



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2014-16  
**REGULAR MEETING AUGUST 25, 2014**  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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PRELIMINARY MEETING

6:00 P.M. WORK SESSION – Chena Riverfront Commission Update

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REGULAR MEETING

7:00 P.M.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. APPROVAL OF AGENDA AND CONSENT AGENDA

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

5. CITIZENS COMMENTS, oral communications to Council on any item not up for Public Hearing. Testimony is limited to five (5) minutes. Any person wishing to speak needs to complete the register located in the hallway. Normal 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, kindly silence all cell phone, electronic and messaging devices.

6. APPROVAL OF PREVIOUS MINUTES

- \*a) Regular Meeting Minutes of June 23, 2014
- \*b) Regular Meeting Minutes of July 7, 2014
- \*c) Regular Meeting Minutes of July 21, 2014
- \*d) Regular Meeting Minutes of August 11, 2014

7. SPECIAL ORDERS

- a) The Fairbanks City Council, Sitting as a Committee of the Whole, will Hear Interested Citizens Concerned with the Following Application for a New Liquor License and Restaurant Designation Permit. Public Testimony will be taken and limited to five (5) minutes.

Type: Restaurant/Eating Place  
DBA: Raven Landing Center, License #5344  
Licensee/Applicant: Retirement Community of Fairbanks  
Location: 1222 Cowles, Fairbanks, AK

8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

- a) Ordinance No. 5953 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the Public Safety Employees Association, Fairbanks Police Department Chapter. Introduced by Mayor Eberhart. SECOND READING AND PUBLIC HEARING.

10. NEW BUSINESS

- \*a) Ordinance No. 5954 – An Ordinance Authorizing the Lease of City-Owned Real Property to Yukon Quest International, Ltd. Introduced by Council Member Matherly.
- \*b) Ordinance No. 5955 – An Ordinance Amending the 2014 Operating and Capital Budgets for the Fifth Time. Introduced by Mayor Eberhart.
- \*c) Ordinance No. 5956 – An Ordinance Amending Fairbanks General Code Chapter 34, Article V, Tobacco Smoke, to Make Offenses Amenable to Resolution without Court Appearance. Introduced by Mayor Eberhart.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)
  - a) Committee Reports
  
12. COMMUNICATIONS TO COUNCIL
  - \*a) Clay Street Cemetery Meeting Minutes of July 2, 2014
  - \*b) Chena Riverfront Commission Meeting Minutes of July 9, 2014
  
13. COUNCIL MEMBERS' COMMENTS
  
14. CITY CLERK'S REPORT
  
15. CITY ATTORNEY'S REPORT
  
16. EXECUTIVE SESSION – Labor Negotiations: Fairbanks Firefighters Union
  
17. ADJOURNMENT



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, JUNE 23, 2014  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 7:00 p.m. on the above date, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor pro tem Bernard Gatewood (Council Member, Seat C) presiding and with the following Council Members in attendance:

Council Members Present: Perry Walley, Seat B  
Jim Matherly, Seat D  
Lloyd Hilling, Seat E  
Chris Anderson, Seat F

Absent: Renee Staley, Seat A (Excused)  
Mayor Eberhart

Also Present: Ernie Misewicz, Assistant Fire Chief  
Margarita Bell, Grants Administrator  
Paul Ewers, City Attorney  
Janey Hovenden, City Clerk  
Jim Williams, Chief of Staff  
Keith Anderson, Acting IT Director  
Michael J. Schmetzer, City Engineer  
Jackson Fox, Environmental Manager

**Mayor pro tem Bernard Gatewood** stated that he has been asked to serve as Acting Mayor for the Meeting in Mayor Eberhart's absence.

### **INVOCATION**

The Invocation was given by City Clerk Janey Hovenden.

### **FLAG SALUTATION**

**Mayor pro tem Bernard Gatewood** led the Flag Salutation.

### **CITIZEN'S COMMENTS**

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney thanked Julie Jones and Festival Fairbanks for their work in beautifying the Clay Street Cemetery. He spoke to bills in the state legislature pertaining to industrial hemp. He stated that the most important thing that the legislation will do is remove industrial hemp from the list of Schedule I controlled substances. Mr. Turney thanked the Council for approving the resolution regarding hemp in 2013. He stated that he would like to see another resolution from the City Council stating the City's support of the state legislation. Mr. Turney stated that he researched the meaning of the term "diversity"

and requested to see the mission statement of the newly-created Fairbanks Diversity Council. He suggested that race has played a role in the lack of public restroom facilities in the downtown area. Mr. Turney stated that it angers him to have to repeatedly request information regarding the cause of Johnny Wallis's death. He again requested that the Fairbanks Police Department disclose the findings of the medical examiner as to what flammable material caused the death. He suggested that it may take a request of the Council to get the information from the police.

**Mayor pro tem Gatewood** asked Mr. Turney if he is requesting the mission statement of the Diversity Council or information as to whether the lack of public restrooms in downtown Fairbanks is a racial issue.

Mr. Turney asked if the public restroom issue might be an appropriate matter for the Diversity Council to discuss and research.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger questioned the process by which road repairs and maintenance are prioritized stating that the more damaged roads seem to be ignored while other roads in fair shape are getting attention. Mr. Buberger spoke to the lack of speed hump signage in Hamilton Acres stating that there are only six humps with proper signage out of about 50. He spoke to the poor repair job the City has done on potholes, comparing the quality of work to that of a child. He suggested that the City would be better off letting the potholes go and allowing the roads to deteriorate stating that it may slow traffic.

**Mr. Hilling** asked Mr. Buberger what he believes would constitute correct signage for speed humps.

Mr. Buberger replied that a sign reading “Speed Hump” would suffice. He stated that he spoke with one of the signage managers at the State of Alaska Department of Transportation who told him that the current diagonal signage on the humps is incorrect.

Jennifer Jolis, 3705 Quartz Road, Ester – Ms. Jolis stated that she is the Executive Director of the Bread Line, Inc., a parent organization of Stone Soup Café. She stated that she has considered ways to alleviate pressure off the local shelters, decrease vagrancy and panhandling in downtown Fairbanks, and lower the number of calls to the Community Service Patrol (CSP). She spoke in support of Ordinance No. 5950, which would in essence retire the City's loan to the Bread Line, Inc. Ms. Jolis provided a brief background on the Bread Line and to the near foreclosure on the property in 2011. She stated that when a new board was elected for the organization, things began to change and improve. She stated that the organization is now thriving, serving between 650 and 850 meals a week. Ms. Jolis explained that the Bread Line, Inc. is requesting that the City forgive the remaining \$35,000 of the loan so that they can expand and launch a new food service training model in the community called “Catalyst Kitchens.” She stated that the Bread Line, Inc. plans to partner with Tanana Chiefs Conference, Housing First, the Department of Labor, Access Alaska, the Division of Vocational Rehabilitation, and the Department of Corrections to train those in need of work and prepare them for employment in the food service industry.

Kathy Mayo, 1618 Kassi Court, Fairbanks – Ms. Mayo, a Co-chair of the Stone Soup Café, spoke in support of Ordinance No. 5950. She stated that she became a member of the board over

three years ago when the organization was behind in payments and in jeopardy of closing its doors. She stated that at that time, the newly-elected board of nine did some strategic planning to figure out how to renovate the building and strengthen the finances of the organization. Ms. Mayo shared that with the help of the community and a state grant, the entire structure was renovated within 18 months. She spoke to the successes of Catalyst Kitchens in other U.S. states and to the large amount of support for the program within the community.

Sarah Stanley, 228 Peregrine Drive, Fairbanks – Ms. Stanley stated that she is also a Co-chair of the Stone Soup Café and has served in the role since November. She spoke to Ms. Jolis’ vision and long-term volunteer work in the organization. Ms. Stanley talked about a restaurant she visited in Seattle called Fairstart that is an operating success story of the Catalyst Kitchen program. She indicated that local support of the program would be an investment in the Fairbanks community.

Hearing no more requests for public comment, **Mayor pro tem Gatewood** declared Public Testimony closed.

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

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to APPROVE the Agenda and Consent Agenda.

**Mr. Hilling** pulled Resolution Nos. 4634, 4635, 4636, 4637 and Ordinance Nos. 5950 and 5951 from the Consent Agenda.

**Mayor pro tem Gatewood** pulled Resolution No. 4638 from the Consent Agenda.

**Mayor pro tem Gatewood** called for objection and, hearing none, so ORDERED.

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

### **MAYOR’S COMMENTS AND REPORT**

**Mayor pro tem Gatewood** shared that Police Chief Zager plans to retire on July 1. He stated that Chief Zager was not able to make it to the meeting and asked Chief of Staff Jim Williams to present a gold pan to Chief Zager in recognition of his service to the City of Fairbanks.

Mr. Williams spoke with respect and admiration of Chief Zager’s work for the City of Fairbanks over the past five years. He read aloud the inscription on the gold pan.

**Mayor pro tem Gatewood** stated that Chief Zager will be greatly missed. He asked Mr. David Hale from Hale and Associates to come forward to provide the Council with information and answer questions pertaining to Resolution No. 4638.

Dave Hale, PO Box 73840, Fairbanks – Mr. Hale stated that the handout to the Council summarizes the City’s insurance premiums with the Alaska Municipal League (AML) for

2013/2014 and 2014/2015. He stated that AML has provided the City with good insurance services for about the past five years. He spoke to the City's large amount of workers' comp claims and pointed out that the claims are not decreasing. Mr. Hale explained the line items on the summary and offered to answer questions from the Council. He stated that AML will offer a significant discount if the City agrees to a three-year program with them. He commented that in the past, he has advised against the three-year agreement because it would take away his ability to shop for better rates on behalf of the City. Mr. Hale stated that because AML has been doing such a great job and because they are familiar with City staff, he would recommend consideration of the three-year agreement. He stated that it may take three years to get a good loss control program together and solve the City's workers' comp problem.

**Mr. Walley** asked if the discounted rate gets locked in for the term of the agreement.

Mr. Hale replied that the discounted rate is locked in with a guarantee that rates will not increase more than 10% during the life of the agreement.

**Mayor pro tem Gatewood** asked if the full three-year balance would have to be paid up-front if the City chose to sign the agreement or if there is an additional discount for paying it all up-front.

Mr. Hale replied that the City would still be billed annually even if they agreed to the three-year program and that there would be no additional discount granted if the City paid the full balance initially.

**Mr. Anderson** asked about the City's ability to opt out during the three-year agreement.

Mr. Hale replied that the only way to opt out of the program would be if the rates increased by more than 10% during that three-year period.

### **UNFINISHED BUSINESS**

- a) Ordinance No. 5949 – An Ordinance Authorizing Public Sale of Surplus City-Owned Property. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to ADOPT Ordinance No. 5949.

**Mayor pro tem Gatewood** requested a staff report from Chief of Staff Jim Williams and City Attorney Paul Ewers in the absence of Pat Smith, City Property Manager.

Mr. Williams stated that he met with Mr. Smith recently who indicated that there have been no significant changes since Ordinance No. 5949 was introduced.

Mr. Ewers clarified that the properties listed in Ordinance No. 5949 were foreclosed upon about ten years ago. He spoke to the waiver in Section 2 which pertains to a specific property where the City's lien exceeds the fair market value.

**Mayor pro tem Gatewood** called for Public Testimony and, hearing none, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 5949 AS FOLLOWS:

YEAS: Matherly, Hilling, Walley, Gatewood, Anderson

NAYS: None

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED and Ordinance No. 5949 ADOPTED.

### **NEW BUSINESS**

- a) Resolution No. 4634 – A Resolution Re-Designating Check Signing Authority for Banking and Investment Accounts of the City of Fairbanks, Alaska. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Mr. Hilling**, moved to APPROVE Resolution No. 4634.

**Mr. Hilling** asked who on the check signing authority list has been dropped and who has been added.

**Mayor pro tem Gatewood** stated that former Purchasing Manager Tony Shumate was removed and Building Official Clem Clooten was added.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4634 AS FOLLOWS:

YEAS: Walley, Matherly, Gatewood, Hilling, Anderson

NAYS: None

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED and Resolution No. 4634 APPROVED.

- b) Resolution No. 4635 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Division of Homeland Security for the FFY2014 Homeland Security Grant Program. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to APPROVE Resolution No. 4635.

**Mr. Hilling** stated that he pulled Resolution No. 4635 because he believes that it is irresponsible to saddle future generations with more federal debt. He stated that he will vote against the resolution.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4635 AS FOLLOWS:

YEAS: Matherly, Gatewood, Anderson, Walley



NAYS: Hilling

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED and Resolution No. 4635 APPROVED.

- c) Resolution No. 4636 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Division of Homeland Security for the FFY2014 Hazard Mitigation Grant Program. Introduced by Mayor Eberhart.

**Mayor pro tem Gatewood** pointed out that there is an error in the third whereas of Resolution No. 4636. He stated that the dollar amount of \$1,940,340 should be \$575,340 to match the attached fiscal note.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to APPROVE Resolution No. 4636.

**Mr. Anderson**, seconded by **Mr. Hilling**, moved to AMEND Resolution No. 4636 by reducing the dollar amount in the third whereas from \$1,940,340 to \$575,340.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4636 BY REDUCING THE DOLLAR AMOUNT IN THE THIRD WHEREAS FROM \$1,940,340 to \$575,340 AS FOLLOWS:

YEAS: Anderson, Gatewood, Hilling, Matherly, Walley

NAYS: None

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED.

**Mr. Hilling** spoke to the term “risk” and to the challenges in mitigating risk in governmental agencies. He expressed his belief that the City should seek insurance coverage in line with what citizens believe to be adequate and that if an insurance company will not cover to that extent, the risk should not become the federal government’s problem. **Mr. Hilling** stated that he is opposed to asking others to pay for his choice to live in a location with certain risks. He suggested that the approval of Resolution No. 4636 would lead to increased federal restrictions and authority.

**Mayor pro tem Gatewood** pointed out that all the projects the Hazard Mitigation Grant would fund are listed in the fiscal note attached to the ordinance. He stated that there are certain buildings needing seismic upgrades and that this is the City’s opportunity to get those projects completed.

**Mr. Hilling** expressed his belief that the City of Fairbanks should take care of its own needs and problems.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4636, AS AMENDED, AS FOLLOWS:

YEAS: Anderson, Walley, Matherly, Gatewood

NAYS: Hilling

ABSENT: Staley  
**Mayor pro tem Gatewood** declared the MOTION CARRIED and Resolution No. 4636, as Amended, APPROVED.

- d) Resolution No. 4637 – A Resolution Adopting the Fairbanks North Star Borough Multi-Hazard, Multi-Jurisdictional Mitigation Plan. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to APPROVE Resolution No. 4637.

**Mr. Hilling** spoke to the fourth whereas of Resolution No. 4637 stating that the title of the Mitigation Plan should be more explicit.

**Mr. Hilling**, seconded by **Mr. Gatewood**, moved to AMEND Resolution No. 4637 by changing the title of the Multi-Hazard, Multi-Jurisdictional Mitigation Plan to the Fairbanks North Star Borough Multi-Hazard, Multi-Jurisdictional Mitigation Plan.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4637 BY CHANGING THE TITLE OF THE MULTI-HAZARD, MULTI-JURISDICTIONAL MITIGATION PLAN TO THE FAIRBANKS NORTH STAR BOROUGH MULTI-HAZARD, MULTI-JURISDICTIONAL MITIGATION PLAN AS FOLLOWS:

YEAS: Matherly, Hilling, Walley, Gatewood, Anderson  
NAYS: None  
ABSENT: Staley  
**Mayor pro tem Gatewood** declared the MOTION CARRIED.

**Mr. Hilling** requested a staff report on the Hazard Mitigation Plan.

Environmental Manager Jackson Fox stated that the original draft of the plan was brought before the Council in January for informational purposes. He stated the plan was primarily drafted by the Fairbanks North Star Borough (FNSB) with help from some City of Fairbanks and City of North Pole employees. He explained that the plan details the Fairbanks community's vulnerability to natural hazards and inventories the critical facilities owned by stakeholders in the event of a disaster. Mr. Fox stated that the plan identifies actions that can be taken dependent on the type of disaster that might occur. He stated that the plan has gone through state and federal reviews. He clarified that since the plan is a technical document versus a policy document, it does not mandate any action on the part of the Cities or the Borough or impose new requirements on businesses or residents. Mr. Fox noted that the plan needs to be adopted by the Council in order for the City to apply for grant funding for projects under the Federal Hazard Mitigation Grant Program. He stated that the City of North Pole and the FNSB will consider similar resolutions to approve the plan for their municipalities.

**Mr. Matherly** asked Mr. Fox if the City would still be able to apply for grant funding in the event that the other municipalities do not approve the plan.

Mr. Fox replied that if the City of Fairbanks approves the plan, its ability to apply for grant funding is not contingent upon the other municipalities' adoption of the plan.

**Mr. Hilling** asked what seismic level would put a City facility in jeopardy and asked Mr. Fox to speak to the obligations of the City upon adoption of the plan.

Mr. Fox replied that the numbers are laid out in the plan but stated that he does not know them off-hand. He clarified that the list of projects in the plan in no way obligates the City of Fairbanks; rather, it allows the City to seek funding for hazard mitigation projects if the Council so chooses.

City Attorney Ewers explained that the City Council would have to consider a resolution to apply for Hazard Mitigation Grant funding and a budget amendment ordinance before any hazard mitigation projects could be done.

**Mr. Hilling** asked what significance the plan carries.

Mr. Ewers stated that the plan identifies possible hazards and is a good resource for the City. He stated that without approval of the plan, the City will not have access to certain types of grant funding.

**Mr. Hilling** asked if any of the Hazard Mitigation Grants come from the State of Alaska.

Mr. Fox stated that the City is currently targeting federal grants but that there are grants that come from the Alaska Department of Homeland Security.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4637, AS AMENDED, AS FOLLOWS:

YEAS: Gatewood, Walley, Anderson, Matherly, Hilling

NAYS: None

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED and Resolution No. 4637, as Amended, APPROVED.

- e) Resolution No. 4638 – A Resolution to Renew the City’s Participant Membership Agreement with the Alaska Municipal League Joint Insurance Association, Inc., for Municipal Insurance Coverage. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to APPROVE Resolution No. 4638.

**Mr. Walley** asked Mr. Williams what the City’s premium increases have been in the past.

Mr. Williams replied that last year the increase was 1.33%. He stated that with the consistently high number of reported incidents he believes the three-year agreement will be a good deal for the City of Fairbanks.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4638 AS FOLLOWS:

YEAS: Walley, Matherly, Gatewood, Hilling, Anderson

NAYS: None

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED and Resolution No. 4638 APPROVED.

- f) Ordinance No. 5950 – An Ordinance to Provide a Grant to the Bread Line, Inc./Stone Soup Café and Amending the 2014 Operating and Capital Budgets to Reflect the Grant Transaction. Introduced by Council Member Anderson.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to ADVANCE Ordinance No. 5950.

**Mr. Hilling** questioned whether the approval of Ordinance No. 5950 would fit into the City's mission statement. He sympathized with the less fortunate in the community and spoke highly of the Bread Line organization but discussed the issue of remaining fair amongst all non-profits within the community. **Mr. Hilling** stated that he will vote to advance Ordinance No. 5950 but expressed interest in ensuring that the public be given a chance to weigh in with requests of equal dollar amount.

**Mr. Matherly** stated that he does not view the forgiveness of the loan as a grant. He stated that he has a soft spot for those who are needy throughout the community and commented that the new program will benefit the community as a whole. He expressed his intent to support Ordinance No. 5950.

**Mayor pro tem Gatewood** stated that he is not necessarily sympathetic to the Bread Line because he has not seen them come before the Council and ask for handouts. He stated that the organization is in a position to pay off the loan, but is requesting that the City partner with them to help launch the Catalyst Kitchen program. **Mayor pro tem Gatewood** indicated that he is swayed to support Ordinance No. 5950 because the Bread Line is looking for help to do something good in the community. He added that he views the issue as a partnership opportunity.

**Mr. Hilling** stated that Mr. Gatewood's statements moved him. He commented that he does not see anything in the ordinance that holds the Bread Line, Inc. accountable to use the forgiven loan dollars for the Catalyst Kitchen program. He suggested that binding language be added and stated that he may address the issue at the next meeting.

**Mr. Walley** acknowledged Mr. Hilling's concerns and agreed that the ordinance may need tweaking prior to adoption. He spoke in favor of the investment in the Catalyst Kitchen and spoke to the positive impacts the program would have on the community. He stated that he will support the advancement of Ordinance No. 5950

**Mr. Matherly** stated that he sees the forgiveness of the loan as an investment in the community.

**Mr. Anderson** stated that there is a possibility of an amendment to Ordinance No. 5950 to rectify some concern about the accountability issue. He stated that it is the City's responsibility

to address the problem with the hungry and homeless in the community. He spoke highly of the Catalyst Kitchen program.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 5950 AS FOLLOWS:

YEAS: Matherly, Gatewood, Hilling, Anderson, Walley

NAYS: None

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED and Ordinance No. 5950 ADVANCED.

- g) Ordinance No. 5951 – An Ordinance to Amend Fairbanks General Code Chapter 22, Elections, to Allow for Declarations of Candidacy by Electronic Transmission and for Procedures to Allow for Poll Watchers at City Precincts. Introduced by Mayor Eberhart.

**Mr. Matherly**, seconded by **Mr. Anderson**, moved to ADVANCE Ordinance No. 5951.

**Mr. Hilling** asked if it is standard procedure to have two different topics in the same ordinance.

City Clerk Hovenden replied that the two items are in the same ordinance because they are addressed in the same section of City Code.

**Mr. Hilling** stated that he has a problem with allowing for electronic transmission of Declarations of Candidacy because it may create a lack of transparency in the filing process. He spoke to maintaining the integrity of the City Clerk's Office and the election process and suggested that electronic filing may somehow encourage dishonesty or discourage full public disclosure. **Mr. Hilling** requested that Ms. Hovenden give her thoughts on the issue.

Ms. Hovenden stated that the proposed change came about due to recent and similar changes in the candidacy filing process at the Borough. She stated that the municipalities make an effort to keep election processes as close as possible for the sake of the public. She indicated that she supports the idea of electronic filing partly because it could allow for individuals who are traveling or who are experiencing unforeseen circumstances to file without physically coming to City Hall.

**Mayor pro tem Gatewood** asked how someone could file by fax or email without submitting the \$25 filing fee.

Ms. Hovenden replied that individuals would have to pay over the phone with a credit card by the deadline in order for the filing to be valid.

**Mr. Matherly** acknowledged Mr. Hilling's concern but stated that he supports electronic filing.

**Mr. Walley** stated that by filing electronically, the filer would take the risk of submitting incomplete or incorrect information.

Ms. Hovenden stated that in order to file, individuals must not only pay the fee and submit the Declaration of Candidacy, but must also submit a completed City Financial Disclosure Statement. She commented that should the change be adopted, she does not anticipate many electronic filings.

**Mr. Anderson** asked if electronic filing is becoming more common throughout the U.S.

Ms. Hovenden replied affirmatively.

**Mr. Hilling** asked Ms. Hovenden to address the potential for corruption and the possibility of the City Clerk's Office being compromised. He explained a scenario to illustrate his belief that the electronic process may lack transparency. He stated that he is terrified of the prospect of electronic voting.

Ms. Hovenden expressed confusion as to how the electronic filing process would differ from in-person filing. She commented that tampering with the process would not be worth losing her job.

**Mr. Walley** recalled when his father ran for public office and stated that he has fond memories of coming to City Hall at the last minute to see who had filed. He stated that electronic filing would eliminate that element. He stated that if someone is committing to run for public office they should certainly be able to commit to turning in their filing paperwork at City Hall. **Mr. Walley** suggested that the ordinance be amended to require an earlier due date for electronic filings.

**Mr. Matherly** expressed his belief that all filings should have the same deadline, regardless if they are paper or electronic.

City Attorney Ewers stated that the law would likely be in line with Mr. Matherly's position. He added that it may be possible to allow for varying deadlines if there is a compelling reason to do so.

**Mr. Hilling** expressed his frustration with the idea of electronic filing. He reiterated his belief that the filing process should remain consistent and transparent.

**Mr. Matherly** stated that he supports allowing individuals the option to file for candidacy electronically. He expressed his trust in the process and in individuals to do the right thing.

**Mr. Hilling** stated that the issue is not about the personal preference of each Council Member. He remarked that it is his duty as a Councilman not to trust but to hold people accountable. **Mr. Hilling** read aloud the addition of subsection (h) to Section 22-17 of Ordinance No. 5951. He asked Mr. Ewers why it is necessary to amend City Code if the Borough and State already allow for poll watchers.

Mr. Ewers explained that a request to poll watch during the 2013 Municipal Election spurred the consideration and research of the issue. He stated that since poll watching was not specifically allowed for in Borough Code, the Borough did not allow it. Mr. Ewers stated his opinion that

poll watching should be allowed for the City since it is permitted under State law and since there is guidance for poll watching under State regulations. He explained that as a result of the request, the Borough amended its Code to allow for poll watching in the future. He stated that by amending the City Code, it would remove any question as to whether poll watching is permitted at City precincts.

**Mr. Hilling** spoke in support of poll watching but expressed confusion in how to go about amending the ordinance to divide the issues of poll watching and electronic filing.

Mr. Ewers, in response to Mr. Hilling's concern, suggested that he move to amend Ordinance No. 5951 to eliminate the language pertaining to electronic filing.

**Mr. Hilling** moved to AMEND Ordinance No. 5951 by striking the language regarding voting procedures at the polls.

The MOTION FAILED for lack of a second.

Ms. Hovenden clarified that in order to keep the language pertaining to poll watchers, the motion should be to strike all language regarding electronic candidate filing so that the only issue to be considered at the next meeting would be poll watching.

**Mr. Matherly**, seconded by **Mr. Hilling**, moved to AMEND Ordinance No. 5951 by eliminating all language pertaining to electronic candidate filing.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 5951 BY ELIMINATING ALL LANGUAGE PERTAINING TO ELECTRONIC CANDIDATE FILING AS FOLLOWS:

YEAS: Gatewood, Hilling, Matherly, Walley

NAYS: Anderson

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 5951, AS AMENDED, AS FOLLOWS:

YEAS: Hilling, Anderson, Walley, Matherly, Gatewood

NAYS: None

ABSENT: Staley

**Mayor pro tem Gatewood** declared the MOTION CARRIED and Ordinance No. 5951, as Amended, ADVANCED.

## **DISCUSSION ITEMS**

Committee Reports

FMATS Policy Committee – **Mr. Walley** stated that the Committee approved all the Unified Planning Work Program (UPWP) task priorities and recommendations from the FMATS Technical Committee for the fiscal year 2015/2016. He explained that the UPWP must be updated every two years according to the National Surface Transportation law. He stated that the UPWP identifies the nature, timelines, staffing needs, costs, and funding sources of all FMATS planning and programming activities. **Mr. Walley** reported that the Committee approved the recommendations of the Technical Committee to adopt option number two for the distribution of planning and research funds, which will increase the funding of the metropolitan planning office (MPO).

### **COMMUNICATIONS TO COUNCIL**

- a) Clay Street Cemetery Commission Meeting Minutes of May 7, 2014.

ACCEPTED on the CONSENT AGENDA.

- b) Chena Riverfront Commission Meeting Minutes of May 14, 2014.

ACCEPTED on the CONSENT AGENDA.

- c) Appointment to the Clay Street Cemetery Commission.

APPROVED on the CONSENT AGENDA.

### **COUNCIL MEMBERS' COMMENTS**

**Mr. Matherly** stated that he had no comments.

**Mr. Hilling** requested that City Engineer Mike Schmetzer come forward to speak to the legality of diagonal signage for speed humps.

Mr. Schmetzer reminded everyone that the City of Fairbanks did not support the placement of speed humps and that no taxpayer dollars were spent to build them. He explained that the community put forth the effort to get funding from the state to put speed humps in. Mr. Schmetzer stated that the humps were thoroughly researched and tested before they were built in the neighborhoods. He commented that he has received requests for speed humps in every neighborhood within the City, but indicated that the City places the responsibility on the citizens to gather support and seek the funding for speed humps. Mr. Schmetzer stated that federal guidelines recommend that speed humps be marked with triangular signs reading "Speed Hump" but that they do not require them. He stated that property owners in the neighborhood did not want the big signs in their yards so he chose the smaller, black and yellow striped sign to mark the humps instead. Mr. Schmetzer stated that there are other communities who use the same type of signage and confirmed that the City of Fairbanks has complied with all federal guidelines in regard to the speed humps.

**Mr. Hilling** asked if there are any City, Borough or State requirements for speed hump signage.



Mr. Schmetzer replied that there are none.

**Mr. Hilling** asked Mr. Schmetzer to speak to the current pothole situation in the City.

Mr. Schmetzer stated that most of the roads being patched in Fairbanks are 36 years old. He boasted that the Engineering Department has been pushing projects out at an incredibly rapid pace. He stated that he would love to expand his pothole repair crew and add new equipment.

**Mr. Hilling** asked if the increase in road construction in recent years has caused less funding to be allocated to pothole repair.

Mr. Schmetzer stated that he is unsure and would have to research Mr. Hilling's question.

**Mr. Walley** asked Mr. Schmetzer if there are any marking requirements at all for speed humps.

Mr. Schmetzer stated that the guidelines provide for many marking options and that he has the liberty to use his engineering judgment to determine what is best. He commented that he is not aware of any reported accidents involving a speed hump in Fairbanks.

**Mr. Walley** asked if citizens may paint the speed humps in their neighborhood.

Mr. Schmetzer stated that he plans to have the speed humps repainted.

**Mr. Anderson** stated that the State of Alaska Department of Commerce is pulling the funding for the single position in Fairbanks that deals with mining and is moving the position to Anchorage. He commented that the change is a slap in the face to the local mining industry. **Mr. Anderson** stated that he has been enjoying the strategic planning meetings with City staff and spoke to his faith in the process. In regard to the death of Johnny Wallis, **Mr. Anderson** stated that the information is not yet available to the public due to the ongoing investigation.

**Mr. Walley** commended Mr. Schmetzer for his work and spoke to the large scale of the Cushman Street project.

**Mayor pro tem Gatewood** thanked everyone for making it easy for him to serve as Mayor pro tem in Mayor Eberhart's absence. He expressed appreciation to Mr. Turney and Mr. Buberger for regularly attending City Council meetings and for bringing issues to the attention of the Council.

### **CITY ATTORNEY'S REPORT**

City Attorney Ewers shared that the Deferred Compensation Committee put out an RFP for a 457 Plan, a retirement plan option for employees that places pre-tax dollars into savings. He stated that the Committee has gone through the entire process and has interviewed the top candidates and that they hope to make a decision by the end of the week. He stated that there would be a resolution on the matter in the near future.

**ADJOURNMENT**

**Mr. Matherly**, seconded by **Mr. Hilling**, moved to ADJOURN the meeting.

**Mayor pro tem Gatewood** called for objection and, hearing none,  
so ORDERED.

**Mayor pro tem Gatewood** declared the Meeting adjourned at 9:35 P.M.

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JOHN EBERHART, MAYOR

ATTEST:

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JANEY HOVENDEN, MMC, CITY CLERK

Transcribed by: DS



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, JULY 07, 2014  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 7:00 p.m. on the above date, following a 6:00 p.m. Work Session to discuss the Wastewater Treatment Plant Backup Generator, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor John Eberhart presiding and with the following Council Members in attendance:

Council Members Present:        Renee Staley, Seat A  
   Perry Walley, Seat B  
   Bernard Gatewood, Seat C  
   Jim Matherly, Seat D  
   Chris Anderson, Seat F

Absent:                                Lloyd Hilling, Seat E (Excused)

Also Present:                        Warren Cummings, Fire Chief  
   Paul Ewers, City Attorney  
   Janey Hovenden, City Clerk  
   Jim Williams, Chief of Staff  
   Stephanie Johnson, Dispatch Center Manager  
   Carmen Randle, Controller  
   Keith Anderson, Acting IT Director  
   Michael J. Schmetzer, City Engineer  
   Barbara Sunday, Director HR/Risk Management/Purchasing  
   Brad Johnson, Acting Police Chief

**INVOCATION**

The Invocation was given by City Clerk Janey Hovenden.

**FLAG SALUTATION**

**Mayor Eberhart** led the Flag Salutation.

**CITIZEN'S COMMENTS**

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney spoke to the bill introduced in Congress that supports the Industrial Hemp Act. He stated that the bill would remove hemp from the list of Schedule I controlled substances. He commented that Senator Begich supports the bill and suggested that the City Council introduce a resolution in support of the hemp bill. Mr. Turney stated that he witnessed an accident over the weekend in the downtown area. He stated that he called 9-1-1 and that he waited on the phone for more than twelve minutes for dispatch to answer. Mr. Turney thanked Mayor Eberhart for speaking with the man he referred to a couple

meetings ago who was pulled over and detained by a Fairbanks Police Officer. He suggested that race may play a part in the lack of public restroom facilities in downtown Fairbanks. He stated that the only public restroom is the one maintained by the Borough near the Morris Thompson Cultural and Visitors Center downtown. He questioned why the City does not place Sani-cans throughout the area, at least in the summer. Mr. Turney thanked City Facilities Manager Phil Sanders for removing the hornets from under the shed at the Clay Street Cemetery.

