BETWEEN

**THE CITY OF FAIRBANKS
FAIRBANKS, ALASKA
(CITY)**

**THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1547, IBEW (UNION)**

For the purpose of maintaining cordial relations between the City and the Union, as more fully set forth in Article 1 below, the parties hereto do enter into, establish, and agree to the following:

ARTICLE 1 POLICY, PURPOSE, AND EFFECT OF THIS AGREEMENT

It is the policy of the City and the Union to continue harmonious and cooperative relationships between City employees and the City to insure orderly and uninterrupted operations of government.

The welfare of the City and its employees is dependent largely upon the service the City renders the public. The City values each employee and their contributions to City operations. The City, Union, and the employees cooperate to provide efficient, timely, and economical services.

The purposes of this Agreement are:

- A. To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the City and its employees to their mutual advantage.
- B. To recognize the legitimate interest of the employees of the City to participate through collective bargaining in the determination of terms and conditions of their employment.
- C. To promote fair, safe, and healthful working conditions and to encourage the growth and development of City employees.
- D. To promote individual efficiency, the highest degree of professionalism, management skill, and service in an atmosphere of mutual respect between the City and its employees.
- E. To avoid interruption or interference with the efficient operation of the City.
- F. To provide a basis for the adjustment of matters of mutual interest and concern by means of amicable discussion.

- G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by written agreement of the parties ratified by the City Council.
- H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and, unless specifically referenced herein or unless a section of the Personnel Ordinance is specifically made applicable to all City employees, has no applicability to any Union member.

ARTICLE 2 RECOGNITION

2.1 - Exclusive Bargaining Agent

The City recognizes the Union as the exclusive bargaining agent for collective bargaining with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit, consisting of the individuals employed in the job classifications set forth hereafter.

2.2 - Job Classifications and Descriptions

The parties recognize the City's bargaining unit job classifications as listed in Schedule "A" of this Agreement, the job descriptions for such classifications, and that such classifications are in existence at the signing of this Agreement.

- A. Additional classifications or reclassifications will be included within the bargaining unit or exempt therefrom based on the Alaska Labor Relations Agency criteria.
- B. The City agrees to submit material changes in job descriptions for review and comment by the Union prior to implementing such changes. New job classifications created, or existing job classifications changed during the life of this Agreement must be submitted to the Union for review and comment prior to implementation.
- C. Union comments are due within 5 business days of submission to the Union unless agreed otherwise by the parties. The City shall make a good faith effort to take Union comments into consideration. The City reserves the right to make the final decision regarding such classifications and reclassifications. Only the most recently dated and initialed version of the job description is effective.
- D. Should unresolvable differences as to inclusion or exclusion of additional

classifications or reclassifications to the bargaining unit occur, either party may request that the matter be determined by the Alaska Labor Relations Agency, or its successor.

- E. Any jurisdictional disputes involving another union that may arise because of the action of the parties regarding such classifications or reclassifications will be submitted to the Alaska Labor Relations Agency, or its successor, for resolution.

2.3 - Temporary Employees

The City and IBEW recognize the need for temporary employees to cover prolonged absences of permanent employees, to assist in temporary projects, and to cover limited seasonal needs. A temporary employee will not be called in for more than 180 cumulative days in any calendar year. The City will not hire consecutive temporary employees for the same position to avoid offering a permanent position.

2.4 - Intern Program

The City and IBEW agree to establish and maintain an efficient and effective internship program for students from qualified educational institutions working less than 29 hours per week during the fall, spring, and summer semesters. The purpose of the internship program is to develop, train, and mentor students interested in engineering, accounting, information technology, or construction management fields covered by the existing collective bargaining agreement. The internship program will not displace qualified workers within departments that use interns.

The City will compensate the interns at a rate mutually agreed to by the parties. The City also agrees to contribute, per compensable hour worked, to the Union's Money Purchase Plan equal to the pension and health care contribution requirements. Other benefits will be prorated based on compensable hours worked. If an intern continues to be employed beyond the originally assigned termination date, the intern will be reclassified as a regular employee, retain the intern classification and wage rate and be subject to the terms of this collective bargaining agreement. Initial placement and reclassification as a regular employee will be subject to appropriation by the City Council.

The City and IBEW reserve the right to terminate this program but will not do so without consultation and agreement between the parties.

2.5 - Work-Study Job Training Program

Recognizing the value of the High School Work Based Learning programs, the parties agree to a partnership program by the City with local High Schools for work-study job training. Students participating in work-study opportunities, whereby they work with City employees covered by this CBA, will be exempted from membership in the Union and will

not be eligible for wages and benefits as provided under this CBA. Participation in this program is viewed as a learning opportunity and is not intended to displace staffing levels.

ARTICLE 3 HIRING PREFERENCES

3.1 - Non-Discrimination

The City agrees that it will not discriminate in the hiring or treatment of employees because of race, color, national origin, sex, sexual orientation, age, religion, marital status or changes in marital status, parenthood, disability, genetic information, or union affiliation or activity, or association or political party affiliation and agrees to comply with all applicable Federal and State statutes and regulations prohibiting discrimination.

3.2 - Local Hire Clause

To the extent permitted by law, the City and the Union agree to use the standard referral procedures of the IBEW and to give priority of hire to residents of the Fairbanks, Alaska, area, when such residents possess the requisite skills and abilities and are available for hiring.

3.3 – Nepotism/Fraternization

A person may not be employed when that person is related by blood or marriage to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist.

ARTICLE 4 UNION SECURITY

4.1 - Union Membership

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer, but neither union membership nor payment of an agency fee is a condition of employment with the City.
- B. A business representative or shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes within 7 calendar days from the date of hire, for a new employee orientation.
- C. The City agrees that it will not discourage an employee from joining the Union or becoming an agency fee payer.

- D. The City agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the union.
- E. The City agrees that it will not disclose home addresses, personal telephone numbers, personal cell phone numbers, or personal email addresses of any employee to any entity other than the Union without the written authorization of the employee.
- F. The Union will not make any representation to any employee that union membership or payment of an agency fee is a condition of City employment.
- G. The Union will not make any representation to any employee that the employee will not enjoy all of rights and benefits afforded under this CBA if they decide not to join the Union or pay an agency fee. However, nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

4.2 - Exclusive Negotiations with Union

The City shall not negotiate with any organization other than the Union and its representatives with reference to the terms and conditions of employment of employees covered by this Agreement, except as otherwise provided in this Agreement.

4.3 - Check Off and Payroll Deductions

The City agrees to deduct dues and fees from the wages of each employee covered under this Agreement, as may be authorized by the employee by written assignment. Such deduction will be transmitted to the Union within 15 days following the end of each calendar month.

The Union shall notify the Mayor in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the employee's authorized Union deductions to the duly authorized representative of Union, together with a list of the names and addresses of the employees from whose pay deductions are made.

The Union, or its designee, shall have the right to receipts from deductions of dues, initiation fees or agency fees, Union-sponsored insurance premiums, and Union-sponsored employee benefits as previously authorized or as may be authorized by the bargaining unit member.

4.4 - List of Bargaining Unit Members

The City agrees to furnish the Union with a roster of all employees working under the jurisdiction of this Agreement upon request.

4.5 - Professional Representation

The Union shall have representatives who are not employees of the City who are authorized to speak for the Union in all matters covered by this Agreement and are permitted to visit any work area at any reasonable time, consistent with operational requirements and with notice to the Mayor.

4.6 - Employee Representatives

The Union shall have the right to designate a representative or shop steward, and an alternate. The Union shall notify the City in writing as to the identity of the designated representative prior to their assumption of duties as representative. In addition to their work as an employee, the representative or their alternate shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The representative shall, in addition to their work, be permitted to perform during working hours such normal Union duties as cannot be performed at other times. The City will not discriminate against the representative about the proper performance of their Union duties provided that such duties are conducted in a timely manner. The representative(s) shall notify their appropriate supervisor where they can be reached before the assumption of such Union duties. The City has established a pay code for Union Business and the stewards will track their time using this code, for all Union Business. The Union shall notify the City within 24 hours as to the appointment or official status change of any Union representative.

4.7 - Negotiating Team

The Union and City negotiating teams will consist of no more than 3 persons per side. Employees who are members of, or advisors to a Union negotiating team, may attend negotiating sessions held during the employees' duty hours without loss of pay, provided that no more than 2 on-duty employees may attend any session without loss of pay. This section will not be construed to limit the number of off-duty employees who may attend negotiating sessions if they make their own arrangements to be away from their duties. This section only limits the obligation of the City to pay on-duty employees for attendance.

ARTICLE 5 MANAGEMENT'S RIGHTS

5.1 – General

The City of Fairbanks is a home rule municipality organized under the laws of the State of Alaska. All rights and powers of the City are expressly reserved to and for the City exclusively, except and unless they are expressly limited by the clear and explicit language of some provision of this Agreement.

5.2 – Subcontracting

The City reserves the right to subcontract any work falling within the scope of this Agreement. An employee whose position is eliminated because of subcontracting must be offered reasonably comparable work within the City at their regular rate of pay and level of benefits. If no such position is available, the affected employee will be given at least 6 months' notice prior to lay-off or severance pay equal to 6 months' pay and benefits minus the amount of notice given. The employee may opt, however, to take 3 months' severance pay in lieu of 3 months of the notice period. Any employee suffering a loss of hours will be made whole by an amount of pay and benefits equal to their reduction in hours for a 6-month period.

An employee laid off because of the City's exercise of its rights under this Section will have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 12-month period. Disputes as to the comparability or equivalence of any position will be resolved in accordance with expedited arbitration procedures in Article 7. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Article 23, Section 2(B).

ARTICLE 6 HOLIDAYS

6.1 – Listing

The following days will be considered holidays with no deductions in pay:

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

Two personal floating holidays and such other days as the City Council may fix as additional holidays for all employees.

6.2 - Observance of Holidays

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

6.3 - Working on Holidays

If a non-exempt employee is required to work on a holiday, the City will pay 8 hours' straight time pay for the holiday, plus time and a half for hours worked. If a holiday falls during an employee's vacation, the employee will receive holiday pay, at the straight time pay for the holiday and shall not be charged leave time for that day.

Employees will not be paid for holidays occurring while they are on unpaid but approved leave of absence.

To receive pay for an observed holiday an employee must not have been absent without authorized leave on the work day before or after the holiday.

6.4 – Floating Holidays

If any employee has not used their floating holidays by the end of the calendar year, they will be cashed out.

ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURE

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption to work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive means of resolving differences and disputes under this Agreement.

A grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement. However, any dispute involving the commencement date or termination date of this Agreement will not be considered a grievance and will not be submitted to the grievance/arbitration procedure set forth herein. Any dispute concerning commencement or termination of this Agreement will be specifically reserved for judicial review. Grievances may be initiated by the Union or the City as hereafter specified. Where a matter requires resolution on an accelerated basis, expedited arbitration will also be available.

7.1 - Regular Arbitration

STEP ONE –

When an employee has a grievance, the employee, accompanied by a Union Representative if the employee chooses, shall verbally discuss the matter with the relevant immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 10 working days of when

the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance must be reduced to writing, signed by the employee, and presented within 3 working days to the immediate supervisor by a Union Representative. The grievance must state the Article and Section number of this Agreement allegedly violated, the way the employee believes that Section has been violated, and the precise remedy sought. The immediate supervisor shall investigate the grievance and shall indicate in writing, their response to the grievance within 5 working days following the day on which the written grievance was received. The written grievance and immediate supervisor's response must then be delivered to the Union, with a copy to the aggrieved employee(s), within 5 working days for further handling at the next step of this procedure.

STEP TWO –

- A. If the grievance is not settled, the union will submit the written grievance and the immediate supervisor's response to the Mayor, or designee, with a written statement as to why the response at Step One was not acceptable.
- B. A grievance initiated solely by the Union and not on behalf of an employee will begin at this step and be submitted to the Mayor, or designee, in writing within 10 working days of receipt of the response of the immediate supervisor. A grievance initiated by the City will commence at this step and will be submitted to the Union in writing. The Union will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Mayor. If the Union rejects the City's grievance remedy, the reason(s) must be stated in the response. Grievances initiated by the Union or the City must state the Article and Section number of this Agreement alleged to have been violated and the way it has been violated. Grievances for which expedited arbitration is sought will also be initiated at this step.
- C. The Mayor, or designated representative, will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) must be stated in the response.
- D. At the parties' meeting, all pertinent facts and information will be reviewed to resolve the matter through conciliation. Where such conciliation efforts are unsuccessful, the grievance may be advanced to arbitration as follows.

7.2 - Expedited Arbitration

Where expedited arbitration is provided for under this Agreement, or mutually desired by the parties, the grievance at issue must be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 7.4.

7.3 - Regular Arbitration/Arbitrator Selection

- A. The moving party shall make demand in writing upon the other party for binding arbitration within 10 working days from the date of delivery of the final response of the Mayor or of the Union. Time for delivery of such demand may not be extended because of unfinished conciliation efforts, unless a written consent to extension is executed by both parties.

The parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of 7 names of persons who are available for service as labor arbitrators.

- B. Within 5 working days, from the date of receipt of the list, the City and the Union Representative shall meet and alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin.
- C. If either party fails, or refuses, to jointly request a list of arbitrators or fails or refuses to choose an arbitrator from such list as provided above, then either party may make a demand or submission to the American Arbitration Association, and the neutral arbitrator shall be appointed in accordance with Rule 12 of the American Arbitration Association Arbitration Rules as are in effect at the time of demand.

