



FAIRBANKS CITY COUNCIL
AGENDA NO. 2023-14
REGULAR MEETING – JULY 10, 2023
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

REGULAR MEETING
6:30 p.m.

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

Consent agenda items are indicated by asterisks (*). Consent agenda items are considered together unless a council member requests that the item be returned to the general agenda. Ordinances on the approved consent agenda are automatically advanced to the next regular meeting for second reading and public hearing. All other items on the approved consent agenda are passed as final.
7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

*a) Regular Meeting Minutes of June 12, 2023
8. SPECIAL ORDERS

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- *a) Ordinance No. 6254 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547. Introduced by Mayor Pruhs.
- *b) Ordinance No. 6255 – An Ordinance Increasing Wages for Commissioned Officers at the Fairbanks Police Department and Amending the 2023 City Operating Budget. Introduced by Mayor Pruhs.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Clay Street Cemetery Commission Meeting Minutes of June 7, 2023

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, JUNE 12, 2023
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date, following a 5:30 p.m. Work Session for discussion regarding Fairbanks Police Department Employee Recruitment and Retention, to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor David Pruhs presiding and with the following Council Members in attendance:

Council Members Present: Jerry Cleworth, Seat A
 June Rogers, Seat B
 Sue Sprinkle, Seat C
 Crystal Tidwell, Seat D
 Lonny Marney, Seat E
 John Ringstad, Seat F

Absent: None

Also Present: Margarita Bell, Chief Financial Officer
 D. Danyielle Snider, City Clerk
 Thomas Chard, City Attorney
 Michael Sanders, Chief of Staff
 Ron Dupee, Police Chief (remotely)
 Nate Warner, Police Captain
 Rick Sweet, Deputy Police Chief
 Scott Raygor, Fire Chief
 Andrew Coccaro, Assistant Fire Chief
 Dominic Lozano, Battalion Chief
 Jake Merritt, Acting FECC Manager
 Robert Pristash, City Engineer
 Colt Chase, Deputy City Clerk
 Jessica Krier, HR Generalist
 Teal Soden, FPD Public Information Officer
 Marsha Oss, Reentry Coordinator (remotely)
 Brenda McFarlane, Crisis Now Coordinator (remotely)
 Ana Gomez-Rodriguez, Accounting Specialist (remotely)
 Benjamin VandenBerg, FPD Officer
 Andrew Wixon, FPD Officer

INVOCATION

The Invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

At the request of Mayor Pruhs, M. Sanders lead the flag salutation.

CITIZENS' COMMENTS

Arlette Eagle-Lavelle, 828 8th Avenue, Fairbanks – A. Eagle-Lavelle began by referencing her previous testimony at the March 27 Council meeting, where she discussed the Polaris Building demolition, specifically that the proposed timeline seemed unattainable. She stated she has, however, remained optimistic since then. She shared that the original timeline listed a completion date of May 7, but the contractor (Coldfoot Environmental) did not arrive until May 2, and that on that date, she was copied on an email from City Engineer Bob Pristash, which reiterated a completion date of May 7. Ms. Eagle-Lavelle stated that she just wants someone to be honest and clear with her about the realities of the project timeline and hear her questions, comments, and concerns. She stated she has asked for updates from both the contractor and the City of Fairbanks Engineering Department. She stated that she learned earlier in the day that there has been no change order for the project, and the completion date still shows May 7. She asked whether the City Engineer should be held responsible. She indicated that she has been required to submit change orders for smaller projects in the past, in order to hold all parties accountable when timelines evolve due to various circumstances. Ms. Eagle-Lavelle stated she understands that things happen which can cause delays; she stated she has had some communication with the contractor directly on the matter, but the lack of communication she has experienced has been from the City Engineering Department. She expressed concerns about the upcoming Midnight Sun Festival and asked whether the City will hold the contractor responsible for cleaning up the site prior to the solstice event. She stated she has been trying to fight for what is right and would like signage placed downtown to highlight that her business and other businesses in the area are still open just beyond the construction site. She stated that B. Pristash declined her request, stating that the City would have to do the same for all businesses in the area. She stated she believes that one month of her business's alcohol tax alone should cover the cost, and ultimately, she just wants to advocate for the downtown business community and the impact the project is having on them.

Ms. Sprinkle asked Ms. Eagle-Lavelle if she has spoken with the contractor directly. A. Eagle-Lavelle confirmed that she has spoken with Rod, the owner of Coldfoot. She stated that his answers are brief and not always conclusive. **Ms. Sprinkle** asked whether Rod is onsite. A. Eagle-Lavelle explained that he has been on- and off-site since the start of the project, that he is back now, and she hopes he will stay until completion.

Scott McCrea, President/CEO of Explore Fairbanks – S. McCrea stated that at the last Council meeting, a reference was made to the Fairbanks Daily News-Miner's (FDNM) Visitor's Guide as a marketing piece for Fairbanks. He spoke about the differences between that publication and the guide that Explore Fairbanks produces and stated that he does not mean to disparage the FDNM's guide. He shared that the FDNM's guide has a print run of about 50,000, which is all in-state distribution, and that Explore Fairbanks' guide has a print run of about 150,000, with most of its distribution being outside the state. He stated that ads are placed in various publications that they know cater to demographics that have a high interest in visiting Fairbanks and that visitors to the Explore Fairbanks website can also request a copy to be sent to them directly. He explained that Explore Fairbanks purchases travel leads to target those they know are interested in coming to Alaska. S. McCrea stated that the FDNM's guide is 48 pages, while the Explore Fairbanks guide is 68 pages. He shared that the FDNM's guide has a calendar that focuses on a couple key events, whereas Explore Fairbanks' guide has a year-round event calendar, supplemented with a winter-specific calendar later in the year. He stated that Explore Fairbanks is using its guide to ensure that

people outside the state who are interested in coming to Alaska will visit Fairbanks. S. McCrea stated that the FDNM's guide is more about making sure Alaskans are aware of things happening in the Interior. He concluded by stating that he intends to do a better job of educating the Council on how Explore Fairbanks uses its bed tax funds to market Fairbanks and grow the economy.

Jomo Stewart, President of Fairbanks Economic Development Corporation (FEDC) – J. Stewart indicated that he was not planning to testify but wanted to share a recent observation. He stated that last week, he noticed a couple FPD officers walking in the downtown area and realized that over the last week or two, things have been a bit quieter in the area around the FEDC office. He stated he was unsure if the change was a result of a change to funding, different patrol patterns, or some other reason. He mentioned that as of late, the majority of loud voices heard in the area have been either children laughing or parents corralling their kids, with everyone having a good time.

Mayor Pruhs stated that staff from the Mayor's Office, Public Works Department, or the Fairbanks Police Department (FPD) walk through the downtown area daily.

Ms. Rogers asked J. Stewart if he will be at the Festival Fairbanks summer weekly concerts in the downtown plaza. J. Stewart responded that he is planning to attend.