**Mr. Matherly** asked Mr. Turney why he believes that race plays a part in the lack of public restrooms.

Mr. Turney replied that he has observed many Alaska Natives being run out of businesses when looking for a restroom to use.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger spoke to the large number of potholes in the City of Fairbanks. He stated that some are so big they are marked with an orange cone inside them. He acknowledged the drastic climate conditions in the Interior and asked what the average life expectancy is for local roads. He suggested that the City hire public contractors on a temporary basis to help keep up with road maintenance.

David van den Berg, 332 Slater Drive, Fairbanks – Mr. van den Berg stated that he is the Executive Director of the Downtown Association (DTA) of Fairbanks. He provided the Council with a June report on the activities of the Community Service Patrol (CSP). He spoke to the significant increases in CSP calls and responses since its expansion earlier in the spring.

**Mr. Gatewood** asked Mr. van den Berg to give some examples of “definitive points of care.”

Mr. van den Berg explained that the term “definitive points of care” includes four destinations where inebriated individuals are regularly dropped off: their home address, the Fairbanks Detox Center, the Fairbanks Memorial Hospital or Fairbanks Correctional Center.

**Mr. Anderson** asked if the CSP tracks those who are picked up on a regular basis.

Mr. van den Berg replied affirmatively. He stated that some individuals have been reported to have been transported by the CSP more than 100 times in a calendar year.

**Ms. Staley** stated that she has heard a lot of good feedback since CSP’s expansion. She stated that she has also been asked why there is a CSP van always parked on 2nd Avenue that does not seem to move.

Mr. van den Berg stated that there are generally two CSP officers on shift during the day and that one will often spend most of the day on foot patrol while the other makes transports.

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

## APPROVAL OF AGENDA AND CONSENT AGENDA

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to APPROVE the Agenda and Consent Agenda.

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

City Clerk Hovenden read the Consent Agenda into the record.

## APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of April 7, 2014.

APPROVED on the CONSENT AGENDA.

## MAYOR'S COMMENTS AND REPORT

**Mayor Eberhart** stated that June 30 was Police Chief Laren Zager's last day in working for the City of Fairbanks. He spoke very highly of Chief Zager and wished him the best in retirement. He stated that the City is currently accepting applications for Chief of Police and that he has asked Council Members Anderson and Gatewood to serve on the interview panel. **Mayor Eberhart** shared that the City is also accepting applications for the position of IT Director. He spoke to the large amount of potholes in the City and stated that the recent rain has only made them worse. He stated that the City's Public Works Department is doing the best they can in dealing with road maintenance and flooding throughout the City. **Mayor Eberhart** stated that Chief of Staff Jim Williams attended a meeting earlier in the day at the Borough to discuss possible action by local government in response to the heavy rainfall. He stated that the City of Fairbanks is waiting for the Borough to appoint members to the Fairbanks Diversity Council before holding the first meeting, hopefully in September. **Mayor Eberhart** spoke to the many activities and meetings that he and others in his office have been involved in since the last meeting. **Mayor Eberhart** stated that the Police Officer Werner has indicted that another officer may be needed to help operate the City's Downtown Foot Patrol. He stated that he plans to hold an internal meeting soon to discuss the issue. **Mayor Eberhart** spoke to the Municipal Assistance Group created by Governor Parnell to perform a study and compile a report on the impacts of the large diameter gasline to the Fairbanks community. He stated that the Borough has hired a consultant to help in the research with local government entities. He shared that part of the purpose of the Municipal Assistance Group is to get the state to set up an assistance fund that will help municipalities deal with the financial impacts that the project may bring. He stated that potential impacts may be increased crime, homelessness and a greater need for medical services. **Mayor Eberhart** stated that the family of the late Johnny Wallis has been briefed by the Fairbanks Police and Fire Departments and that he has requested that the clothing worn by Mr. Wallis at the time of his death be sent to a lab for testing. He stated that hopes are still high that Eielson Air Force Base will be selected to house the F-35 fighter planes and that there should be more information available within the next couple weeks. He stated that the selection would mean thousands of jobs and about a \$1 billion per year boost in the local economy. **Mayor Eberhart** reported that the City's Permanent Fund started 2014 at \$113 million and is now at a record high of over \$120 million.

## UNFINISHED BUSINESS

- a) Ordinance No. 5950 – An Ordinance to Provide a Grant to the Bread Line, Inc./Stone Soup Café and Amending the 2014 Operating and Capital Budgets to Reflect the Grant Transaction. Introduced by Council Member Anderson. SECOND READING AND PUBLIC HEARING.

**Mr. Anderson**, seconded by **Mr. Walley**, moved to ADOPT Ordinance No. 5950.

**Mayor Eberhart** called for Public Testimony.

Susan Rainey, 2544 Riverview Drive, Fairbanks – Ms. Rainey stated that she is a board member of Stone Soup Café and a long-time City resident. She stated that the Catalyst Kitchen is a good investment for the community and asked for the Council’s support of Ordinance No. 5950. She quoted the proverb, “Give a man a fish and you feed him for a day. Teach a man to fish and you feed him for a lifetime.”

Jennifer Jolis, 3705 Quartz Road, Ester – Ms. Jolis stated that she is the Executive Director of the Bread Line, Inc. and Stone Soup Café. She read aloud a letter that she recently received from Steve Frank, a local restaurant owner, in support of the Catalyst Kitchen. Ms. Jolis stated that the approval of Ordinance No. 5950 would release about \$12,000 per year to support the Catalyst Kitchen. She stated that she attended a Reentry Coalition meeting earlier in the day and had the opportunity to speak with the Deputy Commissioner for the Department of Corrections. She indicated that the Catalyst Kitchen program is in line with what the Department of Corrections is trying to accomplish when they release an inmate from incarceration.

Kathy Mayo, 1618 Kassi Court, Fairbanks – Ms. Mayo stated that she is Co-Chair of the Bread Line, Inc./Stone Soup Café. She expressed her support for Ordinance No. 5950 and spoke to the organization’s significant financial and operational improvements in recent years. She stated that the Catalyst Kitchen is an established and promising program that has a great deal of local support.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 5950 AS FOLLOWS:

YEAS: Gatewood, Walley, Anderson, Matherly, Staley

NAYS: None

ABSENT: Hilling

**Mayor Eberhart** declared the MOTION CARRIED and Ordinance No. 5950 ADOPTED.

- b) Ordinance No. 5951, as Amended – An Ordinance to Amend Fairbanks General Code Chapter 22, Elections, to Allow for Poll Watchers at City Precincts. Introduced by Mayor Eberhart. SECOND READING AND PUBLIC HEARING.

**Mr. Anderson**, seconded by **Ms. Staley**, moved to ADOPT Ordinance No. 5951, as Amended.

**Mayor Eberhart** called for Public Testimony.

Frank Turney – Mr. Turney asked who selects poll watchers.

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

**Mr. Matherly** asked what a poll watcher does.

City Clerk Hovenden explained that since poll watchers are often selected by political parties, they typically do not participate in the non-partisan Municipal Election. She stated that poll watchers would be required to go through a brief training by the City Clerk's Office and that they may not interfere in any way with the voting or election process. She indicated that poll watching may help increase transparency in elections.

City Attorney Ewers added that allegations that processes were not being followed in elections brought about the idea of poll watching and stated that it has been a part of State elections for a number of years.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 5951, AS AMENDED, AS FOLLOWS:

YEAS: Matherly, Walley, Staley, Gatewood, Anderson

NAYS: None

ABSENT: Hilling

**Mayor Eberhart** declared the MOTION CARRIED and Ordinance No. 5951, as Amended, ADOPTED.

### **NEW BUSINESS**

- a) Resolution No. 4639 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the United States Department of Homeland Security for the Upgrade of Fire and Rescue Equipment. Introduced by Mayor Eberhart.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4640 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Division of Homeland Security for the FFY2014 Pre-Disaster Mitigation Grant. Introduced by Mayor Eberhart.

PASSED and APPROVED on the CONSENT AGENDA.

### **COMMUNICATIONS TO COUNCIL**

- a) Board of Plumber Examiner Meeting Minutes of March 25, 2014.

**COUNCIL MEMBERS' COMMENTS**

**Mr. Gatewood** stated that the Permanent Fund Review Board will meet on July 23 at 1:30 P.M. in City Council Chambers.

**Mr. Walley** stated that he has concerns about Fairbanks Natural Gas' proposed rate increase to Fairbanks customers.

**Ms. Staley** stated that she spoke with Mark Marlow regarding the status of the Polaris Building. She reported that the vote on his loan guarantee is scheduled to take place on July 10 at 12:00 P.M. Pacific Time.

**Mr. Anderson** stated that he had no comments.

**Mr. Matherly** stated that he also talked to Mr. Marlow recently and that he hopes to attend the upcoming teleconference where they will make a decision on the Polaris Building loan. **Mr. Matherly** stated that he has been approached by several individuals who have thought that the City of Fairbanks owns the building. He indicated that he does not want to see the Polaris Building torn down. **Mr. Matherly** encouraged everyone to get involved in the upcoming Golden Days activities. He asked Mayor Eberhart if the selection process for the new Chief of Police will involve the City Council.

**Mayor Eberhart** replied that the City Code states that the Mayor will nominate a candidate for the Chief of Police position, to be confirmed by the City Council. He added that the City Council also has the authority to terminate the Chief of Police. He explained that he would like to go through the interview process with the panel and applicants first, then see if there is anyone he would like to nominate to the City Council for hire. **Mayor Eberhart** stated that he is open to suggestions from Council Members.

**Mr. Matherly** stated that he has been getting a lot of calls at his insurance agency as a result of the rain and the damage it has caused. He spoke briefly to potholes in the City and stated that he believes the Public Works Department is doing their best to keep up with the problem.

**CITY ATTORNEY'S REPORT**

City Attorney Ewers stated that he has been in talks with the Borough on a possible joint intervention in regard to FNG's intention to increase their rates. He stated that he will provide more details to the Council as things develop. Mr. Ewers announced that anyone from the community may post comments on the issue to the Regulatory Commission of Alaska's (RCA) website until July 25 at 5 P.M.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to go into Executive Session for the purpose of discussing Public Safety Employees Association (PSEA) Labor Negotiations.

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



**Mayor Eberhart** called for a five minute recess.

**EXECUTIVE SESSION**

a) Labor Contract Negotiations – PSEA

The City Council met in Executive Session to discuss PSEA labor negotiations. Direction was given to staff and no action was taken.

**ADJOURNMENT**

**Mr. Walley**, seconded by **Mr. Matherly**, moved to ADJOURN the meeting.

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

**Mayor Eberhart** declared the Meeting adjourned at 9:05 P.M.

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JOHN EBERHART, MAYOR

ATTEST:

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JANEY HOVENDEN, MMC, CITY CLERK

Transcribed by: DS



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, JULY 21, 2014  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 7:00 p.m. on the above date, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor John Eberhart presiding and with the following Council Members in attendance:

Council Members Present: Renee Staley, Seat A  
Perry Walley, Seat B  
Bernard Gatewood, Seat C  
Jim Matherly, Seat D  
Chris Anderson, Seat F

Absent: Lloyd Hilling, Seat E (Excused)

Also Present: Ernie Misewicz, Assistant Fire Chief  
Paul Ewers, City Attorney  
Janey Hovenden, City Clerk  
Stephanie Johnson, Dispatch Center Manager  
Keith Anderson, Acting IT Director  
Barbara Sunday, Director HR/Risk Management/Purchasing  
Jim N. Soileau, Chief Financial Officer  
Brad Johnson, Acting Police Chief  
Amber Courtney, Communications Director/PIO

### **INVOCATION**

The Invocation was given by City Clerk Janey Hovenden.

### **FLAG SALUTATION**

Mayor Eberhart led the Flag Salutation.

### **CITIZEN'S COMMENTS**

Helen Renfrew, 1915 Central Avenue, Fairbanks – Ms. Renfrew stated that she is the Director of Meetings and Conventions for Explore Fairbanks. She referenced the new edition of the Explore Fairbanks Meeting Planner Guide which she distributed to the Council prior to the meeting. Ms. Renfrew explained that the guide is printed every other year and that it will be distributed to all the meeting planners in the Explore Fairbanks database and handed out on sales calls throughout the next couple of years.

**Ms. Staley** asked Ms. Renfrew if she expects an increase in meetings this year.

Ms. Renfrew replied that Explore Fairbanks expects an increase in meetings in 2015 and 2016.

Amy Geiger, 4400 Stanford Drive, Fairbanks – Ms. Geiger stated that she is the Director of Communications for Explore Fairbanks. She provided a report to the Council on media tours and various journalists and stated that Explore Fairbanks has hosted 18 media tours so far in 2014.

**Mr. Anderson** asked if Explore Fairbanks coordinates with the World Eskimo-Indian Olympics (WEIO).

Ms. Geiger replied affirmatively. She spoke to an event called Alaska Media Road Show that takes place in October in Santa Barbara, California where organizations from around the state of Alaska have the opportunity to meet with all types of media. She stated that each year since she has worked at Explore Fairbanks they have had journalists to cover the WEIO events. She added that she also does a press release each year on WEIO.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney expressed appreciation to Mayor Eberhart for having the Public Works Department expedite the repair of the lawn mower at the Clay Street Cemetery. Mr. Turney stated that he was assured by the former administration that the clothing of Johnny Wallis was sent to the Anchorage lab for testing. He thanked Mayor Eberhart for ensuring that the clothing was sent away for testing and stated that he is looking forward to seeing the results. Mr. Turney questioned the reason for the lack of public restrooms in downtown Fairbanks. He stated that he did not appreciate the way that the last Chief of Police was selected and suggested that the citizens of Fairbanks pull together to propose a change to the City Charter on the process by which a Police Chief is selected. He expressed his belief that the position should be elected by the people in order to be more accountable to local residents.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger stated that he recently went on a successful fishing trip to the Copper River and commented that the State-maintained roadways on the way there were free of potholes. He questioned whether State employees work harder, are smarter and have better materials to work with than City employees. Mr. Buberger stated that some potholes within the City have been fixed but that there are many more in need of repair. He suggested that it may be more of a priority for the City to ensure that those workers get a raise than to ensure the quality of City streets. He stated that he would volunteer his own time to help mark potholes for repair.

Dominic Lozano, 2980 North Point Court, Fairbanks – Mr. Lozano stated that he is the President of the Fairbanks Firefighters Union (FFU). He spoke in support of Ordinance No. 5952 regarding the healthcare arbitration award. He stated that FFU and the City have been in negotiations over healthcare since March or April of 2013. He invited questions from the Council.

**Mr. Gatewood** referenced the “Award” portion of the arbitrator’s decision; particularly the sentence stating that “The payments shall be made in a separate check and not made part of the employees’ base wages.” He asked Mr. Lozano if he believes that statement means that each employee would get a separate check.

Mr. Lozano replied that he believes the statement means that each employee would receive a retroactive payment to make up for the difference between the amount that the City was paying and the new amount equal to 80% of the premium.

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

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

**Mr. Anderson**, seconded by **Mr. Gatewood**, moved to APPROVE the Agenda and Consent Agenda.

**Mr. Matherly** pulled Ordinance No. 5952 from the Consent Agenda.

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

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

### **SPECIAL ORDERS**

- a) The Fairbanks City Council, sitting as a Committee of the Whole, heard interested citizens concerned with the following Liquor License Application for Transfer of Ownership and Name Change.

Type: Beverage Dispensary, License #4547

To: **Lavelle's Bistro** / Franklin Eagle and Kathleen Lavelle  
No Premises

From: Chili's Grill & Bar / Duke Investments Inc.  
No Premises (formerly 506 Merhar Ave.)

**Mr. Gatewood**, seconded by **Mr. Anderson**, moved to WAIVE PROTEST on the Liquor License Application for Transfer of Ownership and Name Change.

**Mayor Eberhart** called for Public 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 TRANSFER OF OWNERSHIP AND NAME CHANGE AS FOLLOWS:

YEAS: Staley, Matherly, Gatewood, Anderson, Walley

NAYS: None

ABSENT: Hilling

**Mayor Eberhart** declared the MOTION CARRIED.

- b) The Fairbanks City Council, sitting as a Committee of the Whole, heard interested citizens concerned with the following Liquor License Application for Transfer of Location and Name Change.

Type: Beverage Dispensary, License #2847

To: **Bojangles** / Scruff N Pork's Inc.  
1351 Cushman Street, Fairbanks

From: No DBA / Scruff N Pork's Inc.  
No Premises

**Mr. Anderson**, seconded by **Mr. Gatewood**, moved to WAIVE PROTEST on the Liquor License Application for Transfer of Location and Name Change.

**Mayor Eberhart** called for Public 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 TRANSFER OF LOCATION AND NAME CHANGE AS FOLLOWS:

YEAS: Anderson, Walley, Staley, Matherly, Gatewood

NAYS: None

ABSENT: Hilling

**Mayor Eberhart** declared the MOTION CARRIED.

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

**Mayor Eberhart** stated that there will be a Work Session scheduled before the next Regular Meeting to discuss the lease of the City-owned log cabin currently occupied by the Yukon Quest. He asked the Council to begin preparing for the work session early and request information from staff ahead of time. **Mayor Eberhart** presented the City's Finance Department with a Certificate of Recognition for Budget Presentation from the Government Finance Officers Association. He stated that the City of Fairbanks received the distinguished Budget Presentation Award and mentioned that it is the highest form of recognition in governmental budgeting. **Mayor Eberhart** stated that visitors from Fairbanks' sister City Fanano, Italy came to Fairbanks during the Golden Days events. He stated that one of the individuals was Adriano Pedroni, the great-grandnephew of Felix Pedro and thanked Festival Fairbanks and Bill and June Rogers for helping make the visitors comfortable. He stated that the group had a good time during their visit. **Mayor Eberhart** listed the various activities and meetings that he and others in his office have been involved in since the last Regular City Council Meeting. He stated that he has asked Acting Police Chief Brad Johnson to assign another officer to the Downtown Foot Patrol for the summer so that there would be coverage for seven days a week. He thanked Chief of Staff Jim Williams for his work on the City's Strategic Plan and stated that there will be more sessions to come. **Mayor Eberhart** reported that he and City Department Heads met with Borough Mayor Luke Hopkins and consultant Joe Hardenbrook to discuss the preparation of a report to the Municipal Advisory Group. He explained that the report will outline the impacts of the large-

diameter pipeline on the Fairbanks community. **Mayor Eberhart** reported that the FMATS Policy Committee rejected the proposed changes to College Road. He thanked the Pioneers of Alaska for putting on the Rededication Ceremony for the Pedro Monument.

## **NEW BUSINESS**

- a) Ordinance No. 5952 – An Ordinance Amending the 2014 Operating Budget to Fund the Firefighters Local No. 1324 vs. City Healthcare Arbitration Award. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Mr. Walley**, moved to ADVANCE Ordinance No. 5952.

**Mr. Matherly** requested that City Attorney Ewers speak to the arbitrator’s statement that “the Union contended...that the Employer did not meet its obligation to provide health insurance at reasonable rates for bargaining unit employees.” He asked other Council Members to comment on possible concessions in regular negotiations that may affect the healthcare issue.

City Attorney Ewers agreed that the Union’s contention was with the obligation of the City to provide health insurance at a reasonable cost. He stated that the City did not hold the same position.

**Mr. Walley** asked what final healthcare contribution was offered to FFU prior to arbitration.

Mr. Ewers replied that he recalls the amount being a number equal to 80% of the healthcare premium at that time. He clarified that the premium increased at the beginning of 2014.

**Mr. Walley** asked if the City gets the opportunity to present its case in arbitration.

Mr. Ewers replied affirmatively.

**Mayor Eberhart** distributed an excerpt from the Public Employment Relations Act (PERA) relating to the classes of public employees. He pointed out that the FFU is a non-striking union because fire service is an essential service that “may not be given up for even the shortest period of time.” **Mayor Eberhart** stated that the PERA goes on to state that if an impasse is reached in negotiations, the parties shall submit to arbitration. He expressed his belief that the arbitrator’s decision is well-reasoned and spoke to the \$870,000 bond refund that the City will soon receive. He encouraged the Council to advance Ordinance No. 5952 to allow the public an opportunity to speak to the issue.

**Mr. Gatewood** stated that this Council has been fairly unpredictable and has not necessarily felt bound by procedures of courtesy. He expressed his understanding that the arbitrator’s award requires the City to contribute an amount towards FFU healthcare equal to 80% of what the current premium is.

Mr. Ewers clarified that the award would require the City to pay the actual percentage, an 80/20 split between the employer and the employee, respectively.

**Mr. Gatewood** stated that he feels that the arbitrator may be overreaching by dictating to the City the manner in which they must make payment to employees.

**Mr. Walley** asked Mr. Ewers how many arbitrator awards he has seen come down in the City's favor.

Mr. Ewers replied that he does not recall any arbitrator decision giving the City everything they asked for. He stated that on the flip side, he does not recall any decision that granted a union everything they requested.

**Mr. Walley** stated that he believes the City made a good faith effort to resolve the healthcare issue in 2013. He indicated that he has a problem with the arbitrator's decision and that if the City agrees to it, he believes it will cause problems with other bargaining units in the future.

**Mr. Walley** stated that healthcare premiums have gone up for nearly everyone in the nation. He stated that the Council does not have to grant the arbitrator's decision and commented that he will not support Ordinance No. 5952.

**Mr. Matherly** asked why the arbitrator would specify that the City shall pay FFU employees in separate checks, not part of the employees' base wages.

**Mr. Gatewood** replied that it is so employees would not have to pay taxes on the retroactive amount. He stated that the form of payment is not a big deal but commented that the dictation of those details by the arbitrator bothers him.

Chief Financial Officer Soileau stated that the City can either write individual checks to each employee for their individual retroactive amounts or write one check for the full retroactive amount for all employees and give it to the union to distribute.

**Mr. Gatewood** asked what factors the arbitrator is referring to when he states that the 80/20 split is "based on several factors." **Mr. Gatewood** pointed out that he only saw one of those factors listed in the arbitration award.

Mr. Ewers stated that eleven of the twelve pages of the award are simply a recital of the facts and only a small section addresses the award. He commented that he finds the award a bit unusual. He agreed with Mr. Gatewood that it is difficult to identify the justification of the award.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 5952 AS FOLLOWS:

YEAS: Anderson  
NAYS: Gatewood, Staley, Matherly, Walley  
ABSENT: Hilling  
**Mayor Eberhart** declared the MOTION FAILED.

## **DISCUSSION ITEMS**

### Committee Reports

Public Safety Commission (PSC) – **Ms. Staley** reported that there was a review of the Geraghty fire at the last PSC meeting. She commended the City’s Fire Department for their great work. She stated that she is pleased to be a part of the PSC.

**Ms. Staley** stated that she also recently attended the Military Affairs Meeting for the Chamber of Commerce. She encouraged everyone to offer public comment before August 25, 2014 on the Supplemental Environmental Assessment for Army 2020 Force Structure Realignment and speak to the importance of Fort Wainwright to the Fairbanks community. **Ms. Staley** thanked all those in the community who walked in the Golden Days Parade to support the F-35’s.

FMATS Policy Committee – **Mr. Walley** stated that the Committee approved the College Road Corridor Study Final Report and sent a request to the Department of Transportation and Public Facilities (DOT & PF) for funds to reconstruct College Road in 2015. He stated that the meeting was well-attended with a large amount of public testimony in regard to the possible changes to College Road. **Mr. Walley** stated that they will not reconstruct it into a three-lane road. He stated that the Committee approved an additional \$15,000 for the South Cushman Project to fund the retroactive pay increases for the design phase. **Mr. Walley** shared that they also approved a \$500,000 appropriation to finalize the right-of-way for the Illinois Street Reconstruction Project. He stated that the Policy Committee referred the College Road plan to the Technical Committee to see how to implement the project without making it a three-lane road. He commented that there was a huge amount of public opposition to the three-lane proposal, including a petition signed by over 400 individuals. **Mr. Walley** stated that the Committee approved the release of a draft of the Unified Planning Work Program (UPWP) for public comment. He stated that a corridor study for Badger Road is included in the draft and announced that comments are due August 15, 2014.

### **COMMUNICATIONS TO COUNCIL**

- a) Request from City Attorney Re: Re-appointment to the AML/JIA Board

**Mr. Matherly**, seconded by **Ms. Staley**, moved to APPROVE the City Attorney’s re-appointment to the AML/JIA Board of Trustees.

Mr. Ewers stated that he was originally appointed to the Board to finish the late Patrick Cole’s term which will soon expire. He stated that he feels it is important to have a representative from Interior Alaska on the Board and indicated that he would like to continue as a Trustee. Mr. Ewers requested the Council’s approval on his continued service.

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

- b) Clay Street Cemetery Commission Meeting Minutes June 4, 2014

ACCEPTED on the CONSENT AGENDA

- c) Public Safety Commission Meeting Minutes of February 11, 2014



ACCEPTED on the CONSENT AGENDA

- d) Public Safety Commission Meeting Minutes of March 11, 2014

ACCEPTED on the CONSENT AGENDA

- e) Public Safety Commission Meeting Minutes of April 8, 2014

ACCEPTED on the CONSENT AGENDA

- f) Public Safety Commission Meeting Minutes of June 10, 2014

ACCEPTED on the CONSENT AGENDA

- g) Chena Riverfront Commission Meeting Minutes of June 11, 2014

ACCEPTED on the CONSENT AGENDA

- h) Re-appointment to the Clay Street Cemetery Commission

APPROVED on the CONSENT AGENDA

- i) Appointment and Re-appointment to the Board of Plumber Examiners

APPROVED on the CONSENT AGENDA

### **COUNCIL MEMBERS' COMMENTS**

**Mr. Anderson** stated that he had no comments.

**Mr. Matherly** congratulated Erica Meckel on her accomplishment in the WEIO games and commended all those who participated in the events. He stated that he has received both good and bad feedback on the Airport Way reconstruction but commented that he thinks the improvements look very nice. **Mr. Matherly** spoke to the controversy surrounding the upcoming carnival and fair and expressed hope that the drama could be squashed.

**Ms. Staley** reported that Mark Marlow, owner of the Polaris Building, was able to get all his loan documents in on time. She stated that his meeting with the loan committee has been rescheduled for Thursday, July 24, 2014.

**Mr. Walley** stated that he had no comments.

**Mr. Gatewood** echoed Mr. Matherly's comments regarding the WEIO events and specifically congratulated Amanda Sullivan and Erica Meckel. He stated that he feels torn about the vote on Ordinance No. 5952. **Mr. Gatewood** questioned whether having binding arbitration in place lessens a union's incentive to bargain seriously during negotiations. He stated that he does not have an issue with the City paying an amount equal to 80% for FFU's health care premium but

that he does not want to see the City become locked in to an actual percentage. **Mr. Gatewood** expressed his feeling that the arbitrator in this case came across as arrogant and that the award, in his opinion, is a poorly-written document.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to go into Executive Session for the purpose of discussing Public Safety Employees Association (PSEA) Labor Negotiations.

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

**Mayor Eberhart** called for a five minute recess.

### **EXECUTIVE SESSION**

a) Labor Contract Negotiations – PSEA

The City Council met in Executive Session to discuss PSEA labor negotiations. Direction was given to staff and no action was taken.

### **ADJOURNMENT**

**Mr. Matherly**, seconded by **Mr. Walley**, moved to ADJOURN the meeting.

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

**Mayor Eberhart** declared the Meeting adjourned at 9:10 P.M.

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JOHN EBERHART, MAYOR

ATTEST:

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JANEY HOVENDEN, MMC, CITY CLERK

Transcribed by: DS



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, AUGUST 11, 2014  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

---

The City Council convened at 7:00 p.m. on the above date, following a 6:00 p.m. Work Session on the Review of Log Cabin Options, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor John Eberhart presiding and with the following Council Members in attendance:

Council Members Present: Renee Staley, Seat A  
Perry Walley, Seat B  
Bernard Gatewood, Seat C  
Jim Matherly, Seat D  
Lloyd Hilling, Seat E  
Chris Anderson, Seat F

Absent: None

Also Present: Paul Ewers, City Attorney  
Janey Hovenden, City Clerk  
Jim Williams, Chief of Staff  
Stephanie Johnson, Dispatch Center Manager  
Carmen Randle, Controller  
Keith Anderson, Acting IT Director  
Barbara Sunday, Director HR/Risk Management/Purchasing  
Brad Johnson, Acting Police Chief

### **INVOCATION**

The Invocation was given by City Clerk Janey Hovenden.

### **FLAG SALUTATION**

**Mayor Eberhart** led the Flag Salutation.

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

**Mr. Anderson**, seconded by **Mr. Gatewood**, moved to APPROVE the Agenda and Consent Agenda.

**Mayor Eberhart** stated that there is an “as Amended” version of Resolution No. 4642 regarding the contract for the Police Station Roof Replacement Project. He stated that the item should be pulled so that the substitution could be made.

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

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

## CITIZEN'S COMMENTS

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger commended Public Works Director Mike Schmetzer for doing the best he can with what he has to work with in regard to City streets. He stated that there are still a number of potholes that need attention before winter comes. Mr. Buberger commented that the South Cushman project seems to be making good progress and that he hopes it will turn out to be a very nice street. He thanked the Council for their good work in the Fairbanks community.

Sean White, 191 Eagle Ridge Road, Fairbanks – Mr. White stated that he is a strong believer in the rights afforded to individuals under the both the State Constitution and the U.S. Constitution. He explained that when an individual joins the military or becomes a firefighter or policeman, they give up some of those rights: the right to strike and the right to sue their employer. He stated that the Public Employment Relations Act (PERA) does allow for the arbitration process in the event of an impasse between two parties. He explained the selection procedure for an arbitrator and spoke to the great expense of the arbitration process. He stated that an arbitrator's decision is binding regardless of whether the parties like the outcome.

**Mr. Hilling** asked Mr. White if he believes he could sue the City for money that is owed to him under contract.

Mr. White replied that legally, he cannot sue the City for money owed to him. He stated that right now, under contract, the City owes the firefighters \$60,000. He explained that the firefighters cannot sue the City for the dollar amount because they gave up the right to do so for binding arbitration.

David van den Berg, 332 Slater Drive, Fairbanks – Mr. van den Berg stated that he is the Executive Director of the Downtown Association (DTA) of Fairbanks. He announced that the DTA has moved from Old City Hall to their new location at 542 4th Avenue. He provided the Council with a July report on the activities and operations of the Community Service Patrol (CSP).

**Mayor Eberhart** informed Mr. van den Berg that the City recently added another police officer to the Downtown Foot Patrol so that there would be coverage seven days a week. He requested that Mr. van den Berg include information on how the Foot Patrol is coordinating with the CSP efforts in his next report.

Floyd Terry, PO Box 73514, Fairbanks – Mr. Terry stated that he has been promoting a roller skating rink in the Fairbanks area for 16 years and that he will not continue his campaign after the end of the month. He commented that a roller rink may not have much of a payoff in Fairbanks with all the other recreational activities available. Mr. Terry spoke to the importance of community and family-oriented activities. He read aloud an article from a magazine produced by the Roller Skating Association (RSA) International that spoke to his efforts in opening a roller skating rink in Fairbanks. He stated that he recently lost his wallet and spoke to the hassle in obtaining a new state identification.

Greg Taylor, 928 Wood Way, Fairbanks – Mr. Taylor stated that it has been his privilege to serve Fairbanks residents as an employee of the Fairbanks Fire Department for more than 20 years. He stated his belief that he has a positive impact on someone's life every day when he goes to work. Mr. Taylor also spoke to the sacrifice that comes with his job and to the holidays, birthdays and family events he has missed because of his job. He spoke to the value of binding arbitration and to the recent decision of the Council to non-fund the arbitrator's award. He explained that regardless of the Council's decision, the arbitrator's award becomes a part of the FFU contract. Mr. Taylor stated that when he tested to become a firefighter in 1993, there were two gymnasiums full of applicants for the Fairbanks Fire Department. He stated that the Department's current list of interested applicants only has 11 names. Mr. Taylor closed by commenting that it is difficult to be a motivated and satisfied employee when the governing body is working against you.

**Mr. Anderson** asked Mr. Taylor where the City of Fairbanks falls in wage comparisons with Juneau and Anchorage.

Mr. Taylor stated that he does not know about Juneau but that he is making about 20% less than he would if he worked for the Municipality of Anchorage.

**Mr. Hilling** asked Mr. Taylor to speak to how he believes the City is breaking a contract by not funding the arbitrator's decision.

Mr. Taylor stated that when a party agrees to take an issue to binding arbitration, the party is in essence agreeing to be bound by the arbitrator's decision.

Zachary Rittel, 1655 Woodpecker Lane, Fairbanks – Mr. Rittel stated that he has been a firefighter at the City's Fire Department for two years. He spoke to the issue of fairness stating that the firefighters have no other recourse after an arbitrator's decision. He stated that the City's decision to non-fund is affecting the morale of the younger employees in the department and commented on the low recruiting numbers the department is experiencing. Mr. Rittel spoke to his love for the job but indicated that the Council's decision may affect his longevity with the Fairbanks Fire Department.

**Mr. Anderson** asked if firefighters who leave the City's Fire Department often seek employment in other fire departments.

Mr. Rittel replied affirmatively.