7.4 - Expedited Arbitration/Arbitrator Selection

- A. The parties may meet and adopt a list of arbitrators suitable to both parties for use as arbitrators and/or mediators pursuant to this Section. The party proposing a name for the list shall submit biographical information or a resume for that person for the other party's consideration. For selected issues, the parties recognize that a local arbitrator may have better knowledge of local conditions and problems, and there could be cost and time savings by the selection of a local arbitrator. Consequently, the parties will endeavor to include the names of at least 3 local persons on the list. The arbitrators on the expedited arbitration list will not be required to be members of the Federal Mediation and Conciliation Service or of the American Arbitration Association.
- B. Where expedited arbitration or mediation is required by this Agreement, or mutually desired by the parties, within 10 working days of receipt of the demand for arbitration or mediation or another mutually agreeable time, the parties shall meet and select a name from the pre-determined list based upon the following factors in order of priority: 1) the arbitrator's early availability; 2) the background and experience of the arbitrator in the issues to be determined; 3) the aggregate of the travel and per diem expense of the arbitrator; and 4) such other factors as are deemed important by the parties at the time of selection. When the parties cannot mutually agree upon a name that is on the list based upon the

above criteria, then they shall alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin. In no event will the arbitration hearing be held more than 60 days after a request for expedited arbitration has been made. However, if none of the arbitrators are available within that time, the mutually agreed to arbitrator with the earliest availability dates will be selected.

7.5 - Rules Common to Regular and Expedited Arbitration

- A. The Arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide issues not so submitted. The authority of the Arbitrator will be limited to the application and interpretation of this Agreement. The Arbitrator shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The Arbitrator is empowered to conduct a formal hearing governed by the procedural rules of the American Arbitration Association, take evidence, issue subpoenas to compel testimony or the production of physical evidence, and issue a written opinion and award.
- B. The decision of the Arbitrator is final and binding upon the parties to the dispute. The final decision of the Arbitrator will be implemented as soon as possible, but not later than 30 days after the final decision is rendered.
- C. The City and the Union mutually agree to have more than one grievance or dispute submitted to the same Arbitrator. Each grievance or dispute may by agreement be submitted to separately convened arbitration proceedings.
- D. The expenses of the neutral Arbitrator will be borne by the losing party. If, in the opinion of the Arbitrator, the positions of both parties were reasonable and neither party can be fairly considered the losing party, then such expenses will be borne equally by the parties.

7.6 - Employee Witnesses

The City and the Union shall bear the expense of their respective representatives and witnesses. Any City employee called as a witness by either side will continue to receive their regular rate of pay while attending a hearing during normal working hours for the witness. Should a hearing be scheduled outside of regular working hours or extended beyond regular working hours, no compensation will be paid by the City for the time outside regular working hours nor will any employee witness be entitled to overtime or premium pay for attendance at an arbitration hearing. The shop steward may attend the hearing during normal working hours and continue to receive their regular rate of pay. The parties will in good faith schedule and conduct arbitrations to try to minimize overtime costs and disruption of work schedules or lost productivity.

7.7 - Retroactive Pay

No Arbitrator appointed hereunder has any authority whatsoever to award any grievant any retroactive pay for any period prior to 15 calendar days of when the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists in accordance with Section 7.1. To the extent this provision may conflict with applicable State or Federal law regarding employee wage or benefit claims, such applicable law will prevail.

7.8 – Discharge

In cases where it is determined an employee was discharged unjustly and without cause, the Arbitrator may order the City to return the employee to their position without loss of pay and benefits. When the employee is reinstated to their position, the employee will be reinstated with no loss of seniority. An employee has the affirmative duty to mitigate damages. All unemployment compensation and all such amounts of money received or available by mitigation of damages will be deducted from any award granted by the Arbitrator.

7.9 – Default

Notice and a ten-working day opportunity to respond will be given before default may be called against either party. In the event either party to a grievance fails to properly answer, respond, or act within the time specified at any step of the grievance procedure, the grievance will be deemed settled against the party that failed to timely answer, respond, act, or appeal. Any of the time limits set forth in the grievance procedure may be extended by written agreement. Grievances resolved by default may not be the basis of establishing precedent on the merits for the resolution of any other grievances.

ARTICLE 8 DISCHARGE AND NOTICE

8.1 - Timely City Notice To Employee

Except for discharges or suspensions for just cause, all permanent employees who have fulfilled probationary requirements must be given 30 days' notice of separation, or 4 weeks' pay, computed at the regular hourly rate, in lieu of such notice. Such notice, or pay in lieu of notice, will not be required in the case of terminations or suspensions for just cause.

Temporary employees hired for 21 consecutive days or more shall be given 24 hours' notice prior to layoff.

8.2 - Timely Employee Notice To City

All permanent employees who have fulfilled probationary requirements must give the City

two weeks' notice before leaving their employment unless mutually agreed beforehand between the City and the employee. Notation of failure to give proper notice will be placed in the employee's personnel file and may result in the employee being classified as "Ineligible for Rehire." If the employee is a department head, then a 30-day notice is required.

8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor will be deemed given when delivered to the Mayor, or when delivered to the Human Resources Director. Notices required or allowed to be given to the Union will be deemed given when delivered to the Union's business agent, or when delivered to the secretary or person in charge of the Union's Fairbanks business office. Notices to an immediate supervisor must be personally delivered. Notices to an employee must be personally delivered, or, if an employee is absent from the work place, will be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, and addressed to the employee at their mailing address as shown on the records of the City.

8.4 - Termination For Cause

An employee terminated for just cause will not be entitled to severance pay. A written statement of the reasons for termination for cause must be given to the affected employee and their Union Representative. The term "severance pay" does not include accrued leave or other earned benefits.

ARTICLE 9 HEALTH AND WELFARE

9.1 - Health and Welfare

- A. The City agrees to pay each month for coverage for employees working under the terms of this Agreement in the Alaska Electrical Health and Welfare Plan. All new employees will be covered on the first of the month following the date of employment.
- B. The City's contribution will be as provided in Schedule "A." The City, as part of the package rate increase, will apply \$.50/hour to health care for each of the three years of this contract or until the package rate fully funds the health care coverage costs. At that time, the hourly package rate increase will cease and those funds will be applied to wages.
- C. The City will contribute \$200 per month to health care outside of the package rate for each of the three years of this contract or until health care coverage costs are fully funded by the package rate. If the difference between the coverage costs and the package rate allocation for health care is less than \$200 the City will contribute that amount. Once the package rate increases described

in 9.1.B have covered 100% of healthcare coverage costs, this contribution will cease.

- D. The Union agrees to allocate sufficient funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding.
- E. The City, as part of the package rate increase, will apply \$.25/hour to the pension for each of the three years of this contract.
- F. Temporary employees are not eligible for health and welfare benefits from IBEW.

9.2 - Retirement/Pension and Social Security

- A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF), as described in the Trust Fund Plan Document, dated October 1987, and as amended from time to time, as provided in Schedule "A".
- B. In the event Federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by agreement, determine how such legislation shall impact this Agreement.
- C. Employees may voluntarily contribute to the Alaska Electrical Worker's Money Purchase Pension Plan. The City agrees to withhold, and forward voluntary contributions authorized by the employee.
- D. The Pension Protection Act of 2006 (PPA) requires an annual actuarial status determination for multiemployer pension plans. An actuarial finding that a pension plan is underfunded can trigger, depending on the severity of the underfunding, the implementation of a plan to improve the funding and/or rehabilitate the plan. Because the funding improvement/rehabilitation plans mandated by the PPA impose certain mandatory contributions to underfunded pension plans, the parties agree that the allocation discretion of Article 9.2 will need to be limited to insure compliance with the requirements of the PPA and any improvement/rehabilitation plan.
- E. Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the adoption of a revised benefit schedule. Generally, the provisions of an improvement/rehabilitation plan must be implemented only after the CBA then in place expires. The parties may agree to implement the provisions of the improvement/ rehabilitation plan earlier than required if the parties determine it would be advantageous to do so. The parties will prepare a separate addendum for each pension plan found to be underfunded. During the term of any addendum, the parties agree to meet and confer if either party believes there has been a change in circumstances that would warrant

amendment of the addendum.

- F. Any increase to the contribution rate for an underfunded pension plan required under an improvement/rehabilitation plan must be paid out of the package rate negotiated by the parties. The City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. Except as may be required by the Employee Retirement Income Security Act of 1974 or other applicable law, the City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. No portion of the package rate may be allocated to any other purpose unless and until contributions and supplemental contributions to the underfunded pension plan have been satisfied.
- G. If at any point the underfunded pension plan emerges from its underfunded status and additional contributions under an improvement/rehabilitation plan are no longer required, the allocation restrictions imposed by this section will be lifted.

9.3 - Deferred Compensation

Employees covered by this Agreement will continue to be eligible to participate in any City deferred compensation program. The Union will be consulted prior to any change in deferred compensation plans by the City.

9.4 - Physical Examinations

- A. A yearly physical examination at the expense of the City is offered to employees at their election beginning during their second year of employment. The results of these tests will be confidential between the employee and the examining physicians.
- B. The expense of any physical that is required by the City or by law, at a provider of the City's choice, will be paid by the City. The City will not pay for charges for services that are not reasonable and customary.

9.5 - Fitness to Perform Duties

When in the opinion of the City there arise documented incidents, which raise specific questions as to the physical and/or mental ability of an employee to perform their normal work assignment or their fitness for duty, an appropriate examination, including all relevant substance abuse test procedures, of the employee may be ordered by the City. If such examination demonstrates, in the opinion of the examining physician or specialist, that the employee is physically and/or mentally incapable of performing their normal work assignment or is not fit for duty, the employee may seek a second opinion from a local licensed physician or specialist (whichever the case may demand) of their choice at their

own expense. If there is no other physician or specialist within the Fairbanks area from which the employee may acquire a second opinion, the City will share equally the costs of the employee's second opinion, including related travel costs, so long as the employee goes to a physician or specialist within the Anchorage, Alaska area.

If the results of these two examinations are not in agreement, then a third opinion will be solicited from a physician or specialist (whichever the case may demand) mutually agreeable to the City and the employee. The results of this third examination will be final and binding, subject only to the grievance (appeal) and arbitration procedures described elsewhere in this Agreement. The City shall pay for the first physical and/or mental examination. If the third physician agrees with the first physician, then the employee will be responsible for the cost of the third examination. Otherwise, the City must pay for the cost of the third examination.

9.6 - Drug Testing

The parties agree to be covered by a random drug test policy in the same manner as Federal CDL holders with the City to pay all costs.

9.7 - Unemployment Compensation

The employees covered by this Agreement are entitled to coverage under the Unemployment Compensation Act of the State of Alaska, as amended from time to time.

9.8 - Section 125 Plan

The City agrees to maintain a Section 125 "Flexible Benefits Plan" as a means for employees to pay insurance premiums on a pre-taxed basis and to set aside funds to pay uncovered costs of medical insurance and dependent care as allowed under Federal law.

9.9 - IBEW Legal Trust Fund

Upon notice from the Union that the bargaining unit has elected to participate in the IBEW Legal Trust fund, the City shall deduct 15 cents per compensable hour for each bargaining unit employee. The City will forward funds deducted under this Section to the Union via the monthly report provided to the Alaska Electrical Trust Fund on or before the 15th day of the month following the month in which the deductions were made. The Union agrees to hold harmless the City from any claim arising out of this deduction process except that of ordinary diligence and care in the forwarding of funds deducted under this Section.

ARTICLE 10 WORKING CONDITIONS

10.1 - Work Week

A. Members of this bargaining unit are professional, executive, and/or

administrative employees, and as such are required to work enough hours to perform their job duties, some of whom are exempt from receiving overtime.

- B. Flexible work week and work day schedules will be fully considered and used with the mutual consent of the City and employee, including work beyond 8 hours a day and work on more than 5 days.
- C. Non-exempt employees shall receive overtime for all hours that exceed 8 hours per day or 40 hours per week. Employees working a flex schedule are an exception to this rule, whereby overtime will be paid for hours more than the established daily flex schedule or 40 hours per week. No employee will work any overtime or any hours outside the employee's normal schedule without the prior approval of the Department Head. If Management directs an employee to work a scheduled non-standard workweek, e.g., Tuesday through Saturday, then that employee will be compensated at a rate of 1.5 per hour for the work performed on the weekend. This will not apply to employees who ask for a flexible schedule, only to management directed alteration of the work schedule.
- D. Employees called back to work by their Department Head after leaving work will be employed for a minimum of 2 hours or credited with a minimum of 2 hours of work towards the 8 hours for that day or 40 hours of work for that week.
- E. Unless mutually agreed otherwise, an employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.

10.2 – Job Share

The job share program is designed to retain the valuable services of qualified employees through two employees sharing a single budgeted position. Availability and approval for job share opportunities will be at the sole discretion of the Mayor and affected Department Head.

- A. Job sharing is defined as two employees qualified for the same classification sharing one position. Job share opportunities will be based on a schedule to be approved in advance by the Department Head.
- B. If a job share employee separates or successfully bids into another classification, the remaining employee will have the option of reverting to full-time or requesting that the job share position be bid. If no other job share employee is hired into the position, the employee will be expected to resume full-time work status.
- C. Personal leave accrual will be prorated based on the hours worked.
- D. The employee scheduled on a holiday will observe the holiday. The employee

not scheduled will not be compensated for the holiday. Each employee shall be entitled to one personal floating holiday per year.

