



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2014-06  
**REGULAR MEETING MARCH 24, 2014**  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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PRELIMINARY MEETING

6:00 P.M. Alaska Municipal League/Joint Insurance Association (AML/JIA)

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REGULAR MEETING

7:00 P.M.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. 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.
5. 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).
6. APPROVAL OF PREVIOUS MINUTES
  - \*a) Regular Meeting Minutes of January 20, 2014

7. SPECIAL ORDERS

8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- \*a) Ordinance No. 5940 – An Ordinance Authorizing the Lease of Land Known as Golden Heart Plaza to Festival Fairbanks. Introduced by Mayor Eberhart.
- \*b) Ordinance No. 5941 – An Ordinance Amending the 2014 Operating and Capital Budgets for the First Time. Introduced by Mayor Eberhart.
- \*c) Ordinance No. 5942 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547. Introduced by Mayor Eberhart.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports

12. COMMUNICATIONS TO COUNCIL

- \*a) Clay Street Cemetery Commission Meeting Minutes of January 8, 2014

13. COUNCIL MEMBERS' COMMENTS

14. CITY ATTORNEY'S REPORT

15. CITY CLERK'S REPORT

16. EXECUTIVE SESSION

- a) Labor Negotiations – IBEW and PSEA
- b) FCVB Lease

17. ADJOURNMENT



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, JANUARY 20, 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 6:15 P.M. Work Session with Alaska Permanent Capital Management, 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:                        Warren Cummings, Fire Chief  
   Paul Ewers, City Attorney  
   Janey Hovenden, City Clerk  
   Stephanie Johnson, Dispatch Center Manager  
   Brad Johnson, Deputy Police Chief  
   Ryan Rickels, IT Director

**INVOCATION**

The Invocation was given by City Clerk Janey Hovenden.

**FLAG SALUTATION**

**Mayor Eberhart** led the Flag Salutation.

**CITIZEN'S COMMENTS**

Wendy Dominique, PO Box 84494, Fairbanks – Ms. Dominique spoke in favor of Resolution No. 4609 to make Dr. Martin Luther King, Jr. Day a City-observed holiday. She stated that she serves on the Fairbanks North Star Borough (FNSB) School Board and that the same type of resolution came before the board a few years ago. She stated that the resolution passed by a 4-3 vote. Ms. Dominique stated that Dr. King believed that all people should be united and she emphasized the importance of educating the community about Dr. King's vision. She asked the Council to approve Resolution No. 4609 and make the holiday a day off for City employees.

**Mr. Matherly** asked Ms. Dominique to speak to the reason for the close vote when a similar resolution went before the School Board.

Ms. Dominique explained that the Borough has always allowed students to have Dr. Martin Luther King, Jr. Day off school, but required Borough employees to work the holiday until that time. She stated that once the majority of the Board realized that the cost to give all employees the day off would be minimal compared to the cost of adding any other holiday as a Borough-recognized holiday they voted to pass the resolution.

**Mr. Gatewood** asked Ms. Dominique if she realized that Resolution No. 4609 calls for Dr. Martin Luther King, Jr. to be a day of service instead of a holiday.

Ms. Dominique replied that she was not aware that the intent of the resolution was to create a day of service instead of a holiday.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney spoke in support of Resolution No. 4609. He stated that although it did not pass, there was a City resolution introduced about twelve years ago to make the holiday a City-observed holiday. He pointed out that the holiday is recognized at the federal, state and borough levels and encouraged the Council to make Dr. Martin Luther King, Jr. Day a day of service for City employees. Mr. Turney stated that he, like Dr. King, believes in justice for all races and commented that he shares the same birthday as Dr. King.

Joe Blackburn, PO Box 72157, Fairbanks – Mr. Blackburn thanked Mayor Eberhart for introducing Resolution No. 4609. He stated that the Borough School District, the State of Alaska and the Federal Government all recognize Martin Luther King Day as a holiday. He stated that he sees the resolution as a formality.

**Mr. Hilling** asked Mr. Blackburn what he meant by the resolution being a formality.

Mr. Blackburn replied that he believes the process of voting on the resolution is a formality.

Helen Renfrew, 4097 Yvonne Avenue, Fairbanks – Ms. Renfrew stated that she represents Fairbanks Convention and Visitor's Bureau (FCVB) and referenced the report distributed to the Council on the Alaska Federation of Natives (AFN) Convention that took place in October. She stated that there were 135 volunteers who donated over 1,500 hours to prepare on the event. She briefed the Council on the highlights of the AFN Convention.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger thanked past mayors, Mayor Eberhart and the Council for following through on some of his complaints in regard to potholes and road repair. He spoke to what an advantage it would be to have public restrooms in the downtown area. He indicated that it is ridiculous to be required to surrender your ID in order to use the restroom at the downtown transit station. Mr. Buberger suggested that the Council do some research on the advantages of placing public restrooms throughout downtown Fairbanks. He stated that there always seems to be enough City funds to give pay increases to fire and police department employees. Mr. Buberger spoke in support of honoring Dr. Martin Luther King, Jr. He stated that he recalls tough times living in New Orleans in 1958 during the Civil Rights Era.

Montean Jackson, 1018 27th Avenue, Fairbanks – Ms. Jackson encouraged support for Resolution No. 4609 and stated that City employees should have the option to honor, recognize and celebrate Dr. Martin Luther King, Jr. Day if they so choose. She stated that in 1985 Governor Bill Sheffield

recognized it as a state holiday and commented that it is time for the City of Fairbanks to do the same. She stated that she is a part of the local Martin Luther King Holiday Committee that has existed for 29 years. She stated that the committee has provided wonderful opportunities for the community to participate in the celebration of the holiday by encouraging volunteering and togetherness. Ms. Jackson expressed appreciation to the Council for their consideration of the resolution.

Debra Pearson, 4705 Pal Verde Avenue, Fairbanks – Ms. Pearson stated that she has been a Fairbanks citizen for many years and urged the Council to approve Resolution No. 4609. She stated that she was going to Main School at the time of Dr. King’s assassination. She stated that she participated in the televised program on August 23, 2013 to celebrate the 50th anniversary of Dr. King’s speech. She stated that the event brought many different races and backgrounds of people together and stressed the importance of acknowledging Dr. Martin Luther King, Jr. Day. Ms. Pearson stated that change comes about when people acknowledge and remember. She thanked the Council for allowing her to speak and commented that the City Hall building has not changed much since it was Old Main School.

Dorothy Jones, 172 Purdue Way, Fairbanks – Ms. Jones spoke in support of Resolution No. 4609. She stated that she attended a youth breakfast earlier in the day that was so crowded there was standing room only. She stated that the keynote speaker spoke to parents about the importance of their children seeing them perform service in the community. Ms. Jones stated that City employees cannot currently do that because the holiday is not recognized by the City of Fairbanks. She stated that she has served on the Martin Luther King Committee since it was created in 1985 and commented that there have been many celebrations in honor of the holiday. Ms. Jones spoke to the many noteworthy speakers the committee has hosted throughout the years. She indicated that if Resolution No. 4609 is not approved it would tell her a great deal about the Council. She pointed out that it would not necessarily give City employees the day off but it would enable them to feel free to participate in volunteer work in the community.

Tyrone Burkhead, 829 17th Avenue, #147, Fairbanks – Mr. Burkhead stated that he supports the approval of Resolution No. 4609 and requested the Council also do some research to see if it would be possible to recognize the day as a true holiday. He commented that he has spent 50 years in the Fairbanks community and has seen many changes throughout the years, both good and bad. He stated that many individuals sitting in the room may not realize that they are where they are because of the works of Dr. King. He stated that Dr. King made the ultimate sacrifice and opened doorways in society that people should never allow to be closed. Mr. Burkhead stated that he felt great hurt when Dr. King was assassinated and spoke to other great civil rights leaders that have been killed. He suggested that the City research how other government entities went about recognizing Dr. Martin Luther King, Jr. Day as a true holiday. Mr. Burkhead stated that it saddens him that he is sitting before the Council requesting that the holiday be recognized but thanked the Mayor and Council for allowing him the opportunity to speak.

Joyous Sanderson, 3498 Rosehip Drive, North Pole – Ms. Sanderson stated that she is the Education Support Staff Association President representing 900 diverse jobs within the FNSB School District. She spoke to the Interest Based Bargaining (IBB) process the school district went through in order to make Dr. Martin Luther King, Jr. Day an observed holiday. Ms. Sanderson stated that she has been a member of the community since 1973 and spoke to the

diverse population of the Fairbanks area with the Army and Air Force nearby. She spoke also to the many local events and celebrations that bring all the diversities of the community together. Ms. Sanderson commended Mayor Eberhart for his way of thinking about celebrating diversity in Fairbanks.

**Mr. Gatewood** asked Ms. Sanderson to speak further to the IBB process.

Ms. Sanderson explained that the process used individuals of various backgrounds to work with about ten different school district leaders to train on the need for professional development days and holidays like Dr. Martin Luther King, Jr. Day. She stated that the IBB process enables traditional negotiators to become joint problem-solvers in order for parties to achieve positive results.

Cleveland Bartley, 120 Chapman Court, Fairbanks – Mr. Bartley stated that as a local pastor and religious leader in the community it is his responsibility to speak in support of Resolution No. 4609. He spoke to all the good comments that others have made. He stated that it would not have mattered to him if Dr. King had been of any other ethnicity because of the great work he did for society. He stated that Dr. King paid a high price but paved a better way for many people. Mr. Bartley recalled a story of a woman who wanted to do harm to Dr. King until she realized that Dr. King preached equality for people of all backgrounds and races, not just for people of color. He encouraged the Council to take the step to show the heart of “The Golden Heart City.”

Lee Despain, 352 Driveway Street, Unit B, Fairbanks – Mr. Despain expressed his support for Resolution No. 4609 and stated that the legislation is long overdue. He applauded Mayor Eberhart’s efforts and suggested that Mayor Eberhart make the administrative changes soon.

Sean Rice, 2521 Clydesdale Drive, North Pole – Mr. Rice stated that although he is not a City resident he is a recipient of the Dr. Martin Luther King, Jr. Community Service Award. He expressed his support for Resolution No. 4609 and stated that without the work of Dr. King he would not be able to participate in the community the way he does.

Tommy Batter, 3256 Adams Drive, Fairbanks – Mr. Batter echoed prior testimonies encouraging the Council to approve Resolution No. 4609. He recited portions of a poem about Dr. King that a stranger once recited to him at a waffle house in Virginia in 1967. He stated that recognizing the holiday is not about being black or white but is about all people being equally deserving.

Thomas Lee, Jr., 519 Lily Drive, Fort Wainwright – Mr. Lee stated that he is a soldier at Fort Wainwright and is new to the Fairbanks community. He commented that he comes from a younger generation than the citizens who testified before him. He stated that he grew up in Salisbury, NC and that he remembers observing Dr. Martin Luther King, Jr. Day in his community and school although he did not live in Dr. King’s era. He spoke to Dr. King’s peaceful way of knocking down barriers and how Dr. King has taught him to participate in efforts to better his community. Mr. Lee spoke to the importance of teaching the youth in the community about Dr. King’s vision. He stated that if people do not know and understand the past they cannot progress in the future. In stressing the impact Dr. King’s teachings can have on a person, he commented that his wife can still quote Dr. King’s famous speech that she learned as a child.

Ron Arnold, PO Box 74512, Fairbanks – Mr. Arnold stated that the diversity of the audience warms his heart. He urged the City Council to do the right thing and approve Resolution No. 4609. He stated that he would like it if the City would observe Dr. Martin Luther King, Jr. Day as a holiday. Mr. Arnold stated that sometimes he has felt that progress has been pushed back. He stated that a good example of that was about 20 years ago when the Dr. Martin Luther King, Jr. Performing Arts Center in Anchorage was renamed with the promise that another facility would be renamed in Dr. King’s honor. He stated that nothing was ever renamed in its place.

