



FAIRBANKS CITY COUNCIL
AGENDA NO. 2013-20
REGULAR MEETING OCTOBER 21, 2013
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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

* Regular Meeting Minutes of August 19, 2013
7. SPECIAL ORDERS
8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

- a) Ordinance No. 5930 – An Ordinance to Ratifying a Labor Agreement between the City of Fairbanks and the AFL-CIO Crafts Bargaining Unit. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 5931 – An Ordinance to Amend Fairbanks General Code Chapter 14 Businesses, Article VII Massage Practitioner Licenses. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.
- c) Ordinance No. 5932 – An Ordinance to Amend Fairbanks General Code Chapter 14 Businesses, Article IV Private Detectives Licenses. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.

10. 2013 MUNICIPAL ELECTION

- a) Certification of the 2013 Municipal Election Results
- b) Council Members' Comments

5 MINUTE TRANSITION RECESS

- c) Oaths of Office
- d) Incoming Mayor's Comments

11. NEW BUSINESS

- *a) Appointment to Council Seat F / Oath of Office
- *b) Resolution No. 4589 – A Resolution Re-designating Check Signing Authority for Banking and Investment Accounts of the City of Fairbanks, Alaska. Introduced by Mayor Eberhart.
- *c) Resolution No. 4590 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Division of Homeland Security and Emergency Management Under the FFY2013 Homeland Security Grant Program. Introduced by Mayor Eberhart.
- *d) Resolution No. 4591 – A Resolution Supporting Labeling Requirements for all Food Products Containing Genetically Modified Organism Content. Introduced by Council Member Gatewood.

- *e) Resolution No. 4592 – A Resolution Amending the City Schedule of Fees and Charges for Service, Adjusting Costs to Conduct Criminal History Checks for Massage Practitioner and Private Detective Applicants and Eliminate Fees for Security Guards. Introduced by Mayor Cleworth.

12. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports
- b) Committee Appointments and Council Member Appointment to the Public Safety Commission

13. COMMUNICATIONS TO COUNCIL

- *a) Appointment to the Hotel/Motel Bed Tax Discretionary Fund Committee
- *b) Re-appointment to the FNSB Commission on Historic Preservation

14. COUNCIL MEMBERS' COMMENTS

15. CITY ATTORNEY'S REPORT

16. CITY CLERK'S REPORT

17. EXECUTIVE SESSION – Labor Negotiations: International Brotherhood of Electrical Workers (IBEW) and Public Safety Employees Association (PSEA)

18. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, AUGUST 19, 2013
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 7:00 p.m. on the above date, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jerry Cleworth 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
John Eberhart, Seat F

Absent: None

Also Present: Ernie Misewicz, Assistant Fire Chief
Paul Ewers, City Attorney
Janey Hovenden, City Clerk
Clem Clooten, Building Official

INVOCATION

The Invocation was given by City Clerk Janey Hovenden.

FLAG SALUTATION

Mayor Cleworth led the Flag Salutation.

CITIZEN'S COMMENTS

Kathleen Wallace, 3165 Hillary Avenue, Fairbanks – Ms. Wallace stated that she is a cab driver in Fairbanks. She spoke to a negative encounter she recently had with a Golden Heart Parking Service (GHPS) employee when dropping off an elderly passenger in the downtown area. She then spoke to other interactions she has experienced with GHPS ticketing officers when picking up and dropping off another elderly customer at the Lathrop Building. She stated that the officers have started issuing parking tickets to her while she is delivering and picking up passengers in her cab. Ms. Wallace stated that her husband, the operations manager for the cab company, called and spoke with Marcus at GHPS who agreed to allow cabs to pick up and drop off from the fire lane in front of the Lathrop Building. She indicated that after that agreement was made, another cab driver was approached in front of the Lathrop Building by a GHPS employee. She stated that there was no sense of common courtesy or decency from the employee. She acknowledged the need for GHPS in the downtown area but stated that she and other cab drivers would just like to do their jobs. Ms. Wallace presented a petition demanding the return of taxi stands to Downtown Fairbanks signed by various cab drivers, dispatchers and her customers.

Mr. Hilling asked if she is suggesting that a taxi stand be placed in front of the Lathrop Building.

Ms. Wallace replied that she knows how traffic flows and recommended that the stretch of 2nd Avenue between the Mecca Bar and the Co-op on the Marriott Hotel side of the street would be an ideal place for a taxi stand. She stated that she is unsure of how a taxi stand would work in front of the Lathrop Building. She indicated that there is another spot on 3rd Avenue that could be used for a taxi stand.

Mr. Matherly asked if there have been taxi stands in Fairbanks before.

Ms. Wallace stated that there were taxi stands in the 1990's, around the same time the parking garage was being constructed. She stated that downtown is a much different business environment now than it was then and indicated that cab drivers are a higher caliber now as well. She stated that she recalls taxi stands being in front of the Savoy Bar, the Cottage Bar and over by the old Visitor's Center. She mentioned that she has also been harassed and ticketed for parking in a "bus zone" by the Visitor's Center. She stated that the whole block is designated for buses and that she does not understand why there cannot be a small space reserved for taxis.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney stated that if he was serving on the GHPS Board, he would be in support of taxi stands. He stated that he was asked to serve on the GHPS Board about two months ago but indicated that he has heard nothing more about it since then. He congratulated Mr. Gatewood and Mr. Matherly for running unopposed in the upcoming election. Mr. Turney stated he typically tries to run against candidates who are running unopposed. He indicated that he will be questioning all City candidates on the possibility of a City Charter change to allow the people to elect the Chief of Police. He stated that he did not approve of the way Chief Zager was selected and indicated that the City Council should have had the opportunity to meet and question him prior to hire. Mr. Turney suggested voice analysis and polygraph tests be used whenever necessary in the police department, not just upon hire of new officers. He stated that sometimes police officers lie under oath and are let "off the hook" when caught. Mr. Turney thanked Mr. Gatewood for attending the Borough Assembly meeting where the body approved a resolution regarding the labeling of genetically modified food products. He expressed his hope that the City Council would introduce a similar resolution. He stated his belief that the government has a responsibility to warn the public of the risks if genetically modified foods are proven to be unhealthy. Mr. Turney thanked the City for the eight sprinkler outlets installed at the Clay Street Cemetery. He suggested that the Council introduce a resolution in support of the initiative to legalize marijuana. He spoke to the possibilities in cultivating industrial hemp in Alaska and to the many uses of the product.

Floyd Terry, PO Box 73514, Fairbanks – Mr. Terry read aloud a portion of an article that stated that Monday, September 7, 1908 was the first Labor Day celebration in Fairbanks. He stated that there were contests and other activities with an evening program that consisted of a series of speakers including the National Vice President of the Western Federation of Miners. He stated that there were also dances held after the event. He stated that he has collected several books about the history of roller skating and indicated that the industry has a very long history. He stated that he would like to see roller skating make a comeback in Fairbanks as not only a sport, but also an industry. He stated that the community is being deprived of family-oriented activities like a first-class roller skating rink. Mr. Terry stated that he has done his part and requested that the community help him in his efforts to bring family values back to Fairbanks. He stated that if a roller rink ever opens in Fairbanks, all the documentation he has will go into a library inside the skating rink.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger congratulated the Fountainhead Antique Car Show for the award they received at Pebble Beach over the weekend. He stated that their event is one of the finest

in the Fairbanks community and recommended that tourists and residents check it out. Mr. Buberger spoke to the need for public restrooms in downtown Fairbanks. He expressed his disgust that there are 54 restrooms in the State Court House. He stated that he heard his name on public radio in reference to public restrooms and that it was suggested that he was in the business of selling toilets. He clarified that he is not selling anything. He stated that at the very least, the City should place signage throughout the downtown area to indicate where there are restrooms available for use. He suggested that the City suspend urinating in public laws until public restrooms facilities are available.

Mr. Hilling asked Mr. Buberger how many porta potty's he thinks should be placed downtown and where he would suggest placing them.

Mr. Buberger suggested that Mr. Hilling ask tourists and visitors that question. He indicated that good places to have them may be the Marriott Hotel parking lot, the Big Ray's parking lot and down by the river.

Harvey "Walley" Wallace, Operations Manager for Arctic Taxi, 3165 Hillary Avenue, Fairbanks – Mr. Wallace asked how to go about getting taxi stands back in downtown Fairbanks. He stated that some cab drivers refuse to go downtown during the day because they do not want to be harassed.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

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

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

City Clerk Hovenden read the Consent Agenda into the record.

SPECIAL ORDERS

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

Applicant: Joshua Lee Moneer

Mr. Hilling, seconded by **Mr. Gatewood**, moved to GRANT the Chauffeur Appeal.

Mayor Cleworth called for Public Testimony.

Joshua Moneer, 2242 3rd Avenue, Fairbanks – Mr. Moneer stated that he recently quit his job as a liquor clerk at Gavora's. He explained that his denial for a Chauffeur's License was due to a conviction for an offense that occurred about four years ago. He stated that he recently had a son and is doing his best to support his family.

Mr. Hilling asked Mr. Moneer to speak to the offense.

Mr. Moneer explained that he was convicted of a controlled substance misdemeanor for possession of marijuana.

Mr. Matherly asked Mr. Moneer if he has had any other infractions.

Mr. Moneer replied that the misdemeanor is the only criminal infraction he has had. He stated that he has had driving infractions, including driving without a license or insurance about five years ago. He explained that the driving without a license case was expunged.

Mr. Hilling asked Mr. Moneer if he obtained insurance after the incident.

Mr. Moneer replied that he did not get insurance after the incident because he quit driving that vehicle.

Mr. Hilling asked Mr. Moneer if he currently carries insurance.

Mr. Moneer stated that he is not currently carrying insurance because he is not driving.

Mr. Eberhart asked Mr. Moneer to speak to his previous job and if he had any prior experience as a chauffeur.

Mr. Moneer stated that he worked as a liquor and grocery clerk for three years. He indicated that he has not had any prior experience as a chauffeur, but that he likes to drive and is excited to learn the job.

Mr. Eberhart asked how the controlled substance conviction came about.

Mr. Moneer explained the circumstances surrounding the incident when he was caught using marijuana at a friend's birthday party.

Mr. Eberhart asked Mr. Moneer if he has a job lined up for driving cab or any leads for other types of jobs.

Mr. Moneer replied that he doesn't have a specific job lined up, but indicated that it will be nice to have the option to try different things. He explained that he was miserable at his prior job, but realizes that he still needs to support his family.

Gina Moore, 3756 Mitchell Avenue, Fairbanks – Ms. Moore stated that she has known Mr. Moneer since he was a teenager and commented that he is a hard worker who is always dependable and on time. She stated that she was the manager at Big Ray's when Mr. Moneer worked there. Ms. Moore stated that Mr. Moneer is a man of his word.

Frank Turney – Mr. Turney stated that he has spoken with Mr. Moneer about his misdemeanor and indicated that Mr. Moneer served jail time but was not court-ordered to participate in any sort of treatment program. He urged the Council to grant the appeal since Mr. Moneer is a first-time offender. Mr. Turney recalled two instances within the past couple years where the Council granted appeals for marijuana convictions.

Kathleen Wallace – Ms. Wallace stated that she does most of the new driver training for Arctic Taxi. She indicated that she has been burnt on occasion when she has given individuals second and third chances, but stated that she also has some success stories. Ms. Wallace stated that she would be more than willing to "take him under her wing" and train him for the job. She commented that she would not recommend driving cab as a career unless an individual is very business-minded but stated that the job can open doors to other opportunities in the community. She stated that driving cab can also be used as a second or part-time job.

Mayor Cleworth asked Ms. Wallace if she is an owner/operator.

Ms. Wallace explained that she drives for Arctic Taxi but owns her vehicle. She stated that she carries her own insurance, pays for her own maintenance and pays rent to Arctic Taxi for dispatch services.

Seth Helton, 177 3rd Avenue, Fairbanks – Ms. Helton stated that he has been Mr. Moneer’s friend since junior high school. He stated that he has worked for Arctic Taxi for a year and that he believes Mr. Moneer would do a good job as a cab driver. He stated that Mr. Moneer should be given a chance.

Victor Buberger – Mr. Buberger stated that drugs are a reality and suggested that the City begin doing random drug testing on firefighters and police officers. He spoke to the many people he has known in varying professions that have used drugs. Mr. Buberger indicated that one of the highest concentrations of drug use in the state is in Juneau. He stated that although he does not personally know Mr. Moneer, he would like him to have a chance to obtain a chauffeur license. He expressed his opinion that the City introduce an ordinance to stop regulating chauffeurs.

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

Mr. Hilling stated that he does not recall approving many chauffeur appeals in the past because of the substantial reasons for denial. He spoke to the trust that Fairbanks citizens place in the City Council to ensure their safety. He expressed his view that Mr. Moneer’s case was rather benign and that his appeal should be granted.

Mr. Gatewood stated that he is torn on his decision on whether to grant the appeal. He stated that early in his service on the Council, he was “all over the place” when it came to appeals, but commented that he has been consistent since the Council amended the criminal background requirements. **Mr. Gatewood** pointed out that Mr. Moneer does not have a lengthy record and stated that he has been somewhat swayed by public testimony. He indicated that he may be willing to grant Mr. Moneer’s appeal.

Mr. Matherly stated that in spite of Mr. Buberger’s comments that the City should not regulate chauffeurs, he is not swayed by his negative approach. He stated that he puts weight in what Mr. Moneer and the individuals who know Mr. Moneer have to say. **Mr. Matherly** stated that it is the Council’s job to weigh chauffeur appeals and that he believes in the appeal system. He stated that he would not change his position on any of the prior appeals but indicated that he is willing to give Mr. Moneer a chance. **Mr. Matherly** spoke against citizen mockery of the City Council and asked Mr. Buberger to be more respectful of the Council as a body.

Mr. Walley stated that the chauffeur appeals he has heard in his short time on the Council have had much different circumstances than the appeal of Mr. Moneer. He stated that he has personally seen Mr. Moneer at work and commented on his great work ethic and customer service skills. **Mr. Walley** spoke in favor of granting Mr. Moneer’s appeal.

Mr. Eberhart stated that he somewhat agrees with Mr. Buberger that the Council may not be the best body to grant or deny chauffeur appeals because of the varying opinions of Council Members. He spoke to the ordinance governing chauffeurs and suggested that the section pertaining to controlled substance appeals may need to be modified. **Mr. Eberhart** spoke to the idea of allowing the cab companies to regulate drivers

instead of the City of Fairbanks. He stated that given the facts and under Mr. Moneer's circumstances, he is in favor of granting the appeal.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO GRANT THE CHAUFFEUR APPEAL AS FOLLOWS:

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

NAYS: None

Mayor Cleworth declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Cleworth stated that there were taxi zones in the downtown area years ago but that they did not completely fix the problem. He stated that in the end, the cab companies preferred to get rid of the zones and have the right to park wherever needed to pick up or drop off fares. He indicated that placing a cab zone in front of the Lathrop Building would not work and that finding the ideal place for a taxi stand is difficult. **Mayor Cleworth** stated that he does not believe it is impossible for taxi stands to return to the downtown area. He added that GHPS will have to be included in discussions regarding downtown parking and taxi stands. **Mayor Cleworth** spoke to chauffeur appeals stating that the Council has the right to hear appeals, but does not have to exercise that right. He commented that he would not recommend doing away with the appeal process because of the varying circumstances of individuals. He stated that he knows some cab drivers who were given a second chance and have been successful in the business. **Mayor Cleworth** stated that he recently spoke with June Rogers, Jean Lester and Ron Inouye regarding the portraits in the lobby of the old federal building downtown. He stated that Ms. Rogers is looking for a new home for the pictures and is hoping that City Hall could be that new home. He indicated that there is an empty hall that could house the entire collection and stated that City Attorney Ewers has been in contact with Ms. Lester to discuss possible liability issues. He stated that there is a book that accompanies the collection and offered to share it with the Council. **Mayor Cleworth** commended the City Finance Department for having received the Distinguished Budget Presentation award from the Government Finance Officers Association (GFOA). He stated that the City's Finance Department has won other awards in the past but that this is the first time the City of Fairbanks has ever received this particular award. **Mayor Cleworth** announced that on August 31 the J.P. Jones Center will be having a reopening and that he has asked Mr. Hilling to represent the City at the event. He indicated that they will be honoring the improvements that the City made and extended the invitation to attend to the remaining Council Members. He stated that he would be unable to attend the event. **Mayor Cleworth** stated that Youth Safety Day is on Saturday, August 24 from 11 – 3. He read aloud an announcement that provided details about the event. He stated that the City has written a letter to Mr. Marlow regarding the Polaris Building and that he will provide copies of the letter to Council Members upon request. He thanked Mr. Gatewood and Mr. Matherly for filing for their seats on the Council and recognized Mr. Eberhart and Ms. Stiver for running for mayor in the 2013 Municipal Election.

UNFINISHED BUSINESS

- a) Ordinance No. 5922 – An Ordinance Amending the 2013 Operating and Capital Budgets for a Second Time. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.

Mr. Gatewood, seconded by **Mr. Matherly**, moved to ADOPT Ordinance No. 5922.

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

Mr. Gatewood asked what the “miscellaneous revenue” on page 3, section 3 entails.

Mayor Cleworth stated that there are many different revenues that come in throughout the year that are not budgeted.

Chief Financial Officer Jim Soileau broke down the \$78,822 in miscellaneous revenue: \$44,895 was for a refund from a prior-year’s project at Public Works, \$12,000 was for a rebate for LED lights from GVEA, and the remaining amount was from a Homeland Security Rebate from a prior-year grant.

Mayor Cleworth clarified that part of the budget amendment is to transfer \$489,000 to the City’s Permanent Fund. He stated that although the Council is not required to do so, he believes it is a good idea to build the Fund with surplus from prior years. He thanked the Council for continuing the practice.

Mr. Eberhart spoke to the \$45,000 increase to expenditures on page 4 of the fiscal note for Ordinance No. 5922. He confirmed that the amount was to cover the environmental assessment for the snow dump the City plans to purchase. He stated that Mr. Jeff Johnson questioned the cost of the snow dump at a recent Finance Committee Meeting and asked his fellow Council Members for their input.

Mayor Cleworth explained that the property was valued at \$250,000 but that the Food Bank marketed it for \$199,000. He spoke to the difficulty in finding land in Fairbanks for a snow dump. He stated that the City set aside about \$400,000 a few years ago in the Capital Fund for the acquisition of a snow dump on the northeast side of Fairbanks but that a snow dump was procured as part of the Bentley Trust deal. **Mayor Cleworth** stated that since then the City has been looking for a snow dump area on the south side of town. He spoke briefly to the history of the property for sale by the Food Bank and expressed his belief that it is a good idea to have environmental testing done prior to purchasing the land.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 5922 AS FOLLOWS:

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

NAYS: None

Mayor Cleworth declared the MOTION CARRIED and Ordinance No. 5922 ADOPTED.

NEW BUSINESS

- a) Ordinance No. 5923 – An Ordinance to Repeal Fairbanks General Code Sections 14-31 through 14-40 Regarding Licensing of Security Guards. Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

- b) Ordinance No. 5924 – An Ordinance Authorizing Grant of Easement to Cure a Survey Defect at “Old City Hall.” Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

DISCUSSION ITEMS

Committee Reports

COMMUNICATIONS TO COUNCIL

- a) Chena Riverfront Commission Meeting Minutes of February 13, 2013.
ACCEPTED on the CONSENT AGENDA.
- b) Chena Riverfront Commission Meeting Minutes of March 13, 2013.
ACCEPTED on the CONSENT AGENDA.
- c) Chena Riverfront Commission Meeting Minutes of April 10, 2013.
ACCEPTED on the CONSENT AGENDA.
- d) Chena Riverfront Commission Meeting Minutes of May 8, 2013.
ACCEPTED on the CONSENT AGENDA.
- e) Letter of Appreciation for Bed Tax Funds for Clay Street Cemetery Markers.
ACKNOWLEDGED on the CONSENT AGENDA.

COUNCIL MEMBERS' COMMENTS

Ms. Staley stated that she will be calling in for the next meeting. She thanked the public for their comments regarding GHPS and taxi stands in the downtown area. **Ms. Staley** spoke to GHPS's process for disputing parking citations and encouraged anyone who feels that they were unjustly issued a parking citation to attend the hearings. She stated that she appreciates the idea of taxi stands. She expressed her excitement to be back home after a three-week business trip to New Mexico.

Mr. Walley corrected himself from the last Council Meeting when he referred to Mr. Gatewood as Mr. Hilling. He congratulated Mr. Gatewood and Mr. Matherly on running for another term on the City Council in the upcoming election.

Mr. Gatewood thanked Mr. Walley for his comments. He stated that he does not want to make assumptions in regard to the upcoming election. He stated that he doesn't want to assume a victory just because no other candidate filed for his seat on the Council. **Mr. Gatewood** stated that he was unaware that there had ever been taxi stands in Fairbanks and commented that he believes it is an interesting idea. He stated that Mayor Cleworth brought up some valid points in his comments but stated that he would be willing to discuss the topic. He indicated that there will still be controversy regardless of what decision is made. **Mr. Gatewood** reminded everyone that school will be starting within the week and congratulated the incoming senior classes. He cautioned college students on taking their education seriously. **Mr. Gatewood** reported that the Lathrop Malemites "got off on the right foot" in their first football game of the season.

Mr. Eberhart commended all the candidates running in the October 1 election. He spoke to the upcoming union labor negotiations and to the health re-opener for the Fairbanks Firefighters Union. He indicated that the new mayor will have a lot of work to do to complete the negotiations. He spoke to the importance of both sides being reasonable and fair and to the high costs of living in the Interior. **Mr. Eberhart** stated that there were some dismaying letters to the editor in the newspaper regarding high energy costs and the toll it is taking on the local economy. He stated that the Fairbanks Economic Development Corporation (FEDC) has been holding a series of “Energy for Alaskans” meetings to discuss various energy projects to improve energy costs and availability in the Fairbanks area. He stated that they will be holding another meeting on August 20 at 8 A.M. to discuss the Susitna-Watana hydroelectric dam project. **Mr. Eberhart** announced that the Public Safety Commission (PSC) will hold a work session at the Fire Department at 11 A.M. on August 20 to discuss the first utilization of cross-trained personnel and the use of volunteers in public safety.

Mr. Hilling apologized for missing the last Council Meeting and explained that he was fishing in Homer. He stated that he has heard stories from a number of people about their unpleasant encounters with employees of GHPS but expressed his belief that the employees are simply doing their job. In reference to Mr. Turney’s testimony, **Mr. Hilling** asked if the City performs polygraph tests on all newly-hired officers.

Mayor Cleworth stated that before hiring new officers, the City performs polygraph tests. He commented that Mr. Turney is correct in stating that the city does not administer polygraph tests after employees are hired.

Mr. Hilling asked if there are any current efforts by the administration to change the system. He asked if the City Council has the authority to adopt an ordinance that would allow for polygraph tests to be performed on employees. He asked about the possibility of implementing voice stress analysis tests as a condition of hiring.

City Attorney Ewers replied that the City Council could not adopt an ordinance to allow for polygraph testing on employees. He stated that it is unclear as to whether the City can require both polygraph and voice stress analysis tests for new applicants.

Mayor Cleworth stated that since Police Chief Zager is not present, he will ask him to speak to the issue at a later time.

Mr. Hilling stated that he believes it is time for the City Council to address the possibility of a medical marijuana dispensary. He expressed his intention to introduce legislation that would test the state law on the matter.

Mr. Matherly echoed Mr. Gatewood’s comments on candidacy in the upcoming election. He stated that he appreciates the honor of serving on the Council and hopes to serve another term. In reference to the GHPA, **Mr. Matherly** indicated that the message may be correct, but the delivery may need some improvement. He expressed his belief that both GHPA employees and the public should be mutually respectful and conscientious in their interactions. He spoke out against speeding in residential neighborhoods and cautioned the public to be extra careful because winter is coming and school will be starting soon.