- E. Alaska Electrical Health and Welfare Plan premium contributions will be paid for the active employee only. The inactive employee will have all benefits suspended during their job share inactive time including the use or drawdown of any accumulated personal leave.
- F. The employee who is not actively working may elect to receive COBRA benefits under the Alaska Electrical Health and Welfare Plan.

10.3 - Pay Periods

Pay days will be established covering payroll periods from the 1st to the 15th day of the month, paid no later than the end of that month inclusive, and from the 16th day of the month to the last day of the month, paid no later than the 15th of the following month inclusive, except when pay day falls on Saturday, Sunday or a holiday. If pay day falls on Saturday or Sunday unless preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on a recognized holiday, pay day may be on the day prior to the holiday, if Monday is a recognized holiday, in which event pay day will be on the Friday prior. The City reserves the right to establish a 26-pay period/year pay period. Each check will have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and, if applicable, overtime hours worked. If an employee is not paid on the established pay day, they will receive 8 hours pay at the straight time rate for each 24-hour period until they receive their paycheck. Acts of God are the exception to this article.

10.4 - Revocation of Driver's License

Certain jobs within this bargaining unit require a valid driver's license in the performance of their job duties. Loss of this license may result in termination or suspension during the period they do not possess a valid license. The City, however, shall make reasonable efforts to accommodate the employee's loss of driving privileges. No employee may be deprived of pay or seniority based upon the revocation of their driver's license for a violation or violations of the law which result from the direct orders of their superior to specifically commit such violation or violations.

10.5 - Work Environment

The City will make every reasonable effort to provide adequate ventilation, temperature controls, sanitary facilities, and privacy. In the event these standards are not maintained, the employees affected will not be penalized for any loss of productivity arising out of these conditions.

10.6 - Bulletin Boards

The City shall furnish bulletin boards in each work area. Such bulletin boards are to be used for notices to employees given by the City, the Union, the Department of Labor, and other governmental agencies. Neither the City nor the Union may post or allow the posting of materials which are inflammatory in nature, insulting, or in poor taste. Existing bulletin boards may be used instead of installing new ones.

10.7 – Indemnification

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

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

ARTICLE 11 PROBATION

11.1 – Object

The probationary or working test period is an integral part of the hiring and employment process. It will be used to secure the most effective adjustment of a new or promoted employee to their position, to allow the City and the employees the opportunity to consider their ability to make a long-term commitment, and for the City to reject any employee whose performance does not meet required work standards.

11.2 – Duration

The probationary period will be 6 months for all employees covered under this Agreement. The duration of any type of leave will not count towards the 6-month probationary period. A promotion or transfer could trigger additional formal probation period not to exceed 90 days. Likewise, the City may elect to return the employee to their former position during the same time without cause and without penalty to the employee. But for this one exception, a transferred or promoted employee retains all rights and entitlements. Also, any promoted or transferred employment must be apprised of formal probationary period prior to accepting the promotion or transfer.

11.3 – Dismissal

During the probationary period the Mayor may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit their continuance in the service. Any employee removed during the probationary period does not have the right to appeal to arbitration. Likewise, a probationary employee may elect to sever the employment relationship during this period without any penalty or adverse reflection on their record.

ARTICLE 12 EMPLOYEE RECORDS

12.1 - Examination of Records

Every employee covered by this Agreement has the right to examine all records pertaining to them on reasonable demand, subject to the availability of the Human Resources Director or other employee(s) authorized to produce such files. In no event will an employee be caused to wait more than 8 working hours. The City shall make available original records or copies of the original records for examination by an authorized Union Representative having written authorization of the affected employee(s) upon 24 hours' notice from the Union, weekends excluded. The City, the Union, and the affected employee agree to periodically meet to review documents that relate to "stale" matters when the employee has successfully resolved the problem.

The City agrees to make available to the Union business agent, or appointed representative, individual payroll records, when requested of employees covered by this Agreement and upon receipt of written authorization from affected employees.

12.2 – Work Time Records

Work time records of employees will not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the City must change a work time record, consultation with the employee will occur at the first reasonable opportunity. Copies of the employee's work time records will be made available by the City for inspection by the employee or Union Representative during working hours. In the event the employee disagrees with the City's change, even after consultation, the disagreement may be submitted as a grievance for resolution in accordance with Article 7.

ARTICLE 13 EQUIPMENT AND CLOTHING

13.1 – Clothing

The City agrees to provide work gloves, rubber boots, coveralls and such other protective clothing to be determined by the Mayor, or designated representative, and as required by State and Federal Safety regulations, for use by members as duties require.

13.2 - City Issued

Employees who are issued equipment for City use will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe, or unserviceable, it must be turned in to the City to be repaired or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment, and supplies.

13.3 - Personal Property

In the event the Mayor approves, in writing, the use of an employee's personal property during such employee's normal duties, the City shall reimburse the employee for the repair or replacement of said personal property. The employee, however, will not be reimbursed for the consequences of their own gross negligence or willful misconduct.

13.4 - Improved Equipment

The City shall try to provide employees with equipment that will allow the employees to work efficiently and improve productivity, e.g., computers, word processors, vehicles, and all other equipment and instruments necessary to perform the work. In the event such necessary equipment is not provided, the employee(s) affected will not be penalized for any loss of efficiency or productivity that may result.

13.5 - City Property

Upon termination of employment, each employee shall return to the City any property of any kind belonging to the City, no later than the time at which the employee is paid all wages and other sums due under this Agreement.

ARTICLE 14 SAFETY

All work should be executed in a safe and proper manner. The Alaska Occupational Safety and Health Standards will serve as minimum standards.

The City shall furnish and provide adequate training in the use of such safety equipment as is necessary for the safety of the employee. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment will be provided and be available for employees working under adverse conditions.

ARTICLE 15 EDUCATION, TRAINING AND TUITION

15.1 - City Provided

The City shall provide education and training necessary for an employee to maintain

professional licenses or certifications required by law. City required education and training will be provided at the City's expense. The actual and necessary expenses incurred by employees for approved official travel outside the City of Fairbanks because of such education and training will be paid pursuant to Article 19, Travel and Per Diem. The provisions of Section 15.2 will not apply if the employee is required by the Mayor, or designee, to attend training or education. The parties agree that reimbursement responsibility will be made clear prior to education and training.

15.2 - Employee Requested

An employee may wish to obtain education or training in addition to that provided by the City under Section 15.1. To obtain a tuition refund or reimbursement for any other conference or seminar (tuition), education or training costs and fees, including travel and accommodations, employees must first obtain prior written consent of the Mayor. Where such consent has been provided and upon proof of successful completion of the education or training, the City shall give the employee administrative leave for travel to and from, as well as attendance at, the conference or seminar and shall refund 100% of tuition paid for such education or training. The City shall also reimburse the employee for any pre-approved reasonable costs, fees, or travel expenses paid by the employee in connection with such education or training. Reasonable costs, fees, and travel expenses reimbursed for travel outside the City of Fairbanks will be as described in Article 19, Travel and Per Diem.

The employee whose educational or training request has been granted shall sign an agreement providing that any refund or reimbursement will be returned to the City on a prorated basis in the event of voluntary termination within 360 calendar days. Involuntary terminations or separations involving medical reasons will not require refunds to be returned.

ARTICLE 16 WAGES

16.1 - Wage Classification and Salaries

The wage rate, which is the package rate minus allocations for benefits, for the classifications is shown in Schedule "A." The City is not precluded from paying a higher wage rate than benchmark "E", or annual bonus as it finds necessary for superior performance to any of the employees covered by this Agreement. (See text accompanying Schedule "A," Section 3).

- A. Newly created classifications, temporary, and intern employee wage structures will be mutually established by the City and Union assessed by the knowledge, skills, and abilities of the individuals.
- B. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed based on annual compensable hours,

is a more accurate method of reflecting the actual cost to the City.

- C. For each year of this contract the City will increase the members' package rate by the percentage of the average of the prior three years Anchorage CPI rate with a minimum increase of 1.5% and a maximum increase of 3%.

(Examples: 3-year average less than 1.5%, City pays 1.5%; 3-year average greater than 3%, City pays 3%; average between 1.5% and 3%, City pays the actual average increase).

- D. Please see Article 9.1 for health care/pension contributions to the package rate.

16.2 – Pay for Temporary Assignments

Under ordinary circumstances, the City agrees to use employees within their own CBA and classification. When an employee is required to assume the duties of another position more than 5 days, the employee will be paid 4% extra starting after 5 days.

16.2.1 – Compensation for Service as Acting Department Head

When a Department Head is on personal leave and unavailable for more than 12 hours to physically respond to the work if needed, another employee shall be appointed by the City Mayor or designee as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at inter-agency meetings and taking responsibility for overall operations of the Department. While serving as Acting Department Head, the employee will receive the Range E rate of pay for the Department Head. All overtime will be at the employee's regular rate of pay, as Department Heads are not eligible for overtime. Any leave cash out will be at the employee's regular rate.

16.3 - Compensatory Time

A. Exempt Employees.

Compensatory time is time off made available to an employee who has worked more than 40 hours per work week because of their attendance at such things as mandatory meetings, actual call-outs, evening work on special projects, the completion of which is not feasible during the ordinary work day or work week, or other similar functions. The accrual and use of compensatory time will be pre-authorized and administered in the manner set forth by the Mayor, as amended from time to time.

B. Non-Exempt Employees.

Non-exempt employees who are eligible for overtime may elect to accrue

compensatory time at the rate of 1.5 hours for each hour worked. Compensatory time will be used in the same manner as annual leave per Article 20.

C. Compensatory Time Balances.

No balance beyond 240 hours may be accrued with the following exceptions. Public Safety employees may by law accrue up to 480 hours. Any amount of compensatory time accrued by special assignments beyond the 240-hour limit because of this exception must be approved by the Mayor or the Mayor's designee and used within 6 months of the date it was earned, beyond which time any amount remaining more than 240 hours will be cashed out. Exempt employees will lose any amount over 240 hours. No employee covered by this CBA may accrue over 480 hours.

16.4 - Court Appearance

Employees required for court, because of actions performed for the City in the line of duty, will suffer no loss in regular earnings but will be compensated during their service at the employee's rate of pay if on-duty. Any witness fees will be turned over to the City. If members are off-duty, they will receive pay or compensatory time at the appropriate rate with a 2-hour minimum being paid or credited.

ARTICLE 17 PERFORMANCE EVALUATIONS

Employees in the bargaining unit, on probationary status, will receive written performance evaluations midway through and at the completion of the probationary period. Regular employees may be evaluated as the need arises or as requested by the employee. Employees will be given at least 10 working days prior to finalization of any evaluation to make a written rebuttal, which will become a part of the employee's official personnel record.

ARTICLE 18 FILLING OF VACANCIES

18.1 - Promotional Opportunities

The parties understand and agree that hiring and promotional decisions will be made based on merit and fitness. Where merit and fitness are equal, the greater seniority of one applicant over another will be considered an additional qualification. Preference may be given to the acting appointee for the vacant position pursuant to Article 16, Sections 16.2 and 16.2.1 of this Agreement.

18.2 - Vacancy Promotions

When a vacancy occurs, or a new position is created pursuant to this Agreement, the

Mayor or the Human Resources Director shall post vacancy announcements which will include a job description, salary information, and a complete list of all factors or criteria, including but not limited to education, training, and experience that will be considered in making the job award. The announcement will also state whether a formal written application is necessary and where and when such application can be obtained.

Vacancy announcements must also specify the position's opening date, a job description and title, and any other pertinent information or requirements, together with the closing time and date of the application period. Copies of all such notices will also be provided to the Union's Fairbanks business office.

Temporary employees may apply to internally advertised permanent positions.

18.3 - Application Procedure

Where applications are to be made for any vacant or newly created position within the bargaining unit, application forms will be made available from the Human Resources Office.

18.4 – Rights

Employees offered and who accept a promotion or transfer into a vacant or newly created position will be placed at the appropriate level or step given their current level of service and compensation. For all transferred or promoted employees, length of service will remain unbroken and all accrued benefits will remain unchanged.

18.5 - Promotions/Transfers

Any employee may refuse a permanent, non-disciplinary transfer to a lower or comparable rank or classification or a promotion to a higher rank or classification. Such refusal will not be the basis for discipline or any other adverse action including but not limited to: leave, training or reimbursement request denials, an otherwise unwarranted demotion or transfer, changes in work assignments, work location, or support personnel.

ARTICLE 19 TRAVEL AND PER DIEM

19.1 - Official Travel Outside City of Fairbanks

Business travel shall be governed by the current City Travel Policy, as adopted by the Mayor. Employees' time spent at official conferences, meetings, or training sessions is compensable. If the employee is unable to return to the normal work place, a full 8 hours of compensable time is earned. Should the actual training or meetings exceed 8 hours, all time spent is compensable.

The City will fully reimburse the employee for travel, lodging, parking, and other required

expenses. The City will use the State of Alaska per diem rates for all travel meals and optional items.

19.2 - Use of Personal Vehicles

Employees are not authorized to use their privately-owned vehicles for City business. However, when members are authorized by the City in writing to so use their private vehicles for official business, reimbursement for such use will be at the rate allowed by the Internal Revenue Service. In the event the employee is required to respond to a problem or emergency after regular work hours, the employee may use their personal vehicle to go directly to and return from the site of the problem or emergency and be reimbursed at the rate allowed by the Internal Revenue Service.

ARTICLE 20 PERSONAL LEAVE

20.1 - Personal Leave

A. Employees accrue leave according to the following schedule:

0 to 24 months of service:	160 hours per calendar year;
25 to 60 months of service:	200 hours per calendar year;
Greater than 60 months of service:	240 hours per calendar year.