Dave Naber, 4848 Chena Hot Springs Road, Fairbanks – Mr. Naber stated that the last time he spoke before the Council several years ago it was in regard to a contract. He stated that he has been with the City of Fairbanks for 18 years and indicated that he has been fighting for his job and his rights as an employee since day one. Mr. Naber spoke to the importance of retaining firefighters at the City primarily because of the financial investment in training, testing and certification for each new employee. He stated that the Fairbanks Fire Department was once the best place to work among local fire departments, but has now become a joke to other entities.

Steve Sundborg, 293 East Birch Hill Road, Fairbanks – Mr. Sundborg stated that he has been a City firefighter for about 14 years. He explained that when he was hired, there had not been a new contract for nine years and that there were disgruntled employees in the Fire Department. He spoke to the need for unions in the workforce and urged the City Council to do the right thing as an employer.

Dominic Lozano, 2980 North Point Court, Fairbanks – Mr. Lozano stated that he is the President of the Fairbanks Firefighters Union (FFU). He expressed his disappointment that the City Council failed to advance Ordinance No. 5952 to a second reading and related his feeling that the Council has created the animosity that exists between the FFU and the City. He indicated that abiding by an arbitrator's decision should not be viewed by the City as optional. Mr. Lozano commented that by non-funding, the City Council has created an unfriendly work environment. He stated that employees City-wide are recognizing the Council's stance on labor issues and that he believes there will be long-term ramifications to its rejection or non-funding of labor contracts. Mr. Lozano commented that the City's contribution to employees' health care is grossly below that of comparable jurisdictions and indicated that the City Council has ignored the issue for years. He stated that binding arbitration is still binding whether the Council chooses to fund it or not. Mr. Lozano stated that it is disgraceful that the Council did not allow Ordinance No. 5952 to go to a public hearing and indicated that the Council's decision is starting to attract attention from around the state.

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

#### **APPROVAL OF PREVIOUS MINUTES**

- a) Regular Meeting Minutes of April 21, 2014

APPROVED on the CONSENT AGENDA

- b) Regular Meeting Minutes of May 05, 2014

APPROVED on the CONSENT AGENDA

- c) Regular Meeting Minutes of May 12, 2014

APPROVED on the CONSENT AGENDA

- d) Regular Meeting Minutes of June 09, 2014

APPROVED on the CONSENT AGENDA

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

**Mayor Eberhart** thanked everyone for the birthday wishes and for the cake. He spoke to the Work Session on the Review of Log Cabin Options and stated that the City will talk more with the Yukon Quest and eventually propose action from the Council on the future of the cabin.

**Mayor Eberhart** provided a report to the Council on his recent visit to the Mayor's Institute on City Design in Louisville, Kentucky. He stated that the list of potential projects was narrowed down to the core downtown area of Fairbanks. He explained that he made a presentation to a resource team made up of architects, designers, property developers and mayors who volunteer their time to the Institute. **Mayor Eberhart** stated that he recently received the report and recommendations from the Institute and indicated that he will brief the Council once he has reviewed the results. He thanked the City Council and the DTA for the expansion of the CSP and commented on its success so far. **Mayor Eberhart** expressed his sympathy in the recent drowning at the Chena River and thanked Tanana Chiefs Conference's VPSO Program and the City's Public Safety employees for their efforts in search and recovery. He shared that the City recently received test results from the upper body clothing of the late Johnny Wallis from a lab in Georgia. He stated that additional clothing has now been sent to the lab for more testing and announced that the City would release a public statement on the lab results. **Mayor Eberhart** stated that the City has been interviewing applicants for the IT Director position and hopes to hire an individual soon. He stated that the City has also begun scheduling interviews for the Chief of Police position. He encouraged members of the public to file for candidacy to serve on the City Council and get involved in the Fairbanks community. **Mayor Eberhart** spoke to the promising news on the potential of housing F-35's at Eielson Air Force Base and stated that the addition of military personnel would be a huge economic boom to the Fairbanks area. He commended various residents, City staff and community leaders for their efforts with the F-35 issue.

## **NEW BUSINESS**

- a) Resolution No. 4641 – A Resolution to Exclude Part-Time Employees from Participation in the Public Employees' Retirement System. Introduced by Mayor Eberhart.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4642 – A Resolution Awarding a Contract to XXXX (Rain Proof Roofing) for the Police Station Roof Replacement Project FB-14-26 in the Amount of \$XXX (\$316,900.00). Introduced by Mayor Eberhart.

**Mr. Matherly**, seconded by **Mr. Walley**, moved to APPROVE Resolution No. 4642.

**Mr. Matherly**, seconded by **Mr. Walley**, moved to SUBSTITUTE Resolution No. 4642, as Amended, for Resolution No. 4642, with the contract being awarded to Rain Proof Roofing in the amount of \$316,900.00.

There was no objection to the motion to SUBSTITUTE.

**Mr. Anderson** asked if the award amount is lower than expected.

Public Works Director Mike Schmetzer replied that there is a summary of project bids printed on the back of Resolution No. 4642, as Amended. He explained that they have decided not to award the Alternate No. 1 price because that portion of the project is not critical.

**Mr. Hilling** stated that when a bid comes in drastically lower than others, one may question the ability of that contractor. He asked Mr. Schmetzer if he has any history on Rain Proof Roofing.

Mr. Schmetzer stated that Rain Proof Roofing is an Anchorage-based company that has been in the business for a long time. He stated that he does not believe there is any reason to be concerned with the contractor.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4642, AS AMENDED, AS FOLLOWS:

YEAS: Matherly, Hilling, Walley, Staley, Gatewood, Anderson

NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED and Resolution No. 4642, as Amended, APPROVED.

- c) Ordinance No. 5953 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the Public Safety Employees Association, Fairbanks Police Department Chapter. Introduced by Mayor Eberhart.

ADVANCED on the CONSENT AGENDA.

## **DISCUSSION ITEMS**

### Committee Reports

Permanent Fund Review Board – **Mr. Gatewood** stated that the Board met on July 23 and reported that the portfolio continues to be slightly heavy in equities and light in fixed income. He stated that at the close of business on July 22 the Fund balance was at \$121,789,000.00, which includes the recent transfer from the General Fund. **Mr. Gatewood** stated that the Fund manager recently changed the investment vehicle for international bonds which lowered the Fund fees.

## **COMMUNICATIONS TO COUNCIL**

- a) Permanent Fund Review Board Meeting Minutes of April 30, 2014

ACCEPTED on the CONSENT AGENDA

## **COUNCIL MEMBERS' COMMENTS**

**Ms. Staley** expressed her excitement about the likelihood of the F-35's being housed at Eielson Air Force Base and mentioned that she attended the dedication of the Tanana Bridge. She stated that there will be a Public Safety Commission (PSC) meeting at 11:30 a.m. on August 12 at the Fairbanks Police Department and a Golden Heart Parking Services Board meeting the following week.

**Mr. Walley** stated that he had no comments.



**Mayor Eberhart** stated that Mr. Steve Ginnis from Fairbanks Native Association will be giving a talk at the next PSC meeting on Title 47, which will be germane to the discussions about the CSP.

**Mr. Gatewood** congratulated Deputy Clerk Danyielle Snider for having received her certification as a Municipal Clerk. He stated that while he does not have a problem with the way the vote on Ordinance No. 5952 went at the last meeting, he does not feel good about his individual vote on the issue. **Mr. Gatewood** stated that he will take the comments he has heard to heart in regard to not allowing the ordinance to advance to a public hearing.

**Mr. Anderson** thanked all the union members who offered public testimony. He expressed disappointment that Ordinance No. 5942 did not go to a second reading.

**Mr. Hilling** expressed appreciation to FFU members for speaking to the Council. He estimated that the union members feel that the City Council has acted in an unethical manner and against the spirit of the law. He stated that the law may allow for non-funding in situations where an entity cannot fiscally afford the award. **Mr. Hilling** stated that he was not in attendance at the last meeting when Ordinance No. 5952 was discussed. He recalled that when he served on the Council in 2006 he broke a tie vote in favor of an arbitrator's award because he felt as though the City at that time could not argue that they could not afford the funding. He stated that he is unsure of how he might have voted on Ordinance No. 5952. **Mr. Hilling** spoke out against the belief that the dramatic rise in health care costs for City employees should be subsidized by taxpayers. He stated that he does not necessarily agree with the statement that the City should have to abide by binding arbitration just because Fire Department employees are prohibited from striking. **Mr. Hilling** spoke to the purpose of unions and to the obligations of both employers and employees. He suggested that the labor law forcing employers to be subject to binding arbitration may be unjust. He expressed appreciation for all sides of the argument.

**Mr. Matherly** stated that he had no comments.

### CITY CLERK'S REPORT

City Clerk Hovenden informed Council Members that she included a written report from the City Clerk's Office in the agenda packet.

**Mr. Hilling**, seconded by **Mr. Matherly**, moved to go into Executive Session for the purpose of discussing John Eberhart vs. APOC and Labor Contract Negotiations for the Fairbanks Firefighters Union (FFU).

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

**Mayor Eberhart** called for a five minute recess.

### EXECUTIVE SESSION

a) John Eberhart vs. APOC

a) Labor Contract Negotiations – FFU

The City Council met in Executive Session to discuss John Eberhart vs. APOC and Labor Contract Negotiations for the FFU. Direction was given to staff and no action was taken.

**ADJOURNMENT**

**Mayor Eberhart** called for objection to ADJOURNING the meeting and, hearing none, so ORDERED.

**Mayor Eberhart** declared the Meeting adjourned at 11:00 p.m.

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JOHN EBERHART, MAYOR

ATTEST:

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JANEY HOVENDEN, MMC, CITY CLERK

Transcribed by: DS


# MEMORANDUM

City of Fairbanks Clerk's Office

Janey Hovenden, City Clerk

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TO: Mayor John Eberhart  
City Council Members

FROM: Janey Hovenden, MMC, City Clerk 

SUBJECT: Application for New Liquor License

DATE: August 20, 2014

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The City Clerk has received notification from the ABC Board of an application for a new liquor license and application for a Restaurant Designation Permit for the following applicant:

License #: **5344**  
License Type: Restaurant/Eating Place  
D.B.A.\*: **Raven Landing Center**  
Licensee/Applicant: Retirement Community of Fairbanks  
Physical Location: 1222 Cowles, Fairbanks AK

Pursuant to FCG Sec. 14-178 the Council must determine whether or not to protest the liquor license action after holding a public hearing.

FGC Section 14-168 (New Locations) Requires advertising in the newspaper and mailing notice of the date, time and place of public hearing to all owners of record of land within 500 feet of the place where alcoholic beverages will be sold. The City Clerk has complied with this provision. .

There are no departmental objections to the issuance of this new license.

Sponsored by: Mayor Eberhart  
Introduced: August 11, 2014

**ORDINANCE NO. 5953**

**AN ORDINANCE RATIFYING A LABOR AGREEMENT BETWEEN  
THE CITY OF FAIRBANKS AND THE PUBLIC SAFETY  
EMPLOYEES ASSOCIATION, FAIRBANKS POLICE  
DEPARTMENT CHAPTER**

**WHEREAS**, the Collective Bargaining Agreement between the City and the PSEA, Fairbanks Police Department Chapter, expired on December 31, 2013; and

**WHEREAS**, the PSEA and City Administration have reached a tentative agreement for a new three-year agreement which incorporates the labor goals of the City Council.

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

**SECTION 1.** That the attached three-year collective bargaining agreement is hereby ratified.

**SECTION 2.** That this ordinance becomes effective upon ratification of the agreement by PSEA.

**SECTION 3.** That once ratified, the collective bargaining agreement shall be effective from January 1, 2014, through December 31, 2016.

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**John Eberhart, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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Janey Hovenden, MMC, City Clerk

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Paul J. Ewers, City Attorney

FISCAL NOTE PSEA ORDINANCE 5953

	Description	Estimated Costs			
		Year 1 (2014)	Year 2 (2015)	Year 3 (2016)	Total
Retro Pay	1-time Payment (\$1,750) in lieu of retro pay (difficult to go back and pay 10% wage increase on 4/10 schedule)	\$ 119,000	\$ -	\$ -	\$ 119,000
Health Benefits	Increase Health Contribution per member by \$250 per month	\$ 51,000	\$ 204,000	\$ 204,000	\$ 459,000
3/12 Wages and Overhead	Reduce PSEA membership working hours from 40 hours per week to 36 hours per week. Increase base wages by 10% & factor in overhead changes)	\$ (8,180)	\$ (32,719)	\$ (32,719)	\$ (73,618)
3/12 shift Diff	Swing Shift (from 5% to 4%), Mid Shift (10% to 8%)	\$ (12,934)	\$ (51,736)	\$ (51,736)	\$ (116,406)
3/12 Leave Bank Adjustment	10% increase in wages will result in 1-time adjustment to accrued leave values	\$ 74,846	\$ -	\$ -	\$ 74,846
3/12 Overtime	10% increase in wages will result in adjustment to OT and associated benefits	\$ 20,801	\$ 83,205	\$ 83,205	\$ 187,211
Earned Leave	Members with over 10 years of service will earn 300 hours per year (increase of 60 hours per year)	\$ 35,676	\$ 105,282	\$ 99,333	\$ 240,291

**TOTAL: \$ 280,209 \$ 308,032 \$ 302,083 \$ 890,324**

% Total Package Incr (Dcr) year to year: 3.44% 0.33% -0.07% 3.65%

Adjusted (as proposed) FY Budgets: \$ 8,421,965 \$ 8,449,788 \$ 8,443,839 \$ 25,315,592

Original PSEA 2014 Personnel Budget (Police) \$ 6,273,955 \$ 6,273,955 \$ 6,273,955 \$ 18,821,865  
 Original PSEA 2014 Personnel Budget (Dispatch) \$ 1,867,801 \$ 1,867,801 \$ 1,867,801 \$ 5,603,403  
 Original 2014 PSEA Labor Budget (Total) \$ 8,141,756 \$ 8,141,756 \$ 8,141,756 \$ 24,425,268

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF FAIRBANKS**  
**AND**  
**THE PUBLIC SAFETY EMPLOYEES ASSOCIATION**  
**FAIRBANKS POLICE DEPARTMENT CHAPTER**  
**2014 - 2016**

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

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**ARTICLE 1**  
**POLICY AND PURPOSE**

**Section 1.1** It is the policy of the City and PSEA to continue harmonious and cooperative relationships between City employees and the employer to ensure orderly and uninterrupted operations of government.

**Section 1.2** The welfare of the City and its Employees is dependent largely upon the service the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City management, employee organizations and each employee to render honest, efficient and economical service.

**Section 1.3** The purposes of this Agreement are:

- A. To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in work in the areas affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and employee groups to their mutual advantage.
- 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 and reasonable working conditions.
- D. To promote individual efficiency and service to the citizens of the City.
- E. To avoid interruption or interference with the efficient operation of City Government.
- F. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
- G. To pay wages, benefits and other compensation to the members in accord with the provisions of this Agreement, and not based upon personal favoritism or discrimination.

## **ARTICLE 2** **DURATION**

**Section 2.1** This Agreement shall become effective the first day of the pay period following mutual ratification by the City Council and the Membership of the Association in accord with an election and shall remain in effect until December 31, 2016.

**Section 2.2** Either party desiring to commence such negotiations shall give written notice to the other at least sixty (60) days prior to December 31, 2016, but not sooner than one hundred twenty (120) days prior to the expiration date of this Agreement. Upon receipt of such notice, negotiations shall begin within fifteen (15) days. Unless otherwise agreed, no modification or change shall become effective prior to the expiration date without the mutual written consent of the parties.

**Section 2.3** In the event that the termination date on this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be extended until such time as a new agreement is reached.

**Section 2.4** This Agreement shall be binding upon the successors and assigns of the parties, and no provision, term or obligation herein contained shall be changed in any respect by any change in ownership, management, location, or bargaining unit.

### **ARTICLE 3 RECOGNITION**

**Section 3.1 Recognition.** The City recognizes PSEA as the exclusive representative of all PSEA positions designated in this Agreement for part-time, permanent, seasonal and temporary employees in the City for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment.

**Section 3.2 Classifications.**

- A. Additional classifications or reclassification shall be included within the Bargaining Unit or exempt from on the basis of the Alaska Labor Relations Agency criteria.
  
- B. Should irresolvable differences as to inclusion or exclusion of additional classifications or reclassification to the Bargaining Unit occur, either party may request that the jurisdiction be determined in accordance with Alaska Statutes.

## **ARTICLE 4** **NEGOTIATIONS**

Not more than three (3) employee negotiators shall be permitted to attend and participate in negotiations during their normal workday without loss of compensation. All negotiators shall be assigned to day shift duty (Monday through Friday) during the period of negotiations. Due to the nature of prolonged negotiations members may be required to participate during off duty hours. Off-duty members will not be compensated for their time while required to attend such meetings, but shall be given hour for hour time off in lieu of time so spent for negotiations. The parties will meet at mutually agreeable times. It is not the intent of the parties for the negotiators to receive overtime pay while performing negotiation duties in excess of the workday. Said designated negotiators shall be permitted to use duty time or administrative time to participate in preparation and actual negotiations (and caucuses on negotiation days) should scheduled negotiations occur on members' regular duty days. Nothing prohibits other members from attending negotiations using scheduled leave or off-duty time. Should designated negotiators become unavailable PSEA may substitute negotiators.

**ARTICLE 5**  
**CITY – ASSOCIATION RELATIONS**

**Section 5.1** Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Fairbanks Police Department employees' Association/PSEA. It is hereby agreed by the Association and the City that there shall be no discrimination against any employee because of membership in or lawful activity on behalf of the Association.

**Section 5.2** The Association agrees that its members, who are employees of the City, will individually and collectively perform loyal and efficient service and that they will use their influence and best efforts to protect the property and interest of the City and to cooperate with the City to this end at all times.

- A. The Association agrees that during the life of this Agreement, the Association, its agents or its members will not authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work or strike against the Employer.
- B. The City agrees that during the life of this Agreement, there shall be no lockout.
- C. The Association further agrees that its members shall, in each and every instance, cross the picket line of any other organization in order to perform assigned duties.

**Section 5.3** Any provision of this Agreement judicially found to be in violation of applicable City, State or Federal law and subsequent amendments thereto shall be null and void, but all other provisions of this Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties hereto agree to meet within fifteen (15) days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been satisfied.

**Section 5.4** The Association agrees that it will actively combat absenteeism and other practices which may hamper the City's operation and that the Association will vigorously support the City in efforts to improve efficiency and the quality of law enforcement and further to promote good will between the City and the Bargaining Unit members.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

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

**ARTICLE 7**  
**PSEA SECURITY**

**Section 7.1 Agency Shop.**

- A. It is recognized that PSEA owes the same responsibilities to all employees and is to provide benefits and services to all Bargaining Unit members whether or not they are members of PSEA. All employees shall, as a condition of continued employment, either become a member of PSEA and pay PSEA dues or pay an agency fee to PSEA equal to the amount of PSEA dues assessed uniformly against all PSEA members in this Bargaining Unit. Payment of PSEA dues or agency fee shall commence within thirty (30) days after the date of hire, or the date the position becomes covered by this Agreement.
  
- B. Upon the written request by PSEA to the City, a Bargaining Unit member employed for more than thirty (30) days who is not complying with the membership or agency shop provisions of this Agreement shall be terminated upon notification to the City by PSEA.
  
- C. Persons hired in a Bargaining Unit position shall be informed, at the time of the employment offer of the PSEA membership obligation under this Agreement. The employee shall be allowed up to a maximum of one hour, during normal working hours, to perform the PSEA enrollment activity and shall report to the PSEA office for membership discussion within ten (10) working days after reporting to work.

**Section 7.2 Check off and Payroll Deductions.**

- A. The City agrees to deduct on a regular basis from the payroll check of all Association members, the regular monthly dues, assessments and fees, and voluntary contributions of members of the Association.
  
- B. The Business Manager of PSEA shall notify the City Finance Department in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the employee's authorized PSEA deductions to the duly authorized representative of PSEA, together with a list of the names of the employees from whose pay deductions are made. All changes in address of employees shall be transmitted to PSEA immediately.
  
- C. PSEA, or their designee, shall have a right to receipts from deductions of PSEA and PAC dues, initiation fees or agency fees, PSEA-sponsored insurance premiums and PSEA-sponsored employee benefits as previously authorized or as may be authorized by the Bargaining Unit Member. No other employee organization shall be accorded payroll deduction privileges with regard to

the Bargaining Unit.

**Section 7.3 Payroll Deductions/Direct Deposit.** Employees shall be accorded payroll deduction and direct payroll deposit privileges to the financial institution of the employee's choice on pay day, limited to two specified deductions and one deposit for the balance of the payment.

**Section 7.4 Meeting Space and Bulletin Boards.**

- A. When not previously reserved, appropriate meeting space in the buildings owned or leased by the City, shall be available for meetings of PSEA.
- B. The City shall furnish adequate bulletin boards for use by PSEA. The City shall not unreasonably restrict or interfere with material posted on these boards.
- C. The City shall, if available at the Police Station or City Hall, provide the FPDEA President private office space, as needed, to conduct PSEA business.

**Section 7.5 List of Bargaining Unit Members.** The City agrees to furnish PSEA each month with a roster of all employees working under the jurisdiction of PSEA.

**Section 7.6** No member shall be discriminated against or penalized for the upholding of the Association's principles due to service on a committee, nor shall the City interfere in the relations between any member and the Association, nor will the City attempt to restrain any member from Association membership or activities.

**Section 7.7** The Association assumes all obligations and responsibilities for this Bargaining Unit. The Association agrees that this Agreement is binding on each and every member of this Bargaining Unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

**Section 7.8** It shall be a condition of employment that all members presently employed in a position covered by this Agreement shall be and remain a member of the Association for the life of this Agreement. Members of the Association in good standing on the effective date of this Agreement shall remain members in good standing for the life of this Agreement. employees hired on or after its effective date, within thirty (30) days following the beginning of employment, must become and remain members in good standing for the life of this Agreement or pay to the Association an agency fee in an amount equal to the Association's uniform dues and fees in lieu thereof. "Good standing" is to be deemed as paying the Association's uniform dues and fees as required.



**Section 7.9** Upon the failure of any member to comply with the provisions of Section 7.1.A, the Association shall notify the City in writing of such failure, and thereupon the member shall not be continued in employment. Termination shall become effective ten (10) days after receipt of notice to the City by the Association. If the member pays the Association uniform dues and fees before the expiration of the ten (10) days, the member shall be considered in good standing and not be discharged for that reason.

**Section 7.10** The Association agrees to provide representation to all Bargaining Unit employees, whether or not they are members of the chapter as defined by State law.

**Section 7.11** The City of Fairbanks recognizes PSEA as the sole representative of all designated positions listed in Article 19 for collective bargaining with respect to salaries, wages, hours and other terms and conditions of employment and shall not negotiate or handle grievances with any employee, organization or individual other than PSEA

**Section 7.12**

- A. The Chapter Chair and Vice-Chair of the Fairbanks Police Department employees Association Chapter of PSEA as well as two other employees, hereinafter called "Employee Representatives" will be designated by PSEA. They shall be employees of the Fairbanks Police Department or the Fairbanks Emergency Communications Center and members of the Association. The Employee Representatives shall be permitted during regular working hours to perform their official representative duties handling requests, complaints and grievances arising under this Agreement. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances to the contrary, the employee will be made available. Normal protocol will be observed with their respective supervisors prior to engaging in their duties as an Employee Representative. It is agreed that the Employee Representative conducting the representative duties shall whenever possible, meet outside the presence of other employees. When it is mandatory to conduct grievances or other matters during day shift hours, the Employee Representative and affected grievant(s) may be re-assigned by the Department Head to the day shift duty time to handle these matters, provided that this does not interfere with Department operations.
  
- B. The Employee Representatives shall not receive overtime pay while performing Employee Representative duties in excess of the work day, nor shall an Employee Representative extend his/her work day in such a manner as to receive overtime because part of the work day was used to perform Employee Representative duties with approval of the Department Head. An Employee Representative shall not be entitled to special privileges as a result of holding

such office, except as provided in sub-section (C).

- C. Notwithstanding any other provision of this Agreement, in the event of layoffs, the Chapter Chair and Vice-Chair shall be the last person(s) within his/her classification to be laid off. Should it come to pass that the entire classification containing a Chapter Chair or Vice-Chair is eliminated by layoff or reclassification, the Chair or Vice-Chair has no greater seniority rights within a lower classification for which he/she is eligible to "bump down" into (if any exists) than is otherwise conferred by this Agreement. If both the Chair and Vice-Chair work in the same classification, the Chapter Chair shall be the last person laid off.

**Section 7.13** PSEA staff shall be permitted to visit work areas at reasonable times consistent with workload and operational needs. Such representatives shall be recognized by the City as having the final authority to speak for the Association in all matters covered by this Agreement.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**Section 8.1** It is the mutual desire of the City and the Association to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Association to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Association have adopted the following procedure.

**Section 8.2** A grievance is defined as any dispute arising from the interpretation, application or alleged violation of a provision of this Agreement. However, any dispute involving the commencement date or termination of this Agreement shall not be considered a grievance and shall not be submitted to the grievance-arbitration procedure set forth herein, but instead any such questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. Any written resolution of a grievance (at any level of the grievance procedure) shall be binding upon both parties.

**Section 8.3 Step One.** When an employee has a grievance, the employee (accompanied by an Association representative if the employee chooses) shall verbally discuss the matter with his/her immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within thirty (30) calendar days of the employee having, through the exercise of reasonable diligence, knowledge of the grievance. If the grievance cannot be resolved through verbal discussion, the grievance shall be formalized in writing, signed by the member, and presented to the immediate supervisor within seven (7) calendar days of the oral discussion. The grievance shall state the article and section number of this Agreement allegedly violated and the manner in which the member believes that section has been violated. The immediate supervisor shall investigate the grievance and shall indicate in writing a response to the grievance within seven (7) calendar days following the day on which the written grievance was presented. The written grievance and the response of the immediate supervisor shall then be delivered to the next level of supervision, with a copy to the grievant(s), and the Association for further handling at the next step of this procedure. The seven (7) calendar day time frame shall apply for each level within this step and delivery of the grievance to the Department Head.

**Section 8.4 Step Two.** Grievances not settled in the first step may be delivered to the Department Head who shall attempt to settle the grievance within ten (10) calendar days after the submission of the grievance to him/her. Within this time frame, the Department Head shall meet together with the grievant, PSEA Representative and other witnesses as appropriate and attempt to resolve the issue(s). The Department Head shall mail or deliver a written decision to PSEA

within this ten (10) day time frame. If the written decision of the Department Head is not satisfactory to the grievant, he/she shall have seven (7) calendar days to decide if he/she wishes to appeal the grievance to Step Three of this procedure.

**Section 8.5 Step Three.** After receipt of a grievance the City Mayor shall have fourteen (14) calendar days to meet with all involved parties and to issue a written decision to PSEA. If the response states that the nature of the grievance and/or the portion of this Agreement allegedly violated is not stated or cannot be determined from the documentation submitted, the party submitting the grievance may, within seven (7) calendar days, amend or augment the documentation submitted. If amended or augmented, the City Mayor or the Association, as the case may be, shall have seven (7) additional calendar days to submit a final written response. If the decision of the City Mayor is unsatisfactory to the grievant, PSEA may, within fifteen (15) calendar days of the delivery of the decision, demand that the matter be submitted to binding arbitration.

**Section 8.6 Arbitration.**

- A. The arbitration notice shall include the nature of the matter to be arbitrated and the Agreement provision(s) allegedly violated. When the demand to submit a grievance to binding arbitration is made, PSEA and the City shall meet at a date and time mutually agreeable within fourteen (14) calendar days to select an arbitrator. Upon the failure of the two parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of nine (9) names of persons, with prior service as a neutral arbitrator involving the interpretation of collective bargaining agreements who are available for service within six (6) months of request. Within fourteen (14) days of receipt of the list, the City and Association representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot.
- B. Arbitration of the grievance shall commence as soon as agreeable. The Arbitrator shall make a written report of his/her findings to PSEA and the City within thirty (30) calendar days of the conclusion of the hearing or thirty (30) calendar days following submission of any post-hearing briefs. The Arbitrator will be governed by Labor Arbitration Rules of the American Arbitration Association (AAA) as amended and in effect at the time the grievance is filed. The decision of the Arbitrator shall be final and binding on both parties to this Agreement and enforceable under the provisions of AS 09.43.010-180, as may be amended.
- C. The authority of the Arbitrator shall be limited to the application and interpretation of this Agreement. The Arbitrator shall consider and decide

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

**Section 8.7** Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and PSEA mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances relating to a single issue shall be consolidated into one proceeding heard by a single arbitrator. Any dispute as to consolidation will be resolved by written motion without testimony by the first arbitrator chosen to resolve a series of grievances where consolidation is sought.

**Section 8.8** The City and PSEA shall bear the expense of their respective representatives and witnesses. The other expenses involved in such arbitration proceeding shall be paid by the non-prevailing party, as determined by the Arbitrator.

**Section 8.9** Any member called as a witness by either side will continue to receive his/her regular rate of pay while attending the hearing but not to exceed the member's regular working hours. Should the meetings be scheduled outside of the member's regular working hours, or extended beyond the regular working hours, no compensation shall be paid by the City for the time outside regular hours. Off-duty members will not be compensated for their time while required to attend such hearings, but shall be given hour for hour time off in lieu of time so spent at arbitration hearings.

**Section 8.10** Except for appeals of disciplinary actions in accordance with Article 8, when any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall not be changed until the decision is rendered. If the Arbitrator so rules, the decision shall be made retroactive to the time the dispute began.

**Section 8.11** In the event either party, after notice, fails to answer a grievance within the time required at any step of the Grievance Procedure, or either party fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, the grievance shall be considered settled against the side which has defaulted. However, any of the time limits or required steps of the grievance arbitration procedure may be extended or waived by written mutual agreement of PSEA and the City. Before either party claims a default, it will give a courtesy call to the other party. Grievances settled by default will not be the basis of establishing the precedent for the settlement of any other grievance.

**Section 8.12** Any grievance that originates from a level above Step One of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

**Section 8.13** Grievances filed by PSEA on behalf of itself or as a class action, and grievances filed by the City, shall be filed at Step Three.

**Section 8.14 Demotion/Discharge.** [moved to 18.9]

**ARTICLE 9**  
**EMPLOYEE BENEFITS AND RIGHTS**

**Section 9.1 Retirement.** The City and all employees covered under this Agreement will participate in the Public Employee's Retirement System of Alaska administered by the Public Employee's Retirement Board of the State of Alaska, and any other mutually agreeable plan or plans.

**Section 9.2 Health Benefits.**

- A. For each member, the City shall contribute \$1,290 per month to PSEA's Health and Welfare Trust Plan effective the first full month after this agreement is ratified.
- B. The City agrees to maintain a pre-tax deduction account at the election of each employee as allowed under federal law for the purpose of setting aside monies for the purpose of subsidizing uncovered costs of medical insurance. The City will contribute \$1200.00 per year per employee, pro-rated monthly, to a pre-tax IRS section 125 plan to be used for qualified expenses (un-reimbursed health care, employee premium costs, child care, etc.).

**Section 9.3 Injured Employee Rights & Responsibilities (Non-work related injury)**

- A. Temporary Incapacity. When a member becomes injured and temporarily cannot perform his/her normal duties and has an evaluation from an appropriate medical professional indicating light duty would be appropriate, the City will endeavor to assign the member to light duty.
- B. Permanent Incapacity. If a member is determined by an appropriate medical professional to be permanently unable to perform his or her normal job functions, the Association and the City agree that the member may be terminated, subject to grievance/arbitration procedures.
  - 1. For a period of twelve (12) months following the finding of permanent incapacity, if a position exists within the PSEA Unit that the permanently incapacitated member qualifies for and can perform they will be given preference in the hiring process for that position. It will be the responsibility of the member to monitor potential job openings and apply.
- C. Nothing in this section abrogates any provision of Workers' Compensation law or rules or any requirements of state or federal law.

## **Section 9.4 Work Related Injuries.**

- A. Members who suffer an injury or disability which is covered under the provisions of state Workers' Compensation shall be entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. In the event that competent medical authority deems that an employee will not ever be able to perform their regular assigned tasks, they shall be separated on the same basis as a layoff due to a reduction in force; subject to recall to a position which is within their ability to perform without job modification, and at the appropriate pay rate generally accorded the new position.
- B. A paid administrative leave of absence for up to twelve (12) consecutive months from the date of the discovery of an initial injury/illness shall be provided for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. In such instances, the member may be assigned work at the discretion of the department providing such work assignment does not adversely affect the nature of the illness or injury. Should it be determined the member shall not be eligible to return to full duty and applies for retirement, and retirement is granted prior to the twelve (12) months expiration of administrative leave, the department's obligation under this provision shall then be nullified. It is the intent of this provision that a member would be fully compensated for that period of time covered by administrative leave. Members will retain their Workers Compensation check and notify Payroll of any change in status or compensation. When the member returns to duty, to insure the member's PERS contributions are made whole, the member will complete the PERS Workers Compensation and LWOP Claim and Verification form and submit to the PERS Administrator. When the PERS Administrator determines the member's indebtedness the member will submit a copy of the memo from the PERS Administrator with the indebtedness amount to Payroll. Payroll will work with the member to set up a payroll deduction for repayment or lump sum payment. In the event a lump sum payment is issued it is incumbent upon the member to pay the PERS indebtedness amount directly to the PERS Administrator.