Mayor Cleworth stated that there are two more topics that he would like to speak to: Golden Heart Parking Services and the Alaska Retirement Management (ARM) Board. He explained that there never used to be a parking service in the downtown area and that the police were the only ones who monitored parking in Fairbanks. He explained that for a while, employees of the downtown area would take all the parking spots

leaving customers with no place to park. **Mayor Cleworth** indicated that that was one of the reasons why GHPS (formerly Fairbanks Parking Authority) was created. He stated that it was designed as a board of volunteers to implement policy and hear disputes. He indicated that there is a high turnover of GHPS employees and spoke to the difficulty of the job in the harsh climate. He acknowledged the problem between the public and GHPS and added that it is difficult to find a good solution. **Mayor Cleworth** commented on the staggering retirement debt in the State of Alaska [the Public Employees' Retirement System (PERS) and the Teacher Retirement System (TRS)] and nationwide. He spoke to the bankruptcy in Detroit and to the limitations they may place on pensions. He stated that in the late 1980's – early 1990's the Council had a hunch that something may be wrong with the PERS Board because of great fluctuations in rates. **Mayor Cleworth** explained that the "house of cards came tumbling down" in 2002 – 2003 when the City realized that it did not have a surplus but instead a large debt. He stated that attempts in asking for backup of rates went unanswered and eventually the actuary was fired and sued by the State of Alaska. He clarified that the police and fire departments are the only City employees that still participate in PERS but stated that if the rate is raised by the 3% recommendation, the City will be liable for approximately \$300,000 more per year. **Mayor Cleworth** stated that these types of issues make labor negotiations more difficult.

CITY ATTORNEY'S REPORT

City Attorney Ewers advised that he has a copy of the Whorton/Hutton vs. City of Fairbanks decision for Mr. Hilling.

Mr. Hilling asked what types of questions are asked in police polygraph tests.

Mayor Cleworth replied that he would get the information Mr. Hilling requested, possibly at a Finance Committee Meeting. **Mayor Cleworth** stated that the judge dismissed the Whorton/Hutton case but stated that the plaintiffs may file an appeal.

ADJOURNMENT

Mayor Cleworth declared the Meeting adjourned at 8:50 P.M.

JERRY CLEWORTH, MAYOR

ATTEST:

JANEY HOVENDEN, CMC, CITY CLERK

Transcribed by: DS

ORDINANCE NO. 5930

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE AFL-CIO JOINT CRAFTS BARGAINING UNIT

WHEREAS, the City administration and the AFL-CIO Joint Crafts Bargaining Unit have tentatively agreed to terms for a replacement Collective Bargaining Agreement (CBA), effective January 1, 2014 until December 31, 2016

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

Section 1. The attached replacement CBA, effective January 1, 2014, is ratified and approved.

Section 2. The effective date of this ordinance shall be the ___ day of October 2013.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

AGREEMENT

Between

THE CITY OF FAIRBANKS

and

FAIRBANKS AFL-CIO CRAFTS COUNCIL

January 1, ~~2011-2014~~ – December 31, ~~2013~~2016

AGREEMENT

This Agreement, made and entered into effective January 1, ~~2011~~2014, by and between the **CITY OF FAIRBANKS**, hereinafter referred to as “the City” or “Employer,” and the **FAIRBANKS AFL-CIO CRAFTS COUNCIL**, hereinafter referred to as “the Union.” The parties have mutually agreed as follows:

PURPOSE OF AGREEMENT

The purpose of this Agreement is to assure a supply of competent and capable workers to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to avoid interruption or interference with the efficient operation of the City, to promote fair, safe and healthful working conditions, to assure amicable labor-management relations, to encourage the growth and development of the City employees, and to record the terms of agreement with respect to rate of pay, hours of work and other conditions of employment arrived at through the process of collective bargaining.

1. DURATION, MODIFICATIONS AND CHANGES

- 1.1 This agreement shall become effective on January 1, ~~2011~~2014, and shall remain in effect until December ~~31, 2013~~2016. Any retroactivity contained herein shall affect only those employees covered by this Agreement and actually employed by the Employer on the effective date of this Agreement.
- 1.2 (a) Either party desiring a change or modification in this Agreement shall notify the other party in writing between one hundred twenty days and prior to the anniversary date of this Agreement. Upon receipt of such notice, negotiations shall begin within fifteen (15) days. Changes or modifications mutually agreed to may be made at any time during the life of the agreement subject to member ratification and City Council approval.

(b) In the event that the parties commence negotiations for a new contract or for amendment of the current contract, each party craft may have a negotiator present at negotiations. Three represented employees may attend such negotiations on duty, and others are free to attend if off duty on approved leave.
- 1.3 In the event that the termination date of this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed by the parties.
- 1.4 If retroactive pay is negotiated, same will be paid within thirty (30) days of contract signing.

2. COVERAGE

2.1 The City recognizes the AFL-CIO Crafts Council as the bargaining representative for all classifications listed under Article 23, Schedule A, of this Agreement. All personnel matters for Union members covered by this contract will be controlled and regulated by this Agreement.

3. EMPLOYER-UNION RELATIONS

3.1 The City under this Agreement has and will retain the sole right to represent and manage the City, and to direct the working forces, including, but not limited to, the right to determine the City's mission, policies, and to set forth all standards of service offered to the public; the right to plan, direct, control, and determine the operations and services to be conducted by employees of the City; the right to determine the methods, means, and number of personnel needed to carry out the City's mission; the right to hire, to promote and demote, to discipline, to reclassify and/or discharge any personnel in its employ for good and just reason in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control the business.

3.2 (a) The Union assumes the responsibility to supply the City with competent qualified workers with no discrimination of race, sex, age, color, religion, disability or national origin for those classifications listed in Article 23 of this Agreement. Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Union. The City may reject any employee it finds unsatisfactory.

(b) It is hereby agreed that there shall be no discrimination by the City, or the Union, against any employee because of race, sex, age, color, religion, disability or national origin or because of membership in or lawful activity on behalf of the Union. To the extent allowed by law, the City further agrees to give priority of hire and job tenure to residents of the Fairbanks, Alaska, area when such possess the requisite skills and abilities and are available.

3.3 The City will recognize five (5) Shop Stewards including one Teamster, one Operator, one Trade Specialist, and two Laborers. Stewards will be selected by the Union and recognized by the City as authorized representatives of the Employees or groups for whom they are selected. The Union shall notify the City within 24 hours as to the appointment or official status of any Shop Steward.

3.4 The City shall furnish bulletin boards for the use of the Union.

- 3.5 The authorized Union Business Representatives shall be granted access to the City's premises during which any employees represented by this Agreement are on duty, but shall not interfere with operations.
- 3.6 The Union agrees that its members, who are employees of the City, shall individually and collectively perform loyal and efficient service and that they shall use their influence and best efforts to protect the property and interests of the City and to cooperate with the City to this end at all times.
- 3.7 It is agreed that work shall be assigned in accordance with craft jurisdiction. Any jurisdictional disputes between labor organizations affiliated with the AFL-CIO Crafts Council shall be settled in accordance with the rules and procedures established by the Council. However, it is recognized by the parties that conditions of public employment do not always permit work to be performed on the basis of strict craft lines:
- (a) Employees may be required to work out of classification for a period of up to, but not exceeding three (3) work days in any one (1) calendar month per classification (Trade Specialist, Operator, Teamster, and Laborer). If it is deemed that the project/work will take longer than three (3) days, the City must contact the affected labor organization and mutual agree on an extension or request a member from the Union Hall with adequate job skills. Nothing in this sub-section authorizes work to be performed in an unsafe manner in violation of Section 17.1.
 - (b) It is also understood that to promote maximum efficiency on certain operations/projects that the composite crew concept may be employed by the City where it does not conflict with Section 3.7(a) above.
 - (c) Periodic review of such work assignments shall be made for purposes of adjusting such assignments, as appropriate, to take care of changing needs.
- 3.8 Any provision of the Agreement or subsequent amendments thereto, found to be in violation of any applicable State or Federal law shall be null and void, but all other provisions of the Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties hereto agree to meet within fifteen (15) days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been ratified by the parties.
- 3.9 The masculine pronoun as used herein shall be equally applicable to both men and women, and words used in the singular are intended to include the plural form, whenever appropriate.

- 3.10 The Union agrees that it will not engage in any work stoppage because of any jurisdictional dispute with any labor organization.

4. GRIEVANCE PROCEDURES

- 4.1 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 of the 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 the furtherance of this objective, the City and the Union have adopted the following procedure.
- 4.2 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 contract shall not be considered a grievance, and shall not be submitted to the grievance-arbitration procedure set forth therein, but any such questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. A Grievance may be initiated by the Union or the City as hereafter specified.
- 4.3 FIRST STEP. When an employee has a grievance, the employee (accompanied by the steward, if the employee so chooses) shall verbally discuss the matter with the immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within thirty (30) calendar days after its occurrence or within thirty (30) calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge, or should have 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 to his immediate supervisor. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, his response to the grievance within three (3) working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall be delivered to the Union, with a copy to the aggrieved employee(s), for further handling at the next step of this procedure.
- 4.4 SECOND STEP. If the grievance is not settled to the satisfaction of all concerned parties in the first step, the written grievance and response thereto with a written statement as to why the response to Step One was not acceptable shall, within five (5) working days, be delivered to the department head who shall attempt to settle or have settled the grievance. If the grievance is not settled the department head shall deliver his written response, with the original grievance and all previous responses attached, to the appropriate Union, a copy to the President of the Fairbanks AFL-CIO

Crafts Council and the aggrieved employee(s) within five (5) working days after the submission of the grievance to him. If the written answer of the department head is not satisfactory, then the employee shall have five (5) working days to decide if he wishes to appeal the grievance to the third step of this procedure.

4.5 THIRD STEP.

- (a) If the dispute is not settled to the satisfaction of all concerned parties, then the written grievance with responses thereto shall be submitted by the Union's business agent to the personnel director, who shall investigate and report his findings and recommendations to the City Mayor within five (5) working days after the matter has been submitted to him. The City Mayor shall attempt to settle the grievance, but if he is not successful, the City Mayor shall have five (5) working days after the grievance has been submitted to him by the personnel director to answer. If the answer of the City Mayor is not satisfactory, and before going to arbitration as provided in 4.6 below, those matters which are unresolved shall be discussed at a meeting between the parties (the employee involved, the Union's business agent, the City Mayor, the personnel director, the department head and such other persons as may be mutually agreeable to the parties) during which time all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.
- (b) An employer grievance will be filed with the Union's business agent at the Third Step. A grievance may be filed by the Union at the Third Step. A Grievance initiated by the Union or the City shall be in writing and shall state the section number of this Agreement alleged to have been violated and the manner it has been violated.

4.6 ARBITRATION. The moving party shall make demand in writing upon the other party for binding arbitration within fourteen (14) calendar days from the date of delivery of the final response of the City Mayor or of the Union, as the case may be. Such notice shall include the nature of the matter to be arbitrated and the contract provision(s) allegedly violated.

- (a) ARBITRATOR SELECTION. When a grievance is submitted to binding arbitration, the Union and the City shall meet at a mutually agreeable date and time within fourteen (14) calendar days to select an arbitrator.
 - (1) Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) names of persons who are available for services as arbitrators.

- (2) Within five (5) working days of receipt of the list, the City and the Union representatives shall alternately strike one (1) name from the list until one name remains. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the Arbitrator.
- (b) TIME LIMITS OF ARBITRATION. Unless mutually agreed otherwise, arbitration shall commence within forty-five (45) days after first notification that the grievance is to be submitted to binding arbitration or the arbitrator shall hear the case within thirty-five (35) working days after the arbitrator has been selected, whichever is the earlier. Should the arbitrator selected be unable to hear the case within these time limits the previously struck arbitrator under (a) above will hear the case and so on until these time limits can be met. Arbitration shall commence as soon as the selected arbitrator is available. The arbitrator shall make a written report of his/her findings to the Union and the City within thirty (30) working days after the hearing is concluded, unless mutually agreed otherwise.
- (c) RULES GOVERNING THE ARBITRATION. Said arbitrator will be governed by "Voluntary Labor Arbitration Rules of the American Arbitration Association as amended. The decision of the arbitrator shall be final and binding on both parties to the dispute.
- (d) IMPLEMENTATION OF DECISION. The final decision of the arbitrator shall be implemented as soon as possible, but no later than thirty (30) days after the final decision is rendered.
- (e) AUTHORITY OF ARBITRATOR. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. He shall have no authority to amend, alter, modify or otherwise change the terms or scope of this Agreement. However, by mutual agreement of the City and Union, the Grievance procedure set forth above may be used in other matters.
- 4.7 SEPARATE ARBITRATORS. Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and the Union mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances filed over the same issue will be combined.
- 4.8 ARBITRATION EXPENSE. The City and the Union shall equally share the expense of the arbitrator and shall share equally the other expenses involved in such arbitration proceedings, including stenographic expenses except each party shall bear the expense of their respective non-employee witnesses.

- 4.9 WITNESS EXPENSE. Any City employee called as a witness by either side will continue to receive his regular rate of pay while attending such hearings, not to exceed regular working hours. Should such meetings be scheduled outside of regular working hours, or extended beyond such regular working hours, no compensation shall be paid by the City for the time outside such hours.
- 4.10 WORKING CONDITIONS/AWARD LIMITS. When any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined an employee has been discharged unjustly and without cause, the Arbitrator shall order the City to return the employee to his position without loss of seniority or pay.
- 4.11 DEFAULT. In the event that the City fails to answer a grievance within the time required at any step of the Grievance Procedure, or the Union fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits to the grievance-arbitration procedures may be extended by mutual agreement. Grievances resolved by default cannot be the basis of establishing precedent for the settlement of any other grievances.
- 4.12 Any grievance that originates from a level above the first step of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

5. EMPLOYEE BENEFITS

- 5.1 RETIREMENT. Employees covered under this Agreement shall participate in their respective unions' retirement trust funds.

The City agrees to contribute to the applicable trust funds the amount set forth in Schedule A for each compensable hour credited to employees for the purpose of retirement benefits as specified in said trust agreements. It is understood and agreed that the contributions are to be computed solely on the total number of compensable hours, including personal leave and paid holidays and are not to be included in wages or the computations of overtime. Except for the making of hourly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the trust funds, eligibility for employees to receive pension benefits, future payment of pension benefits to retirees. The AFL-CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those

successors in trust are and shall be the firm's representatives and consents to be bound by the actions and determinations of the trustees.

The City agrees to allow employees to participate in the City's deferred compensation plan. Employees will designate the amount to be deducted from their paycheck each week. Deductions will be deposited in the employees deferred compensation account at least monthly.

- 5.2 The City agrees to make available to the employee and also with the employee's permission to the Union, Business Manager or his appointed representative his individual records, upon reasonable notification.
- 5.3 HEALTH AND SECURITY. The City agrees to make a monthly contribution, as set forth in Schedule A, to the respective Union Health and Welfare Trusts. Except for the making of monthly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the Health & Welfare Health Trusts, eligibility for employees to receive plan benefits, or the level or terms of future plan benefits. The AFL-CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those successors in trust are and shall be the firm's representatives and consents to be bound by the actions and determinations of the trustees. The City's contribution to each Union's respective Health and Welfare Trust will be as specified on Schedule A of this agreement.
- 5.4 PREPAID LEGAL. The City agrees to participate in the various Union-Employer prepaid legal trust plans and to be bound by the Trust Agreements creating and controlling such plans as may be amended from time to time. Contributions, in an amount designated by the participating crafts involved, shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. The contribution reduces the rate of that particular craft. Said contribution, and any subsequent increases in contributions, shall be deducted from the employee's negotiated wage.
- 5.5 PHYSICAL EXAMINATIONS. Employees' Union health care plans may provide for physical examinations. A yearly physical examination is offered to employees of the city, beginning during their second year of employment, and subject to the approval of specific application for such physical examination to the City Mayor. The inclusion or exclusion of any tests or procedures will be determined by the physician conducting the physical after consultation with the employee. The results of these test shall be confidential between the employees and the examining physician.

When in the opinion of the City there arises specific question as to the physical or mental ability of an employee to perform his normal work assignment, a physical examination may be ordered by the City. If such

examination demonstrates, in the opinion of the examining physician, that the employee is physically incapable of performing his normal work assignment, the employee shall be allowed to seek a second opinion from a local licensed physician of his choice. If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician mutually agreeable to the City and the employee. The results of this third examination shall be final and shall be binding on both parties. The employer shall pay for all physical examinations and connected expenses involved with this section.

5.6 For any employee whose physical condition prevents him from performing his normal work assignment, the Employer agrees to make an effort to place him in a classification he can perform within his craft under this Agreement.

5.7 CLOTHING REIMBURSEMENT. (employees working more than 1,000 hours per year); The City will reimburse-compensate eligible employees as follows for reimbursement of the expense of replacing work boots, and work clothing in recognition of the wear and tear due to City employment. The clothing and boot allowances will be paid in a single lump sum without the need for employees to provide receipts for all regular employees with the first payroll in July.

(a) Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair, and maintenance operations, or other similar types of work.

(b) The employees assigned to vehicle repair, oiling, and patching for forty (40) hours will be reimbursed by the City for the cost of one (1) pair of boots per person, per year, as approved by the City not to exceed two hundred (\$200.00) dollars.

(c) Employees assigned to work in conditions that damage or permanently soils personal clothing will be reimbursed the cost of replacing clothing used at work, provided that the items for which reimbursement is requested shall be at the discretion of the Public Works Director and will not exceed \$200.00.

(d) A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder the above-listed items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.

5.8 The City shall furnish lockers for clothes and equipment and space reserved for drying personal effects and other equipment for public works employees.

6. WORKING RULES

- 6.1 (a) WORK WEEK. The work week may be either “unmodified” or “modified”. The “unmodified” work week shall consist of five (5) consecutive days of eight (8) hours per day, Monday through Friday. The “unmodified” work day shall be eight (8) consecutive hours, exclusive of a lunch break. Regular starting times shall be established for each employee, which may be adjusted for operational needs.
- (b) The work week schedule may be modified by the City (i.e. four tens, Tues.-Sat., Sun.-Thur., or some variation thereof). The 4-10 schedule shall consist of four (4) consecutive days of ten (10) hours per day, exclusive of a lunch break with regular starting times that may be adjusted for operational needs. Prior to establishing a modified work week, volunteers in the needed classifications will be sought, volunteers being assigned to the modified work week will be equitably rotated based on seniority. If insufficient employees in the needed classifications volunteer, the required number of least senior employees will be assigned. The provisions of 6.13 shall apply.
- (c) By mutual agreement, between the Union and the City, variations of the normal unmodified work week may be established (i.e. flex schedule, split shift, etc.).

6.2 SHIFTS

- (a) The day shift is any shift with starting times between the hours of 6:00 a.m. and 11:59 a.m.
- (b) The swing shift is any shift with starting times between the hours of 12:00 noon and 6:59 p.m.
- (c) The graveyard shift is any shift with starting times between the hours of 7:00 p.m. and 5:59 a.m.
- (d) With prior mutual agreement between the Union and the City, other shifts may be worked and/or scheduled.

6.3 OVERTIME.

Overtime shall be paid for all work performed outside the regularly scheduled workdayworkweek, in quarter hour increments, however, overtime shall not be pyramided. For example, if overtime performance is less than one-half quarter (1/24) hour, the time shall be considered at one-half-quarter (1/24) hour and paid accordingly. If overtime performance is more than one-half

quarter (1/24) hour, but less than one half (1/2) full-hour, the extent of time shall be considered as one-half (1/2) full hour and paid accordingly.

- (a) For those employees working under the unmodified schedule as outlined in 6.1(a). Overtime will be paid at the time and one half(1.5) rate for hours worked in excess of eight hours per day or forty (40) hours per week when employees work a five (5) day per week eight (8) hour per day schedule. After forty (40) hours of work during a week overtime will be paid at 1.5 times the employee's pay.
- (b) For those employees working under a "4-10" modified schedule as outlined in 6.1(b). Overtime will be paid at the time and one half (1.5) rate for hours worked in excess of ten (10) hours per day or forty (40) hours per week when employees work a four (4) day per week ten (10) hour per day schedule. After 40 hours of work during a week overtime will be paid at 1.5 times the employees pay rate.
- (c) Regardless of hours worked during a week, All-all work performed on Sunday shall be paid at the time and one half (1.5) rate unless that employee is assigned to modified work schedule that includes Sundays.
- (d) Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time may be taken and used in the same manner and terms as Personal Leave, (when mutually agreeable by the employee and Department Head). If not fully scheduled or used by the end December 1st of each year, compensatory time balances will be paid by the City to the employee.
- (f) It is recognized that due to the nature of municipal operations, employees may be required from time to time to work overtime to accomplish pressing public need such as snow removal, pumping during spring thaw, removal of construction hazards and other public needs as may be determined by the City. The City agrees to give reasonable notice to employees that overtime is necessary to accomplish pressing public needs and further agrees that when such emergency situations are corrected, overtime shall not be mandatory. The City agrees to give recognition to situations which may arise from time to time which may prohibit an employee from working overtime.
- (g) The City agrees to fairly distribute overtime to its employees and agrees that regular employees shall have first refusal of overtime, if the safety and welfare of employee or public are in question (examples; prescribed medication or 14 hours of continuous operation), the Supervisor-Foreman must assess the situation and assign the overtime in a fair and equitable manner. However, it is understood that when employees have been

assigned to tasks during the course of the day and overtime is required to complete those tasks, employees assigned to those tasks shall have the right to work the overtime necessary to complete the assigned task.

6.4 REPORTING TIME. Employees required to report to work and not put to work shall receive two (2) hours pay at their regular straight time rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of the shift.

6.5 LUNCH BREAK. Lunch periods will be at least thirty (30) minutes in duration and will be scheduled at the midpoint of the shift. If the work requires the lunch period to start at a time before or after thirty (30) minutes of the midpoint of the shift, then the employee shall be paid for such period at the applicable overtime rate, given a lunch break as soon as possible~~paid for such period at the applicable overtime rate.~~ Poor weather lunch periods shall be taken in the warm and dry, normally at nearest employer facility or in heated enclosed vehicles at the discretion of the craft supervisor Foreman. Except, because of special conditions which exist that are not compatible with the above clause concerning lunch periods, by mutual agreement between the Employer and the Union those particular lunch periods may be altered to fit a specific purpose. Whenever an employee is required to work more than ten (10) hours, not including his lunch break, or is required to work more than two (2) hours before or after this regular scheduled shift, he shall be allowed the necessary time to complete a meal, not to exceed thirty (30) minutes, while remaining on the payroll at the applicable rate and at intervals of not more than four (4) hours thereafter while he continues to work any hours not a part of his regular shift.

~~He shall be compensated for each meal at the rate of ten dollars (\$10.00) per meal. Said compensation to be included in the employee's next pay check.~~

6.6 RELIEF PERIOD. All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first half of the shift and fifteen (15) minutes during the second half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When working other than the regular shift, relief breaks shall be taken each two (2) hours.