Mystiek Lockery, 1870 Dawson Road, North Pole – Ms. Lockery expressed her support for Resolution No. 4609 and stated that prejudice stems from ignorance. She stated that she also supports the placement of public restrooms throughout downtown Fairbanks. She commented that she has spoken four times to the Council already on her idea of opening a medical marijuana dispensary in Fairbanks. She spoke to the current situation in Alaska that allows for legal medical use but does not allow a way for an individual to obtain the drug. Ms. Lockery stated that her intent was to go to the state legislature and lobby for a bill that would define medical marijuana and ultimately allow for dispensing. She stated that after writing a letter to legislators she was informed that there is a voter initiative to place the legalization of marijuana on the state ballot. She stated that she has been actively working in gathering signatures for the initiative and expressed hope that it would appear on the ballot in the fall. Ms. Lockery expressed her belief that no one would oppose the legalization of marijuana if they knew the truth and that some who oppose it may have ulterior motives. She stated that she intends to open a dispensary in Fairbanks when marijuana is legalized in Alaska. She announced that she is working on creating a website and would share the information with the Council when it is complete.

**Mr. Gatewood** asked Ms. Lockery what type of ulterior motive someone may have if they oppose the legalization of marijuana.

Ms. Lockery stated that if marijuana were legalized that hemp would likely be legalized soon after. She indicated that marijuana and hemp may create competition with products that some people are currently profiting from and that those individuals may be against the legalization for those monetary reasons. She stated that the correctional system would also lose a lot of prisoners if marijuana were legalized.

**Mr. Hilling** asked Ms. Lockery if she is testifying in support of marijuana for medical purposes only or if she is pushing for the legalization of marijuana in general.

Ms. Lockery indicated that she supports the full legalization of marijuana.

Sam Morton, 3809 Mitchell Avenue, Fairbanks – Mr. Morton stated that he grew up in a small town in North Carolina, about 30 miles from the grand wizard of the Ku Klux Klan (KKK). He stated that he never attended a school with white students until college. He stated that his grandfather explained to him as a child how important Dr. King’s message was to the survival of society. He agreed with Dr. King’s idea that no citizen should be second-class because of the color of their skin, but should be judged on their character. He spoke in support of Resolution No. 4609.

**Mr. Matherly** asked Mr. Morton if he would agree that Dr. King advocated just as much for white people as he did for his own race.

Mr. Morton agreed that Dr. King fought for the rights of all people. He stated that Dr. King would be appalled to see what is currently taking place in some parts of the world. He stated that he has personally experienced racism many times throughout his travels. He indicated that it is difficult for people to change because they see change as a subtraction instead of progress. Mr. Morton emphasized that it is very important to never forget the ideals and principles that Dr. Martin Luther King, Jr. stood for.

**Mr. Matherly** asked Mr. Morton to share his opinion on how the City should recognize Dr. Martin Luther King, Jr. Day.

Mr. Morton replied that it should be a nationally-recognized holiday. He stated that it should be a day off for City employees.

Robert Kinnard, III, 3020 Davis Road, Fairbanks – Mr. Kinnard stated that Dr. Martin Luther King, Jr. once said, “The ultimate measure of a man is not where he stands in moments of comfort and convenience, but where he stands at times of challenge and controversy.” Mr. Kinnard expressed his support for Resolution No. 4609 and stressed the importance of giving back to the community.

Stacy Frantela, 1109 26th Avenue, Fairbanks – Mr. Frantela spoke in favor of approving Resolution No. 4609. He spoke to the dreams and legacies that people leave when they pass on and stated that Americans are living Dr. King’s dream. He recommended that if Resolution No. 4609 is approved, the City then form a committee to look into the possibility of making Dr. Martin Luther King, Jr. Day an observed City holiday.

Johnny Lee Napier, 4575 Wood River Drive, Fairbanks – Mr. Napier stated his support for Resolution No. 4609 and thanked Mayor Eberhart for introducing it. He also expressed his support for a future resolution to name a street in Fairbanks after Dr. Martin Luther King, Jr.

Cory Perrin, 1811 Southern Avenue, Fairbanks – Mr. Perrian spoke to the possibilities of what could have happened if Dr. King would have lived just one more day. He stated that it seems everyone agrees that the holiday should be recognized by the City of Fairbanks and encouraged the approval of Resolution No. 4609.

Athena Mann, 248 Ellingson Street, Fairbanks – Ms. Mann read aloud parts of an article by John Coville in the Alaska Dispatch speaking to the increasing prison population and costs in Alaska. She stated that she would like to see a change that starts in the Fairbanks jail and spreads across Alaska. She recommended that neuro-linguistic programming (NLP) life coaching be taught in schools and in prisons statewide. Ms. Mann stated that some people take for granted their ability to make good decisions and choose the right friends. She indicated that a lot of problems stem from poverty a need to survive. She referenced a handout to the Council which summarized the curriculum she has been developing since 2011 called Wielding the Future. She asked the Council for any information they may have that would help her get the program started.



**Mayor Eberhart** clarified for Ms. Mann that the Council is only permitted to ask questions to members of the public during Public Testimony.

**Mr. Matherly** asked Ms. Mann for clarification on what she was seeking from the Council.

Ms. Mann stated that she is trying to gather support and gain exposure for the program. She indicated that the Council may be able to help educate her on what steps need to be taken to move the program forward.

**Mr. Matherly** stated that any projects that help others are worthwhile. He asked Ms. Mann if she has been in contact with the Greater Fairbanks Chamber of Commerce, the United Way or other local organizations that deal with homelessness or rehabilitation.

Ms. Mann replied that she would be willing to speak to any organization that may be willing to help. She stated that speaking to the City Council was her first attempt at putting the program out into the community. She stated that the City's mission statement seems right in line with what she envisions to accomplish with the Wielding the Future program.

**Mr. Anderson** asked what the "AU" in AUNLP represents in the handout.

Ms. Mann replied that it stands for American Union or American University of NLP. She stated that the man who trained her is currently lobbying the federal government to create standardized requirements for life coaches.

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

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

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

**Mr. Gatewood**, seconded by **Mr. Matherly**, moved to ADD Hand-carried Resolution No. 4610 to the Agenda.

**Mayor Eberhart** explained that Resolution No. 4610 is being hand-carried because the City just became aware of the Air Force's plan to make a decision on the F-35's within a few days. He informed the Council that it would take a unanimous vote to add the resolution to the agenda.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADD HAND-CARRIED RESOLUTION NO. 4610 TO THE AGENDA AS FOLLOWS:

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

NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED.

**Mr. Hilling** pulled Resolution No. 4609 from the Consent Agenda.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AGENDA AND CONSENT AGENDA, AS AMENDED, FOLLOWS:

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

NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED.

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 Application for a New Liquor License and Restaurant Designation Permit:

Type: Restaurant/Eating Place  
DBA: Friar Tuck's Hoagie House, License #5270  
Licensee/Applicant: Stafford Roach & Joshua Roach  
Location: 427 Merhar Avenue, Unit #2, Fairbanks, AK

**Mr. Gatewood**, seconded by **Mr. Anderson**, moved to PROTEST the Application for a New Liquor License and Restaurant Designation Permit until a Certificate of Occupancy is issued by the City.

**Mayor Eberhart** called for Public Testimony and, hearing none, declared Public Testimony closed.

**Mr. Matherly** pointed out that the Building and Fire Departments have recommended a protest of the New Liquor License and Designation Permit until a Certificate of Occupancy is issued by the City. He requested a staff report.

Clem Clooten, City Building Official, stated that the contractor is currently working on the improvements and that he anticipates project completion in early March.

**Mr. Hilling** asked Mr. Clooten what he would recommend.

Mr. Clooten indicated that he would recommend waiting until the property owner is compliant with all City Codes before waiving protest.

Council Members discussed the proper way to make the motion.

**Mayor Eberhart** stated that the proper motion would be to Protest the application until a Certificate of Occupancy is issued.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO PROTEST THE APPLICATION FOR A NEW LIQUOR LICENSE AND RESTAURANT DESIGNATION PERMIT UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY AS FOLLOWS:

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

NAYS: None

**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 Application for a New Liquor License and Restaurant Designation Permit:

Type: Restaurant/Eating Place  
 DBA: Fushimi Japanese Restaurant, License #5266  
 Licensee/Applicant: Fushimi, LLC  
 Location: 607 Old Steese Hwy, Fairbanks, AK

**Mr. Anderson**, seconded by **Mr. Gatewood**, moved to PROTEST the Application for a New Liquor License and Restaurant Designation Permit until a Certificate of Occupancy is issued by the City.

**Mayor Eberhart** called for Public Testimony and, hearing none, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO PROTEST THE APPLICATION FOR A NEW LIQUOR LICENSE AND RESTAURANT DESIGNATION PERMIT UNTIL A CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY AS FOLLOWS:

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

NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED.

- c) The Fairbanks City Council, Sitting as a Committee of the Whole, heard interested citizens concerned with the following Liquor License Applications for Renewal:

Lic #	Establishment Name	License Type	Premise Location	Owner Name
54	American Legion Post #11	Club	129 1st Avenue	Dorman H Baker Post #11
252	Club Alaskan	Beverage Dispensary	901 Old Steese Hwy	Jerwater Inc.
710	Mecca Bar	Beverage Dispensary	549 2nd Ave	JRB Inc.
1639	Alaska Salmon Bake	Restaurant/Eating Place-Seasonal	2300 Airport Way	Malemute Inc.
3969	Boomtown Grill and Bar	Beverage Dispensary	537 Gaffney Road, Ste. #1	JSR Inc.
3997	BPO Elks Lodge #1551	Club	1003 Pioneer Road	BPO Elks Lodge #1551
4232	Kodiak Jack's	Beverage Dispensary	537 Gaffney Road	JSR Inc.
4247	Brewster's	Beverage Dispensary	3578 Airport Way	Restaurant Concepts LLC
4395	Boston's	Beverage Dispensary	1243 Old Steese Hwy	Goethe LLC
4819	The Antler Room	Beverage Dispensary	1003 Pioneer Rd #A	The Antler Room Inc.

4846	Wal-Mart Supercenter #2722	Package Store	537 Johansen Expressway	Wal-Mart Stores Inc.
4941	Seoul Gate Restaurant	Restaurant/Eating Place	958 Cowles Street	Chong Pak

**Mr. Matherly**, seconded by **Mr. Hilling**, moved to WAIVE PROTEST on the Liquor License Applications for Renewal.

**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 APPLICATIONS FOR RENEWAL AS FOLLOWS:

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

NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED.

- d) The Fairbanks City Council convened as a Board of Adjustment to consider scheduling the appeal and possible appointment of a hearing office in the matter of the following decision of the Fairbanks North Star Borough Planning Commission:

A request by Kal Kennedy for an additional lot size variance to the Multiple-family (MF) Residential zone minimum lot size requirement of 90,000 square feet to allow for a 69,606 square foot lot on Lots 1A, 1B & 1C, Block 04 of Executive Park Subdivision.

City Attorney Ewers clarified that the appeal is not being heard at this time. He stated that there are still a number of steps to be taken before the appeal will be ready for a hearing. He explained that the scheduling of the appeal is on the agenda because: (1) the Council should know in advance who the appellant is in order to avoid ex-parte contact; and (2) the Council may choose to appoint a hearing officer to hear the appeal instead of sitting as a Board of Adjustment.

**Mr. Matherly** stated that he does not recall the Council appointing a hearing officer during his time as a Council Member. He asked if there is a benefit to appointing a hearing officer.

Mr. Ewers stated that the most recent trend of the Council has been to hear the appeal. He stated that the Council may decide to appoint a hearing officer in some cases that are particularly lengthy or technical in nature.

**Mr. Hilling**, seconded by **Ms. Staley**, moved to SCHEDULE the APPEAL to be heard by the City Council.

Mr. Ewers indicated that the appeal would likely be ready for a hearing within 60 days.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO SCHEDULE THE APPEAL TO BE HEARD BY THE CITY COUNCIL AS FOLLOWS:

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

NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED.

- e) The Fairbanks City Council, Sitting as a Committee of the Whole, heard interested citizens concerned with the following Appeal of Denied Application for a New Chauffeur License:

Applicant: Carey C. Noble

**Mr. Gatewood**, seconded by **Mr. Hilling**, moved to GRANT the Appeal of Denied Application for a New Chauffeur License.