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

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



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

**Section 9.5 Physical Examination.** Each member will be provided the opportunity to have a biennial physical examination, beginning during their second year of employment, by an appropriate medical professional. The examination will consist of a list of specific items to be determined by a joint labor-management committee solely to determine fitness for duty. The City will pay all costs of this examination, without the consideration of the member's health insurance. The City shall not receive or maintain any report of the employee's examination, other than to be notified if the member is not fit for duty.

**Section 9.6 "For Cause" Examinations.** When, in the opinion of the City, there arises a documented incident or incidents which raise specific questions as to the physical, mental or psychological ability of an employee to perform their normal work assignments, an examination, including all relevant controlled substance test procedures, by an appropriate medical professional may be ordered by the City.

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

For the purposes of Sections 9.4, 9.5 and 9.6, an "appropriate medical professional" means a licensed physician or a licensed physician's assistant if the employee's physical ability to perform normal work assignments is in question, or a licensed psychiatrist or licensed psychologist if the employee's mental or psychological ability to perform normal work assignments is in question.

**Section 9.7 Indemnification.**

A. In the event any claim or claims are made by a person or persons against any employee for actions done while in the scope of employment covered by the

terms of this Agreement, the claim shall be defended by the City and any liability which is incurred by an employee covered by this Agreement as a result of the claim or claims shall be paid by the City. Any claim or claims, or liability resulting there from, shall not be paid by the City if the claim or claims are based upon acts or omissions of any employee resulting from recklessness, gross negligence or intentional misconduct.

- B. In the event the City resolves an action or claim involving a member for purely pragmatic reasons not involving any misbehavior by the member, the City will issue a letter to the member stating the reasons for the settlement, with a copy placed in the member's personnel file.
- C. This section shall be read in conjunction with the terms of any City ordinance providing for indemnification of City employees and the protection of both this section and the ordinance shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the employee shall prevail.

**Section 9.8 Training.** The City will endeavor to provide commissioned officers and dispatch personnel with forty (40) hours per year of APSC Certified Training or the functional equivalent, excluding firearms qualifications, and state or federally mandated training such as Haz-mat and Blood Borne Pathogen training that are not discretionary and will be provided.

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

**Section 9.9** The City shall make every effort to provide adequate parking facilities and electrical connections for head bolt heaters for employees' personal vehicles at existing installations. Parking and electrical connections for head bolt heaters shall be provided at no charge to employees at any newly constructed facility. The City shall make every effort to provide adequate parking facilities and electrical connections for head bolt heaters at any facility leased hereafter.

**Section 9.10 Conduct Based Investigations.**

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

B. Investigation of conduct subject to criminal action only.

- 1) If a member is under investigation by the City, whether instituted by the City or as a result of a complaint being filed against the member, and the member is interrogated or interviewed by the City agents for conduct that may subject the member to criminal prosecution, the member shall be given the same "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects.
- 2) A member's position with this Department shall not afford him/her any greater or lesser rights than are enjoyed by other citizens of this City and State when subject to criminal investigations or proceedings.
- 3) Any such investigation and interview/interrogation shall be conducted in accordance with existing criminal law and procedures then currently in effect in this State.

C. Investigation of conduct subject to both criminal and administrative actions.

- 1) If a member is under investigation, instituted by the Department or as a result of a complaint being filed against the member for alleged conduct that may result in both administrative actions (disciplinary or punitive) and criminal prosecution, the City shall not "merge" the criminal investigation and the administrative, but shall instead conduct separate and distinct investigations, each conducted by a different person. Prior to a criminal interview/interrogation the member shall be advised of the "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects. The member will also be informed when it is contemplated that the matter may be referred to a criminal prosecutor for review.
- 2) In the course of the administrative investigation of the allegation(s), a member refusing to respond to questions or submit to interview/interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the performance of his/her official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in his/her dismissal from the Department. Compelled statements so given in an administrative investigation will not be used against the member in any criminal prosecution, nor will the City provide any form of such statements to any other person or agency unless so ordered by a court of competent jurisdiction. In the event of demand for production of the contents of such statements, the City will notify the member of the demand, and will assert the privilege on behalf of the member.

- 3) All compelled statements given in the course of an administrative investigation may be used against the member in relation to any subsequent departmental administrative charges which may result in disciplinary or punitive actions against the member.
- 4) If the member so requests, any interview/interrogation will be suspended for a reasonable period of time to allow the Association representative or counsel to attend. The representative shall not be a person subject to the same or related investigation.
- 5) Any interview will be held at a mutually agreeable location provided by the City.
- 6) The interview shall be recorded and a transcript and copy of the recording shall be provided to PSEA.

D. Investigation of conduct subject to disciplinary or punitive action only.

- 1) If a member is under administrative (noncriminal) investigation instituted by the Department or as a result of a complaint being filed against the member for conduct that may subject the member to administrative disciplinary or punitive action only, the investigation will be conducted in accordance with the safeguards listed below.
- 2) When available the member shall be notified of the investigation in a timely fashion not to exceed one week (7 calendar days) from the time that the complaint is discovered by the Department Head, except for investigations of "on-going" type of conduct.
- 3) The member shall be informed of his/her rights as specified in this section as well as the name and authority of the officer in charge of the investigation. The member shall also be informed of the name of all persons who will be present during the interview/interrogation and questions shall be asked by no more than two (2) interviewers at any meeting.
- 4) Before an interrogation/interview is commenced, the member shall be informed of the nature of the investigation and provided a list of all known allegations. Except for anonymous complaints, the member shall be informed of the name(s) of all complainants.
- 5) The member shall not be subjected to offensive language or threatened with punitive actions, except that a member refusing to respond to questions or submit to interview-interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the

performance of his/her official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in his/her dismissal from the Department.

- 6) The member is entitled to have present at an interview/interrogation an Association representative or counsel selected by PSEA. The Association representative may question the member as well as offer rebuttal as necessary. The representative shall not be a person subject to the same or related investigation.
- 7) If, prior to or during the interview/interrogation of a member, it is deemed that he/she will be charged with a criminal offense, the member will be immediately informed of the "Rights Warning" that is then currently in use by police officers of this City when conducting custodial criminal interviews of suspects and a separate criminal investigation shall be initiated in accord with Article 9, Section 12.
- 8) In the event that the City chooses to proceed criminally against the member for a violation of the law and the member so requests, the interview/interrogation will be suspended for a reasonable period of time to allow the Association representative or counsel to attend. The representative shall not be a person subject to the same or related investigation.
- 9) The member or the City may record the interview/interrogation after advising that a recording will be made and each shall have access to other's recording, if any are made.
- 10) The member is entitled to a copy of the completed investigative report including any related existing transcripts of interviews/interrogations prior to the imposition of disciplinary or punitive action against the member.

#### E. General Administrative Investigations Guidelines.

- 1) All administrative investigations conducted by the Department involving allegations against its members shall adhere to these general guidelines.
- 2) All administrative investigations and their outcomes shall be treated as personnel matters and as such shall be confidential provided that a generic notice of the outcome of disciplinary actions shall be made available for review by Department employees without identifying information.
- 3) Investigation of conduct shall be conducted in a timely manner without unnecessary delay.

- 4) Nothing in this Agreement shall abridge the right of a supervisor at any level to counsel with, advise or admonish a member under his/her command in private.
- 5) No promise of reward shall be made as an inducement to answering any question.
- 6) Any interrogation/interview must be conducted at a reasonable hour, preferably at a time when the member is on duty, or during the normal waking hour of the member, unless the seriousness of the investigation requires otherwise.
- 7) The interview shall only be voice recorded; video recording will only be used upon prior "case by case" written approval of the Department Head. A transcript and copy of the interview shall be provided by the City to PSEA.
- 8) The interview shall be held at a location provided by the City that is mutually agreeable to both PSEA and the City.
- 9) No PSEA elected official shall be compelled to testify about any knowledge that he or she has gained as a result of his or her office.
- 10) The interview/interrogation shall allow the member to attend to bodily functions as necessary.
- 11) The member shall be compensated at the overtime rate if the interview/interrogation is conducted at a time other than the employee's working hours. However, the City may, at the discretion of the Department Head, reassign a member under investigation to administrative duties, Monday through Friday, 0800 to 1700 hours for the duration of the investigation.
- 12) The Association is entitled to a copy of the completed investigation report including any related existing transcripts of interviews/interrogations prior to the impositions of disciplinary or punitive action against the member. Materials shall be provided to PSEA upon completion of any investigation.
- 13) All administrative investigations will include one of the following dispositions for each allegation:
  - a) **SUBSTANTIATED (or "Sustained")**: Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.

- b) **UNSUBSTANTIATED (or “Not Sustained”)**: Means that there was insufficient evidence to prove or disprove the allegation.
- c) **EXONERATED**: Means that the act alleged did occur but the member's actions were lawful and proper.
- d) **UNFOUNDED**: Means that the act alleged did not occur.
- e) **OTHER MISCONDUCT NOTED**: Means the investigation revealed an act of misconduct or violation not alleged in the complaint.

**Section 9.11 Reserved.**

**Section 9.12 Reserved.**

**Section 9.13 Use of Lie Detector Devices.** No member may be compelled to submit to a Lie Detector exam against his/her will. The exercise of this right may not in any way be used against the member in any disciplinary action nor will testimony or evidence of the refusal be admissible at a subsequent hearing, trial or other proceeding. This does not preclude the use of a Lie Detector Device where the member and the Department mutually agree to its use nor does it mandate that a member has a right to demand a Lie Detector Examiner investigation.

**Section 9.14 Financial Disclosure.** No member may be required to disclose personal information, including but not limited to property possessed, sources and amounts of income, debts, and personal or domestic expenditures (including those of any member of his/her family or immediate household), unless any of the following conditions exist:

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

**Section 9.15 Searches.** No member shall be subject to unreasonable search and seizure. Members shall enjoy the right to privacy in their individual work areas, lockers, electronic devices maintained by the employee for work purposes or other space provided by the Department except that searches of these areas may be conducted in the member's presence; or with the member's consent; or

with a valid search warrant; or when the member has been notified in advance (at least 24 hours) that a search will be conducted. This provision shall not prevent the Department from conducting routine inspections of work areas, break areas, locker rooms, vehicles, and other Department owned or leased facilities and equipment, for cleanliness, neatness, serviceability, compliance with directives and other needs of the Department for the welfare of its members and successful completion of its mission. Nothing in this section shall prevent the Department from retrieving equipment, reports or other items needed for the continuance of operation from a member's locker or other secured space when the member is not available.

**Section 9.16 Political Activities.**

- A. All members are prohibited from engaging in political activities at any time while in uniform.
- B. All members are prohibited from engaging in political activity while on duty.
- C. The Department may prohibit or restrict members from using the Department's premises for political activities without permission of the Department Head.
- D. All employees are prohibited from soliciting political contributions from fellow employees or those on eligibility list(s), other than in connection with ballot measures affecting their wages, hours and working conditions, except that they may make appeals for any kind of political contributions to the public generally, even though this may include fellow employees.

**Section 9.17 Revocation of Driver's License.** No Employee may be deprived of pay or seniority based upon the revocation of his or her driver's license for a violation or violations of the law which result from the direct orders of his or her superior to specifically commit such violation or violations.

**Section 9.18 Break Areas.** The parties agree that the Employer shall provide areas designated as non-smoking "Employee Break Areas" which shall be large enough to accommodate the employees using such areas. Association members are encouraged to make suggestions to the Employer as to the location of acceptable areas.

**Section 9.19 Work Environment.** The City shall provide adequate ventilation, temperature controls, sanitary facilities, space and privacy.

**Section 9.20 Political Pressure.** In accordance with Section 4.4 of the City Charter, except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Mayor and neither the Council nor any member thereof shall give orders to any subordinates of the



City Mayor. No employee shall be subjected to any disciplinary action by the City Council or its members.

**Section 9.21 Deferred Compensation.** Employees covered by this Agreement shall continue to be eligible to participate in the City's deferred compensation programs.

**ARTICLE 10  
SCHEDULE AND PAY RULES - POLICE**

**Section 10.1 GENERAL RULES.**

- A. WORK WEEK - The work week in this Agreement shall consist of a thirty – six (36) to forty (40) hours minimum in pay status from the start of the employee's regularly scheduled duty day unless a mutually agreed alternative schedule is in place.
- B. REPORTING LATE FOR DUTY - When members report for work later than the scheduled starting time, they shall be placed on leave without pay for the period of their absence and their finishing time will not be extended to make up for the lost time. Periods of less than one-quarter (1/4) hour shall be deducted in quarter hour (1/4) increments.
- C. CONSECUTIVE DAYS OFF - Regardless of schedule worked, each member shall be entitled to regularly scheduled days off each week. The numbers of days off are defined by the schedule the employee works.
- D. SPECIAL ASSIGNMENT SCHEDULES - Members volunteering for special assignments may be assigned a work week by the City, consistent with the mission of that specific assignment.
- E. SHIFT SWAPS - Shift swaps, to be used as a judicious management tool, are allowed under this Agreement if approved by the Department Head.
- F. TIME OFF BETWEEN SHIFTS – Each member shall have a minimum of eight (8) hours off duty from the time their last shift ends until the next scheduled shift begins. An exception to this rule is Court Duty.
- G. MAXIMUM CONSECUTIVE HOURS WORKED - Except for work performed in an emergency or life-threatening situation, no member may routinely work more than fourteen (14) consecutive hours if other employees are available. The parties further agree that there are situations, such as shift change day and certain days for the relief dispatcher and sergeant, where a member will occasionally be required to work more than 12 non-consecutive hours in a day.
- H. SHIFT BIDDING - Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced into a situation where they were required to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. Shift preference shall be used to bid each shift as provided in this section and subsections. There will be quarterly shift rotations. No member shall remain on the same shift more than three consecutive rotations.

1. SUPERVISION BY A FAMILY MEMBER - Employees may not bid a shift which would require them to be evaluated or evaluate a spouse, parent, child, sibling or any member of that employee's household. This provision applies to shift, not overtime bidding. However, the Department Head shall have the ability to require either to move to a different shift.
  2. SHIFT BID POSTING REQUIREMENTS - Shift schedules and tour assignments shall be posted no later than six (6) months prior to the commencement of the applicable tour of duty. Leave shall not be denied should the department be unable to meet this deadline.
- I. HARDSHIP REQUEST - Upon application of a member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.
- J. PERSONNEL ASSIGNMENTS –
1. DISCIPLINARY REASSIGNMENT - Members who are demoted or reassigned as the result of a disciplinary action shall be reassigned a shift until the next regularly scheduled preference bid.
  2. TEMPORARY ASSIGNMENTS - Temporary assignments, except for training duties or operational necessity, shall not exceed three years.
    - a. VOLUNTARY VACANCY OF TEMPORARY ASSIGNMENT - Members voluntarily electing to leave a temporary assignment early shall be assigned a shift until the next regularly scheduled preference bid.
    - b. INVOLUNTARY VACANCY OF TEMPORARY ASSIGNMENT - A member leaving such a position other than for the reasons stated above (i.e., non-disciplinary forced transfer) will be allowed to bid for a rotation which is more than thirty (30) days from its start date.
  3. NEW HIRES SHIFT ASSIGNMENT - Newly hired probationary employees shall be assigned a duty schedule by the City.
  4. PLAN FOR INDIVIDUAL IMPROVEMENT SCHEDULING - Employees placed on a "Plan for Individual Improvement" shall be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference shall be restored at the next shift bidding.
  5. TRAFFIC UNIT ASSIGNMENT - The department may assign officers, on a non-temporary basis, to the traffic unit, so long as those assigned

positions do not exceed more than one-half (1/2) of the overall unit strength.

### **Section 10.2 COURT ATTENDANCE.**

- A. ON-DUTY ATTENDANCE: Members required to appear for court as a result of actions performed in the line of duty shall suffer no loss in regular earnings, but shall be compensated during service at the member's rate of pay if on-duty. Any witness fees shall be turned over to the City.
- B. OFF-DUTY ATTENDANCE: If members are off-duty, they shall receive pay at the appropriate overtime rate with a two (2) hour minimum pay. The appearance requirement of the off-duty employee shall be limited to what is necessary to appear and attend at court.
- C. JURY DUTY: Any member who is required to serve on jury duty during a normally scheduled work day will be reassigned to dayshift for that day. Any payment for jury service will be signed over to the City and the member will receive their normal wage for that day. Should the member be excused from service, they are expected to report to their supervisor and complete the remaining hours of their work day.

### **Section 10.3 SHIFT DEFINITIONS AND SHIFT DIFFERENTIAL PAY.**

- A. DAY SHIFT - The "day" shift is any shift beginning between 0500 hours and 1159 hours. Shifts beginning during the "day" shift hours are paid no shift differential.
- B. SWING SHIFT - The "swing" shift is any shift beginning between 1200 hours and 1859 hours. Shifts beginning during the "swing" shift hours are paid a 4% shift differential.
- C. MIDNIGHT SHIFT - The "midnight" shift is any shift beginning between 1900 hours and 0459 hours. Shifts beginning during the "midnight" shift hours are paid an 8% shift differential.

### **Section 10.4 OVERTIME / PREMIUM PAY.**

(See also, Article 4 and sections 7.12(B) and 8.9)

- A. PAYMENT INCREMENTS - Overtime shall be measured in one-quarter (1/4) hour increments.
- B. FIRST DAY OF THE WEEK - For purposes of this section, the employee's first duty day establishes the first day of the week.

- C. EMPLOYEE'S TWENTY-FOUR HOUR DAY - For purposes of determining overtime, the employee's twenty-four (24) hour period begins at the commencement of the employee's duty assignment start time.
- D. PERSONAL LEAVE USED - Personal Leave, other than for injury or illness, taken during a day does qualify as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.
- E. SHIFT DIFFERENTIAL APPLIED TO OVERTIME - When a member works overtime hours on a shift that qualifies for shift differential pay, the City shall compute overtime pay on the basis of the following formula: Basic hourly rate plus shift differential, if any, multiplied by 1.5.
- F. WORK GREATER THAN 12 HOURS IN A 24 HOUR PERIOD - Those hours of work over twelve (12) hours (13 consecutive hours for those working 12 hour shifts) in any employee's 24 hour day will be paid at the basic rate plus shift differential multiplied by two (2).
- G. WORK GREATER THAN 12 CONSECUTIVE HOURS - Those hours of work over twelve (12) consecutive hours (13 consecutive hours for those working 12 hour shifts) will be paid at the basic rate plus shift differential multiplied by two (2).
- H. VOLUNTEERED OVERTIME - All volunteered overtime is paid at the basic rate, plus any shift differential, multiplied by 1.5.
- I. SHORT NOTICE VACANCIES - For purposes of this section, "short notice" means less than eight hours' notice from time of notification until the start time of the shift needing to be filled.
  - 1. FILLING VACANCY WITH ON-DUTY STAFF - When members are needed to meet personnel requirements on short notice, overtime will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of said classification members volunteer by seniority, the Department may require that the on-duty member with least seniority in the needed classification remain on duty until other personnel can be located and report for duty.
  - 2. FILLING VACANCY WITH OFF-DUTY STAFF - The member called on short notice to work overtime from off duty status shall be paid for actual overtime worked, with a minimum of two hours of overtime.
  - 3. FILLING VACANCY FOR 12 HOUR SHIFT SCHEDULE- When filling vacancies on a 12 hour schedule follow the medium notice procedure.

- J. MEDIUM NOTICE OVERTIME – (MORE THAN 8 HOURS BUT LESS THAN 72 HOURS) – When members are needed to meet personnel requirements known more than 8 hours but less than 72 hours prior to actual assignment.
  - 1. POSTING OF OVERTIME - Overtime will be offered in accordance with Long Notice. Overtime will be offered by posting and/or individual solicitation, in a manner agreed upon by both parties.
  
- K. LONG NOTICE OVERTIME - (GREATER THAN 72 HOURS NOTICE) - When members are needed to meet shift staffing requirements known at least seventy-two (72) hours prior to the actual assignment.
  - 1. POSTING OF STAFFING OVERTIME - Overtime will be determined by posting a volunteer overtime list. Overtime will be offered to employees bidding, based upon departmental needs, giving preference to classification seniority within the needed classifications.
    - a) Order of Officer Staffing:
      - (1) Police Officer
      - (2) Sergeants
      - (3) Lieutenants
      - (4) Detectives
    - b) Order of Supervising Staffing:
      - (1) Lieutenants
      - (2) Sergeants
  
- L. SPECIAL MISSION OVERTIME - The Department may assign overtime for specific missions of limited duration based upon the qualifications of the member and/or the specific needs of the assignment; i.e., polygraph, prior drug training, prostitution cases, etc.
  
- M. OTHER OVERTIME – All other overtime shall be bid out based upon departmental seniority.
  
- N. NO VOLUNTEERS / FORCED OVERTIME - In the event no volunteers are obtained in the above processes, then overtime shall be assigned in order of inverse order of seniority. However, absent an emergency or life-threatening situation and to avoid employee "burnout", no member will routinely work more than fourteen (14) consecutive hours nor be forced to work overtime on all of their off duty days. In such instances, the next least senior member may be assigned to work.
  
- O. ERRORS IN AWARDING OVERTIME - Should the City, by error or omission, violate the provisions of this section by failing to offer overtime work to a senior eligible member who could have worked the overtime, then the overtime work shall be

offered to senior member(s) at a mutually agreeable time, for the same number of hours originally worked. An overtime situation need not exist for this time to be worked.

- P. MINIMUM CALL BACK RATE - Members reporting to work and not put to work shall receive two (2) hours pay at their regular rate unless notified not to report at the end of their previous work day or two (2) hours prior to the start of the shift.

**Section 10.5 SPECIAL MISSION ASSIGNMENTS.** The Department Head shall designate members and determine the call-out of special elements of the department, i.e., Tactical Team, Sexual Assault Unit, Traffic Units, Canine Units. Flexible scheduling is an essential element of these units.

**Section 10.6 COMPENSATORY TIME OFF.** Except for grant funded positions or assignments where compensatory time is not reimbursed, compensatory time off in lieu of overtime may be accrued, at the member's discretion, at the appropriate overtime rate. Compensatory time off shall be taken at mutually agreeable times.

- A. COMPENSATORY TIME CASH OUT - Any compensatory time earned must be taken during the calendar year in which it is earned or paid at the end of that calendar year.
- B. COMPENSATORY TIME CARRY OVER FOR NEW MEMBERS - Members, during their first three years of employment, with notice to Payroll will be allowed to carry over up to 80 hours of compensatory time, but they will be required to either take or cash out all accumulated compensatory time by December 31 of the year following the third anniversary of their date of hire.
- C. REQUESTING TO CARRY OVER COMPENSATORY TIME - Members may be allowed to carry over compensatory time into the following year with approval from the Mayor.
- D. PAYMENT ON SEPARATION FROM SERVICE - Should a member separate from service for any reason, the member's compensatory time shall be paid at termination at the dollar value in effect at the date of termination.

**Section 10.7 MEAL BREAK.** A meal break of thirty (30) minutes shall be allowed on each shift. Those employees who are subject to recall to work on their meal break shall be considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member shall be given the chance or opportunity to eat as time permits.

- A. MEAL BREAK COMPENSATION - Members shall be paid fifteen dollars (\$15.00) in meal compensation if they worked two (2) hours beyond their scheduled shift.

**Section 10.8 RELIEF BREAKS.** All members shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift, and fifteen (15) minutes during the second (2nd) half of the shift. When working overtime, paid relief breaks of fifteen (15) minutes shall be taken every two (2) hours. When working other than a regular shift, fifteen (15) minute relief breaks may be taken every two (2) hours. Personnel working a 12 hour shift schedule will be afforded a third relief break.

**Section 10.9 TIME CHANGES.** When time changes to or from Alaska Standard Time, members shall be paid only for actual hours worked.

**Section 10.10 TRAINING REQUIREMENT.** Any person hired to perform the duties of any position covered by this Agreement shall successfully complete training and be capable of performing all required duties of the position prior to working in solo capacity. Solo capacity shall mean working independently without direct supervision as determined by the Department Head.

**Section 10.11 OFFICER VEHICLE PROGRAM.** The parties agree to continue an officer vehicle availability program. The parties agree that the operation, continuation and guidelines of this program are at the City's discretion, after due regard to Association input.

**Section 10.12 POLICE PATROL SUPERVISION.** The City may continue the current practice of utilizing Sergeants as Shift Commanders on the assigned Lieutenant's RDOs and periods of leave.

A. SERGEANTS WORKING AS WATCH COMMANDER - Sergeants may not work shift commander overtime unless the overtime has been offered to and refused by all patrol shift Lieutenants first.

1. Pay Calculation - A Sergeant shall be paid at a 5% premium above his/her current base wage rate while working as acting Shift Commander.

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

**Section 10.13 POLICE ADMINISTRATION.**

A. DEPUTY CHIEF ASSIGNMENT - The Department Head may assign a Deputy Chief/s from the ranks of Lieutenants. Selection and term of service is based on criteria established by the Department Head. The Deputy Chief/s remains



in the Bargaining Unit.

1. The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to him/her by the Department Head. Except for any disciplinary action based upon just cause, the Deputy Chief maintains his/her normal classification of Lieutenant. The Deputy Chief will receive performance pay at ten percent (10%) above the base pay of a top step Lieutenant. The Deputy Chief will not be eligible for shift differential and will not retain patrol seniority for bidding purposes while in that assignment. All time accrued in that position will be credited upon their reassignment to another assignment. Reassignment of the Deputy Chief to another assignment will not reflect negatively against his/her personnel file and will not be considered a discredit on his service record.
- B. LIEUTENANT ASSIGNMENTS - Lieutenants assigned to positions other than Shifts (such as Investigations and Special Operations) shall serve a minimum two (2) year assignment. If mutually agreed upon by the City and the incumbent, the assignment may be extended up to a maximum of five (5) years. Except for just cause, Lieutenants in these assignments may not be removed prior to completion of a two (2) year assignment.

**Section 10.14 SUPERVISOR COMPENSATORY TIME.** The nature of the work in Patrol requires Lieutenants or Sergeants working as watch commanders to report in prior to their scheduled shift for briefing, and to routinely work beyond their shift to complete necessary duties. The Department agrees to credit each member referenced above with one-half (.5) hour comp per week if the member works up to 24 hours per work week in that capacity, or one (1) hour comp per week if the member works in excess of 24 hours in that capacity per week.

**Section 10.15 STANDBY.** Members may be required to periodically report their whereabouts in order to be available for work on short notice. In such instances, the member's names shall be placed on a standby roster for the designated period of time of such a requirement. Assignments to a standby roster as well as the direct callouts from such an assignment shall be equitably rotated among members normally required to perform the anticipated duties.

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

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work

performed by the member, and will be paid in addition to any applicable compensation in the event the member is recalled to duty. Members on standby status shall remain available by telephone and shall remain physically and mentally fit for immediate duty. Standby shall not be used to avoid maintaining minimum staffing levels as set by the Department.

### **Section 10.16 SCHEDULES.**

A. Implementation of the below schedules requires unanimous individual participation in the specific units for which it is intended to cover, i.e. patrol, investigations, and others. This agreement does not, however, require collective participation of all Department units.

#### **B. FORTY HOUR WORK WEEK:**

##### **1. FIVE DAYS, EIGHT HOUR SHIFTS.**

- a) For members who work a five/eight shift, all work performed in excess of forty (40) hours within a week or eight (8) hours within a twenty-four hour period shall be paid at one and one-half (1.5) times the basic rate of pay.
- b) Any required overtime that deprives the member working 5/8s of 24 consecutive hours off shall be paid at the basic rate plus shift differential times two.

##### **2. FOUR DAYS, TEN HOUR SHIFTS.**

- a) A mutually agreeable alternative to the normal five (5) day, eight (8) hour work week shall be four (4) work days preceded or followed by three (3) consecutive days off. The member is guaranteed four (4) ten (10) hour days within the work week provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The four-day work week shall consist of four (4) ten (10) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a ten (10) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding ten (10) hours in work status per day.
- b) A designated holiday will be observed on the calendar day for which it falls for all shift assigned employees. For routine work week employees assigned to the 4/10 alternative, if the holiday falls on the employee's first or second regularly scheduled day off, it will be observed on the last regular scheduled day of work in that week. If

the holiday falls on the employee's third regularly scheduled day off, it shall be observed on the following day.

- c) Restrictions: Scheduling shall be arranged so that each member is normally afforded a minimum of sixty (60) consecutive hours of off-duty time during days off. Except for emergencies or life-threatening circumstances, no member may routinely work more than fourteen (14) consecutive hours if other employees are available.
- d) A member who works a 4/10 schedule shall be paid overtime for all hours worked in excess of ten (10) hours in a day.
- e) Any member who is required to work any hours which prevents them from having forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.

### C. 36 HOUR WORK WEEK:

1. Overall Description: In its simplest form, the program is intended to merely redefine the work week down from 40 hours to 36 hours leaving all other provisions of the Agreement intact. Specifically:
  - a) Leave accrual remains as provided in the Agreement.
  - b) PERS time-in-service accrual remains unaffected, and the City would continue to make contributions as normal (though perhaps based on a smaller reported income).
  - c) All seniority provisions and accrual remains as currently specified, to include all applicable bidding processes.
2. Other mutually agreed upon schedules are permitted in addition to those below on a limited basis for operational necessity.
3. FOUR DAY, NINE HOUR SHIFTS.
  - a) The member is guaranteed four (4) nine (9) hour days within the work week provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The four-day work week shall consist of four (4) nine (9) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a nine (9) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding nine (9) hours in work status per day.

- b) A designated holiday will be observed on the calendar day for which it falls for all shift assigned employees. For routine work week employees assigned to the 4/9 alternative, if the holiday falls on the employee's first or second regularly scheduled day off, it will be observed on the last regular scheduled day of work in that week. If the holiday falls on the employee's third regularly scheduled day off, it shall be observed on the following day.
- c) Restrictions: Scheduling shall be arranged so that each member is normally afforded a minimum of sixty (60) consecutive hours of off-duty time during days off. Except for emergencies or life-threatening circumstances, no member may routinely work more than fourteen (14) consecutive hours if other employees are available.

#### 4. THREE DAY, TWELVE HOUR SHIFT

- a) The member is guaranteed three (3) twelve (12) hour days within the work week provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The three-day work week shall consist of three (3) twelve (12) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a twelve (12) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding twelve (12) hours in work status per day.
- b) A designated holiday will be observed on the calendar day for which it falls for all shift assigned employees. For routine work week employees assigned to the 3/12 alternative, if the holiday falls on the employee's first or second regularly scheduled day off, it will be observed on the last regular scheduled day of work in that week. If the holiday falls on the employee's third or fourth regularly scheduled day off, it shall be observed on the following day.
- c) Restrictions: Scheduling shall be arranged so that each member is normally afforded a minimum of eighty-four (84) consecutive hours of off-duty time during days off. Except for emergencies or life-threatening circumstances, no member may routinely work more than fourteen (14) consecutive hours if other employees are available.

- 5. Overtime: The nature of the 36 hour work week brings with it some modifications to how overtime can be administered. The following list describes specific overtime provisions that are unique to the 36 hour

work week.

a) FOUR DAY, NINE HOUR SHIFTS

- (1) When measured **weekly**, overtime will accrue after a full 40 hours of duty have been performed; however rules governing overtime in a day and/or consecutively will apply.
- (2) When measured **daily**, overtime accrues at this rate: Those hours of work (a) over 9 consecutive hours up to 12 hours, or (b) up to 12 hours in any day will be paid at the basic rate plus shift differential multiplied by one and a half. Those hours of work (a) over 12 hours in any day, or (b) those hours of work over 12 consecutive hours, will be paid at the basic rate plus shift differential multiplied by two.
- (3) Any hours which a member is required to work during their weekend which prevents the employee from having forty-eight consecutive hours off will be paid at the base rate plus shift differential times two. Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

b) THREE DAY, TWELVE HOUR SHIFT

- (1) When measured **weekly**, overtime will accrue after a full 40 hours of duty have been performed; however rules governing overtime in a day and/or consecutively will apply.
- (2) When measured **daily**, overtime accrues at this rate: Those hours of work (a) over 12 consecutive hours up to 13 hours, or (b) over 12 hours in any day up to 13 hours, will be paid at the basic rate plus shift differential multiplied by one and a half. Those hours of work (a) over 13 hours in any day, or (b) those hours of work over 13 consecutive hours, will be paid at the basic rate plus shift differential multiplied by two.
- (3) Any hours which a member is required to work during their weekend which prevents the employee from having forty-eight consecutive hours off will be paid at the base rate plus shift differential times two. Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

6. Miscellaneous Provisions:

- a) The 36-hour work week will be in place for a minimum of one year from the signing of this Agreement. With 90-days' notice, either party can choose to end the 36-hour shift schedule. If the City ends the new shift schedule, PSEA will return to a 4/10 shift schedule retaining a 0.28% wage increase for each month the 36 hour shift schedule was in place. If PSEA ends the new shift schedule, PSEA will return to a 4/10 shift schedule retaining a 0.20% wage increase for each month the 36 hour shift schedule was in place. Moreover, if this happens and there is one or more years remaining on this Agreement, the parties agree to re-open negotiations on wages for the remaining year(s) of this Agreement.
- b) Field Training: The 3/12 schedule is an inappropriate schedule for any type of field training. It is the department's resolute policy to provide recruits with the best training possible, which includes matching up the most appropriate FTO with the individual recruit. This requires that the department reserve the right to remove an FTO from the 3/12s schedule temporarily, and only for the amount of time necessary, to properly train new employees. All effort will be made to minimize this disruption.