6.7 In Public Works, when three (3) or more union personnel work on one job location without a foreman (excepting maintenance workers and packer crews), one of the employees will be designated as a working lead worker, and it will be his responsibility to direct the work force. The City may at its option, designate a working lead worker for a lesser number of employees. There shall be permanent non-working craft foremen for each of the following classifications: laborers, operators, mechanics, and all Trade Specialists (collectively only when the City employs more than four regular trade Specialists). Under the following occasional workload demands foremen may

work in the craft as long as no other dispatch craft employees are displaced; (1) Training; (2) Emergencies, including heavy snow fall, earthquake, flood, wild land fire, and other events as determined by Department Head and Union (SOP procedure will be to first consult the Foreman); (3) Regularly scheduled crews do not show up; (4) Scheduled crews are present but a task comes up that needs immediate attention. If fewer than five regular Trade Specialists are employed, one shall be selected and paid as a lead worker who will take direction as designated by the City. Each craft supervisor foreperson shall have a permanent lead worker who will replace the supervisor foreman when on personal sick leave and cover the shift when double-shifting. A minimum of one lead worker will be appointed in the absence of the permanent lead worker for the following classifications: laborers, operators, mechanics, and trade specialists. A foreman with vehicular access to several crews will be considered to have direct supervision over those crews. Employees shall take instructions from whichever supervisor, foreman or lead worker, is designated by management. See Schedule A for pay of foreman and lead workers.

- 6.8 ~~(a)~~ — The employer agrees to the utilization of employees within their respective classifications, with the further understanding that should it become necessary to work an employee in a higher rated classification; said employee will be paid at the higher rate of pay for working in said classification. An employee will be paid one-half (1/2) shift at the higher rate of pay for any period of work not exceeding one-half (1/2) shift duration and will be paid the whole shift at the higher rate of pay for work in excess of one-half (1/2) shift duration, with the further understanding that should it become necessary to work an employee in a lower rated classification, said employee will continue to be paid at his regular rate of pay.

~~(b) — An Engineering Technician who is assigned the responsibility for computer software documentation coordination and maintenance will be paid a four percent (4%) premium above scheduled pay. Such assignment does not affect seniority and is at the option of the City.~~

- ~~6.9 — Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair and maintenance operations, or other similar types of work. The employees assigned to oiling and patching for forty (40) hours will be reimbursed by the City for the cost of one (1) pair of boots per person, per year, as approved by the City not to exceed two hundred (\$200.00) dollars. A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder these items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.~~

- ~~6.10 — The City shall furnish lockers for clothes and equipment and space reserved for drying personal effects and other equipment for public works employees.~~

6.449 No permanent employees covered by this Agreement shall as a result of inclement weather, be caused to lose any pay, provided they report to work in the regular manner contained herein. If, due to inclement weather, employees are unable to perform their regular work, they shall, at the option of the City, perform other miscellaneous work as directed.

6.4210 CALL BACK. A minimum of two (2) hours at the applicable overtime rate shall be paid when employees are called back to work after the regular shift.

6.4311 CALL OUT. If an employee is called to report to work on a scheduled day off, the employee will be paid a minimum of two (2) hours at the applicable overtime rate.

6.4412 ON CALL. An employee on call (standby) will be paid two (2) hours at the applicable overtime rate for covering the phone or radio, with the further understanding that this time will be in addition to call out time. Call out time will be a minimum of one (1) hour.

6.4513 SHIFT CHANGE.

(a) An employee changing shifts when the employer requests it with less than forty-eight (48) hours prior notification shall receive 1.5 times the employee's regular rate of pay for all hours worked on the first shift. The premium pay does not apply when changing back to the employee's normal shift from short term changes. For the purpose of this provision, an employee's shift is changed when his starting time is moved to one of the other defined shifts.

(b) Unless mutually agreed otherwise by the City and employee, starting times for employees shall not be changed without forty-eight (48) hours prior notification. Should an employee's regular starting time be changed without forty-eight (48) hours notice to the employee all hours worked on the employee's first new workday shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. This premium pay does not apply when changing back to the employee's normal starting time from short term changes. For the purpose of this provision, an employee's starting time is changed if his starting time is moved to a time different from his regular starting time, within the hours of any given shift listed in 6.2.

7. HOLIDAYS

7.1 The following days shall be considered holidays,: New Year's Day, President's Day, Memorial Day, Fourth of July (Independence Day), Labor

Day, Alaska Day (which shall be observed as a floating holiday in the same manner as the personal holiday; not on the actual date of the State holiday) Veteran's Day, Thanksgiving Day, Christmas Day, and one personal holidays which must be used in the year accrued or otherwise lost without cash value, and such other days as the City Council, by resolution may fix for City employees.

7.2 When a holiday falls on an employee's first scheduled day off, or second day for employees working a four day a week schedule, the preceding non-premium work day shall be considered to be the employee's holiday and paid as such. When a holiday falls on an employee's last scheduled day off, the following non-premium work day shall be considered the employee's holiday and paid as such.

7.3 Holiday pay, in the amount of eight hours for each holiday shall be paid to regular employees at the employee's regular rate of pay, if not worked; employees working on a 4-10 schedule may use personal leave or leave without pay for two hours on such holiday. If mutually agreeable, the City will schedule two extra straight time work hours during a work week, not to exceed 11 hours a work day. Temporary employees shall not receive holiday pay.

7.4 ~~Regular~~ All employees, who work on any of the above named holidays shall be paid at the rate of one and one half (1.5) times their regular rate of pay, in addition regular employees shall receive to the holiday pay as set forth above.

7.5 Employees on leave with pay shall receive pay for a recognized holiday occurring during such leave with pay at their regular rate.

7.6 Employees on leave without pay shall not receive pay for a holiday occurring during such leave without pay.

7.7 ELIGIBILITY FOR HOLIDAY PAY - In order to receive pay for an observed holiday an employee must not have been absent without authorized leave on the workday before or after the holiday.

8. PERSONAL LEAVE

8.1 All employees covered by this Agreement shall be entitled to Personal Leave in accordance with the following:

8.2 Personal leave will be paid for at the employee's contract regular rate for his regular classification.

8.3 (a) PERSONAL LEAVE ACCRUAL. For those employed as regular employees prior to June 1 2007, Personal leave shall accumulate as

follows at the rate of two hundred forty (240) working hours per calendar year. Ten (10) hours shall be credited per pay period.

(b) Persons hired after June 1, 2004 of this agreement shall accrue leave according to the following schedule:

- 1) One – Two Years: 160 hours per calendar year;
- 2) Three – Five Years: 200 hours per calendar year;
- 3) Over Five Years: 240 hours per calendar year

Employment for less than a full pay period shall be pro-rated for the purpose of computing personal leave.

(c) Employees working on a 4-10 schedule may use personal leave or leave without pay for two hours per day on days that leave exceeds eight (8) hours.

8.4 LEAVE REQUESTS. Personal leave shall be taken at any time mutually agreeable to the department head and the employee and shall not be unreasonably withheld by the employer. Requests for leave exceeding 160 continuous hours will not be granted unless approved by the Department Head. An employee shall notify his department head at least one (1) day in advance, when not more than two (2) days leave are desired, except in the case of any emergency. When longer periods of leave are desired, at least one (1) week advance notice shall be given. Notification of scheduled personal leave shall be made at least thirty (30) days in advance. (Scheduled annual leave is defined as any leave which is scheduled 30 or more days in advance). Leave will be granted, if, in the opinion of the department head, the employee can be spared from his job for the time requested, however, such leave shall not be unreasonably withheld. Upon notification of scheduled personal leave to the City by the employee, the City agrees to approve or disapprove the employee's scheduled personal leave in writing within ten (10) working days of submittal. If the City fails to reply to a leave request within (10) ten days such leave request will be considered approved. Scheduled personal leave may also 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 foreman as soon as possible, but in no case later than 8:00 am on a day they are scheduled to work. Leaving a message on the assigned voice mail number satisfies notice. If the City believes an employee is abusing the use of sick leave the union agrees to meet with the City and the effected employee to discuss leave usage with the goal of correcting any perceived abuse.

8.5 No employee shall absent himself from the job without providing good and sufficient reasons, unless he has complied with the provisions of Section 8.4. Nothing in this section shall preclude the employer from exercising reasonable restraints on excessive absences and lateness from work. Employees arriving late for work as scheduled without complying with Section 8.4 will be placed on personal leave (or LWOP if personal leave is exhausted) in quarter hour increments, provided that an absence over a quarter hour shall be assessed to the next full quarter hour).

8.6 TERMINATION CASH-OUT. Upon termination of any employee covered by this agreement, accrued leave shall be paid in accordance with Article 8, Section 8.7, at the employee's then current rate of pay. In the case of termination, leave in excess of 160 hours will not be granted: all remaining personal leave hours will be cashed out with pension contributions as provided by Section 8.7

8.7 DRAW DOWN OF PERSONAL LEAVE. Subject to the "cash-out value 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 City Mayor Department Head. The cashed out hours will be paid on a separate check within fifteen (15) days. In addition, the City will contribute pension payments to the appropriate trust at the rate in effect on the date of approval for all hours cashed out.

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 <u>without Mayor's approval</u> (except in case of emergency hardship, or at termination 100%). |
| 200+ | 100% cash out value. |

8.8 PERSONAL LEAVE DONATIONS. The parties recognize that it is desirable from time to time to have a means for employees to assist other 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 four (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)."

- (c) The employer will convert the hourly rate to a dollar value and transfer that amount to the recipient's personal leave account where it will be converted into the recipient's hourly rate for use as personal leave.
 - (e) All personal leave donation requests are subject to the approval of the City Mayor.
 - (f) Once personal leave is donated and approved, it is irretrievable by the donor.
- 8.9 LEAVE VALUE CONVERSION. A laid off or reclassified employee who has bumped or moved into a lower paying job classification shall be credited with personal leave at the value it accrued prior to reclassification. The dollars will be converted to leave at the lower hourly rate of the reclassified employee and the appropriate hours of leave will be added to the employee's personal leave account.
- 8.10 Employees serving a probationary period on an original appointment leaving the city service without satisfactory completion of the probationary period shall not be compensated for any accrued personal leave.
- 8.11 Employees serving a probationary period on an original appointment shall accrue personal leave in accordance with the provisions of this section. Such employees shall not be granted paid personal leave until they have completed their probationary period as defined in Section 13.7, but may take unpaid leave upon mutual agreement.
- 8.12 Only earned personal leave may be taken by an employee.
- 8.13 At the expiration of all personal leave, an additional period of leave, as required, without pay may be granted at the request of the employee, and such leave privilege will be subject to verification by a doctor's certificate.
- 8.14 Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work 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 family leave provisions of this agreement.
- 8.15 In the event case of job-incurred injury or serious illness to a regular employee, within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for him until it has been established that he will be unable to return to work or one year whichever is sooner and his seniority shall be in full force during the period. 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 his or her return to the job in question.

The City will compensate regular employees that portion of the difference between Workers' Compensation as required by State Statute and eighty percent (80%) of the employee's regular rate of pay until the employee is able to return to duty or is medically retired; provided, however, that such time does not exceed nine (9) months. The employee shall be required to submit to his foreman a weekly report from the attending physician.

9. OTHER APPROVED ABSENCES

All employees covered by this Agreement shall be entitled to paid personal leave in conformity with the following:

- 9.1 MATERNITY/PATERNITY/FAMILY LEAVE shall be granted when the employee can be certified for such leave by a competent physician. A pregnant employee may work as long as she is certified to be in good health by a competent physician. Absences due to or contributed to by "pregnancy, miscarriage, abortion, childbirth, and recovery" are the same as any other temporary disability and should be treated that way under health and disability insurance or sick leave plans. City Mayor may grant a regular employee leave without pay. The employee must either return to full employment status at the end of such leave without pay or terminate. Approved leave without pay shall not constitute a break in service and the employee shall be restored to the same job classification without loss of seniority.
- 9.2 ELECTIONS. Any employee shall be given the necessary time off, without loss of pay, for the purpose of voting when polls are not open at least (2) hours before or after the employee's scheduled hours of work.
- 9.3 BEREAVEMENT LEAVE. All regular employees shall be permitted to use personal leave in the event of illness or death in the immediate family of the employee to make household adjustments, arrange for medical services or to attend funeral services. "Immediate family" is defined as: husband, wife, daughter, son, mother, father, sister, brother, step-mother, step-father, step-children, foster children, mother-in-law, father-in-law, grandparents and grandchildren. Nothing in this section shall preclude the use of leave for such bereavement when approved in advance by the City.
- 9.4 MILITARY RESERVE TRAINING OR EMERGENCY NATIONAL GUARD SERVICE. All employees covered under this Agreement shall be entitled to administrative leave without pay for any active duty in any Armed Forces component including units of the National Guard or Reserve. Provided that, 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 any affected employee's anniversary date for any active duty period up to the Federal statutory limit so as to cause loss of seniority or longevity, or to deny the accrual of sick or annual leave as provided by law. Employees are to present a copy of official orders for active duty as soon as possible to the City to comply with the law and to allow the City to reschedule the work force.

9.5 LEAVE WITHOUT PAY. The City Mayor may grant to a permanent employee leave without pay not to exceed ninety (90) calendar days if, when it is in the best interest of the City to do so, and the employee can be spared from his job for the time requested. During the employee's approved leave of absence his position may be filled by temporary promotion, or temporary reassignment of any employee. At the expiration of the leave without pay the employee has the right to, and shall be reinstated to, the position he vacated if the position still exists; or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service. Longevity credits for the purpose of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the periods of leave without pay exceeding one work day.

9.6 Personal leave shall be granted to employees for the birth or adoption of a child. In addition, employees will be entitled to use personal leave, or LWOP in accord with the Family and Medical Leave Acts.

10. PAY DAYS

Pay days shall be established covering payroll periods from the first (1st) to the fifteenth (15th) day of the month inclusive (for which the payday is by month end) and from the sixteenth (16th) day of the month to the last day of the month (for which the payday is the 15th of the following month except when pay day falls on Saturday or holidays. When the payday falls on a Saturday, Sunday, or Monday City Holiday, the payday will be Friday. The City reserves the right to establish a bi-weekly pay period upon thirty (30) calendar days' notice to the Union. If established, pay day shall fall on every other Friday. If the designated pay day falls on a holiday, pay checks will be available for distribution the day preceding the holiday. However, no employee shall lose any wages or benefits accruing under this Agreement as a result of the change from semi-monthly to by-weekly pay periods. Each check shall have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and overtime hours worked.

11. UNION MEMBERSHIP AND DUES

- 11.1 The Union shall assume all obligations and responsibilities for the collection of any Union dues, fees or assessments except as agreed to by the Employer and set forth herein.

The Employer will deduct membership working dues from the employees' pay checks for each compensable hour in an amount so designated by the particular Unions involved, with proper authorization submitted to the Employer by the employees so affected.

All moneys collected for working dues by the Employer shall be paid to the appropriate Unions. The working dues which are deducted shall be paid monthly by the fifteenth (15th) of the month following the month in which they were deducted.

- 11.2 No employee shall be discriminated against for the upholding of Union principles, and any employee who heeds the instructions of the Union, or who serves on a committee, shall not lose his position or be discriminated against for this reason. The Union shall not discourage any employee from carrying out his work assignment for the City.
- 11.3 The Employer agrees that he will not in any manner, directly or indirectly, attempt to interfere between any of the employees covered under the terms of this Agreement and the Union, and that he will not in any manner, restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of the employee's Union membership or lawful Union activity.
- 11.4 All employees covered by this Agreement shall be required as a condition of continued employment, to apply for and become members of, and to maintain membership in the appropriate craft union within thirty-one (31) days following the beginning of their employment or the effective date of this Agreement, whichever is later.
- 11.5 The City will within five (5) working days after receipt of written notice from the Union discharge any employee who is not in good standing in the union as required in Section 11.4. If the employee signs an authorization to the City to withhold working dues and pays his initiation fee and monthly dues to the union before the expiration of the five (5) working days, he shall be considered in good standing with the union, and not be discharged for that reason.

12. HIRING HALL

- 12.1 The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The Employer agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workers he may require in the classifications herein mentioned, subject to the following terms and conditions.
- 12.2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, By-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- 12.3 The Employer retains the right to reject any job applicant referred by the Union. The employer will apply the terms of its current nepotism policy, as provided in the Fairbanks General Code. [ta2/6/09](#)
- 12.4 All employees covered by this Agreement, that operate heavy equipment and packers shall be required, as a condition of employment, to possess and maintain a Commercial Driver's License as required by law. The City will annually reimburse permanent employees for the cost of renewal of any licenses or training required by law or required by the City to perform their duties while in City employ, with the exception of personal drivers licenses.
- 12.5 The Union agrees that it will not discriminate against non-Union workers in referring workers to the Employer, and the Employer agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.
- 12.6 The Union and the Employer agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.
- 12.7 In the event the Union is unable to supply the Employer with qualified workers when called upon by the Employer within seventy-two (72) hours, exclusive of Saturdays, Sundays, and holidays, the Employer may procure workers from other sources; provided, however, that in such instances the Employer shall furnish the Union with the names of workers, their classifications and date of hiring.

13. SENIORITY

- 13.1 Seniority shall be established by craft for the following seniority groups:
- (a) laborer

- (b) operator
- (c) mechanic
- (d) electrician
- (e) carpenter
- (f) plumber
- (g) dispatcher & network coordinator
- (h) engineering employees
- (l) supply specialist/expediter
- (j) warehouse/records coordinator
- (k) custodian
- (l) inventory specialist/material handler
- (m) or other seniority groups mutually agreed to by the City and the Craft Council.

The employee having the longest term of service with the Employer shall be number one on the seniority list subject to the provisions of Section 13.7, and all other employees, likewise, shall be listed according to length of service with the Employer; such lists shall be posted. Date of hire as a permanent employee will be the criterion used to establish the length of service for new employees.

- 13.2 Lay-offs due to reduction in force shall be made in reverse order of seniority subject to Section 13.1. In rehiring, seniority shall apply. When calling back laid-off employees, the City will recall, through the Union, the employees in the proper order of seniority recall rights.
- 13.3 Promotions, including promotions to newly created jobs, and reclassification to positions of different responsibilities shall be in order of seniority, provided the employee is qualified and competent to perform the work in the proposed classification. This provision shall not apply to the selection of General Foreman and Office Manager (if these two positions used), or Craft Supervisor Foreman. Lead worker and Craft Supervisor Foreman shall be selected by the City from among the regular permanent employees. The City shall be the judge of the employee's qualifications and competency.
- 13.4 Employees under this Agreement shall be allowed to transfer into another bargaining unit with the City, provided they are qualified to perform the work and the position vacancy has been first offered to existing employees in that bargaining unit and no employees are interested or qualified. It is understood that such transferring shall be within the appropriate Unions and all parties in the bargaining unit(s) concur. Employees transferred thus shall carry continuous service credits (longevity) but will lose division or unit seniority.
- 13.5 City seniority shall be terminated and the employer-employee relationship shall be severed by the following conditions:

- (a) Discharge for cause
- (b) Lay-off of eighteen (18) months duration
- (c) Resignation or retirement

- 13.6 In the event an employee is not worked in his rightful position of seniority pursuant to Section 13.1, 13.2 and 13.3, he shall be compensated in the amount that was earned by the employee who has worked in his stead, unless otherwise mutually agreed upon by the Union and the Employer.
- 13.7 Each new employee shall be hired as a probationary employee and shall not have seniority until the end of a probationary period of one hundred eighty (180) days, unless the employee has worked in a position in the bargaining unit within eighteen (18) months of the appointment. The employee who has worked in a position in the bargaining unit within eighteen (18) months of the appointment shall have his probationary period reduced by the amount of time he has worked in a position in the bargaining unit within eighteen (18) months of his appointment, but in no case shall the probationary period be less than ninety (90) calendar days. Upon completion of such period, the employee shall have seniority from date of hire with full accrual of personal leave. A probationary employee shall not be terminated for the sole purpose of defeating the accrual of such.

14. LAY-OFF AND DISCHARGE

- 14.1 When an employee is terminated, or effects a separation, he shall be paid all accrued earnings in accordance with State law, or within forty-eight (48) hours, whichever is earlier, excluding Saturday, Sunday and holidays.
- 14.2 Written notice of lay-off will be given to the affected employees by the Employer. Employees having less than ninety (90) days continuous service shall receive two (2) days' notice prior to termination. The employees having ninety (90) days continuous service but less than twelve (12) months continuous service shall receive six (6) working days' notice prior to termination. Employees having twelve (12) months or more continuous service shall receive twelve (12) working days' notice. In instances where notice is not given by the Employer prior to termination, the employee shall receive in lieu thereof, pay at the basic rate for the time established herein. Employees effecting a separation without prior notice to the Employer shall forfeit severance pay. Temporary employees hired for twenty-one (21) days or less will receive twenty-four (24) hours of notification prior to termination.

15. SHOP STEWARD

- 15.1 A Shop Steward shall be appointed from among the employees of the Employer at any given point by the Union at the Union's discretion and shall

be the last employee terminated unless such employee is discharged for cause.

15.2 The Shop Steward shall be allowed to handle requests, complaints and grievances arising under this Agreement during the Shop Steward's working hours without loss of compensation for time spent in the pursuit of Shop Steward's duties. There may be occasions when the work load will prevent the granting of such times until a later time. In the absence of compelling circumstances to the contrary, the employee will be made available. The Steward will be the last employee terminated in the respective craft as long as there is work available which such employee is capable of performing.

15.3 Shop Stewards and aggrieved employees shall, upon notification to their foreman or immediate supervisor, be given time during working hours and without loss of pay to handle grievances. It is further agreed that Shop Stewards shall be given time during working hours and without loss of pay to attend Union negotiations and other authorized joint employer-Union conferences.

16. JURY DUTY

16.1 Employees required to serve on jury duty will suffer no loss in regular earnings, but shall be compensated during their service at the rate of forty (40) hours per week. Fees paid the juror, while serving such jury duty, will be returned to the employer by the employee. An employee, other than a regular day shift employee shall be considered to be a regular day shift employee while serving on jury duty. Such an employee who was required to serve on jury duty on his previously scheduled day off shall not be required to work on the following Saturday or Sunday. 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.

A certificate of attendance shall be obtained by the employee from the jury clerk and made available to the department head upon request.

Temporary employees will only be paid for jury duty if they are not granted a deferral to a later date.

17. SAFETY

17.1 All work should be executed in a safe and proper manner. The "Alaska State General Safety Code" will serve as minimum standards.

17.2 The employer shall furnish such safety equipment as is necessary for the safety of the employees. 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.

- 17.3 When any work is being done in a manhole, there shall be an employee stationed at the street level as a minimum safety precautionary measure in accordance with "Alaska State General Safety Code" regulations and City of Fairbanks Safety Policy Manual.
- 17.4 A Safety and First-Aid Program, as required by the State Safety Code, shall be instituted and regular safety meetings for each department shall be held once each month during working hours, without loss of pay to the employee.
- 17.5 It shall not be considered a violation of this Agreement where employees refuse to work with or ride in unsafe equipment or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.
- 17.6 It is agreed that when one (1) employee is on shift alone the employees supervisor will call to check on the employee should the employee fail to report every two (2) hours. It will be the employee's responsibility to notify public works dispatch that he is working alone that shift. Nothing in the section applies to work in a confined space or other hazardous conditions.

18. **TRAINING - EMPLOYEE UPGRADING**

The parties agree that it is in their mutual interest and in the interest of the industry that employees be trained in the fields of work and equipment covered by this Agreement.

The Employer may utilize training courses, technical publications, specifications and training schools of equipment manufacturers and vendors, as the Employer deems necessary, to develop and upgrade their employees to the state of the art skills regarding the latest products, equipment, systems and their operation, maintenance and repair. When specialized training is provided by the employer seniority will be considered when offering such training to employees. When training for a specialized skill is provided by the City to a junior employee, senior employees will not be laid off because they lack such specialized skill. When an employee is sent for special training or to work outside the Fairbanks North Star Borough the Employer will pay all authorized expenses as provided in the Travel Policy effective 9/3/2013. Upon prior written approval the costs for any training beneficial to job requirements and after satisfactory completion will be reimbursed to the employee.

