



FAIRBANKS CITY COUNCIL
AGENDA NO. 2011-04
REGULAR MEETING February 28, 2011
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

REGULAR MEETING

I 7:00 P.M.

1. ROLL CALL

2. INVOCATION

3. FLAG SALUTATION

4. CITIZENS COMMENTS, oral communications to Council on any item not up for Public Hearing. Testimony is limited to five (5) minutes. Any person wishing to speak needs to complete the register located in the hallway. Normal standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, kindly silence all cell phone, electronic and messaging devices.

5. APPROVAL OF AGENDA AND CONSENT AGENDA

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

6. APPROVAL OF PREVIOUS MINUTES

*a) Regular Meeting Minutes of January 24, 2011.

7. SPECIAL ORDERS

8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

- a) Ordinance No. 5831 – An Ordinance to Revise FGC Section 10-401, Adopting the 2009 International Residential Code with Amendments, and Setting an Effective Date. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 5832 – An Ordinance to Amend FGC Section 10-456, by Adopting the 2009 International Energy Conservation Code with Amendments, and Setting an Effective Date. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.

10. NEW BUSINESS

- *a) Resolution No. 4460 – A Resolution Authorizing the Application for a Loan to Make Improvements to the Wastewater Treatment Plant to be Repaid by Golden Heart Utilities. Introduced by Mayor Cleworth.
- *b) Resolution No. 4461 – A Resolution Authorizing the City of Fairbanks to Accept Additional Funds from the Alaska Division of Homeland Security and Emergency Management Under the FY2008 Homeland Security Grant Program for a Total of \$66,756.06. Introduced by Mayor Cleworth.
- *c) Ordinance No. 5833 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the AFL-CIO Crafts Bargaining Unit, and Setting an Effective Date. Introduced by Mayor Cleworth.
- *d) Ordinance No. 5834 – An Ordinance to Amend FGC Sections 10-66 and 10-67, Adopting the 2009 International Building Code with Amendments, and Setting an Effective Date. Introduced by Mayor Cleworth.
- *e) Ordinance No. 5835 – An Ordinance to Amend FGC Sections 30-31 and 30-32, Adopting the 2009 International Fire Code with Amendments, and Setting an Effective Date. Introduced by Mayor Cleworth.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports

12. COMMUNICATIONS TO COUNCIL

- *a) Mayor's Memorandum Regarding Negotiations for New Collective Bargaining Agreement with Fairbanks Firefighters Association.

13. COUNCIL MEMBERS' COMMENTS
14. CITY ATTORNEY'S REPORT
15. CITY CLERK'S REPORT
16. EXECUTIVE SESSION: PSEA Labor Negotiations
17. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, JANUARY 24, 2011
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: Vivian Stiver, Seat A - telephonic
Chad Roberts, Seat B
Bernard Gatewood, Seat C
John Eberhart, Seat D
Emily Bratcher, Seat E
Jim Matherly, Seat F

Absent: None

Also Present: Warren Cummings, Fire Chief
Paul Ewers, City Attorney
Janey Hovenden, City Clerk
Michael Schmetzer, City Engineer
Ryan Rickels, IT Director
Tony C. Shumate, Director Personnel/Purchasing/RM
Laren Zager, Police Chief

INVOCATION

The Invocation was given by City Clerk Janey Hovenden.

FLAG SALUTATION

Mayor Cleworth led the Flag Salutation.

CITIZEN'S COMMENTS

Tim Sovde, 402 Bonnifield, Fairbanks. Mr. Sovde spoke about the discussions had during the January 10, 2011 Council meeting, FNSB Ordinances 2010-56 and 2010-55, and the failed ordinance put forward by the Borough regarding a road standard policy.

Lisa Peger, 3873 Peger Rd., Fairbanks. Ms. Peger thanked the Council for the savings to the City with the installation of the LED lights. She also spoke about potential energy savings through Nanotech Energy Solutions.

Pamela Samash, 1617 Bridgewater Rd., Fairbanks. Ms. Samash spoke about the safety of the community; specifically, frequent accidents in problematic intersections. She also asked the Council to look closely at the fluoride issue and consider removing fluoride.

David McIsaac, 511 Ketchikan Ave., Fairbanks. Mr. McIsaac spoke in favor of Resolution 4454 and spoke against FNSB Ordinance 2010-56. He asked the Council to support FNSB Ordinance 2010-55.

Mike Prax, 1015 Meadow Rue, North Pole. Mr. Prax spoke in favor of Resolution 4454 and against FNSB Ordinance 2010-56.

Corwin Bassett, 515 Iditarod Ave., Fairbanks. Mr. Bassett spoke in favor of Resolution 4454.

Ryan Tufford, 543 Baranof St., Fairbanks. Mr. Tufford spoke in favor of Resolution 4454.

Logan Schiler, Mile 57, Richardson Hwy. Mr. Schiler spoke in favor of Resolution 4454.

Tell Burger, 864 Sirlin Drive, North Pole. Mr. Burger spoke in favor of Resolution 4454 and spoke against FNSB Ordinance 2010-56.

David Pruhs, 520 11th Avenue, Fairbanks. Mr. Pruhs shared that he is an appointed planning commissioner representing the City of Fairbanks. He spoke in support of Resolution 4454 and spoke about the process that the Planning Commission underwent while reviewing/drafting FNSB Ordinance Nos. 2010-56 and 2010-55. He indicated that he is not in support of 2010-56.

David van den Berg, 410 Cushman Street, Fairbanks. Mr. van den Berg shared his opinion that the Council speaks inconsistently. He spoke about FNSB Ordinance 2010-09, an Ordinance which was supported by the City Council, through a resolution.

Victor Buberger, PO Box 58192, Fairbanks. Mr. Buberger spoke about roundabouts, heavy traffic areas, and relaxing chauffeur license requirements.