**Mayor Eberhart** called for Public Testimony.

Carey Noble, 2431 Loomis Drive, North Pole – Mr. Noble stated that he was denied a Chauffeur License because of a confrontation he had with an Airport Police Officer which resulted in a “resisting arrest by force” conviction. He explained that he was handcuffed at the time of the altercation and was trying not to allow the officer to retrieve his wallet from his back pocket. He claimed that the officer had no grounds for initially making the traffic stop. Mr. Noble stated that he works as a window cleaner during the summer and drives a cab during the winter months.

**Mr. Hilling** asked Mr. Noble if he had any other convictions of any type within the last eight years.

Mr. Noble replied that he did not.

**Mr. Gatewood** stated that Mr. Noble’s statements indicate that he did not understand the charges against him. He asked Mr. Noble if he attended the court trial when his case was heard.

Mr. Noble replied affirmatively. He stated that the original charge against him was “assault on a police officer” but was reduced to the lesser charge. He explained that on the day he was stopped by the officer, he was headed to pick up a friend. He stated that the officer was in training at the time. Mr. Noble stated that the senior officer, Officer Martinez, witnessed the event and could speak on his behalf if contacted.

**Mr. Anderson** pointed out that Mr. Noble pled guilty to the “resisting arrest by force” charge in court. He asked Mr. Noble if he felt he was guilty of the offense.

Mr. Noble replied that he did not feel he was guilty because he was handcuffed at the time.

**Mr. Gatewood** asked Mr. Noble how he knew it was a rookie officer at the time of the stop.

Mr. Noble replied that he knows most of the Airport Police because of his history as a cab driver.

**Mr. Gatewood** asked Mr. Noble why he did not bring Officer Martinez with him as a witness.

Mr. Noble stated that he did not think of asking Officer Martinez to attend the appeal and indicated that he is not familiar enough with the appeal process to know better.

**Mr. Gatewood** stated that the appropriate time to ask questions about the appeal process would have been at the time the appeal was filed with the Clerk's Office.

**Mayor Eberhart** clarified that under City Code, a misdemeanor conviction of this type would bar an applicant from obtaining a Chauffeur License for four years, not eight.

**Mr. Hilling** stated that he is inclined to vote in favor of granting Mr. Noble's appeal on the grounds that his criminal record has been fairly clean for the past eight years with the exception of the resisting arrest conviction.

**Mr. Gatewood** indicated that he does not feel inclined to vote in favor of the appellant because he feels that Mr. Noble could have done more to present his case by bringing witnesses to testify on his behalf. He stated that he would have liked to have heard both sides of the story.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO GRANT THE APPEAL OF DENIED APPLICATION FOR A NEW CHAUFFEUR LICENSE AS FOLLOWS:

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

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

**Mayor Eberhart** stated there is some good news in the community with the City's Permanent Fund balance reaching \$114.2 million and the news that Fort Wainwright will be bringing in 300-400 new soldiers. He announced that additional funding for the Chief Andrew Isaac Health Center (CAIHC) will bring about 170 new health care jobs to the community. **Mayor Eberhart** stated that the City Building Department brought in \$50,000 more in building permit revenues than was originally anticipated for 2013. He stated that the decision will soon be made by the Air Force as to whether Eielson Air Force Base (EAFB) will make the short list to base F-35 fighter jets. **Mayor Eberhart** shared that the natural gas trucking project continues to progress and stated that the Interior Alaska Natural Gas Utility (IANGU) Board has chosen a company called MWH Americas, Inc. to manage the project. He spoke to the various meetings he has attended at the City and throughout the community since the last Council Meeting. **Mayor Eberhart** mentioned that he also attended the memorial service for his friend and colleague Patrick Cole and stated that the event was a wonderful tribute to Mr. Cole. He announced that Congressman Don Young would be visiting City Hall the following day to discuss bills affecting the Fairbanks community. **Mayor Eberhart** referenced an email he sent to Borough Mayor Hopkins regarding the possible changes to the makeup of the Joint Commission on Historic Preservation. He stated that the draft of the Borough ordinance precludes the City from making appointments to the commission. He stated that he does not want to see that type of change made to the commission and that he is awaiting a response from Mayor Hopkins. He thanked those members of the community who have applied to serve on a City Board or Commission. **Mayor Eberhart** spoke to the day being a time to honor Dr. Martin Luther King, Jr. who preached and used non-violent methods to try to

reduce poverty, racism and discrimination. He stated that Dr. King's March on Washington helped lead to the Civil Rights Act of 1964 and the Voting Rights Act of 1965. **Mayor Eberhart** spoke to Dr. King's idea of achieving a "beloved community" where people of all diversities and backgrounds unite and work together.

## **NEW BUSINESS**

- a) Resolution No. 4606 – A Resolution Adding a Capital Request Project to the City's Priorities for the State 2014-15 Fiscal Year. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Ms. Staley**, moved to APPROVE Resolution No. 4606.

**Mr. Gatewood** asked why the capital request is being added at this time.

**Mayor Eberhart** stated that there was a lot of discussion on the expansion of the Emergency Service Patrol (ESP) but that the idea of asking the state legislature for capital funding for the expansion did not occur to him until later. He stated that there was a discussion at the last Public Safety Commission (PSC) meeting about the issue and that Commission Chair Peter Stern suggested that the City look into requesting the capital funding for the expansion. He stated that it is up to the Council to decide if the request should be sent and how to rank the priority if it is submitted.

**Mr. Anderson**, seconded by **Mr. Hilling**, moved to AMEND Resolution No. 4606 by ranking the City's ESP capital funding request at number eight.

**Mr. Gatewood** stated that there may have been hesitation to second the ranking motion because of the low rank of number eight. He stated that the Council may want to consider ranking the request at higher priority on the list.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4606 BY RANKING THE CITY'S ESP CAPITAL FUNDING REQUEST AT NUMBER EIGHT AS FOLLOWS:

YEAS: Walley, Matherly, Gatewood, Hilling, Anderson, Staley  
NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED.

Council Members discussed the priorities of the City's capital requests. They spoke about how some legislators may choose which projects to fund based on ranking while some may choose based on dollar amounts or preference.

**Mr. Anderson** spoke to his hope of getting the community more involved to raise funds for the ESP.

**Mr. Hilling** recalled Police Chief Zager's comments at a prior Council Meeting indicating that the City is not currently dedicating sufficient funds to the service patrol project.

**Mr. Hilling**, seconded by **Ms. Staley**, moved to AMEND Resolution No. 4606, as Amended, by re-ranking the ESP funding request to number one.

**Mr. Walley** pointed out that the additional \$75,000 the City agreed to give to the ESP in 2014 is contingent upon another local government entity funding match for the project. He indicated that he would like to see an increase to the capital request dollar amount.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4606, AS AMENDED, BY RE-RANKING THE ESP FUNDING REQUEST TO ITEM NUMBER ONE AS FOLLOWS:

YEAS: Staley, Matherly, Hilling, Anderson, Walley

NAYS: Gatewood

**Mayor Eberhart** declared the MOTION CARRIED.

**Mr. Walley**, seconded by **Ms. Staley**, moved to AMEND Resolution No. 4606, as Amended, by increasing the ESP capital funding request from \$150,000 to \$250,000.

**Mr. Walley** stated that there are many variables involved with the ESP funding. He spoke to his fear is that the Borough may fail to approve an ESP funding match and that there will not be enough community donations to fund the expansion of the ESP. He indicated that if those things happen the project may either fail or be completely reliant on City funding.

**Mr. Matherly** asked who proposed the original \$150,000 request in Resolution No. 4606, as Amended. He asked Mayor Eberhart to speak to his thoughts on increasing the dollar amount of the capital request. He commented that the total dollar amounts of the capital requests are already high.

**Mayor Eberhart** stated that he proposed a request of \$150,000 because it is twice the amount of the \$75,000 the City agreed to dedicate to the ESP expansion contingent upon a match. He stated that Mr. van den Berg with the Downtown Association has estimated that it will cost about \$380,000 to operate the Community Service Patrol (CSP) City-wide, 16 hours a day, seven days a week. He stated that he hopes to meet with the City's lobbyists soon to discuss the requests.

**Mr. Gatewood** indicated that he is skeptical of the \$380,000 estimate to operate the CSP. He stated that the Council should ask for only what is needed in the capital request.

**Mayor Eberhart** stated that \$250,000 may be a good number to request because of the \$130,000 the CSP receives each year in donations.

**Ms. Staley** expressed concern with the contribution match from the Borough. She stated that as time goes by it seems less likely that the Borough will agree to the funding match. She spoke in support of increasing the dollar amount of the request.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4606, AS AMENDED, BY INCREASING THE ESP CAPITAL FUNDING REQUEST FROM \$150,000 TO \$250,000 AS FOLLOWS:



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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4606, AS AMENDED, AS FOLLOWS:

YEAS: Matherly, Hilling, Walley, Staley, Gatewood, Anderson  
NAYS: None  
**Mayor Eberhart** declared the MOTION CARRIED and Resolution No. 4606, as Amended, APPROVED.

- b) Resolution No. 4607 – A Resolution Accepting Agreements for Mutual Aid in Fire Protection and Emergency Medical Services. Introduced by Mayor Eberhart.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Resolution No. 4608 – A Resolution Authorizing the Mayor to Negotiate Mutual Aid and Cooperative Agreements for Fire Aid. Introduced by Mayor Eberhart.

PASSED and APPROVED on the CONSENT AGENDA.

- d) Resolution No. 4609 – A Resolution Recognizing a Day of Service in Honor of Dr. Martin Luther King, Jr. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Mr. Matherly**, moved to APPROVE Resolution No. 4609.

**Mr. Hilling** expressed appreciation for the public testimony on Resolution No. 4609. He spoke to the problems associated with trying to make Dr. Martin Luther King, Jr. Day an observed City holiday. He stated his belief that making the holiday a day of service for City employees would be more effective and would have more impact on the community.

**Mr. Hilling**, seconded by **Mr. Gatewood**, moved to AMEND Resolution No. 4609 by adding the language, “and his principle of justice for all” at the end of the first sentence in the fifth paragraph.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION NO. 4609 BY ADDING THE LANGUAGE, “AND HIS PRINCIPLE OF JUSTICE FOR ALL” AT THE END OF THE FIRST SENTENCE IN THE FIFTH PARAGRAPH AS FOLLOWS:

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

**Mr. Matherly** expressed hope that City employees use Dr. Martin Luther King, Jr. Day to model community service in Fairbanks. He stated that service in the community should happen throughout the year, not just on the holiday.

**Mr. Gatewood** stated that he fully supports Resolution No. 4609, as Amended. He recommended that the City be cautious to put guidelines in place in order to carry out the true purpose of community service.

**Mr. Hilling** stated that his only hesitation with Resolution No. 4609, as Amended, is the money the City will lose by allowing employees to perform community service during the work day. He asked Mayor Eberhart how many hours of the work day he intends to allow City employees to perform community service.

**Mayor Eberhart** stated that if Resolution No. 4609, as Amended, is approved the City will need to come up with some guidelines for community service. He indicated that there will be parameters and supervision in place for the program. He stated that there is no standard number of hours that will be set because of the varying types of community service. **Mayor Eberhart** stated that he would like to see the City observe Dr. Martin Luther King, Jr. Day as a true holiday for City employees. He commented that he does not have the authority to make such a change since it would affect various union labor contracts.

**Mr. Hilling** asked how much implementing the day of service would cost the City.

**Mayor Eberhart** stated that if the City observed Dr. Martin Luther King, Jr. Day as a paid holiday it would cost \$83,626. He stated that observing the day as an optional day of service is already budgeted as a normal work day. He commented that he does not equate the day of service to a dollar amount because it would be a tradeoff for volunteering good work in the community.

**Mr. Hilling** asked if employees would be permitted to perform community service during the work day on other days of the year if they were unable to do so on Dr. Martin Luther King, Jr. Day.