**ARTICLE 11**  
**SCHEDULE AND PAY RULES - DISPATCH**

**Section 11.1 GENERAL RULES.**

- A. WORK WEEK - The work week in this Agreement shall consist of a thirty – six (36) to forty-eight (48) hours minimum in pay status from the start of the employees regularly scheduled duty day unless a mutually agreed alternative schedule is in place.
- B. REPORTING LATE FOR DUTY - When members report for work later than the scheduled starting time, they shall be placed on leave without pay for the period of their absence and their finishing time will not be extended to make up for the lost time. Periods of less than one-quarter (1/4) hour shall be deducted in quarter hour (1/4) increments.
- C. CONSECUTIVE DAYS OFF - Regardless of schedule worked, each member shall be entitled to regularly scheduled days off each week. The numbers of days off are defined by the schedule the employee works.
- D. SPECIAL ASSIGNMENT SCHEDULES - Members volunteering for special assignments may be assigned a work week by the City, consistent with the mission of that specific assignment.
- E. SHIFT SWAPS - Shift swaps, to be used as a judicious management tool, are allowed under this Agreement if approved by the Department Head.
- F. TIME OFF BETWEEN SHIFTS – Each member shall have a minimum of eight (8) hours off duty from the time their last shift ends until the next scheduled shift begins. An exception to this rule is Court Duty.
- G. MAXIMUM CONSECUTIVE HOURS WORKED - Except for work performed in an emergency or life-threatening situation, no member may routinely work more than fourteen (14) consecutive hours if other employees are available. The parties further agree that there are situations, such as shift change day and certain days for the relief dispatcher and sergeant, where a member will occasionally be required to work more than 12 non-consecutive hours in a day.
- H. SHIFT BIDDING - Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced into a situation where they were required to work the same tour beyond three tour rotations, that member may be bumped up in seniority for that one tour bid. Shift preference shall be used to bid each shift as provided in this section and subsections. There will be quarterly shift rotations. No member shall remain on the same shift more than three consecutive rotations.

1. SUPERVISION BY A FAMILY MEMBER - Employees may not bid a shift which would require them to be evaluated or evaluate a spouse, parent, child, sibling or any member of that employee's household. This provision applies to shift, not overtime, bidding. However, the Department Head shall have the ability to require either to move to a different shift.
  2. SHIFT BID POSTING REQUIREMENTS - Shift schedules and tour assignments shall be posted no later than six (6) months prior to the commencement of the applicable tour of duty. Leave shall not be denied should the department be unable to meet this deadline.
- I. HARDSHIP REQUEST - Upon application of a member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.
- J. PERSONNEL ASSIGNMENTS –
1. DISCIPLINARY REASSIGNMENT - Members who are demoted or reassigned as the result of a disciplinary action shall be reassigned a shift until the next regularly scheduled preference bid.
  2. TEMPORARY ASSIGNMENTS - Temporary assignments, except for training duties or operational necessity, shall not exceed three years.
    - a. VOLUNTARY VACANCY OF TEMPORARY ASSIGNMENT - Members voluntarily electing to leave a temporary assignment early shall be assigned a shift until the next regularly scheduled preference bid.
    - b. INVOLUNTARY VACANCY OF TEMPORARY ASSIGNMENT - A member leaving such a position other than for the reasons stated above (i.e. non-disciplinary forced transfer) will be allowed to bid for a rotation which is more than thirty (30) days from its start date.
  3. NEW HIRES SHIFT ASSIGNMENT - Newly hired probationary employees shall be assigned a duty schedule by the City.
  4. PLAN FOR INDIVIDUAL IMPROVEMENT SCHEDULING - Employees placed on a "Plan for Individual Improvement" shall be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference shall be restored at the next shift bidding.

## **Section 11.2 COURT ATTENDANCE.**



- A. ON-DUTY ATTENDANCE: Members required to appear for court as a result of actions performed in the line of duty shall suffer no loss in regular earnings, but shall be compensated during service at the member's rate of pay if on duty. Any witness fees shall be turned over to the City.
- B. OFF-DUTY ATTENDANCE: If members are off-duty, they shall receive pay at the appropriate overtime rate with a two (2) hour minimum pay. The appearance requirement of the off-duty employee shall be limited to what is necessary to appear and attend at court.
- C. JURY DUTY: Any member who is required to serve on jury duty during a normally scheduled work day will be reassigned to dayshift for that day. Any payment for jury service will be signed over to the City and the member will receive their normal wage for that day. Should the member be excused from service, they are expected to report to their supervisor and complete the remaining hours of their work day.

**Section 11.3 SHIFT DEFINITIONS AND SHIFT DIFFERENTIAL PAY.**

- A. DAY SHIFT - The "day" shift is any shift beginning between 0500 hours and 1159 hours.
- B. SWING SHIFT - The "swing" shift is any shift beginning between 1200 hours and 1859 hours.
- C. MIDNIGHT SHIFT - The "midnight" shift is any shift beginning between 1900 hours and 0459 hours

**Section 11.4 OVERTIME / PREMIUM PAY.**

(See also, Article 4 and sections 7.12(B) and 8.9)

- A. PAYMENT INCREMENTS - Overtime shall be measured in one-quarter (1/4) hour increments.
- B. FIRST DAY OF THE WEEK - For purposes of this section, the employee's first duty day establishes the first day of the week.
- C. EMPLOYEE'S TWENTY-FOUR HOUR DAY - For purposes of determining overtime, the employee's twenty-four (24) hour period begins at the beginning of the employee's scheduled normal duty start time.
- D. PERSONAL LEAVE USED - Personal Leave, other than for injury or illness, taken during a day does qualify as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.

- E. SHIFT DIFFERENTIAL APPLIED TO OVERTIME - When a member works overtime hours on a shift that qualifies for shift differential pay, the employee will be paid the overtime rate plus applicable shift differential.
- F. WORK GREATER THAN 12 HOURS IN A 24 HOUR PERIOD - Those hours of work over twelve (12) hours (13 hours for those working in 12 hour shifts) in any employee's 24 hour day will be paid at the basic rate plus shift differential multiplied by two (2).
- G. WORK GREATER THAN 12 CONSECUTIVE HOURS - Those hours of work over twelve (12) consecutive hours (13 consecutive hours for those working 12 hour shifts) will be paid at the basic rate plus shift differential multiplied by two (2).
- H. VOLUNTEERED OVERTIME - All volunteered overtime is paid at the basic rate, plus any shift differential, multiplied by 1.5
- I. SHORT NOTICE VACANCIES - For purposes of this section, "short notice" means less than twenty-four hours' notice from time of notification until the start time of the shift needing to be filled.
  - 1. FILLING VACANCY WITH ON-DUTY STAFF - When members are needed to meet personnel requirements on short notice, overtime will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of said classification members volunteer by seniority, the Department may require that the on-duty member with least seniority in the needed classification remain on duty until other personnel can be located and report for duty.
  - 2. FILLING VACANCY WITH OFF-DUTY STAFF - The member called on short notice to work overtime from off duty status shall be paid for actual overtime worked, with a minimum of two hours of overtime.
- J. LONG NOTICE VACANCIES – For purposes of this section, "long notice" means greater than twenty-four hours notice from the time of notification until the start time of the shift needing filled.
  - 1. OVERTIME BIDDING-VOLUNTARY – Will be available for bidding known vacancies through the Auctions module of Telestaff. Auctions will be opened for bid as needed to fill vacancies
    - a) SIGN UP ALL – The Telestaff "Sign Up All" feature will be utilized for awarding any additional long term overtime after the initial monthly auction has been awarded. The senior member who has signed up

for the available shift will be awarded the overtime.

2. FORCED OVERTIME – For long notice overtime where no volunteers are obtained, the Telestaff “buckets” feature will be used to determine the appropriate employee to force for the vacancy.

a) QUALIFYING TIME FOR BUCKETS – For purposes of this Agreement, overtime of all types will be tallied in the employee’s time bucket. If either party desires to change the type of time used to calculate the time bucket, a change can be made on mutual agreement.

b) TIME PERIOD FOR BUCKETS – For purposes of this Agreement the time bucket will be reset to zero at the beginning of each rotation.

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

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

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

M. MINIMUM CALL BACK RATE - Members reporting to work and not put to work shall receive two (2) hours pay at their regular rate unless notified not to report at the end of their previous work day or two (2) hours prior to the start of the shift.

**Section 11.5 COMPENSATORY TIME OFF.** Except for grant funded positions or assignments where compensatory time is not reimbursed, compensatory time off in lieu of overtime may be accrued, at the member's discretion, at the appropriate overtime rate. Compensatory time off shall be taken at mutually agreeable times.

A. COMPENSATORY TIME CASH OUT - Any compensatory time earned must be taken during the calendar year in which it is earned or paid at the end of that calendar year.

- B. COMPENSATORY TIME CARRY OVER FOR NEW MEMBERS - Members, during their first three years of employment, with notice to Payroll will be allowed to carry over up to 80 hours of compensatory time, but they will be required to either take or cash out all accumulated compensatory time by December 31 of the year following the third anniversary of their date of hire.
- C. REQUESTING TO CARRY OVER COMPENSATORY TIME - Members may be allowed to carry over compensatory time into the following year with approval from the Mayor.
- D. PAYMENT ON SEPARATION FROM SERVICE - Should a member separate from service for any reason, the member's compensatory time shall be paid at termination at the dollar value in effect at the date of termination.

**Section 11.6 MEAL BREAK.** A meal break of thirty (30) minutes shall be allowed on each shift of eight (8) hours or greater in duration. Those employees who are subject to recall to work on their meal break shall be considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member shall be given the chance or opportunity to eat as time permits.

- A. MEAL BREAK COMPENSATION - Members shall be paid fifteen dollars (\$15.00) in meal compensation if they worked two (2) hours beyond their scheduled shift.

**Section 11.7 RELIEF BREAKS.** All members shall be allowed two (2) fifteen (15) minute breaks for every eight (8) hours worked and one (1) additional fifteen (15) minute break for each additional four (4) hour increment.

**Section 11.8 TIME CHANGES.** During Daylight Savings Time changes, members shall be paid only for actual hours worked.

**Section 11.9 TRAINING REQUIREMENT.** Any person hired to perform the duties of any position covered by this Agreement shall successfully complete training and be capable of performing all required duties of the position prior to working in solo capacity. Solo capacity shall mean working independently without direct supervision as determined by the Department Head.

**Section 11.10 SHIFT LEADS ACTING AS DEPARTMENT HEAD.** Recognizing the FECC provides services well beyond the City of Fairbanks and the critical mission of the Communications center, the parties agree to continue the use of Shift Leads acting as the Department Head during absences.

- A. When the Department Head is unavailable for more than twelve (12) hours to

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

- B. During normal work hours, the Acting Dispatch Center Department Head will receive a premium equal to 5% of their normal hourly wage. This premium shall be included in the calculation of applicable overtime at the Agreement rate during periods acting as the Department Head.
- C. Standby provisions as outlined in section 11.13 shall apply to times when the Acting Dispatch Center Department Head is not on duty but available to report to work as needed.

**Section 11.11 ACTING SHIFT LEADS.** Acting Shift Leads may be utilized on a continuing basis for a period up to twelve (12) months, which may be extended by mutual consent. Acting Shift Leads shall enjoy all emoluments of regular Shift Leads during the period he/she is in acting capacity.

**Section 11.12 SUPERVISOR COMPENSATORY TIME.** The nature of the work in Dispatch requires Shift Leads to routinely work beyond their shift to complete necessary duties. The department agrees to credit each Shift Lead with one-half (.5) hour comp per week if the member works up to 24 hours per work week, or one (1) hour comp per week if the member works in excess of 24 hours per week.

**Section 11.13 STANDBY.** Members may be required to periodically report their whereabouts in order to be available for work on short notice. In such instances, the member's names shall be placed on a standby roster for the designated period of time of such a requirement. Assignments to a standby roster as well as the direct callouts from such an assignment shall be equitably rotated among members normally required to perform the anticipated duties.

- A. If a member is required to be on call for immediate recall to work, the member shall be paid one hour of pay at the overtime rate for each time period of twelve (12) hours or less of standby. When assigned to standby on a non-floating holiday, the member shall receive two hours of overtime for each time period of twelve (12) hours or less of standby.
- B. Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member, and will be paid in addition to any applicable compensation in the event the member is recalled to duty.

Members on standby status shall remain available by telephone and shall remain physically and mentally fit for immediate duty. Standby shall not be used to avoid maintaining minimum staffing levels as set by the Department.

**Section 11.14 SCHEDULES.**

A. Management reserves the right to implement blended schedules within units.

B. FORTY HOUR WORK WEEK SCHEDULES:

1. FIVE DAYS, EIGHT HOUR SHIFTS.

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

b) Any required overtime that deprives the member working 5/8s of 24 consecutive hours off shall be paid at the basic rate plus shift differential times two.

2. FOUR DAY, TEN HOUR SHIFTS.

a) A mutually agreeable alternative to the normal five (5) day, eight (8) hour work week shall be four (4) work days preceded or followed by three (3) consecutive days off. The member is guaranteed four (4) ten (10) hour days within the work week provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The four-day work week shall consist of four (4) ten (10) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a ten (10) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding ten (10) hours in work status per day.

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

c) Any member who is required to work any hours which prevents them from having forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.

C. FECC TWELVE-HOUR SCHEDULE WORK RULES.

1. A mutually agreeable alternative for FECC to the normal forty hour work week schedules (five (5) day, eight hour work week or four (4) day, 10

hour work week) shall consist of a work week of an alternating schedule of three (3) 12 hour consecutive work days, followed by four (4) consecutive days off, and four (4) 12 hour work days followed by three (3) consecutive days off.

2. Any member who is required to work any hours which prevents them from having forty-eight (48) consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 2.
3. There will be a total of 4 Shift Leads, with one being assigned to each shift.
4. Because the 12 hour work schedule has members working 36 hours one week and 48 hours the next, hours worked after the members regularly scheduled hours for the week will be paid at the appropriate overtime rate plus applicable shift differential.

#### D. THIRTY SIX HOUR WORK WEEK SCHEDULES:

1. Overall Description: In its simplest form, the program is intended to merely redefine the work week down from 40 hours to 36 hours leaving all other provisions of the Agreement intact. Specifically:
  - a) Leave accrual remains as provided in the Agreement.
  - b) PERS time-in-service accrual remains unaffected, and the City would continue to make contributions as normal (though perhaps based on a smaller reported income).
  - c) All seniority provisions and accrual remains as currently specified, to include all applicable bidding processes.
2. Other mutually agreed upon schedules are permitted in addition to those below on a limited basis for operational necessity.
3. FOUR DAY, NINE HOUR SHIFTS.
  - a) The four-day work week shall consist of four (4) nine (9) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a nine (9) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding nine (9) hours in work status per day.
  - b) A designated holiday will be observed on the calendar day for which it falls for all shift assigned employees.

- c) Restrictions: Scheduling shall be arranged so that each member is normally afforded a minimum of sixty (60) consecutive hours of off-duty time during days off. Except for emergencies or life-threatening circumstances, no member may routinely work more than fourteen (14) consecutive hours if other employees are available.

#### 4. THREE DAY, TWELVE HOUR SHIFT

- a) The member is guaranteed three (3) twelve (12) hour days within the work week provided he/she is ready, willing and able to work, unless suspended, on lay-off or on leave without pay. The three-day work week shall consist of three (3) twelve (12) hour work days. Hours worked on a normal workday shall be paid in accordance with the Agreement, based on a twelve (12) hour work day. Accordingly, members shall receive overtime compensation for all hours exceeding twelve (12) hours in work status per day.
- b) A designated holiday will be observed on the calendar day for which it falls for all shift assigned employees.
- c) Restrictions: Scheduling shall be arranged so that each member is normally afforded a minimum of eighty-four (84) consecutive hours of off-duty time. Except for emergencies or life-threatening circumstances, no member may routinely work more than fourteen (14) consecutive hours if other employees are available.

- 5. Overtime: The nature of the 36 hour work week brings with it some modifications to how overtime can be administered. The following list describes specific overtime provisions that are unique to 12-hour shifts:

#### a) FOUR DAY, NINE HOUR SHIFTS

- 1. When measured **weekly**, overtime will accrue after a full 40 hours of duty have been performed; however rules governing overtime in a day and/or consecutively will apply.
- 2. When measured **daily**, overtime accrues at this rate: Those hours of work (a) over 9 consecutive hours up to 12 hours, or (b) up to 12 hours in any day will be paid at the basic rate plus shift differential multiplied by one and a half. Those hours of work (a) over 12 hours in any day, or (b) those hours of work over 12 consecutive hours, will be paid at the basic rate plus shift differential multiplied by two.



3. Any hours which a member is required to work during his or her four-day weekend which prevents the employee from having forty-eight (48) consecutive hours off will be paid at the base rate plus shift differential times two. Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

b) THREE DAY, TWELVE HOUR SHIFT

1. When measured **weekly**, overtime will accrue after a full 40 hours of duty have been performed; however rules governing overtime in a day and/or consecutively will apply.
2. When measured **daily**, overtime accrues at this rate: Those hours of work (a) over 12 consecutive hours up to 13 hours, or (b) over 12 hours in any day up to 13 hours, will be paid at the basic rate plus shift differential multiplied by one and a half. Those hours of work (a) over 13 hours in any day, or (b) those hours of work over 13 consecutive hours, will be paid at the basic rate plus shift differential multiplied by two.
3. Any hours which a member is required to work during his or her four-day weekend which prevents the employee from having forty-eight consecutive hours off will be paid at the base rate plus shift differential times two. Where this provision may conflict with other straight time/overtime language, this provision shall prevail (in favor of the employee).

E. Miscellaneous Provisions:

1. The 36-hour work week will be in place for a minimum of one year from the signing of this Agreement. With 90-days' notice, either party can choose to end the 36-hour shift schedule. If the City ends the new shift schedule, PSEA will return to a 4/10 shift schedule retaining a 0.28% wage increase for each month the 36 hour shift schedule was in place. If PSEA ends the new shift schedule, PSEA will return to a 4/10 shift schedule retaining a 0.20% wage increase for each month the 36 hour shift schedule was in place. Moreover, if this happens and there is one or more years remaining on this Agreement, the parties agree to re-open negotiations on wages for the remaining year(s) of this Agreement.
2. Field Training: The 36 hour work week schedule is an inappropriate schedule for any type of field training. It is the Department's resolute policy to provide recruits with the best training possible, which includes

matching up the most appropriate FTO with the individual recruit. This requires that the Department reserve the right to remove an FTO from the 36 hour work week schedule temporarily, and only for the amount of time necessary, to properly train new employees. All effort will be made to minimize this disruption.

**ARTICLE 12**  
**HOLIDAYS**

**Section 12.1.** The following days shall be considered holidays with no deductions in pay:

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

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

**Section 12.2** Members will be paid for the scheduled holiday benefit, regardless of duty status, at the base hourly rate times the number of regularly scheduled hours. In addition, if a member works on a holiday, then the member will be paid at a Holiday Premium rate which is equal to the 1.5 times the base hourly rate of pay (plus shift differential, if applicable) for the number of regularly scheduled hours worked. After regular scheduled shift hours, normal overtime rules apply.

**Section 12.3** A designated holiday will normally be observed on the calendar day on which it falls, except that members who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday, and will observe the following Monday when the holiday falls on Sunday. Normally only those members designated in advance by the appropriate supervisor will be required to work on a designated holiday.

**Section 12.4** If a holiday falls during an employee's vacation or extended leave due to illness/injury, the employee shall receive holiday pay equal to that employee's regular scheduled shift for the holiday and shall not be charged leave time for that day. Regular employees on lay-off shall be paid holidays if they have worked or received compensation for any part of the month in which the holiday occurs.

**Section 12.5 Holiday Compensatory Time.** A member who works a holiday under this Article may elect to accrue compensatory time off at the appropriate rate in lieu of receipt of monetary payments pursuant to this Article.

**ARTICLE 13**  
**LEAVE**

**Section 13.1**

A. Personal Leave shall accumulate at the rate shown below. Employment for eight (8) or more days shall be considered employment for a full pay period for the purpose of computing personal leave.

1. One - Two Years: 160 hours per calendar year;
2. Three – Five Years: 200 hours per calendar year;
3. Over Five Years: 240 hours per calendar year.
4. Over 120 months: 300 hours per calendar year.

B. Members who have an annual leave balance that exceeds seven hundred fifty (750) hours as of the effective date of the Agreement shall be exempt from this provision until such time as their annual leave balance falls below seven hundred fifty (750) hours. Cash value of leave will not exceed seven hundred fifty (750) hours except for members exempt under this provision.

**Section 13.2 Leave Requests.** Scheduled personal leave may be taken at any time mutually agreeable to the Department Head, or designee, and the employee. When Personal Leave is used for illness the employee shall notify the supervisor not later than one (1) hour prior to the employee's scheduled reporting time. Such use of Personal Leave shall not be denied. The parties agree to work together to prevent the misuse of Personal Leave as sick leave.

**Section 13.3 Scheduled Personal Leave.**

A. Except in emergency situations, members' scheduled Personal Leave may be taken at a time agreeable with the employee and consistent with operational requirements. Vacation schedules shall be bid, and be awarded, by the amount of unused personal leave. The employee with the most Personal Leave on the date of a request, less any previously approved leave but unused, shall be number one for bid purposes. If Personal Leave is equal, classification seniority will determine priority. An employee shall notify the Department Head through his/her supervisor at least one (1) day in advance when not more than two (2) days of leave are desired, or at least one (1) week in advance when longer periods of leave are desired. Leave requests for periods of leave in excess of two (2) days shall be considered confirmed if not denied to the employee by the appropriate authority within five (5) working days of the request. The written denial shall be given to the employee.

- B. An employee's scheduled leave may be denied, canceled, or terminated by the Department Head when the leave is not consistent with operational requirements. In case of such denial, the leave will accrue until taken.
- C. Only earned leave may be requested or taken. Employees may not take scheduled Personal Leave until completing six months of service with the Department.
- D. Employees serving a probationary period on their original appointment leaving the City service without satisfactorily completing their probationary period shall not be entitled or compensated for any accrued leave.

**Section 13.4 Termination.** Upon termination of any employee covered by this Agreement, accrued Personal Leave shall be cashed out at 105% of then current value.

**Section 13.5 Draw down of Personal Leave.** Employees may elect to "cash out" leave hours at 105% of then current value, provided that members may not "cash out" below 80 hours. The "cashed out" hours will be included with the employee's next regular paycheck or directed to be deposited into the employee's Deferred Compensation account. Cash outs are not considered compensable hours for pension benefit payments, which will not be included in the cash out payment.

**Section 13.6 Exceptions Regarding Leave Cash Outs.**

- A. Employees electing to utilize their leave bank cash out for Deferred Compensation catch up shall be exempt from the hour limit on Personal Leave draw down.
- B. In the event of a financial, medical, or personal hardship affecting the employee or his or her spouse and/or dependents, or other special circumstances as approved by the Mayor, the employee shall upon request to the Employer receive payment for all accrued Personal Leave. If a dispute arises as to what constitutes a hardship, a Labor-Management Committee with two representatives from each party will convene. If the Committee's decision results in a tie, the Mayor will decide the issue. The employee shall receive payment within ten (10) working days of the request for payment.
- C. A laid off or reclassified employee who has bumped or moved into a lower paying job classification shall be credited with Personal Leave at the value it accrued on the day prior to reclassification.

**Section 13.7 Leave Without Pay.**

- A. At the request of the employee, the Mayor may grant an employee leave without pay when it is in the best interest of the City to do so.
- B. The employee request may be considered when the employee has shown by his or her record to be of more than average value to the City and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave of absence at the discretion of the Department Head and with the prior written approval of the Mayor, the employee's position may be filled by limited-term appointment, temporary promotion or temporary reassignment of any employee. At the expiration of the leave without pay the employee has the right to, and shall be reinstated to, the position vacated if the position still exists; or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service, but any period in excess of ten (10) days in any calendar year may not be creditable for vesting or retirement under the State of Alaska Public Employees Retirement System. Longevity credits for purposes of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the period of leave without pay. City medical benefits shall continue during any period of leave without pay.
- C. At the request of the employee, the Mayor may grant an employee a voluntary reduction in hours if and when the Mayor determines it is in the best interest of the City to do so.
- D. Seniority rights shall remain unchanged for an employee during any period of leave without pay taken in accordance with the provisions of this section.

**Section 13.8 Military Leave.** An Employee who has completed his/her 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 twenty (20) working days per calendar year. Such military leave shall be with basic rate if all military pay, not to include reimbursements for lodging, food, etc., the employee receives for the duties performed on such leave is paid to the City. The Mayor may grant additional periods of military leave in the event of hardship due to an extended involuntary employee call up in conformity with federal and state law.

**Section 13.9** The City will comply with the Family Medical Leave Act and the Alaska Family Leave Act.

**Section 13.10 Funeral Leave.** Any employee's Personal Leave or Leave Without Pay may be used for illness or bereavement.

**Section 13.11 Donated Leave.** Employees may assist other employees in time of need, with Department Head approval. The following shall be the vehicle for

that purpose.

- A. Each employee wishing to donate Personal Leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate in increments of not less than four (4) hours and deliver said leave slip to the Finance Department.
- B. The leave will be converted to the cash value of the donating employee's leave and paid to the receiving employee at his/her equivalent hourly rate.
- C. Each leave slip will have written or typed along the bottom "Leave donated to (Employee name)."

**Section 13.12 Business Leave.**

- A. There is hereby created a chapter business leave bank which shall be administered by the City with a monthly report of the balance and withdrawals provided to the Chapter Chair. The Chapter Chair reserves the right to require employees to transfer up to four (4) hours of annual leave into the chapter leave bank. Such request shall only be made upon approval of the Executive Board and only if the balance in the bank is not sufficient to cover withdrawal requests.
- B. In addition, any employee at the employee's option may transfer additional annual leave to the Bank. Transfers may be made at any time during the duration of this Agreement with no maximum limit of the number of days except that any employee may not transfer more leave than is posted on the employee's annual leave balance at the time of the authorization. The employee's leave balance will then be reduced by the amount of leave transferred to the Bank.
- C. Withdrawal requests from the Bank will be for purposes designated by the Chapter Chair and the Finance Director shall be notified. The release of employees for chapter leave shall be handled on the same basis and release from duty for annual leave, except that such release shall not be unreasonably withheld by their supervisor.



## **ARTICLE 14** **PAY PERIODS**

**Section 14.1** Pay periods covering days worked from the first (1st) to the fifteenth (15th) and from the sixteenth (16th) to the last day of the month shall be established. Pay days shall normally be on the fifteenth (15th) and the last day of each month. If pay day falls on Saturday, Sunday, or a holiday, then pay day shall be the last scheduled work day before the break period.

**Section 14.2** The City reserves the right to establish a bi-weekly pay period upon thirty (30) calendar days' notice to the Association. If established, pay day shall fall on every other Friday. If pay day falls on a holiday, then pay day shall be the last scheduled work day before the holiday break period. If the City Finance Department changes any member's time sheet, the City Finance Department shall notify the member and the Administrative Assistant as soon as possible and prior to the next scheduled pay day.

### **Section 14.3 Employee Time Sheets.**

- A. The City shall furnish each member with an itemized statement of earnings and deductions specifying hours paid, straight time, overtime, personal leave pay, holiday pay and other compensation payable to the member which is included in the check. Pay checks shall be available no later than 1200 hours on each pay day, except for circumstances beyond the control of the City.
- B. Time Sheets shall be made available by the Employer for inspection by the employee or PSEA Representative upon twenty-four (24) hours' notice by the Association.

**Section 14.4** The City shall make available during regular business hours to each member an itemized accounting specifying both the Employer's and Employee's contributions to the PERS system for that employee.

## **ARTICLE 15** **PROBATION**

**Section 15.1** All Department employees shall serve a probationary period effective from the date of hire and extending six (6) months beyond completion of mandatory training. The time period of six (6) months means actual time worked including regular days off, but does not include leave without pay. Such time must be satisfactorily made up before probationary periods will be considered completed. Based upon performance evaluations, the probationary period may be extended in lieu of termination at the discretion of the Department Head for a period not to exceed one-half (1/2) of the original probationary time. This extension is in addition to any time being made up as noted above.

### **Section 15.2**

- A. The probationary, or working test period, is an integral part of the promotional process. It shall be utilized to observe closely the member's work, to secure the most effective adjustment of a new or promoted employee to their position, and to dismiss a probationary member whose performance does not meet required work standards.
  
- B. Employees who are promoted or transferred at their own initiative shall complete a probationary period of six (6) months for all positions, however, the employee may be demoted to their former position at any time during this probationary period without the right to file a grievance.

**Section 15.3** Employees who accept a promotion out of the Bargaining Unit are entitled to bump back to their former position in the Bargaining Unit if they do not successfully complete probation in the promoted position. Employees who bump back are entitled to regain their Bargaining Unit seniority as of the date they accepted promotion. If the employee's former position is not available, the promoted employee shall have first preference to occupy any vacant Bargaining Unit position for which the employee is otherwise qualified, but in no event shall a promoted employee be permitted to bump a Bargaining Unit employee into a lower rank or layoff status.

**ARTICLE 16**  
**LAYOFF & RECALL**

**Section 16.1** The Department Head, upon approval of the Mayor, or designee, may lay off an employee when deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material changes which are outside the employee's control and which do not reflect discredit upon the service of the employee. The City will meet with the Association to consider any alternatives to layoffs. The duties performed by any laid off employee may be re-assigned to other employees within that classification who are already working. A layoff of less than twenty-four (24) months, after which the employee returns to work at the first available opportunity, shall not be considered a separation. Longevity credits for purposes of completing probation, pay anniversary date, and the accumulation of leave benefits shall be suspended during the period of layoff.

**Section 16.2** In case of layoff the sequence of downward bumping will be in accordance with the following classifications. Regular full time employees will take precedence over part time or temporary employees:

Lieutenant  
Sergeant  
Detective  
Police Officer/Investigator  
Administrative Assistant  
Lead Dispatcher  
Dispatcher  
Evidence Custodian  
Call Taker / Public Safety Assistant  
Clerk

**Section 16.3**

- A. Layoffs shall be made in inverse order of seniority within the affected classification, except as provided elsewhere in this Agreement for Chapter Chair and Vice-Chair. Except when moving into the Police Officer classification, a laid off member will be allowed to move into any parallel or lower classification where the laid off employee has more overall Department seniority than the least senior person in that classification. In the case where a laid off member seeks to move into the Police Officer classification, departmental seniority alone shall govern.
  
- B. The member shall have five (5) working days from the date he/she receives the layoff notice and a layoff list of all positions in the classification seniority

group in which to exercise an election. Each member displaced by this procedure shall, in turn, have the right to use this procedure.

- C. If two or more members have identical classification group seniority or departmental seniority, the order of layoff shall be determined by the following:
  - 1. A veteran shall be given preference over a non-veteran in accord with Alaska Statutes.
  - 2. In any case that cannot be determined by the application of veteran's preference, seniority shall be determined alphabetically by last name at the time of hire.
- D. No regular or probationary member shall be laid off while there are emergency, temporary, provisional, seasonal or volunteer members serving in the same classification group performing work which could reasonably be assigned to regular or probationary members, based upon the minimum qualifications for the classification.
- E. No permanent Bargaining Unit employee shall be laid off because a non-Bargaining Unit employee wishes to return from his/her position to a Bargaining Unit position.
- F. No temporary, provisional or seasonal members shall be hired while regular or probationary member(s) are on layoff status unless no laid off member offered the position accepts. A laid off member may reject a non-permanent job without losing layoff recall rights. Notice to the laid off member shall include the estimated duration of the job if the City reasonably expects the position to be less than full-time regular.
- G. If the City hires a recalled member for a position which lasts thirty (30) days or less, the recalled member shall receive fifteen percent (15%) above base wage in lieu of benefits.
- H. If the position lasts over thirty (30) days, the recalled member shall be given regular status during the period of recall. In such event, the recalled member shall not be entitled to the fifteen percent (15%) in lieu of benefits.

**Section 16.4** In every case of layoff, or proposed layoff of any regular or probationary member, the City shall give the member at least sixty (60) days' written notice in advance of the effective date. Concurrently, all members on the layoff list from which the laid off member may exercise an election shall receive notice of the layoff, its effective date and the possibility of being displaced. The member laid off through the displacement process shall receive

notice in advance of the potential layoff and at least ten (10) working days' written notice in advance of the effective date of actual layoff.