Tom Pressler – T. Pressler shared that he and his wife, Wendy, purchased the former Alaska Motel on South Cushman about two years ago, which now operates as Fairbanks First Lodging. He stated that they saw in the newspaper that various issues regarding the police department were going to be discussed at the meeting and the associated work sessions. T. Pressler stated that they have had a lot of challenges with vagrants at their motel, and the FPD has been wonderful. He stated that he is attending the meeting to praise the FPD and thank them for being speedy and professional. He stated that he and his wife are trying to clean up that area and often have issues such as vagrancy and break-ins. He shared that he recently asked some officers how he could show his appreciation, and he was encouraged to attend a Council meeting to share his positive feedback.

Ms. Sprinkle asked T. Pressler if his property is the same hotel that used to be Housing First. T. Pressler answered that they are on the other side of the street and not the same building. He stated there is a liquor store on one side of his business and a cannabis store on the other. He shared that at the suggestion of an FPD officer, he recently installed security cameras at his business.

Ms. Rogers asked T. Pressler if he had contacted Explore Fairbanks to let them know about his business being open for visitors. T. Pressler clarified that they are no longer operating as a motel and that they receive primarily elderly and Alaska Native clients through Interior Regional Housing. He stated that their tenants are wonderful and just want to be left alone, but they endure a fair amount of harassment from younger, vagrant crowds that linger in the area, which is why FPD's courteous and professional approach to their challenges has been so appreciated.

Andrew Wixon, FPD – A. Wixon thanked the Council for the ordinances on the agenda and for the work sessions that focus on the current challenges facing the FPD. He stated he was born and raised locally, with a wife who works downtown and two daughters who go to school/daycare in the city. He stated he is hopeful that the situation improves, getting more officers on the streets and keeping the city safe. He thanked everyone who was working toward that goal.

Ms. Sprinkle asked A. Wixon how much his vest weighs. A. Wixon replied that it weighs about 20 pounds.

Mayor Pruhs called for any additional testimony, in-person and online, and hearing none, declared Citizens' Comments closed.

APPROVAL OF AGENDA AND CONSENT AGENDA

Ms. Tidwell, seconded by **Ms. Sprinkle**, moved to APPROVE the Agenda and Consent Agenda.

Mr. Cleworth pulled item 12(a), Resolution No. 5067, from the Consent Agenda.

Mayor Pruhs withdrew item 12(i), Ordinance No. 6252, from the Agenda entirely.

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

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

SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
5816	Ajimi Japanese	Restaurant/Eating Place	Ajimi, Inc.	69 College

Mr. Marney, seconded by **Ms. Sprinkle**, moved to WAIVE PROTEST on the Liquor License application for renewal.

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

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

YEAS: Marney, Ringstad, Cleworth, Sprinkle, Rogers, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

- b) The Fairbanks City Council heard interested citizens concerned with the following application for a New Marijuana Retail Store License.

Type/License: Marijuana Retail Store, License #33633

DBA: 1717 Cannabis

Applicant: Chubby Girl Confections, Inc.

Location: 1717 College Road, Fairbanks

Mr. Cleworth, seconded by **Mr. Ringstad**, moved to PROTEST the issuance of the New Marijuana Retail Store License until a Certificate of Occupancy is issued.

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

Ms. Rogers expressed disappointment that the applicant was not present to address any issues.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO PROTEST THE ISSUANCE OF THE NEW MARIJUANA RETAIL STORE LICENSE UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED AS FOLLOWS:

YEAS: Tidwell, Sprinkle, Ringstad, Marney, Rogers, Cleworth

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Pruhs asked City Engineer Bob Pristash to provide a report on the Polaris Building project.

Engineer Pristash shared that work has progressed to the point where they are pulling down the wall between the annex and the Taphouse courtyard. He stated that the excavator is now on the basement floor of the annex, which means the entire first floor and most of the second floor has been removed. He shared that he is reluctant to cite a completion date but would say that within a week or two, everything should be cleaned up. He stated he was very surprised to see the amount of reinforcement on the floor of the building – about three inches of reinforcement – which is as much as he has seen in any structure. He confirmed that traffic control plans had been arranged for the Midnight Sun Festival in regard to 5th Avenue work and the Polaris annex demolition. Engineer Pristash noted that the Midnight Sun Festival planners were intending to use 4th Avenue, so he wanted to ensure the plans for all projects and events were being coordinated. He shared that, although he did not want to, he sent the Polaris contractor a “Notice of Direction to Remove Equipment and Materials” after speaking with David van den Berg, the Executive Director of the Downtown Association, who had concerns about certain streets being available for the festival. Engineer Pristash stated he set a meeting with D. van den Berg and the Coldfoot contractor, and he emphasized the importance of the solstice event. He explained that the aforementioned notice, which includes a \$50,000 fine if the contractor fails to clear the right-of-way during the period of the festival, along with an unfavorable consideration for any future project bids, was signed and returned. He stated that the Engineering Department has done all it can to ensure that the right-of-way will be available. He continued by stating that he had crossed paths with Ms. Eagle-Lavelle earlier that day and that she had wanted to place signage on the sidewalks, which he okayed. He stated that she also wanted to place a banner on the construction site fencing, which he had concerns about pertaining to potential obstruction of the view into the site; he stated, however, that he told Ms. Eagle-Lavelle that if the contractor was okay with it, then that would probably be okay with the City. Engineer Pristash mentioned other businesses being impacted by the work on 5th Avenue and explained that special signs, if manufactured by the contractor, can be costly. He stated that of greater concern is sign placement and how the signs interact with all the other signage in the area where so much work is taking place. He stated that there is a sea of orange out there already; however, if a business owner wants to place their own sign, within reason, they can.

Engineer Pristash stated that his department has tried to communicate as best it can throughout the project. He shared that he received a public record request from Ms. Eagle-Lavelle, and his department responded the following day. **Mayor Pruhs** asked Engineer Pristash why the contractor had such a late start. Engineer Pristash responded that he is not sure that they technically had a late start and explained that there was a lot of paperwork and approvals that had to be completed first, such as requirements from the Environmental Protection Agency (EPA). He stated that while there was already paperwork completed related to the funding source, there were other things that had to be completed onsite, only after the official kickoff of the project. **Mayor Pruhs** asked what happened to the contractor who was set to transport the hazmat materials. Engineer Pristash replied that are only two contractors who can move PCB (polychlorinated biphenyl) materials out of state and that there are no Alaska landfills that will take the hazmat materials. He explained that US Ecology was the original contractor, but after they were given a price and schedule, they backed out, and the contractor had to begin demolishing the building with the PCB materials still inside. Engineer Pristash stated that additional effort was required to move the PCB materials to certain locations inside the building during demolition. He stated that the other company, Waste Management, was then contracted to transport the materials to Oregon. He stated that Rod, the Coldfoot owner, modified plans as things evolved and ate the additional cost as the delay was his responsibility. He stated that for those reasons, along with equipment breakdowns and injuries, the contractor has been behind schedule. Engineer Pristash stated that the contractor rented additional equipment and has done his best to continue making progress. **Mayor Pruhs** asked if the contractor gave an estimate for when the annex will be demolished and the lot backfilled. Engineer Pristash shared that he has been told 2 weeks, which does not seem realistic. He noted that the contractor has essentially been temporarily shut down for the solstice events from June 22-25, in order to have the sidewalk areas free of equipment. **Mayor Pruhs** shared from his own conversation with David van den Berg regarding vital parameters for downtown businesses as it pertained to the Midnight Sun Festival. He stated he believes that the Engineering Department is proceeding as best they can so the event can be a success. Engineer Pristash stated that he is following the contract, and he believes a \$50,000 fine is a good incentive to complete the project and not be blacklisted. **Mayor Pruhs** asked whether Engineering has prepared the RFP for the tower. Engineer Pristash answered that it is mostly finished, but they are missing some quantities from the environmental consultant. **Mayor Pruhs** asked about the timeframe for the consultant to have the information. Engineer Pristash explained that they were already supposed to have provided the information a few days prior. **Mayor Pruhs** asked how many times in history the City has knocked down a 98,500 square foot building on a 16,500 square foot lot, with a separation of 6 inches between buildings. Engineer Pristash replied that, to his knowledge, it had never been done. **Mayor Pruhs** pointed out that this is the first time the City has ever done something like this.