**Mayor Eberhart** replied that it is conceivable that alternate days may be permitted if necessary.

**Mr. Gatewood** stated that he envisions the day of service being only on Dr. Martin Luther King, Jr. Day. He commented that hours of service will likely be dependent on the number of employees within each department and the type of community service being performed. He indicated that it may be unfair to try to place a dollar figure on the City's cost to support the day of service.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4609, AS AMENDED, AS FOLLOWS:

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

NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED and Resolution No. 4609, as Amended, APPROVED.

- e) Hand-carried Resolution No. 4610 – A Resolution Urging the Secretary of the United States Air Force, the Chief of Staff of the United States Air Force, and the Commander of

the Pacific Air Forces to Base F-35 Aircraft Assigned to the Pacific Air Forces at Eielson Air Force Base. Introduced by Mayor Eberhart.

**Mr. Anderson**, seconded by **Mr. Hilling**, moved to APPROVE Resolution No. 4610.

**Mayor Eberhart** stated that he attended a Tiger Team meeting held at the Borough on January 17. He stated that Borough Mayor Hopkins had just returned from visiting the Luke Air Force Base in Arizona where they are planning to base F-35's. He stated that at the meeting he learned that the short list of locations to base F-35's will be released this week. **Mayor Eberhart** commented that basing F-35's at Eielson Air Force Base would offer future security for the community. He encouraged the approval of Resolution No. 4610.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4610 AS FOLLOWS:

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

NAYS: None

**Mayor Eberhart** declared the MOTION CARRIED and Resolution No. 4610 APPROVED.

## **DISCUSSION ITEMS**

### Committee Reports

Permanent Fund Review Board – **Mr. Gatewood** stated that the Board met for a work session earlier in the day. He distributed a report prepared by Chief Financial Officer Jim Soileau listing year-by-year transactions of the Permanent Fund from 1997 through 2013. **Mr. Gatewood** pointed out that at the end of 2013, the Fund balance was \$113.4 million and that as of January 16, 2014 the balance had risen to \$114.2 million. He directed the Council to the back page of the handout that outlined the drawdown schedule for the Fund. **Mr. Gatewood** gave a brief summary of the major changes to the Fund over the past 6 – 7 years.

2014 Arctic Winter Games – **Ms. Staley** stated that she is serving on the 2014 Arctic Winter Games Board and is co-chairing the PR Committee for the games with Amber Courtney, the City's Executive Communications Director/PIO. She announced that the events will start on March 15 and will continue through March 22. **Ms. Staley** stated that the games will make a significant positive impact on the community. She encouraged everyone to get involved with the Arctic Winter Games. She stated that the next meetings of the Golden Heart Parking Services Board and the Public Safety Commission will not be until February.

FMATS Policy Committee – **Mr. Walley** asked Mayor Eberhart to speak to the last meeting of the Policy Committee since he was unable to attend.

**Mayor Eberhart** stated that since the permit with the Alaska Railroad to build a pedestrian/bike path was approved FMATS will move forward with that project.

## COMMUNICATIONS TO COUNCIL

- a) Hotel/Motel Discretionary Fund Meeting Minutes of December 13, 2013

ACCEPTED on the CONSENT AGENDA

- a) Appointment to the Factfinding Commission

APPROVED on the CONSENT AGENDA

- a) Recommendation for Appointment to the FNSB Planning Commission

APPROVED on the CONSENT AGENDA

## COUNCIL MEMBERS' COMMENTS

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

**Mr. Hilling** addressed the medical marijuana issue stating that those in authority should not deny suffering individuals the medicine they may need. He expressed his support for opening a medical marijuana dispensary. He spoke to the problem with state law that allows for the use of the drug for medical purposes but prohibits individuals from obtaining it. **Mr. Hilling** stated that he plans to introduce a resolution in support of a medical marijuana dispensary. He thanked the public for their respective comments during Public Testimony. **Mr. Hilling** stated that in doing research on the names of city halls throughout the country, he found that typically a City Hall is named after its city. He stated that while he supports the renaming of the City Hall building to Patrick B. Cole, he does not believe it is appropriate to call it Patrick B. Cole City Hall. He stated that he lost his phone connection during the last Council Meeting when the issue was being discussed. **Mr. Hilling** spoke to his role as a Council Member and to the importance of abiding by the rules of order at City Council meetings. He thanked Mayor Eberhart for his aggressive approach to the issues at Eielson Air Force Base and to other City matters. He also thanked former Mayor Cleworth for his active role in the issues that faced Eielson.

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

**Mr. Gatewood** gave a "shout out" to local students. He spoke to his partiality for high school athletics and stated that Lathrop High School hosted a tournament over the weekend and invited teams. He stated that Monroe High School won the Diamond Tournament the weekend before in Anchorage where they played West Valley High School in the championship game. He stated that the students' performance made him proud to be from Fairbanks. **Mr. Gatewood** encouraged everyone to support local youth by attending local events.

**Mr. Walley** stated that it is good to be home from vacation and spoke to the high taxes of some of the other U.S. states. He expressed thanks to the Council for excusing him in his absence.

**Ms. Staley** stated that she is also glad to be back in Fairbanks. She thanked Mayor Eberhart for introducing Resolution No. 4606, as Amended.

**CITY ATTORNEY’S REPORT**

City Attorney Ewers requested that the Gavora Inc. vs. City of Fairbanks case be the first item of discussion in Executive Session since it would be very brief.

**Mr. Anderson**, seconded by **Mr. Hilling**, moved to go into Executive Session for the purpose of discussing the IBEW, PSEA and FFU Labor Contract Negotiations and the Gavora Inc. vs. City of Fairbanks lawsuit.

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

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

**EXECUTIVE SESSION**

- a) Labor Contract Negotiations – IBEW, PSEA and FFU
- b) Gavora Inc. vs. City of Fairbanks

**Mr. Gatewood** stated that the City Council met in Executive Session to discuss IBEW, PSEA and FFU Labor Contract Negotiations and the Gavora Inc. vs. City of Fairbanks lawsuit. He stated that direction was given to staff and no action was taken.

**ADJOURNMENT**

**Mr. Hilling** moved to ADJOURN the meeting.

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

**Mayor Eberhart** declared the Meeting adjourned at 11:20 P.M.

\_\_\_\_\_  
JOHN EBERHART, MAYOR

ATTEST:

\_\_\_\_\_  
JANEY HOVENDEN, CMC, CITY CLERK

Transcribed by: DS

**ORDINANCE NO. 5940**

**AN ORDINANCE AUTHORIZING LEASE OF LAND KNOWN AS  
GOLDEN HEART PLAZA FROM THE CITY TO FESTIVAL FAIRBANKS**

**WHEREAS**, the City of Fairbanks is the owner of Lots 3 and 4, Block 4, Fairbanks Townsite, also known as “Golden Heart Plaza,” and the improvements thereon, as shown on attached “Exhibit A” Real Estate Lease, and;

**WHEREAS**, Festival Fairbanks, a not-for-profit community agency, has for many years promoted the public use, management, and maintenance of Golden Heart Plaza, all of which benefit the City of Fairbanks, its residents, and visitors; and

**WHEREAS**, management of the Property by Festival Fairbanks is deemed consistent with the provisions of Fairbanks General Code of Ordinances, Section 70 Article III “Golden Heart Plaza”; and

**WHEREAS**, lease of the Property to Festival Fairbanks will provide the basic rights necessary for them to effectively and legally manage the Plaza; and

**WHEREAS**, Festival Fairbanks has requested a lease for the management purposes stated above; and

**WHEREAS**, Fairbanks General Code of Ordinances Section 70-44 provides that the City may lease without public offering whenever the lessee is a not for profit organization; and,

**WHEREAS**, it is the sense of the City Council that lease of the Property described above 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 an initial two-year lease term with a one-year extension at the discretion of the City Mayor.

**SECTION 2.** That the Mayor is hereby authorized and directed to execute the lease on behalf of the City, and the City Clerk is authorized to attest and affix the City Seal to the 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 \_\_\_\_ day of April, 2014.

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**John Eberhart, Mayor**

AYES:  
NAYS:  
ABSTAIN:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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Janey Hovenden, City Clerk

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Paul Ewers, City Attorney

**EXHIBIT "A" to ORDINANCE No. 5940**

**REAL ESTATE LEASE**

THIS LEASE, made and effective as of the 14th day of April 2014 by the City of Fairbanks, a municipal corporation of the State of Alaska, with address of 800 Cushman Street, Fairbanks, Alaska 99701, hereinafter called Lessor, and FESTIVAL FAIRBANKS, INC., with address of 514 Second Avenue, Fairbanks, Alaska 99701, hereinafter called Lessee.

WITNESSETH:

WHEREAS, the City of Fairbanks, as trustee for the public, and pursuant to Ordinance 5940, hereby authorizes lease of the property described below, and under the conditions stated.

NOW THEREFORE, Lessor, in consideration of the rent hereinafter specified and of the mutual covenants and agreements herein expressed has leased and by these presents does lease that certain real property as follows:

1. Lease of Property. The Lessor leases to Lessee, and Lessee leases from Lessor, the real property located at Fairbanks, Alaska, more particularly described as follows:

Lots 3 and 4, Block 4, Fairbanks Townsite, also known as "Golden Heart Plaza," and the improvements thereon, as shown on the attached "Lease Exhibit 1 of 1."

2. Term. The term of this Lease shall be for two years, beginning April 14, 2014, and ending April 13, 2016.

3. Option. This lease may be renewed for one additional year at the sole discretion of the Mayor.

4. Use. Lessee shall use the Property in compliance with Fairbanks General Code of Ordinances Sections 70-96 through 70-99, "Golden Heart Plaza."

5. Rent. As compensation for use of the Property during the life of this lease, Lessee shall pay the sum of One Dollar (\$1.00) per year, paid in advance. Payments shall be made at Lessor's Office of the City Clerk, physical address shown above.

6. Prohibited Uses. Lessee shall not use or permit the use of the Property or any part thereof in violation of any applicable law, ordinance, or regulation.

7. Maintenance and Expenses. Lessee shall perform routine cleaning associated with the leased Property proper, keeping the Property in a clean, safe condition, free of litter and debris. Lessee shall notify Lessor of hazards or safety concerns on or about the Property in a timely manner. Lessor shall provide repairs or alterations as it deems necessary, at its expense.

8. Termination. In the event the Lessor sells or redevelops the property, Lessee's rights hereunder shall terminate, and Lessee shall vacate within 60 days of notice delivered in writing.

9. Exculpation and Indemnity.

a. Exculpation of Lessor: Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property from any cause. Lessee shall bear all risk of loss as to all personal property of the Lessee, stored, or remaining on or near the Property, including without limitation, inventory, equipment, fixtures, and employees' personal effects.



b. Indemnity: Lessee shall defend and hold the Lessor harmless from all damages arising out of any damage or injury to any person or property occurring in, about, or on the Property.

c. Public Liability and Damage Insurance: Lessee at its sole cost shall at all times maintain public liability and damage insurance with a single combined liability limit of \$1,000,000 and insuring against all liability of Lessee and its authorized representatives arising out of and in connection with Lessee's use or occupancy of the Property.

All public liability insurance and property damage insurance shall insure performance by Lessee of the indemnity provisions provided herein. Lessor shall be named as an additional insured.

10. Prevention of Waste and Nuisance. Lessee shall not use the Property in any manner that will constitute waste, nuisance, or unreasonable annoyance to Lessor or the owners or occupants of adjacent properties. Violation or breach under this section shall be determined at the sole discretion of the City Mayor.

11. Assignment and Sublease. Lessee shall not assign or sublet its rights under this Lease without written consent of Lessor, which consent shall be at Lessor's sole discretion.

12. Liens. Lessee shall keep the Property free from any liens, including without limitation those liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

13. Consultation with Attorney. Lessee acknowledges that it has the right to review this Lease and all other documents relating to the Lease with its own attorney. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred.

14. Right of Entry. Lessor, its agents and authorized employees, shall have the right to enter the Property to examine the same and to make repairs, alterations, improvements or additions as Lessor may deem necessary or desirable during Lessee's business hours. All such entry shall be preceded by 72 hour advance notice to Lessee, except that immediate entry shall be allowed in event of emergency, as determined by the City Engineer.