19. MAINTENANCE OF PRIVILEGE AND REMUNERATION

It is understood and agreed by and between the City of Fairbanks and the Fairbanks AFL-CIO Crafts Council that, except as provided by this agreement, no employee, covered by this Agreement, will suffer a loss in privileges or rights which they now enjoy due to signing of this Agreement by and between the City of Fairbanks and the Fairbanks AFL-CIO Crafts Council. Any future changes in working conditions that will affect the employees covered under the terms of the Agreement will be mutually agreed to between Management and the Union prior to implementation. This clause does not preclude the signatory parties to this Agreement from negotiating changes in the Agreement.

19.1 Shift premiums for classification under this contract will be five percent (5%) for swing shift and five percent (5%) for a work week which includes work on Saturday. Ten percent (10%) for graveyard shift and ten percent (10%) for a work week that includes work on Sunday.

20. MISCELLANEOUS

20.1 The parties agree that all permanent employees hired prior to January 1, 1996 will receive longevity pay on the basis of three percent (3%) of the employee's basic wage rate for three (3) years of service, and an additional one percent (1%) for each year's service thereafter up to a maximum \$2.72 dollars an hour without regard to any changes in the CPI.

Permanent employees hired after January 1, 1996 shall not receive longevity pay as specified in the preceding paragraph.

20.2 Mechanics, carpenters, and electricians shall furnish their own tools and provide a complete inventory, but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and bearing pullers, electric drills, reamers, taps dies, oxyacetylene hoses, gauges, torches and tips, thirty-six inch pipe wrenches, socket wrench drives over 3/4", wrenches over 2", coffin hoists, hydraulic jacks, etc. The Employer agrees to reimburse employees for tools lost provided that such loss was not intentional or due to recklessness. Such reimbursement shall be for the full amount of the prior agreed inventory of such tools lost, and will be based upon the current price for tools of the same brand. Such tools will be replaced with tools of the same brand. Tools broken in the course of employment shall be replaced with tools of the same brand at no cost to the employee, provided the broken tool is turned in to the Employer and further provided that such damage was not intentional or due to recklessness.

20.3 PARKING. The City will make every effort to provide adequate parking facilities and electrical connections for head-bolt heaters at existing

installations. Such facilities shall be provided at any newly constructed installation.

- 20.4 Upon the proper written authorization by an employee, the City agrees to deduct the amount so designated from the employee's wages and submit the amount so indicated to the appropriate union's political, educational or charitable committee. Forms shall be supplied by the employee's union. Such amount shall be submitted to the union on the fifteenth (15) day of the month following the month in which the deductions were made.
- 20.5 (a) Except in the case of an emergency, Employer agrees to refrain from transferring work normally being performed by employees in job classifications falling within the scope of this agreement to any supervisor or unrepresented position unless mutually agreed upon between the employer and the union. The foregoing shall not operate to prohibit the employees of a manufacturer or supplier from warranty work, trouble-shooting or working on equipment or apparatus supplied or leased to the Employer. No regular employee shall be laid off, terminated, or discharged by the Employer as a result of the Employer sub-contracting any work currently performed by the bargaining unit.
- (b) Efforts by community groups, such as Festival Fairbanks or the Downtown Association, to improve the community are encouraged and supported by both the Employer and the Union. Such efforts will not result in the layoff of any craft employees.

21. PERSONNEL RECORDS

- 21.1 An employee's personnel record shall include, but shall not be limited to, the employee's application, reports of results of employment investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefit forms. The employee's personnel file shall be maintained by the City Mayor or designee.
- 21.2 Employees shall be given access to their personnel file upon reasonable request. Copies of additions or other date changes to their individual personnel files shall be provided to the employee upon request and upon reasonable time notifications.
- 21.3 Personnel records will not be used as a private dossier on employees nor shall they contain any materials which an employee has not seen.
- 21.4 Recognizing the employers need to discipline and the employee's desire for fair and equal discipline the employer agrees to remove letters of reprimand, not related to public safety, from an employee's personnel file twenty four (24) months after being placed in such file.

22. TEMPORARY EMPLOYEES

- 22.1 A temporary employee is one who is called for occasional work or for a limited period not to exceed eight calendar months in any year. Unless mutually agreed otherwise by the Union and the City, at the end of this period the employee shall be placed in a regular position or laid off. The City agrees it will not attempt to bypass this section by using layoffs/rehires to circumvent the intent of the eight month maximum.
- 22.2 (a) Temporary employees shall be paid in accord with Schedule "A" for their classification, plus per hour pension contributions and Health & Welfare (H&W) contributions, and be paid overtime as provided in Section 6.3. Temporary Employees that work one hundred (100) hours or more in a month may elect to make a monthly H&W contribution. When a participating temporary employee per hour H&W contribution is less than the monthly H&W contribution then the difference shall be deducted from their gross pay as a payroll deduction. Either party may elect to re-open negotiations on the temporary employee H&W deduction option after 12 months of the effective date of this agreement.
- (b) Whenever temporary employees are needed under this provision, the City shall first attempt to contact and hire their trained and experienced temporary workers before hiring workers new to the City system. Should such workers decline employment, or not be available for employment, the City shall contact the appropriate hiring hall for referrals.
- 22.3 Temporary employees shall not accrue seniority, be paid for unworked holidays holiday pay, or receive paid personal leave, but shall be eligible for unpaid leave upon mutual agreement.
- 22.4 Temporary employees shall not be hired if there is a permanent employee of the appropriate craft on lay-off who has seniority recall rights and is available.
- 22.5 Temporary employees shall be considered for regular positions which are created or become vacant after the position has been closed to all regular employees and before the City places a call to the Union.

23. SCHEDULE "A" WAGES

- 23.1 In 2014 On January 1 2014, employees shall be compensated as provided in the attached Appendix "A", which provides a one and a half (21.5%) percent increase to over the 2013 package rate, after certain adjustments which are shown. Additionally the Trade Specialist classifications shall receive a one time fifty (\$0.50) cent adjustment to their total package rate. By January 31, 2014, r Regular employees employed on the date of mutual ratification shall

receive a "signing" payment of nine hundred thirteen dollar (\$913.00) dollar less IRS tax withholdin with dues but without health & welfare contribution deduction.

23.2 ~~(A)~~ Except as provided in this section, ~~Each~~ each Local may allocate the package rate to wages, pension and health and welfare as it sees fit.

~~B.~~ The 2014 package rate for each covered classification will be increased by 1.4% on _____, 2014 (the first day of the _____ payroll period in 2014).

~~C(A).~~ Each of the AFL-CIO Joint Craft member unions will allocate sufficient ~~funds~~ funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding and laws regarding pension funding.

~~D(B).~~ The package rate for member union employees whose pension plan is found to be critically underfunded ("red zone") under the terms of the Pension Protection Act of 2006, as may be amended, will be adjusted. Addendum No. 1 to this agreement applies to Teamster member employees. Addendum No. 1 is hereby incorporated into this agreement and equivalent Addenda will be included should other member unions pension plans be determined to be critically underfunded.

~~(C)~~ Application of the Package Rate Concept. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The parties agree that future percentage increases will be applied to the package rate.

23.3 This agreement is effective until December 31, ~~2013-2016~~ PROVIDED THAT the parties agree to reopen negotiations on economic issues only for ~~2012-2015~~ and ~~2013-2016~~. Such negotiations will commence in October of ~~2011-2014~~ for ~~2012-2015~~ and ~~2012-2015~~ for ~~2013-2016~~. The parties agree to utilize mediation and arbitration if the re-opened negotiations result in impasse.

23.4 Packer Driver, Lead, Foreman, General Forman, Office Manager, and Dispatcher Pay Rates:

~~(A)~~ Packer Drivers/Leads hired after 1/1/2010 shall receive a wage premium of five percent (5%), or a one dollar and twenty-two cents (\$1.22), whichever is greater. Foreman hired after 1/1/2010 shall

receive a wage premium of ten percent (10%), or a two dollar and forty-four cents (\$2.44), whichever is greater.

(B) Current Packer Drivers/Leads and Foreman, or Regular employees hired prior to and continuously employed before prior to 1/1/2010 shall be grandfathered in at the wage premiums that were in effect prior to 1/1/2010.

(C) The Office Manager positions, if used by the City, will be paid at a wage rate to be agreed upon by the City and Union in light of the skills and qualifications of the selected employee(s). The IUOE Dispatcher shall be paid at ninety (90%) percent of scale.

Agreement ratified by Union membership on _____ and approved by the City Council by approval of Ordinance 5930 on _____.

SIGNED FOR THE FAIRBANKS
AFL-CIO CRAFTS COUNCIL:

SIGNED FOR THE CITY OF
FAIRBANKS:

Lake Williams,
President AFL-CIO Crafts Council

Jerry Cleworth
Mayor, City of Fairbanks

Date: _____

Date: _____

Kevin Pomeroy
Business Manager, Laborers 942

Patrick B. Cole
Chief of Staff

Laird Grantham
Business Representative, Teamster 959

Michael Schmetzer
City Engineer/Public Works Director

Rodney Brown
Business Manager, Pipefitters 375

Addendum No. 1 Regarding Teamster Employees

1. Under Article 23.2 of the CBA between the City and the Crafts Council, each Local retains the right to allocate the negotiated package rate to wages, pension and health and welfare as it sees fit. Because certain provisions of the Pension Protection Act of 2006 have been triggered by the determination that the Alaska Teamster-Employer Pension is a critically underfunded ("red zone") plan, the parties recognize that it is mutually beneficial for the CBA to limit the discretion of the Teamster Local under Article 23.2.
3. The Teamsters and the City of Fairbanks have agreed to adopt the Rehabilitation ("Preferred") Plan with 5-year phase in – Supplemental Employer Contribution Schedule which provides for a supplemental pension contribution beginning with the implementation of the 2014 Wage Re-Opener of _____ of the current pension contribution rate of \$ _____/hour (\$ _____/hour) and % of the current rate (\$ _____/hour) beginning on /1/2014.
4. The package rate increases set out in the 2014 CBA include funding for supplemental contributions to the Alaska Teamster-Employer Pension made pursuant to the Rehabilitation Plan referenced in paragraph 3 and are intended to represent the City's total cost for providing pension contributions, including supplemental contributions, to the Alaska Teamster-Employer Pension during the term of this agreement. No portion of the package rate increase may be allocated to any other purpose unless and until contributions and supplemental contributions to the Alaska Teamster-Employer Pension Plan have been satisfied. If the Alaska Teamster-Employer Pension requires any contributions that are in excess of these amounts, or, if the Alaska Teamster-Employer Pension fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the package rate referred to in paragraph one shall be immediately reallocated by an equivalent amount to pay for the increased contributions and/or the excise tax.
5. The Public Employment Relations Act (PERA) limits collective bargaining agreements between a public employer and its employees to a maximum of three years [AS 23.40.210(a)]. The parties recognize that, unless the Alaska Teamster-Employer Pension emerges from critical status before the expiration of the current CBA on _____, future agreements will require supplemental contributions under the Supplemental Employer Contribution Schedule. The parties agree that all future increases in supplement pension contributions will be built into the package rate and paid to the Alaska Teamster-Employer Pension Trust from package rate funds.
6. If at any point, the Alaska Teamster-Employer Pension Plan emerges from its "red zone" status and the City is no longer required to make supplemental contributions under a rehabilitation plan, the allocation restriction imposed on the Teamster Local shall be lifted.

ORDINANCE NO. 5930, AS AMENDED

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE AFL-
CIO JOINT CRAFTS BARGAINING UNIT**

WHEREAS, the City administration and the AFL-CIO Joint Crafts Bargaining Unit have tentatively agreed to terms for a replacement Collective Bargaining Agreement (CBA), effective January 1, 2014 until December 31, 2016

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

Section 1. The attached replacement CBA, effective January 1, 2014, is ratified and approved.

Section 2. Funding will be from 2014 budgeted surplus fund balance and the State of Alaska fire station bond reimbursement.

Section 3. The effective date of this ordinance shall be the ___ day of October 2013.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

AGREEMENT

Between

THE CITY OF FAIRBANKS

and

FAIRBANKS AFL-CIO CRAFTS COUNCIL

January 1, ~~2011-2014~~ – December 31, ~~2013~~2016

AGREEMENT

This Agreement, made and entered into effective January 1, ~~2011~~2014, by and between the **CITY OF FAIRBANKS**, hereinafter referred to as “the City” or “Employer,” and the **FAIRBANKS AFL-CIO CRAFTS COUNCIL**, hereinafter referred to as “the Union.” The parties have mutually agreed as follows:

PURPOSE OF AGREEMENT

The purpose of this Agreement is to assure a supply of competent and capable workers to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to avoid interruption or interference with the efficient operation of the City, to promote fair, safe and healthful working conditions, to assure amicable labor-management relations, to encourage the growth and development of the City employees, and to record the terms of agreement with respect to rate of pay, hours of work and other conditions of employment arrived at through the process of collective bargaining.

1. DURATION, MODIFICATIONS AND CHANGES

- 1.1 This agreement shall become effective on January 1, ~~2011~~2014, and shall remain in effect until December ~~31, 2013~~2016. Any retroactivity contained herein shall affect only those employees covered by this Agreement and actually employed by the Employer on the effective date of this Agreement.
- 1.2 (a) Either party desiring a change or modification in this Agreement shall notify the other party in writing between one hundred twenty days and prior to the anniversary date of this Agreement. Upon receipt of such notice, negotiations shall begin within fifteen (15) days. Changes or modifications mutually agreed to may be made at any time during the life of the agreement subject to member ratification and City Council approval.

(b) In the event that the parties commence negotiations for a new contract or for amendment of the current contract, each party craft may have a negotiator present at negotiations. Three represented employees may attend such negotiations on duty, and others are free to attend if off duty on approved leave.
- 1.3 In the event that the termination date of this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed by the parties.
- 1.4 If retroactive pay is negotiated, same will be paid within thirty (30) days of contract signing.

2. COVERAGE

2.1 The City recognizes the AFL-CIO Crafts Council as the bargaining representative for all classifications listed under Article 23, Schedule A, of this Agreement. All personnel matters for Union members covered by this contract will be controlled and regulated by this Agreement.

3. EMPLOYER-UNION RELATIONS

3.1 The City under this Agreement has and will retain the sole right to represent and manage the City, and to direct the working forces, including, but not limited to, the right to determine the City's mission, policies, and to set forth all standards of service offered to the public; the right to plan, direct, control, and determine the operations and services to be conducted by employees of the City; the right to determine the methods, means, and number of personnel needed to carry out the City's mission; the right to hire, to promote and demote, to discipline, to reclassify and/or discharge any personnel in its employ for good and just reason in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control the business.

3.2 (a) The Union assumes the responsibility to supply the City with competent qualified workers with no discrimination of race, sex, age, color, religion, disability or national origin for those classifications listed in Article 23 of this Agreement. Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Union. The City may reject any employee it finds unsatisfactory.

(b) It is hereby agreed that there shall be no discrimination by the City, or the Union, against any employee because of race, sex, age, color, religion, disability or national origin or because of membership in or lawful activity on behalf of the Union. To the extent allowed by law, the City further agrees to give priority of hire and job tenure to residents of the Fairbanks, Alaska, area when such possess the requisite skills and abilities and are available.

3.3 The City will recognize five (5) Shop Stewards including one Teamster, one Operator, one Trade Specialist, and two Laborers. Stewards will be selected by the Union and recognized by the City as authorized representatives of the Employees or groups for whom they are selected. The Union shall notify the City within 24 hours as to the appointment or official status of any Shop Steward.

3.4 The City shall furnish bulletin boards for the use of the Union.

- 3.5 The authorized Union Business Representatives shall be granted access to the City's premises during which any employees represented by this Agreement are on duty, but shall not interfere with operations.
- 3.6 The Union agrees that its members, who are employees of the City, shall individually and collectively perform loyal and efficient service and that they shall use their influence and best efforts to protect the property and interests of the City and to cooperate with the City to this end at all times.
- 3.7 It is agreed that work shall be assigned in accordance with craft jurisdiction. Any jurisdictional disputes between labor organizations affiliated with the AFL-CIO Crafts Council shall be settled in accordance with the rules and procedures established by the Council. However, it is recognized by the parties that conditions of public employment do not always permit work to be performed on the basis of strict craft lines:
- (a) Employees may be required to work out of classification for a period of up to, but not exceeding three (3) work days in any one (1) calendar month per classification (Trade Specialist, Operator, Teamster, and Laborer). If it is deemed that the project/work will take longer than three (3) days, the City must contact the affected labor organization and mutual agree on an extension or request a member from the Union Hall with adequate job skills. Nothing in this sub-section authorizes work to be performed in an unsafe manner in violation of Section 17.1.
 - (b) It is also understood that to promote maximum efficiency on certain operations/projects that the composite crew concept may be employed by the City where it does not conflict with Section 3.7(a) above.
 - (c) Periodic review of such work assignments shall be made for purposes of adjusting such assignments, as appropriate, to take care of changing needs.
- 3.8 Any provision of the Agreement or subsequent amendments thereto, found to be in violation of any applicable State or Federal law shall be null and void, but all other provisions of the Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties hereto agree to meet within fifteen (15) days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been ratified by the parties.
- 3.9 The masculine pronoun as used herein shall be equally applicable to both men and women, and words used in the singular are intended to include the plural form, whenever appropriate.

- 3.10 The Union agrees that it will not engage in any work stoppage because of any jurisdictional dispute with any labor organization.

4. GRIEVANCE PROCEDURES

- 4.1 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 of the 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 the furtherance of this objective, the City and the Union have adopted the following procedure.
- 4.2 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 contract shall not be considered a grievance, and shall not be submitted to the grievance-arbitration procedure set forth therein, but any such questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. A Grievance may be initiated by the Union or the City as hereafter specified.
- 4.3 FIRST STEP. When an employee has a grievance, the employee (accompanied by the steward, if the employee so chooses) shall verbally discuss the matter with the immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within thirty (30) calendar days after its occurrence or within thirty (30) calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge, or should have 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 to his immediate supervisor. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, his response to the grievance within three (3) working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall be delivered to the Union, with a copy to the aggrieved employee(s), for further handling at the next step of this procedure.
- 4.4 SECOND STEP. If the grievance is not settled to the satisfaction of all concerned parties in the first step, the written grievance and response thereto with a written statement as to why the response to Step One was not acceptable shall, within five (5) working days, be delivered to the department head who shall attempt to settle or have settled the grievance. If the grievance is not settled the department head shall deliver his written response, with the original grievance and all previous responses attached, to the appropriate Union, a copy to the President of the Fairbanks AFL-CIO

Crafts Council and the aggrieved employee(s) within five (5) working days after the submission of the grievance to him. If the written answer of the department head is not satisfactory, then the employee shall have five (5) working days to decide if he wishes to appeal the grievance to the third step of this procedure.

4.5 THIRD STEP.

- (a) If the dispute is not settled to the satisfaction of all concerned parties, then the written grievance with responses thereto shall be submitted by the Union's business agent to the personnel director, who shall investigate and report his findings and recommendations to the City Mayor within five (5) working days after the matter has been submitted to him. The City Mayor shall attempt to settle the grievance, but if he is not successful, the City Mayor shall have five (5) working days after the grievance has been submitted to him by the personnel director to answer. If the answer of the City Mayor is not satisfactory, and before going to arbitration as provided in 4.6 below, those matters which are unresolved shall be discussed at a meeting between the parties (the employee involved, the Union's business agent, the City Mayor, the personnel director, the department head and such other persons as may be mutually agreeable to the parties) during which time all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.
- (b) An employer grievance will be filed with the Union's business agent at the Third Step. A grievance may be filed by the Union at the Third Step. A Grievance initiated by the Union or the City shall be in writing and shall state the section number of this Agreement alleged to have been violated and the manner it has been violated.

4.6 ARBITRATION. The moving party shall make demand in writing upon the other party for binding arbitration within fourteen (14) calendar days from the date of delivery of the final response of the City Mayor or of the Union, as the case may be. Such notice shall include the nature of the matter to be arbitrated and the contract provision(s) allegedly violated.

- (a) ARBITRATOR SELECTION. When a grievance is submitted to binding arbitration, the Union and the City shall meet at a mutually agreeable date and time within fourteen (14) calendar days to select an arbitrator.
 - (1) Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) names of persons who are available for services as arbitrators.

- (2) Within five (5) working days of receipt of the list, the City and the Union representatives shall alternately strike one (1) name from the list until one name remains. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the Arbitrator.
- (b) TIME LIMITS OF ARBITRATION. Unless mutually agreed otherwise, arbitration shall commence within forty-five (45) days after first notification that the grievance is to be submitted to binding arbitration or the arbitrator shall hear the case within thirty-five (35) working days after the arbitrator has been selected, whichever is the earlier. Should the arbitrator selected be unable to hear the case within these time limits the previously struck arbitrator under (a) above will hear the case and so on until these time limits can be met. Arbitration shall commence as soon as the selected arbitrator is available. The arbitrator shall make a written report of his/her findings to the Union and the City within thirty (30) working days after the hearing is concluded, unless mutually agreed otherwise.
- (c) RULES GOVERNING THE ARBITRATION. Said arbitrator will be governed by "Voluntary Labor Arbitration Rules of the American Arbitration Association as amended. The decision of the arbitrator shall be final and binding on both parties to the dispute.
- (d) IMPLEMENTATION OF DECISION. The final decision of the arbitrator shall be implemented as soon as possible, but no later than thirty (30) days after the final decision is rendered.
- (e) AUTHORITY OF ARBITRATOR. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. He shall have no authority to amend, alter, modify or otherwise change the terms or scope of this Agreement. However, by mutual agreement of the City and Union, the Grievance procedure set forth above may be used in other matters.
- 4.7 SEPARATE ARBITRATORS. Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and the Union mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances filed over the same issue will be combined.
- 4.8 ARBITRATION EXPENSE. The City and the Union shall equally share the expense of the arbitrator and shall share equally the other expenses involved in such arbitration proceedings, including stenographic expenses except each party shall bear the expense of their respective non-employee witnesses.

- 4.9 WITNESS EXPENSE. Any City employee called as a witness by either side will continue to receive his regular rate of pay while attending such hearings, not to exceed regular working hours. Should such meetings be scheduled outside of regular working hours, or extended beyond such regular working hours, no compensation shall be paid by the City for the time outside such hours.
- 4.10 WORKING CONDITIONS/AWARD LIMITS. When any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined an employee has been discharged unjustly and without cause, the Arbitrator shall order the City to return the employee to his position without loss of seniority or pay.
- 4.11 DEFAULT. In the event that the City fails to answer a grievance within the time required at any step of the Grievance Procedure, or the Union fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits to the grievance-arbitration procedures may be extended by mutual agreement. Grievances resolved by default cannot be the basis of establishing precedent for the settlement of any other grievances.
- 4.12 Any grievance that originates from a level above the first step of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

5. EMPLOYEE BENEFITS

- 5.1 RETIREMENT. Employees covered under this Agreement shall participate in their respective unions' retirement trust funds.

The City agrees to contribute to the applicable trust funds the amount set forth in Schedule A for each compensable hour credited to employees for the purpose of retirement benefits as specified in said trust agreements. It is understood and agreed that the contributions are to be computed solely on the total number of compensable hours, including personal leave and paid holidays and are not to be included in wages or the computations of overtime. Except for the making of hourly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the trust funds, eligibility for employees to receive pension benefits, future payment of pension benefits to retirees. The AFL-CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those

successors in trust are and shall be the firm's representatives and consents to be bound by the actions and determinations of the trustees.

The City agrees to allow employees to participate in the City's deferred compensation plan. Employees will designate the amount to be deducted from their paycheck each week. Deductions will be deposited in the employees deferred compensation account at least monthly.