B. Leave Cap -

A cap of 600 hours will be placed on leave. If any employee has over 600 hours of leave at the end of the calendar year, then the amount over 600 hours must be cashed out.

C. Grandfather Clause-

On Dec 31, 2020, those employees that have over 600 hours in their leave bank have five years to cash it out or take their leave to reduce the balance to 600 hours or less. After five years, Dec 31, 2025, all leave over 600 hours must be cashed out.

20.2 – Leave Requests

Scheduled personal leave may be taken in conjunction with approved travel on City business so long as any additional expenses to the City are reimbursed by the employee. When personal leave is used for illness or bereavement, the employee must notify the supervisor as soon as possible.

20.3 - Termination Cash Out

Upon termination of any employee covered by this Agreement, the full value of all accrued personal leave must be paid at the employee's then-current rate of pay. The City will make pension contributions on all compensable hours.

20.4 - Draw Down of Personal Leave

Subject to the "cap" provision set forth below, any employee covered by this Agreement may cash out their personal leave in accordance with the following schedule. Member "cash out" requests must be submitted to the Mayor or designee. The cashed-out hours will be paid on a separate check due at the same time as the employee's next regular paycheck. Cash outs will be subject to union dues, and the City will make pension contributions on all leave cash outs.

LEAVE USAGE. All personal leave hours have full leave usage and leave usage is not reduced at any time regardless of the total number of hours accrued.

Total Personal Leave Hours for Draw Down:

0 - 200 hours: Cannot cash out without Mayor or designee approval.
Over 200 hours: 100% cash out value.

20.5 - Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other City employees in time of need. Employees may donate leave in accordance with City policies.

The City does not require the recipient of leave donations to first exhaust their own leave bank to zero.

20.6 - Expiration of Accrued Personal Leave

An employee who exhausts accumulated personal leave may request leave without pay, which may be granted at the discretion of the Mayor in accordance with Section 21.6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee as to their expected time to return to work. The employee may also be required to submit to their supervisor a monthly report affirming the nature of the absence.

20.7 - Seniority Rights During Illness or Disability

Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work will not be lost during any period of approved absence due to sickness or disability. Additional seniority rights will not accrue during any period of leave without pay attributable to a non-work-related sickness or disability, except as provided for under the parental leave provisions of this Agreement.

20.8 - Job-Incurred Injury or Illness

In the event of a job-incurred injury or illness within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position will be held for such employee until it has been established that the employee will be unable to return to work or one year, whichever is sooner. An award to the employee of Workers' Compensation Permanent Disability will be deemed to establish that the employee will be unable to return to work unless the employee, by returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude their return to the job in question. The City will comply with all requirements of the Alaska Workers' Compensation Act. The employee shall be required to submit to their supervisor a monthly report from the attending physician. An employee may choose to use personal leave to supplement income during times of Workers' Compensation leave, provided that total net compensation is equal to or less than the employee's regular compensation.

20.9 - Light or Limited Duty

In the event of an injury precluding the employee from returning to full duty status, the City and the Union shall mutually establish the scope of the employee's adjusted duties and adjusted rate of pay, with the employee's physician's approval of the adjusted duties. The employee's regular rate of pay will be reinstated by the City upon receipt of a doctor's full work release.

20.10 – Employee Breaks

All employees shall be allowed one break not to exceed 15 minutes in duration during the first half of the shift and 15 minutes during the second half of the shift.

ARTICLE 21 OTHER APPROVED ABSENCES

21.1 - Family/Medical Leave

The parties shall comply with the Alaska Family Leave Act (AS 23.10.500-.550; AS 39.20.305) and the Federal Family and Medical Leave Act (Public Law 103 - 3).

21.2 – Elections

All employees shall be given the necessary time off, without loss of pay, for the purpose

of voting when the polls are not open at least 2 hours before or after the employee's scheduled hours of work.

21.3 - Jury Duty

Employees required to serve on jury duty will suffer no loss in regular earnings but will be compensated during their service while serving such jury duty, provided, however, that any jury duty pay received is turned over to the City by the employee. It is agreed that an employee reporting for jury duty who is then released for the day will return to work for the rest of the work shift.

21.4 - Funeral Leave

An employee may use personal leave or leave without pay to attend a funeral, when approved by the Mayor.

21.5 - Military Service Leave

Military leave means training and service performed by an inductee, enlistee, or reservist, or any entrant into a temporary component of the Armed Forces of the United States and the time spent reporting for and returning from such training in service, or if a rejection occurs, from the place of reporting for service. It also includes active duty training as a reservist in the Armed Forces of the United States or as a member of the National Guard of the United States, where the call is for mandatory training only. A copy of the employee's Orders must be provided to Payroll.

- A. Eligibility. Any permanent employee who leaves the City service for compulsory military duty will be placed on military leave to extend through a period of 90 days after their release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in their position without loss of status or reduction in pay.
- B. Restoration. An employee returning from military leave will be entitled to restoration to their former position, provided the employee makes application within 90 days after their release from duty and is physically and mentally capable of performing the duties of the position involved. If the position the employee vacated no longer exists at the time they are qualified to return to work, such person will be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of status. Disputes as to the employee's fitness will be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there will be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.

- C. Disposition of Vacation Leave. An employee who leaves the City service for such military leave without pay may elect to be paid for any accrued leave they may be entitled to as if they were actually separating from the City service. The employee's decision will be noted on the personnel action form effecting the leave. If the employee elects not to be paid for such leave, the accrued leave credits will be reinstated upon return of the employee to the City service.
- D. Military Reserve Training or Emergency National Guard Service. Any employee who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training or duty for a period not exceeding 120 work hours during any one calendar year. Such military leave will be with pay if all military pay the employee receives for the duties performed on such leave is paid to the City. The Mayor may authorize additional periods of military leave in the event of employee hardship in the event of prolonged involuntary military service.

21.6 - Leave Without Pay

After completing their probationary period, permanent employees may be granted leave without pay.

Requests for leave without pay will be made in writing to the Mayor. Approval of such leave requests will be made on an individual basis. Where service requirements permit and where the employee has demonstrated a serious and legitimate need, approval will not be unreasonably withheld. Cost of such request will be a factor in such determination.

While on leave without pay, seniority and personal leave will not accrue. Longevity credits for completing probation and pay anniversary date will also be suspended during any period of leave without pay.

Where leave without pay is granted, the employee will first use their accumulated personal leave.

During an approved leave of absence, an employee's position may be filled by assigned or temporary employees. At the expiration of any period of leave without pay, the employee has the right to and will be reinstated to the position vacated.

21.7 - Union Leave

A regular employee elected or appointed to a position as a full-time Union official will be entitled to a maximum of 30 days leave of absence from the City to fill their Union position. During such leave of absence, such employee will have the right to elect, without penalty, to return to their former position with the City. In the event such election is made, the employee's anniversary date will be adjusted for any period of leave without pay in accordance with Section 21.6. In the event the employee does not elect to return to their former position by the end of this 30-day period, the employee will forfeit their seniority

with the City. Upon termination of their position with the Union at any time after expiration of this 30-day period, said employee shall be given the first option, for a period of 3 years, in filling a vacancy which may occur in the department or classification in which they were formerly employed or for which they are otherwise qualified. The Union shall notify the City when the employee has terminated their Union position. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Section 23.2(B) - Notice of Recall.

ARTICLE 22 SENIORITY

22.1 - Definition of Seniority

There are two types of seniority for members of this bargaining unit:

- A. Seniority is total length of service the member of this bargaining unit has worked for the City without separation, without regard to prior bargaining unit(s), subject to adjustment as set forth in this Agreement.
- B. Classification seniority is the length of service of the employee in the job classification with the City, subject to adjustment as set forth in this Agreement.

22.2 - Termination of Seniority

- A. Seniority will be terminated upon:
 - 1. Discharge;
 - 2. Resignation;
 - 3. Layoff for a period of 2 years or more (or 9 months in the case of medical incapacity due to non-job-related injury or illness), or inability to return to work from a job-incurred injury or illness of 2 years or more as provided for in Section 20.8;
 - 4. Failure to respond in a timely and/or prescribed fashion to notice of recall;
or
 - 5. Failure to return from an approved leave of absence on the stipulated date of expiration, or any unapproved absence from work without advance City approval in the absence of a legitimate and verifiable explanation.
- B. Seniority will not be interrupted by:
 - 1. Periods of approved leave, except as set forth in Section 21.6 - Leave Without Pay;
 - 2. Workers' Compensation Leave, up to one year;
 - 3. Military Leave;
 - 4. Family/Medical Leave as set forth in Section 21.1; or

5. Active military duty when recall for such duty is beyond the control of the employee.

ARTICLE 23 LAYOFF

23.1 - General Provisions

- A. Layoff(s) will be made by classification, starting with the least senior member in the classification. A layoff of not less than 12 months, during which the employee returns to work at the first opportunity, will not be considered a separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits will be suspended during the period of layoff.
- B. An employee receiving a layoff notice (the "noticed employee") has 5 working days to notify the Mayor in writing of the employee's intent to displace ("bump") another employee in this bargaining unit with less seniority in the same or lower classification within the City. The Mayor will approve the displacement if (a) the Mayor finds that the noticed employee has the qualifications, skills, training, and experience to perform the work duties of the other employee, and (b) if the noticed employee has worked continuously for the City, regardless of bargaining unit status, longer than the other employee. If the Mayor approves the displacement, the noticed employee will be transferred to the other employee's classification, at the pay rate of the other employee. The displaced employee will then be given notice of layoff and may invoke the displacement process if eligible.

23.2 - Recall

- A. Procedure. Upon layoff, the laid off employee will be placed on the layoff list for that classification group from which the employee was laid off, and for the bargaining unit. Recall rights exist for 1 year from the effective date of layoff.
 1. The classification layoff list will be ranked in inverse order of layoff. The recalled position will be offered to the first employee on the classification layoff list.
 2. If the classification layoff list is exhausted and/or eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most seniority of those employees on the bargaining unit's layoff list that possess the required skills and abilities.
 3. If the bargaining unit's layoff list is exhausted and eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most City seniority of those employees on the bargaining unit's layoff list. To receive recall notice from the bargaining unit's layoff list, the employee must provide written notice to the City at the time of layoff of interest and possession of skills and abilities to

- perform the available jobs. The City shall exhaust the bargaining unit's layoff list.
4. The laid off employee must have the skills and abilities to perform the position for which they are recalled. Vacant positions which are to be filled may be filled through promotion provided no employee is on layoff from the classification. However, the vacated position may subsequently be filled only in accordance with this Article.
 5. If an employee is recalled to a position in which he or she has attained regular status, the recalled employee will be appointed to that position as a permanent employee. If an employee is recalled to a position in which he or she has not attained regular status, the recalled employee will be appointed to that position as a probationary employee.
- B. Notice of Recall. Notice of recall will be sent to all laid off employees at their last known address by restricted delivery certified mail and by certified mail to the Union's Fairbanks business office. The employees on the recall list shall, within 10 working days after receipt of the recall notice, notify the City in writing as to their decision regarding the recall offer. The employee at the top of the recall list shall have the first opportunity to accept the position provided they possess the qualifications for the position being recalled. If the City does not receive notice as required above from the employee first eligible for recall within the 10 working day period of when the recall notice was postmarked, then that employee goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position. If none of the individuals on the list who respond possess the required skills and abilities, the City may implement a recruiting process pursuant to Article 18, Filling of Vacancies.

ARTICLE 24 NO STRIKE OR LOCKOUT

24.1 - No Strikes

The Union agrees that during the life of this Agreement it will not sanction, authorize, initiate, aid, or encourage any work stoppage, slowdown, "sick-out", refusal to work, or strike against the City.

24.2 - No Lockouts

The City agrees that during the term of this Agreement there will be no lockouts.

24.3 - Violations

Any alleged violation of this Article, whether by the Union or the City, may be submitted to the Alaska Labor Relations Agency as soon as possible.

ARTICLE 25 SEVERABILITY

In the event any term or provision of this Agreement is found to be in violation of law or not to comply with administrative regulations or requirements, or is otherwise unenforceable, the remainder of this Agreement will continue in full force and effect and will be interpreted in a manner consistent with the spirit and purpose of this Agreement. In the event a provision is found to be contrary to law or to not comply with administrative regulations or requirements or is otherwise unenforceable, either the City or the Union may demand renegotiation of such unlawful or non-complying provision in a manner which will be lawful or compliant. Any such demand must be made within 60 days from the date on which the provision was held to be contrary to law or non-complying or unenforceable.

ARTICLE 26 DURATION OF AGREEMENT

26.1 - Term of Agreement

This Agreement will be effective from January 1, 2024 through December 31, 2026. There are not any retroactive provisions associated with this Agreement at the time of ratification. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual written agreement of both parties.

26.2 – Negotiations

Either party desiring to amend or modify this Agreement must notify the other in writing. Negotiations for a replacement agreement will begin on or about July 1, 2026, unless another date is agreed to by the parties. A party seeking to amend or modify this Agreement must give the other party written notice, to include the nature of the changes desired. Until a satisfactory conclusion is reached in the matter of such changes, the original provisions will remain in full force and effect. Changes can be made at any time by mutual written agreement and consent.

- A. In the event the expiration date of this Agreement is reached during or prior to the completion of negotiations for a new or modified agreement, this Agreement will continue in full force and effect until a new agreement is reached, ratified, and executed by the parties.