15. Default. Failure to occupy and operate the Property for two consecutive weekends or failure to perform any provision of this Lease shall constitute default by Lessee of this Lease. Upon Lessee's default, Lessor shall give Lessee 10 days notice to cure the default. No default notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

16. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address.

17. Attorney's Fees. If Lessor brings or maintains an action for enforcement of any of the covenants, terms, or conditions of this Lease, Lessee shall pay all costs incurred by Lessor for such action including attorney's fees in the event Lessee is found to be at fault.

18. Time of Essence. Time is of the essence of each provision of this Lease.

19. Successors. This Lease shall be binding on the parties and their successors.

20. Captions. The captions of this Lease shall have no interpretive effect.

21. Singular and Plural. When required by the context of this Lease, singular shall include the plural.

22. Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

**FESTIVAL FAIRBANKS, INC.**

**CITY OF FAIRBANKS, ALASKA**

\_\_\_\_\_  
**Julie Jones**  
Executive Director

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

ATTEST:

(CITY SEAL)

\_\_\_\_\_  
**Janey Hovenden, MMC, City Clerk**

ACKNOWLEDGMENT

State of Alaska )  
 ) ss  
Fourth Judicial District )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, personally appeared **John Eberhart**, the Mayor of the City of Fairbanks, and **Janey Hovenden**, the City Clerk of the City of Fairbanks, the municipal corporation named in the foregoing instrument, and that they acknowledged before me that they executed the same for and on behalf of said municipal corporation. IN WITNESS, I have set my hand and seal.

NOTARY PUBLIC:  
Commission Expires:

ACKNOWLEDGMENT

State of Alaska )  
 ) ss  
Fourth Judicial District )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2014 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, personally appeared **Julie Jones** of Festival Fairbanks, Inc., the Corporation named above, and she acknowledged to me that she executed the same for and on behalf of said Corporation as the Executive Director, under authority of said Corporation so granted by the Board of Directors, as the free and voluntary act and deed of said Corporation. IN WITNESS WHEREOF I have set my hand and seal the day.

NOTARY PUBLIC:  
Commission Expires:

Return to:  
Patrick Smith  
City of Fairbanks  
800 Cushman Street Fairbanks, Alaska 99701



GOLDEN HEART PLAZA  
LEASE EXHIBIT 1 OF 1

**ORDINANCE NO. 5941**

**AN ORDINANCE AMENDING THE 2014  
 OPERATING AND CAPITAL BUDGETS FOR THE FIRST TIME**

**WHEREAS**, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2014 operating and capital budgets,

**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 budget from the following sources of revenue for the City of Fairbanks in the amount indicated 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:

	APPROVED BUDGET	AS AMENDED
Taxes, (all sources)	\$ 20,093,954	\$ <b>19,920,196</b>
Charges for Services	4,372,020	4,372,020
Intergovernmental Revenues	4,387,280	4,387,280
Licenses & Permits	1,438,000	1,438,000
Fines, Forfeitures & Penalties	1,022,185	1,022,185
Interest & Penalties	130,500	130,500
Rental & Lease Income	156,371	<b>158,744</b>
Other Revenues	215,000	215,000
Other Financing Sources	3,306,992	<b>3,335,131</b>
Total appropriation	\$ 35,122,302	\$ <b>34,979,056</b>

**SECTION 2.** There is hereby appropriated to the 2014 budget expenditures for the City of Fairbanks in the amount indicated:

DESCRIPTION	APPROVED BUDGET	AS AMENDED
Mayor and Council	\$ 502,467	\$ 502,467
Office of the City Attorney	175,761	175,761
Office of the City Clerk	343,699	<b>344,049</b>
Finance Department	903,321	903,321
Information Technology	1,403,367	<b>1,404,586</b>
General Account	5,407,193	<b>5,502,395</b>
Risk Management	1,407,428	<b>1,040,819</b>
Police Department	7,003,005	<b>7,065,510</b>
Dispatch Center	2,046,151	<b>2,048,745</b>
Fire Department	6,342,599	<b>6,351,259</b>
Public Works Department	7,430,290	<b>7,530,572</b>
Engineering Department	489,065	489,065
Building Department	654,283	<b>655,195</b>
Total appropriation	<u>\$ 34,108,629</u>	<u>\$ 34,013,744</u>
12/31/13 general fund balance	\$ 11,700,726	\$ <b>13,270,041</b>
Increase to fund balance	1,013,673	965,312
Nonspendable	-	<b>(424,514)</b>
Committed for snow removal	(250,000)	(250,000)
Committed self insurance	(530,000)	<b>(785,248)</b>
12/31/14 Unassigned balance	<u>\$ 11,934,399</u>	<u>\$ 12,775,591</u>

**SECTION 3.** There is hereby appropriated to the 2014 Capital Fund budget from the following sources of revenue for the City of Fairbanks in the amount indicated 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.

:

	APPROVED BUDGET	AS AMENDED
Transfer from Permanent Fund	\$ 511,442	<b>\$ 514,960</b>
Transfer from General Fund	500,000	500,000
Transfer Ambulance Mileage from General Fund	65,000	65,000
Budgeted Garbage Equipment Replacement	219,545	219,545
Equipment Replacement - Public Works	250,000	250,000
Equipment Replacement - Building Department	10,000	10,000
Equipment Replacement - Police	180,000	180,000
Equipment Replacement - Dispatch	80,000	80,000
Equipment Replacement - Fire	250,000	250,000
Equipment Replacement - IT	110,000	110,000
Property Repair & Replacement	145,000	145,000
Total appropriation	<u>\$ 2,320,987</u>	<u><b>\$ 2,324,505</b></u>

**SECTION 4.** There is hereby appropriated to the 2014 capital budget, expenditures for the City of Fairbanks in the amount indicated:

<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>APPROVED BUDGET</u>	<u>AS AMENDED</u>
14	Information Tech. Department	497,500	<b>637,300</b>
20	Police Department	180,000	180,000
21	Dispatch Department	555,488	555,488
30	Fire Department	365,595	<b>572,829</b>
50	Public Works Department	1,566,200	<b>1,955,463</b>
	Total appropriation	\$ 3,164,783	<b>\$ 3,901,080</b>
12/31/13 capital fund balance		\$ 4,693,199	<b>\$ 6,139,228</b>
Decrease to fund balance		(843,796)	<b>(1,576,575)</b>
12/31/14 Assigned fund balance		<u>\$ 3,849,403</u>	<u><b>\$ 4,562,653</b></u>

**SECTION 5.** 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 6.** The effective date of this ordinance shall be the \_\_\_\_\_ day of April 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 5941, AMENDING THE 2014 OPERATING AND CAPITAL BUDGETS  
FOR THE FIRST TIME

ESTIMATED REVENUES and OTHER FINANCING SOURCES (USES)

\$143,246 Decrease

1. Taxes – \$173,758 Decrease
  - \$386,205 Decrease in property taxes
  - \$144,447 Increase in hotel taxes
  - \$ 78,000 Increase in alcohol taxes
  - \$ 10,000 Decrease in tobacco taxes
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 – \$2,373 Increase in cell tower lease
8. Other Revenues – No Change
9. Other Financing Sources & (Uses) – \$28,139 Increase in transfer from Permanent Fund

FISCAL NOTE CONTINUED  
ESTIMATED EXPENDITURES

\$94,885 DECREASE

1. Mayor & Council – No Change
2. City Attorney’s Office – No Change
3. City Clerk’s Office – \$350 Increase
  - \$ 350 Office Supplies (2013 encumbrance)
4. Finance Department – No Change
5. Information Technology – \$1,219 Increase
  - \$ 1,219 Equipment (2013 encumbrance)
6. General Account – \$95,202 Increase
  - \$ 91,946 Increase for Hotel Distribution
  - \$ 530 Office supplies (2013 encumbrance)
  - \$ 290 Professional services (2013 encumbrance)
  - \$ 2,436 Street lighting (2013 encumbrance)
7. Risk Management – \$366,609 Decrease
  - \$ 368,853 Decrease in claims for 2013 actual
  - \$ 821 Auto liability (2013 encumbrance)
  - \$ 1,423 Medical (2013 encumbrance)
8. Police Department – \$62,505 Increase
  - \$ 6,356 Uniforms (2013 encumbrance)
  - \$ 53,906 Operating supplies (2013 encumbrance)
  - \$ 2,243 Outside contracts (2013 encumbrance)
9. Dispatch – \$2,594 Increase
  - \$ 1,320 Operating supplies (2013 encumbrance)
  - \$ 1,274 Outside contracts (2013 encumbrance)
10. Fire Department – \$8,660 Increase
  - \$ 772 Benefits (2013 encumbrance)
  - \$ 6,888 Uniforms (2013 encumbrance)

- \$ 1,000 Repairs and maintenance (2013 encumbrance)

11. Public Works – \$100,282 Increase

- \$ 14,216 Operating supplies (2013 encumbrance)
- \$ 20,403 Equipment parts and supplies (2013 encumbrance)
- \$ 9,596 Repair and construction material (2013 encumbrance)
- \$ 300 Dues and publications (2013 encumbrance)
- \$ 26,068 Outside contracts (2013 encumbrance)
- \$ 7,100 Garbage collection (2013 encumbrance)
- \$ 22,599 Equipment (2013 encumbrance)

12. Engineering – No Change

13. Building Department – \$ 912 Increase

- \$ 912 Office supplies (2013 encumbrance)

## FISCAL NOTE CONTINUED

### Capital Fund

#### 1. REVENUES

- No change

#### 2. OTHER FINANCING SOURCES (USES)

- \$3,518 Increase to transfer from Permanent Fund

#### 3. EXPENDITURES - \$736,297 Increase

- Information Technology - \$ 139,800 Increase for 2013 encumbrances
- Fire Department - \$207,234 Increase for 2013 encumbrances
- Public Works - \$389,263 Increase for 2013 encumbrances

#### 4. INTERNAL TRANSFERS

- No Change

**ORDINANCE NO. 5942**

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

**WHEREAS**, the Collective Bargaining Agreement between the City and the IBEW Administrative, Professional, Executive & Supervisory bargaining unit expired on December 31, 2013; and

**WHEREAS**, the IBEW and City Administration have reached a tentative agreement for a new three-year agreement which incorporates the labor goals of the City Council and is consistent with the terms of other recently adopted labor contracts.

**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 IBEW Local 1547.

**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

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

**I. REQUEST:**

Ordinance or Resolution No: 5942

Abbreviated Title: Ratifying 2014 IBEW CBA

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes          No X

If yes, what is the estimate?         

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

If yes, how many positions?         

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

**II. FINANCIAL DETAIL:**

<b>ESTIMATED EXPENDITURES</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>		<b>Total</b>
Wages & benefits 2.5% on the package	\$103,867	\$103,867	\$103,867		\$311,601
Increase in leave banks	\$8,782				\$8,782
					\$0
Wages & Benefits 2% per hour increase 2nd Year		\$84,981	\$84,981		\$169,962
Increase in leave banks*		\$11,885			\$11,885
Wages & Benefits 2% per hour increase 3rd Year			\$86,680		\$86,680
Increase in leave banks*			\$12,123		\$12,123
<b>TOTAL</b>	<b>\$112,649</b>	<b>\$200,733</b>	<b>\$287,651</b>		<b>\$601,033</b>

<b>ESTIMATED FUNDING SOURCES</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>FY 2016</b>		<b>Total</b>
General Fund	\$112,649	\$200,733	\$287,651		\$601,033
Capital Fund					\$0
Federal Grant					\$0
State Grant					\$0
Local Contract					\$0
Cash Match					\$0
In-Kind Match					\$0
Other					\$0
<b>TOTAL</b>	<b>\$112,649</b>	<b>\$200,733</b>	<b>\$287,651</b>		<b>\$601,033</b>

Reviewed by Finance Department:

Initial JNS

Date 3/18/2014

1. Package rate adjusted by an increase of 2.5% effective January 1, 2014.  
1.5% to Wages and 1% distributed equally to each member (.48 cents) for health care.
2. On January 1, 2015 and January 1, 2016 the package rate will be increased by 2%.
3. Leave estimated using 12-31-2013 balances.