Ms. Sprinkle asked whether Coldfoot would be removed from consideration of the demolition of the tower if they do not meet the deadline or do what they have been asked. Engineer Pristash confirmed that is the case.

Ms. Rogers recalled the Cushman Street project, another large project done downtown not many years ago. She stated that many surprising things were discovered along the way, and delays were not uncommon. She stated that it was a “disturbing” project but an incredible move forward to modernize the downtown area. She asked if she was wrong in her recollection of the magnitude and difficulties of that project. Engineer Pristash replied that Ms. Rogers’ recall was correct and

he recounted how a foot of snow had fallen before they got the road paved. He stated that they paved six inches thick in order to get the project completed, and the road is still there and in good condition.

Ms. Sprinkle expressed her appreciation for Engineer Pristash writing a letter to the contractor, as the Midnight Sun Festival brings in a lot of revenue for downtown businesses. She stated that some businesses rely on that revenue throughout the rest of the year.

Mayor Pruhs thanked Engineer Pristash for his report. He gave an update regarding abatements and stated that the topic will be discussed at the next Council meeting where specific staff will be present to provide information.

COUNCIL MEMBERS' COMMENTS

Mr. Marney thanked T. Pressler for coming and sharing his praise for the FPD. He also commended Engineer Pristash for his professionalism.

Ms. Rogers echoed Mr. Marney's comments.

Mr. Cleworth followed up on J. Stewart's comments regarding the police officer presence downtown. He shared that he recently saw Officer Elzey, who is back for a ten-week assignment to patrol downtown. He stated that he believes that is a contributing factor to the perception of an improved atmosphere downtown recently.

UNFINISHED BUSINESS

- a) Ordinance No. 6245 – An Ordinance Amending the City of Fairbanks 2023 Operating and Capital Budgets for the Second Time. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

Mr. Marney, seconded by **Ms. Sprinkle**, moved to ADOPT Ordinance No 6245.

Mr. Cleworth, seconded by **Mr. Ringstad**, moved to AMEND Ordinance No. 6245 by substituting the amended, proposed version.

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

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

Mr. Cleworth asked CFO Margarita Bell when the recent changes to the room rental tax allocations will take effect. CFO Bell stated that the effective date of any changes due to recent ordinances will be January 1, 2024. **Mr. Cleworth** asked to confirm that the increase of \$15,000 to the travel budget for the Mayor's Office means a total budgeted amount of \$31,000, and he requested an explanation for the increase. Chief of Staff M. Sanders responded by stating that a few City staff members recently attended training through the Arbinger Institute, and there was additional travel due to the Mayor being on the board for the Alaska Municipal League (AML). **Mayor Pruhs** stated that he travelled twice to Juneau, although he planned to go only once. He

stated that the second trip was needed to secure funding for the Polaris Building demolition. **Mr. Cleworth** next asked to confirm details regarding the increase of fuel oil expense for Public Works, citing past years' actual amounts. He whether the amount listed includes all departments. CFO Bell replied that it does. **Mr. Cleworth** asked if the lower oil prices would impact that line item, or if the \$1MM amount was still accurate. **Mayor Pruhs** answered with a summary of year-to-date Public Works activity that factors into the increase. He stated that in 2023 there was a lot more street plowing, with four rounds of snow removal compared to the expected two, so operational costs were higher. He stated that Public Works is still doing street sweeping, so the increase is catching up to what they expect for a realistic budget. **Mr. Cleworth** acknowledged that they would likely see a more detailed breakdown in a future work session regarding expenditures. **Mayor Pruhs** confirmed that he is anticipating such a session in August to discuss a plan of attack for snow removal and other Public Works activities for the 2023-2024 winter. He stated that he always appreciated those sessions when he was on the Council so that Council members could have a sense of proactiveness each year for those vital City services.

Mr. Ringstad noted that it appears a large portion of the increase in revenues is tied to an increase to deposits. He stated the City has not always seen that kind of interest and, while it is great, there needs to be awareness that it will not always be that way. **Mayor Pruhs** acknowledged that that topic will be included in discussions about the 2024 budget.

Ms. Sprinkle commented on the increase of approximately \$100,000 in business license revenue and inquired for more information. **Mayor Pruhs** answered that the City has been a little aggressive, and the Clerk's Office enforced the \$50 fee for late filing. He reported that he received a fair number of requests for waivers to the penalty, and he held to the standard of only waiving the penalty for those who had been travelling when the renewals were sent out. **Ms. Sprinkle** stated that they should not count on that in future years. **Ms. Rogers** agreed that late fees for business license renewals should not be expected revenue, but the policy should remain.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6245, AS AMENDED, AS FOLLOWS:

YEAS: Ringstad, Rogers, Marney, Sprinkle, Cleworth, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6245, as Amended, ADOPTED.

- b) Ordinance No. 6247 – An Ordinance Amending Fairbanks General Code Sec. 2-233(c) to Change the Quorum Requirement for the Fairbanks Diversity Council. Introduced by Mayor Pruhs and Council Member Rogers. SECOND READING AND PUBLIC HEARING.

Ms. Rogers, seconded by **Ms. Sprinkle**, moved to ADOPT Ordinance No. 6247.

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

Mayor Pruhs spoke to the need for the ordinance. He stated that the goal is to remove impediments to help the Fairbanks Diversity Council (FDC) accomplish more work. He stated that the ordinance

is the result of a discussion with the FDC Chair, who believes the ordinance will help the FDC with its current challenges.

Ms. Sprinkle asked, with attendance having been the issue, if the meetings are available via Zoom. **Mayor Pruhs** explained that the bigger issue has been with vacancies, stating that vacant seats have made it difficult to reach a quorum. He stated that some seats have been filled; however, there is always a chance for more vacancies with this group as it is the largest of any City committee. He explained that the ordinance would remove vacant seats from the quorum equation.

Ms. Rogers stated she spoke about the FDC while recently attending the FNSB Assembly meeting.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6247 AS FOLLOWS:

YEAS: Cleworth, Marney, Ringstad, Sprinkle, Rogers, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6247 ADOPTED.

- c) Ordinance No. 6248 – An Ordinance Amending the Incentive Bonus Program with the Fairbanks Police Department for Recruitment and Hiring. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

Ms. Sprinkle, seconded by **Mr. Marney**, moved to ADOPT Ordinance No 6248.