- 5.2 The City agrees to make available to the employee and also with the employee's permission to the Union, Business Manager or his appointed representative his individual records, upon reasonable notification.
- 5.3 HEALTH AND SECURITY. The City agrees to make a monthly contribution, as set forth in Schedule A, to the respective Union Health and Welfare Trusts. Except for the making of monthly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the Health & Welfare Health Trusts, eligibility for employees to receive plan benefits, or the level or terms of future plan benefits. The AFL-CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those successors in trust are and shall be the firm's representatives and consents to be bound by the actions and determinations of the trustees. The City's contribution to each Union's respective Health and Welfare Trust will be as specified on Schedule A of this agreement.
- 5.4 PREPAID LEGAL. The City agrees to participate in the various Union-Employer prepaid legal trust plans and to be bound by the Trust Agreements creating and controlling such plans as may be amended from time to time. Contributions, in an amount designated by the participating crafts involved, shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. The contribution reduces the rate of that particular craft. Said contribution, and any subsequent increases in contributions, shall be deducted from the employee's negotiated wage.
- 5.5 PHYSICAL EXAMINATIONS. Employees' Union health care plans may provide for physical examinations. A yearly physical examination is offered to employees of the city, beginning during their second year of employment, and subject to the approval of specific application for such physical examination to the City Mayor. The inclusion or exclusion of any tests or procedures will be determined by the physician conducting the physical after consultation with the employee. The results of these test shall be confidential between the employees and the examining physician.

When in the opinion of the City there arises specific question as to the physical or mental ability of an employee to perform his normal work assignment, a physical examination may be ordered by the City. If such

examination demonstrates, in the opinion of the examining physician, that the employee is physically incapable of performing his normal work assignment, the employee shall be allowed to seek a second opinion from a local licensed physician of his choice. If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician mutually agreeable to the City and the employee. The results of this third examination shall be final and shall be binding on both parties. The employer shall pay for all physical examinations and connected expenses involved with this section.

5.6 For any employee whose physical condition prevents him from performing his normal work assignment, the Employer agrees to make an effort to place him in a classification he can perform within his craft under this Agreement.

5.7 CLOTHING REIMBURSEMENT. (employees working more than 1,000 hours per year); The City will reimburse-compensate eligible employees as follows for reimbursement of the expense of replacing work boots, and work clothing in recognition of the wear and tear due to City employment. The clothing and boot allowances will be paid in a single lump sum without the need for employees to provide receipts for all regular employees with the first payroll in July.

(a) Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair, and maintenance operations, or other similar types of work.

(b) The employees assigned to vehicle repair, oiling, and patching for forty (40) hours will be reimbursed by the City for the cost of one (1) pair of boots per person, per year, as approved by the City not to exceed two hundred (\$200.00) dollars.

(c) Employees assigned to work in conditions that damage or permanently soils personal clothing will be reimbursed the cost of replacing clothing used at work, provided that the items for which reimbursement is requested shall be at the discretion of the Public Works Director and will not exceed \$200.00.

(d) A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder the above-listed items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.

5.8 The City shall furnish lockers for clothes and equipment and space reserved for drying personal effects and other equipment for public works employees.

6. WORKING RULES

- 6.1 (a) WORK WEEK. The work week may be either “unmodified” or “modified”. The “unmodified” work week shall consist of five (5) consecutive days of eight (8) hours per day, Monday through Friday. The “unmodified” work day shall be eight (8) consecutive hours, exclusive of a lunch break. Regular starting times shall be established for each employee, which may be adjusted for operational needs.
- (b) The work week schedule may be modified by the City (i.e. four tens, Tues.-Sat., Sun.-Thur., or some variation thereof). The 4-10 schedule shall consist of four (4) consecutive days of ten (10) hours per day, exclusive of a lunch break with regular starting times that may be adjusted for operational needs. Prior to establishing a modified work week, volunteers in the needed classifications will be sought, volunteers being assigned to the modified work week will be equitably rotated based on seniority. If insufficient employees in the needed classifications volunteer, the required number of least senior employees will be assigned. The provisions of 6.13 shall apply.
- (c) By mutual agreement, between the Union and the City, variations of the normal unmodified work week may be established (i.e. flex schedule, split shift, etc.).

6.2 SHIFTS

- (a) The day shift is any shift with starting times between the hours of 6:00 a.m. and 11:59 a.m.
- (b) The swing shift is any shift with starting times between the hours of 12:00 noon and 6:59 p.m.
- (c) The graveyard shift is any shift with starting times between the hours of 7:00 p.m. and 5:59 a.m.
- (d) With prior mutual agreement between the Union and the City, other shifts may be worked and/or scheduled.

6.3 OVERTIME.

Overtime shall be paid for all work performed outside the regularly scheduled workday/workweek, in quarter hour increments, however, overtime shall not be pyramided. For example, if overtime performance is less than one-half quarter (1/24) hour, the time shall be considered at one-half-quarter (1/24) hour and paid accordingly. If overtime performance is more than one-half

quarter (1/24) hour, but less than one half (1/2) full-hour, the extent of time shall be considered as one-half (1/2) full hour and paid accordingly.

- (a) For those employees working under the unmodified schedule as outlined in 6.1(a). Overtime will be paid at the time and one half(1.5) rate for hours worked in excess of eight hours per day or forty (40) hours per week when employees work a five (5) day per week eight (8) hour per day schedule. After forty (40) hours of work during a week overtime will be paid at 1.5 times the employee's pay.
- (b) For those employees working under a "4-10" modified schedule as outlined in 6.1(b). Overtime will be paid at the time and one half (1.5) rate for hours worked in excess of ten (10) hours per day or forty (40) hours per week when employees work a four (4) day per week ten (10) hour per day schedule. After 40 hours of work during a week overtime will be paid at 1.5 times the employees pay rate.
- (c) Regardless of hours worked during a week, All-all work performed on Sunday shall be paid at the time and one half (1.5) rate unless that employee is assigned to modified work schedule that includes Sundays.
- (d) Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time may be taken and used in the same manner and terms as Personal Leave, (when mutually agreeable by the employee and Department Head). If not fully scheduled or used by the end December 1st of each year, compensatory time balances will be paid by the City to the employee.
- (f) It is recognized that due to the nature of municipal operations, employees may be required from time to time to work overtime to accomplish pressing public need such as snow removal, pumping during spring thaw, removal of construction hazards and other public needs as may be determined by the City. The City agrees to give reasonable notice to employees that overtime is necessary to accomplish pressing public needs and further agrees that when such emergency situations are corrected, overtime shall not be mandatory. The City agrees to give recognition to situations which may arise from time to time which may prohibit an employee from working overtime.
- (g) The City agrees to fairly distribute overtime to its employees and agrees that regular employees shall have first refusal of overtime, if the safety and welfare of employee or public are in question (examples; prescribed medication or 14 hours of continuous operation), the Supervisor-Foreman must assess the situation and assign the overtime in a fair and equitable manner. However, it is understood that when employees have been

assigned to tasks during the course of the day and overtime is required to complete those tasks, employees assigned to those tasks shall have the right to work the overtime necessary to complete the assigned task.

6.4 REPORTING TIME. Employees required to report to work and not put to work shall receive two (2) hours pay at their regular straight time rate, unless notified not to report at the end of their previous shift or two (2) hours prior to the start of the shift.

6.5 LUNCH BREAK. Lunch periods will be at least thirty (30) minutes in duration and will be scheduled at the midpoint of the shift. If the work requires the lunch period to start at a time before or after thirty (30) minutes of the midpoint of the shift, then the employee shall be paid for such period at the applicable overtime rate, given a lunch break as soon as possible~~paid for such period at the applicable overtime rate.~~ Poor weather lunch periods shall be taken in the warm and dry, normally at nearest employer facility or in heated enclosed vehicles at the discretion of the craft supervisor Foreman. Except, because of special conditions which exist that are not compatible with the above clause concerning lunch periods, by mutual agreement between the Employer and the Union those particular lunch periods may be altered to fit a specific purpose. Whenever an employee is required to work more than ten (10) hours, not including his lunch break, or is required to work more than two (2) hours before or after this regular scheduled shift, he shall be allowed the necessary time to complete a meal, not to exceed thirty (30) minutes, while remaining on the payroll at the applicable rate and at intervals of not more than four (4) hours thereafter while he continues to work any hours not a part of his regular shift.

~~He shall be compensated for each meal at the rate of ten dollars (\$10.00) per meal. Said compensation to be included in the employee's next pay check.~~

6.6 RELIEF PERIOD. All employees shall be allowed one (1) relief break not to exceed fifteen (15) minutes in duration during the first half of the shift and fifteen (15) minutes during the second half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When working other than the regular shift, relief breaks shall be taken each two (2) hours.

6.7 In Public Works, when three (3) or more union personnel work on one job location without a foreman (excepting maintenance workers and packer crews), one of the employees will be designated as a working lead worker, and it will be his responsibility to direct the work force. The City may at its option, designate a working lead worker for a lesser number of employees. There shall be permanent non-working craft foremen for each of the following classifications: laborers, operators, mechanics, and all Trade Specialists (collectively only when the City employs more than four regular trade Specialists). Under the following occasional workload demands foremen may

work in the craft as long as no other dispatch craft employees are displaced; (1) Training; (2) Emergencies, including heavy snow fall, earthquake, flood, wild land fire, and other events as determined by Department Head and Union (SOP procedure will be to first consult the Foreman); (3) Regularly scheduled crews do not show up; (4) Scheduled crews are present but a task comes up that needs immediate attention. If fewer than five regular Trade Specialists are employed, one shall be selected and paid as a lead worker who will take direction as designated by the City. Each craft supervisor foreperson shall have a permanent lead worker who will replace the supervisor foreman when on personal sick leave and cover the shift when double-shifting. A minimum of one lead worker will be appointed in the absence of the permanent lead worker for the following classifications: laborers, operators, mechanics, and trade specialists. A foreman with vehicular access to several crews will be considered to have direct supervision over those crews. Employees shall take instructions from whichever supervisor, foreman or lead worker, is designated by management. See Schedule A for pay of foreman and lead workers.

- 6.8 ~~(a)~~ — The employer agrees to the utilization of employees within their respective classifications, with the further understanding that should it become necessary to work an employee in a higher rated classification; said employee will be paid at the higher rate of pay for working in said classification. An employee will be paid one-half (1/2) shift at the higher rate of pay for any period of work not exceeding one-half (1/2) shift duration and will be paid the whole shift at the higher rate of pay for work in excess of one-half (1/2) shift duration, with the further understanding that should it become necessary to work an employee in a lower rated classification, said employee will continue to be paid at his regular rate of pay.

~~(b) — An Engineering Technician who is assigned the responsibility for computer software documentation coordination and maintenance will be paid a four percent (4%) premium above scheduled pay. Such assignment does not affect seniority and is at the option of the City.~~

- ~~6.9 — Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair and maintenance operations, or other similar types of work. The employees assigned to oiling and patching for forty (40) hours will be reimbursed by the City for the cost of one (1) pair of boots per person, per year, as approved by the City not to exceed two hundred (\$200.00) dollars. A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder these items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.~~

- ~~6.10 — The City shall furnish lockers for clothes and equipment and space reserved for drying personal effects and other equipment for public works employees.~~

6.449 No permanent employees covered by this Agreement shall as a result of inclement weather, be caused to lose any pay, provided they report to work in the regular manner contained herein. If, due to inclement weather, employees are unable to perform their regular work, they shall, at the option of the City, perform other miscellaneous work as directed.

6.4210 CALL BACK. A minimum of two (2) hours at the applicable overtime rate shall be paid when employees are called back to work after the regular shift.

6.4311 CALL OUT. If an employee is called to report to work on a scheduled day off, the employee will be paid a minimum of two (2) hours at the applicable overtime rate.

6.4412 ON CALL. An employee on call (standby) will be paid two (2) hours at the applicable overtime rate for covering the phone or radio, with the further understanding that this time will be in addition to call out time. Call out time will be a minimum of one (1) hour.

6.4513 SHIFT CHANGE.

(a) An employee changing shifts when the employer requests it with less than forty-eight (48) hours prior notification shall receive 1.5 times the employee's regular rate of pay for all hours worked on the first shift. The premium pay does not apply when changing back to the employee's normal shift from short term changes. For the purpose of this provision, an employee's shift is changed when his starting time is moved to one of the other defined shifts.

(b) Unless mutually agreed otherwise by the City and employee, starting times for employees shall not be changed without forty-eight (48) hours prior notification. Should an employee's regular starting time be changed without forty-eight (48) hour's notice to the employee all hours worked on the employee's first new workday shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay. This premium pay does not apply when changing back to the employee's normal starting time from short term changes. For the purpose of this provision, an employee's starting time is changed if his starting time is moved to a time different from his regular starting time, within the hours of any given shift listed in 6.2.

7. HOLIDAYS

7.1 The following days shall be considered holidays,: New Year's Day, President's Day, Memorial Day, Fourth of July (Independence Day), Labor

Day, Alaska Day (which shall be observed as a floating holiday in the same manner as the personal holiday; not on the actual date of the State holiday) Veteran's Day, Thanksgiving Day, Christmas Day, and one personal holidays which must be used in the year accrued or otherwise lost without cash value, and such other days as the City Council, by resolution may fix for City employees.

7.2 When a holiday falls on an employee's first scheduled day off, or second day for employees working a four day a week schedule, the preceding non-premium work day shall be considered to be the employee's holiday and paid as such. When a holiday falls on an employee's last scheduled day off, the following non-premium work day shall be considered the employee's holiday and paid as such.

7.3 Holiday pay, in the amount of eight hours for each holiday shall be paid to regular employees at the employee's regular rate of pay, if not worked; employees working on a 4-10 schedule may use personal leave or leave without pay for two hours on such holiday. If mutually agreeable, the City will schedule two extra straight time work hours during a work week, not to exceed 11 hours a work day. Temporary employees shall not receive holiday pay.

7.4 ~~Regular~~ All employees, who work on any of the above named holidays shall be paid at the rate of one and one half (1.5) times their regular rate of pay, in addition regular employees shall receive to the holiday pay as set forth above.

7.5 Employees on leave with pay shall receive pay for a recognized holiday occurring during such leave with pay at their regular rate.

7.6 Employees on leave without pay shall not receive pay for a holiday occurring during such leave without pay.

7.7 ELIGIBILITY FOR HOLIDAY PAY - In order to receive pay for an observed holiday an employee must not have been absent without authorized leave on the workday before or after the holiday.

8. PERSONAL LEAVE

8.1 All employees covered by this Agreement shall be entitled to Personal Leave in accordance with the following:

8.2 Personal leave will be paid for at the employee's contract regular rate for his regular classification.

8.3 (a) PERSONAL LEAVE ACCRUAL. For those employed as regular employees prior to June 1 2007, Personal leave shall accumulate as

follows at the rate of two hundred forty (240) working hours per calendar year. Ten (10) hours shall be credited per pay period.

(b) Persons hired after June 1, 2004 of this agreement shall accrue leave according to the following schedule:

- 1) One – Two Years: 160 hours per calendar year;
- 2) Three – Five Years: 200 hours per calendar year;
- 3) Over Five Years: 240 hours per calendar year

Employment for less than a full pay period shall be pro-rated for the purpose of computing personal leave.

(c) Employees working on a 4-10 schedule may use personal leave or leave without pay for two hours per day on days that leave exceeds eight (8) hours.

8.4 LEAVE REQUESTS. Personal leave shall be taken at any time mutually agreeable to the department head and the employee and shall not be unreasonably withheld by the employer. Requests for leave exceeding 160 continuous hours will not be granted unless approved by the Department Head. An employee shall notify his department head at least one (1) day in advance, when not more than two (2) days leave are desired, except in the case of any emergency. When longer periods of leave are desired, at least one (1) week advance notice shall be given. Notification of scheduled personal leave shall be made at least thirty (30) days in advance. (Scheduled annual leave is defined as any leave which is scheduled 30 or more days in advance). Leave will be granted, if, in the opinion of the department head, the employee can be spared from his job for the time requested, however, such leave shall not be unreasonably withheld. Upon notification of scheduled personal leave to the City by the employee, the City agrees to approve or disapprove the employee's scheduled personal leave in writing within ten (10) working days of submittal. If the City fails to reply to a leave request within (10) ten days such leave request will be considered approved. Scheduled personal leave may also 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 foreman as soon as possible, but in no case later than 8:00 am on a day they are scheduled to work. Leaving a message on the assigned voice mail number satisfies notice. If the City believes an employee is abusing the use of sick leave the union agrees to meet with the City and the effected employee to discuss leave usage with the goal of correcting any perceived abuse.

8.5 No employee shall absent himself from the job without providing good and sufficient reasons, unless he has complied with the provisions of Section 8.4. Nothing in this section shall preclude the employer from exercising reasonable restraints on excessive absences and lateness from work. Employees arriving late for work as scheduled without complying with Section 8.4 will be placed on personal leave (or LWOP if personal leave is exhausted) in quarter hour increments, provided that an absence over a quarter hour shall be assessed to the next full quarter hour).

8.6 TERMINATION CASH-OUT. Upon termination of any employee covered by this agreement, accrued leave shall be paid in accordance with Article 8, Section 8.7, at the employee's then current rate of pay. In the case of termination, leave in excess of 160 hours will not be granted: all remaining personal leave hours will be cashed out with pension contributions as provided by Section 8.7

8.7 DRAW DOWN OF PERSONAL LEAVE. Subject to the "cash-out value 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 City Mayor Department Head. The cashed out hours will be paid on a separate check within fifteen (15) days. In addition, the City will contribute pension payments to the appropriate trust at the rate in effect on the date of approval for all hours cashed out.

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 <u>without Mayor's approval</u> (except in case of emergency hardship, or at termination 100%). |
| 200+ | 100% cash out value. |

8.8 PERSONAL LEAVE DONATIONS. The parties recognize that it is desirable from time to time to have a means for employees to assist other 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 four (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)."

- (c) The employer will convert the hourly rate to a dollar value and transfer that amount to the recipient's personal leave account where it will be converted into the recipient's hourly rate for use as personal leave.
 - (e) All personal leave donation requests are subject to the approval of the City Mayor.
 - (f) Once personal leave is donated and approved, it is irretrievable by the donor.
- 8.9 LEAVE VALUE CONVERSION. A laid off or reclassified employee who has bumped or moved into a lower paying job classification shall be credited with personal leave at the value it accrued prior to reclassification. The dollars will be converted to leave at the lower hourly rate of the reclassified employee and the appropriate hours of leave will be added to the employee's personal leave account.
- 8.10 Employees serving a probationary period on an original appointment leaving the city service without satisfactory completion of the probationary period shall not be compensated for any accrued personal leave.
- 8.11 Employees serving a probationary period on an original appointment shall accrue personal leave in accordance with the provisions of this section. Such employees shall not be granted paid personal leave until they have completed their probationary period as defined in Section 13.7, but may take unpaid leave upon mutual agreement.
- 8.12 Only earned personal leave may be taken by an employee.
- 8.13 At the expiration of all personal leave, an additional period of leave, as required, without pay may be granted at the request of the employee, and such leave privilege will be subject to verification by a doctor's certificate.
- 8.14 Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work 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 family leave provisions of this agreement.
- 8.15 In the event case of job-incurred injury or serious illness to a regular employee, within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for him until it has been established that he will be unable to return to work or one year whichever is sooner and his seniority shall be in full force during the period. 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 his or her return to the job in question.

The City will compensate regular employees that portion of the difference between Workers' Compensation as required by State Statute and eighty percent (80%) of the employee's regular rate of pay until the employee is able to return to duty or is medically retired; provided, however, that such time does not exceed nine (9) months. The employee shall be required to submit to his foreman a weekly report from the attending physician.

9. OTHER APPROVED ABSENCES

All employees covered by this Agreement shall be entitled to paid personal leave in conformity with the following:

- 9.1 MATERNITY/PATERNITY/FAMILY LEAVE shall be granted when the employee can be certified for such leave by a competent physician. A pregnant employee may work as long as she is certified to be in good health by a competent physician. Absences due to or contributed to by "pregnancy, miscarriage, abortion, childbirth, and recovery" are the same as any other temporary disability and should be treated that way under health and disability insurance or sick leave plans. City Mayor may grant a regular employee leave without pay. The employee must either return to full employment status at the end of such leave without pay or terminate. Approved leave without pay shall not constitute a break in service and the employee shall be restored to the same job classification without loss of seniority.
- 9.2 ELECTIONS. Any employee shall be given the necessary time off, without loss of pay, for the purpose of voting when polls are not open at least (2) hours before or after the employee's scheduled hours of work.
- 9.3 BEREAVEMENT LEAVE. All regular employees shall be permitted to use personal leave in the event of illness or death in the immediate family of the employee to make household adjustments, arrange for medical services or to attend funeral services. "Immediate family" is defined as: husband, wife, daughter, son, mother, father, sister, brother, step-mother, step-father, step-children, foster children, mother-in-law, father-in-law, grandparents and grandchildren. Nothing in this section shall preclude the use of leave for such bereavement when approved in advance by the City.
- 9.4 MILITARY RESERVE TRAINING OR EMERGENCY NATIONAL GUARD SERVICE. All employees covered under this Agreement shall be entitled to administrative leave without pay for any active duty in any Armed Forces component including units of the National Guard or Reserve. Provided that, 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 any affected employee's anniversary date for any active duty period up to the Federal statutory limit so as to cause loss of seniority or longevity, or to deny the accrual of sick or annual leave as provided by law. Employees are to present a copy of official orders for active duty as soon as possible to the City to comply with the law and to allow the City to reschedule the work force.

9.5 LEAVE WITHOUT PAY. The City Mayor may grant to a permanent employee leave without pay not to exceed ninety (90) calendar days if, when it is in the best interest of the City to do so, and the employee can be spared from his job for the time requested. During the employee's approved leave of absence his position may be filled by temporary promotion, or temporary reassignment of any employee. At the expiration of the leave without pay the employee has the right to, and shall be reinstated to, the position he vacated if the position still exists; or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service. Longevity credits for the purpose of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the periods of leave without pay exceeding one work day.

9.6 Personal leave shall be granted to employees for the birth or adoption of a child. In addition, employees will be entitled to use personal leave, or LWOP in accord with the Family and Medical Leave Acts.

10. PAY DAYS

Pay days shall be established covering payroll periods from the first (1st) to the fifteenth (15th) day of the month inclusive (for which the payday is by month end) and from the sixteenth (16th) day of the month to the last day of the month (for which the payday is the 15th of the following month except when pay day falls on Saturday or holidays. When the payday falls on a Saturday, Sunday, or Monday City Holiday, the payday will be Friday. The City reserves the right to establish a bi-weekly pay period upon thirty (30) calendar days' notice to the Union. If established, pay day shall fall on every other Friday. If the designated pay day falls on a holiday, pay checks will be available for distribution the day preceding the holiday. However, no employee shall lose any wages or benefits accruing under this Agreement as a result of the change from semi-monthly to by-weekly pay periods. Each check shall have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and overtime hours worked.

11. UNION MEMBERSHIP AND DUES

- 11.1 The Union shall assume all obligations and responsibilities for the collection of any Union dues, fees or assessments except as agreed to by the Employer and set forth herein.

The Employer will deduct membership working dues from the employees' pay checks for each compensable hour in an amount so designated by the particular Unions involved, with proper authorization submitted to the Employer by the employees so affected.

All moneys collected for working dues by the Employer shall be paid to the appropriate Unions. The working dues which are deducted shall be paid monthly by the fifteenth (15th) of the month following the month in which they were deducted.