### **Section 16.5**

- A. Procedure. Upon layoff, the laid off member shall be placed on the layoff list for that classification group from which the member was laid off, and for the Bargaining Unit. Recall rights exist for five (5) years from the effective date of the layoff.
1. The classification layoff list shall be ranked in inverse order of layoff. The recalled position shall be offered to the first member on the classification layoff list.
  2. If the seniority group layoff list is exhausted and eligible member(s) decline appointment or are not available, then the position shall be offered to the qualified member with the most City seniority of those members on the Bargaining Unit layoff list. In order to receive recall notice from the bargaining unit layoff list, the member shall provide written notice to the City at the time of lay-off of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the Bargaining Unit layoff list.
  3. The laid off member who is offered a recall must have the skills and abilities to perform the position for which recalled. Vacant positions which are to be filled may be filled through promotion provided no member is on layoff from the classification. However, if later again vacated, the position may subsequently be filled only in accordance with this article.
  4. Upon recall to the original position, the member's salary shall be adjusted upward, step for step, to the appropriate range.
  5. If a member is recalled to a position in which he/she has attained regular status, the recalled member shall be appointed to that position as a permanent member. If a member is recalled to a position in which he/she has not attained regular status, the recalled member shall be appointed to that position as a probationary member.
- B. Notice of Recall. Notice of recall shall be sent to all eligible laid off members by Certified Mail to the last address provided the City Personnel Office by the member and to the Association office in writing. The members on the recall list shall within fourteen (14) days after receipt of the recall notice notify the City in writing as to his/her decision regarding the recall offer. The member at the top of the recall list shall have the first opportunity to accept the position

provided he/she possesses the qualifications for the position being recalled. If the City does not receive notice as required above from the member first eligible for recall within fourteen (14) days of when the recall notice was postmarked, then that member goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position.

## **ARTICLE 17** **SENIORITY**

**Section 17.1 Termination of Seniority.** Department Seniority shall be terminated upon:

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

**Section 17.2 Seniority Preserved.** Department Seniority shall not be interrupted by:

- A. Periods of approved leave, including Workers' Compensation absences;
- B. Military leave for Reserve Training;
- C. Active military duty when recall for such duty is beyond the control of the member;
- D. Promotion out of the Bargaining Unit during the first six (6) months; or
- E. Retirement disability up to five (5) years.

**Section 17.3** The member with the longest term of credited service with the Department shall be number one (1) on the Department Seniority list and all other members shall be listed accordingly. The Department shall yearly prepare and prominently post a Department Seniority roster in each work area of the Department. Seniority, as defined in this Agreement, shall in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case. If a senior officer is not selected for promotion, it shall be the responsibility of the person making the selection, if requested by the member, to issue an explanation to the member why such member was not selected to command.

### **Section 17.4**

- A. If a member is promoted into a classification in the Fairbanks Police Department outside this Bargaining Unit, his/her classification seniority shall

continue to accrue in his/her former position for up to (6) six months after promotion. Thereafter, the Bargaining Unit and classification seniority of the member promoted outside the Bargaining Unit shall terminate.

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

### **Section 17.5**

- A. If a member transfers to a different classification within the Bargaining Unit, his/her former classification is frozen at the time of occupancy of the new classification.
- B. If a member is involuntarily returned from a Bargaining Unit position to his/her former classification due to disciplinary action, his/her classification seniority within the departing position will not accrue toward his/her classification seniority in the former position.
- C. If a member is involuntarily returned from a Bargaining Unit position to his/her former classification due to non-disciplinary reasons, the time spent in his/her involuntary classification will accrue toward his/her classification seniority in his/her former position upon return to his/her former position.
- D. If a member accepts a promotion to another position within the Bargaining Unit, the member will continue to accrue classification seniority in his/her former position for up to eight (8) months. If the promoted member remains in his/her current position beyond eight (8) months, his/her former classification seniority will be frozen at the time reflecting the date of his/her promotion.



## **ARTICLE 18** **DISCIPLINARY ACTION**

**Section 18.1** Whenever employee performance, attitude, work habits or personal conduct at any time falls to a level unsatisfactory to their supervisor, the supervisor shall inform the employee promptly and specifically of such lapses and give counsel and guidance. A letter or departmental form of counseling, as distinguished from a letter of reprimand, shall not be considered disciplinary action and shall not be subject to the grievance procedure, nor shall it be placed in the employee's personnel file. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the records contained in the employee's personnel file.

**Section 18.2** In situations where an oral or written counseling/warning has not resulted in the expected improvement, or where a more severe initial action is warranted, a written reprimand will be sent to the member, a copy shall be placed in the member's personnel file and a copy will be sent to PSEA.

**Section 18.3** An employee may be suspended without pay and/or demoted by his/her Department Head with approval of the Mayor, or designee, for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence, or other justifiable reason when alternate personnel actions are not appropriate. Employees shall be furnished an advance written notice at least twenty-four (24) hours prior to the effective date containing the nature of the proposed action. Said employee shall be advised that he/she is entitled to have a PSEA Staff representative present at any meeting where disciplinary actions are contemplated or possible. If a member is suspended for a period of days, rather than a term of consecutive hours, the term "day" shall be deemed to mean that the member is suspended for the full twenty-four (24) hours of such day.

**Section 18.4** The Mayor or designee may dismiss any member for just cause. Reasons for dismissal may include but shall not be limited to:

- A. Failure to meet prescribed standards of work, morality and ethics to an extent that makes a member unsuitable for employment in the Department;
- B. Theft or unjustified destruction of City property;
- C. Incompetence, inefficiency or negligence in the performance of duty;
- D. Insubordination;

- E. Conviction of a felony, or a misdemeanor involving moral turpitude;
- F. Notoriously disgraceful personal conduct;
- G. Unauthorized absence;
- H. Acceptance of any consideration which was given or accepted with the expectation of influencing the member in the performance of his/her duties;
- I. Falsification of records or use of official position for personal advantage;
- J. Threatening or intimidating action against another member.

**Section 18.5** When a member is terminated, or effects a separation, the member shall be paid all accrued earnings in accordance with State law and the provisions of this Agreement.

**Section 18.6** An employee may appeal disciplinary action under this section pursuant to the grievance procedure as set forth under Article 8 of this Agreement. If the employee fails to appeal the suspension and/or demotion, the action shall become effective on the date specified. During the appeals procedure of any discipline less than termination, the employee shall be retained in duty status, or placed on leave with pay, at the discretion of the Mayor or designee.

**Section 18.7** The City agrees all permanent Employees who have completed probationary requirements shall be given thirty (30) days' notice of separation, or thirty (30) days' pay, computed at the base hourly rate, in lieu of notice.

**Section 18.8** All employees who have been in employment thirty (30) days or more shall give the City two (2) weeks' notice before leaving his or her employment unless mutually agreed beforehand between the City and the employee. Notation of failure to give notice will be placed in the employee's personnel file.

**Section 18.9 Standards for Demotion/Discharge.** No member shall be disciplined, demoted or discharged except for "just cause."

**Section 18.10 Controlled Substance & Alcohol Testing.** The parties agree to a random drug / alcohol testing procedure administered by the City Human Resources department.

**ARTICLE 19**  
**CLASSIFICATION AND HOURLY WAGE RATES**

**Section 19.1** Special Duty Pay: FTOs performing department-sanctioned on-the-job training, Lieutenants and Sergeants assigned to Investigations, and K-9 officers will receive a five percent (5%) allowance for the performance of these duties. This allowance will be calculated on the base wage of the employee.

**Section 19.2** Differential: All members assigned to shift work will receive a shift differential for the hardship which the shift work causes of four percent (4%) for swing shift and eight percent (8%) for mid-shift for all hours worked. When a member is assigned to a relief duty tour which involves working multiple shifts during a work week, he/she shall receive the higher differential for which the member is eligible for all hours worked during such periods of the tour.

**Section 19.3 Pay Scale.**

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>Sergeant - 2012</b>	34.2026	35.8687	37.6780	38.6049	39.5316	39.9068	40.2708
2014 @ 10%	37.6229	39.4556	41.4458	42.4654	43.4848	43.8975	44.2979
<b>Detective - 2012</b>	33.5296	34.5336	36.2106	37.1374	38.0091	38.3622	38.7262
2014 @ 10%	36.8826	37.9870	39.8317	40.8511	41.8100	42.1984	42.5988
<b>Police Officer - 2012</b>	29.2377	30.7162	32.2387	34.5115	35.8576	36.1886	36.5306
2014 @ 10%	32.1615	33.7878	35.4626	37.9627	39.4434	39.8075	40.1837
<b>P.O. Recruit I - 2012</b>	24.8577	-	-	-	-	-	-
2014 @ 10%	27.3435	-	-	-	-	-	-
<b>P.O. Recruit II - 2012</b>	26.3250	-	-	-	-	-	-
2014 @ 10%	28.9575	-	-	-	-	-	-
<b>P.O. Recruit III - 2012</b>	27.7813	-	-	-	-	-	-
2014 @ 10%	30.5594	-	-	-	-	-	-
<b>Dispatcher - 2012</b>	21.6469	22.7282	23.8536	25.5306	26.5347	26.7774	27.0311
2014 @ 10%	23.8116	25.0010	26.2390	28.0837	29.1882	29.4551	29.7342
<b>Lead Dispatcher - 2012</b>	22.7393	23.8536	25.0672	26.8104	27.8696	28.1123	28.3771
2014 @ 10%	25.0132	26.2390	27.5739	29.4914	30.6566	30.9235	31.2148
<b>Front Desk Call Taker - 2012</b>	19.4735	20.4554	21.4704	22.9821	23.8977	24.0963	24.3390
2014 @ 10%	21.4209	22.5009	23.6174	25.2803	26.2875	26.5059	26.7729
<b>Admin. Assistant - 2012</b>	21.6469	22.7282	23.8536	25.5306	26.5347	26.7774	27.0311
2014 @ 10%	23.8116	25.0010	26.2390	28.0837	29.1882	29.4551	29.7342
<b>Evidence Custodian - 2012</b>	22.7393	23.8536	25.0672	26.8104	27.8696	28.1123	28.3771
2014 @ 10%	25.0132	26.2390	27.5739	29.4914	30.6566	30.9235	31.2148
<b>Evidence Custodian II - 2012</b>	21.6469	22.7282	23.8536	25.5306	26.5347	26.7774	27.0311
2014 @ 10%	23.8116	25.0010	26.2390	28.0837	29.1882	29.4551	29.7342
<b>Clerk - 2012</b>	17.5426	18.4694	19.3852	20.3450	21.1505	21.3601	21.5587
2014 @ 10%	19.2969	20.3163	21.3237	22.3795	23.2656	23.4961	23.7146
<b>Clerk PT - 2012</b>	20.1685	21.2410	22.2934	23.3938	24.3266	24.5658	24.7931
2014 @ 10%	22.1854	23.3651	24.5227	25.7332	26.7593	27.0224	27.2724
<b>Lieutenant - 2012</b>	39.0351	40.1054	41.1866	42.2788	43.4042	43.8125	44.2096
2014 @ 10%	42.9386	44.1159	45.3053	46.5067	47.7446	48.1938	48.6306

- A. The pay scale will be increased by 10% on <<October 1st, 2014>>, subject to Work Rules provisions in sections 10 and 11 of this Agreement.
- B. No employee shall experience a reduction in pay as a result of this newly negotiated schedule, but shall be moved to the next step which results in a pay increase.
- C. The terms and steps of Recruit Officer pay are specified in the Definitions section of this agreement, paragraph "S."
- D. PSEA will agree to a one-time payment of \$1,750.00 per member in lieu of retroactive pay.

**Section 19.4 Lateral Hires.** Newly hired officers who have at least three (3) years of experience as a sworn law enforcement officer or dispatcher with a qualified police agency may be paid at the appropriate step of the Police Officer or dispatcher Pay Scale, not to exceed the fourth (4<sup>th</sup>) year step.

**Section 19.5**

- A. An employee who involuntarily changes classification, for other than disciplinary reasons will begin at the "Start Step" within that classification, unless that would result in a pay decrease. In that case the employee will continue to earn his/her current wage until qualified for the next step increase within the new classification which will result in a pay increase. Employees receiving a promotion to a higher classification will move to a step which results in a higher wage.
- B. If the change to a lower classification is voluntary, the employee will move to the step that corresponds to the step held in the higher classification at the time of voluntary demotion. Two examples:
  - 1. A top step Sergeant elects to move to Detective. Pay shall be top step Detective, even if this is a pay reduction.
  - 2. A step 1 Sergeant elects to move to Detective. Pay will be at step 1 Detective.
- C. In the event of a disciplinary demotion, the employee will be paid at the step appropriate to the previous time in the lower classification.

**Section 19.6** If the City creates new or changed job classifications or duties not set forth in current job descriptions, the City and Chapter shall negotiate on the appropriate rates for such classifications or new duties before the

implementation of any changes. If the parties are unable to agree upon a rate for a new or changed classification, interest arbitration will be used.

**Section 19.7** Where new types of equipment or procedures are instituted resulting in new or changed job classifications not established by this Agreement, the City and Chapter shall meet and confer on the appropriate rates for such classifications.

**ARTICLE 20**  
**EDUCATION PAY**

**Section 20.1 Education and Certification Pay.**

- A. All costs to obtain and maintain required licensing or certification shall be paid by the City. All training conducted in accordance with this section shall be considered as duty time.
  
- B. Commissioned employees through the rank of sergeant who obtain an Alaska Police Standards Council (APSC) certificate shall receive an adjustment of \$1,250.00 for an Intermediate Certificate and \$2,750.00 for an Advanced Certificate, added to the employee's base wage starting on the next following paycheck, after issuance by APSC.
  
- C. Lieutenants shall receive compensation for advanced certification pay in the amount of \$3,000.00 annually, paid the second payroll of the year.

**Section 20.2** With prior approval of the Department Head, employees who are continuing their education by attending college on their off-duty time where they majored in criminal justice, administration of justice, or related approved fields of study, will be reimbursed by the City for tuition, books, and other costs of education upon the successful completion of the course and upon the presentation of a documented expense account. Successful completion of the course shall mean the conclusion of any quarterly or semester course in any subject directly related to the obtaining of the degree in the major above stated or the equivalent thereof with a grade of "C" or better.

**Section 20.3** Members, with prior approval from the Department Head, may be reimbursed for tuition and books for successful completion of courses or seminars which relate directly to the member's current job classification.

**Section 20.4** It is the objective of the City to keep Lieutenants up to date on current practices of their profession. Each Lieutenant may choose to attend, at City expense up to a maximum of \$1,500.00 direct cost (airfare, hotel, per diem, and course material), at least one work-related seminar or training course of the employee's choice every calendar year.

**Section 20.5 Commitment to Professional Development.** The parties recognize that the City operates in a constrained fiscal environment. The City and the Association will continue working together to identify training opportunities for employee professional development.

**ARTICLE 21**  
**ADMINISTRATION OF PAY**

**Section 21.1 Pay for Working in a Higher Classification. Temporarily Working Out of Class and Acting Appointments.**

- A. Any Employee who is assigned by the Department Head the responsibilities and the duties of a classification for more than (1) one hour, other than that in which the Employee normally holds, shall be paid at the highest classification's rate when filling said position. Any employee who is assigned duties of a position below the classification which the employee normally holds, shall continue to be paid at the rate the employee normally receives. Members will not be required to work outside their classification for a consecutive period beyond six (6) months in a calendar year unless otherwise agreed between the City and the Association.
  
- B. 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 may be appointed by the 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 interagency meetings and taking responsibility for overall operations of the Department including performing normal duties and, if needed, performing duties of other Department employees. While serving as Acting Department Head, the employee shall receive the higher rate of pay. Any leave cash out will be at the regular rate, not the higher rate.

**Section 21.2 Show Up Pay.**

- A. Employees reporting to work on overtime and not assigned to work shall receive two (2) hours pay at their regular rate unless notified not to report at the end of their previous work day.
  
- B. Nothing in this agreement bars the City and the Association from agreeing upon a "flex" schedule.

**Section 21.3 Schedule Changes.** When making employee schedule changes, the Employer shall notify the employee of any contemplated change in writing or electronic notification at least seven (7) calendar days prior to the same taking effect. If the employee is not given at least seven (7) calendar days' notice of the change, the employee will be paid at the rate of time and one-half (1-1/2) for all hours worked on the first day of the new schedule. Additional hours scheduled prior to an employee's regular starting time are not schedule changes when the regular work day is also worked. This provision shall

not apply to temporary deviations to an employee's schedule caused by unforeseen circumstances outside the control of the Employer.



## **ARTICLE 22**

### **EQUIPMENT AND CLOTHING**

**Section 22.1 City Issued.** Employees who are issued equipment for City use shall have that equipment receipted to them and shall be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe or unserviceable, it shall 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. Upon termination of employment, each employee shall return to the City any property of any kind belonging to the City

**Section 22.2 Special Clothing.** The City agrees to provide work gloves, rubber boots, coveralls, and such other protective clothing for use by members as duties require.

**Section 22.3 Equipment and Clothing Property.** Employees shall not be responsible for lost, damaged or stolen property or cargo in cases when the employee followed Department policy in securing, operating, or handling said property or cargo.

**Section 22.4 Personal Property.** In the event the Department Head approves the use of the employee's personal property during such employee's normal duties, the City shall reimburse the employee for the repair or replacement of said personal property in the event it is stolen or damaged all in accordance with Section 22.3, provided that the City will not be responsible for damage to employee property that is inappropriate for on duty use.

**Section 22.5 Improved Equipment.** The City shall make an effort to provide employees with equipment that will allow the employee to work efficiently and improve productivity, i.e., computers, word processors, vehicles, and all other equipment and instruments necessary to perform the work.

- A. No employee shall be required to operate any unsafe equipment. No disciplinary action or other form of discrimination shall be instituted against any employee for questioning whether a piece of equipment is safe.
- B. No non-sworn employee shall drive a patrol car unless it is prominently marked "out of service".

**Section 22.6 Cleaning Allowance.** Police Department members covered by this Agreement shall receive a cleaning allowance in the amount of sixty-five dollars (\$65.00) per month, except for those complete months when the member is on Worker's Compensation leave or leave without pay, for the life of

this Agreement. If the employee resigns or is terminated, the employee shall surrender all issued items or the cost of such items not surrendered shall be deducted from the employee's final check.

**Section 22.7 Initial Issue Uniforms.**

A. Each commissioned member shall be issued the following City owned property for use:

**Police Department**

Badges	(1 shirt & 1 flat)
Shirts (Short Sleeve)	3
Shirts (Long Sleeve)	3
Trousers	3
Ties	3
Hat (Summer) w/Rain Cover	1
Hat (Winter)	1
Parka	1
Utility Jacket	1
Raincoat	1
Gloves	1 pair per year
Bullet Proof Vest (Level 2A minimum)	1
Dept. Approved Duty Footwear	\$125/yr. For summer footwear \$150/yr. For winter footwear
	Both footwear allowances to be paid in a single disbursement of \$275 in January of each year.
Gun belt set with Weapon	1
Coveralls*	1 set

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

\*As required by the Department.

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

C. All non-uniformed commissioned officers and uniformed civilian employees shall be given up to \$500.00 reimbursement per year to maintain/replace approved clothing for their on duty use.

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

**ARTICLE 23**  
**FILLING OF VACANCIES**

**Section 23.1**

- A. Promotion/transfer - When a vacancy occurs or a new position is established within the Bargaining Unit for which there is no one on the layoff list, the parties agree that the vacancy shall be filled from among Bargaining Unit members if a qualified member applies.
- B. The parties understand and agree that all City employees shall be engaged and promoted solely on the basis of merit and fitness. The City shall maintain an equitable examination process to assist in determining applicant qualifications. Applicants will be required to pass a professionally prepared examination. Examinations shall be practical in character and shall relate to the duties and responsibilities of the position for which the applicant is being examined and shall fairly test the relative merit and fitness of persons examined to perform the duties of the position to which they seek appointment. Examinations may be composed of written examinations, assessment centers, oral examinations, physical examinations, psychological evaluations, training and experience, or any combination thereof, provided that any component of the examination process shall be applied uniformly among applicants at each stage of the evaluation process. The applicant's training, experience and previous work experience shall be considered.

**Section 23.2** Vacancy announcements shall specify the position's opening date, the date the notice was posted, the job description and title, and other pertinent information concerning the closing date. A copy of all such notices relative to positions within the coverage of this Agreement shall be posted on the Association bulletin board.

**Section 23.3** Applications are to be accepted for vacant or newly created positions within the Bargaining Unit. They shall be made in writing on regular application forms. The announcement from the Personnel Office will state instructions for their acceptance.

**Section 23.4** When a vacancy occurs or a new position is established, the Department Head shall give first preference to the promotion or transfer of any member from within the Police Department. The announcement shall be circulated and members shall indicate, in writing, their desire to apply for the position. All interested employees who possess the requisite qualifications, as listed in the job description, will receive an interview prior to the commencement of further recruitment. Employees offered and accepting a promotional opportunity will be placed at the entry-level step or such other step of the higher range that will provide an increase in salary. The length of service

will remain unbroken and all accrued benefits shall remain unchanged. A new classification seniority date shall apply from the date of entry into the new position.

**Section 23.5** Bargaining Unit members who have completed their initial probationary period shall have the right to compete for any vacancy within the Bargaining Unit for which they may be qualified. All accrued benefits and length of service shall remain unbroken.

**Section 23.6** Consistent with Section 19.4, regular Bargaining Unit employees seeking promotional or lateral transfer or transfers to a different a class within the same salary range or a voluntary demotion to class with a lower salary range may apply and compete for open or vacant positions in the Bargaining Unit.

**Section 23.7** Open or vacant positions shall be filled on merit and fitness. In the exercise of the City's discretion in making a promotion, the following guidelines will be observed:

- A. Applicants must meet minimum qualifications in recruitment announcements.
- B. Applicants must satisfactorily pass competitive examinations when applicable.
- C. Performance evaluation reports, if available, will be considered.
- D. Attendance is relevant, and will be considered.
- E. Seniority will govern only when qualifications are equal.
- F. Pre-test qualifications required for the rank of Detective and Sergeant shall be an APSC Intermediate Certificate and two (2) years of continuous duty as a certified law enforcement officer.
- G. Pre-test qualifications required for the rank of Lieutenant shall include an advanced certification from the APSC, and an equivalent of time-in-rank and/or college education as presently required by City promotional standards.

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

**Section 23.8** Promotions within or between all sworn classifications shall be probationary for a six (6) month period during which an employee may be demoted to his previous position.

**Section 23.9**

- A. Employees in the Bargaining Unit on probationary status shall receive written performance evaluations at least monthly and at the completion of the probationary period. Regular employees, upon request, shall have an evaluation at least annually.
  
- B. Any employee dissatisfied with a written evaluation may make a written rebuttal to it which shall become a part of the evaluation record.

## **ARTICLE 24**

### **PERSONNEL RECORDS**

**Section 24.1** The Mayor shall provide for the maintenance of a personnel file which includes those documents which reflect an individual's complete status as an employee from date of hire to termination. Only one such file shall be maintained by the City.

**Section 24.2** The personnel file includes employee's employment application, reports of medical examinations, reports of results of employment investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefits forms.

#### **Section 24.3**

- A. An individual employee shall have access to his/her personnel file, or to any closed Administrative Investigation(AI) file or to any information pertaining to the employee which is maintained in the personnel file, at any reasonable time. A member shall have the opportunity to comment upon any adverse materials in the member's personnel file. Personnel Files are confidential. They may be inspected by the Department Head or those authorized by the Department Head.
- B. An employee may review all files pertaining to the employee with the exception of the Pre-Employment File.

**Section 24.4** Except for oral reprimands and written counseling forms, a record of disciplinary actions must be contained in the employee's personnel file.

**Section 24.5** Nothing in this Agreement shall prevent supervisors from maintaining and utilizing Supervisor Files. Specifically, these files may contain prior evaluations, notes of observations and information including favorable and unfavorable remarks reflecting on the employee's duty performance during the reporting period under evaluation.

**Section 24.6** A record of the following disciplinary actions shall be placed in the employee's personnel file:

- A. Written reprimands;
- B. Suspension without pay;
- C. Involuntary transfer;
- D. Demotion;

- E. All administrative and criminal investigations, formal or informal which result in disciplinary action against the employee;
- F. Last Chance Agreement; and
- G. Termination.

**Section 24.7** Except for Supervisor Files maintained by the Department, no other disciplinary, personnel, or private files shall be maintained by the City without permission from the employee and the Association.

**Section 24.8** Documents reflecting disciplinary action contained within a member's personnel file which are dated five (5) years or older, shall not be examined nor considered for use at subsequent disciplinary or promotional proceedings. Access to such documents shall be limited as provided for in Section 24.3 of this Article.

**Section 24.9** Documents reflecting citizen complaints shall not be maintained in the personnel file unless investigated and sustained.

**Section 24.10** Any item removed from the personnel files shall be forwarded to the employee.

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**ARTICLE 25**  
**POLICIES AND PROCEDURES**

**Section 25.1** A manual of policies and procedures shall be maintained and made accessible to each employee of the Department.

**Section 25.2** The Department shall issue proposed policies and procedures thirty (30) days in advance of their effective date. Any changes that affect a mandatory subject of bargaining shall be held in abeyance unless the right to negotiate is waived by the Association in writing or inaction after a reasonable period of time, or the negotiations do not result in an agreement between the parties.

**ARTICLE 26**  
**TRAVEL AND PER DIEM**

**Section 26.1 Official Travel Outside City of Fairbanks.** It is the intent of this section to provide reimbursement for actual and necessary expenses incurred by Bargaining Unit members because of travel on City business/duty. The per diem rate shall be forty (\$40.00) per day, and shall be adjusted upward to match any higher amount set by the City Code. In addition to per diem and hotel reimbursement, members shall be reimbursed for ground travel expenses and other incidental expenses upon the presentation of receipts. Employees may receive travel advances for anticipated travel expenses, when requested in advance. Per diem rates shall be based on eight (8) hour days. Time less than four (4) hours shall be considered half days and the member shall receive \$25.00. Time shall begin when the employee leaves his/her home on City business/ duty and shall end when returning home. Per Diem shall not apply to periods of annual leave.

**Section 26.2 Use of Personal Vehicles.** Employees are not authorized or obligated to use their privately owned vehicles for City business unless expressly authorized to do so by the Department Head or designee for official business; reimbursement for such use shall be at the IRS mileage reimbursement rate in effect on the date of travel. The City will repay the member for reasonable loss, including damages, resulting from such use so long as the loss was not the result of gross negligence, recklessness or intentional misconduct.

**Section 26.3 Travel for Shift Employees.** Unless agreed upon by the City and employee, there shall be at least 12 hours between the conclusion of a regular scheduled on duty work shift and departure for travel. Administrative leave shall be granted to the employee if needed to provide this 12 hours of rest time.

**ARTICLE 27**  
**ORAL OR WRITTEN AGREEMENT**

**Section 27.1** No member covered by this Agreement shall be asked or required by the City to make any written or oral agreement which may in any way conflict with this Agreement.

**Section 27.2** No member covered by this Agreement shall ask or require the City to make any written or oral agreement which may in any way conflict with this Agreement.

## **ARTICLE 28** **TEMPORARY HIRES**

**Section 28.1** "Non-permanent employee" in this Agreement is defined as a temporary hire not to exceed six (6) months.

**Section 28.2** It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to regular positions in the Association. The City and the Association now agree that all determinations concerning the terms and conditions of temporary employment shall be made independently by the City except as provided for in this section or as specifically provided for in subsequent sections of this Agreement. The parties agree that there will not be a concerted effort to abuse the hiring and utilization of temporaries.

**Section 28.3** An employee may be employed in a temporary position for a maximum of 1,040 hours per each twelve-month period; however, a temporary period of employment may be extended by mutual written agreement of the parties to this Agreement. All City records relating to hours worked of temporary employees shall be open for Association inspection. The City shall state in writing at the time of initial hiring whether the employee is a regular or temporary employee.

**Section 28.4** Temporary employees shall not be entitled to paid personal leave, holiday pay or other benefits enjoyed by regular employees. All temporary employees shall be compensated on an hourly basis for actual work performed. In lieu of benefits, temporary employees shall receive an additional compensation of fifteen percent (15%) above the starting wage rate. Seniority will accrue pro-rata based on hours of service. Breaks will be pro-rated dependent on the number of hours in a shift.

**Section 28.5** Temporary hires will only be assigned overtime after the City offered the overtime to regular Association members of the same classification.

**Section 28.6** The City may utilize temporary hires as needed in accordance with Article 10 and 11.

**Section 28.7** All hours worked over forty (40) hours per week by temporary employees shall be considered overtime and payable at one and one-half (1.5) times the rate of pay as set forth in Article 19, Section 3.

**ARTICLE 29**  
**PART-TIME EMPLOYEES**

**Section 29.1** A "Part-Time employee" is a permanent employee who works fewer than thirty (30) hours a week, including the employment of two (2) persons to fill one (1) regular full-time position.

**Section 29.2** The City and the Association recognize the need to hire part-time employees in positions similar in duties and requirements to regular positions in the Association. The City and the Association agree that all determinations concerning the terms and conditions of part-time employment shall be made independently by the City except as provided in this Agreement. The City will not abuse the hiring and utilization of part-time employees.

**Section 29.3** All employer records relating to hours worked of part-time employees shall be open for Association inspection.

**Section 29.4** Part-time employees shall not be entitled to paid personal leave, holiday pay or other benefits enjoyed by regular employees. All part-time employees shall be compensated on an hourly basis for actual work performed. In lieu of benefits, part-time employees shall receive an additional compensation of fifteen percent (15%) above the starting wage rate. Seniority will accrue pro-rata based on hours of service. Breaks will be pro-rated dependent on hours of service.

**Section 29.5** Part-time hires will only be assigned overtime after the City has offered overtime to regular Association members of the comparable Association classification.

**Section 29.6** The City may utilize part-time hires as needed in accordance with Article 10 and 11.

**Section 29.7** All hours worked by part-time employees over forty (40) hours per week shall be considered overtime and payable at one and one-half (1.5) times the rate of pay as set forth in Article 19.3, above.

**ARTICLE 30**  
**MISCELLANEOUS**

**Section 30.1** All prior letters of agreement and understanding to the prior agreements shall be deleted unless again signed after the effective date of this Agreement or unless incorporated specifically within this Agreement.

**Section 30.2** In the case of any difference or conflict between the provisions of this Agreement and the provisions of the Fairbanks Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement shall govern. In the event that any portion of this Agreement is found by a court to be invalid, the provisions of Section 5.3, shall apply. Only during any interim period between such finding of invalidity and subsequent Agreement shall the Fairbanks Personnel Ordinance Code govern.

**Section 30.3** No individual from outside the Fairbanks Police Department will be used to perform duties that consist of part of, or all of the duties of Association members, without prior approval of the Association. This section does not prohibit shared operations with City Departments, Volunteers in Policing, Emergency Services Patrol, law enforcement agencies, police reserves, and contractual employment of temporary staff for background checks, police topic instructors, and consultants. Reserve members shall meet the pre-employment requirements of a non-commissioned member.

**Section 30.4** Notwithstanding any other Agreements previously in effect, this Agreement constitutes the entire agreement between the City and the Association, and no verbal statements shall supersede any of its provisions. This Agreement constitutes the sole and complete agreement between the City and the Association, and embodies all the terms and conditions governing the employment of the members of the Association. Any proposed changes affecting the employee's wages, hours, or other terms and conditions of employment shall be negotiated prior to implementation. Both sides have had the opportunity to raise other issues, but have chosen not to do so. In addition, both sides have abandoned issues that were discussed but not incorporated into this Agreement. Topics that were raised but not incorporated, abandoned, overlooked, or not addressed in this Agreement have no legal effect on the parties.

**Section 30.5 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 the purpose of work-study job training. Students participating in work-study opportunities, whereby they work with City employees covered by this Agreement, will be exempted from membership in the Union and will not be eligible for wages and benefits as provided under this Agreement. The City may establish compensation for

participants in this program so long as it does not negatively impact wages and benefits for City employees covered by this Agreement. Participation in this program is viewed as a learning opportunity and is not intended to displace staffing levels.

**ARTICLE 31**  
**DEFINITION OF TERMS**

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

- A. "Anniversary Date" of hire shall mean the date at which an employee has completed a service year of fifty-two (52) weeks of paid service. Unless otherwise provided for herein, anniversary dates will be delayed to reflect non-paid absences.
- B. "Bargaining Unit" in this Agreement means all employees represented by the PSEA working in classifications listed at Article 19.
- C. "Base rate" shall mean the minimum contract rate for a classification.
- D. (reserved)
- E. "City" means the City of Fairbanks, Alaska.
- F. "Classification" (verb) is the act of grouping positions in classes with regard to:
  - 1. duties and responsibilities;
  - 2. requirements as to education, knowledge, experience and ability;
  - 3. tests and fitness; and,
  - 4. ranges of pay.
- G. "Classification" or "class" (noun) is the resulting designation of one or more positions into a single grouping.
- H. "Day(s)" as used in this Agreement providing time constraints on the parties means calendar days, exclusive of holidays unless otherwise specified herein.
- I. "Department" means the Fairbanks Police Department or Fairbanks Emergency Communications Center, or any subsequently formed department which includes Police/Dispatch functions, likewise, "Department Head" shall refer to the person designated to have administrative authority over the Police/Dispatch functions, whether that person be denominated as "Department Head" or otherwise .
- J. "Duty Day" means any day on which a member is assigned to work a shift.