Mr. Marney, seconded by **Mr. Cleworth**, moved to AMEND Ordinance No. 6248 by substituting the amended, proposed version.

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

Mayor Pruhs called for public testimony.

Tom Pressler – T. Pressler shared that when he and his wife first bought their business on South Cushman, they learned that the police department was shorthanded, and as a support to the department, he would like to see anything approved that would help with retention of new recruits.

Mayor Pruhs called for any additional public testimony and, hearing none, declared Public Testimony closed.

Mayor Pruhs stated that there comes a time where a person has to make distinct decision. He stated that \$60,000 as a lateral bonus is a very distinct decision in order to be aggressive, and that will help fill the ranks the quickest. He stated that the FPD can only train so many officers at a time, and it takes four months for the City to train a lateral hire. He stated that the lateral bonus expires on December 31, 2024, and he considered other amounts from \$40,000 to \$50,000. **Mayor Pruhs** stated that a \$60,000 bonus makes a statement, and it would put Fairbanks at the highest lateral transfer bonus system in Alaska; he added that Fairbanks likely has the highest critical need

to fill the ranks. He expressed hope that the ordinance would provide immediate help as one of the three “legs” in efforts to help staff the FPD.

Mr. Ringstad stated that he was not clear on the fiscal note and asked for clarification on the timing of payouts, primarily relating to the total annual cost assuming recruitment efforts were successful. **Mayor Pruhs** provided clarity by reminding everyone that the ordinance would expire at the end of 2024, unless extended by the Council. He stated he anticipates a 50-75% success rate with this effort, so the anticipated annual cost is estimated between \$100,000 and \$150,000. **Mr. Ringstad** acknowledged the Mayor’s response and stated that the ordinance, as written, focuses on the next 18 months.

Ms. Sprinkle asked for clarification on the referenced savings of \$150,000 annually. **Mayor Pruhs** explained that the City anticipates that not every lateral hire will stay for the full five years, so there will most likely be more hiring bonuses paid out than retention bonuses. **Ms. Sprinkle** asked Mayor Pruhs to confirm how the bonuses are being funded and whether it is based reduced ranks. **Mayor Pruhs** stated it is not funded from staff reductions; rather, it is funded straight from the FPD budget.

Mr. Cleworth questioned how anyone would know there are budgeted salary savings in January when the budget year is just beginning. He asked whether it would be more logical to approve bonuses on a calendar year basis. **Mayor Pruhs** stated that the bonus program would begin immediately. **Mr. Cleworth** agreed with the logic for the current year but stated that he sees a problem in future years. **Mayor Pruhs** acknowledged Mr. Cleworth’s concern.

Mr. Marney asked to confirm the amount it costs the City to send a new officer to the Sitka academy. **Mayor Pruhs** replied that it costs \$45,000. **Mr. Marney** requested to be added as a co-sponsor to the ordinance.

Ms. Sprinkle asked for further clarification on the budgeted salary savings for 2024. **Mayor Pruhs** stated that the other FPD-related ordinance, which just passed its first reading, would be discussed at the next meeting and would take effect in 2024. He stated that Ordinance No. 6248 applies only to 2023.

Mr. Cleworth requested clarification on some logistics of budgeting for the FPD and asked if the Mayor’s intention was to submit a 2024 budget that includes 37 officers. **Mayor Pruhs** confirmed that is what the FPD will submit for the 2024 budget. He explained that the Chief of Police will have the budget for full staffing in 2024 – even if the FPD is still understaffed – which will provide budgetary savings right from the start to utilize the recruitment incentives within the ordinance.

Mr. Ringstad stated that the money the City saves needs to be known but that it will just go back into the General Fund, which is where the spending also comes from. He stated that the question is how much money is in the General Fund on an ongoing basis. He stated that the City has a surplus now, but that may be short term; he added, however, that the ordinance is also a short-term program, so the current surplus should be sufficient to cover the cost.

Ms. Sprinkle asked to confirm that the money not spent this year on budgeted but vacant positions is what would be funding the recruitment incentives. **Mayor Pruhs** confirmed that Ms. Sprinkle is correct and that they will have numbers for the Council in the near future.

Ms. Rogers concurred with Mr. Ringstad’s comments regarding feasibility. She commented that the ordinance goes beyond wishful thinking to solve staffing challenges at the FPD.

Mayor Pruhs called for any additional discussion and, hearing none, called for a vote on Ordinance No. 6248, as Amended.

Clerk Snider requested confirmation on the Council members who wished to be added as sponsors to the ordinance. All members of the Council expressed desire to be listed as sponsors.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6248, AS AMENDED, AS FOLLOWS:

YEAS: Ringstad, Tidwell, Rogers, Sprinkle, Marney, Cleworth

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6248, as Amended, ADOPTED.

NEW BUSINESS

- a) Resolution No. 5067 – A Resolution Establishing the Rate of Levy of 2023 Real Property Taxes for the City of Fairbanks, Alaska. Introduced by Mayor Pruhs.

Ms. Sprinkle, seconded **Mr. Ringstad**, moved to APPROVE Resolution 5067

Mr. Cleworth thanked CFO Bell for the information and acknowledged how informative yet confusing the supporting document labeled “Property Tax Computation for Mill Levy” can be. He explained that, under the tax cap, the City can grow taxes based on the consumer price index (CPI) out of Anchorage. He expressed concern with using Anchorage’s CPI for Fairbanks as Anchorage has historically had cheaper energy than Fairbanks. He stated that, given the volatility of energy costs over the last few years, he feels that the number listed in the resolution is high. He stated that CPI has dropped rapidly, and he believes the levy should be slightly lower.

Mr. Cleworth, seconded by **Mr. Ringstad** moved to replace 8.1%, referenced in Section D of the computation sheet, with 7.5%.

Note: The effect of this amendment is that the mill rate in Section 1 of the resolution would be reduced to 6.178 mills, and the “General Fund Expenditures” line in the Section 1 table would be reduced to 5.319 mills.

Ms. Sprinkle asked for additional insight on the difference Mr. Cleworth referenced regarding energy costs between Anchorage and Fairbanks. She commented that costs go up and down in both areas. **Mr. Cleworth** explained the difference in energy sources that Anchorage enjoys. **Mayor Pruhs** highlighted the rapid drop of these values as a reason for the suggested adjustment.

Mr. Cleworth asked CFO Bell for more information on the impact of the change proposed by his amendment. CFO Bell highlighted the associated amounts and how they would change. **Mr. Cleworth** stated that the mill levy rate would adjust from 6.218 mills to 6.178 mills, which he believes is more realistic given current trends in energy costs.

Ms. Sprinkle asked Mr. Cleworth where he came up with 7.5%. **Mr. Cleworth** admitted he pulled it somewhat out of the air, trying to guess what the difference between Anchorage and Fairbanks might be. He concurred with what Mayor Pruhs had stated, that the CPI is trending down rapidly. He acknowledged that it is not a huge adjustment, but he felt 8.1% was a little too high. He pointed out a recent proposition that has given a slight break to taxpayers for certain exemptions and, without that, the impact of the increase in the resolution would be significantly higher to taxpayers.