- 11.2 No employee shall be discriminated against for the upholding of Union principles, and any employee who heeds the instructions of the Union, or who serves on a committee, shall not lose his position or be discriminated against for this reason. The Union shall not discourage any employee from carrying out his work assignment for the City.
- 11.3 The Employer agrees that he will not in any manner, directly or indirectly, attempt to interfere between any of the employees covered under the terms of this Agreement and the Union, and that he will not in any manner, restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of the employee's Union membership or lawful Union activity.
- 11.4 All employees covered by this Agreement shall be required as a condition of continued employment, to apply for and become members of, and to maintain membership in the appropriate craft union within thirty-one (31) days following the beginning of their employment or the effective date of this Agreement, whichever is later.
- 11.5 The City will within five (5) working days after receipt of written notice from the Union discharge any employee who is not in good standing in the union as required in Section 11.4. If the employee signs an authorization to the City to withhold working dues and pays his initiation fee and monthly dues to the union before the expiration of the five (5) working days, he shall be considered in good standing with the union, and not be discharged for that reason.

12. HIRING HALL

- 12.1 The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The Employer agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workers he may require in the classifications herein mentioned, subject to the following terms and conditions.
- 12.2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, By-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.
- 12.3 The Employer retains the right to reject any job applicant referred by the Union. The employer will apply the terms of its current nepotism policy, as provided in the Fairbanks General Code. [ta2/6/09](#)
- 12.4 All employees covered by this Agreement, that operate heavy equipment and packers shall be required, as a condition of employment, to possess and maintain a Commercial Driver's License as required by law. The City will annually reimburse permanent employees for the cost of renewal of any licenses or training required by law or required by the City to perform their duties while in City employ, with the exception of personal drivers licenses.
- 12.5 The Union agrees that it will not discriminate against non-Union workers in referring workers to the Employer, and the Employer agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.
- 12.6 The Union and the Employer agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.
- 12.7 In the event the Union is unable to supply the Employer with qualified workers when called upon by the Employer within seventy-two (72) hours, exclusive of Saturdays, Sundays, and holidays, the Employer may procure workers from other sources; provided, however, that in such instances the Employer shall furnish the Union with the names of workers, their classifications and date of hiring.

13. SENIORITY

- 13.1 Seniority shall be established by craft for the following seniority groups:
- (a) laborer

- (b) operator
- (c) mechanic
- (d) electrician
- (e) carpenter
- (f) plumber
- (g) dispatcher & network coordinator
- (h) engineering employees
- (l) supply specialist/expediter
- (j) warehouse/records coordinator
- (k) custodian
- (l) inventory specialist/material handler
- (m) or other seniority groups mutually agreed to by the City and the Craft Council.

The employee having the longest term of service with the Employer shall be number one on the seniority list subject to the provisions of Section 13.7, and all other employees, likewise, shall be listed according to length of service with the Employer; such lists shall be posted. Date of hire as a permanent employee will be the criterion used to establish the length of service for new employees.

- 13.2 Lay-offs due to reduction in force shall be made in reverse order of seniority subject to Section 13.1. In rehiring, seniority shall apply. When calling back laid-off employees, the City will recall, through the Union, the employees in the proper order of seniority recall rights.
- 13.3 Promotions, including promotions to newly created jobs, and reclassification to positions of different responsibilities shall be in order of seniority, provided the employee is qualified and competent to perform the work in the proposed classification. This provision shall not apply to the selection of General Foreman and Office Manager (if these two positions used), or Craft Supervisor Foreman. Lead worker and Craft Supervisor Foreman shall be selected by the City from among the regular permanent employees. The City shall be the judge of the employee's qualifications and competency.
- 13.4 Employees under this Agreement shall be allowed to transfer into another bargaining unit with the City, provided they are qualified to perform the work and the position vacancy has been first offered to existing employees in that bargaining unit and no employees are interested or qualified. It is understood that such transferring shall be within the appropriate Unions and all parties in the bargaining unit(s) concur. Employees transferred thus shall carry continuous service credits (longevity) but will lose division or unit seniority.
- 13.5 City seniority shall be terminated and the employer-employee relationship shall be severed by the following conditions:

- (a) Discharge for cause
- (b) Lay-off of eighteen (18) months duration
- (c) Resignation or retirement

- 13.6 In the event an employee is not worked in his rightful position of seniority pursuant to Section 13.1, 13.2 and 13.3, he shall be compensated in the amount that was earned by the employee who has worked in his stead, unless otherwise mutually agreed upon by the Union and the Employer.
- 13.7 Each new employee shall be hired as a probationary employee and shall not have seniority until the end of a probationary period of one hundred eighty (180) days, unless the employee has worked in a position in the bargaining unit within eighteen (18) months of the appointment. The employee who has worked in a position in the bargaining unit within eighteen (18) months of the appointment shall have his probationary period reduced by the amount of time he has worked in a position in the bargaining unit within eighteen (18) months of his appointment, but in no case shall the probationary period be less than ninety (90) calendar days. Upon completion of such period, the employee shall have seniority from date of hire with full accrual of personal leave. A probationary employee shall not be terminated for the sole purpose of defeating the accrual of such.

14. LAY-OFF AND DISCHARGE

- 14.1 When an employee is terminated, or effects a separation, he shall be paid all accrued earnings in accordance with State law, or within forty-eight (48) hours, whichever is earlier, excluding Saturday, Sunday and holidays.
- 14.2 Written notice of lay-off will be given to the affected employees by the Employer. Employees having less than ninety (90) days continuous service shall receive two (2) days' notice prior to termination. The employees having ninety (90) days continuous service but less than twelve (12) months continuous service shall receive six (6) working days' notice prior to termination. Employees having twelve (12) months or more continuous service shall receive twelve (12) working days' notice. In instances where notice is not given by the Employer prior to termination, the employee shall receive in lieu thereof, pay at the basic rate for the time established herein. Employees effecting a separation without prior notice to the Employer shall forfeit severance pay. Temporary employees hired for twenty-one (21) days or less will receive twenty-four (24) hours of notification prior to termination.

15. SHOP STEWARD

- 15.1 A Shop Steward shall be appointed from among the employees of the Employer at any given point by the Union at the Union's discretion and shall

be the last employee terminated unless such employee is discharged for cause.

15.2 The Shop Steward shall be allowed to handle requests, complaints and grievances arising under this Agreement during the Shop Steward's working hours without loss of compensation for time spent in the pursuit of Shop Steward's duties. There may be occasions when the work load will prevent the granting of such times until a later time. In the absence of compelling circumstances to the contrary, the employee will be made available. The Steward will be the last employee terminated in the respective craft as long as there is work available which such employee is capable of performing.

15.3 Shop Stewards and aggrieved employees shall, upon notification to their foreman or immediate supervisor, be given time during working hours and without loss of pay to handle grievances. It is further agreed that Shop Stewards shall be given time during working hours and without loss of pay to attend Union negotiations and other authorized joint employer-Union conferences.

16. JURY DUTY

16.1 Employees required to serve on jury duty will suffer no loss in regular earnings, but shall be compensated during their service at the rate of forty (40) hours per week. Fees paid the juror, while serving such jury duty, will be returned to the employer by the employee. An employee, other than a regular day shift employee shall be considered to be a regular day shift employee while serving on jury duty. Such an employee who was required to serve on jury duty on his previously scheduled day off shall not be required to work on the following Saturday or Sunday. 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.

A certificate of attendance shall be obtained by the employee from the jury clerk and made available to the department head upon request.

Temporary employees will only be paid for jury duty if they are not granted a deferral to a later date.

17. SAFETY

17.1 All work should be executed in a safe and proper manner. The "Alaska State General Safety Code" will serve as minimum standards.

17.2 The employer shall furnish such safety equipment as is necessary for the safety of the employees. 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.

- 17.3 When any work is being done in a manhole, there shall be an employee stationed at the street level as a minimum safety precautionary measure in accordance with "Alaska State General Safety Code" regulations and City of Fairbanks Safety Policy Manual.
- 17.4 A Safety and First-Aid Program, as required by the State Safety Code, shall be instituted and regular safety meetings for each department shall be held once each month during working hours, without loss of pay to the employee.
- 17.5 It shall not be considered a violation of this Agreement where employees refuse to work with or ride in unsafe equipment or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.
- 17.6 It is agreed that when one (1) employee is on shift alone the employees supervisor will call to check on the employee should the employee fail to report every two (2) hours. It will be the employee's responsibility to notify public works dispatch that he is working alone that shift. Nothing in the section applies to work in a confined space or other hazardous conditions.

18. **TRAINING - EMPLOYEE UPGRADING**

The parties agree that it is in their mutual interest and in the interest of the industry that employees be trained in the fields of work and equipment covered by this Agreement.

The Employer may utilize training courses, technical publications, specifications and training schools of equipment manufacturers and vendors, as the Employer deems necessary, to develop and upgrade their employees to the state of the art skills regarding the latest products, equipment, systems and their operation, maintenance and repair. When specialized training is provided by the employer seniority will be considered when offering such training to employees. When training for a specialized skill is provided by the City to a junior employee, senior employees will not be laid off because they lack such specialized skill. When an employee is sent for special training or to work outside the Fairbanks North Star Borough the Employer will pay all authorized expenses as provided in the Travel Policy effective 9/3/2013. Upon prior written approval the costs for any training beneficial to job requirements and after satisfactory completion will be reimbursed to the employee.

19. MAINTENANCE OF PRIVILEGE AND REMUNERATION

It is understood and agreed by and between the City of Fairbanks and the Fairbanks AFL-CIO Crafts Council that, except as provided by this agreement, no employee, covered by this Agreement, will suffer a loss in privileges or rights which they now enjoy due to signing of this Agreement by and between the City of Fairbanks and the Fairbanks AFL-CIO Crafts Council. Any future changes in working conditions that will affect the employees covered under the terms of the Agreement will be mutually agreed to between Management and the Union prior to implementation. This clause does not preclude the signatory parties to this Agreement from negotiating changes in the Agreement.

19.1 Shift premiums for classification under this contract will be five percent (5%) for swing shift and five percent (5%) for a work week which includes work on Saturday. Ten percent (10%) for graveyard shift and ten percent (10%) for a work week that includes work on Sunday.

20. MISCELLANEOUS

20.1 The parties agree that all permanent employees hired prior to January 1, 1996 will receive longevity pay on the basis of three percent (3%) of the employee's basic wage rate for three (3) years of service, and an additional one percent (1%) for each year's service thereafter up to a maximum \$2.72 dollars an hour without regard to any changes in the CPI.

Permanent employees hired after January 1, 1996 shall not receive longevity pay as specified in the preceding paragraph.

20.2 Mechanics, carpenters, and electricians shall furnish their own tools and provide a complete inventory, but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and bearing pullers, electric drills, reamers, taps dies, oxyacetylene hoses, gauges, torches and tips, thirty-six inch pipe wrenches, socket wrench drives over 3/4", wrenches over 2", coffin hoists, hydraulic jacks, etc. The Employer agrees to reimburse employees for tools lost provided that such loss was not intentional or due to recklessness. Such reimbursement shall be for the full amount of the prior agreed inventory of such tools lost, and will be based upon the current price for tools of the same brand. Such tools will be replaced with tools of the same brand. Tools broken in the course of employment shall be replaced with tools of the same brand at no cost to the employee, provided the broken tool is turned in to the Employer and further provided that such damage was not intentional or due to recklessness.

20.3 PARKING. The City will make every effort to provide adequate parking facilities and electrical connections for head-bolt heaters at existing

installations. Such facilities shall be provided at any newly constructed installation.

- 20.4 Upon the proper written authorization by an employee, the City agrees to deduct the amount so designated from the employee's wages and submit the amount so indicated to the appropriate union's political, educational or charitable committee. Forms shall be supplied by the employee's union. Such amount shall be submitted to the union on the fifteenth (15) day of the month following the month in which the deductions were made.
- 20.5 (a) Except in the case of an emergency, Employer agrees to refrain from transferring work normally being performed by employees in job classifications falling within the scope of this agreement to any supervisor or unrepresented position unless mutually agreed upon between the employer and the union. The foregoing shall not operate to prohibit the employees of a manufacturer or supplier from warranty work, trouble-shooting or working on equipment or apparatus supplied or leased to the Employer. No regular employee shall be laid off, terminated, or discharged by the Employer as a result of the Employer sub-contracting any work currently performed by the bargaining unit.
- (b) Efforts by community groups, such as Festival Fairbanks or the Downtown Association, to improve the community are encouraged and supported by both the Employer and the Union. Such efforts will not result in the layoff of any craft employees.

21. PERSONNEL RECORDS

- 21.1 An employee's personnel record shall include, but shall not be limited to, the employee's application, reports of results of employment investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefit forms. The employee's personnel file shall be maintained by the City Mayor or designee.
- 21.2 Employees shall be given access to their personnel file upon reasonable request. Copies of additions or other date changes to their individual personnel files shall be provided to the employee upon request and upon reasonable time notifications.
- 21.3 Personnel records will not be used as a private dossier on employees nor shall they contain any materials which an employee has not seen.
- 21.4 Recognizing the employers need to discipline and the employee's desire for fair and equal discipline the employer agrees to remove letters of reprimand, not related to public safety, from an employee's personnel file twenty four (24) months after being placed in such file.

22. TEMPORARY EMPLOYEES

- 22.1 A temporary employee is one who is called for occasional work or for a limited period not to exceed eight calendar months in any year. Unless mutually agreed otherwise by the Union and the City, at the end of this period the employee shall be placed in a regular position or laid off. The City agrees it will not attempt to bypass this section by using layoffs/rehires to circumvent the intent of the eight month maximum.
- 22.2 (a) Temporary employees shall be paid in accord with Schedule "A" for their classification, plus per hour pension contributions and Health & Welfare (H&W) contributions, and be paid overtime as provided in Section 6.3. Temporary Employees that work one hundred twenty (120) hours or more in a month may elect to make a monthly H&W contribution. When a participating temporary employee per hour H&W contribution is less than the monthly H&W contribution then the difference shall be deducted from their gross pay as a payroll deduction. Either party may elect to re-open negotiations on the temporary employee H&W deduction option after 12 months of the effective date of this agreement.
- (b) Whenever temporary employees are needed under this provision, the City shall first attempt to contact and hire their trained and experienced temporary workers before hiring workers new to the City system. Should such workers decline employment, or not be available for employment, the City shall contact the appropriate hiring hall for referrals.
- 22.3 Temporary employees shall not accrue seniority, be paid for unworked holidays holiday pay, or receive paid personal leave, but shall be eligible for unpaid leave upon mutual agreement.
- 22.4 Temporary employees shall not be hired if there is a permanent employee of the appropriate craft on lay-off who has seniority recall rights and is available.
- 22.5 Temporary employees shall be considered for regular positions which are created or become vacant after the position has been closed to all regular employees and before the City places a call to the Union.

23. SCHEDULE "A" WAGES

- 23.1 In 2014 On January 1 2014, employees shall be compensated as provided in the attached Appendix "A", which provides a one and a half (21.5%) percent increase to over the 2013 package rate, after certain adjustments which are shown. Additionally the Trade Specialist classifications shall receive a one time fifty (\$0.50) cent adjustment to their total package rate. By January 31, 2014, rRegular employees employed on the date of mutual ratification shall

receive a "signing" payment of nine hundred thirteen dollar (\$913.00) dollar less IRS tax withholdin with dues but without health & welfare contribution deduction.

23.2 ~~(A)~~ Except as provided in this section, ~~Each~~ each Local may allocate the package rate to wages, pension and health and welfare as it sees fit.

~~B.~~ The 2014 package rate for each covered classification will be increased by 1.4% on _____, 2014 (the first day of the _____ payroll period in 2014).

~~C(A):~~ Each of the AFL-CIO Joint Craft member unions will allocate sufficient funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding and laws regarding pension funding.

~~D(B):~~ The package rate for member union employees whose pension plan is found to be critically underfunded ("red zone") under the terms of the Pension Protection Act of 2006, as may be amended, will be adjusted. Addendum No. 1 to this agreement applies to Teamster member employees. Addendum No. 1 is hereby incorporated into this agreement and equivalent Addenda will be included should other member unions pension plans be determined to be critically underfunded.

~~(C)~~ Application of the Package Rate Concept. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The parties agree that future percentage increases will be applied to the package rate.

23.3 This agreement is effective until December 31, ~~2013-2016~~ PROVIDED THAT the parties agree to reopen negotiations on economic issues only for ~~2012-2015~~ and ~~2013-2016~~. Such negotiations will commence in October of ~~2011-2014~~ for ~~2012-2015~~ and ~~2012-2015~~ for ~~2013-2016~~. The parties agree to utilize mediation and arbitration if the re-opened negotiations result in impasse.

23.4 Packer Driver, Lead, Foreman, General Forman, Office Manager, and Dispatcher Pay Rates:

~~(A)~~ Packer Drivers/Leads hired after 1/1/2010 shall receive a wage premium of five percent (5%), or a one dollar and twenty-two cents (\$1.22), whichever is greater. Foreman hired after 1/1/2010 shall

receive a wage premium of ten percent (10%), or a two dollar and forty-four cents (\$2.44), whichever is greater.

(B) Current Packer Drivers/Leads and Foreman, or Regular employees hired prior to and continuously employed before ~~prior to~~ 1/1/2010 shall be grandfathered in at the wage premiums that were in effect prior to 1/1/2010.

(C) The Office Manager positions, if used by the City, will be paid at a wage rate to be agreed upon by the City and Union in light of the skills and qualifications of the selected employee(s). The IUOE Dispatcher shall be paid at ninety (90%) percent of scale.

Agreement ratified by Union membership on _____ and approved by the City Council by approval of Ordinance 5930 on _____.

SIGNED FOR THE FAIRBANKS
AFL-CIO CRAFTS COUNCIL:

SIGNED FOR THE CITY OF
FAIRBANKS:

Lake Williams,
President AFL-CIO Crafts Council

Jerry Cleworth
Mayor, City of Fairbanks

Date: _____

Date: _____

Kevin Pomeroy
Business Manager, Laborers 942

Patrick B. Cole
Chief of Staff

Laird Grantham
Business Manager, Carpenters 1243

Michael Schmetzer
City Engineer/Public Works Director

~~Rodney Brown~~Kirk Jackson
Business ~~Manager~~Representative, Pipefitters 375

Addendum No. 1 Regarding Teamster Employees

1. Under Article 23.2 of the CBA between the City and the Crafts Council, each Local retains the right to allocate the negotiated package rate to wages, pension and health and welfare as it sees fit. Because certain provisions of the Pension Protection Act of 2006 have been triggered by the determination that the Alaska Teamster-Employer Pension Plan is a critically underfunded (“red zone”) plan, the parties recognize that it is mutually beneficial for the CBA to limit the discretion of Locals that pension plans are underfunded (“red zone”) under Article 23.2.
2. The Teamsters and the City of Fairbanks agreed to adopt the Rehabilitation (“Preferred”) Plan with 5-year phase in – Supplemental Employer Contribution Schedule (“Supplemental Schedule”). The Supplemental Schedule was implemented beginning with the 2012 Wage Re-Opener (2/16/2012), and it continues with ratification of the Agreement Between the City of Fairbanks and Fairbanks AFL-CIO Crafts Council, January 1, 2014 – Dec. 31, 2016 (the “2014 – 2016 CBA”).
3. The parties agree that supplemental pension contributions to the Alaska Teamster-Employer Pension Plan will be made with the implementation of the 2014 CBA. The supplemental contribution will be: 32% of the 2011 rate (\$6.93) in 2014; 42% of the 2011 rate in 2015; and 52% of the 2011 rate in 2016.
4. The package rate increases set out in the 2014 – 2016 CBA include funding for supplemental contributions to the Alaska Teamster-Employer Pension Plan made pursuant to the Rehabilitation Plan referenced in paragraph 2 and are intended to represent the City’s total cost for providing pension contributions, including supplemental contributions, to the Alaska Teamster-Employer Pension Plan during the term of this agreement. No portion of the package rate increase may be allocated to any other purpose unless and until contributions and supplemental contributions to the Alaska Teamster-Employer Pension Plan have been satisfied. If the Alaska Teamster-Employer Pension Plan requires any contributions that are in excess of these amounts, or, if the Alaska Teamster-Employer Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the package rate for Teamster employees will be immediately reallocated by an equivalent amount to pay for the increased contributions and/or the excise tax.
5. The Public Employment Relations Act (PERA) limits collective bargaining agreements between a public employer and its employees to a maximum of three years [AS 23.40.210(a)]. In the last year of the 2014 – 2016 CBA, the Supplemental Schedule will be fully implemented. If any amendments are made to the Pension Protection Act of 2006 or to the regulations implementing it that change the current Rehabilitation Plan or the Supplemental Schedule, the parties

agree that any future increases in supplement pension contributions will be built into the package rate paid to Teamster employees in any future CBA.

6. If at any point, the Alaska Teamster - Employer Pension Plan emerges from its "red zone" status and the City is no longer required to make supplemental contributions under a rehabilitation plan, the allocation restriction imposed by this Addendum will be lifted.

ORDINANCE NO. 5931

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE CHAPTER 14
BUSINESSES, ARTICLE VII MASSAGE PRACTITIONER LICENSES**

WHEREAS, the City Code pertaining to massage practitioners is outdated in areas; and

WHEREAS, online criminal background checks are now available which provide instant results and a more thorough nationwide criminal history search; and

WHEREAS, the proposed changes will make the Code pertaining to massage practitioners more consistent with other Code sections governing occupational licensing; and

WHEREAS, the proposed changes will streamline the application process, will provide instant results for applicants, and will be less costly for applicants,

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

SECTION 1. Fairbanks General Code Chapter 14, Article VII is amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

ARTICLE VII. - MASSAGE PRACTITIONERS LICENSES

Sec. 14-251. - Definitions.

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

Adult-oriented establishment or *adult business* means adult bookstores, adult motion picture theaters, escort services, or similar type business where, by the nature of the business, minors under the age of 18 are denied entry, or businesses which are prohibited by law from having minors or unaccompanied minors on the premises for reasons other than the sale of alcoholic beverages.

Massages or related therapies means the application of a system of manipulations to the muscular structure and soft tissues of the human body for the purposes of stress reduction, the release of muscular tension, and/or general preventative wellness. Massages or related therapies may include but are not specifically limited to stroking, kneading, tapping, compression, vibration by hand or mechanical device, rocking, friction, pressure, and those techniques based on manipulation or the application of pressure to the muscular structure or soft tissues of the human body, which may also include nonforceful passive or active movement and/or the application of techniques intended to affect the energetic systems of the body. The use of oils, lotions, powders, herbal preparations or other lubricants may also be included.

Sec. 14-252. - License required.

- (a) No person may perform massages or related therapies for remuneration without first obtaining a massage practitioner license from the city clerk. ~~Application for a massage practitioner license shall be made to the city clerk in such form as the city clerk may prescribe.~~
- (b) ~~The applicant shall submit a current criminal history report for the past five years obtained from the state department of public safety if a state resident or, if not, a current record obtained from the state or residency.~~
- (e**b**) The city clerk shall issue a massage practitioner license if the city clerk determines that the applicant meets the minimum requirements, **is 18 years of age or older**, and is not prohibited from obtaining such license.
- (d**e**) Specifically excluded from the licensing requirements of this section are:
- (1) Students enrolled in a training program and under the direct supervision of a school accredited by the state board of education or approved by the state commission on post-secondary education.
 - (2) Training rooms of recognized professional or amateur athletic teams.
 - (3) Licensed health care facilities.
 - (4) Licensed practitioners of chiropractics, osteopathy, orthopedics, physical therapy, occupational therapy, podiatry or medicine.