APPROVAL OF AGENDA AND CONSENT AGENDA

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

Ms. Bratcher, pulled Resolution No. 4454 from the 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 below-referenced Liquor License Applications for Transfer.

Transfer of Ownership and Name Change:

Type: Beverage Dispensary
License: **Drop Inn Lounge, # 328**
Licensee/Applicant: N & P Enterprises, LLC
Physical Location 1420 Cushman Street
Current DBA: Drop In/El Sombrero, #328
Licensee: Foxx Inc.
Location: 1420 Cushman Street

Mr. Eberhart, seconded by **Mr. Roberts**, moved to WAIVE Protest.

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

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

b) The Fairbanks City Council, Sitting as a Committee of the Whole, heard interested citizens concerned with the below-referenced Liquor License Application(s) for renewal.

Lic #	Establishment Name	License Type	Premise Location	Owner Name
725	Midnite Mine	Bev. Dispensary	308 Wendell Ave	Borealis Investments
1047	Silver Spur	Bev. Dispensary	285 Romans Way	Jacobson Brothers Inc
3282	Sam's Club #6603	Package Store	48 College Road	Sam's West Inc
3687	Thai House Restaurant	Rest/Eating Place	412 Fifth Ave.	Chalermpon Boonprasert
4464	Fred Meyer #224	Package Store	930 Old Steese Hwy	Fred Meyer Stores Inc
4547	Chili's Grill & Bar	Bev. Dispensary	506 Merhar Ave.	Duke Investments LLC
4763	Bobby's Downtown	Bev. Dispensary	609 Second Ave	Delta Epsilon Inc
2982	Carlson Community Ctr	Recreational Site	2010 Second Ave	SMG of Alaska Inc
336	Eagles F.O.E #1037	Club	2001 First Ave.	Frat Order of Eagles 1037
4507	Miguel's Restaurant	Bev. Dispensary	1235 Airport Way Ste 1	Miguel's LLC
3020	American Leg. Post 57	Club	1634 Cushman St	American Legion Post #57
2512	2 Go Mart #114	Package Store	2110 Peger Rd	Tesoro Northstore
4216	2 Go Mart #115	Package Store	99 College Rd	Tesoro Northstore
4565	2 Go Tesoro	Package Store	3569 S Cushman	Tesoro Northstore

Mr. Eberhart, seconded by **Ms. Bratcher**, moved to WAIVE Protest for all above referenced renewals, except Silver Spur and Eagles F.O.E. #1037.

Mayor Cleworth called for Public Testimony.

David Pruhs commented on the past due taxes owed by the Eagles. He stated that he is the new Treasurer and that the Fraternal Order of Eagles no longer wants a liquor license. He asked the Council to deny the request for renewal.

Mayor Cleworth, hearing no additional speakers, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST, AS FOLLOWS:

YEAS: Gatewood, Roberts, Eberhart, Matherly, Stiver, Bratcher

NAYS: None

Mayor Cleworth declared the MOTION CARRIED.

Mr. Roberts, seconded by **Mr. Matherly**, moved to PROTEST the Request for Renewals for Silver Spur and Eagles F.O.E. #1037 until Back Taxes are Paid in Full.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO PROTEST, AS FOLLOWS:

YEAS: Matherly, Bratcher, Roberts, Stiver, Gatewood, Eberhart

NAYS: None

Mayor Cleworth declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Cleworth stated that the City is working on a new design of the Old Steese Hwy at Trainer Gate Road. He indicated that meetings with residents are scheduled to discuss roundabouts and speed humps. **Mayor Cleworth** indicated that Helmricks Road is maintained by the businesses that are in the area and that the street is not owned or maintained by the City. He did state that discussions with the area owners would begin so that the traffic issues can be addressed. **Mayor Cleworth** stated that FNSB Ordinance 2010-09 would go before the Borough on Thursday. **Mayor Cleworth** stated that the City would be looking at the amortization of the City's bonds regarding the downtown transportation center. He explained that the City has two debts: one is on the police station with the bonds retiring in 2014, and the second is the parking structure with an amortization schedule. He indicated that paying down the bonds costs the City about \$200,000 a year. He stated that the bonds could be paid off early with a \$200,000 yearly savings. He stated that the Finance Committee would review that and submit its findings to the Council. **Mayor Cleworth** shared that the interior does not have a unified energy plan. He indicated that one should be drafted and submitted to the legislature for funding. He stated that FEDCO is looking at plans and that the Council needs to join with the Borough to inform the legislature that the interior has short term energy cost problems and that solutions are needed.

UNFINISHED BUSINESS

- a) ORDINANCE NO. 5827 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547, and Setting an Effective Date. Introduced by Mayor Cleworth. SECOND READING AND PUBLIC HEARING.

Mr. Roberts, seconded by **Mr. Gatewood**, moved to ADOPT Ordinance No. 5827.

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

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

NEW BUSINESS

- a) RESOLUTION NO. 4454 – A Resolution Expressing Concerns about FNSB Ordinance 2010-56 and Amendments to Title 18 of the Borough Code of Ordinances. Introduced by MAYOR CLEWORTH.

Mr. Matherly, seconded by **Ms. Bratcher**, moved to APPROVE Resolution No. 4454.

Ms. Bratcher spoke to appeal rights, extending the 12 month grace period, and change permits.

Mayor Cleworth explained the grandfather structure and the appeal process.

Mr. Roberts shared his support for the resolution and thanked Mr. Pruhs for his input.

A ROLL CALL VOTE WAS TAKEN, ON THE MOTION TO APPROVE RESOLUTION NO. 4454, AS FOLLOWS:

YEAS: Stiver, Matherly, Gatewood, Bratcher, Eberhart, Roberts

NAYS: None

Mayor Cleworth declared the MOTION CARRIED and RESOLUTION NO. 4454 APPROVED.