\*Assumes the entire wage is allocated to the base rate and not allocated by union members to health or pension.

**WORKING AGREEMENT**

**BETWEEN**

**THE CITY OF FAIRBANKS**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 1547**

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

**January 1, 2014 – December 31, 2016**



## **AGREEMENT**

### **BETWEEN**

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

**LOCAL UNION #1547 OF  
THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL-CIO (UNION)**

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

### **ARTICLE 1 POLICY, PURPOSE AND EFFECT OF THIS AGREEMENT**

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

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

The purposes of this Agreement are:

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

- F. To provide a basis for the adjustment of matters of mutual interest and concern by means of amicable discussion.
- G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.
- H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and unless specifically referenced herein has no applicability to any Union member.

## **ARTICLE 2 RECOGNITION**

### **2.1 - Exclusive Bargaining Agent**

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

### **2.2 - Job Classifications and Descriptions**

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

- A. Additional classifications or reclassifications shall be included within the bargaining unit or exempt therefrom on the basis of the Alaska Labor Relations Agency criteria.
- B. The City agrees to submit material changes in job descriptions for review and comment by the Union prior to implementing such changes. New job classifications created or existing job classifications changed during the life of this Agreement shall be submitted to the Union for review and comment prior to implementation.

Union comments are due within 5 business days of submission to the Union unless agreed otherwise by the parties. The City shall make a good faith effort to take Union comments into consideration. The City reserves the right to make the final decision regarding such classifications and reclassifications. Only the most recently dated and initialed version of the job description is effective.

- C. Should unresolvable differences as to inclusion or exclusion of additional classifications or reclassifications to the bargaining unit occur, either party may request that the jurisdiction be determined by the Alaska Labor Relations Agency, or its successor for resolution.
- D. Any jurisdictional disputes involving another union that may arise as a result of the action of the parties regarding such classifications or reclassifications shall be submitted to the Alaska Labor Relations Agency, or its successor for resolution.

### 2.3 - Intern Program

The City and IBEW agree to establish and maintain an efficient and effective internship program for students from qualified educational institutions working less than 25 hours per week during the fall and spring semesters. The purpose of the internship program is to develop, train and mentor students interested in engineering, accounting, information technology, or construction management fields covered by the existing collective bargaining agreement. The internship program will not displace qualified workers within departments that use interns.

The City will compensate the interns at a rate mutually agreed to by the parties. The City also agrees to make a contribution per compensable hour worked to the Union's money purchase plan equal to the pension and health care contribution requirements. Interns will receive no other benefits. If an intern continues to be employed with the City during the summer months and exceeds the established hours of this program, the City and Union agree to meet to create a benefit arrangement that will allow the intern the ability to vest in the Union's pension plan as a temporary employee or continue the contributions to the money purchase plan.

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

### 2.4 - 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 CBA, will be exempted from membership in the Union and will not be eligible for wages and benefits as provided under this CBA. The City may establish compensation for participants in this program so long as it does not negatively impact wage and benefits for City employees covered by this CBA. Participation in this program is viewed as a learning opportunity and is not intended to displace staffing levels.

## **ARTICLE 3 HIRING PREFERENCES**

### 3.1 - Non-Discrimination

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

### 3.2 - Local Hire Clause

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

### 3.3 – Nepotism

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

## **ARTICLE 4 UNION SECURITY**

### 4.1 - Agency Shop

- A. All employees shall, as a condition of continued employment, either become a member of the Union and pay Union dues or pay an agency fee to the Union equal to the amount of Union dues assessed uniformly against all Union members in this bargaining unit. To be eligible for the agency fee provision, an employee shall meet the "religious objection" criteria. Payment of Union dues or agency fee shall commence within 30 days after the date of hire.
- B. Upon the written request by the Union to the City, a unit member employed for more than 30 days who is not complying with the membership or agency shop provisions of the Agreement shall be terminated in accordance with the Union's written instructions. Where such dismissal action is taken by the City in accordance with the Union's written request, the Union will hold the City harmless.
- C. Persons hired in a bargaining unit position shall be informed at the time of the employment offer of the Union membership obligation under this

Agreement. The employee shall report to the Union office for membership discussion within 5 working days after reporting to work.

- D. Newly hired bargaining unit members shall be afforded the opportunity to participate in an orientation meeting not to exceed one hour conducted by a bargaining unit Shop Steward. The meeting may be conducted at the earliest date reasonably accommodated but not later than 2 weeks following the first day of employment. This orientation is intended to familiarize the newly hired member with bargained benefit plans.

#### 4.2 - Exclusive Negotiations with Union

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

#### 4.3 - Check Off and Payroll Deductions

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

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

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

#### 4.4 - List of Bargaining Unit Members

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

#### 4.5 - Professional Representation

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

#### 4.6 - Employee Representatives

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

#### 4.7 - Negotiating Team

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

### **ARTICLE 5 MANAGEMENT'S RIGHTS**

#### 5.1 – General

The City, under this Agreement, has and will retain the right to represent and manage the City, and direct its working forces, including the right to hire, to promote and demote, to discharge personnel for good and just cause in the interest of the City, provided such actions do not conflict with the provisions of this Agreement. Nothing in this Agreement is intended, nor is it to be construed in any way, as to interfere with the prerogative of the City to manage and control the business of the City.

#### 5.2 – Subcontracting

The City reserves the right to subcontract any work falling within the scope of this Agreement. An employee whose position is eliminated as a result of subcontracting shall be offered reasonably comparable work within the City at their regular rate of pay and level of benefits. If no such position is available, the affected employee shall be given at least 6 months' notice prior to lay-off or severance pay equal to 6 months' pay

and benefits minus the amount of notice actually given. The employee may opt, however, to take 3 months' severance pay in lieu of 3 months of the notice period. Any employee suffering a loss of hours shall be made whole by an amount of pay and benefits equal to their reduction in hours for a 6 month period.

An employee laid off as a result of the City's exercise of its rights under this Section shall have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 36-month period. Disputes as to the comparability or equivalence of any position shall be resolved in accordance with expedited arbitration. Notification of vacancy pursuant to this Section shall be to the Union's Fairbanks business office. The employee's time to respond to such notice shall be as set forth in Article 23, Section 2(B).

## **ARTICLE 6 HOLIDAYS**

### 6.1 – Listing

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

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

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

### 6.2 - Observance of Holidays

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

### 6.3 - Working on Holidays

If a non-exempt employee is required to work on a holiday, the City will pay 8 hours' straight time pay for the holiday, plus time and a half for hours actually worked. If a holiday falls during an employee's vacation, the employee shall receive holiday pay for

the holiday and shall not be charged leave time for that day.

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

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

## **ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURE**

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

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

### **7.1 - Regular Arbitration**

#### **STEP ONE –**

When an employee has a grievance, the employee, accompanied by a Union Representative if the employee chooses, shall verbally discuss the matter with the relevant immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 10 working days of the employee having through the exercise of reasonable diligence, gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance shall be reduced to writing, signed by the employee, and presented within 3 working days to the immediate supervisor by a Union Representative. The grievance shall state the Article and Section number of this Agreement allegedly violated, the manner in which the employee believes that Section has been violated, and the precise remedy sought. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, his or her response to the grievance within 5 working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall then be delivered to the Union, with a copy to the aggrieved employee(s), within 5 working days for further handling at the next step of this procedure.



## STEP TWO –

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

### 7.2 - Expedited Arbitration

Where expedited arbitration is provided for under this Agreement, or mutually desired by the parties, the grievance at issue shall be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 4, Expedited Arbitration/Arbitrator Selection.

### 7.3 - Regular Arbitration/Arbitrator Selection

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

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

- B. Within 5 working days, from the date of receipt of the list, the Employer and the Union Representative shall meet and alternately strike 1 name from the list until 1 name remains. The side to strike the first name shall be chosen by the flip of a coin.
- C. If either party fails, or refuses, to jointly request a list of arbitrators or fails or refuses to choose an arbitrator from such list as provided above, then either party may make a demand or submission to the American Arbitration Association and the neutral arbitrator shall be appointed in accordance with Rule 12 of the American Arbitration Association Arbitration Rules as are in effect at the time of demand.

#### 7.4 - Expedited Arbitration/Arbitrator Selection

- A. The parties may meet and adopt a list of arbitrators suitable to both parties for use as arbitrators and/or mediators pursuant to this Section. The party proposing a name for the list shall submit biographical information or a resume for that person for the other party's consideration. For selected issues the parties recognize that a local arbitrator may have better knowledge of local conditions and problems and there could be cost and time savings by the selection of a local arbitrator. Consequently, the parties shall endeavor to include the names of at least 3 local persons on the list. The arbitrators on the expedited arbitration list shall not be required to be members of the Federal Mediation and Conciliation Service or of the American Arbitration Association.
- B. Where expedited arbitration or mediation is required by this Agreement, or mutually desired by the parties, within 10 working days of receipt of the demand for arbitration or mediation or another mutually agreeable time, the parties shall meet and select a name from the pre-determined list based upon the following factors in order of priority: 1) the arbitrator's early availability; 2) the background and experience of the arbitrator in the issues to be determined; 3) the aggregate of the travel and per diem expense of the arbitrator; and 4) such other factors as are deemed important by the parties at the time of selection. When the parties cannot mutually agree upon a name that is on the list based upon the above criteria, then they shall alternately strike 1 name from the list until 1 name remains. The side to strike the first name shall be chosen by the flip of a coin. In no event shall the arbitration hearing be held more than 60 days after a request for expedited arbitration has been made. However, if none of the arbitrators are available within that time, the mutually agreed to arbitrator with the earliest availability dates shall be selected.

## 7.5 - Rules Common to Regular and Expedited Arbitration

- A. The Arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide issues not so submitted. The authority of the Arbitrator shall be limited to the application and interpretation of this Agreement. The Arbitrator shall have no authority to amend, alter, modify or otherwise change the terms or scope of this Agreement. The Arbitrator shall be empowered to conduct a formal hearing governed by the procedural rules of the American Arbitration Association, take evidence, issue subpoenas to compel testimony or the production of physical evidence, and to issue a written opinion and award.
- B. The decision of the Arbitrator shall be final and binding upon the parties to the dispute. The final decision of the Arbitrator shall be implemented as soon as possible, but not later than 30 days after the final decision is rendered.
- C. The City and the Union mutually agree to have more than 1 grievance or dispute submitted to the same Arbitrator. Each grievance or dispute may by mutual agreement be submitted to separately convened arbitration proceedings.
- D. The expenses of the neutral Arbitrator shall be borne by the losing party. If, in the opinion of the Arbitrator, the positions of both parties were reasonable and neither party can be fairly considered the losing party, then such expenses shall be borne equally by the parties.

## 7.6 - Employee Witnesses

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

## 7.7 - Retroactive Pay

No Arbitrator appointed hereunder shall have any authority whatsoever to award any grievant any retroactive pay for any period of time prior to 15 calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists in accordance with Article 7, Section 1. To the extent this provision may conflict with applicable State or Federal law regarding employee wage or benefit

claims, such applicable law will prevail.

#### 7.8 – Discharge

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

#### 7.9 – Default

Notwithstanding Sections 3 and 4, in the event either party to a grievance fails to properly answer, respond or act within the time specified at any step of the grievance procedure, the grievance shall be deemed settled against the party which failed to timely answer, respond, act, or appeal. Any of the time limits set forth in the grievance procedure may be extended by written agreement. Grievances resolved by default may not be the basis of establishing precedent on the merits for the resolution of any other grievances.

### **ARTICLE 8 DISCHARGE AND NOTICE**

#### 8.1 - Timely City Notice To Employee

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

#### 8.2 - Timely Employee Notice To City

All permanent employees who have fulfilled probationary requirements shall give the Employer two weeks' notice before leaving their employment unless mutually agreed beforehand between the Employer and the employee. Notation of failure to give proper notice will be placed in the employee's personnel file and may result in the employee being classified as "Ineligible for Rehire."