- K. "Emergency Situation"; The normal and accepted meaning, however, this does not include routine manpower shortages.
- L. "Employee" has the same meaning as "member," *infra*.
- M. "Employer" means the City of Fairbanks, Alaska.
- N. "FGC" means the Fairbanks General Code.
- O. "Holiday Rate" means two and one half times basic rate of pay plus applicable shift differential.
- P. "Member" in this Agreement means an employee who holds probationary or permanent status working in a job class that has been designated by the City and who holds membership in the Association; except where the circumstances so indicate, "member" and "employee" are used interchangeably in this Agreement.
- Q. "Non-permanent Employee" in this Agreement is defined as a temporary hire not to exceed six (6) months.
- R. "Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other work-related material pertaining to that person that is kept in that file.
- S. "Police Officer Recruit" refers to employees hired within the entry level position that is divided into three components for pay purpose as follows: the compensation rate for "Police Officer Recruit I" is paid from the date of hire through completion of the Police Academy; "Recruit II" pay is paid from the date of completion of the academy through successful completion of Training; and, "Recruit III" pay is paid from the successful completion of Training until 6 months later.
- T. "Promotion" shall be the change of an employee from one class to another which will provide an increase in salary or which has a higher maximum base rate of pay.
- U. "Shift" means the normally scheduled work hours on a duty day.
- V. "Tour" is a four month shift assignment.
- W. "Transfer" in this Agreement means the voluntary or involuntary assignment or reassignment of a member's work area or duty assignment.



**ARTICLE 32**  
**EXECUTION OF AGREEMENT**

THIS AGREEMENT, CONSISTING OF \_\_\_\_ PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON \_\_\_\_ AND BY THE MEMBERSHIP OF THE ASSOCIATION ON \_\_\_\_\_.

CITY OF FAIRBANKS

PUBLIC SAFETY EMPLOYEES  
ASSOCIATION

\_\_\_\_\_  
John Eberhart,                      Date  
Mayor, City of Fairbanks

\_\_\_\_\_  
Jake Metcalfe,                      Date  
Executive Director, PSEA

\_\_\_\_\_  
James Williams,                      Date  
Chief of Staff

\_\_\_\_\_  
Ron Dupee,                      Date  
Chapter Chair

\_\_\_\_\_  
Brad Johnson,                      Date  
Chief of Police (Interim)

\_\_\_\_\_  
Dave Duncan,                      Date  
Negotiator

\_\_\_\_\_  
Stephanie Johnson,                      Date  
FECC Manager

\_\_\_\_\_  
Doug Welborn,                      Date  
Negotiator

\_\_\_\_\_  
Brenda Geier,                      Date  
Negotiator

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**ORDINANCE NO. 5954**

**AN ORDINANCE AUTHORIZING LEASE OF CITY-  
OWNED REAL PROPERTY TO YUKON QUEST  
INTERNATIONAL LTD.**

**WHEREAS**, the City is vested with title to Lots One and Two, Block Four, Townsite of Fairbanks, and popular log cabin (the "property") located on the banks of the Chena River at 550 First Avenue and Cushman Street; and

**WHEREAS**, the property has been occupied by the Yukon Quest International Ltd. (the "Quest") for the preceding five years as sub-tenant under a former lease, which lease expired May 31, 2014; and

**WHEREAS**, Quest use of the property as its dog mushing sport headquarters and visitor destination contributes to the vitality of the Fairbanks community, attracting residents, visitors and enthusiasts; and

**WHEREAS**, the Quest currently occupies the property on a month-to-month basis; and

**WHEREAS**, the Quest has respectfully requested a long-term lease of the land and cabin; and

**WHEREAS**, the City administration has reviewed said property and determined that same is not required for municipal purposes and can be leased to others; and

**WHEREAS**, Fairbanks General Code of Ordinances Section 70-44 provides that the City may lease to a non-profit organization without public sale and for less than market value, whenever in the judgment of the City Council it is advantageous to do so; and

**WHEREAS**, it is the finding of the City Council that a lease of said property to the Quest is in the best interest of the community.

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

**SECTION 1.** That a lease instrument substantially in the form shown on attached "Exhibit A" is hereby authorized by Council for the purposes herein stated, providing for a four year lease term, plus a four year option to renew, which option shall be at the discretion of the City.

**SECTION 2.** That the Mayor is hereby authorized and directed to execute said lease on behalf of the City, and the City Clerk is authorized to attest and affix the City Seal to said instrument, the execution of which



shall take place not less than thirty (30) days after the effective date of this ordinance, as prescribed by section 8.3 of the City Charter and Sec. 7-56 of the Fairbanks General Code.

SECTION 3. That the effective date of this ordinance shall be the 13th day of September 2014.

\_\_\_\_\_  
**John Eberhart, Mayor**

AYES:  
NAYS:  
ABSTAIN:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JANEY HOVENDEN, MMC, City Clerk

\_\_\_\_\_  
PAUL EWERS, City Attorney

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

**I. REQUEST:**

Ordinance or Resolution No: 5954

Abbreviated Title: An Ordinance Authorizing Lease of City Owned Real Property to Yukon Quest International LTD

**II. FINANCIAL DETAIL: Sell the Property**

<b>Estimated Sales Price \$400,000</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>2017</b>	<b>Total</b>
General Fund Property Tax Revenue	\$0	\$2,009	\$2,059	\$2,111	\$6,179
General Fund Estimated Perm Fund Draw	\$3,672	\$7,529	\$11,546	\$15,694	\$38,441
Repairs to bring cabin up to code	\$ (15,000)				\$ (15,000)
Estimate Perm Fund Earnings (net of draw)	\$8,000	\$24,260	\$25,264	\$26,087	\$83,610
<b>TOTAL</b>	<b>(\$3,328)</b>	<b>\$33,798</b>	<b>\$38,869</b>	<b>\$43,891</b>	<b>\$113,230</b>

<b>FINANCIAL DETAIL: Lease the Property</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>Beyond</b>	<b>Total</b>
Lease revenue \$500 per month	\$2,000	\$6,000	\$6,000	\$6,000	\$20,000
City repairs to bring cabin up to code	\$ (15,000)				\$ (15,000)
<b>TOTAL</b>	<b>(\$13,000)</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$6,000</b>	<b>\$5,000</b>

Reviewed by Finance Department:

Initial CGR/JNS

Date 8/20/2014

LEASE – REAL PROPERTY

Exhibit “A” to Ordinance No. 5954

This Lease, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of Fairbanks, whose address is 800 Cushman Street, Fairbanks, Alaska 99701, referred to as “Lessor,” and the Yukon Quest International, Ltd., an Alaska nonprofit corporation, whose address is 550 First Avenue, Fairbanks, Alaska 99701, hereinafter referred to as “Lessee”;

**W I T N E S S E T H**

1. **Authority.** The Mayor of the City of Fairbanks is authorized and directed to enter into this Lease by City Ordinance No. 5954, passed and approved by the City Council on \_\_\_\_\_, 2014.

2. **Premises.** For and consideration of the rents to be paid and the covenants to be performed by Lessee hereunder, and for the terms set forth herein, Lessor hereby Leases, demises, and lets to Lessee:

Lots One (1) and Two (2) Block Four (4), TOWNSITE OF FAIRBANKS, according to the official survey of said Townsite, known as the L.S. Robe Map of 1909, reproduced by Karl Theile, US Surveyor General in 1922, containing 11,000 square feet, more or less, and the improvements thereon.

All according to the Records of the Fairbanks Recording District, 4th Judicial District, State of Alaska, and as generally depicted on “Lease Attachment 1 of 1”,

TOGETHER WITH the rents and issues thereof, subject to the following terms and conditions.

3. **Use.** Lessee shall have the right to use the Leased Premises exclusively for the non-profit operation and promotion of tourism and as a visitor destination, consisting of dog mushing, display of sled dogs, the dog mushing sport and culture, education, and related activities. Lessee

shall comply with all regulations, ordinances, codes and laws applicable to the use and occupancy of the Leased Premises and shall obtain at its sole expenses all permits and licenses necessary to the lawful conduct of its business.

4. **Existing Improvements.** The Premises are currently improved with a facility of log construction containing approximately 1,900 square feet, plus basement and accessory features.

5. **Title.** Lessor warrants and represents to Lessee that Lessor has full right and lawful authority to enter into this Lease; that Lessor has good and marketable title to the Leased Premises; and that the Leased Premises are free and clear of all tenancies, liens, easements, restrictions, conditions, reservations and other encumbrances except for those of record in the above recording district and applicable building, use and zoning ordinances pertaining to the Premises or otherwise disclosed to Lessee.

6. **Term.** The initial term of this Lease shall be four (4) years beginning October 13, 2104, and ending at midnight October 12<sup>th</sup>, 2019.

7. **Option to Renew.** Upon expiration of the initial term of this Lease, the City may, at its sole discretion, grant an option to renew for an additional four (4) years.

8. **Rent.** In addition the obligations set forth under Section 12 below, and in consideration of the community purposes of the demised Premises, Lessee shall pay to Lessor the amount of Five Hundred Dollars (\$500.00) per month, which amount shall be payable in advance for each month of the Lease, with rent payment due on the first of each month for so long as the Lease is in effect. The failure of Lessor to insist upon full and prompt payment of any installment of the rent shall not waive Lessor's rights to full and prompt payment of that installment or any other installments.

9. **Taxes.** Lessor is a municipality of the State of Alaska and therefore exempt from property taxes. If taxes are levied against the property by a government body, any such taxes shall be paid Lessee, as and when due, so long as Lessor remains the owner of record.

10. **Lessor's Right of Entry onto the Premises.** Lessor or its agent shall have the right and be provided with the means to enter the Leased Premises at all times upon reasonable advance notice in order to examine it for the purposes of determining compliance with this Lease and to inspect or repair the separate electrical meter, water meter, and water pumps owned by the City, which are located in the basement of the premises and which serve the adjoining Golden Heart Plaza and water fountain.

11. **Sublease and Assignment.** Lessee may not assign its rights or obligations under this Lease without prior written approval of the Lessor, which approval shall be at Lessor's sole discretion. If this Lease is assigned or if the Leased Premises or any part thereof is sub-let or occupied by anyone other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, sublessee, or occupant and apply the net amount collected to the rent herein reserved.

12. **Operational Expenses.** Lessee shall keep the Leased Premises, the access thereto, and the site and structural improvements thereon in clean, safe, and well maintained order, free from depreciated conditions, at all times during the term of this Lease. Lessee shall pay, or cause to be paid, all operational expenses, including utilities of whatever nature, supplies and routine building and grounds maintenance, together with janitorial services and refuse collection. Lessor shall perform major mechanical or electrical repairs and extraordinary replacements.

13. **Improvements, Alterations, Fixtures.** Lessee may, at its sole cost and expense, install equipment and fixtures on the Leased Premises, or improvement to the Leased Premises, which installations or improvements shall first be approved in writing by the City Engineer,

provided further that Lessee will, at all times, hold Lessor and the Premises harmless against any expense, claim or injury arising out of any installation, alteration, addition, or improvement commenced or carried out on the Premises by Lessee, its assigns or agents. Lessee shall permit no labor or material liens or charges against the Leased Premises or any interest therein.

14. **Encumbrances.** Lessee shall not encumber the Premises with liens of any nature, including but not limited to mortgages, mechanic or materialmen liens, or use of the Premises as collateral to secure debt, without the written approval of Lessor being first obtained, which approval shall be at the discretion of Lessor. Any lien against the Premises shall be subordinate to this Lease, which shall hold priority in title.

15. **Insurance.**

(a) At all times during the Lease term, Lessee shall maintain in force and effect Workers Compensation Insurance as required by the laws of the State of Alaska.

(b) As a condition precedent to the Lessee's taking and retaining possession under the Lease, Lessee will secure and maintain and will file with Lessor proper evidence of the following type of insurance:

(i) Liability insurance for bodily injury (including death) and property damage, on the Premises. Said liability insurance coverage shall include fire, legal liability, completed operations hazard, Premises liability and medical payments.

Lessee shall obtain and deposit with Lessor certificates of insurance covering the respective insurances as set forth above prior to commencement of the term of this Lease. Liability insurance shall name Lessor as an additional insured as respects the Premises. All insurances shall be secured from insurance companies licensed to do business in the State of Alaska. Lessee shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. The policies will not be cancelled or materially altered unless

at least 30 days prior written notice of such cancellation or material change is provided to the Lessor. Lessee shall provide Lessor with evidence satisfactory to Lessor that premiums for such insurances are paid when due. Lessor reserves the right to pay any insurance premiums not timely paid by Lessee and to recover that cost from Lessee pursuant to Paragraph 23 of this Lease.

(c) Optional Insurance – Contents: Lessee acknowledges that Lessor “all risk” insurance covering the structure does not cover Lessee effects or contents, and that Lessor shall not be liable for loss or damage of same. Lessee may, at its own expense, purchase and maintain “renters” insurance for such effects or contents.

16. **Indemnity.**

(a) Lessee will indemnify, defend, and hold Lessor harmless from and against any and all losses, claims, costs (including reasonable attorney’s fees), suits and judgments arising from:

(1) any acts of commission or omission done, caused or authorized by Lessee, its employees, agents, assigns or sublessees arising upon the Leased Premises or otherwise pertaining to this Lease; or

(2) Lessee’s failure to perform any covenant required to be performed by the Lessee under this Lease; or

(3) any environmental liability for conditions or contamination caused by Lessee arising out of Lessee’s occupancy, use, or alteration of the Leased Premises.

Lessee agrees to reimburse Lessor for any and all necessary expenses, reasonable attorney’s fees, and costs incurred in the non-judicial or judicial enforcement of any part of the foregoing indemnity provision.

(b) Lessor will indemnify, defend, and hold Lessee harmless from and against any and all losses, claims, costs (including reasonable attorney’s fees), suits and judgments arising from any

environmental liability for conditions or contamination not caused by Lessee nor arising out of Lessee's occupancy, use, or alteration of the Leased Premises.

Lessor agrees to reimburse Lessee for any and all necessary expenses, reasonable attorney's fees, and costs incurred in the non-judicial or judicial enforcement of any part of the foregoing indemnity provision.

17. **Condemnation.** If the Leased Premises, or any part thereof, are taken by eminent domain, at Lessor's option, this Lease (a) will expire on the date when the Leased Premises shall be so taken, and the rent will be apportioned as of that date, or (b) will continue in full force and effect if the Premises remain suitable for Lessee's intended use.

18. **Abandonment.** Should Lessee vacate or abandon the Leased Premises, *i.e.*, vacate with the intent to relinquish possession of the Leased Premises, or be dispossessed by process of law, such abandonment, vacation or dispossession shall be considered a termination of this Lease.

19. **Default and Remedies.**

(a) If Lessee shall be adjudged insolvent or shall make an assignment for the benefit of creditors, or if a receiver or other liquidating officer of Lessee shall be appointed, or a petition for relief is filed by or against Lessee in bankruptcy, or other dissolution or insolvency proceedings shall be commenced by or against Lessee, or if Lessee shall commit waste to or abandon the Premises, or if Lessee shall breach any agreement, promise, duty or covenant of Lessee under this Lease (including without limitation the duty to pay rent when due), then Lessee shall be deemed in default on this Lease.

(b) In the event that Lessee shall default in the payment of any amount or performance of any material covenant or condition to be paid or performed on the part of Lessee, and has not



cured such default within 30 days after receipt of Lessor's notice of default, Lessor shall, in addition to all other remedies provided by law or otherwise, have the following rights:

- (1) To enter the Premises and re-let the Premises;
- (2) To terminate this Lease and all rights of Lessee hereunder; or
- (3) To recover from Lessee such damages attributable to its default, from the date of such breach to the date of the expiration of the term hereof.

Re-entry or re-letting of part or all of the Premises as herein provided is not to be deemed a termination of this Lease unless expressly declared to be so by Lessor. If this Lease is deemed terminated, however, Lessee's liability shall survive, and Lessee shall be liable for damages for the remainder of the term which exist at the termination date.

(c) In the event that Lessor shall default in the performance of any covenant or condition to be performed on the part of Lessor and Lessor has not cured such default within 30 days after receiving Lessee's notice of default, Lessee shall, in addition to all other remedies provided by law or otherwise, have the following rights:

- (1) To terminate this Lease and all rights of Lessor hereunder; or
- (2) To recover from Lessor such damages attributable to its default from the date of such breach to the date of the expiration of the term hereof.

If this Lease is deemed terminated, however, Lessor's liability shall survive and Lessor shall be liable for damages for the remainder of the term which exists at the termination date.

20. **Default.** Neither Lessor nor Lessee shall be in default unless either party fails to perform obligations required of such party within 30 days after the other party has given written notice of failure to perform a specified obligation, except that said party shall not be considered in default if such obligation cannot reasonably be performed within such 30-day period and said party is diligently pursuing the same.

21. **Holdover by Lessee.** Should Lessee, without Lessor's consent, hold over and remain in possession of any portion of the Premises after the expiration of the term of this Lease, such holdover shall not be deemed or construed to be a renewal or extension of this Lease as to that area, and Lessor may take such legal steps as may be required to remove Lessee from that portion of the Premises held over by Lessee. Alternatively, and at Lessor's option, such holdover may operate to create a month-to-month tenancy as to the area in question, which may be terminated by Lessor at the end of any month upon 30 days prior written notice.

22. **All Obligations of Lessee Considered Additional Rent.** All taxes, charges, costs and expenses which Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Lessee's failure to pay such amounts, and all damages, costs, and expenses which Lessor may incur by reason of any default of Lessee or failure on Lessee's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of nonpayment by Lessee, Lessor shall have all the rights and remedies with respect thereto as Lessor for the nonpayment of basic rent.

23. **Lessor's Right to Perform Lessee's Obligations.** If Lessee shall be in default hereunder, Lessor may cure such default on behalf of Lessee, in which event Lessee shall reimburse Lessor for all reasonable sums paid to effect such cure, including reasonable attorney's fees. In order to collect such reimbursements, Lessor shall have all remedies available under this Lease for a default in the payment of rent.

24. **Late Charges.** Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount which will be difficult to ascertain. Accordingly, if Lessee fails to pay rent when due, or fails to pay other sums due under this Lease after 10 business days written

notice from Lessor that such sums are past due, then Lessee shall pay Lessor a late charge equal to 5% of the past due amount for each month the amount is past due, plus attorney's fees incurred by Lessor by reason of Lessee's failure to pay rent or other sums due under this Lease. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by the Lessor will not constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any other rights and remedies hereunder.

25. **Waste and Hazardous Substances.** Lessee shall not commit waste of or waste upon the Premises of whatever nature. Lessee shall defend, indemnify and hold harmless Lessor from any and all costs, claims or liabilities arising from or related to re-lease, escape, or presence of any hazardous materials, waste, or toxic or regulated substances arising from or reasonably attributable to Lessee's use and occupancy of the Premises, all or any of which shall be paid and satisfied by Lessee. Lessee's indemnification shall survive the termination of this Lease.

26. **Surrender of Premises.** On the last day of the term of this Lease, or as otherwise provided in this Lease, or as extended by Lessor in writing, Lessee shall quit and peaceably surrender the Premises to Lessor, leaving same in a neat, clean condition.

27. **Notices.** Any notice given hereunder shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed to the party to receive same at the address of such party shown above or such other address as such party may hereafter furnish to the other in writing. Any notice mailed in accordance with the preceding sentence shall be deemed to have been given at the time it is received.

28. **Waiver.** No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof shall impair any such right or power or be construed to be a waiver thereof. Subject to the provisions of this paragraph, every such right and power may be exercised at any time during the continuance of such default. It is further agreed that a waiver by either of the parties hereto of any of the covenants and agreements thereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.

29. **Choice of Law.** The provisions of this Lease and all questions arising concerning this Lease shall be determined and resolved in accordance with the laws of the State of Alaska.

30. **Entire Agreement, Severability, Etc.** This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease. All prior understandings, terms, or conditions are deemed merged in this Lease. This Lease can be changed only in a written document signed by both parties. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect. This Lease shall be binding upon the parties hereto and their legal representatives, successors and assigns.

**LESSOR:**

**CITY OF FAIRBANKS**

By: \_\_\_\_\_  
John Eberhart, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Janey Hovenden, City Clerk, MMC

(SEAL)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Paul Ewers, City Attorney

**LESSEE:**

**Yukon Quest International, Ltd**

By: \_\_\_\_\_  
Marti Steury, Executive Director



**ORDINANCE NO. 5955**

**AN ORDINANCE AMENDING THE 2014 OPERATING AND  
CAPITAL BUDGETS FOR THE FIFTH TIME**

**WHEREAS**, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2014 operating and capital budgets; and

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

**SECTION 1.** There is hereby appropriated to the 2014 General Fund and the Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing January 1, 2014 and ending December 31, 2014 (see pages 2 and 3):

## GENERAL FUND

<u>REVENUE</u>	APPROVED BUDGET	INCREASE (DECREASE)	AS AMENDED
Taxes, (all sources)	\$ 20,060,196	\$ -	\$ 20,060,196
Charges for Services	4,372,020	-	4,372,020
Intergovernmental Revenues	4,541,084	-	4,541,084
Licenses & Permits	1,444,914	-	1,444,914
Fines, Forfeitures & Penalties	1,022,185	-	1,022,185
Interest & Penalties	130,500	-	130,500
Rental & Lease Income	158,744	-	158,744
Other Revenues	215,000	-	215,000
Other Financing Sources	(700,543)	-	(700,543)
<b>Total revenue appropriation</b>	<b>\$ 31,244,100</b>	<b>\$ -</b>	<b>\$ 31,244,100</b>
<b>EXPENDITURES</b>			
Mayor and Council	\$ 507,865	\$ -	\$ 507,865
Office of the City Attorney	178,104	-	178,104
Office of the City Clerk	348,914	-	348,914
Finance Department	923,640	-	923,640
Information Technology	1,420,382	-	1,420,382
General Account	5,725,431	-	5,725,431
Risk Management	1,040,819	-	1,040,819
Police Department	7,200,352	<b>220,733</b>	<b>7,421,085</b>
Dispatch Center	2,051,459	<b>65,415</b>	<b>2,116,874</b>
Fire Department	6,357,074	-	6,357,074
Public Works Department	7,534,588	-	7,534,588
Engineering Department	518,231	<b>8,219</b>	<b>526,450</b>
Building Department	670,308	-	670,308
<b>Total expenditure appropriation</b>	<b>\$ 34,477,167</b>	<b>\$ 294,367</b>	<b>\$ 34,771,534</b>
12/31/13 general fund balance	\$ 13,270,040		\$ 13,270,040
Decrease to fund balance	(3,233,067)	<b>(294,367)</b>	<b>(3,527,434)</b>
Nonspendable	(424,514)	-	(424,514)
Committed for snow removal	(250,000)	-	(250,000)
Assigned self insurance	(785,248)	-	(785,248)
12/31/14 Unassigned balance	<b>\$ 8,577,211</b>	<b>\$ (294,367)</b>	<b>\$ 8,282,844</b>

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$4,000,000.

\$ 6,954,307



## CAPITAL FUND

<u>REVENUE</u>	APPROVED BUDGET	INCREASE (DECREASE)	AS AMENDED
Transfer from Permanent Fund	\$ 514,960		\$ 514,960
Transfer from General Fund	1,784,545		1,784,545
Equip Replacement			
Public Works	250,000		250,000
Building	10,000		10,000
Police	180,000		180,000
Dispatch	80,000		80,000
Fire	250,000		250,000
IT	110,000		110,000
Property Repair & Replacement	14,500		14,500
	<u>\$3,194,005</u>	<u>\$ -</u>	<u>\$3,194,005</u>
 <u>EXPENDITURES</u>			
IT Department	\$ 637,300	\$ -	\$ 637,300
Police Department	180,000	-	180,000
Dispatch Department	555,488	-	555,488
Fire Department	572,829	-	572,829
Public Works Department	1,955,463	-	1,955,463
Total appropriation	<u>\$3,901,080</u>	<u>-</u>	
 12/31/13 capital fund balance	\$6,008,764	\$ -	\$6,008,764
Decrease to fund balance	<u>(707,075)</u>	<u>-</u>	<u>(707,075)</u>
12/31/14 Assigned fund balance	<u>\$5,301,689</u>	<u>\$ -</u>	<u>\$5,301,689</u>

**SECTION 2.** All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing January 1, 2014 and ending December 31, 2014.

**SECTION 3.** The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
**JOHN EBERHART, MAYOR**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Janey Hovenden, MMC, City Clerk

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

## **FISCAL NOTE**

### **ORDINANCE 5955, AMENDING THE 2014 OPERATING AND CAPITAL BUDGETS FOR THE FIFTH TIME**

#### **ESTIMATED REVENUES and OTHER FINANCING SOURCES (USES)**

##### **NO CHANGE**

1. Taxes – No Change
2. Charges for Services – No Change
3. Intergovernmental Revenues – No Change
4. Licenses & Permits – No Change
5. Fines, Forfeitures & Penalties – No Change
6. Interest & Penalties – No Change
7. Rental & Lease Income – No Change
8. Other Revenues – No Change
9. Other Financing Sources & (Uses) – No Change

FISCAL NOTE CONTINUED  
ESTIMATED EXPENDITURES

\$294,367 INCREASE

1. Mayor & Council – No Change
2. City Attorney’s Office – No Change
3. City Clerk’s Office – No Change
4. Finance Department – No Change
5. Information Technology – No Change
6. General Account – No Change
7. Risk Management – No Change
8. Police Department – \$220,733 Increase
  - \$77,975 Increase to salaries – PSEA CBA
  - \$14,197 Increase to overtime – PSEA CBA
  - \$33,865 Increase to benefits – PSEA CBA
  - \$88,757 Increase to leave – PSEA CBA
  - \$ 4,157 Increase to salaries and \$1,782 increase to benefits – eliminate part time Data Clerk and change part time clerk to full time
9. Dispatch – \$65,415 Increase
  - \$25,987 Increase to salaries – PSEA CBA
  - \$ 6,605 Increase to overtime – PSEA CBA
  - \$11,059 Increase to benefits – PSEA CBA
  - \$21,764 Increase to leave – PSEA CBA
10. Fire Department – No Change
11. Public Works – No Change
12. Engineering – \$8,219 Increase
  - \$5,425 increase to salaries and \$79 to benefits to promote an Engineer II to Engineer III effective September 16, 2014

- \$2,676 increase to salaries and \$39 to benefits to increase the Environmental Managers hourly wage \$4.39 effective September 16, 2014

13. Building Department – No Change

## FISCAL NOTE CONTINUED

### Capital Fund

1. REVENUES

- No change

2. OTHER FINANCING SOURCES (USES)

- No Change

3. EXPENDITURES

- No Change

4. INTERNAL TRANSFERS

- No Change

**ORDINANCE NO. 5956**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE CHAPTER 34, ARTICLE V, TOBACCO SMOKE, TO MAKE OFFENSES AMENABLE TO RESOLUTION WITHOUT COURT APPEARANCE**

**WHEREAS**, in 2004, the City enacted Ordinance No. 5574, As Amended, an ordinance known as the City of Fairbanks Fair Air Act, which added Article V. Tobacco Smoke, Sections 34-114 through 34-123 to the City code; and

**WHEREAS**, since that time, the State of Alaska adopted new rules regarding minor offenses, which require specific language to be included in any minor offense ordinance for it to be amenable to resolution without a court appearance; and

**WHEREAS**, FGC Sec. 34-122 makes it a violation, punishable by a fine only, to smoke in any area where smoking is prohibited, but as written, a person cited under this section does not have the option of resolving the case without a mandatory court appearance; and

**WHEREAS**, it is the recommendation of the Administration that persons cited under this ordinance have the option of resolving the matter without the need for a court appearance;

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

**SECTION 1.** That Fairbanks General Code Section 34-122 is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

**Sec. 34-122. Violations and penalties.**

(a) It shall be unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this article.

(b) Violation of subsection (a) of this section is an infraction punishable by:

- (1) A fine ~~not to exceed~~ of \$100.00 ~~for a first violation.~~
- (2) A fine ~~not to exceed~~ \$200.00 ~~for a second violation within one year.~~
- (3) A fine ~~not to exceed~~ \$300.00 ~~for each additional violation within one year.~~

**Disposition of an offense under this section may be without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules upon payment of the fine amount listed above and payment of the state surcharge required by AS 12.55.039 and AS 29.25.074.**

(c) Each day on which a violation of this article occurs shall be considered a separate and distinct violation.

**Section 2.** That the effective date of this Ordinance shall be the \_\_\_\_ day of September 2014.

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**John Eberhart, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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Janey Hovenden, MMC, City Clerk

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Paul J. Ewers, City Attorney





CLAY STREET CEMETERY COMMISSION  
REGULAR MEETING MINUTES, JULY 2, 2014  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Clay Street Cemetery Commission** convened at 5:00 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Chair Bill Robertson presiding and with the following members in attendance:

Members Present:                    Dave Erickson, Seat A  
   David Pruhs, Seat B  
   Anne Castle, Seat C  
   Frank Turney, Seat D

Absent:                                    Cyndie Warbelow-Tack, Seat F  
   Kate Ripley, Seat G

Also Present:                            D. Danyielle Snider, Deputy City Clerk

**Mr. Pruhs**, seconded by **Mr. Turney**, moved to EXCUSE Ms. Warbelow-Tack and Ms. Ripley from the meeting since they informed Chair Robertson in advance that they would be absent.

**Chair Robertson** called for objection and, hearing none, so ORDERED.

**APPROVAL OF PREVIOUS MINUTES**

a)        Regular Meeting Minutes of June 6, 2014.

**Mr. Pruhs**, seconded by **Mr. Erickson**, moved to APPROVE the Regular Meeting Minutes of June 6, 2014.

**Ms. Castle** stated that two corrections should be made on page two of the minutes: in the fourth paragraph, change the number 46 to 40; and in the eighth paragraph, change the second occurrence of the word “bases” to “markers.”

**Chair Robertson** called for objection to the proposed corrections and, hearing none, so ORDERED.

**Chair Robertson** called for objection to the Approval of the Minutes, as Corrected and, hearing none, so ORDERED.

**APPROVAL OF AGENDA**

**Mr. Pruhs**, seconded by **Mr. Erickson**, moved to APPROVE the Agenda as presented.

**Ms. Castle** pointed out that “Minutes of February” should be corrected to read “Minutes of June.”

**Chair Robertson** called for objection to the proposed correction and, hearing none, so ORDERED.

**Chair Robertson** called for objection to the Approval of the Agenda, as Corrected and, hearing none, so ORDERED.

## COMMUNICATIONS

- a) Letter to Julie Jones, Festival Fairbanks

**Mr. Pruhs** stated that the Committee would be drafting a thank you letter to Festival Fairbanks for their recent donations of flowers and work in beautifying the Clay Street Cemetery. He asked Deputy Clerk Snider if she could help in finalizing the letter on City letterhead. He stated that he would like to have Chair Robertson sign the letter.

**Chair Robertson** stated that he would also like to have Mayor Eberhart sign the letter.

Deputy Clerk Snider replied affirmatively. She requested that Mr. Pruhs email her the language of the letter. She stated that she would request the Mayor's signature and call Mr. Pruhs when the letter is ready for pickup.

**Mr. Pruhs** stated that he would send Ms. Snider the draft the following week.

## UNFINISHED BUSINESS

- a) 2014 Marker Proofs

**Mr. Erickson** stated that the only additional changes that he noted on the final order proof were to add the location of death on the Lewis Stull marker as "Fairbanks" and eliminate one of the two "Unknowns" on the marker for August Anderson.

**Mr. Pruhs**, seconded by **Ms. Castle**, moved to APPROVE the 2014 marker order.

**Chair Robertson** called for objection to the Approval of the 2014 marker order proof, as Corrected and, hearing none, so ORDERED.

- b) Fred Jackson Plaque Repair Update

**Mr. Erickson** stated that the quote he received to replace the headstone with engraved marble is \$200. He commented that the cost for a granite stone would be an additional \$50. He stated that to be more historically accurate, he would recommend the purchase of the marble stone.

**Ms. Castle** reminded members that the Commission already approved up to \$350 for the purchase of the replacement marker.

**Chair Robertson** stated that the Fred Jackson marker should have holes drilled into the back for a pin. He suggested that the Commission discuss having the other markers drilled also.

Members discussed the various methods of securing markers to bases. Members discussed the additional cost of having the monument company pre-drill holes in each of the markers for the 2014 marker order.

**Mr. Erickson** stated that the last time he checked, the company charged \$10 to drill each hole.

**Chair Robertson** presented the glue that he had purchased for the project. He offered to glue a marker to a base as sort of a test to see how well the glue holds.

**Mr. Pruhs** calculated that the additional cost for ordering the 40 markers with pre-drilled holes would be \$400 plus the cost of the pins. He questioned whether the Commission had enough funds to order the pins and pre-drilled holes. He stated that the Commission's plan was to have about \$1,800 left in the account at the end of the season. He asked Mr. Erickson when they would have to let the monument company know if such changes were to be made to the 2014 marker order.

**Mr. Erickson** indicated that if the marker order were placed right away, the company might allow for the drilling to be added at a later time. He stated that he could check with the company.

**Mr. Pruhs** asked Ms. Snider to find the minutes from a previous meeting when the Commission discussed how much money was in the Clay Street account. He and Ms. Castle calculated the Commission-approved expenditures for 2014 and deducted it from the total account balance. **Mr. Pruhs** stated that after all the approved purchases are made and if the pre-drilling and pins are added to the order, there will only be about \$400 remaining in the account.

**Chair Robertson** stated that he would still like to see an estimate of what the pre-drilling and pins will cost.

**Ms. Castle** asked if the Commission had made a decision on whether to order the Fred Jackson marker in marble or in granite.

**Mr. Erickson** stated that the monument company cannot drill and pin the marble marker because it is not thick enough. He stated that he does not have any quotes for limestone markers.