- b) RESOLUTION NO. 4455 – A Resolution Authorizing the City of Fairbanks to Request Funds from the Department of Homeland Security U.S. Fire Administration Assistance to Firefighters Grant Program for the 2010 Fire Prevention and Safety Grant in an Amount of \$50,000. Introduced by MAYOR CLEWORTH.

PASSED and APPROVED on the CONSENT AGENDA.

- c) ORDINANCE NO. 5828 – An Ordinance to Amend FGC Section 46-5 Disposal of Firearms Held as Evidence. Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

- d) ORDINANCE NO. 5829 – An Ordinance to Amend FGC Sections 10-276 and 10-277, Adopting the 2011 National Electrical Code with Local Amendments, and Setting an Effective Date. Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

- e) ORDINANCE NO. 5830 – An Ordinance to Amend FGC Sections 10-136 and 10-137, Adopting the 2009 Uniform Plumbing Code with Amendments, and Setting an Effective Date. Introduced by Mayor Cleworth.

ADVANCED on the CONSENT AGENDA.

DISCUSSION ITEMS

- a) Committee Reports

Public Safety Commission. **Mr. Eberhart** reported on the recent meeting; including programs for inebriates, the Community Service Patrol, a damp shelter, a housing-first project, ISO ratings, and the usual police and fire reports.

Fairbanks Convention and Visitor's Bureau. **Ms. Bratcher** reported on the recent meeting; including new members, an independent travel report, a busy 2011 schedule, and downtown tourist drops.

FMATS Policy Committee. **Mr. Roberts** reported on the recent meeting; including the allocation of \$5 million from the legislature to FMATS.

Fairbanks Parking Authority. **Mr. Matherly** reported on the recent meeting: including parking issues and the role that the FPA plays.

COMMUNICATIONS TO COUNCIL

- a) Presentation by City Engineer on Signature Street Concept and Street Repairs for 2011.

Michael Schmetzer provided a report on City street repairs scheduled for 2011 and the new signature street concept.

COUNCIL MEMBERS' COMMENTS

Ms. Stiver spoke to the Borough's ordinance and the City's consistent position in that the process should be voluntary. **Ms. Stiver** spoke to the zoning issue before the Borough, encouraging folks to support the City's resolution.

Mr. Matherly thanked Mr. Schmetzer for his report.

Ms. Bratcher spoke about the recent events in support of the Arctic Winter Games bid. She shared her support for the "Local First" campaign and encouraged folks to attend and support.

Ms. Bratcher indicated that the zoning and land-use issues are important and the Council should respect the opinions of the specialists. **Ms. Bratcher** stated that she would not be available for March 7, 2011 meeting and asked to be excused.

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

Mr. Eberhart thanked Mr. Schmetzer for his detailed report. **Mr. Eberhart** reiterated the Mayor's concerns about energy costs in Fairbanks and expressed his support for an energy plan for the interior. He thanked the lobbyists for their reports.

Mr. Gatewood spoke about the FCVB meeting, the upcoming Heart Walk, the MLK Program, and Vision Fairbanks. **Mr. Gatewood** repeated his support of Vision Fairbanks. He indicated that parts of the Plan may not be workable or doable, but that he does support the Plan in general.

Mr. Roberts expressed his support for creating an energy plan for the interior. He expressed his disappointment in the announcement that the Princess Hotel would not be bringing the tourists to the downtown area.

Mr. Gatewood, seconded by **Mr. Matherly**, moved to go into Executive Session for the purpose of discussing Labor Negotiations.

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

Mayor Cleworth called for a ten minute recess.

EXECUTIVE SESSION

a) Labor Contract Negotiations

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

ADJOURNMENT

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

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

Mayor Cleworth declared the Meeting adjourned at 9:15 p.m.

JERRY CLEWORTH, MAYOR

ATTEST:

JANEY HOVENDEN, CMC, CITY CLERK

Transcribed by: DO

ORDINANCE NO. 5831

**AN ORDINANCE TO REVISE FGC SECTION 10-401, ADOPTING THE
2009 INTERNATIONAL RESIDENTIAL CODE WITH AMENDMENTS,
AND SETTING AN EFFECTIVE DATE**

WHEREAS, the Building Code Review and Appeals Commission has reviewed the 2009 International Residential Code and the amendments thereto; and

WHEREAS, the City Council now desires to accept the recommendations of the Building Code Review and Appeals Commission,

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, AS FOLLOWS:

Section 1. FGC Sec. 10-401 is repealed and re-enacted as follows:

Sec. 10-401. Adopted; amendments.

The 2009 International Residential Code is hereby adopted.

The 2009 International Residential Code is hereby amended as follows:

Chapter 1 Administration

Delete the following sections: R103 and R104.10.1, and refer to the Administrative Code for the City of Fairbanks.

Section R105.2 Work exempt from permit. Amend this section by deleting items 1, 2 and 10 and replace as follows: Further amend this section by adding the following item #11.

1. One story detached structures used as garages, tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet. Separate permits are required for any electrical, plumbing or mechanical work.

2. Fences.

10. Uncovered Decks which are constructed not more than 30 inches above grade at any point.

11. Replacement of exterior siding, doors and windows; excluding required egress windows.

Section R105.3.1.1 Determination of substantially improved or substantially damaged existing buildings in flood hazard areas. Delete this section in its entirety and refer to Title 15 Fairbanks North Star Borough Flood Plain Management Regulations.

Section R106.1.3 Information for construction in flood hazard areas. Delete this section in its entirety and refer to Title 15 Fairbanks North Star Borough Flood Plain Management Regulations.

Section R107.1 General. Revise this section by amending the second sentence to read as follows:

Such permits shall be limited as to time of service, but shall not be permitted for more than 360 days.

Section R108 Fees. Delete this section in its entirety and replace with the City of Fairbanks Administrative Code.

Section R109 Inspections. Delete this section in its entirety and replace with the City of Fairbanks Administrative Code.