#### 8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor shall be deemed given when actually delivered to the Mayor, or when delivered to the secretary of the person in charge of the office of the Mayor. Notices required or allowed to be given to the Union shall be deemed given when actually delivered to the

Union's business agent, or when delivered to the secretary or person in charge of the Union's Fairbanks business office. Notices to an immediate supervisor shall be personally delivered. Notices to an employee shall be personally delivered, or, if an employee is absent from the work place, shall be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, addressed to the employee at his or her mailing address as shown on the records of the City.

#### 8.4 - Termination For Cause

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

### **ARTICLE 9 HEALTH AND WELFARE**

#### 9.1 - Health and Welfare

- A. The City agrees to pay each month for coverage of regular employees working under the terms of this Agreement in the Alaska Electrical Health and Welfare Plan. All new employees shall be covered on the first of the month following the date of employment.

The City's contribution for regular employees shall be as provided in Schedule "A".

#### 9.2 - Retirement/Pension and Social Security

- A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF), as provided in Schedule "A".
- B. In the event Federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by mutual agreement, determine how such legislation shall impact this Agreement.
- C. Employees may voluntarily contribute to the Alaska Electrical Worker's Money Purchase Pension Plan. The Employer agrees to withhold and forward voluntary contributions authorized by the employee.

#### 9.3 - Deferred Compensation

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

#### 9.4 - Physical Examinations

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

#### 9.5 - Fitness to Perform Duties

When in the opinion of the City there arise documented incidents, which raise specific questions as to the physical and/or mental ability of an employee to perform their normal work assignment or fitness for duty, an appropriate examination, including all relevant substance abuse test procedures, of the employee may be ordered by the City. If such examination demonstrates, in the opinion of the examining physician or specialist, that the employee is physically and/or mentally incapable of performing their normal work assignment or is not fit for duty, the employee shall be allowed to seek a second opinion from a local licensed physician or specialist (whichever the case may demand) of their choice at their own expense. If there is no other physician or specialist within the Fairbanks area from which the employee may acquire a second opinion, the City will share equally the costs of the employee's second opinion, including related travel costs, so long as the employee goes to a physician or specialist within the Anchorage, Alaska area.

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

#### 9.6 - Drug Testing

The parties agree to be covered by a random drug test policy in the same manner as Federal CDL holders are subject to, at the expense of the City.

#### 9.7 - Unemployment Compensation

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

## 9.8 - Section 125 Plan

The City agrees to maintain a Section 125 “Flexible Benefits Plan” as a means for employees to pay insurance premiums on a pre-taxed basis, and for the purpose of setting aside monies to pay uncovered costs of medical insurance and dependent care as allowed under Federal law.

## **ARTICLE 10 WORKING CONDITIONS**

### 10.1 - Work Week

- A. Members of this bargaining unit are professional, executive and/or administrative employees, and as such are required to work a sufficient number of hours to perform their job duties, some of whom are exempt from receiving overtime.
- B. Flexible work week and work day schedules will be fully considered and used with the mutual consent of the City and employee, including work beyond 8 hours a day and work on more than 5 days.
- C. Non-exempt employees shall receive overtime for all hours that exceed 8 hours per day or 40 hours per week. Employees working a flex schedule are an exception to this rule, whereby overtime will be paid for hours in excess of the established daily flex schedule or 40 hours per week. No employee will work any overtime or any hours outside the employee’s normal schedule without the prior approval of the Department Head.
- D. Employees called back to work by their Department Head after leaving work will be employed for a minimum of 2 hours or credited with a minimum of 2 hours of work to be credited towards the 8 hours for that day or 40 hours of work for that week.
- E. Unless mutually agreed otherwise, an employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.

### 10.2 – Job Share

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

- A. Job sharing is defined as two employees qualified for the same classification sharing 1 position. Job share opportunities will be based on a schedule to be approved in advance by the Department Head.

- B. If a job share employee separates or successfully bids into another classification, the remaining employee will have the option of reverting to full-time or requesting that the job share position be bid. If no other job share employee is hired into the position, the employee will be expected to resume full-time work status.
- C. Personal leave accrual will be prorated based on the hours worked.
- D. The employee scheduled on a holiday will observe the holiday. The employee not scheduled will not be compensated for the holiday. Each employee shall be entitled to one personal floating holiday per year.
- E. Alaska Electrical Health and Welfare Plan premium contributions will be paid for the active employee only. The inactive employee will have all benefits suspended during their job share inactive time including the use or drawdown of any accumulated personal leave.
- F. The employee who is not actively working may elect to receive COBRA benefits under the Alaska Electrical Health and Welfare Plan.

### 10.3 - Pay Periods

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

### 10.4 - Revocation of Driver's License

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



## 10.5 - Work Environment

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

## 10.6 - Bulletin Boards

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

## 10.7 – Indemnification

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

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

## **ARTICLE 11 PROBATION**

### 11.1 – Object

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

## 11.2 – Duration

The probationary period shall be 6 months for all employees covered under this Agreement. A promotion or transfer shall not trigger any additional formal probation; however, for a 90-day period following any transfer or promotion, the employee may elect, without penalty, to return to their former position, even if this requires the layoff of the person holding the position. Likewise, the Employer may elect to return the employee to their former position during the same time period without cause, without penalty to the employee. But for this one exception, a transferred or promoted employee retains all rights and entitlements.

## 11.3 – Dismissal

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

# **ARTICLE 12 EMPLOYEE RECORDS**

## 12.1 - Examination of Records

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

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

## 12.2 – Work Time Records

Work time records of employees shall not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the Employer must change a work time record, consultation with the employee shall occur at the first reasonable opportunity. Copies of the employee's work time records shall be made available by the Employer for inspection by the employee or Union Representative during working hours. In the event the employee disagrees with the

Employer's change, even after consultation, the disagreement may be submitted as a grievance for resolution in accordance with Article 7.

## **ARTICLE 13 EQUIPMENT AND CLOTHING**

### 13.1 – Clothing

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

### 13.2 - Employer 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.

### 13.3 - Personal Property

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

### 13.4 - Improved Equipment

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

### 13.5 - City Property

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

## **ARTICLE 14 SAFETY**

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

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

## **ARTICLE 15 EDUCATION, TRAINING AND TUITION**

### 15.1 - Employer Provided

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

### 15.2 - Employee Requested

An employee may wish to obtain education or training in addition to that provided by the Employer under Section 1 of this Article. In order to obtain a tuition refund or reimbursement for any other conference or seminar (tuition), education or training costs and fees, including travel and accommodations, employees must first obtain prior written consent of the Mayor. Where such consent has been provided and upon proof of successful completion of the education or training, the City shall give the employee administrative leave for travel to and from, as well as attendance at, the conference or seminar and shall refund 100% of tuition paid for such education or training. The City shall also reimburse the employee for any pre-approved reasonable costs, fees or travel expenses paid by the employee in connection with such education or training. Reasonable costs, fees and travel expenses reimbursed for travel outside the City of Fairbanks shall be as described in Article 19, Travel and Per Diem.

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

## **ARTICLE 16 WAGES**

### 16.1 - Wage Classification and Salaries

The wage rate, which is the package rate minus allocations for benefits, for the classifications is shown in Schedule "A." The City is not precluded from paying a higher wage rate or annual bonus as it finds necessary for superior performance to any of the employees covered by this Agreement. (See text accompanying Schedule "A," Section 2).

- A. The package rate will be adjusted by an increase of 1.5% effective January 1, 2014. Additionally, where other groups were given a bonus, this group elects to calculate the additional 1% increase to be applied to all members as an additional \$0.48 per hour to Employer health care (total per hour amount of \$5.38).
- B. On January 1, 2015, and on January 1, 2016, the package rate will be adjusted by an increase of 2% each year. If any other City bargaining unit receives an increase to their package rate that is greater than 2% for 2015 or 2016, the City agrees to reopen Article 16.1 for negotiation. Negotiations will commence no later than January 10, 2015, or January 10, 2016, if such conditions arise.
- C. Newly created classifications, temporary and intern employees' wage structures will be mutually established by the City and Union assessed by the knowledge, skills and abilities of the individuals.

#### 16.2 – Pay for Temporary Assignments

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

##### 16.2.1 – Compensation for Service as Acting Department Head

When a Department Head is on personal leave and unavailable for more than 12 hours to physically respond to the work if needed, another employee may be appointed by the City Mayor or designee as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at inter-agency meetings and taking responsibility for overall operations of the Department 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.

#### 16.3 - Compensatory Time

##### A. Exempt Employees.

Compensatory time is time off made available to an employee who has worked in excess of 40 hours per work week as a result of their attendance at such

things as mandatory meetings, actual call-outs, evening work on special projects the completion of which is not feasible during the ordinary work day or work week or other similar functions. The accrual and use of compensatory time shall be pre-authorized and administered in the manner set forth by the Mayor, as amended from time to time.

**B. Non-Exempt Employees.**

Non-exempt employees who are eligible for overtime may elect to accrue compensatory time at the rate of 1.5 hours for each hour worked. Compensatory time will be used in the same manner as annual leave per Article 20.

**C. Compensatory Time Balances.**

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

**16.4 - Court Appearance**

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

**ARTICLE 17  
PERFORMANCE EVALUATIONS**

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

**ARTICLE 18  
FILLING OF VACANCIES**

**18.1 - Promotional Opportunities**

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

#### 18.2 - Vacancy Promotions

When a vacancy occurs or a new position is created pursuant to this Agreement, the Mayor or the Personnel Office, through him, shall post vacancy announcements which shall include a job description, salary information and a complete list of all factors or criteria including but not limited to education, training and experience that will be considered in making the job award. The announcement will also state whether a formal written application is necessary and where and when such application can be obtained.

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

#### 18.3 - Application Procedure

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

#### 18.4 – Rights

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

#### 18.5 - Promotions/Transfers

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

### **ARTICLE 19 TRAVEL AND PER DIEM**

#### 19.1 - Official Travel Outside City of Fairbanks

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

The City will fully reimburse the employee for travel, lodging, parking, and other required expenses. In addition, \$40.00 a day will be paid for meals and optional items and shall be adjusted upward by the same amount as any increases in the City Code.

#### 19.2 - Use of Personal Vehicles

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

### **ARTICLE 20 PERSONAL LEAVE**

#### 20.1 - Personal Leave

Employees shall accrue leave according to the following schedule:

One to Two Years: 160 hours per calendar year;  
Two to Five Years: 200 hours per calendar year;  
Over Five Years: 240 hours per calendar year.

#### 20.2 - Leave Requests

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

#### 20.3 - Termination Cash Out

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

#### 20.4 - Draw Down of Personal Leave



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

The City will pay pension contributions on personal leave cashed out by IBEW members, under this Section.

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

Total Personal Leave Hours for Draw Down:

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

#### 20.5 - Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other City employees in time of need. 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 4 hours and deliver said leave slip to the Finance Department.
- B. Each leave slip will have written or typed along the bottom: “Leave donated to (employee name).” The employee receiving the leave donation will have the amount of leave converted to their pay rate.
- C. Once personal leave is donated, it is irretrievable by the donor.
- D. It is the understanding of the City that the Internal Revenue Service at this time treats donated leave as income to the recipient, and not a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

#### 20.6 - Expiration of Accrued Personal Leave

A sick or disabled employee who exhausts accumulated personal leave may request leave without pay, which may be granted at the discretion of the Mayor in accordance with Article 21, Section 6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee’s attending physician which specifically

describes the nature of the illness or disability and includes the physician's opinion as to the member's expected time to return to work. The employee may also be required to submit to his supervisor a monthly report from the attending physician affirming the continued illness or disability.

#### 20.7 - Seniority Rights During Illness or Disability

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

#### 20.8 - Job-Incurred Injury or Illness

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

#### 20.9 - Light or Limited Duty

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

### **ARTICLE 21 OTHER APPROVED ABSENCES**

#### 21.1 - Family/Medical Leave

The parties shall comply with the Alaska Family Leave Act (AS 23.10.500-.550; AS 39.20.305) and the Federal Family and Medical Leave Act (Public Law 103 - 3). Under both Acts, employees are required to pay their portion of monthly medical/health premiums. During such periods of leave, employees may use both paid and

unpaid leave to try to meet the obligations of employee deductions. When possible, employees shall make arrangements in advance to pre-arrange leave usage to meet required deductions.