~~Sec. 14-253. - Minimum requirements for license~~ **Application for license; standards for issuance of license; renewals.**

(a) Applications for new licenses and license renewals issued under this article shall be made upon forms prepared and made available by the city clerk and shall state:

- (1) The full name, date of birth, residence, and five-year employment history of the applicant.**
- (2) Whether the applicant is a citizen of the United States.**
- (3) A specific description of the location of the principal place of business of the applicant.**
- (4) An eight-year history of residency of the applicant.**
- (5) Such other information as the city clerk may find reasonably necessary to effectuate the general purpose of this article and to make a fair determination of whether the terms of this article have been complied with.**

(a**b**) A massage practitioner license may only be issued to an applicant who meets at least two of the following minimum requirements and submits documented proof thereof:

- (1) Graduation from a state-approved post-secondary education school of massage or other massage training program which requires the successful completion of a program of at least 350 hours of supervised instruction;
- (2) Current professional class membership in a recognized national professional massage organization whose members are pledged to a code of ethics;
- (3) Current certification by the National Certification Board for Therapeutic Massage and Bodywork or its successor ~~or a national certification program meeting similar standards;~~
- (4) Has, within three years of application, been licensed as a massage practitioner in another state or country that regulates massage practitioners and has not had that license suspended or revoked; or
- (5) Has, within five years of application, had two years' or more experience as a massage practitioner. The applicant must supply verification of such experience to the city clerk in the form of two notarized statements from persons having personal knowledge of the applicant's experience. Experience is defined as a minimum of part-time status of 20 hours weekly or 400 hours in a one-year period.

(b**c**) ~~A massage practitioner license shall not be issued to anyone who:~~ **Except as otherwise provided in this subsection, the applicant must not have had a felony conviction within eight years or a misdemeanor conviction within four years of:**

- (1) ~~Is not at least 18 years of age;~~ **Prostitution or promotion of prostitution;**
- (2) ~~Is addicted to or a habitual user of illegal drugs or narcotics;~~ **Any offense under AS Title 11, Chapter 71 Controlled Substances;**
- (3) ~~Has been convicted of any misdemeanor involving assault or dishonesty within three years of the date of application;~~ **Any felony or misdemeanor which includes as an element the use or threat of force upon a person;**
- (4) ~~Has been convicted of any felony within five years of the date of application;~~ or **Burglary, felony larceny, fraud or embezzlement;**
- (5) ~~Has been convicted at any time of a crime involving sexual misconduct.~~ **Any sexual offense; or**
- (6) **Two separate felony convictions of any type during the time indicated in 14-253(c).**

(d) The applicant must not be addicted to the use of intoxicants or narcotics; must be of good moral character and repute; and must not be a sex offender or kidnapper subject to the registration requirements of AS Title 12, Chapter 63.

(e) The City Clerk's Office shall procure an online criminal history report for each applicant, the cost of which shall be included in the massage practitioner application fee. Both the application fee and the biennial license fee for all new licenses and renewals will be set forth in the city's schedule of fees and charges for services.

(f) All licenses issued under this article shall be for a term of two years and shall not be transferrable.

Sec. 14-254. - Requirements for massage businesses.

(a) Every establishment in the business of providing massages or related therapies must have a valid **city and** state business license.

(b) Every establishment in the business of providing massages or related therapies shall be maintained and operated in a safe and sanitary manner.

(c) Massages and related therapies shall only be performed by persons holding a valid massage practitioner license issued by the city.

(d) No establishment in the business of providing massages or related therapies may be connected by any means of ingress or egress with premises occupied by an establishment selling or dispensing alcoholic beverages, or connected by any means of ingress or egress with premises occupied by an adult-oriented establishment or adult business.

Sec. 14-255. - ~~Cause for suspension or revocation of license~~Denials, revocations and appeals.****

~~(a) A massage practitioner license shall be suspended by the city clerk if the licensee is charged with a crime which would be cause for denial of an application for the license. The suspension shall continue until the licensee is acquitted of the crime charged or such charge is dismissed.~~

Denials. If all the criteria as outlined in this article are not satisfied, the city clerk shall deny the application for a massage practitioners license.

Revocations. If at any time the licensee fails to comply with the requirements of this article; or makes a false statement in their application; or at any time fails to meet those qualifications required to obtain a license, the license may be revoked.

~~(b) A massage practitioner license shall be revoked by the city clerk if the licensee:~~

~~(1) Engages in the business of providing massages or related therapies while his license is suspended;~~

~~(2) Made a material false statement in his application for a license; or~~

~~(3) Is convicted of any crime which would be cause for denial of an application for the massage practitioner license.~~

Appeals.

(a) An applicant claiming a factual or clerical error must provide any relevant document to the city clerk at which time the city clerk, upon verification, may reverse the license denial.

(b) The city council may consider appeals of an applicant whose application for a massage practitioner license has been denied by the city clerk. The city council may, for good cause, waive compliance with the requirements of 14-253(c), except that the city council will not consider an appeal if the reason for the denial is a conviction for a sexual offense or for a felony drug offense within the time indicated in section 14-253(c) or if the applicant has more than one conviction for offenses listed in section 14-253(c)(1)-(6) within the time indicated.

~~(c) The revocation period shall be for six months for a first time revocation. The revocation period for a second revocation shall be one year. The revocation period for any additional revocations shall be five years. After the revocation period has elapsed, the licensee must request reinstatement and, if otherwise qualified, shall have his license reinstated.~~

Sec. 14-256. – Fees Reserved.

~~The fee for a massage practitioner license is set forth in the city's schedule of fees and charges for services.~~

SECTION 2. That the effective date of this Ordinance shall be the ____ day of October 2013.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 5932

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE CHAPTER
14 BUSINESSES, ARTICLE IV PRIVATE DETECTIVES LICENSES**

WHEREAS, the City Code pertaining to private detectives is outdated in areas; and

WHEREAS, online criminal background checks are now available which provide instant results and a more thorough nationwide criminal history search; and

WHEREAS, the proposed changes will make the Code pertaining to private detectives more consistent with other Code sections governing occupational licensing; and

WHEREAS, the proposed changes will streamline the application process, will provide instant results for applicants, and will be less costly for applicants; and

WHEREAS, the City no longer enforces the fingerprinting requirement for any occupational license,

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

SECTION 1. Fairbanks General Code Chapter 14, Article IV is amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 14-121. - Definitions.

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

Private detective means any person who accepts employment for hire, fee or reward to furnish or supply information as to the personal character, actions or identity of any person or as to the character or kind of business or occupation of any person. The term shall not include within its meaning a private investigator employed exclusively for one employer in connection with a business of **a** collection agency. The term shall not include a detective or officer belonging to the law enforcement agencies of the United States or of ~~any~~**the** state, ~~county~~**borough** or city.

Sec. 14-122. - License required.

(a) No person shall operate as a private detective in the city without first obtaining a **private detective** license from the city clerk **and a business license from the State of Alaska and the City of Fairbanks.**

(b) The city clerk shall issue a private detective license if the city clerk determines that the applicant meets the minimum requirements, is 18 years of age or older and is a natural-born or a fully naturalized citizen of the United States.

Sec. 14-123. - Application for license; standards for issuance of license; renewals.

(a) ~~Contents.~~ Applications for new licenses and license renewals issued under this article shall be made upon ~~blank~~ forms prepared and made available by the city clerk and shall state:

- (1) The full name, age ~~date of birth~~, residence, ~~present and previous occupations~~ **and five-year employment history** of the applicant.
- (2) Whether the ~~person signing the application~~ **applicant** is a citizen of the United States.
- (3) A specific description of the location of the principal place of business of the applicant.
- (4) The number of years **of** experience the applicant has had as a private detective or in related fields.
- (5) ~~The length of time the applicant has been a bona fide resident of the state immediately preceding the filing of the application~~ **An eight-year history of residency of the applicant.**
- (6) Such other information as the city clerk ~~shall~~ **may** find reasonably necessary to effectuate the general purpose of this article and to make a fair determination of whether the terms of this article have been complied with. ~~The applicant shall also submit a current criminal history report obtained from the state department of public safety if a state resident or, if not, a current record obtained from the state of residency, and a current driving record.~~

~~(a) Fingerprints and photograph. The application required under this section shall be accompanied by a full set of fingerprints and a recent photograph, which will thereupon be forwarded to the Federal Bureau of Investigation, Identification Service, for search and comparison purposes.~~

~~(b) Application fee. An application for a new license shall be accompanied by a fee as set forth in the city's schedule of fees and charges for services. An application for license renewal shall be accompanied by fee in half the amount provided for an application for a new license.~~

(b) Except as otherwise provided in this subsection, the applicant must not have had a felony conviction within eight years or a misdemeanor conviction within four years of:

(1) Prostitution or promotion of prostitution;

(2) Any offense under AS Title 11, Chapter 71 Controlled Substances;

(3) Any felony or misdemeanor which includes as an element the use or threat of force upon a person;

(4) Burglary, felony larceny, fraud or embezzlement;

(5) Any sexual offense; or

(6) Two separate felony convictions of any type within 8 years.

(c) The applicant must not be addicted to the use of intoxicants or narcotics; must be of good moral character and repute; and must not be a sex offender or kidnapper subject to the registration requirements of AS Title 12, Chapter 63.

(d) The City Clerk's Office shall procure an online criminal history report for each applicant, the cost of which shall be included in the private detective application fee. Both the application fee and the biennial license fee for all new licenses and renewals will be set forth in the city's schedule of fees and charges for services.

(e) All licenses issued under this article shall be for a term of two years and shall not be transferrable.

Sec. 14-124. - ~~Investigation~~Reserved.

~~Within 20 days after receipt of an application as provided for in this article, the city clerk shall cause an investigation to be made of the applicant and his proposed operation.~~

Sec. 14-125. - ~~Standards for issuance of license~~Reserved.

~~The city clerk shall issue a license under this article when he finds that:~~

~~(1) The applicant has never been convicted of any felony or any offense involving decency or moral turpitude.~~

~~(2) The applicant is a natural born or a fully naturalized citizen of the United States.~~

~~(3) The applicant does not believe in or advocate the overthrow of the government of the United States or of the state by force or violence and is not a member of any organization or party which believes in or teaches directly or indirectly the overthrow of the government of the United States or of the state by force or violence.~~

Sec. 14-126. - ~~Standards applicable to employees~~Reserved.

~~All employees of any person having or applying for a license under this article shall meet the standards set forth in section 14-125 and shall be subject to all regulations of this article.~~

Sec. 14-127. - ~~Notice of rejection~~Reserved.

~~The city clerk shall act upon the application for a private detective's license within 20 days after its filing. If the city clerk disapproves the application, he shall mail to the applicant~~

~~within ten days after the date upon which the application was filed a notice of his action, stating the reasons for his denial of the permit.~~

Sec. 14-128. – Denials, revocations and a Appeals procedure.

~~Any person aggrieved shall have the right to appeal the denial of a private detective's license to the city council. The appeal shall be taken within ten days after notice. The city council shall act upon the appeal within 15 days after its receipt.~~

Denials. If all the criteria as outlined in this article are not satisfied, the city clerk shall deny the application for a private detective license.

Revocations. If at any time the licensee fails to comply with the requirements of this article; or makes a false statement in their application; or at any time fails to meet those qualifications required to obtain a license, the license may be revoked.

Appeals.

(1) An applicant claiming a factual or clerical error must provide any relevant document to the city clerk at which time the city clerk, upon verification, may reverse the license denial.

(2) The city council may consider appeals of an applicant whose application for a private detective license has been denied by the city clerk. The city council may, for good cause, waive compliance with the requirements of 14-123(b)(1)-(6), except that the city council will not consider an appeal if the reason for the denial is a conviction for a sexual offense or for a felony drug offense within the time indicated in section 14-123(b) or if the applicant has more than one conviction for offenses listed in section 14-123(b)(1)-(6) within the time indicated.

Sec. 14-129. – License feeReserved.

~~A license shall be issued to a successful applicant upon payment of a fee as set forth in the city's schedule of fees and charges for services~~

Sec. 14-130. - Conditions of licensingReserved.

~~(a) *Transferability.* Licenses issued under this article shall not be transferable.~~

~~(b) *Revocation and suspension.* Licenses issued under this article shall be subject to revocation or suspension by the city clerk for violation of any of the provisions of this article or misconduct by the licensee or his employees, after reasonable notice and an opportunity to be heard has been given the licensee. The city clerk shall immediately notify any licensee, by personal service, of such suspension or revocation.~~

~~(c) *Renewal.* The city clerk shall issue renewal licenses to all licensees whose licenses have not been suspended at the time the licenses have expired, upon payment of the license fee.~~

~~(d) *Term of license.* All licenses issued under this article shall be for a term of two years.~~

Sec. 14-131. - Bond required.

(a) No license shall be issued under this article unless the applicant files with the city a surety bond executed by such applicant with two or more sureties, or by a surety company authorized to do business in the state, in the sum of \$10,000.00, or such other financial security as may be approved by the city attorney, conditioned upon the careful, faithful and honest conduct of the services to be performed by the applicant or his employees. Such bond shall be approved by the city attorney as to form, execution and sufficiency of sureties. For an out of state applicant who is not licensed as a private detective in at least two other states, the bond shall be \$20,000.00.

~~(b) *Protection to public.* The bond or approved security required in this section shall be taken in the name of the people of the city; and every person injured by the negligent, willful, malicious or wrongful act of the principal, his agent, servant or employee, or in the conduct of business of a private detective, may bring an action on the bond in his own name to recover damages for such negligent, willful, malicious or wrongful act.~~

~~(c) *Suspension of license on failure of security.* The city clerk shall suspend any license when the bond or other approved financial security required in this section has lapsed or is reduced by reason of a judgment, or for any other reason is no longer in full force and effect.~~

Sec. 14-132. - ~~Promulgation of regulations by city clerk~~Reserved.

~~The city clerk shall have the authority to enact and enforce reasonable rules and regulations for the operation of private detectives in the interest of public safety, morals and welfare and to effectuate the general purpose of this article.~~

Sec. 14-133. - Duties of licensee.

~~(a) *Carry and post license certificate.* Licensees under this article shall ~~cause a certificate of such license to be displayed at all times in a conspicuous place in or on their places of business described in such licenses.~~ Each licensee shall carry on his person at all times, when performing services as a private detective, a certificate-copy of the license issued under this article.~~

~~(b) *Impersonation of state police officers.* No private detective licensed under this article shall impersonate or hold himself out as a peace officer of this state; nor shall a private detective operate or permit to be operated a motor vehicle with a siren, blinker light or with any insignia bearing likeness to the insignia used by peace officers of this state.~~

SECTION 2. That the effective date of this Ordinance shall be the ____ day of October 2013.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney



CERTIFICATION OF ELECTION

REGULAR ELECTION – October 1, 2013

We, the undersigned members of the City Council of the City of Fairbanks, Alaska, in the meeting duly convened this 21st day of October 2013, do hereby certify that the attached Certification of Election Returns is true and correct in all particulars.

That **JOHN EBERHART**, having received the majority number of votes cast for CITY MAYOR, for a three-year term ending October 2016, is hereby declared elected the Mayor of the City of Fairbanks.

That **BERNARD GATEWOOD**, having received the majority number of votes cast for CITY COUNCIL SEAT C, for a three-year term ending October 2016, is hereby declared elected as a Member of the Fairbanks City Council.

That **JIM MATHERLY**, having received the majority number of votes cast for CITY COUNCIL SEAT D, for a three-year term ending October 2016, is hereby declared elected as a Member of the Fairbanks City Council.

PROPOSITION A (Passed)

Shall the City adopt the same regular municipal election date as that of the Fairbanks North Star Borough and the City of North Pole to ensure they are held in conjunction and change the Charter to reflect the following [with deleted text in ~~strikeout font~~]?

Home Rule Charter, Article XI. - Elections

Sec. 11.1. - Annual elections: Time.

The regular city elections shall be held annually on the first Tuesday ~~after the first Monday in~~ of October, or on such other date as may be fixed by ordinance.

YES: 2651 TOTAL VOTES

NO: 212 TOTAL VOTES

Renee Staley, Seat A

Jim Matherly, Seat D

Perry Walley, Seat B

Lloyd Hilling, Seat E

Bernard Gatewood, Seat C

John Eberhart, Seat F

ATTEST:

JANEY HOVENDEN, CMC, City Clerk

JERRY CLEWORTH, Mayor



REPORT OF ELECTION CANVASS BOARD

October 1, 2013 Municipal Election

We, the undersigned, duly appointed at the regular council meeting of September 23, 2013 to serve as canvass board judges in the Municipal Election of October 1, 2013, do hereby certify that we have examined in detail all absentee and questioned ballots, original and questioned registers, for each of the 13 precincts of the City of Fairbanks.

Upon completion of the canvass, it is our opinion that the attached summary of election returns, as compiled by the City Clerk, accurately reflects the total shown on the Certificate of Election Returns by the election board of each voting precinct.

April Lacey

Ellen M Fletcher

Carol Merten

Theresa Peterson

Gayle M. Haza

Debra L. Myrnes

Brenda B. Bell

Canvass Board Chair

**Election Summary Report
2013 Regular Election
October 1, 2013**

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**Summary For Jurisdiction Wide, All Counters, City of Fairbanks
Unofficial**

Registered Voters 68043 - Cards Cast 2949 4.33%

Num. Report Precinct 43 - Num. Reporting 43 100.00%

| FBKS City Mayor | | COF | |
|---------------------|------------|---------|--|
| | Total | | |
| Number of Precincts | 15 | | |
| Precincts Reporting | 15 | 100.0 % | |
| Times Counted | 2949/20359 | 14.5 % | |
| Total Votes | 2910 | | |
| Vivian Stiver | 1396 | 47.97% | |
| John Eberhart | 1502 | 51.62% | |
| Write-in Votes | 12 | 0.41% | |

| FBKS City Council Seat C | | COF | |
|--------------------------|------------|---------|--|
| | Total | | |
| Number of Precincts | 15 | | |
| Precincts Reporting | 15 | 100.0 % | |
| Times Counted | 2949/20359 | 14.5 % | |
| Total Votes | 2244 | | |
| Bernard Gatewood | 2157 | 96.12% | |
| Write-in Votes | 87 | 3.88% | |

| FBKS City Council Seat D | | COF | |
|--------------------------|------------|---------|--|
| | Total | | |
| Number of Precincts | 15 | | |
| Precincts Reporting | 15 | 100.0 % | |
| Times Counted | 2949/20359 | 14.5 % | |
| Total Votes | 2348 | | |
| Jim Matherly | 2278 | 97.02% | |
| Write-in Votes | 70 | 2.98% | |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|------------|---------|--|
| | Total | | |
| Number of Precincts | 15 | | |
| Precincts Reporting | 15 | 100.0 % | |
| Times Counted | 2949/20359 | 14.5 % | |
| Total Votes | 2863 | | |
| YES | 2651 | 92.60% | |
| NO | 212 | 7.40% | |

**Election Summary Report
2013 Regular Election
October 1, 2013**

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**Summary For 03-355 Fairbanks #8, All Counters, City of Fairbanks
Unofficial**

Registered Voters 1742 - Cards Cast 2949 169.29%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 306/1742 | 17.6 % |
| Total Votes | | 299 | |
| Vivian Stiver | | 156 | 52.17% |
| John Eberhart | | 143 | 47.83% |
| Write-in Votes | | 0 | 0.00% |

| FBKS City Council Seat C | | COF | |
|--------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 306/1742 | 17.6 % |
| Total Votes | | 228 | |
| Bernard Gatewood | | 218 | 95.61% |
| Write-in Votes | | 10 | 4.39% |

| FBKS City Council Seat D | | COF | |
|--------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 306/1742 | 17.6 % |
| Total Votes | | 245 | |
| Jim Matherly | | 241 | 98.37% |
| Write-in Votes | | 4 | 1.63% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 306/1742 | 17.6 % |
| Total Votes | | 301 | |
| YES | | 278 | 92.36% |
| NO | | 23 | 7.64% |

Election Summary Report
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Summary For 03-365 Fairbanks #9, All Counters, City of Fairbanks
Unofficial

Registered Voters 2765 - Cards Cast 2949 106.65%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 403/2680 | 15.0 % |
| Total Votes | | 397 | |
| Vivian Stiver | | 198 | 49.87% |
| John Eberhart | | 198 | 49.87% |
| Write-in Votes | | 1 | 0.25% |

| FBKS City Council Seat C | | COF | |
|--------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 403/2680 | 15.0 % |
| Total Votes | | 308 | |
| Bernard Gatewood | | 299 | 97.08% |
| Write-in Votes | | 9 | 2.92% |

| FBKS City Council Seat D | | COF | |
|--------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 403/2680 | 15.0 % |
| Total Votes | | 328 | |
| Jim Matherly | | 320 | 97.56% |
| Write-in Votes | | 8 | 2.44% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 403/2680 | 15.0 % |
| Total Votes | | 397 | |
| YES | | 374 | 94.21% |
| NO | | 23 | 5.79% |

Election Summary Report
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Summary For 03-375 Fort Wainwright, All Counters, City of Fairbanks
Unofficial

Registered Voters 3843 - Cards Cast 2949 76.74%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 8/3843 | 0.2 % |
| Total Votes | | 7 | |
| Vivian Stiver | | 6 | 85.71% |
| John Eberhart | | 1 | 14.29% |
| Write-in Votes | | 0 | 0.00% |

| FBKS City Council Seat C | | COF | |
|--------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 8/3843 | 0.2 % |
| Total Votes | | 5 | |
| Bernard Gatewood | | 5 | 100.00% |
| Write-in Votes | | 0 | 0.00% |

| FBKS City Council Seat D | | COF | |
|--------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 8/3843 | 0.2 % |
| Total Votes | | 5 | |
| Jim Matherly | | 5 | 100.00% |
| Write-in Votes | | 0 | 0.00% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 8/3843 | 0.2 % |
| Total Votes | | 8 | |
| YES | | 7 | 87.50% |
| NO | | 1 | 12.50% |

Election Summary Report
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October 1, 2013

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Summary For 04-446 Aurora, All Counters, City of Fairbanks
Unofficial

Registered Voters 2521 - Cards Cast 2949 116.98%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 402/2521 | | 15.9 % |
| Total Votes | | 400 | |
| Vivian Stiver | | 183 | 45.75% |
| John Eberhart | | 215 | 53.75% |
| Write-in Votes | | 2 | 0.50% |

| FBKS City Council Seat C | | COF | |
|--------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 402/2521 | | 15.9 % |
| Total Votes | | 312 | |
| Bernard Gatewood | | 299 | 95.83% |
| Write-in Votes | | 13 | 4.17% |

| FBKS City Council Seat D | | COF | |
|--------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 402/2521 | | 15.9 % |
| Total Votes | | 318 | |
| Jim Matherly | | 305 | 95.91% |
| Write-in Votes | | 13 | 4.09% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 402/2521 | | 15.9 % |
| Total Votes | | 391 | |
| YES | | 368 | 94.12% |
| NO | | 23 | 5.88% |

Election Summary Report
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Summary For 04-455 Fairbanks #1, All Counters, City of Fairbanks
Unofficial

Registered Voters 505 - Cards Cast 2949 583.96%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|---------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 108/505 | 21.4 % | |
| Total Votes | 108 | | |
| Vivian Stiver | 48 | 44.44% | |
| John Eberhart | 60 | 55.56% | |
| Write-in Votes | 0 | 0.00% | |

| FBKS City Council Seat C | | COF | |
|--------------------------|---------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 108/505 | 21.4 % | |
| Total Votes | 79 | | |
| Bernard Gatewood | 78 | 98.73% | |
| Write-in Votes | 1 | 1.27% | |

| FBKS City Council Seat D | | COF | |
|--------------------------|---------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 108/505 | 21.4 % | |
| Total Votes | 82 | | |
| Jim Matherly | 81 | 98.78% | |
| Write-in Votes | 1 | 1.22% | |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|---------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 108/505 | 21.4 % | |
| Total Votes | 107 | | |
| YES | 95 | 88.79% | |
| NO | 12 | 11.21% | |

Election Summary Report
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Summary For 04-465 Fairbanks #2, All Counters, City of Fairbanks
Unofficial