- B. Should negotiations not result in an agreement after negotiations have been in progress for 90 calendar days, the no strike, no lockout provision of the Agreement will become null and void, unless extended by mutual written agreement.

26.3 - Successor Clause

This Agreement is binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained will be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment by either party hereto, including any change in ownership or management of either party and any change in the place or location of business of either party.

26.4 - Dispute Resolution

Per Article 7, any dispute concerning commencement or termination of this Agreement will be specifically reserved for judicial review.

26.5 – Printing

Upon final consummation and approval of this Agreement, it will be printed in booklet form and a PDF version made available. The Union agrees to pay the cost of the printing and furnish a reasonable number of copies to the City.

26.6 – Ratification

The City and Union Representatives will seek ratification as soon as practicable after the Agreement has been finalized by both parties.

ARTICLE 27 DEFINITION OF TERMS

27.1 – Definitions

For purposes of this Agreement, terms shall be defined to mean:

- A. "Administrative Leave" means authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" means the specific dollar amount paid the employee.
- C. "Anniversary date of hire" means the date at which an employee has completed a service year of 52 weeks of paid service.
- D. "Promotion" is the assignment of an employee from one position/classification to another which will provide an increase in salary and which has a higher base rate of pay.
- E. A "regular appointment" is an appointment without time limitation, or special restrictions as to continued employment.

- F. A "regular employee" is an individual receiving a regular appointment.
- G. A "permanent employee" is one who has successfully completed probation.
- H. "Member" and "employee" mean a member of the bargaining unit covered by this Agreement unless the context indicates otherwise.
- I. "Position" is the office or employment whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.
- J. "Compensatory time" is defined in Section 16.3.
- K. "Seniority" is defined in Section 22.1.
- L. "Package Rate" includes all sums paid by the City for wages, pension contributions, and healthcare employer contributions.

RATIFIED by the membership of the bargaining unit and approved by City Council Ordinance No. 6254 on July 24, 2023.

FOR THE CITY OF FAIRBANKS:

FOR THE UNION:

David Pruhs Date
Mayor

Vince Beltrami Date
President

Michael Sanders Date
Chief of Staff

Dave Reaves Date
Business Manager/Financial Secretary

Robert Clay Date
Business Representative

Section 1.

EFFECTIVE 01-01-2024

IBEW SCHEDULE A

POSITION CLASSIFICATION	RANGE A 90%	RANGE B 92.5%	RANGE C 95%	RANGE D 97.5%	RANGE E 100%	RANGE F 102.5%	RANGE G 105%	RANGE H 107.5%	RANGE I 110%	PACKAGE RATE BASED ON RANGE E
Administrative Assistant	26.79	27.54	28.28	29.03	29.77	30.51	31.26	32.00	32.75	46.40
HR Generalist	29.55	30.37	31.19	32.01	32.83	33.65	34.47	35.29	36.11	49.46
Legal Secretary	31.46	32.33	33.20	34.08	34.95	35.82	36.70	37.57	38.45	51.58
Deputy City Clerk #	33.75	34.69	35.63	36.56	37.50	38.44	39.38	40.31	41.25	54.13
Deputy City Clerk/Cashier	26.79	27.54	28.28	29.03	29.77	30.51	31.26	32.00	32.75	46.40
City Engineer	54.73	56.25	57.77	59.29	60.81	62.33	63.85	65.37	66.89	77.44
Engineer III	45.00	46.25	47.50	48.75	50.00	51.25	52.50	53.75	55.00	66.63
Engineer II	40.05	41.16	42.28	43.39	44.50	45.61	46.73	47.84	48.95	61.13
Engineer I	36.45	37.46	38.48	39.49	40.50	41.51	42.53	43.54	44.55	57.13
Engineer Assistant II	35.39	36.37	37.35	38.34	39.32	40.30	41.29	42.27	43.25	55.95
Engineer Assistant I	32.27	33.16	34.06	34.95	35.85	36.75	37.64	38.54	39.44	52.48
Surveyor	44.26	45.49	46.72	47.95	49.18	50.41	51.64	52.87	54.10	65.81
Environmental Analyst	42.64	43.83	45.01	46.20	47.38	48.56	49.75	50.93	52.12	64.01
Quality Control Officer	31.06	31.92	32.78	33.65	34.51	35.37	36.24	37.10	37.96	51.14
Public Works Director	54.73	56.25	57.77	59.29	60.81	62.33	63.85	65.37	66.89	77.44
Building Official	49.50	50.88	52.25	53.63	55.00	56.38	57.75	59.13	60.50	71.63
Combination Building Inspector	36.21	37.21	38.22	39.22	40.23	41.24	42.24	43.25	44.25	56.86
Plans Examiner	36.45	37.46	38.48	39.49	40.50	41.51	42.53	43.54	44.55	57.13
Senior Structural Plan Check Engineer	45.00	46.25	47.50	48.75	50.00	51.25	52.50	53.75	55.00	66.63
Code Compliance Inspector	35.20	36.18	37.15	38.13	39.11	40.09	41.07	42.04	43.02	55.74
Police Chief	54.73	56.25	57.77	59.29	60.81	62.33	63.85	65.37	66.89	70.44
Emergency Dispatch Center Manager	42.96	44.15	45.34	46.54	47.73	48.92	50.12	51.31	52.50	64.36
Fire Chief	54.73	56.25	57.77	59.29	60.81	62.33	63.85	65.37	66.89	70.44
Assistant Fire Chief	45.11	46.36	47.61	48.87	50.12	51.37	52.63	53.88	55.13	66.75
Controller #	44.49	45.72	46.96	48.19	49.43	50.67	51.90	53.14	54.37	66.06
Grants & Contracts Administration Manager	37.49	38.53	39.57	40.61	41.65	42.69	43.73	44.77	45.82	58.28
Accounting Specialist	29.51	30.33	31.15	31.97	32.79	33.61	34.43	35.25	36.07	49.42
INACTIVE REPRESENTED POSITIONS LISTED BELOW										
Engineer IV	44.50	45.73	46.97	48.20	49.44	50.68	51.91	53.15	54.38	66.07
Property Development Manager	40.15	41.26	42.38	43.49	44.61	45.73	46.84	47.96	49.07	61.24
General Ledger Accountant/Grants Manager	41.78	42.94	44.10	45.26	46.42	47.58	48.74	49.90	51.06	63.05

NOTES:

Police Chief and Fire Chief does not participate in IBEW pension plan.
 Deputy City Clerk with CMC certification receive an additional \$2.42 per hour on benchmark wage.
 Package includes \$9.63 per hour for health care and \$7.00 per hour for pension.

Section 2.

After the package rate is set effective January 1, as provided in Section 16.1 and after the Union designates allocation to Pension and H&W, employee will be paid at the benchmark Range E unless, based upon merit evaluation of employee experience, knowledge and skills, dedication, and performance, the Mayor finds that individual wages be adjusted to the following ranges.

Range A	Range B	Range C	Range D	Range E	Range F	Range G	Range H	Range I
90%	92.5%	95%	97.5%	100%	102.5%	105%	107.5%	110%

Range A & B are meant to be the starting wage for employees whose knowledge, experience, or skills are still developing. It is also meant to apply to employees whose knowledge, skills, or performance have declined to the minimally acceptable level.

Range C&D are meant to apply to employees whose knowledge, skills, and experience are progressing but have not yet reached the average. It is also meant to apply to employees whose knowledge, skills, and performance have slipped below average.

Range F & G are meant to apply to employees whose knowledge, skills, and experience are above average and for employees whose performance is above average.

Range H & I are meant to apply to employees with extensive knowledge, skills, and ability whose performance is superior.

While initial range placement and subsequent range advances to a higher range are at the discretion of the Mayor, employee(s) may not be moved from a higher to a lower Range without just cause subject to the following:

- a. In the event the Mayor has concerns about the adequacy of an employee's work performance which may trigger a decision of a reduction in pay range, the performance issue will first be orally discussed by the employee, the Department Head, and the Mayor.
- b. After said meeting, a written "performance improvement plan" identifying the areas needed for improvement will be provided to the employee. Follow up meetings will be held at the request of the employee
- c. 6 calendar months or more will be allowed to elapse after the issuance of the performance improvement plan before any decision to reduce pay range is made.
- d. Prior to the Mayor's decision to reduce pay, a pre-disciplinary meeting will be held with the employee, the Department Head, the Mayor and any other persons the employee wishes to attend so that the issues can be discussed.

- e. Prior to the Mayor's decision to reduce pay, the Mayor will inform the Union Business Agent of the decision and provide 30 days' notice before the reduction is made.
- f. Should the employee elect to grieve the matter, they will remain at the prior pay range until the grievance is resolved under the terms of this collective bargaining agreement.

If an employee is involuntarily moved to a lower pay range, that demotion will not last longer than one calendar year. If the Mayor wishes to again reduce the pay range, the above procedure will be followed.

Section 3.

Classifications marked with # will routinely be entrusted with confidential information placing them in a potential conflict of interest between their roles as City officials and bargaining unit members. In such situations, the employees' duty as a public official will prevent any disclosure of information subject to the provisions of law.

ORDINANCE NO. 6255

AN ORDINANCE INCREASING WAGES FOR COMMISSIONED OFFICERS AT THE FAIRBANKS POLICE DEPARTMENT AND AMENDING THE 2023 OPERATING BUDGET

WHEREAS, the City of Fairbanks must maintain effective recruitment and retention within a competitive workforce for commissioned officers at the Fairbanks Police Department; and

WHEREAS, continued trends in recruitment and retention challenges, coupled with recent labor market shifts, have created a crisis affecting the Fairbanks Police Department's ability to continue to support the public safety needs of our community.

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

SECTION 1. All Commissioned Officers under the Chief of Police at the Fairbanks Police Department will receive a \$4.00 per hour increase in wages.

SECTION 2. The operating budget will be amended as stated on the fiscal note.

SECTION 3. The effective date of this Ordinance is August 1, 2023.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6255

Abbreviated Title: ORDINANCE INCREASING WAGES FOR FPD COMMISSIONED OFFICERS

Department(s): POLICE

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes No X

If yes, what is the estimate? see below

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

If yes, how many positions?

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

II. FINANCIAL DETAIL:

EXPENDITURES:	2023
SALARIES AND BENEFITS [LESS ADDITIONAL SAVINGS]	\$ 65,490
TOTAL	\$ 65,490

FUNDING SOURCE:	2023
GENERAL FUND	\$ 65,490
TOTAL	\$ 65,490

Effective August 1, 2023, the city will increase the base rate for a Police Officer from \$34.00 per hour to \$38.00 per hour. This change will also impact the salaries and benefits for Detectives, Sergeants, and Lieutenants. The cost is \$273,350 and additional savings in the amount of \$207,860 is reflected from reducing seven positions from the Police Department and the cost for the insurance plan.

Reviewed by Finance Department: Initial mb Date 7/6/2023

ORDINANCE NO. ____

AN ORDINANCE TO PRESENT TO THE QUALIFIED VOTERS OF THE CITY OF FAIRBANKS THE QUESTION OF WHETHER TO RATIFY A PASS-THROUGH LOAN FROM THE ALASKA CLEAN WATER FUND TO GOLDEN HEART UTILITIES FOR UP TO \$8.2 MILLION FOR BIO-SOLIDS INCINERATION TESTING, GRIT REMOVAL, AND ULTRAVIOLET DISINFECTION AT THE CITY-OWNED WASTEWATER TREATMENT FACILITY

WHEREAS, in 1997 the City sold its utility system to a consortium of buyers in exchange for \$87.5 million in cash, payoff of \$47.6 million in utility debt, and other consideration; of the total proceeds, the City received \$2 million cash from the water/wastewater purchasers; and

WHEREAS, since the sale, the Peger Road Wastewater Treatment Plant has been operated by Golden Heart Utilities (“GHU”) under the terms of a lease-purchase agreement paying \$33,075 per month to the City Permanent Fund; to date, the City has received over \$10 million in lease payments; and

WHEREAS, GHU has not exercised its option to purchase the treatment plant, opting to continue leasing the facility from the City; and

WHEREAS, as owner of the Wastewater Treatment Plant, the City is eligible to borrow money at a low interest rate (1.5%) from the Alaska Clean Water Fund (“ACWF”), a fund administered by the State of Alaska Department of Environmental Conservation, to assist eligible recipients in wastewater treatment; and

WHEREAS, the bio-solids incineration pilot testing project will provide a fit-for-purpose technology designed to thermally treat wastewater biosolids (\$1.5 million), the grit removal project will support ultraviolet treatment (\$1.7 million), and the ultraviolet disinfection project will ensure compliance with permitted levels of residual chlorine (\$5.0 million) at the wastewater treatment plant; and

WHEREAS, the total cost of these projects is \$8.2 million, and the City is eligible to borrow from the ACWF, with a repayment period of 20 years and an interest rate of 1.5%; and

WHEREAS, loan proceeds would be passed through to GHU, and GHU would be responsible for repayment of the loan; and

WHEREAS, all costs incurred by GHU during the construction of the project will be submitted to the City for approval and payment; and

WHEREAS, the City and GHU will enter into an agreement whereby GHU will provide assurances and remedies to protect the City from having to repay the loan; as part of the agreement, GHU would pay a loan origination fee of 0.5% of the actual loan

amount to the City at loan inception, pay the full cost of City employee wages and overhead for time spent administering loans and grants, provide an annual financial audit as required by the City, and obtain a loan repayment guarantee from GHU's parent company, Fairbanks Sewer and Water, Inc.; and

WHEREAS, using funds from a low interest loan from the ACWF will reduce the total cost of the project and will ultimately be a benefit to GHU's rate payers; and

WHEREAS, ratification of this ordinance by qualified City voters is required by the Alaska Constitution.