Section R112.2.1 Determination of substantial improvement in areas prone to flooding. Delete this section in its entirety and refer to the Title 15 Fairbanks North Star Borough Flood Plain Management Regulations.

Section R 112.2.2 Criteria for issuance of a variance for areas prone to flooding. Delete this section and refer to Title 15 Fairbanks North Star Borough Flood Plain management Regulations.

Chapter 2 Definitions

Amend section R202 Definitions by adding the following definition:

Duplex Dwelling Unit. Buildings which contain not more than two dwelling units which are not otherwise distinguished or separated by a recorded lot line.

Amend Section R202 Definitions Townhouse by the deleting the definition and replace as follows:

Townhouse. A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides. Each townhouse shall be considered a separate building as recognized by a recorded lot line between such units. Each townhouse unit shall be provided with separate water, sewer, heating, fuel gas and electrical services.

Table R301.2(1) Climatic and Geographic Design Criteria. Amend this table to read as follows

Table R301.2 Climatic and Geographic Design Criteria:

Roof Snow load:	50 psf
Wind speed:	90 mph
Seismic Design Category:	D1
Weathering:	Severe
Frost line depth:	42" below finished grade
Termite:	None to slight
Decay:	None to slight
Winter Design Temp.	- 47°
Flood Hazards:	Refer to FNSB Title 15

Section R301.2.2.1.1 Alternate determination of seismic design category.

Add the following sentence to the end of the paragraph to read as follows:

The seismic design category for the City Of Fairbanks shall be D1.

Section R301.2.4 Floodplain Construction. Delete this section in its entirety.

Table R301.5 Minimum Uniformly Distributed Live Loads. Amend this table by deleting the live load value of 30 psf live load for sleeping rooms and replace with 40 psf.

Section R302.2 Townhouses. Delete this section in its entirety and replace with the following.

Each townhouse shall be considered a separate building and shall be separated by fire-resistive wall assemblies meeting the requirements of section R302.1 for exterior walls. Each townhouse shall be protected from the adjacent dwelling unit by construction of independent one hour fire resistive exterior walls. The wall shall be rated for fire exposure on both sides. Plumbing, mechanical equipment, ducts or vents may be installed within independent one hour fire – resistive walls provided the openings are fire stopped as required by section 302.4. Electrical installations shall be installed in accordance with the National Electrical Code and shall be in accordance with section R302.4.

Exception 1.

A common 2- hour fire resistive rated wall is permitted provided such walls do not contain plumbing, mechanical equipment, ducts, or vents in the cavity of the common wall.

Exception 2.

A common 1- hour fire resistive rated wall is permitted provided such walls do not contain plumbing, mechanical equipment, ducts or vents in the cavity wall of the common wall and the townhouses are protected with an approved sprinkler system throughout.

Section R302.2.4 Structural Independence. Delete exception #5 of this section and replace as follows:

5. Townhouses separated by a common 2- hour fire- resistive wall as provided in section R302.2 as amended.

Section R302.3 Two – family dwellings. Revise the last sentence of exception #2 to read as follows:

The structural framing supporting the ceiling shall be protected by not less than 5/8 inch thick type X gypsum board or equivalent.

Section R302.5.1 Opening protection. Add the following sentence to this section:

Doors between the garage and residence shall be self-closing and latching. Doors shall be equipped with tight fitting smoke gasket seals installed along the top and sides of doors. A tight fitting threshold seal shall also be installed.

Table R302.6 Dwelling/Garage Separation. Amend this table as follows:

Revise all references in the table to ½ inch gypsum board and replace with 5/8 inch thick type X gypsum board.

Revise line two of the Material column to read as follows:

Not less than one layer 5/8 inch Type X gypsum board for nominal dimensional lumber or two layers of gypsum board as required by ICC report ESR 1336 or as required by other proprietary research reports for specific engineered I Joists which achieve a one hour rated assembly.

Section R303.1 Habitable Rooms (Light and Ventilation). Replace this section and the exceptions with the following:

All habitable rooms shall be provided with natural light by means of exterior glazed openings with an area of not less than 5 percent of the floor area of such rooms with a minimum area of 5 square feet, except that minimum egress requirements shall govern. Natural ventilation shall be provided by openings to the exterior of not less than 4 percent of the floor area of habitable rooms. Such openings shall be openable and readily controllable by the building occupants. In lieu of required exterior openings for natural ventilation, a mechanical ventilating system may be provided. Such system shall be capable of providing air changes in accordance with the 2009 IECC as adopted and amended.

Section R303.3 Bathrooms. Delete this section in its entirety, rename and replace with the following:

Section R303.3 Bathrooms and Kitchens. Bathrooms, water closet compartments and similar rooms shall have a mechanical ventilating system connected directly to the outside capable of providing five air changes per hour.

Moisture exhaust ducts shall be smooth and rigid. All moisture exhaust ducts located in an unconditioned space shall be insulated with a minimum R-11 and installed so as not to create low points where condensation may collect. All exhaust ducts shall be equipped with a back-draft damper.

Kitchens shall have mechanical exhaust ventilation provided directly above or immediately adjacent to the primary cooking appliance. All vents shall be connected directly to the exterior. A total exhaust ventilation rate for the structure shall be a minimum of 80 cfm per 1000 square feet of habitable floor space. All exhaust ducts shall be equipped with a back draft damper.

Structures of unusually tight construction containing fuel-burning appliances, including fireplaces and mechanically exhausted range-top cooking appliances shall be provided with supplemental supply air in accordance with the Mechanical Code. A draft activated damper allowing air to flow into the structure when depressurization exceeds 10 pascals may be installed within a supply air duct.

Section R309.3 Flood hazard areas. Delete this section and refer to Title 15 Fairbanks North Star Borough Flood Management Regulations

Section R310.1.1 Minimum opening area. Delete the exception.