Mr. Ringstad pointed out the Council is setting the 2023 mill rate, although the year is nearly half over. He spoke to the fact that homeowners have seen significant increases to assessed property values over the last two years, some as much as 25%, and with an increase in the mill rate being, it seems as though taxpayers are getting hit twice. **Mayor Pruhs** pointed out that the City has no control over assessed property values, so even if the Council reduces the mill rate, there might still be a tax increase.

Mr. Cleworth responded to Mr. Ringstad's question to highlight the balance between assessed values, the tax cap, and the mill rate. He stated that the mill rate goes down when values increase, and the cap goes up when property values drop. He stated that this is intended as a system of checks and balances. He explained that the City is back to the original formula from the 1980s, which alleviates some of the more inconsistent changes in recent years. **Mr. Cleworth** discussed how, in the prior year, residential owners were hit hard while commercial property values got a little bit of a break. He stated he is unsure what has happened for the current year but suggested assuming that it is the same across the board. He asked for additional information on how revenues are broken down. CFO Bell replied by explaining that the fixed rate is split into subcategories of claims and judgements, voter-approved services, and General Fund expenditures, and a budget amendment would need to be done if the value in Section 1 of the resolution was adjusted to 6.178 mills.

Mr. Marney asked for details on the room rental tax referenced in the computation sheet. CFO Bell explained that the amount shown on that line under item G is the maximum amount that would be deducted.

Mr. Ringstad asked what impact there is on future years when the City sets the mill rate. CFO Bell explained that each year, the prior year's rate is used as a starting point, with increases only possible based on CPI calculations, including that of new construction, plus any voter-approved taxes. **Mr. Ringstad** reiterated that the previous year's rate is the floor and that for future years, it is possible that the rate could remain flat.

Clerk Snider asked what specific values would change within the resolution if Mr. Cleworth's proposed amendment passed. CFO Bell stated that a change of 8.1% to 7.5% in the computation sheet would change the rate in the resolution from 6.218 mills to 6.178 mills, and the specific line item for General Fund expenditures would change from 5.359 mills to 5.319 mills. She stated that the other two categories of voter-approved services and claim and judgments would not change.

Ms. Sprinkle asked what the bottom-line for total property taxes would be with the amendment. CFO Bell replied that the property tax amount shown in the computation sheet would change to \$18,853,126.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 5067 BY REPLACING 8.1%, REFERENCED IN SECTION D OF THE COMPUTATION SHEET, WITH 7.5% AS FOLLOWS:

YEAS: Rogers, Marney, Sprinkle, Ringstad, Cleworth

NAYS: Tidwell

Mayor Pruhs declared the MOTION CARRIED

Note: The effect of this amendment was a reduction in the mill rate in Section 1 of the resolution to 6.178 mills, and a reduction of the "General Fund Expenditures" line in the Section 1 table to 5.319 mills.

Mayor Pruhs called for any additional amendments or discussion and, hearing none, called for a vote on Resolution No. 5067, as Amended.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 5067, AS AMENDED, AS FOLLOWS:

YEAS: Marney, Cleworth, Ringstad, Tidwell, Rogers, Sprinkle

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Resolution No. 5067, as Amended, APPROVED.

- b) Resolution No. 5068 – A Resolution Urging the State of Alaska Department of Revenue to Provide a Tax Payment Hub in the Interior for Marijuana Cultivators. Introduced by Council Members Sprinkle and Tidwell.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Resolution No. 5069 – A Resolution Awarding a Contract to Johnson River Enterprises LLC for the Senior Center Renovation Phase III Dining Room Expansion. Introduced by Mayor Pruhs.

PASSED and APPROVED on the CONSENT AGENDA.

- d) Resolution No. 5070 – A Resolution Amending the City Schedule of Fees and Charges for Services by Changing the Deadline for Special Event Permit Applications to Align with the Fairbanks General Code. Introduced by Mayor Pruhs.

PASSED and APPROVED on the CONSENT AGENDA.

- e) Resolution No. 5071 – A Resolution Authorizing the City of Fairbanks to Provide a Retention Bonus to FECC Employees. Introduced by Mayor Pruhs.

PASSED and APPROVED on the CONSENT AGENDA.

- f) Ordinance No. 6249 – An Ordinance Amending Fairbanks General Code Section 2-260(c)(2) by Increasing the Exposure Limit on BBB-Rated Securities in the City Permanent Fund Investment Policy. Introduced by Council Member Ringstad.

ADVANCED on the CONSENT AGENDA.

- g) Ordinance No. 6250 – An Ordinance Amending Fairbanks General Code Chapter 74, Article V, Room Rental Tax, to Change the Allocation to the Fairbanks Economic Development Corporation (FEDC). Introduced by Council Members Ringstad and Marney.

ADVANCED on the CONSENT AGENDA.

- h) Ordinance No. 6251 – An Ordinance Amending Fairbanks General Code Chapter 50 Personnel Section 50-209 Training Reimbursement, Section 50-281 Personal Leave, and Section 50-285 Health Insurance Coverage. Introduced by Council Member Cleworth.

ADVANCED on the CONSENT AGENDA.

- i) Ordinance No. 6252 – An Ordinance Amending Schedule B of the Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees' Association (PSEA) and Amending the 2023 Operating Budget. Introduced by Mayor Pruhs.

ADVANCED on the CONSENT AGENDA.

- j) Ordinance No. 6253 – An Ordinance Establishing a Permanent Life Insurance Plan for Commissioned Officers Within the Fairbanks Police Department to Enhance Recruitment and Hiring. Introduced by Mayor Pruhs.

ADVANCED on the CONSENT AGENDA.

DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

Ms. Rogers gave a summary of the recent Symposium on Opioids (this event was discussed in greater detail at the previous Council meeting). She reiterated the show of strength that the symposium was, bringing together many individuals, agencies, and groups.

WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- a) Chena Riverfront Commission Meeting Minutes of April 26, 2023

ACCEPTED on the CONSENT AGENDA.

- b) Clay Street Cemetery Commission Meeting Minutes of May 3, 2023

ACCEPTED on the CONSENT AGENDA.

- c) Reappointment to the Discretionary Fund Committee

APPROVED on the CONSENT AGENDA.

- d) Reappointment to the Board of Plumber Examiners

APPROVED on the CONSENT AGENDA.

COUNCIL MEMBER COMMENTS

Mr. Ringstad stated that he hopes that the FPD takes note of the efforts the Council has put into addressing the department's challenges. He expressed hope that the Council's work is received as good news. In regard to the room rental tax, he shared some additional thoughts he had during the recent review process and pointed out that the applicable Fairbanks General Code (FGC) section references "other economic development." He stated that tourism is not the only economic development in Fairbanks and stated that there are large projects currently underway and others on the horizon. He stated there are billions of dollars that will be spent by various companies in the near future, and the City will benefit from those kinds of activities. He stated he believes that the phrase "other economic development" should be viewed in a larger sense.

Mr. Marney echoed Mr. Ringstad's sentiments regarding FPD's challenges and the efforts being put forth to address them. He stated that the department is in crisis mode and cannot afford to kick the can further down the road.

Ms. Tidwell thanked all the individuals from the FPD who attended the meeting. She stated she looks forward to the next area of discussion as the Council addresses the remaining issues.