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

SECTION 1. The Mayor is hereby authorized to:

(a) execute any documents necessary to apply for and accept loans through the Alaska Clean Water Fund for up to \$8.2 million for the Wastewater Treatment Plant Bio-solids Incineration Pilot Project, Grit Removal Project, and Ultraviolet Disinfection Project; and

(b) enter into an agreement with Golden Heart Utilities regarding the terms and conditions for repayment of the loan.

SECTION 2. The City Clerk is directed to place the attached Proposition A on the ballot for ratification by the voters of the City of Fairbanks at the 2023 regular election.

SECTION 3. This Ordinance, enacted by the Fairbanks City Council on the 14th day of August 2023, does not become effective unless and until ratified by the voters of the City of Fairbanks.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

Proposition A

INFORMATION: In 1997, the City sold its utility system to a consortium of buyers in exchange for \$87.5 million in cash, payoff of \$47.6 million in utility debt, and other consideration. Of the total proceeds, the City received \$2 million from the water/wastewater purchasers. As part of the overall utility sale, the Peger Road Wastewater Treatment Plant has been operated by Golden Heart Utilities (“GHU”) subject to a lease-purchase agreement paying \$33,075 per month to the City Permanent Fund. GHU has not exercised its option to purchase the treatment plant, opting to continue leasing the facility from the City. Over \$10 million has been received in lease payments to date.

The City is eligible to borrow funds from the Alaska Clean Water Fund at 1.5% interest and proposes to borrow up to \$8.2 million for a bio-solids incineration pilot testing project to provide a fit-for-purpose technology designed to thermally treat wastewater biosolids (\$1.5 million), for a grit removal project to support ultraviolet treatment (\$1.7 million), and for an ultraviolet disinfection project to ensure compliance with permitted levels of residual chlorine (\$5.0 million) at the wastewater treatment plant. GHU has agreed to repay this loan and interest in full, plus pay the City a 0.5% loan origination fee and other costs. GHU estimates that ratepayers will see an increase of approximately 2.63% to pay for this project. Using conventional financing sources, the increase would be approximately 5.92%.

QUESTION: Should City of Fairbanks Ordinance No. _____ be ratified?

A “yes” vote ratifies Ordinance No. _____, which authorizes the Mayor to enter into agreements with the State of Alaska and Golden Heart Utilities (GHU) to borrow up to \$8.2 million at 1.5% interest from the Alaska Clean Water Fund for Projects at the Peger Road Wastewater Treatment Plant, with GHU to pay in full all principal, interest, and fees.

A “no” vote rejects Ordinance No. _____.

YES _____

NO _____

ORDINANCE NO. _____

**AN ORDINANCE TO PRESENT TO THE QUALIFIED VOTERS OF THE
CITY OF FAIRBANKS THE QUESTION OF AMENDING CITY CHARTER
SECTION 6.5 TO EXEMPT ALCOHOLIC BEVERAGE TAX REVENUES IN
EXCESS OF \$2,000,000 FROM THE TAX CAP LIMITATIONS.**

WHEREAS, on October 3, 1989, City of Fairbanks voters incorporated the tax cap into the City Charter, which essentially stated that the amount of total property and sales taxes the City could collect from one year to the next could only grow with the inflation rate, new building construction (added to the basis), payment of voter-approved bonds, and other limitations contained in Charter Section 6.5; and

WHEREAS, the majority of Fairbanks Emergency Communication Center, Fairbanks Police Department and Fairbanks Fire Department calls are in response to incidents involving alcohol; and

WHEREAS, all Emergency Service Patrol calls are to aid people suffering from chronic inebriation; and

WHEREAS, the nationwide workforce shortage has put a high demand on public safety employees; and

WHEREAS, the City must recruit and retain qualified personnel to answer and respond to a steadily increasing call volume for alcohol related incidences; and

WHEREAS, alcohol sales in Fairbanks have increased each year for the past five years; and

WHEREAS, the alcoholic beverage sales tax is under the tax cap, and raising taxes above this cap requires approval by City voters; and

WHEREAS, subject to appropriation, amending City Charter Section 6.5 to exempt alcoholic beverage tax revenues in excess of \$2,000,000 from the tax cap will allow for additional funding for critical public safety services while preserving the first \$2,000,000 of the alcohol tax to offset property taxes; and

WHEREAS, a unanimous vote of the City Council is required to propose an amendment to the City Charter, and no amendment is effective unless and until it is ratified by qualified City voters.

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

SECTION 1. The City Clerk is directed to place the following question on the ballot for ratification by the voters of the City of Fairbanks at the 2023 regular election:

Proposition B

INFORMATION: Most public safety calls for service are in response to alcohol-related incidents. The call volume for these services has been steadily climbing in Fairbanks. Alcohol sales have steadily increased in Fairbanks over the past five years, but the alcohol beverage sales tax is under the City's tax cap and has not generated additional City revenue. Proposition B seeks to exempt annual alcoholic beverage sales taxes in excess of \$2,000,000 from the tax cap. The effect of the passage of Proposition B would be that the first \$2,000,000 collected in alcoholic beverage sales taxes would be used to offset property taxes, and any additional alcoholic beverages tax funds collected would be subject to annual appropriation by the City Council, with the intent to support public safety services.

Should Fairbanks City Charter Section 6.5 be amended by adding new subsection D to read as follows?

D. Increases in the alcoholic beverage tax levied by the City in excess of \$2,000,000 shall be exempt from the application of Section 6.5.

YES _____

NO _____

A " YES" vote amends Charter Section 6.5.

A "NO" vote defeats the amendment.

David Pruhs, City Mayor

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas Chard II, City Attorney

ORDINANCE NO. ____

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE CHAPTER
26, ARTICLE III, EMERGENCY MEDICAL SERVICES, ADDING
REGULATIONS GOVERNING PRIVATE AMBULANCE SERVICES**

WHEREAS, citizens of the City of Fairbanks demand and deserve the best available emergency medical care; and

WHEREAS, Private ambulances operating within the city limits should provide the highest quality service available; and

WHEREAS, the City of Fairbanks recognizes the need to have supervision of private ambulances that are providing care within The City of Fairbanks area of jurisdiction to ensure that the highest quality is being offered and maintained; and

WHEREAS; the City of Fairbanks does not have any regulations on the operation of private ambulances within the city limits.

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

SECTION 1. Fairbanks General Code Chapter 26, Article III is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strike through~~ font]:

ARTICLE III. - EMERGENCY MEDICAL SERVICES

~~Sec. 26-111. - Charges.~~

~~(a) The charges for emergency medical service are as specified in the city schedule of fees and services.~~

~~(b) The amount collected for mileage shall be placed in the capital appropriation fund.~~

Sec. 26-111. - Definitions.

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

Ambulance Service means a service which provides ground transportation to persons who require medical monitoring and does not include stationary emergency aid services at a particular location.

Dispatch means the receipt of a request for ambulance service or the arrangement for a licensee to fulfill a request for ambulance service.

Emergency means:

1. Patients not previously evaluated by a qualified healthcare professional (QHP), including patients who have been treated for an existing problem but who develop new, acute symptoms which have not been evaluated previously by a QHP.

2. Any patient condition which could reasonably lead to loss of life or limb or could cause the person significant harm if not treated immediately by a QHP.

FFD EMS Patient Transport means Fairbanks Fire Department (FFD) ambulance transports of previously unevaluated patients. Emergency Medical Services (EMS) transports may be of patients considered either emergent or non-emergent. Providers, patients, or other parties that call 911 for response and service are FFD EMS transports.

Fairbanks Area Emergency Medical Services (EMS) means response apparatus, transport ambulances, and EMS personnel assigned or belonging to Fairbanks Fire Department (FFD), University Fire Department (UFD), North Pole Fire Department (NPDF), Fort Wainwright Fire (FWF), Chena Goldstream Fire and Rescue (CGFR), and Steese Volunteer Fire Department (SVFD), Eielson AFB.

Fire Chief means the chief of the Fairbanks Fire Department or designee.

Licensee means a person or entity in possession of a current and valid ambulance service license issued pursuant to this chapter.

Nonemergency Ambulance Services means providing ground ambulance services for transports that originate inside the City of Fairbanks limits.

Nonemergency Call means a request for an ambulance to transport or assist patients that would not constitute a 9-1-1 emergency call.

PAS Patient Transport means private ambulance service (PAS) transports of patients who meet the eligibility criteria in FGC Sec. 26-121 are deemed stable for the transport, require medical monitoring, and the use of any other method of transportation is not otherwise necessary given the patient's condition.

Patient means a person who requires medical monitoring transport by an ambulance service.

Private Ambulance Service (PAS) means a service which provides ground ambulance transportation to persons who require medical monitoring.

Qualified Healthcare Professional (QHP) means a health care professional who is qualified by education, training, licensure/regulation (when applicable) and facility privileging (when applicable) who performs a professional service within their scope of practice and independently reports that professional service.

Registered Nurse (RN) means a nurse who meets the State of Alaska requirements to obtain and maintain a nursing license in Alaska.

Sec. 26-112. – License required.

(a) It is unlawful for any person or entity to provide nonemergency ambulance service within the city limits unless that person or entity is in possession of a valid private ambulance service license issued in accordance with this chapter.

(b) It is unlawful for any person other than the Fairbanks Fire Department to provide emergency ambulance service within the city unless standing mutual aid agreements are activated by the Fairbanks Emergency Communication Center (FECC).

(c) It is unlawful for a licensee to provide or to allow another person to provide ambulance service under the authority of that licensee's license.

Sec. 26-113. – Types of licenses.

(a) An entity may apply for one of three different licenses under this chapter:

(1) A Type 1 license authorizes private ambulances to transport previously evaluated patients, including critical care patients, urgent hospital to hospital transfers, as well as all Type II and III license authorized transports.

(2) A Type 2 license authorizes private ambulances to transport previously evaluated patients requiring advanced life support, as well as all Type III license authorized transports.

(3) A Type 3 license authorizes private ambulances to transport previously evaluated patients requiring basic life support only as well as patient transports with an accompanying medical escort team.

(b) An entity can change the type of license it holds to another type by following the procedures and paying the required fee(s). No refund will be issued for downgrading licenses.

Sec. 26-114. – Contents of application for license; term of license; nontransferability.

(a) An application for a private ambulance service license shall be made to the fire chief on an approved form and shall be accompanied by the following:

(1) Payment of fee(s) pursuant to city fee schedule.

(2) Proof of insurance for all vehicles to be operated as ambulances pursuant to the license as required by FGC Sec. 26-118.

(3) A complete list of the name, address, email address, and telephone number for every person who shall have a financial or proprietary interest in the license.

(4) Proof that the applicant is at least 18 years of age.

(5) Proof of current State of Alaska and City of Fairbanks business licenses.

(6) Proof that the personnel required to operate the ambulance service are available as of the effective date of the license.

(7) Proof that the applicant has acquired and installed the equipment that FGC Sec. 26-124 requires for each vehicle to be operated as an ambulance as of the effective date of the license.

(8) Identification of the EMS Medical Director required by FGC Sec. 26-126(b).

(9) Identification of the vehicles to be operated as ambulances by vehicle registration number, VIN number, make, model, and year, proof that both the body and mechanics of each of them are in good repair, and proof that the applicant is lawfully entitled to use those vehicles for the purpose of an ambulance service.

(10) Proof that any new or used ambulances purchased after July 27, 2021, or any ambulance remounts completed after that date, are certified as meeting one or more of the following nationally recognized standards for ambulance design:

a. the most recent published version of the U.S. Department of Transportation Federal Specification for Star-of-Life Ambulances (KKK-A-1822),

b. the Commission on Accreditation of Ambulance Services Ground Vehicle Standard v 3.0 (CAAS-GVS), or

c. the National Fire Protection Association Standard for Automotive Ambulances (NFPA 1917).

(11) A complete description of the ambulance markings and color scheme to be used in compliance with FGC Sec. 26-123.

(12) Proof of current registration with the State of Alaska as an emergency medical service ground ambulance service.

(13) Attestation of the Private Ambulance Service's EMS Director or Medical Sponsor that PAS personnel have, and will continue to receive, the necessary training and certification (if applicable) to know how to use the current Standing Orders published by the Interior Region Emergency Medical Services Council, Inc. (IREMSC), and will practice within their scope and according to the current IREMSC standing orders.

(14) Initial applicants will be required to submit a copy of their business plan.

(15) Certification by the city's chief financial officer or designee that the entity and person(s) applying for license are not reported as being delinquent on any city taxes or fees and have no outstanding judgments or debts owed to the city or borough.

(b) The fire chief shall issue a license if the applicant complies with all the requirements of subsection (a) of this section, unless good cause exists for denial. A license issued pursuant to

this section is nontransferable and shall be valid for one year unless revoked or suspended pursuant to FGC Sec. 26-116.

(c) A licensee is under a continuing obligation to keep the information on their application for licensure current. Failure to do so will be a violation of this chapter. A licensee shall give written notice to the fire chief of any change to be made on their application within ten days and the fire chief shall amend the application accordingly.

(d) No person may knowingly make a false or misleading statement on an application for a license under this chapter.

Sec. 26-115. – Renewal of license

(a) A license issued pursuant to this chapter is valid for one year from the date of issuance and will expire automatically if an application for renewal is not received by the fire chief prior to the expiration of the license.