Section R 313 Automatic Fire Sprinkler Systems. Delete this section in its entirety.

Section 315.1 Carbon Monoxide Alarms. Delete this section in its entirety and replace as follows:

For new construction, an approved carbon monoxide alarm shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages. Carbon monoxide detectors shall be listed and installed in accordance with their listing. Combination carbon monoxide/smoke detectors are acceptable provided they are installed in accordance with this section and section R314.3 for sleeping room locations.

Exceptions:

1. Carbon monoxide detectors are not required in dwelling units that have no combustion appliances and that do not have an attached garage.
2. Carbon monoxide detectors are not required in dwelling units that have only direct vent combustion appliances and that do not have an attached garage.

Section R315.1.1 Interconnection. Add new subsection to read as follows:

In new construction, carbon monoxide detectors shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual dwelling unit.

Section R315.1.2 Power source. Add new subsection to read as follows:

In new construction, carbon monoxide detectors shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery back-up. Wiring shall be permanent and without disconnecting switch other than those required for over-current protection. In existing construction, carbon monoxide detectors shall be permitted to be battery powered or cord-and-plug type with battery back-up.

Section R315.2 Where required in existing dwellings. Amend this section by adding the following exceptions:

Exceptions:

1. Work involving the exterior surfaces of dwellings, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck are exempt from the requirements of this section.
2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section.

Section R318 Protection against subterranean termites. Delete this section in its entirety.

Section R322. Flood – Resistant Construction. Delete this section in its entirety and refer to Title 15 Fairbanks North Star Borough Flood Plain Management Regulations

Section R323 Storm Shelters. Delete this section in its entirety.

Section R324 Moisture Vapor Retarders. Create a new section and title to read as follows:

Section R324.1 Moisture control

The building design shall not create conditions of accelerated deterioration from moisture condensation. All exterior wall, ceiling, roof and floor assemblies which enclose heated spaces and which are exposed to outdoor ambient temperatures shall be protected against water vapor transmission. Assemblies not otherwise of impermeable construction shall have installed, on the heated side of the insulation or air spaces, vapor retarders having a perm rating of 0.06 minimum (equivalent to 6 mils polyethylene sheeting) or other material approved by the Building Official. All seams shall be lapped a minimum of one stud or joist bay or sealed with an approved tape or sealant. All voids between joists and studs all be insulated and sealed in an approved manner.

Exceptions:

1. In construction where moisture or its freezing will not damage materials.

2. One-third of the total installed insulation may be installed on the warm side of approved vapor retarders.

Section R324.2 Crawl space moisture protection. Create a new sub section and title to read as follows:

Crawl space moisture protection.

Exposed earth in crawl space foundations shall be covered with a continuous vapor retarder. All joints of the vapor retarder shall be overlapped by 6 inches or shall be sealed or taped in approved manner. The edges of the vapor retarder shall either extend over the concrete footing and secured in approved manner.

Section R401.3 Drainage. Delete the section and the exception and replace with the following:

Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection so as to not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The grade shall be sloped a minimum of 2% within the first 10 feet. It shall be the responsibility of the owner or contractor to assure that discharge of roof and surface runoff is disposed of without affecting the adjacent property. Surface drainage across lot lines is prohibited.

Section R403.1 General. Delete the reference to “wood foundations” in the first sentence and add the following sentence to the end of the section to read as follows:

Wood footings shall be designed and stamped by a registered engineer licensed in the State of Alaska.

Section R 403.1.1 Minimum size. Delete this section in its entirety and replace as follows:

The footing width shall be based on the load- bearing value of the soil in accordance with Table R401.4.1. All footing and foundation systems shall comply with standard foundations details (SFD1-SFD8). In no case shall the minimum size for concrete and masonry footings be less than 1'-4". The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with table R401.4.1.

Table R403.1 Minimum width of concrete or masonry footings. Delete the table in its entirety and reference standard foundation details (SFD1-SFD8).

Section R403.1.3 Seismic reinforcing. Delete this section in its entirety and replace as follows:

Seismic reinforcing shall be provided in accordance with standard foundation details SFD1 though SFD8 unless reinforcing is specifically designed by a

registered engineer licensed by the State of Alaska. Bottom reinforcement shall be located a minimum of 3 inches clear from the bottom of the footing.

Section R403.1.3.1 Foundations with stemwalls. Delete this section in its entirety and replace as follows:

Foundations with stemwalls shall have installed a minimum of two #4 bars within 6 inches of the top of the wall and one #4 bar located 3 inches to 4 inches above the top of the footing. All reinforcing steel shall comply with standard foundation details SFD1- SFD8 unless specifically designed and stamped by a registered engineer licensed by the State of Alaska.

Section R403.1.3.2 Slabs-on- ground with turned-down footings. Delete this section and the exception in its entirety and replace as follows:

Slabs-on- ground with turned-down footings shall be designed and stamped by an engineer licensed by the State of Alaska. Insulation for such slabs and footings shall be in accordance with section 403.3, figure 403.3(1) and table R403.3(1).

Section R403.1.4 Minimum depth. Delete this section in its entirety and replace as follows:

All exterior footings shall be placed at least 42 inches below finished grade unless the foundation system is designed by a registered engineer licensed by the State of Alaska. Where applicable the depth of footings shall also conform to sections R403.1.4.1 through R403.1.4.2.

Exception:

1. Non habitable detached single story accessory structures less than 480 square feet.

Section R403.1.4.1 Frost protection. Amend this section by deleting the exceptions and replace as follows:

Exceptions:

1. Protection of non-habitable freestanding accessory single story structures with an area of 480 square feet or less shall not be required.
2. Decks not covered with a roof and decks which are not more than 30 inches above grade at any point need not be provided with footings that extend below the frost line.