## 21.2 – Elections

An employee shall be given the necessary time off, without loss of pay, for the purpose of voting when the polls are not open at least 2 hours before or after the employee's scheduled hours of work.

## 21.3 - Jury Duty

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

## 21.4 - Funeral Leave

An employee may use personal leave or leave without pay to attend a funeral.

## 21.5 - Military Service Leave

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

- A. Eligibility. Any permanent employee who leaves the City service for compulsory military duty shall be placed on military leave to extend through a period of 90 days after their release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in their position without loss of status or reduction in pay.
- B. Restoration. An employee returning from military leave shall be entitled to restoration to their former position, provided the employee makes application within 90 days after their release from duty and is physically and mentally capable of performing the duties of the position involved. In the event that the position the employee vacated no longer exists at the time he or she is qualified to return to work, such person shall be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of

status. Disputes as to the employee's fitness shall be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there shall be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.

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

#### 21.6 - Leave Without Pay

Regular employees in good standing may be granted leave without pay. An employee is in good standing if their job performance has been satisfactory for a period of 12 months preceding their request.

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

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

Where leave without pay is granted, the employee shall not first be required to use their accumulated personal leave.

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

## 21.7 - Union Leave

A regular employee elected or appointed to a position as a full-time Union official shall be entitled to a maximum of 90 days leave of absence from the City to fill their Union position. During such leave of absence, such employee shall have the right to elect, without penalty, to return to their former position with the City. In the event such election is made, the employee's anniversary date shall be adjusted for any period of leave without pay in accordance with Article 21, Section 6. In the event the employee does not elect to return to their former position by the end of this 90 day period, the employee shall forfeit their seniority with the City. Upon termination of their position with the Union at any time after expiration of this 90 day period, said employee shall be given the first option, for a period of 3 years, in filling a vacancy which may occur in the department or classification in which they were formerly employed or for which they are otherwise qualified. The Union shall notify the City when the employee has terminated their Union position. Notification of vacancy pursuant to this Section shall be to the Union's Fairbanks business office. The employee's time to respond to such notice shall be as set forth in Article 23, Section 2(B) - Notice of Recall.

## **ARTICLE 22 SENIORITY**

### 22.1 - Definition of Seniority

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

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

### 22.2 - Termination of Seniority

- A. Seniority shall be terminated upon:
  - 1. Discharge,
  - 2. Resignation,
  - 3. Layoff for a period of 2 years or more (or 9 months in the case of medical incapacity due to non-job related injury or illness), or inability to return to work from a job-incurred injury or illness of 2 years or more as provided for in Article 20, Section 8,
  - 4. Failure to respond in a timely and/or prescribed fashion to notice of recall, or
  - 5. Failure to return from an approved leave of absence on the stipulated date of expiration, or any unapproved absence from work without advance Employer approval in the absence of a legitimate and

verifiable explanation.

- B. Seniority shall not be interrupted by:
  - 1. Periods of approved leave, except as set forth in Article 21, Section 6 - Leave Without Pay,
  - 2. Workers' Compensation Leave, up to one year,
  - 3. Military Leave,
  - 4. Family/Medical Leave as set forth in Article 21, Section 1, or
  - 5. Active military duty when recall for such duty is beyond the control of the employee.

## **ARTICLE 23 LAYOFF**

### 23.1 - General Provisions

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

### 23.2 - Recall

- A. Procedure. Upon layoff, the laid off employee shall be placed on the layoff list for that classification group from which the employee was laid off, and for the bargaining unit. Recall rights exist for 1 year from the effective date of layoff.
  - 1. The classification layoff list shall be ranked in inverse order of layoff. The recalled position shall be offered to the first employee on the

classification layoff list.

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

### 23.3 – Notification

In every case of layoff of any regular or probationary employee, the City shall give the employee at least 30 days' written notice in advance of the effective date as provided for in Article 8, Section 1.

**ARTICLE 24  
NO STRIKE OR LOCKOUT**

24.1 - No Strikes

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

24.2 - No Lockouts

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

24.3 - Violations

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

**ARTICLE 25  
SEVERABILITY**

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

**ARTICLE 26  
DURATION OF AGREEMENT**

26.1 - Term of Agreement

This Agreement shall be effective from January 1, 2014 through December 31, 2016. Any provision within this Agreement which has a retroactive effect shall only apply to those employees covered by this Agreement and actually employed by the City on the date that this Agreement is approved and signed by both the City and the Union. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual written agreement of both parties.

26.2 – Negotiations



Negotiations for a successor contract shall commence no later than October 1, 2016.

- A. In the event the expiration date of this Agreement is reached during the course of or prior to the completion of negotiations for a new or modified agreement, this Agreement shall continue in full force and effect until a new agreement is reached, ratified and executed by the parties.
- B. Should negotiations not result in an agreement after negotiations have been in progress for 90 calendar days, the no strike, no lockout provision of the Agreement shall become null and void, unless extended by mutual written agreement.

#### 26.3 - Successor Clause

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

#### 26.4 - Dispute Resolution

Any dispute involving the commencement date or termination date of this Agreement shall be considered a grievance and submitted to the expedited grievance-arbitration procedure set forth herein, unless the parties mutually agree to submit the issue for judicial review.

#### 26.5 – Printing

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

#### 26.6 – Ratification

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

### **ARTICLE 27 DEFINITION OF TERMS**

#### 27.1 - Tense, Number and Gender as used in this Agreement

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.

- B. Words in the singular number include plural, and words in the plural number include the singular.
- C. Words of any gender include masculine, feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

27.2 – Definitions

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

- A. "Administrative Leave" shall mean authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" shall mean the specific dollar amount paid the employee.
- C. "Anniversary date of hire" shall mean the date at which an employee has completed a service year of 52 weeks of paid service.
- D. "Promotion" shall be the assignment of an employee from one position/classification to another which will provide an increase in salary and which has a higher base rate of pay.
- E. A "regular appointment" shall be an appointment without time limitation, or special restrictions as to continued employment.
- F. A "regular employee" is an individual receiving a regular appointment.
- G. A "permanent employee" is one who has successfully completed probation.
- H. "Member" and "employee" mean a member of the bargaining unit covered by this Agreement, unless the context indicates otherwise.
- I. "Position" is the office or employment whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.
- J. "Compensatory time" is defined in Article 16, Section 3.
- K. "Seniority" is defined in Article 22, Section 1.
- L. "Package Rate" includes all sums paid by the City for wages, pension contributions, and healthcare Employer contributions.

RATIFIED by the City Council by Ordinance No. \_\_\_\_\_, on \_\_\_\_\_, 2014, and by the membership of the bargaining unit on \_\_\_\_\_, 2014.



**SCHEDULE "A"**

**Section 1.**

<b>Position Classifications</b>		<b>2014 Package Rate</b>	<b>Pension</b>	<b>Health &amp; Welfare</b>	<b>Benchmark Wage Rate Range "C"</b>
	<b>Union</b>	<b>1/1/2014</b>			
Administrative Assistant	1547				
Legal Secretary #	1547				
Deputy City Clerk	1547				
Deputy City Clerk I	1547				
Property. & Development Manager	1547				
Engineer IV	1547				
Engineer III	1547				
Engineer II	1547				
Engineer I	1547				
Engineering Intern	1547				
Environmental Manager	1547				
Engineering Technician Supervisor	1547				
Quality Control Officer	1547				
Public Works Director/City Engineer	1547				
Facilities Manager	1547				
Building Official	1547				
Plans Examiner	1547				
Senior Structural Plan Check Engineer.	1547				
Code Compliance Inspector	1547				
Combination Building Inspector	1547				
Police Chief	1547				
Emergency Dispatch Ctr Mgr	1547				
Fire Chief	1547				
Assistant Fire Chief	1547				
Chief Financial Officer #	1547				
Controller#	1547				
General Ledger Acct/Grants Manager	1547				
Accounting Specialist	1547				
Information Technology Manager #	1547				
Network Administrator #	1547				
Network Engineer	1547				
Programmer/System Administrator	1547				
System/Network Administrator	1547				
Help Desk Coordinator	1547				
FMATS M.P.O. Coordinator	1547				
FMATS Planner	1547				

## Section 2.

After the package rate is set effective January 1, 2014, 2015 and 2016 as provided in Section 16.1(A) and after the Union designates allocation to Pension and H&W, employee will be paid at the benchmark Range C unless, based upon merit evaluation of employee experience, knowledge and skills, dedication and performance, the Mayor finds that individual wages be adjusted to the following ranges.

Range A	Range B	Benchmark Range C	Range D	Range E
90%	95%	100%	105%	110%

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

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

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

Range E is meant to apply to employees with extensive knowledge, skills and ability whose performance is superior.

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

- a. In the event the Mayor has concerns about the adequacy of an employee's work performance which may trigger a decision of a reduction in pay range, the performance issue will first be orally discussed by the employee, the Department Head and the Mayor.
- b. After said meeting, a written "performance improvement plan" identifying the areas needed for improvement will be provided to the employee. Follow up meetings will be held at the request of the employee
- c. 6 calendar months or more shall be allowed to elapse after the issuance of the performance improvement plan before any decision to reduce pay range is made.
- d. Prior to the Mayor's decision to reduce pay, a pre-disciplinary meeting shall be held with the employee, the Department Head, the Mayor and any other persons the employee wishes to attend so that the issues can be discussed.
- e. Prior to the Mayor's decision to reduce pay, the Mayor will inform the Union Business Agent of the decision and provide 30 days' notice before the reduction is made.

- f. Should the employee elect to grieve the matter, he/she shall remain at the prior pay range until the grievance is resolved under the terms of this collective bargaining agreement.

If an employee is involuntarily moved to a lower pay range, that demotion shall not last longer than 1 calendar year. If the Mayor wishes to again reduce the pay range, the above procedure shall be followed.

### Section 3.

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

DRAFT

CLAY STREET CEMETERY COMMITTEE  
MINUTES OF THE MEETING  
January 8, 2014

Meeting called to order by Chairman Bill Robertson at 5:00 pm  
Commissioners in attendance: Anne M. Castle, Bill Robertson, Frank Turney

No minutes to review.  
No agenda to accept

**OLD BUSINESS:**

Bed Tax Funds – Received \$7250. Bill filed appropriate paperwork with Joan Hancock.  
Grave Markers – With 2014 Bed Tax Funds and current balance we should be able to place about 75 markers this year. Bill still needs to talk with concrete fabricators about options for raising some/all of new grave markers

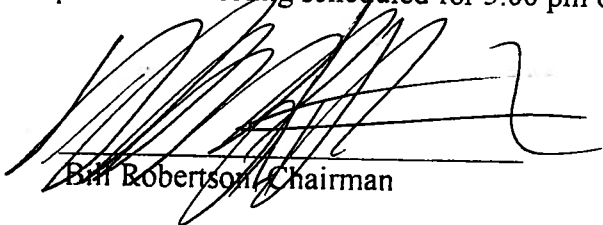
**NEW BUSINESS:**

News-Miner Article– Good PR for Clay Street Cemetery in 1/5/2014 edition  
News-Miner Ad – Anne would like to place an advertisement asking for help in the form of burial information, old cemetery photos, old grave photos, etc. from the public. This information could help identify unmarked graves and be displayed in the old kiosk. City Clerk will work with us on layout, funding, ad schedule, etc. Anne will take care of this.

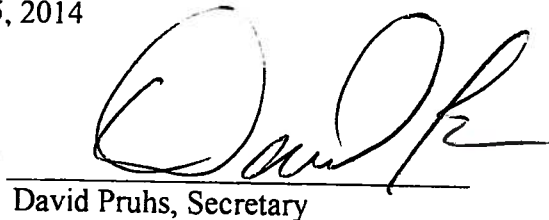
**Open Agenda:** None

**Public Comments:** None

Motion to adjourn by Anne M. Castle. Second by Frank Turney. m/c Meeting adjourned at 5:28 pm. Next meeting scheduled for 5:00 pm on February 5, 2014



Bill Robertson, Chairman



David Pruhs, Secretary