(b) All ambulance service licenses will renew March 1 of every year.

(1) Fees may be prorated for the first year.

(2) Applications for renewal are due February 1st of each year. Late submissions may be charged an administrative late fee or denied.

(c) An application to renew an ambulance service license is made to the fire chief in the same manner as an original application and shall be treated in the same manner as an original application.

(d) If a licensee is no longer qualified to hold the license at the time of renewal, the fire chief shall not renew the license and it shall lapse and become ineffective.

(e) Any person or entity that has forfeited a license pursuant to this chapter may not apply for a new license for a period of five years from the date of forfeiture.

(f) A complete schedule of ambulance licensure fees will be available for inspection at the fire chief's office. Any increase in fees will be made available for public inspection in a report to the city council.

Sec. 26-116. – Suspension or revocation of license.

(a) If a licensee is convicted or otherwise found liable by a court of competent jurisdiction for violation of a provision of this chapter or a municipal regulation promulgated pursuant to this chapter, in addition to any criminal or civil penalty imposed, the applicable license shall be automatically suspended or revoked in accordance with the following schedule commencing on the date of the issuance of the court's judgment:

(1) First violation: 60-day suspension of license or permit.

(2) Second violation: 120-day suspension of license or permit.

(3) Third violation: Revocation of license or permit.

(b) Any violation of the terms of a suspension or revocation imposed pursuant to this section is a separate violation of this chapter.

(c) The licensee shall not be permitted to re-apply for a license for two years if they have their license revoked.

Sec. 26-117. – Appeals

(a) If the fire chief determines that an application for an ambulance license does not meet the requirements of this chapter, the fire chief shall deny the application. The fire chief shall issue a written decision to the applicant stating the specific reasons for the denial.

(b) A person aggrieved by the denial or revocation of an ambulance license by the fire chief pursuant to this chapter may appeal to the mayor no later than 15 days after the issuance of that decision. Review by the mayor or designee shall be limited to determining that the decision of the fire chief is supported by substantial evidence.

Sec. 26-118. – Insurance required.

(a) It is unlawful to provide private ambulance services with a vehicle not insured as required by this section.

(b) A complete schedule of private ambulance service insurance requirements will be available for inspection at the fire chief's office.

(c) Before any license is issued for an ambulance service, the applicant shall furnish one or more policies or certificates of insurance issued by an insurance company authorized to do business in the state for the following coverage for each vehicle to be operated as an ambulance:

(1) Worker's compensation and employer's liability insurance required by the laws of the State of Alaska;

(2) Commercial general liability insurance, including coverage for:

- a. Products/completed operations;**
- b. Personal and advertising injury;**
- c. Each occurrence; and**
- d. Medical payments.**

(3) Commercial automobile liability insurance, to include owned, non-owned, and hired vehicles;

(4) Excess liability insurance;

(5) Professional liability (medical malpractice) insurance covering all physicians and emergency medical technicians;

(6) Cyber/privacy liability insurance. The cyber coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses;

(7) With the exception of workers compensation and professional liability each policy shall name the city as an "additional insured" and the actual policy endorsement shall accompany each certificate of insurance;

(8) General liability, workers compensation, and automobile policies shall be endorsed to waive all rights of subrogation against the City of Fairbanks by reason of any payment made for claims under the above coverage. This policy endorsement shall accompany each certificate of insurance;

(9) All policies for general liability shall be primary and noncontributing with any insurance that may be carried by the city;

(10) If the licensee maintains broader coverage and/or higher limits than the minimums shown above, the city requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the city.

(d) The liability insurance policy must be approved as to substance and form by the risk manager for the city and filed with the fire chief.

(e) Every insurance policy or certificate shall contain a clause obligating the insurer or surety to give the fire chief written notice no less than 30 days before the cancellation, expiration, nonrenewal, lapse or other termination of such insurance. A lapse, cancellation, expiration, nonrenewal or termination of insurance coverage will result in an automatic suspension of any license for so long as the licensee is without insurance as required by this section.

Sec. 26-119. – Number of vehicles operated per license; removal from use.

(a) A licensee may operate multiple vehicles as ambulances so long as each such vehicle is always operated in compliance with all of the requirements of this chapter while it is in service as an ambulance.

(b) Whenever a licensee removes a vehicle from service as an ambulance, they shall notify the fire chief of the reasons for such action within six hours thereafter. In the absence of such notice, a vehicle shall be in service for the purpose of enforcing this chapter. Once removed from service, a licensee shall not use the vehicle as an ambulance until the fire chief has approved such use.

Sec. 26-120. – Availability of service.

(a) A private ambulance service must be available to transport patients at all times of every day without exception.

(b) A private ambulance service shall not discontinue service without prior notice to the fire chief at least 90 days in advance of such action.

Sec. 26-121. – Eligibility for transport; permitted transport.

(a) Private Ambulance Services are eligible to transport patients if the patient is deemed stable before, and during the duration of, the transport, and (b) the patient requires medical monitoring, and either:

(1) The patient has a diagnosed or confirmed pre-existing medical condition that meets medical necessity for requiring medically monitored stretcher transport to a routine scheduled appointment at a doctor's office or clinic, or is moving between extended care facilities, assisted living facilities, private residences, or hospital-affiliated hotels and extended stay motels; or

(2) The patient has been diagnosed with, or is being treated for or suffering from, a mental health disorder that a qualified health professional (QHP) has determined requires, or may require, physical restraints to protect the patient, the public, or PAS personnel. If warranted, physical restraints should be used minimally and for the sole purpose of providing protection. Allowable physical restraints include handcuffs, a lap belt, and/or leg restraints. Use of firearms or any chemical agent is absolutely prohibited for the purpose of restraining a patient. Patients should not be transported with their arms restrained behind their back unless medically necessary.

(b) Notwithstanding guidance provided in this section, the fire chief has the authority to determine which patients can be transported by a private ambulance service.

(c) Private Ambulance Service operators will contact FECC dispatch immediately if changes to the patient's condition, PAS, PAS personnel, or any other changes threaten safe transport.

(d) A private ambulance service may transport patients only as follows:

(1) between hospitals;

(2) to a private residence from a hospital;

(3) between a hospital and an airport or helipad;

(4) a neonatal patient and equipment along with a neonatal intensive care team between hospitals, from a hospital to an airport or helipad;

(5) a recurring dialysis patient from their home to their treatments and then back to their home;

(6) any transport of patients for whom the fire chief requests transportation.

Sec. 26-122. – Ambulance dispatch.

(a) It is unlawful for any person other than the fire chief or their designee to dispatch a vehicle used as an ambulance within the City of Fairbanks.

(1) Once a private ambulance has been dispatched by FECC, it is the private ambulance service's responsibility to coordinate patient movement details directly with the requesting facility, agency, or provider.

(b) It is unlawful for any private ambulance service to respond to an emergency call within the City of Fairbanks, except as outlined in FGC Sec. 26-127.

(c) Any patient transport requests originating with FECC dispatch will be dispatched to Type I, Type II, or Type III licensed ambulances for non-emergency service by use of a rotation system unless the person requesting service designates a particular ambulance service.

Sec. 26-123. – Ambulance markings.

(a) Every private ambulance shall bear the trade name under which it is operated on each side of the vehicle by use of permanent letters no less than four inches high.

(b) Every private ambulance shall bear its FFD permit, as assigned to it by the fire chief, in a conspicuous location that is visible at all times from the outside of the ambulance.

(c) Every private ambulance shall use a distinctive and unique color scheme.

(d) Every private ambulance shall have "emergency call 911" language on back and sides and must display "star of life" symbol.

(e) It is unlawful to transfer ownership of a vehicle which has been used as a private ambulance until all markings, signs and insignia and the color scheme associated with the ambulance service have been removed, unless such vehicle is transferred as part of a transfer of the ambulance service itself.

Sec. 26-124. – Ambulance equipment.

(a) Generally. A licensee shall ensure that all private ambulances operated pursuant to state guidelines:

(1) Meet the equipment standards established by state law for a certificated emergency medical service.

(2) Are equipped with a fully operational two-way radio communications system capable of using the emergency medical service radio frequency as designated by the State of Alaska and the fire chief.

a. An ambulance service shall restrict its use of the emergency medical radio frequency unless operating during an emergency event when the PAS ambulances have been directly requested to assist FFD.

(b) Cell phones. A licensee shall ensure that all personnel assigned to work on an ambulance are in possession of a cell phone or other electronic device approved by the fire chief.

(c) Use of emergency signals. It is unlawful for a licensee to operate any lights, sirens or audible signal on an ambulance which is commonly understood to be an emergency signal or for a licensee to permit another person to do so, unless the particular ambulance service transport for which such signal is used originated in an area outside of the city or is otherwise approved by the fire chief.

Sec. 26-125. – Vehicle inspection.

(a) At least once per year all licensed PAS ambulances must undergo a mechanical inspection. Licensed PAS ambulances must be made available for inspection upon demand of the fire chief.

(b) The owner of an ambulance vehicle shall immediately notify FECC dispatch of any damage or injuries in addition to Alaska State Motorized Vehicle reporting requirements.

(c) The fire chief may prohibit the operation of a vehicle as an ambulance if determined that it does not comply with the requirements of this chapter or is otherwise unsafe. No person may operate such a vehicle until the fire chief approves such use in writing.

Sec. 26-126. – Ambulance personnel.

(a) Ambulance staff. Each private ambulance shall be staffed in accordance with 7 AAC 26.230(b)(2).

(1) At the time of the PAS licensee’s application for licensure or within 45 days of an individual’s employment as an ambulance vehicle operator, the PAS licensee shall provide proof to the fire chief or his designee, that an ambulance vehicle operator has successfully completed a recognized emergency vehicle driver's safety program approved by the city’s fire chief.

(b) EMS medical director. Each ambulance service shall have an EMS medical director whose duties shall include the following:

(1) Review all run reports on a monthly basis and send a quarterly letter to the fire chief certifying monthly review;

(2) Provide a set of standing orders for ambulance personnel that are approved by Interior Region Emergency Medical Services Council, Inc. (IREMSC);

(3) Develop an educational program approved by the protocols board to teach and use the standing orders, and develop an educational curriculum for all personnel to review run reports, discuss specific medical topics, and review basic medical skills. An educational review should occur at least quarterly;

(4) Verify current certification or licensing of ambulance personnel is in compliance with the laws of the State of Alaska;

(5) Ensure that all medical equipment required by this chapter is in good working order;

(6) Be reasonably available to give medical advice to the licensee and name a temporary physician to serve as a physician sponsor during any absence for more than three consecutive days;

(7) Maintain a current license as a physician in Alaska, including maintaining continuing medical education requirements required by the State of Alaska in order to remain licensed to practice medicine and in good standing in the state;

(8) Carry professional liability insurance, which includes coverage for the duties of a physician sponsor/medical director as defined in this chapter;

(9) Provide a quarterly report, educational review, and medical operations review of the licensee's ambulance service to the fire chief.

Sec. 26-127. – Emergency and disaster operations.

(a) In the event of a declared disaster or other local emergency, the ability of the FFD to provide necessary pre-hospital emergency ambulance care and transportation may be disrupted or be inadequate. It is necessary, therefore, that private ambulances permitted in the city be available to assist with medical needs when there is a declared disaster or other local emergency. In these events, the fire chief will determine the amount of assistance needed, determine accessible acceptable ambulance staffing and configuration, and may authorize the dispatch of any ambulance as permitted by law. Each private ambulance service shall make available any in-service vehicles immediately and will recall personnel to make all permitted units staffed and available within four hours at the request of the fire chief. The fire chief shall coordinate all medical assistance requests through the FECC Dispatch, when applicable.

Sec. 26-128. – Training Requirements.

(a) Private ambulance services licensed under this chapter shall provide and document training on the statutory requirements of this chapter as follows:

(1) Initial training for new employees within 30 days from the effective date of hire; and

(2) Annual training for all employees.

Sec. 26-129. – Records; Inspection.

(a) Every licensee shall maintain current and accurate vehicle and medical reports for each patient transported in accordance with A.S. 18.08.015 and an electronic patient information system.

(b) The records maintained pursuant to subsection (a) of this section, as well as any other records related to the operation of any ambulance, must be retained by the licensee, and must be made available for inspection upon request of the fire chief.

(c) Quarterly reports are due to the fire chief to show how many transports were done for that quarter. These reports will show the following information:

(1) Date of transport;

(2) Transport run #;

(3) Location where patient was picked up;

(4) Destination of patient;

(5) Loaded miles for transport;

(6) Show if transport was advanced life support or basic life support.

(d) The licensee shall provide all records requested by the fire chief and submit to on-site inspections within 14 calendar days to ensure compliance with this chapter.

Sec. 26-130. – Penalty for violation of chapter.

(a) In addition to any other penalty specifically provided in this chapter, the violation of any provision of this chapter or a municipal regulation promulgated under this chapter shall be a misdemeanor, and any person convicted of such a violation shall be subject to a fine.

(b) In addition to any other remedy or penalty provided by this section, a person who violates a provision of this chapter or a municipal regulation promulgated under this chapter shall be subject to a civil penalty for each offense, injunctive relief to restrain the person from continuing the violation or threat of violation, revocation of private ambulance service license, or both such civil penalty and injunctive relief. Upon application by the city for injunctive relief and a finding that a person is violating or threatening to violate a provision of this chapter or a municipal regulation promulgated under this chapter, the superior court shall grant injunctive relief to restrain the violation.

(c) Each day during which a violation described in this section occurs shall constitute a separate offense.