Registered Voters 1101 - Cards Cast 2949 267.85%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|----------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 151/1101 | 13.7 % | |
| Total Votes | 150 | | |
| Vivian Stiver | 66 | 44.00% | |
| John Eberhart | 84 | 56.00% | |
| Write-in Votes | 0 | 0.00% | |

| FBKS City Council Seat C | | COF | |
|--------------------------|----------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 151/1101 | 13.7 % | |
| Total Votes | 127 | | |
| Bernard Gatewood | 123 | 96.85% | |
| Write-in Votes | 4 | 3.15% | |

| FBKS City Council Seat D | | COF | |
|--------------------------|----------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 151/1101 | 13.7 % | |
| Total Votes | 124 | | |
| Jim Matherly | 121 | 97.58% | |
| Write-in Votes | 3 | 2.42% | |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|----------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 151/1101 | 13.7 % | |
| Total Votes | 144 | | |
| YES | 129 | 89.58% | |
| NO | 15 | 10.42% | |

Election Summary Report
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Summary For 04-470 Fairbanks #3, All Counters, City of Fairbanks
Unofficial

Registered Voters 1297 - Cards Cast 2949 227.37%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 307/1297 | | 23.7 % |
| Total Votes | | 303 | |
| Vivian Stiver | | 132 | 43.56% |
| John Eberhart | | 170 | 56.11% |
| Write-in Votes | | 1 | 0.33% |

| FBKS City Council Seat C | | COF | |
|--------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 307/1297 | | 23.7 % |
| Total Votes | | 226 | |
| Bernard Gatewood | | 217 | 96.02% |
| Write-in Votes | | 9 | 3.98% |

| FBKS City Council Seat D | | COF | |
|--------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 307/1297 | | 23.7 % |
| Total Votes | | 239 | |
| Jim Matherly | | 232 | 97.07% |
| Write-in Votes | | 7 | 2.93% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 307/1297 | | 23.7 % |
| Total Votes | | 298 | |
| YES | | 277 | 92.95% |
| NO | | 21 | 7.05% |

Election Summary Report
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Summary For 04-475 Fairbanks #4, All Counters, City of Fairbanks
Unofficial

Registered Voters 710 - Cards Cast 2949 415.35%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|---------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 158/710 | 22.3 % | |
| Total Votes | 156 | | |
| Vivian Stiver | 70 | 44.87% | |
| John Eberhart | 86 | 55.13% | |
| Write-in Votes | 0 | 0.00% | |

| FBKS City Council Seat C | | COF | |
|--------------------------|---------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 158/710 | 22.3 % | |
| Total Votes | 111 | | |
| Bernard Gatewood | 107 | 96.40% | |
| Write-in Votes | 4 | 3.60% | |

| FBKS City Council Seat D | | COF | |
|--------------------------|---------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 158/710 | 22.3 % | |
| Total Votes | 119 | | |
| Jim Matherly | 117 | 98.32% | |
| Write-in Votes | 2 | 1.68% | |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|---------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 158/710 | 22.3 % | |
| Total Votes | 151 | | |
| YES | 139 | 92.05% | |
| NO | 12 | 7.95% | |

**Election Summary Report
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**Summary For 04-480 Fairbanks #5, All Counters, City of Fairbanks
Unofficial**

Registered Voters 1970 - Cards Cast 2949 149.70%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 389/1970 | 19.7 % |
| Total Votes | | 385 | |
| Vivian Stiver | | 201 | 52.21% |
| John Eberhart | | 177 | 45.97% |
| Write-in Votes | | 7 | 1.82% |

| FBKS City Council Seat C | | COF | |
|--------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 389/1970 | 19.7 % |
| Total Votes | | 299 | |
| Bernard Gatewood | | 285 | 95.32% |
| Write-in Votes | | 14 | 4.68% |

| FBKS City Council Seat D | | COF | |
|--------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 389/1970 | 19.7 % |
| Total Votes | | 320 | |
| Jim Matherly | | 307 | 95.94% |
| Write-in Votes | | 13 | 4.06% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|--|----------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 389/1970 | 19.7 % |
| Total Votes | | 381 | |
| YES | | 357 | 93.70% |
| NO | | 24 | 6.30% |

**Election Summary Report
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October 1, 2013**

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**Summary For 04-485 Fairbanks #6, All Counters, City of Fairbanks
Unofficial**

Registered Voters 1235 - Cards Cast 2949 238.79%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 110/1235 | | 8.9 % |
| Total Votes | | 109 | |
| Vivian Stiver | | 48 | 44.04% |
| John Eberhart | | 60 | 55.05% |
| Write-in Votes | | 1 | 0.92% |

| FBKS City Council Seat C | | COF | |
|--------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 110/1235 | | 8.9 % |
| Total Votes | | 89 | |
| Bernard Gatewood | | 83 | 93.26% |
| Write-in Votes | | 6 | 6.74% |

| FBKS City Council Seat D | | COF | |
|--------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 110/1235 | | 8.9 % |
| Total Votes | | 95 | |
| Jim Matherly | | 88 | 92.63% |
| Write-in Votes | | 7 | 7.37% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 110/1235 | | 8.9 % |
| Total Votes | | 107 | |
| YES | | 90 | 84.11% |
| NO | | 17 | 15.89% |

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Summary For 04-490 Fairbanks #7, All Counters, City of Fairbanks
Unofficial

Registered Voters 1706 - Cards Cast 2949 172.86%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 178/1706 | | 10.4 % |
| Total Votes | | 177 | |
| Vivian Stiver | | 77 | 43.50% |
| John Eberhart | | 100 | 56.50% |
| Write-in Votes | | 0 | 0.00% |

| FBKS City Council Seat C | | COF | |
|--------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 178/1706 | | 10.4 % |
| Total Votes | | 139 | |
| Bernard Gatewood | | 133 | 95.68% |
| Write-in Votes | | 6 | 4.32% |

| FBKS City Council Seat D | | COF | |
|--------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 178/1706 | | 10.4 % |
| Total Votes | | 138 | |
| Jim Matherly | | 134 | 97.10% |
| Write-in Votes | | 4 | 2.90% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 178/1706 | | 10.4 % |
| Total Votes | | 169 | |
| YES | | 148 | 87.57% |
| NO | | 21 | 12.43% |

**Election Summary Report
2013 Regular Election
October 1, 2013**

Date:10/16/13
Time:11:01:55
Page:1 of 1

**Summary For 04-495 Fairbanks #10, All Counters, City of Fairbanks
Unofficial**

Registered Voters 764 - Cards Cast 2949 385.99%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 89/764 | 11.6 % |
| Total Votes | | 88 | |
| Vivian Stiver | | 53 | 60.23% |
| John Eberhart | | 35 | 39.77% |
| Write-in Votes | | 0 | 0.00% |

| FBKS City Council Seat C | | COF | |
|--------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 89/764 | 11.6 % |
| Total Votes | | 62 | |
| Bernard Gatewood | | 58 | 93.55% |
| Write-in Votes | | 4 | 6.45% |

| FBKS City Council Seat D | | COF | |
|--------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 89/764 | 11.6 % |
| Total Votes | | 65 | |
| Jim Matherly | | 63 | 96.92% |
| Write-in Votes | | 2 | 3.08% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 89/764 | 11.6 % |
| Total Votes | | 84 | |
| YES | | 78 | 92.86% |
| NO | | 6 | 7.14% |

**Election Summary Report
2013 Regular Election
October 1, 2013**

Date:10/16/13
Time:11:01:55
Page:1 of 1

**Summary For 04-499 Lakeview, All Counters, City of Fairbanks
Unofficial**

Registered Voters 516 - Cards Cast 2949 571.51%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 30/285 | 10.5 % |
| Total Votes | | 29 | |
| Vivian Stiver | | 18 | 62.07% |
| John Eberhart | | 11 | 37.93% |
| Write-in Votes | | 0 | 0.00% |

| FBKS City Council Seat C | | COF | |
|--------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 30/285 | 10.5 % |
| Total Votes | | 19 | |
| Bernard Gatewood | | 18 | 94.74% |
| Write-in Votes | | 1 | 5.26% |

| FBKS City Council Seat D | | COF | |
|--------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 30/285 | 10.5 % |
| Total Votes | | 22 | |
| Jim Matherly | | 21 | 95.45% |
| Write-in Votes | | 1 | 4.55% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|--|--------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | | 30/285 | 10.5 % |
| Total Votes | | 28 | |
| YES | | 25 | 89.29% |
| NO | | 3 | 10.71% |

Election Summary Report
2013 Regular Election
October 1, 2013

Date:10/16/13
 Time:11:01:53
 Page:1 of 1

Summary For Absentee, All Counters, City of Fairbanks
Unofficial

Registered Voters 68043 - Cards Cast 2949 4.33%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|-----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 243/20359 | | 1.2 % |
| Total Votes | | 237 | |
| Vivian Stiver | | 117 | 49.37% |
| John Eberhart | | 120 | 50.63% |
| Write-in Votes | | 0 | 0.00% |

| FBKS City Council Seat C | | COF | |
|--------------------------|-----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 243/20359 | | 1.2 % |
| Total Votes | | 195 | |
| Bernard Gatewood | | 191 | 97.95% |
| Write-in Votes | | 4 | 2.05% |

| FBKS City Council Seat D | | COF | |
|--------------------------|-----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 243/20359 | | 1.2 % |
| Total Votes | | 197 | |
| Jim Matherly | | 194 | 98.48% |
| Write-in Votes | | 3 | 1.52% |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|-----------|-------|---------|
| | | Total | |
| Number of Precincts | | 1 | |
| Precincts Reporting | | 1 | 100.0 % |
| Times Counted | 243/20359 | | 1.2 % |
| Total Votes | | 236 | |
| YES | | 229 | 97.03% |
| NO | | 7 | 2.97% |

Election Summary Report
2013 Regular Election
October 1, 2013

Date:10/16/13
 Time:11:01:53
 Page:1 of 1

Summary For Question, All Counters, City of Fairbanks
Unofficial

Registered Voters 68043 - Cards Cast 2949 4.33%

Num. Report Precinct 1 - Num. Reporting 1 100.00%

| FBKS City Mayor | | COF | |
|---------------------|----------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 67/20359 | 0.3 % | |
| Total Votes | 65 | | |
| Vivian Stiver | 23 | 35.38% | |
| John Eberhart | 42 | 64.62% | |
| Write-in Votes | 0 | 0.00% | |

| FBKS City Council Seat C | | COF | |
|--------------------------|----------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 67/20359 | 0.3 % | |
| Total Votes | 45 | | |
| Bernard Gatewood | 43 | 95.56% | |
| Write-in Votes | 2 | 4.44% | |

| FBKS City Council Seat D | | COF | |
|--------------------------|----------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 67/20359 | 0.3 % | |
| Total Votes | 51 | | |
| Jim Matherly | 49 | 96.08% | |
| Write-in Votes | 2 | 3.92% | |

| FBKS Proposition A (Charter Change) | | COF | |
|-------------------------------------|----------|---------|--|
| | Total | | |
| Number of Precincts | 1 | | |
| Precincts Reporting | 1 | 100.0 % | |
| Times Counted | 67/20359 | 0.3 % | |
| Total Votes | 61 | | |
| YES | 57 | 93.44% | |
| NO | 4 | 6.56% | |

RESOLUTION NO. 4589

**A RESOLUTION RE-DESIGNATING CHECK SIGNING AUTHORITY
FOR BANKING AND INVESTMENT ACCOUNTS
OF THE CITY OF FAIRBANKS, ALASKA**

WHEREAS, A change in elected officials has made it necessary to re-designate check signing authority.

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

Section 1 That any two of the following named individuals shall be designated as authorized signatories for the City of Fairbanks accounts maintained at Mt. McKinley Bank:

| | |
|--------------------|-----------------------------------|
| John Eberhart | Mayor |
| James N. Soileau | Chief Financial Officer/Treasurer |
| Patrick B. Cole | Chief of Staff |
| Paul J. Ewers | City Attorney |
| Antonio C. Shumate | HR/Purchasing/Risk Manager |

Section 2 That any two of the following named individuals shall be designated as authorized signatories for the Key Trust City of Fairbanks AML Investment Pool Accounts:

| | |
|--------------------|-----------------------------------|
| John Eberhart | Mayor |
| James N. Soileau | Chief Financial Officer/Treasurer |
| Patrick B. Cole | Chief of Staff |
| Paul J. Ewers | City Attorney |
| Antonio C. Shumate | HR/Purchasing/Risk Manager |

Section 3 That any two of the following named individuals shall be designated as authorized signatories for the Key Trust City of Fairbanks Permanent Fund Account:

| | |
|--------------------|-----------------------------------|
| John Eberhart | Mayor |
| James N. Soileau | Chief Financial Officer/Treasurer |
| Patrick B. Cole | Chief of Staff |
| Paul J. Ewers | City Attorney |
| Antonio C. Shumate | HR/Purchasing/Risk Manager |

Section 4 That any two of the following named individuals shall be designated as authorized signatories for the Northrim Bank City of Fairbanks Account:

| | |
|------------------|-----------------------------------|
| John Eberhart | Mayor |
| James N. Soileau | Chief Financial Officer/Treasurer |
| Patrick B. Cole | Chief of Staff |
| Paul J. Ewers | City Attorney |

Section 5 That the Chief Financial Officer is directed to file a copy of this Resolution in the business offices of each referenced company.

Section 6 That the effective date of this Resolution shall be.

John Eberhart, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

Introduced by: Mayor John Eberhart
Finance Committee Review: October 15, 2013
Date: October 21, 2013

RESOLUTION NO. 4590

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT FUNDS FROM THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT UNDER THE FFY2013 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the Fairbanks City Council wishes to upgrade and modernize its response capabilities for Homeland Security as well as natural disaster preparedness needs; and

WHEREAS, the City of Fairbanks wishes to accept a grant in the amount of **\$431,749.00** under the State Homeland Security Program for Alaska Shield Exercise (\$152,222.00), Alaska Shield Travel (\$3,417.00), Network Wi-Fi System (\$107,180.00), Multi-Gas Monitors (\$30,000.00), Rescue Equipment (\$98,930.00), and Seismic Vulnerability Assessment (\$40,000.00); and

WHEREAS, this program does not require a match;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor is authorized to execute any and all documents required for accepting funds and requesting adjustments on behalf of the City for this project.

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER 2013.

John Eberhart, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4590

Abbreviated Title: FY2013 HOMELAND SECURITY GRANT PROGRAM

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? \$2,500 per year

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:

| ESTIMATED EXPENDITURES | 2013 | 2014 | 2015 | Beyond | Total |
|-------------------------|-----------------|------------------|------------|------------|------------------|
| Personnel Wages (OT) | | \$75,778 | | | \$75,778 |
| Personnel Benefits (OT) | | \$46,444 | | | \$46,444 |
| Supplies | | | | | \$0 |
| Contractual | \$40,000 | \$30,000 | | | \$70,000 |
| Equipment | | \$236,110 | | | \$236,110 |
| Administration | | | | | \$0 |
| Travel | | \$3,417 | | | \$3,417 |
| TOTAL | \$40,000 | \$391,749 | \$0 | \$0 | \$431,749 |

| ESTIMATED FUNDING SOURCES | 2013 | 2014 | 2015 | Beyond | Total |
|---------------------------|-----------------|------------------|------------|------------|------------------|
| General Fund | | | | | \$0 |
| Capital Fund | | | | | \$0 |
| Federal Grant | \$40,000 | \$391,749 | | | \$431,749 |
| State Grant | | | | | \$0 |
| Local Contract | | | | | \$0 |
| Cash Match | | | | | \$0 |
| In-Kind Match | | | | | \$0 |
| Other | | | | | \$0 |
| TOTAL | \$40,000 | \$391,749 | \$0 | \$0 | \$431,749 |

Reviewed by Finance Department:

Initial mb

Date 10/8/2013

Introduced by: Council Member Gatewood
Introduced: October 21, 2013

RESOLUTION NO. 4591

A RESOLUTION SUPPORTING LABELING REQUIREMENTS FOR ALL FOOD PRODUCTS CONTAINING GENETICALLY MODIFIED ORGANISM CONTENT

WHEREAS, concern over genetically modified organisms (GMO) has been raised by many citizens and was the subject of a resolution by the Fairbanks North Star Borough (Resolution No. 2013-26); and

WHEREAS, it appears that the number of basic foods available in local and national food markets that contain GMO content is increasing; and

WHEREAS, the long-term health effects of foods with GMO content is not known; and

WHEREAS, consumers should be able to make informed choices regarding the food that they purchase; and

WHEREAS, labeling requirements for all food products containing GMO content will allow consumers to make such informed choices,

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council encourages the Food and Drug Administration and our state legislature to enact rules requiring labeling of foods that have genetically modified organism content.

PASSED AND APPROVED THIS 21st DAY OF OCTOBER 2013.

JOHN EBERHART, MAYOR

AYES:
NAYS:
APPROVED:
ATTEST:

APPROVED AS TO FORM

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

Introduced by: Mayor Cleworth
Introduced: October 21, 2013

RESOLUTION NO. 4592

A RESOLUTION AMENDING THE CITY SCHEDULE OF FEES AND CHARGES FOR SERVICE, ADJUSTING COSTS TO CONDUCT CRIMINAL HISTORY CHECKS FOR MASSAGE PRACTITIONER AND PRIVATE DETECTIVE APPLICANTS AND ELIMINATE FEES FOR SECURITY GUARDS

WHEREAS, the City *Schedule of Fees and Charges for Services* was enacted in 2008 by Ordinance No. 5744 and has been amended by resolution on several occasions since that time; and

WHEREAS, the Council passed Ordinance No. 5931 and No. 5932, which amended the requirements for criminal history reports for Massage Practitioner and Private Detective applicants and approved a change in the fee structure to cover the cost of criminal history reports; and

WHEREAS, the City no longer licenses Security Guards (Ordinance No. 5923 repealed the code sections regarding the licensing of Security Guards),

NOW, THEREFORE, BE IT RESOLVED by the City Council to approve the attached amended version of the *Schedule of Fees and Charges for Services* to amend the fee for Massage Practitioner and Private Detective Licenses and to delete the fee for Security Guard Licenses.

PASSED and APPROVED this 21st day of October 2013.

JOHN EBERHART, MAYOR

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

JANEY HOVENDEN, CMC, City Clerk

PAUL J. EWERS, City Attorney

City of Fairbanks Fee Schedule

As of Resolution 4592 - Effective October 21, 2013

| Category | Code Sec. | Topic | Resolution 4592 | Current Fee | Unit |
|---------------------|--------------------|---|-----------------|---|---|
| Occupational | 14-35 | Security Guard Company license | | \$ 100.00 | One time Application; non refundable |
| | | | | \$ 400.00 | Two Year License - entity |
| | 14-37 | Security Guard Bond | | | Proof of adequate insurance to City Attorney |
| | 14-123 | Private Detective | Each Time | \$ 100.00 | One time Application Fee ; non-refundable |
| | 14-129 | | | \$ 400.00 | Two Year License |
| | 14-131 | | | \$ 10,000.00 | Bond |
| | | | | \$ 20,000.00 | Out of state not registered in at least two other states |
| | 14-256 | Massage Practitioner | Each Time | \$ 100.00 | One time Application Fee ; non refundable; ea pers |
| | | | | \$ 200.00 | 2 year license - each person |
| | 14-294 | Plumber/mechanical Contractor | | | |
| | | Master Plumber | | \$ 200.00 | Non refundable application & Exam Fee |
| | | | | \$ 200.00 | 3 year license - each applicant |
| | | Journeyman | | \$ 100.00 | Non refundable application & Exam Fee |
| | | | | \$ 200.00 | 3 year license - each applicant |
| | 14-433 | Master Operator's License | | \$ 250.00 | 2 Year license - entity |
| | 14-361 | Commercial Refuse | | \$ 2,000.00 | 2 Year license - entity |
| | 14-502 | Gaming Establishment | | \$ 100.00 | One time Application; non refundable, entity & each employee or agent |
| | | | | \$ 2,000.00 | Two year license |
| | 86-51 | Commercial Transport Vehicle Company | | \$ 100.00 | One time Application; non refundable |
| | | | | \$ 400.00 | Two year license fee - entity |
| | | | \$ 200.00 | Per Car lic; 2 years (\$100 vehicle transfer fee) | |
| 86-55 | | | \$ 100.00 | Transfer fee - car or entity | |
| 86-80 | Chauffeurs License | | \$ 75.00 | Each time App Fee; non refundable | |
| | | | \$ 100.00 | 2 year license - each driver | |

City of Fairbanks



MEMORANDUM

To: City Council Members
From: John Eberhart, City Mayor
Subject: Request for Concurrence – Public Safety Commission
Date: October 14, 2013

Fairbanks General Code Section 2-473(b) states that “One city council member shall be a non-voting member” of the Public Safety Commission. In Section 2-474(b) it states that “The city council member shall be nominated by the mayor, confirmed by the city council, and shall serve at the pleasure of the city council.”

In order to fill the vacancy of Seat A (formerly held by John Eberhart), I hereby request your concurrence to the appointment of the following City Council member to the Public Safety Commission:

Ms. Renee Staley

Term to Expire: with public office


Thank you.

DDS/

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jerry Cleworth, City Mayor 
Subject: Request for Concurrence – Bed Tax Discretionary Fund Committee
Date: October 11, 2013

One member of the Committee, Darryl Lewis, is relocating out of state and will not be returning. In order to fill the vacancy of Seat D on the Bed Tax Discretionary Fund Committee, I hereby request your concurrence to the appointment of the following citizen:

Ms. Randi Carnahan – permanent member Term to Expire: June 30, 2015

Ms. Carnahan's application is attached.

Thank you.

DDS/



CITY OF FAIRBANKS
 Office of the City Clerk
 800 Cushman Street
 Fairbanks, Alaska 99701-4615
 Office: 907 459-6774
jjhovenden@ci.fairbanks.ak.us

**BOARDS AND COMMISSIONS
 APPLICATION FORM**

DATE: 10/11/13
 NAME: Randi Caenahan
 BOARD: Bed Tax Discretionary

The information provided below will be made available to the public. The Clerk's Office will provide a mailing address, at least one phone contact, and an e-mail address, so please indicate your preferred method of contact with the public by placing a check mark in the appropriate box(es).

RESIDENCE ADDRESS: 70 Pepperdine Drive, Fbks. AK 99709

MAILING ADDRESS: SAME

BUSINESS ADDRESS: _____

CELL PHONE: (907) 590-1166

WORK PHONE: (907) 590-1166

HOME PHONE: (907) 479-3329

E-MAIL: Randi.Caenahan907@gmail.com

Statement of Interest:

I have always been interested in the Bed Tax Discretionary committee, having applied for these ends myself. It would be an honor to serve on it.

Brief Personal Biography (or attach resume):

Fairbanks resident since 1971. Worked in the local visitor industry for 15 years. And served as Exec. Director of the Tanana Valley State Fair Association for 7 years. Currently a licensed Realtor.

Professional Licenses/Training:

Nonprofit mgmt. certification w/ Foraker Group.
 State of AK Real Estate License.

Please return this application to the City Clerk's Office.

FOR INTERNAL USE ONLY

| Date Seated on Board | Date of Resolution or Council Action | Term Dates |
|----------------------|--------------------------------------|------------|
| | | |

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jerry Cleworth, City Mayor *JC*
Subject: Request for Concurrence – Commission on Historic Preservation
Date: October 15, 2013

Mr. Jim Allan holds one of the three seats the City is entitled to on the FNSB Commission on Historic Preservation. Mr. Allan's term will expire on December 31, 2013 and he wishes to continue his service on the Commission.

I hereby request your concurrence to the **re-appointment** of the following citizen:

Mr. Jim Allan

Term to Expire: December 31, 2016

Thank you.

DDS/