Members discussed the type of material to order for the marker. They chose to order the Fred Jackson headstone from granite so that it could be drilled and pinned.

**Mr. Erickson** stated that he would place the order for the Fred Jackson headstone and forward the proof to the Commission for review.

c) New Member Application Review & Recommendation to Mayor

Ms. Snider stated that the City Council recently approved the appointment of Cyndie Warbelow-Tack to the Clay Street Cemetery Commission, thus filling the last vacancy. She reminded Mr.

Erickson that his term on the Commission will soon expire and requested that he return his application for re-appointment to the City Clerk's Office if he wished to continue serving.

**Mr. Robertson** stated that Ms. Ripley is a member of the Rotary Club and is in Public Relations at UAF. He stated that Ms. Ripley was planning to arrange news coverage of the recent workday at the cemetery by the News Miner before the workday was canceled. He indicated that Ms. Ripley is also interested in working with the City Clerk's Office to place photographs and other media on the Clay Street Cemetery portion of the City's website. **Mr. Robertson** stated that the signage committee has approved the historic sign for the cemetery and will be placing the sign soon. He stated that he has known Ms. Warbelow-Tack for many years and stated that she is the owner of The Plant Kingdom, a nursery off Farmers Loop Road. He commented that Ms. Warbelow-Tack will be a great addition to the Commission with her extensive knowledge of beautification and agriculture.

d) Commission Rules of Procedure (postponed to next meeting)

**Mr. Pruhs** stated that the Rules of Procedure are about 85% complete and indicated that he would like to wait until the two new Commissioners were present before moving forward with them. He stated that he will try to email the draft to the new members.

## **NEW BUSINESS**

None

## **OPEN AGENDA**

**Mr. Robertson** stated that he intends to go to the cemetery before the marker placement workday to label the markers for ease of placement. He stated that the numbered flags should be in place.

**Ms. Castle** reminded everyone to double-check the numbers on the flags for accuracy before digging or placing stones.

**Mr. Robertson** distributed a draft of step-by-step instructions on how to place markers. He demonstrated to the members a sample tool kit he put together for each of the five teams to use on the workday at the cemetery.

Members inspected the adhesive that Mr. Robertson purchased for mounting the headstones to the bases.

**Mr. Erickson** stated that he would like to finalize the 2014 marker order and asked members what they would like to do about the pre-drilling and pins.

The Commission agreed that they would not order pre-drilled markers with pins for the 2014 marker order.

**Mr. Turney** addressed the heart-shaped “Mother” marker that is broken at the cemetery. He stated that the site next to it is also damaged.

**Mr. Robertson** stated that he will meet Mr. Turney at the cemetery to try and glue the pieces of the heart-shaped marker back together.

**Mr. Pruhs** asked Mr. Turney in what section the damaged sites are located.

**Mr. Turney** replied that they are in the section next to the Masons.

**Ms. Castle** stated that when you walk through the front gate it is on the left hand side. She presented a map of the sections and sites. She asked Ms. Turney who is buried next to the “Mother” grave.

**Mr. Turney** replied that the last name on the other damaged gravesite is Hulett.

**Mr. Pruhs** suggested that if the marker is located in the Mason’s section that the organization may be willing to pay for the repair of the gravesite. He asked Ms. Castle when a good time would be to meet with someone at the Elks.

**Ms. Castle** replied that she recently met with Lynn at the cemetery to do a walkthrough to see what needed to be done. She stated that Lynn had indicated that they were gearing up for another fundraiser. She asked Mr. Turney to locate plot #1640. She indicated that #1640 is the site of Annie Bailey (wife of Hallett Bailey) and may be the damaged site that Mr. Turney was concerned about.

**Mr. Robertson** stated that he would like to see some flags placed to mark the location of the new kiosk. He spoke to his concern of the two-foot overhang that may be too close to the road.

**Mr. Pruhs** suggested that he and Mr. Robertson go to the cemetery and mark the location, then request approval from City Facilities Manager, Phil Sanders.

### **CITIZEN’S COMMENTS**

**Chair Robertson** called for Public Testimony and, hearing none, declared Public Testimony closed.

### **MEMBERS’ COMMENTS**

No members had comments.

### **NEXT MEETING DATE**

The next Regular Meeting of the Clay Street Cemetery Commission is scheduled for August 6, 2014.

**Mr. Pruhs** reminded members that the next workday of the cemetery will be July 26, 2014 starting at 9 A.M.

**ADJOURNMENT**

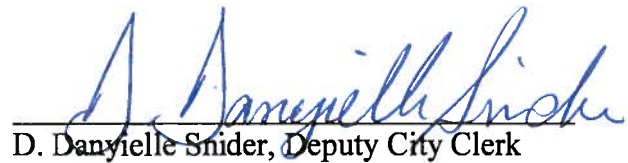
**Mr. Pruhs**, seconded by **Mr. Turney**, moved to ADJOURN the meeting.

**Chair Robertson** called for objection and, hearing none, so ORDERED.

**Chair Robertson** declared the meeting adjourned at 6:04 P.M.



Bill Robertson, Chair



D. Danyielle Snider, Deputy City Clerk

Transcribed by: DS

**Fairbanks North Star Borough / City of Fairbanks  
CHENA RIVERFRONT COMMISSION  
MINUTES  
July 9, 2014**

The Fairbanks North Star Borough/City of Fairbanks Chena Riverfront Commission (CRFC) met on Wednesday, July 9, 2014 with Co-Chair Plager presiding. The following Commission members were in attendance: Kelley Hegarty-Lammers, Co-Chair, John Jackovich, Bob Henszey, Carrie McEnteer, Gordy Schlosser, Julie Jones, Lee Wood and Buki Wright.

Also present were: Nancy Durham, FNSB Community Planning; Kellen Spillman, FNSB Transportation Planner; Jewelz Barker, TVWA; Barry Hooper, DOT; Jackson Fox, City of Fairbanks; Donna Gardino, FMATS; Steve Taylor, FNSB Parks & Recreation; and Laura McLean, FNSB Recording Clerk.

**1. CALL TO ORDER**

**Plager** called the meeting to order at 12:03 p.m.

**2. APPROVAL OF AGENDA**

*A motion was made by Wright, seconded by Schlosser to approve the Agenda for July 9, 2014. There were no objections.*

**3. APPROVAL OF MINUTES OF June 11, 2014**

**Hooper** commented that there was one minor correction that needed to be made to the minutes of June 11, 2014. It is on page four approximately  $\frac{3}{4}$  of the page down. The sentence should read "Hooper added that DOT has a beautification permit process that private entities can apply for, for enhancements within DOT rights-of-way"

*A motion was made by Wright, seconded by Hegarty-Lammers to approve the minutes as amended for June 11, 2014. There were no objections.*

**4. COMMUNICATIONS TO THE COMMISSION**

**Mayor Hopkins** addressed the Commission to discuss the Plan Update that the Chena Riverfront Plan is currently experiencing. He wanted to address several issues as he will not be able to attend the Public meeting which will be held this evening.

One of the points that he wanted to raise is regarding the North Riverwalk. He commented there are two sections of the North Riverwalk which will not connect as the Railroad will not issue a permit for the mid-section. This disappoints him. He feels that there should be a continuous North Riverwalk path. He will continue to work on this issue with the City of Fairbanks.

**Mayor Hopkins** also commented that he has concern with vegetation along the river corridor being cut down. He understands that appropriate permits may have been issued for this purpose. He would like to see this topic addressed with the Plan Update. He also commented that he would like to see more access to the greenspace between the Cushman and Barnette Street bridges as well as public access to the river in general. Hopkins added that he has been asked several times to add to his annual budget money to pay for surveying of the "beach"

area (or “mud-bowl”) at Pioneer Park but he has not been able to do this as there were other projects underway at the time (Tanana Lakes).

**Mayor Hopkins** also wanted to relay to the Commission that he has signed the tentative maintenance agreement for the section of the Riverwalk from Barnette bridge, past the Big I property, and in front of the Borough Administrative Center. The City of Fairbanks is going to add this section to the design of the North Riverwalk. It is his understanding that the City of Fairbanks will maintain the rest.

**Mayor Hopkins** expressed that he would like to be kept apprised of the suggestions made by the public. **Plager** commented that the CRFC will be presenting their Plan Update presentation to the Borough Assembly and Fairbanks City Council after they have heard from the public and can incorporate some of those ideas. They plan on bringing the findings of these public meetings to both bodies in August. **Hegarty-Lammers** added that the Planning Commission is the first body that the CRFC Plan Update committee spoke to.

Finally, **Mayor Hopkins** expressed that he continues to be concerned about the problems with hot water discharge into the river and the effects that it has on the river. He also thanked everyone for their dedication to the Commission.

**Hegarty-Lammers** commented that of the topics that the Mayor addressed, the Commissioners and Liaisons of this commission work very hard each month on them.

**Jackovich** asked if there was any way that the Mayor could put his concerns regarding the above topics in writing and forward them to one of the Co-Chairs of the CRFC. **Mayor Hopkins** stated that he will most likely wait until after public input to do this.

**Plager** reiterated that she feels that the major topics that Hopkins addressed were the North Riverwalk, the cutting of vegetation, improving access to and from the river, the maintenance agreement for the North Riverwalk and that he continues to be concerned about problems with hot water discharge.

**Mayor Hopkins** added that there are access points along the Chena. Having access to the greenspace may not be what we want. He is reiterating what he has heard the public asking for.

**Barker** asked Henszey if there were any rules regarding cutting of vegetation along the riverbank. **Henszey** responded that he does not believe there are. **Barker** added that in the past she has approached folks who are removing vegetation and informed them that they are destroying juvenile chinook habitats. Generally, these folks stop what they are doing for a day or two and then go right back to removing the vegetation. She stated that this is what is happening along the riverbank in front of the Doyon building. **Barker** continued that the Corp of Engineers have rules regarding clearing of vegetation when it comes to ordinary high water, what you can or cannot take, in terms of trees. But, she added, every single property owner along the Chena River can cut everything down to nothing, if they want to, and no one can say or do anything about it.

**Hegarty-Lammers** commented that perhaps what would be helpful, based on this information, is if the CRFC is a little stronger in the Plan, speaking to that issue, and seeing what the public thinks. **Hegarty-Lammers** further suggested that this would be a great place to address this issue as the CRFC addresses riparian habitat extensively.

**Mayor Hopkins** commented that to the best of his recollection, they were told that in the area of the greenspace, they could cut the willows and trees down to approximately 3 feet in height. **Henszey** added that sometimes the Corp of Engineers can intercede if they are involved in a project which requires cutting vegetation along the river. Otherwise, they have no authority.



**Plager** commented that she feels that what is happening is a result of a lack of education. **Schlosser** commented that regarding that property, the major problem is vandalism. When his company was maintaining the property, they had a lot of problems with people coming up off of the river. He further commented that if they take the vegetation out, it allows the snowmachiners to come up on to the property, but if they cut it to three feet, it does form a nice hedge along the shoreline.

**Plager** asked of Mayor Hopkins if he had any information to pass along regarding possibly improving river access at Pioneer Park. Mayor Hopkins responded that he has been asked to put funding in his budget to start a survey so that it can be applied for. However, he declined because this administration has been spending money all over on existing parks as well as the new Tanana Lakes Park. He stated that the CRFC can send him a letter if it chooses and he will approach the Assembly with it when the time comes. Right now the major focus is for Tanana Lakes.

**Wright** questioned what kind of survey. **Mayor Hopkins** responded that it is a land survey that a land surveyor performs. This survey will allow the Borough to apply to Fish and Game or any other agency necessary to make shoreline improvements in that area.

**Mayor Hopkins** again thanked the Commission and stated that he will be interested in seeing the results of taking the Plan Update to the public. He left the meeting.

**Plager** wondered if the City of Fairbanks Mayor has any thoughts regarding the Plan Update. **Hegarty-Lammers** stated that she has spoken with the City of Fairbanks Mayor and they will be doing a work session on this.

**Hegarty-Lammers** commented that they did receive responses to the PSA's which were sent out. She stated that she hopes that it will generate interest for the public meeting this evening.

**Plager** added that Hegarty-Lammers also initiated a display ad for the evening meeting and paid for it personally.

## 5. PUBLIC COMMENTS

**Barker** introduced her co-worker, Lissa Hughes.

## 6. NEW BUSINESS

None

**Jones** joined the meeting at 12:20 pm.

## 7. UNFINISHED BUSINESS

### A. Future process for future projects with DOT

**Plager** commented that this originates from the CRFC inquiry of Hooper of how can the Commission best plug in as early as possible in their review process so that when projects come along, the Commissions' concerns are not weighed in after the ink is dried.

**Hooper** addressed the Commission and stated that he will be referring to the "Process Outline" that he handed out last week. He stated that, in general, DOT has a Planning Process, an Environmental Process and a Design Process which allows for public input.

In the Planning Process, DOT has what is known as “Project Nominations” where the public can submit projects for DOT to include. DOT will go through a scoring and ranking process and eventually, if the project is selected, it can be put into the STIP, which is the State Transportation Improvement Plan. If a project is nominated, DOT has to consider what kind of funding is associated with the project. There are a whole host of different projects. There are state funded projects, federal funded projects, funding for the national highway system. There are also preventative maintenance funds which help to maintain projects. These just name a few and there is a whole host of different funding sources that can be looked at depending on the particular project.

**Hooper** continued that there is a Current Planning Process that is happening. It is called the Steese / Richardson corridor and what may be of interest is one of the alternatives in that Plan could include widening the Steese Bridge over the Chena River. **Hooper** continued that there have been several public meetings this year. The Plan will continue to go along. FMATS will be doing their Metropolitan Transportation Plan Update which could incorporate this study into that Plan. That will happen later this year.

**Plager** inquired if this is the point in which DOT brings projects forward to the attention of the CRFC. **Hooper** stated that this is the time when one can see what is “happening down the road.” **Plager** commented that at that point there is really no role for comments on a project from the CRFC. **Hooper** stated that the CRFC could have comments. There is generally a scope that goes with each project. If someone has nominated a project and the CRFC wants to comment on it, you could at this point. **Plager** asked if this is the point in which DOT calls for comments. **Hooper** commented that the DOT has a webpage and notification is also sent to the Borough Transportation Planner at this point.

**Margaret Carpenter**, DOT, addressed the Commission. She stated that when a project is nominated it needs the support of your local government, a resolution of support. Those types of documents help these nominated projects score high. Historically when DOT would take these project nominations, if there was not any supporting documentation, the project would go on to a “needs list.” Without the documents of support, the project would score low and would go into the STIP and be placed against all other projects in the state in that category. It is very tough to get a project into the STIP to begin with.

**Carpenter** continued and stated that the first place one needs to go to is the Borough Planning Department. They are the ones who are looking at all the projects nominated. The CRFC should be communicating with them.

**Wood** asked for clarification. If the Planning Department at the Borough has this information, why wouldn't it come under the CRFC requirements for notification to the CRFC? **Plager** added that the CRFC has a process with the Borough Planning Department which requires notification to the CRFC for permits that are required or rights-of-way. The Plan doesn't talk about road projects. **Plager** added that that is why Kellen Spillman, FNSB Transportation Planner, has been so helpful in the past because as things come through him, he brings it to the attention of the CRFC.

**McEnteer** commented that, as Commissioners, the CRFC could be proactive in setting a regular schedule of finding out what goes into the STIP. **Hegarty-Lammers** added that this can be accomplished by adding to the agenda a presentation by the FNSB Transportation Planner on a regular basis. **Hegarty-Lammers** asked if the STIP process is an annual event. **Carpenter** responded “Not necessarily. There has not been a STIP nomination process in three or four years”.

**Gardino** addressed the Commission and stated that there are two things in the draft Plan Update that she would like to address. The first is developing a review procedure for the CRFC to review development in the river corridor in order to determine consistency with the Plan. She

feels that that is the process which is currently in effect with the CRFC and the Planning Department. Secondly, she stated that while there is the whole nomination process that the DOT does, some of the projects don't go through a nomination process. A National Highway System project doesn't go through this process. Those are determined by the Administration. Airport Way West and the new Chena River Bridge would not go through that process. Highway Safety Improvement projects are a one line item in the STIP. You can't always find them in the STIP as they are lumped in with other projects. Sub-projects cannot be found in the STIP.

**Durham** added that any project that Spillman has, he presents either on the consent calendar or it gets moved to a public hearing item before the Planning Commission and the Assembly. If you look at the agendas for the Planning Commission and the Assembly each month, anything that comes before him is listed.

**Carpenter** commented that she agrees with Gardino but there is also a process that once the STIP is developed, it goes out for public comment. Spillman goes through the STIP and he makes comments. National Highway System projects that have been funded that are selected through DOT show up in the STIP.

**Plager** commented that Spillman does bring forward projects to the CRFC as he learns of them. **Plager** then asked when is the appropriate time for the CRFC to get in on projects with DOT.

**Hooper** commented that the Planning process culminates in a project being started. In regards to Airport Way West, a project start would have occurred with a request of Federal Highways to authorize DOT to proceed. They gave DOT authority to prepare an Environmental Assessment.

**Hooper** further commented that one of the things that DOT does early in the environmental process is called Agency Scoping. They provide a description of what they think the impacts are for the project and they send it out to various Federal agencies and the Borough for comments. **McEnteer** asked if the CRFC could be added to the Agency Scoping address listing. **Hooper** responded that DOT may be concerned with that as the Borough has a number of commissions and to send it to one and not all may cause a problem. **McEnteer** questioned this. **Hooper** replied that the DOT would be looking to the Borough for comments and so all of the commissions which have comments would have to be received through one entity at the Borough. **McEnteer** asked if it would be possible to "cc" the CRFC on this correspondence to the Borough. **Plager** asked who these letters go to at the Borough. **Durham** stated that they go to Spillman. **Plager** asked if the letter gets sent to the City of Fairbanks and if so, to whom. **Hooper** responded that the letters do get sent to the City of Fairbanks as well but could not recall to whom.

Kellen Spillman, FNSB Transportation Planner, joined the meeting. **Plager** enlightened Spillman as to the topic of discussion.

**Hooper** continued explaining the DOT process and stated that DOT chooses whether there will be a public meeting for the project as it depends on what they have heard or the scope of the project. They don't send every project to a public meeting. At the conclusion of this step in the environmental process, they reach a conclusion and determine whether there are any significant environmental impacts. They then move on to the Design Process. In this process, they prepare a design study report and that is generally the basis of what is sent to the Borough for local planning approval. This approval is required by state law to make sure that DOT is consistent with the Planning & Zoning Comprehensive Plan. After that, DOT is generally involved with applying for various permits such as the Corp Permit and the U.S. Coast Guard Permit. Those have public notices that are sent out and public comments requested.

**Plager** asked where the Airport Way West project currently is in the process that **Hooper** just explained. **Hooper** stated that their next steps would be to apply for the Corp permits. **Wright** asked for clarification. He wanted to confirm that the Airport Way West project is in the next to

the last step in the Design Process. **Hooper** confirmed this and added that at the end of this process the apply for Authority To Proceed (ATP) with construction.

**Spillman** commented in the last year or so, Planning has been working with DOT so that he is the main point of contact when these projects are in the Agency Scoping process. Durham is also on their distribution list. He will further distribute it throughout the Borough when necessary.

**Spillman** continued that when a project comes into the Environmental Process it is very preliminary. At this stage, the document which is distributed simply states what the purpose and need of the project is, any anticipated impacts, historical resources, cultural significance, wildlife impacts etc. At this point, Spillman compiles all of these comments and submit them back to DOT. DOT keeps working on the project, presumably gets approval from FHWA on the Environmental document and once they have a design study report that is the point they usually come to the Borough for local planning authority approval. As part of that process, when he gets that project, he looks to see if it is within x-number of feet of the Chena River and determine if it needs to be forwarded to the CRFC. This is always before it goes to the Planning Commission. Spillman questioned if Hooper was notifying the CRFC at the either the Environmental phase or the Agency Scoping phase as he is a liaison for the CRFC.

**Hooper** replied that there are two answers to this question. The first part is the initial scoping which DOT will send to the Borough. What they are trying to get is identification of the impacts and the study of the project whether it is accurate. In other words, the scope of effort that DOT should start moving forward on to finalize the environmental document.

**Plager** commented that this is the critical point where the CRFC would like to have an entry at the table.

**McEnteer** questioned if the CRFC should have a standard letter to send to DOT at the scoping phase. That way the CRFC can convey to DOT the four or five basic areas of concern. If the CRFC is being proactive at an early stage, they will understand where the CRFC is coming from.

**Plager** commented that this has been addressed in the past. Perhaps the CRFC could have a standard list of areas of concern and perhaps through the Agency Scoping process, through Spillmans office, our concerns could be conveyed to DOT.

**Spillman** added that as a part of the Agency Scoping process, it is the Boroughs responsibility to do a preliminary review of the consistency of the project with all approved Plans. He stated that the Planning Department uses the Chena Riverfront Plan at this stage. Spillman further stated that the Planning Department did recently receive a project for the Steese to Front Street connection. He stated that he can have this particular project before the CRFC next month. He only recently sent the project to other departments for comment.

**Plager** commented that they would like to see it and that this could be a learning process to see how it works.

**Hooper** added that if DOT received comments to add something to the project at a late stage, that can cause DOT to have to go back and change the scope of the project, not to mention seeking additional funding sources which pushes the entire project back to the Planning process. **Plager** concurred.

**Hooper** gave an update of various DOT projects that fall within the river corridor and gave an estimated start date for each.

**Spillman** commented that he will forward to the recording clerk information that he has regarding the Steese to Front Street project which is in the scoping process.

**Wright** suggested that perhaps a sub-committee of three members of the CRFC get together and review the items that Spillman provides so that perhaps at the next meeting they will have a draft version of a letter to DOT with CRFC concerns.

**Hooper** commented that they are in the process of completing an environmental document and then they will move to final design. The project is to connect walkways from Steese to Graehl Park. Dot has been working with the Borough on the approach to do this. They will most likely be going to local planning approval sometime this winter. Perhaps as early as late fall. That is the other input period.

**Plager** added that once the information from Spillman is disseminated to the Commissioners and Liaisons, three of them can meet and come up with a draft that can be discussed at the next CRFC meeting.

**Spillman** commented that he would like the project manager from DOT for this particular project do the presentation at the next CRFC meeting. The DOT project manager for this particular project is Sarah Schacher. **Hooper** will ask if she is available. If not, he will come prepared to do the presentation on her behalf.

#### B. Ft. Wainwright presentation

**McEnteer** requested that her presentation be postponed until the future.

#### C. Chena Riverfront Plan Update

**Hegarty-Lammers** reminded the Commission that there would be a Public Hearing this evening at the Noel Wien Library at 7:00 to present the proposed changes to the Chena Riverfront Plan and to receive public input.

#### D. Airport Way West project

**Plager** commented that two of the Commissioners were able to meet and work on the letter to DOT regarding the Airport Way West project.

**Henszey** suggested adding the Fairbanks North Star Borough Mayor to the "cc" list.

**Hegarty-Lammers** commented that at the Chamber of Commerce Transportation Committee Meeting, Doug Issacson pointed out that he was Chair of the Transportation Committee in Juneau. He stated that he was very interested in DOT doing something with Airport Way West because they are not able to do anything with Airport Way East. She suggested that our Juneau delegation be included in the "cc" listing.

**Gardino** questioned the part of the letter that refers to pedestrian amenities which are not in DOT's normal installation practices. **Hooper** stated that there was a project on Airport Way in which park benches were installed but that was with the agreement that the Borough maintain the park benches. **Hegarty-Lammers** had suggestions for revising the letter. These revisions will be incorporated into the letter when the sub-committee meets to work on the letter again.

**Jones** commented that Festival Fairbanks was the driving force behind park benches and trash receptacles being installed on 1<sup>st</sup> Avenue.

**Hooper** commented that the CRFC suggested this in the previous letter but there is an issue regarding funding.

**Wright** asked for clarification regarding Hoopers' comment.

**Hooper** clarified that in context to the letter that they received that they were responding to, the message is that if the CRFC offered to look for funding and the DOT is basically taking the CRFC up on its offer and that they will work with the CRFC to achieve this.

**Carpenter** had a comment, however it was inaudible.

**Wright** then asked if Carpenter was stating that DOT would like the CRFC or some other entity to propose a concept, or the CRFC would need to encourage DOT to come up with a concept.

**Carpenter** responded that the issue that the DOT has is that they are not artists. They do not have a landscape designer either. Therefore, in her opinion, if there is some kind of concept on paper, it is much easier to sell that idea to others that may be willing to help fund the idea.

**Carpenter** had further comments but they too were inaudible due to other conversations in the room.

**Barker** asked if it was good "best practice" that if the CRFC ever wanted benches on a project, the efficient "best practice" would be a 501(c)3 type of organization come in afterwards and assist with the funding.

**Carpenter** commented that someone would have to be responsible for maintenance.

**Hooper** added that that was what he was suggesting at the previous meeting that DOT does have a beautification permit process and that does allow other outside interests to come in and put things in the right-of-way.

**Jones** commented that that is what she is dealing with right now. Someone donated some money to put a bench in the greenspace, but she has to start by getting a permit for a highway beautification project through the Feds which goes through DOT.

**Gardino** added that this is something that they are looking at with AMATS in Anchorage. There were further comments which were inaudible.

**Carpenter** commented that another issue is that AMATS receives a lot more money than FMATS.

**Plager** questioned the paragraph that says "If the project absolutely cannot find funding for a couple of benches and landscaping, we ask that you consider these features as part of the design while we pursue various funding options." She wanted to know if this is asking too much.

**Wright** commented that it sounded like Carpenter said that DOT is not going to do the benches. But if the CRFC wants to come up with a design for improvements in the project, DOT will consider the design.

**Carpenter** commented that there would be other issues to take into consideration. Safety would be one of them. She further commented that currently in the project, it is her understanding that she is not certain if they would have to change the scope of the project. That could be a possibility. Just as the CRFC would like to see something in the center of the roundabout, but DOT does not know what that something is, DOT can't say whether or not they could put it in the right-of-way because it may be a safety hazard. What she is saying is that if DOT had some

type of concept, then it may be easier for the DOT to determine if something can be put there, whatever it is.

**Wright** commented that that makes sense. He further commented that the CRFC is saying that they want to do something in this project, but the CRFC can't figure out how DOT is doing things so that the CRFC can figure out how what the CRFC wants to do will fit. It is as the DOT is speaking one language and the CRFC is speaking another. Both are well intentioned, but can't understand each other.

**Carpenter** replied that if the DOT had some kind of concept of what the CRFC and public wanted, then they can see if it can be incorporated in the plan. Then it is a much easier sell to the Federal Highway folks.

**Hooper** added that he feels the message here is that the CRFC would like to see some sort of enhancements to the project, but if DOT can't do that, could the DOT consider accommodating these things in the future if funding is found. **Plager** agreed with this.

**Wright** summarized that at the very least, the CRFC would want to make sure that DOT does not preclude this. If the CRFC can catch up to DOT and come up with some recommendations, so it can happen, that would be the best outcome. But at the very least, if the CRFC can't catch up to DOT, but can come in after the fact, that would be better than not at all.

***Henszey** motioned to extend the meeting for 15 minutes, seconded by **Hegarty-Lammers**. All were in favor. There were no objections.*

**Henszey** commented that there are a couple of things that the CRFC are talking about here. One is the actual center of the roundabout which is something similar to what is in the "triangle" area between the bridges. The other is the "park" area near the roundabout on Airport Way next to the river. One of the things in the DOT's most recent plan is something that would be completely counter to what the CRFC is envisioning for this area. **Henszey** stated that one of the people from Fish and Wildlife suggested making a bio-swale rather than a ditch. **Henszey** also suggested that regarding the letter, perhaps the CRFC could close with the suggestion to maybe get some of the interested parties together regarding potential funding and maintenance. Fish and Wildlife is very interested in doing something with the stream bank in this area including potentially some sort of a grated overlook. This is being put into their fiscal 2015 budget.

**Plager** questioned of **Hooper** why there would be a ditch in the middle of this greenspace when the CRFC sent a letter several months ago saying that they were looking forward to having access to the river. Is this a lack of communication between DOT and the designers?

**Hooper** replied that the design of this happened more than a year ago. **Plager** confirmed that the designers did not get the letter therefore changes have not been made. **Hooper** confirmed this and stated that the final design has not been fully laid out as far as the depth to the suggested ditch.

**Wright** asked if moving the ditch one direction or the other or perhaps a different design for the ditch was doable. **Hooper** responded that with the discussions he has had this week, they may consider moving the ditch away from the sidewalk.

**Hooper** commented that it would be helpful having the CRFC suggestions in the letter to DOT.

**Jackovich** commented that the intentions of the CRFC are to involve various facets of the Chena Rivers' interested agencies.

**Barker** volunteered to help whomever to get the appropriate language. The rest of her comments were inaudible. **Schlosser** also volunteered to assist with the letter.

**Fox** questioned what was the intention for the large “loop areas” adjacent to the roundabout. **Hooper** responded that Maintenance and Operations will most likely plant grass similar to that which runs along the center median of Airport Way.

**Barker** added that if just a picture similar to what the CRFC envisions was given to DOT, at least they would have something to visualize. Specifics could be changed later.

**Wright** wondered if the CRFC issue is funding. He wonders how the letter could be worded so that it is stated that if funding cannot be acquired, the CRFC will pursue funding. He suggested that the role of the CRFC be to facilitate the discussion of other options. That discussion could be with government agencies, non-profits, private businesses and anyone else who might have an interest. He suggested that the CRFC play the role of facilitator. **Plager** concurred.

**Hegarty-Lammers** proposed that the last paragraph be changed to read “Thank you for respecting the Commissions comments on the project. We look forward to a more substantial opportunity to move forward the Commissions mission into the design of the Airport Way West project in a manner that works for and with DOT as well”. She further stated that the intent of the new language is to talk about setting up a committee and it may not have done it, or facilitating a committee as opposed to just continuing a dialogue.

**Hooper** commented that all along, the CRFC has spoken of providing power and water to the center of the roundabout, but what DOT wants to know is power and water for what. He could understand power to some kind of sign, but he does not necessarily understand the water.

**Plager** questioned how the CRFC sets up a meeting with DOT.

**Schlosser** commented that the CRFC needs to have a meeting first to revise the design request.

**Hooper** stated that when the CRFC is ready, e-mail him and he will set up the meeting with the appropriate staff from DOT.

**Carpenter** reminded the Commission that what is beautiful to one group of people may not be beautiful to another.

**Hegarty-Lammers** suggested that Gardino be part of this working group as she has so much experience with the process of public art design. **Gardino** responded that she feels that there needs to be a policy in place to address these things in the future. She had further comments, however they were inaudible.

**Schlosser** reminded that this is not a final design, merely concepts.

**Plager** asked Gardino if some sort of conceptual design would be useful to take to the FMATS Technical Committee. **Gardino** said it would.

**Hegarty-Lammers** questioned if the letter was going to be sent as revised or not. **Wood** questioned if the group working on the letter would rather wait a few days and think about it. **Hegarty-Lammers** questioned if it would be in violation of the Open Meetings Act if more than three people were e-mailing back and forth regarding the letter. **Durham** reminded them that they cannot e-mail back and forth as a group.

**Schlosser** commented that he does not see anything wrong with the letter as is.



**Wood** commented that she would have preferred to have more than two minutes to review the letter. Plager commented that they were still working on the letter this morning.

*A motion was made by **Hegarty-Lammers**, seconded by **Schlosser** to send the letter as is.*

*A motion was made by **Jones**, seconded by **Hegarty-Lammers** to amend the prior motion to revise the letter then pass the letter forward to the Commission. All were in favor. There were no objections.*

**Hooper** asked if the Conceptual Design Committee wanted to meet with DOT prior to the next scheduled meeting of the CRFC. Plager stated that the Commission would like to see what the Conceptual Design Committee prepares before they meet with DOT.

E. Wendell Street Bridge art

*A motion was made by **Wood**, seconded by **Henszey**, to postpone this item until next meeting. All were in favor. There were no objections.*

## 8. STAFF AND LIASION COMMENTS

**Durham** commented that the final cut-off date for setting an agenda for this Commission is the 2<sup>nd</sup> Monday prior to the meeting date.

**Barker** handed out the new "Green Maps" which depict green infrastructure projects in Fairbanks and North Pole. This map was mailed to land owners of record who own property along the banks of the Chena River.

**Jones** thanked all for working on the letter and apologized for missing the last meeting. She also wanted to point out that the 4-H Club had a fundraiser with one of the Peony groups from Chatanika, and as a result 50 Peony plants were donated to Festival Fairbanks.

## 9. COMMISSIONERS COMMENTS

**Henszey** stated that he would like to know more about the "mud bowl" at Pioneer Park. He also commented that he has many pictures of the Chena River along the Riverwalk as well as the flood control project.

**Schlosser** commented that he still has some comment sheets which were collected at the Chena River Summit. A majority of the comments were why the CRFC is only concerned with the Chena River and not the sloughs that come into the Chena. He also stated that he has the display from the Summit. Schlossers' final comment was that a good meeting starts on time and ends on time.

## 10. AGENDA SETTING FOR August 13, 2014 COMMISSION MEETING

- A. Chena Riverfront Plan Update
- B. Airport Way West Committee update
- C. Wendell Street Bridge Art
- D. Steese Highway to Front Street update

## 11. ADJOURNMENT