Section R403.2 Footings for wood foundations. Delete this section in its entirety including references to figures R403.1(2) and R403.1(3) and replace as follows:

Wood foundations shall comply with standard foundation details SFD3 and SFD6 or the wood foundation system shall be specifically designed and stamped by a registered engineer licensed by the State of Alaska.

Section R403.3 Frost protected shallow foundations. Delete the first sentence and replace with the following:

Frost protected shallow foundations shall be designed and stamped by an engineer licensed in the State of Alaska. The design must be in constructed in accordance with Sections R403.3.1 thru R403.3.3, including Figures R403.3(1), R403.3(3) or R403.3(4) and Table R403.3 (1).

Section R403.3.3 Drainage. Delete this section in its entirety and replace with the following:

Final site drainage shall be in accordance with Section R401.3

Section R403.3.4 Termite damage. Delete this section in its entirety.

Section R403.4.1 Crushed stone footings. Delete this section in its entirety.

Table R403.4 Minimum Depth of Crushed Stone footings. Delete this table in its entirety.

Section R404.1.1 Masonry foundation walls. Delete this section in its entirety and all references to tables R404.1.1(1), R404.1.1(2), R404.1.1(3), R404.1.1(4) and replace as follows:

The minimum design for masonry foundation walls shall comply with The City of Fairbanks Standard Foundation Details (SFD) #1, #4 or #7 unless an alternate foundation design has been prepared and stamped by a registered engineer licensed by the State of Alaska.

Section R404.1.2 Concrete foundation walls. Add the following sentence to the end of the paragraph.

The minimum design for concrete foundation walls shall comply with The City of Fairbanks Standard Foundation Details (SFD) #2, #5 or #8 unless an alternate foundation design has been prepared and stamped by an engineer licensed by the State of Alaska.

Table R404.1.2(1). Delete the table in its entirety and replace as follows:

Two #4 bars are required to be installed within the top 6 inches of the wall and one #4 bar shall be provided near mid-height of the wall story where the maximum unsupported height of the basement wall is greater than 4 feet and less than or equal to 8 feet. When the maximum unsupported height of basement wall is greater than 8 feet required reinforcing shall be installed in accordance with a design provided by a registered engineer licensed by the State of Alaska.

Section R404.1.2.2 Reinforcement for foundation walls. Delete this section in its entirety and replace as follows:

Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with table R404.1.2(1) as amended. Vertical reinforcement shall be provided in accordance with Standard foundation Details SFD1-SFD8. In buildings assigned to Seismic Design Category D1 or concrete foundation walls shall also comply with Section R404.1.4.2.

Table R404.1.2(2). Delete this table in its entirety and replace as follows:

Minimum vertical reinforcement shall be installed in accordance with Standard foundation Details SFD1-SFD8 or shall be installed in accordance with a design provided by a registered engineer licensed by the State of Alaska.

Table R404.1.2(3). Delete this table in its entirety and replace as follows:

Minimum vertical reinforcement shall be installed in accordance with Standard foundation Details SFD1-SFD8 or shall be installed in accordance with a design provided by a registered engineer licensed by the State of Alaska.

Table R404.1.2(4). Delete this table in its entirety and replace as follows:

Minimum vertical reinforcement shall be installed in accordance with Standard foundation Details SFD1-SFD8 or shall be installed in accordance with a design provided by a registered engineer licensed by the State of Alaska.

Table R404.1.2(5). Delete this table in its entirety and replace as follows:

Vertical wall reinforcement shall be installed in accordance with the manufactures installation instructions or a design provided by a registered engineer license by the State of Alaska.

Table R404.1.2(6). Delete this table in its entirety and replace as follows:

Minimum vertical reinforcement shall be installed in accordance with the manufactures installation instructions or shall be installed in accordance with a design provided by a registered engineer licensed by the State of Alaska.

Table R404.1.2(7). Delete this table in its entirety

Table R404.1.2(8). Delete this table in its entirety and replace as follows:

Minimum vertical reinforcement shall be installed in accordance with Standard foundation Details SFD1-SFD8 or shall be installed in accordance

with a design provided by a registered engineer licensed by the State of Alaska.

Section R404.1.4.1 Masonry foundation walls. Delete this section in its entirety and replaces as follows:

Foundation walls in buildings assigned to seismic Design Category D1 as established in Table R301.2(1), supporting more than 4 feet of unbalanced backfill or exceeding 8 feet in height shall be constructed in accordance with Table R404.1.1(2), R404.1.1(3) or R404.1.1(4) as amended or a design shall be provided by a registered engineer licensed by the State of Alaska. Masonry foundation walls shall have two #4 bars horizontal in bars located in the upper 6 inches of the wall.

Section R404.1.4.2 Concrete foundation walls. Delete this section in its entirety and replace as follows:

In buildings assigned to Seismic Design Category D1 as established in table R301.2(1), concrete foundation walls that support light –frame walls shall comply with this section and concrete foundation walls that support above-grade concrete walls shall comply with ACI 318, ACI 332 or PCA 100 (see section R404.1.2). In addition to the horizontal reinforcement by table R404.1.2(1) as amended concrete foundation walls shall comply with standard foundation details SFD1-SFD8.

Section R404.2 Wood foundations. Delete this section in its entirety and replace as follows:

Wood foundation walls shall be constructed in accordance with the provisions of sections R404.2.1 through R404.2.6 and standard foundation details SFD3 and SFD6 as adopted by the City of Fairbanks. An alternate design may be submitted for review and approval if the design is prepared and stamped by a registered engineer licensed by the State of Alaska.

Section R404.2.5 Drainage and Dampproofing. Delete this section in its entirety and replace as follows:

Wood foundation basements shall be drained and dampproofed in accordance with Standard Foundation Details SFD3 and SFD6.

Section R405.1 Concrete or masonry foundations. Delete this section in its entirety and replace as follows:

Concrete and masonry foundations shall be installed in compliance with Standard foundation details SFD1-SFD8. A drainage system is not required when the foundation is installed on well-drained ground or sand gravel mixture soils according to the Unified Soil Classification System, Group I soil, as detailed in Table R405.1.