Ms. Sprinkle thanked the FPD members who attended the meeting. She stated she wants to show appreciation through support in the ways the department needs. She questioned whether the Council could hold another Executive Session rather than wait for another two weeks. **Ms. Sprinkle** expressed gratitude for the work and discussion on the Polaris Building project. She reminded everyone about the upcoming Midnight Sun Festival and stated that the event is a wonderful example of economic development. She stated she looks forward to upcoming talks regarding abatements.

Ms. Rogers echoed the appreciation for the FPD. She stated she is glad that communication is happening so everyone can work together to solve problems. She spoke to how fortunate it is to have so many resources in the community, and she stated that there are many creative thinkers present. She shared information about the Juneteenth event being hosted by the NAACP at Aldrich Park on Saturday from noon to 4 p.m. **Ms. Rogers** concluded by sharing her thoughts on the need to stay on top of the various components of economic development within the city.

Mr. Cleworth sympathized with Arlette Eagle-Lavelle and the thoughts she shared during Citizens' Comments. He recalled a two-year utilidor project that occurred right outside his own business and stated that, in addition to the challenge of getting customers into the store, he had to worry about vibrations caused by the work being done which made things fall off shelves. He acknowledged that A. Eagle-Lavelle will have more challenges when the larger tower portion of the building is demolished. **Mr. Cleworth** spoke to Ordinance No. 6253, which addresses the permanent life insurance incentive for the FPD. He stated he would like as much detail as possible on that item in future meetings so that the mechanics can be clearly understood. He acknowledged that other action the Council took was designed to help the Fairbanks Emergency Communications Center (FECC), which is also struggling with staffing issues; he expressed hope that the life insurance ordinance would help the FECC as well. **Mr. Cleworth** stated that at the last meeting, he asked the City Attorney for information on what authority the City has once the water service has been turned off at a property and whether the City could then abate the property. Attorney Chard responded that he needs to confirm some information with Building Official Clooten to ensure that all appropriate steps are being taken. He stated that he is making progress with the topic of nuisance properties, but he still needs to confirm certain aspects with the FPD. He stated that he has prioritized the topic in order to provide good information at upcoming meetings. **Mr. Cleworth** recalled that years ago, the City had excessive police calls to the old Fairview Manor, and, at that time, it was within the City's authority to fine them for excessive calls. He stated the business hired private security, and the amount of calls the City received went down dramatically. He questioned whether that provision was still in the Code.

CITY CLERK'S REPORT

Clerk Snider acknowledged newly hired Deputy City Clerk Colt Chase who was in attendance and encouraged those who had not yet had a chance to meet him to do so.

CITY ATTORNEY'S REPORT

Attorney Chard stated that he had nothing to report but thanked the members of the police department who had attended the meeting and for their service to the community.

Mr. Ringstad, seconded by **Mr. Ringstad**, moved to ENTER Executive Session to discuss Malloy v. City of Fairbanks (S. 18739), Settlement Negotiations; Marvin Roberts, Eugene Vent, Kevin Pease, and George Frese v COF, Settlement Negotiations; and IBEW Labor Negotiation Strategy.

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

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

EXECUTIVE SESSION

- a) *Malloy v. City of Fairbanks (S. 18739), Settlement Negotiations (Executive Session entered at 8:17 p.m.)*

- b) *Marvin Roberts, Eugene Vent, Kevin Pease, and George Frese v COF, Settlement Negotiations (Executive Session entered at 8:31 p.m.)*
- c) *IBEW Labor Negotiation Strategy (Ms. Rogers left before the start of the session; Executive Session entered at 9:07 p.m.)*

The City Council met in Executive Sessions to discuss the above items. Each item was discussed, but no action was taken. The regular meeting resumed at 9:47 p.m.

Ms. Sprinkle, seconded by **Ms. Tidwell**, moved to SCHEDULE A SPECIAL CITY COUNCIL MEETING on Monday June 19, 2023, for the purpose of holding an Executive Session under Alaska Statute 44.62.310(c)(1)(a) to provide direction to the City’s bargaining team on potential changes to the current CBA between PSEA and the City of Fairbanks to increase FPD officer wages.

Mayor Pruhs stated that he would not be ready by Monday with the necessary resources for that meeting to work as intended. He stated that he would need until the following Thursday or Friday to be ready with information from the CFO and Chief of Staff. He added that he does not want to rush the item. **Ms. Sprinkle** acknowledged Mayor Pruhs’ comments but expressed concern that with the current schedule, the Council is at least two weeks away from an Executive Session, and an ordinance would still have to have two readings. **Mayor Pruhs** reiterated that there needs to be a few extra days to prepare.

Mr. Ringstad, seconded by **Ms. Tidwell**, moved to AMEND the motion to schedule a special meeting by changing the proposed date to Thursday, June 22, 2023, at 7 a.m.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE MOTION TO SCHEDULE A SPECIAL MEETING BY CHANGING THE PROPOSED DATE TO THURSDAY, JUNE 22, 2023, AT 7 A.M. AS FOLLOWS:

YEAS: Tidwell, Ringstad, Marney, Sprinkle
 NAYS: Cleworth
 ABSENT: Rogers

Mayor Pruhs declared the MOTION CARRIED.

Mr. Cleworth spoke against the motion and stated he believes the issue is being rushed. He stated that the next ordinance the Council is working on pertains to a \$10,000 benefit, which is a big deal. He stated that the Council needs to see the ramifications of each component before moving on. **Ms. Sprinkle** stated she hoped that the numbers to be provided by the Mayor will show the full picture, so the Council could see the ramifications. **Mayor Pruhs** replied that the Council will have financial information for components two and three of the overall process. **Ms. Sprinkle** expressed appreciation for all the work being done but stated that she would like to have an Executive Session as soon as possible and have all the associated financials available. She indicated that there are a lot of moving parts and that she would not like to see the issue delayed.

Attorney Chard advised that the Executive Session being entertained needs to be very narrowly focused on direction to the bargaining team for any changes to the collective bargaining agreement

(CBA). He stated that, in that session, the Council could consider some of the issues being discussed only as those items may affect the Council's direction to the bargaining team. He stated that the session cannot involve a fully encompassing presentation and that such a presentation would need to be done during a public meeting.

Ms. Sprinkle stated that the Council never got to be a part of a bargaining effort and was only provided some charts and other general information. **Mayor Pruhs** clarified that they are looking to either open up the CBA or enter into a Letter of Agreement (LOA) on a very narrow course; he stated that at the next Executive Session, he intends to ask the Council which to pursue. **Ms. Sprinkle** acknowledged that plan but reiterated that she would like an earlier Executive Session; she expressed frustration with the complexity of the nuances.

Attorney Chard offered insight in order to navigate the matter. He stated that if the Council would like to hold a public work session, to discuss any and all of the issues, then immediately enter into an Executive Session to provide instruction to the bargaining team, be it updates to the CBA or pursuing an LOA, that would be an appropriate use of an Executive Session. He explained some of the legal constraints of topics that can be discussed at Executive Sessions.