(d) A complete schedule of ambulance service penalty fees shall be available for inspection at the fire chief's office. These penalty fees are noted on the city's fee schedule. Any increase in fees will be made available for public inspection in a report to the city council.

Sec. 26-131. – Fees.

(a) License. Each Type I, II, and III ambulance service must pay an appropriate fee to the city base off the city’s fee schedule.

(b) Patient transport. Each ambulance service must pay a fee for each patient transport. This fee will be assessed for each patient transported within the city of Fairbanks and payable on a quarterly basis. The fee is based on the city’s fee schedule.

(c) Schedule of fees. A complete schedule of ambulance service fees shall be available for inspection at the fire chief's office.

(d) Annual review and public notice. Fees shall be reviewed annually and modified as necessary by the fire chief. Any increase in fees will be made available for public inspection in a report to the city council.

Sec. 26-132. – Ambulance transport fees.

An ambulance service may set its own fees for services rendered to be paid by the patient or their insurance provider (if applicable). All fees must be posted, available on request, and made available for public inspection.

SECTION 2. The effective date of this Ordinance is five days after adoption.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

City of Fairbanks

Private Ambulance Fees

Fee Descriptions	Amount
Initial license application fee (type 1 and 2)	\$2,000.00
Initial license application fee (type 3)	\$1,300.00
Type 1 and 2 license renewal fee (annual requirement)	\$1,500.00
Type 3 license renewal fee (annual requirement)	\$800.00
Late fee for applications received after 1 February	\$800.00
Oversight and compliance fee for each transport (to be paid quarterly to the City of Fairbanks)	\$40.00
FECC fee per call	\$70.00
Penalties	
Any violation of a provision of this ordinance or a municipal regulation (each offense)	\$2,500.00



City of Fairbanks Finance Committee Meeting Report July 13, 2023

Committee Members Present: Margarita Bell
Alesia Kruckenberg
Council Member Ringstad
Michael Sanders
Council Member Sprinkle

Committee Member Absent: Joshua Church

Other Present: Council Member Marney

Committee members reviewed the following reports as of June 30, 2023:

- Balance Sheet with fund balance of \$13.8 million.
- YTD Budget Report and Quarterly Report (see attachment) with revenues of \$15.1 million and expenditures of \$19.4 million.
- Cash Flow Report with balance of \$23.2 million.

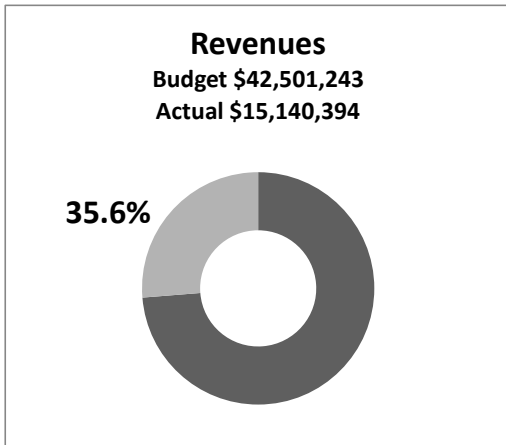
Committee members reviewed a General Fund Long-Range Financial Projections statement with assumptions. Committee members plan to review the assumptions for discussion at the next meeting.

Committee members discussed transferring \$2.3 million to the Capital Fund and recommended to postpone after the third quarter.

Committee members reviewed a ten-year capital fund equipment replacement plan. Margarita Bell reported that staff will begin compiling a plan for buildings and roads.

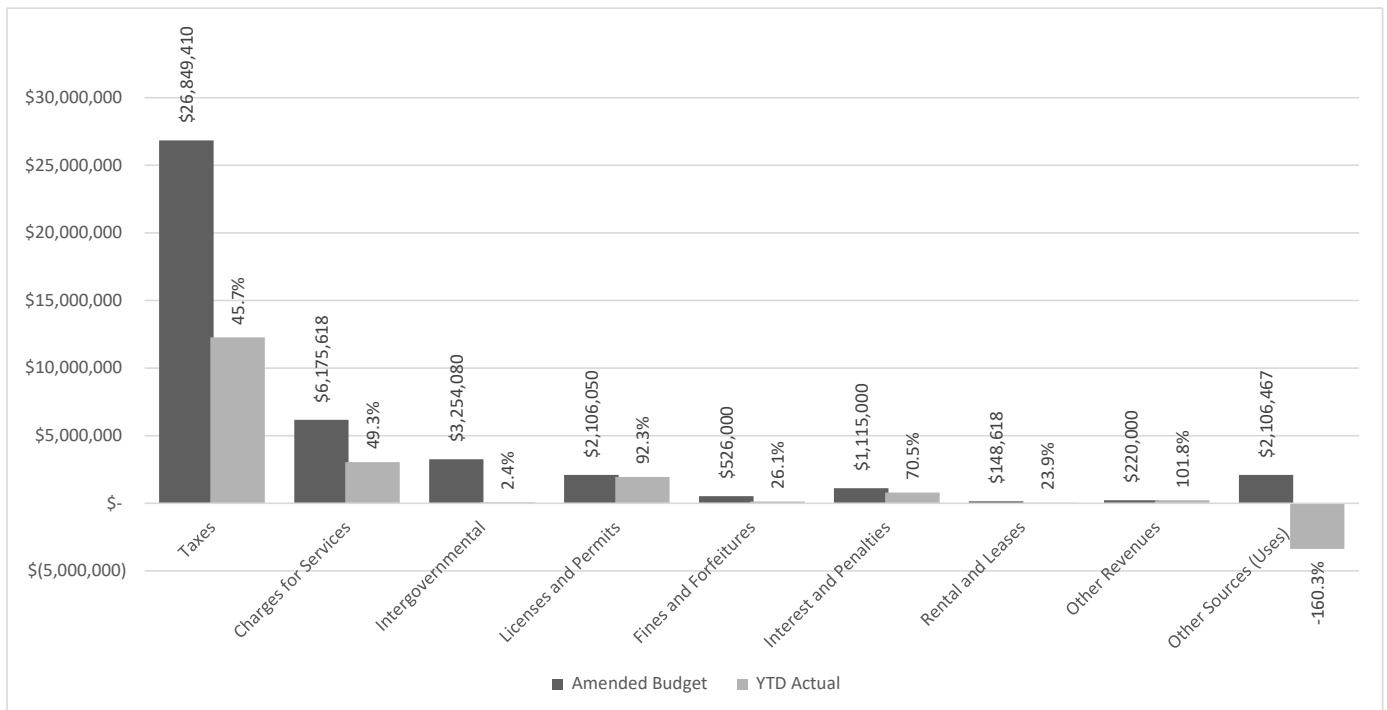
**City of Fairbanks General Fund Budget Overview
as of June 30, 2023**

GENERAL FUND REVENUES BY CATEGORY



Revenues	Amended Budget	YTD Actual	% of Budget
Taxes	\$ 26,849,410	\$ 12,270,322	45.7%
Charges for Services	\$ 6,175,618	\$ 3,044,673	49.3%
Intergovernmental	\$ 3,254,080	\$ 76,997	2.4%
Licenses and Permits	\$ 2,106,050	\$ 1,942,924	92.3%
Fines and Forfeitures	\$ 526,000	\$ 137,102	26.1%
Interest and Penalties	\$ 1,115,000	\$ 785,957	70.5%
Rental and Leases	\$ 148,618	\$ 35,538	23.9%
Other Revenues	\$ 220,000	\$ 223,981	101.8%
Other Sources (Uses)	\$ 2,106,467	\$ (3,377,100)	-160.3%
Total	\$ 42,501,243	\$ 15,140,394	35.6%

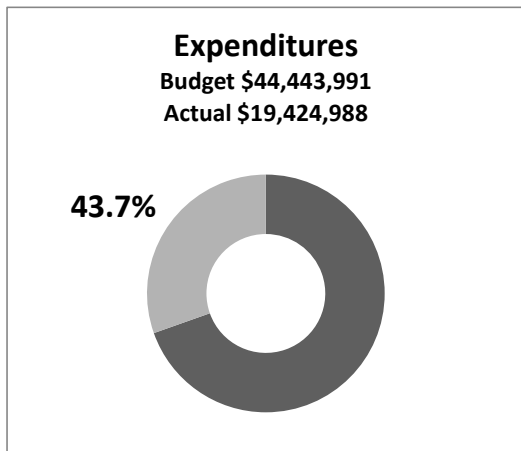
GENERAL FUND REVENUES BY CATEGORY



DISCUSSION

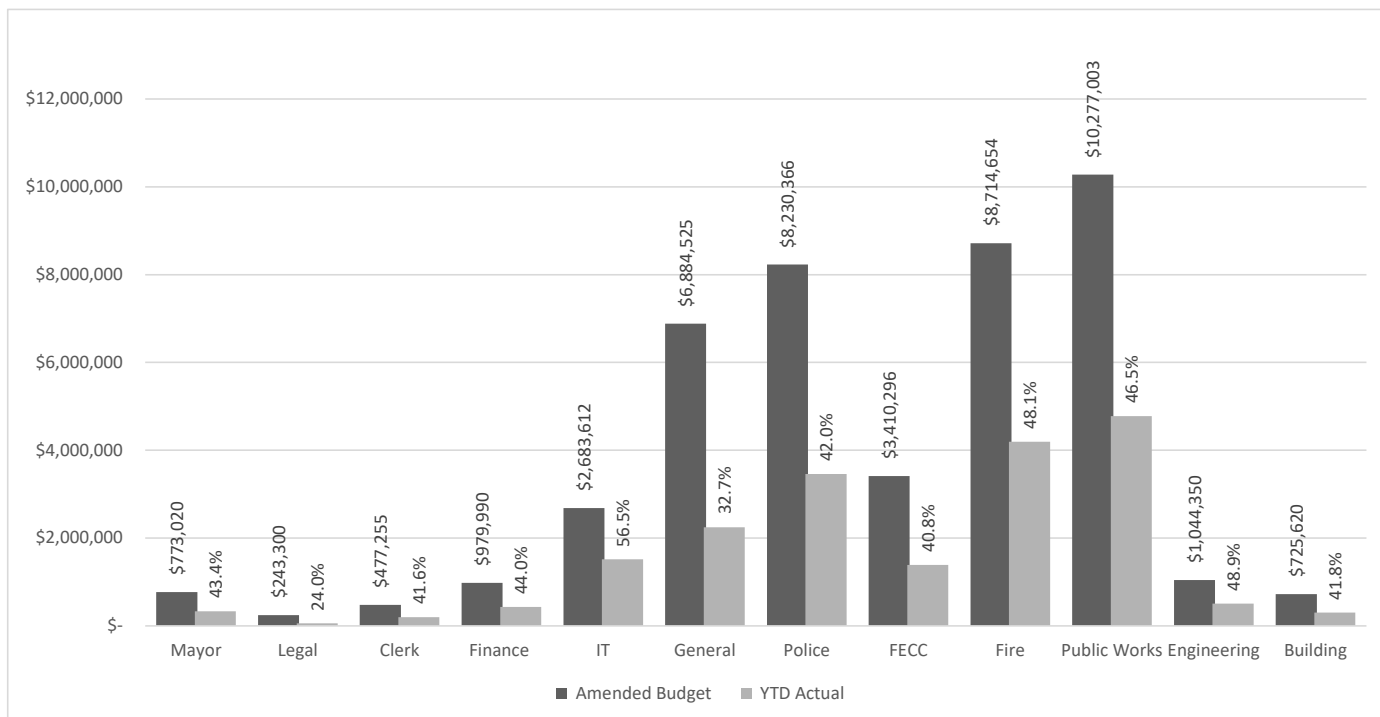
Taxes - report reflects 50% of real property taxes and sales taxes as of May. Charges for Services – engineer recovery grants do not reflect the second quarter. Intergovernmental - revenues are usually received in July and August. Licenses and Permits - commercial building permits are higher than the target. Fines and Forfeitures - moving traffic violations below the target of 50%; this will change with garnishments later in the year. Interest and Penalties - interest income are exceeding the budget due to higher interest rates. Rental and Leases- utilidor billings are processed in August. Other Revenues - prior year reimbursements are higher; this is usually reflected as miscellaneous income. Other Sources (Uses) - the permanent fund draw is scheduled for December.

GENERAL FUND EXPENDITURES BY DEPARTMENT



Expenditures by Department	Amended Budget	YTD Actual	% of Budget
Mayor	\$ 773,020	\$ 335,490	43.4%
Legal	\$ 243,300	\$ 58,360	24.0%
Clerk	\$ 477,255	\$ 198,732	41.6%
Finance	\$ 979,990	\$ 430,938	44.0%
IT	\$ 2,683,612	\$ 1,515,080	56.5%
General	\$ 6,884,525	\$ 2,248,848	32.7%
Police	\$ 8,230,366	\$ 3,456,730	42.0%
FECC	\$ 3,410,296	\$ 1,391,137	40.8%
Fire	\$ 8,714,654	\$ 4,195,507	48.1%
Public Works	\$ 10,277,003	\$ 4,780,152	46.5%
Engineering	\$ 1,044,350	\$ 510,607	48.9%
Building	\$ 725,620	\$ 303,407	41.8%
Total	\$ 44,443,991	\$ 19,424,988	43.7%

GENERAL FUND EXPENDITURES BY DEPARTMENT



DISCUSSION

IT – annual software maintenance costs are paid in January. Fire – overtime is at 58% of budget; however, salaries and benefits are at 46%. Public Works – temporary budget is at 85%. Engineering - salaries and benefits are higher than anticipated due to city projects.