Section R405.2 Wood foundations. Delete this section in its entirety and replace as follows:

Wood foundations shall comply with Standard foundation details SFD1-SFD8.

Section R405.2.1 Base. Delete this section in its entirety.

Section R405.2.3 Drainage system. Delete this section in its entirety.

Section R406.1 Concrete and Masonry Foundation Dampproofing. Amend this section by revising the first sentence to read as follows:

Except where required by section R406.2 to be water proofed, foundation walls that retain earth and enclose interior spaces and floors below grade shall be dampproofed from the top of the footing to 6 inches above finished grade.

Section R406.1. Amend this section by adding exception #2 to read as follows:

2. Crawl space foundation walls or walls backfilled on both sides, such as those used in conjunction with a “slab on grade”, do not require damp-proofing.

Section R406.3 Dampproofing for wood foundations. Amend this section by adding the following sentence to the end of the paragraph.

Foundation foundations shall comply with Standard foundation details SFD1-SFD8.

Section R406.3.2 Below-grade moisture barrier. Delete the first sentence and replace with the following:

A double layer of 6-mil polyethylene film shall be applied over the below-grade portion of the exterior foundation walls prior to backfilling. A single layer of self adhering polymer modified bitumen sheet material may be used in lieu of the polyethylene film.

Section R406.3.2 Below- grade moisture barrier. Delete the last sentence of the paragraph and replace with the following:

The moisture barrier shall overlap onto the footing.

Section R408.1 Ventilation. Delete this section in its entirety and replace with the following:

Each under-floor space shall be ventilated by an approved mechanical means or by openings in exterior foundation walls. Such openings shall have a net area of not less than 0.1 square foot for each 150 square feet of under-floor area. There shall be two openings located as close to corners as practical on opposite sides to provide cross ventilation. The openings shall be covered with corrosion resistant wire mesh

approximately 1/4" in size. All structures with a crawl space shall have a minimum 6 mil ground vapor retarder to prevent the flow of water vapor from soils into the heated building interior.

Section R502.1 Identification. Add the following exception:

Exception: Rough sawn, ungraded, dimensional lumber may be used for framing materials in floors, walls and roofs of detached garages, utility buildings and other unheated accessory building and other applications where approved by the Building Official.

Section R601.3 Vapor retarders. Delete this section in its entirety including the exceptions and replace as follows:

Class I vapor retarders are required to be installed on the interior side of framed walls in zone 8. The vapor retarder may be installed within the wall such that not less than 2/3 of the total wall R-value is placed on the cold side of the vapor retarder.

Exception: Construction where moisture or its freezing will not damage the materials.

Section R601.3.1 Class III vapor retarders. Delete this section in its entirety and refer to section R601.3 as amended.

Table R601.3.1 Class III Vapor Retarders. Delete this section in its entirety and refer to section R601.3 as amended.

Section R602.11.1 Wall anchorage. In the second sentence, replace "3 inch by 3 inch" with the following:

2 inch by 2 inch.

Section R703.2 Water-resistive barrier. Delete this section in its entirety.

Section R802.10.2 Design. Add the following sentence to end of paragraph:

A 15% load duration increase shall not be utilized for wood trusses where the live load considered is snow.

Section 806.2 Minimum area. Amend this section by deleting the last sentence of the paragraph and replace as follows:

As an alternative, the net free cross-ventilation area may be reduced to 1/300 when a class I vapor barrier is installed on the warm-in-winter side of the ceiling.

Section 806.4 Unvented attic assemblies. Delete this section in its entirety.

Section R807.1 Attic access. Add the following sentence to the end of the paragraph:

Attic access shall not be located in a room containing bathing facilities. Access may be located in closets with minimum depth of 23 inches and minimum width of 48 inches.

Exception:

Attic access may be provided from the exterior gable vent in accordance with size and opening requirements of this section. The gable vent must be readily accessible.

Section R903.1 General. Add the following sentence to the end of section:

1. All valleys shall have a modified bitumen ice barrier lapped eighteen inches minimum each side of valley centerline. No penetrations shall be located in required valley ice barrier.

Section R903.4 Roof drainage. Add the following sentence to the end of the paragraph:

Roof drainage shall be diverted to a storm sewer conveyance or other approved point of collection so as to not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The grade shall be sloped a minimum of 2% within the first 10 feet. It shall be the responsibility of the owner or contractor to assure that discharge of roof and surface runoff is disposed of without affecting the adjacent property. Water drainage which migrates across property lines is strictly prohibited.

Section R905.2.2 Slope. Delete the section and replace with the following:

Asphalt shingles shall be used only on roof slopes of two units vertical in 12 units horizontal or greater. Required underlayment shall be provided as follows: A roof slope of 2:12 shall be provided with an approved self-adhering polymer modified bitumen on the entire roof surface. A roof slope of 3:12 shall be provided with double underlayment in accordance with section R905.2.7. Roof slopes of 4:12 or greater shall be provided with a single layer of underlayment in accordance with section R905.2.7.

Section R905.2.5 Fasteners. Add an exception to read as follows:

Staples may be substituted for nails on new work only. They must be galvanized or stainless steel with a 1 inch crown and of sufficient length to completely penetrate the shingle and the roof sheathing. Staples must be straight and flush with the shingle surface.

Section R905.2.7 Underlayment application. Amend this section by deleting the first sentence and replace as follows:

A roof slope of 2:12 shall be provided with an approved self-adhering polymer modified bitumen on the entire roof surface. A roof slope of 3:12 shall be provided with double underlayment in the following manner.

Section R905.2.7.1 Ice Barrier. Delete this section in its entirety and replace with the following:

Where a non-energy heel truss design is utilized, an approved self-adhering polymer modified bitumen sheet shall be installed on the roof deck extending from the eave up the roof to 36 inches inside the exterior wall line of the building.