Mr. Cleworth asked why it had to be so narrowly focused in this instance. Attorney Chard cited the statute referenced in the original motion. He explained that there are four qualifiers for Executive Sessions and that the statute states that those closed sessions must be narrowly and specifically focused. He stated that in this particular case, the discussion would fall under "...matters, the immediate knowledge of which would have an adverse effect on the finances of the government unit." **Mr. Cleworth** summarized his understanding of the legal explanation. He asked for confirmation that anything could be on the table at that point, as long as it pertains to reopening the CBA, not that they can only discuss one item. Attorney Chard stated that is correct, but the challenge will be that two of the three components of the overall effort regarding FPD recruitment and retention have already been introduced in a public setting. He stated that if the Council tried to wedge discussion about those other ordinances into an Executive Session, that would be inappropriate. **Mr. Cleworth** replied that those two matters have been dealt with outside of the CBA, so such a constraint should not be a problem. **Ms. Sprinkle** pointed out that it would be difficult to not reference those items, because they are part of an overall package. Attorney Chard explained that referencing those items in an Executive Session, in the context of how they would shape the Council's direction to the bargaining team, would not be considered inappropriate. He stated that the Council would not be discussing or debating the components or merits of the ordinances or having presentations on them.

Mayor Pruhs commented that there have been many conversations with the Legal Department on the issue. He stated that his thought for an Executive Session would be a discussion on whether to reopen the entire CBA or enter into a LOA with the union, then hold a work session to discuss any financial ramifications. **Mayor Pruhs** commented that the many numbers are not easy and that time is needed to work with the CFO to ensure as much accuracy as possible. He stated that the other two FPD-related topics are significant and have long-term implications to the remaining third topic. He stated he plans to call for an Executive Session for these very issues.

Clerk Snider provided clarity on the subject of meetings being scheduled. She stated that the Council has the authority to call a Special Meeting and an Executive Session, as long as it fits legal

parameters. She stated that the motion on the floor is proper, but she needs specific guidance on the topic of the Executive Session for advertising purpose. She recapped what was stated within the original motion and how the discussion implies that the motion may need updated.

Mr. Cleworth stated that he believes the Council needs to keep the topic more general. **Ms. Sprinkle** asked if the Council needs to redo the motion. **Mayor Pruhs** confirmed that he would like to have an Executive Session so they can decide which direction to take in a work session.

Ms. Tidwell suggested amending the motion to state a subject matter referencing what Mayor Pruhs outlined. Attorney Chard provided more advice.

Ms. Tidwell, seconded by **Ms. Sprinkle**, moved to AMEND the motion to schedule a special meeting to state that the subject for the Executive Session to be held at the Special Meeting is to discuss potential changes to the current CBA between the PSEA and the City of Fairbanks, or whether to enter into a Letter of Agreement to address recruitment and retention challenges.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE MOTION TO SCHEDULE A SPECIAL MEETING TO STATE THAT THE SUBJECT FOR THE EXECUTIVE SESSION TO BE HELD AT THE SPECIAL MEETING IS TO DISCUSS POTENTIAL CHANGES TO THE CURRENT CBA BETWEEN THE PSEA AND THE CITY OF FAIRBANKS, OR WHETHER TO ENTER INTO A LETTER OF AGREEMENT TO ADDRESS RECRUITMENT AND RETENTION CHALLENGES AS FOLLOWS:

YEAS: Tidwell, Ringstad , Marney, Sprinkle, Cleworth
NAYS: None
ABSENT: Rogers
Mayor Pruhs declared the MOTION CARRIED.

Mayor Pruhs called for any further discussion and hearing none, called for a vote on the original motion, as amended.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO SCHEDULE A SPECIAL CITY COUNCIL MEETING ON MONDAY JUNE 19, 2023, AT 7:00 A.M., FOR THE PURPOSE OF HOLDING AN EXECUTIVE SESSION UNDER ALASKA STATUTE 44.62.310(C)(1)(A) TO PROVIDE DIRECTION TO THE CITY’S BARGAINING TEAM ON POTENTIAL CHANGES TO THE CURRENT CBA BETWEEN THE PSEA AND THE CITY OF FAIRBANKS, OR WHETHER TO ENTER INTO A LETTER OF AGREEMENT TO ADDRESS RECRUITMENT AND RETENTION CHALLENGES AS FOLLOWS:

YEAS: Marney, Sprinkle, Ringstad, Tidwell
NAYS: Cleworth
ABSENT: Rogers
Mayor Pruhs declared the MOTION CARRIED.

Mayor Pruhs shared his thoughts of appreciation for everyone for their patience throughout a long night of discussion.

Ms. Tidwell, seconded by **Ms. Sprinkle**, moved to ADJOURN the meeting.

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

Mayor Pruhs declared the meeting adjourned at 10:07 p.m.

DAVID PRUHS, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: CC

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.

Section 1.

IBEW SCHEDULE A		EFFECTIVE 01-01-2024									
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	35.29	36.27	37.25	38.23	39.21	40.19	41.17	42.15	43.13	55.84	
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



CLAY STREET CEMETERY COMMISSION
REGULAR MEETING MINUTES – JUNE 7, 2023
HELD VIA [ZOOM WEBINAR](#) AND
IN FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Clay Street Cemetery Commission** convened at 5:05 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, and via teleconference with **Chair Aldean Kilbourn (Seat C)** and with the following members in attendance:

Members Present: George Dalton, Seat A
 Janet Richardson, Seat D
 Amy Stratman, Seat G

Absent: Michael Gibson, Seat B
 Julie Jones, Seat E (Excused)
 Karen Erickson, Seat F
 Jeff Jacobson, Public Works Director

Also Present: D. Danyielle Snider, City Clerk
 Colt Chase, Deputy City Clerk

APPROVAL OF MEETING MINUTES

a) Regular Meeting Minutes of May 3, 2023

G. Dalton, seconded by **J. Richardson**, moved to APPROVE the meeting minutes.

Chair Kilbourn provided a correction to the minutes. She stated that the spelling of the name recorded as “Beauchene” should be “Vachon” (2 occurrences).

Chair Kilbourn took a voice vote on the motion to APPROVE the minutes, pending the aforementioned spelling correction, and all members voted in favor.

APPROVAL OF AGENDA

Chair Kilbourn added new items to the agenda:

- (e) to Unfinished Business – Dandelions.
- Under (c) of New Business – Add to item i. the additional reimbursement for J. Richardson of \$10.48 for marking paint.
- (d) to New Business – GPR Completion and Bill for \$700
- (e) to New Business – Update to Clay Street Cemetery Map and Database
- (f) to New Business – Ants

J. Richardson, seconded by **A. Stratman**, moved to APPROVE the agenda, as Amended.

Chair Kilbourn took a voice vote on the motion to APPROVE the Agenda, as Amended, and all members voted in favor.

CITIZEN'S COMMENTS – None

COMMUNICATIONS TO COMMISSION – None

EVENTS & PUBLIC RELATIONS – None

UNFINISHED BUSINESS

a) Sample Sign Layout

Chair Kilbourn referenced the previous discussion regarding adding more information about Tolovana but stated she does not believe anything more has transpired on this matter as J. Jones has been quite busy. She stated the Commission can revisit the item at the next meeting.

b) Update on Quiring Monument Orders

Chair Kilbourn stated that without J. Jacobson present, she is unsure of the status on the outstanding order(s) and that members only know what has been delivered.

Clerk Snider stated she is also unsure of the status of the order(s). She reported that the Clerk's Office received one invoice for a single marker but is expecting some heavier invoices.

J. Richardson stated there should be one big order and one for just two markers with the last name Johnson.

Chair Kilbourn stated she believes that Quiring Monuments is waiting for engraving materials to arrive. She stated that the orders had already been approved, but she has not heard that they have actually created them. She mentioned that the orders take a while as they come from China.

Clerk Snider reported that the Clerk's Office has not received an invoice for the recent large order that was delivered.

Chair Kilbourn recommended that the Clerk's Office reach out to J. Jones, as she has the best record of the orders.

c) Report on Memorial Day Clean Up

Chair Kilbourn stated that the clean-up day was awesome. She reported that there were a few Pioneers in attendance and some individuals from the Fairbanks Economic Development Corporation (FEDC). She stated she learned some interesting historical information from one of the volunteers, and there was a great turnout.

J. Richardson mentioned that it was very helpful that Public Works had cleared all the leaves prior to the event.

d) Report on Tour of Cemetery 5/23/23

Chair Kilbourn recalled that approximately 17 individuals attended the tour – not many from the Fairbanks Genealogical Society, but several people from the community. She shared that two different people wanted information that they [Commission] were able to help provide. **A. Stratman** stated there were actually more than two people. She stated that several people on Facebook had inquired about a relative in an unknown

plot. She expressed hope that maybe one day the Commission will be able to determine where the individuals are buried. **Chair Kilbourn** stated that, overall, it was a good tour and a great turnout.

e) Dandelions

J. Richardson recapped her conversation with Alex Lexa from Public Works about his efforts and plans. She stated he had applied “weed and feed” product once the previous year, closer to the end of summer. She reported that he had planned to mow earlier in the day. She relayed that Public Works plans to apply the “weed and feed” product to mitigate dandelions soon but needs to do so close to a time when there will be rain for the product to be most effective. **Chair Kilbourn** confirmed the need to wait for rain.

NEW BUSINESS

a) Delivery of Markers

Chair Kilbourn stated that with J. Jacobson and J. Jones not in attendance and Clerk Snider not having received any recent invoices, she believes that the headstone company is still waiting on materials in order to make the markers and fulfil the order.

b) Setting Markers

Chair Kilbourn stated that thanks to the Mayor, eight volunteers from the Air Force will come out the following day to help with setting markers and she hoped that members present would be able to help. She stated that she and J. Richardson went out and marked about 40 holes where they will need to dig and, if they can get all those holes dug and filled with gravel and pads brought out and placed, that would be a huge help as those tasks are some of the hardest. She stated she is crossing her fingers that the project the following day will be a success.

c) Reimbursements

G. Dalton, seconded by **A. Stratman**, moved to APPROVE the reimbursement to J. Richardson in the amount of \$54.42 for the purchase of tarps to cover the headstones (\$43.94) and marking paint to identify locations for holes that needed dug (\$10.48).

Chair Kilbourn took a voice vote on the motion to APPROVE the reimbursement, and all members voted in favor.

J. Richardson, seconded by **G. Dalton**, moved to APPROVE the reimbursement to A. Stratman in the amount of \$15.50 for the purchase of a research document for a headstone (naturalization paper for Charles deGregori). **Chair Kilbourn** noted that A. Stratman had shared that she will have to contact the county which provided the document as what she received was not correct.

Chair Kilbourn took a voice vote on the motion to APPROVE the reimbursement, and all members voted in favor.

Chair Kilbourn noted that both reimbursements and the GPR bill should come from bed tax funds.

d) GPR Completion and Bill for \$700

Chair Kilbourn reported that she provided Deputy Clerk Chase a bill for \$700 for the GPR service recently performed to identify four markers in the “Oddfellows,” which allowed them to assign 4 people into 4 graves (previously had 4 names in 1 grave). She indicated that was a big improvement. She stated that most of the Pioneers were there and, although there are still nine unknowns, they were able to at least identify that someone was buried there. She stated that the expenditure had been previously approved for up to three hours of GPR service but only two hours were needed.

e) Update to Clay Street Cemetery Map and Database

J. Richardson reported that the previous day they completed all the GPR and she was able to number all the Pioneer plots. She reported that she emailed City Surveyor Henry Irving who will now come out and GPS mark each plot. She stated that he did that the last couple years, minus the Pioneer section, which he will now be able to complete so he can make new maps. She stated that she anticipates the project will be completed by the end of July, at which time the Commission will laminate and place the updated maps.

f) Ants

Chair Kilbourn reported how bad the ant problem has become at the cemetery. She expressed hope that J. Jacobson could be made aware. **J. Richardson** stated that for many years there was hardly any issue with ants. She stated that the last year or two has been bad, but this year is far worse than ever. She reported that there are black carpenter ants all over the trees, on every grave, and all over the ground, and she expressed concern about the ants killing the trees. She stated that the ants are likely eating away at wood coffins in the ground. **G. Dalton** offered a humorous solution of investing in an aardvark; Clerk Snider asked for clarification that G. Dalton was volunteering to care for the aardvark in the interim.

REFERENCE MATERIALS

a) May 2023 Room Rental Tax Balance Report

Chair Kilbourn noted for everyone’s understanding that the difference between the donation for Peter Conley (\$300) and the expense for his marker (\$250) is to account for the additional expense of concrete slab, pea gravel, and other supplies needed for installation. Additionally, regarding the PVC crosses being made by Public Works to be used to mark unknown graves, **Chair Kilbourn** expressed preference to get any of the crosses they can, whenever they are available, to begin installation. She stated that the Commission does not need to wait for the entire batch to be finished to begin installation. She asked if anyone had comments on the balance report.

Clerk Snider stated that she and Deputy Clerk Chase could follow up with J. Jacobson to share what had been discussed about the crosses and the concern with the ants.

b) May 2023 Capital Projects Fund Balance Report

Chair Kilbourn reported that the current capital projects account balance is \$9,314.27. She stated she was unsure about the accuracy of the balance as she believed that some of the marker orders were still unaccounted for as far as fund reporting. Clerk Snider stated that she will check to determine the status on any orders so that any encumbered funds from the Capital Projects account could be notated at the next meeting.

OPEN AGENDA

J. Richardson asked when the Commission would like to ask J. Jones to place the next marker order. **Chair Kilbourn** responded that they should wait until they know for sure about the fund balances so they can order accordingly. Members discussed past success in following their budget with bed tax funds and agreed to hold off on another order until they have more information about the fund balance. **A. Stratman** shared that she has quite a bit of research done and a list of names that is nearly ready.

NEXT MEETING DATE

Chair Kilbourn asked if there were any issues with the next scheduled meeting of July 5, 2023, at 5:00 p.m. Deputy Clerk Chase confirmed there are no issues from the City's end with that date.

ADJOURNMENT

Chair Kilbourn declared the meeting ADJOURNED at 5:26 p.m.



Aldean Kilbourn, Chair



Colt Chase, Deputy City Clerk

Transcribed by: CC