Exception: Detached accessory structures that contain no conditioned floor area.

Section R905.14 Sprayed polyurethane foam roofing. Delete this section in its entirety.

Chapter 11 Energy Efficiency. Delete this chapter in its entirety and reference the International Energy Conservation Code as currently adopted and amended.

MECHANICAL

Chapters 12-23. Delete these chapters and reference the Mechanical Code as currently adopted and amended by the City of Fairbanks.

FUEL GAS

Chapter 24. Delete this chapter and reference the Fuel Gas code as currently adopted and amended by the City of Fairbanks.

PLUMBING

Chapters 25-31. Delete these chapters and reference the Plumbing code as currently adopted and amended by the City of Fairbanks.

APPENDICES

Appendix K Sound Transmission. Adopt Appendix K Sound Transmission and revise section AK 102 AIR-BORNE Sound and section AK 103 Structural-Borne Sound to read as follows:

Section AK 102 AIRBORNE SOUND

Air-borne sound insulation for a wall and floor- ceiling assemblies shall meet a Sound Transmission Class (STC) rating of 50 when tested in accordance with ASTM E90. Penetrations or openings in construction assemblies for piping; electrical devices, recessed cabinets, bathtubs soffits or heating ventilating or exhaust ducts shall be sealed, lined, insulated or otherwise treated to maintain the required ratings. Dwelling

unit entrance doors, which a share a common space shall be tight fitting to the frame and sill and shall be provided with gasket seals at the top and sides of such doors.

Section Ak 103 Structural–Borne Sound

Floor/ceiling assemblies between a dwelling unit and public space or service area within the structure shall have an impact insulation class (IIC) rating of not less than 50 when tested in accordance with ASTM E 492.

Section 2. That the effective date of this Ordinance shall be the ____ day of March, 2011.

Jerry Cleworth

AYES:
NAYS:
ABSENT:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney



January 26, 2011

City of Fairbanks Code Review and Appeals Commission
800 Cushman Street
Fairbanks, AK 99701

To Whom It May Concern,

In regards to the proposed amendments to IRC 2009 being considered by the Code Review and Appeals Commission we encourage you to consider the following recommendations. The Interior Alaska Building Association encourages the following changes:

- Section R313: Mandatory Fire Sprinklers should not be adopted until, at the very least, appraisal and financing issues can be addressed to minimize the negative impact on the consumer.
- Section R807.1: Make gable vents secure with screws rather than hinges.
- Section 302.1.7: Eave venting should not be blocked off in any way so as to maintain air flow and insure the long term structural integrity of the home.
- Sections 505.1.3.1 and 505.1.4.1: Sheetrock should not be required on the lower surface in floors with either I-joists or cold-formed steel floor joists located in unfinished, daylight or full basements.
- Section R302.2: Support changes related to townhouses proposed by City of Fairbanks Building Department.

While not inclusive, we believe, these recommendations effectively represent the majority interests of our community - both public and professional.

Sincerely,

Darrell Bourne
2011 IABA President

ORDINANCE NO. 5832

**AN ORDINANCE TO AMEND FGC SECTION 10-456, BY
ADOPTING THE 2009 INTERNATIONAL ENERGY
CONSERVATION CODE WITH AMENDMENTS AND SETTING
AN EFFECTIVE DATE**

WHEREAS, the Building Code Review and Appeals Commission has reviewed the 2009 International Energy Conservation Code and the amendments thereto; and

WHEREAS, the City Council now desires to accept the recommendations of the Building Code Review and Appeals Commission to adopt the 2009 International Energy Conservation Code with local amendments,

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

Section 1. The current FGC Sec. 10-456 is hereby repealed and re-enacted as follows:

Sec. 10-456. Adopted; amendments.

The 2009 International Energy Conservation Code is hereby adopted.

The 2009 International Energy Conservation Code is hereby amended as follows:

Section 202 General definitions.

Vapor Retarder. Create a new definition to read as follows:

Vapor retarder. A vapor resistant material, membrane or covering having a permeance rating of .06 perm and recognized as a class 1 vapor retarder in accordance with the International Residential Code.

Section 401.3 Certificate. Delete this section in its entirety.

Table 402.1.1 Insulation and Fenestration Minimum R-Values by Component.
Delete the table in its entirety and replace with the following:

Table 402.1.1 Insulation and Fenestration Minimum R-Values by Component								
Climate Zone	Windows	Doors	Ceiling ^a	Exterior frame wall ^d	Floor ^e	Below grade wall ^b	Slab ^c & Depth	Crawl-space wall ^b
8	3.22	7	60 or 49	21	38	15/19	15, 4ft	15/19

- a. The smaller value may be used with a properly sized, energy-heel truss.
- b. The first R-value applies to continuous insulation, the second to framing cavity insulation; either meets the requirement.
- c. R-5 shall be added to the required slab edge R-values for heated slabs. Insulation shall not be placed below the footing portion unless bearing on entirely non-frost susceptible soils.
- d. Includes rim joists
- e. For exposed floors, floors above crawl spaces do not require insulation.

Section 402.1.2 R-value Computation.

Delete the last sentence in its entirety.

Table 402.1.3 Insulation and Glazing Maximum U-Factors by component. Delete the table in its entirety and replace with the following:

Table 402.1.3 Insulation and Glazing Maximum U-Factors by Component ^c								
Climate Zone	Windows	Doors	Ceiling ^a	Exterior frame wall	Floor ^e	Below grade wall ^b	Slab	Crawl-space wall ^b
8	.31	.14	0.017 or 0.020	0.047	0.0026	0.067/ 0.053	0.067	0.066/ .052

- a. The smaller value may be used with a properly sized, energy-heel truss.
- b. The first R-value applies to continuous insulation, the second to framing cavity insulation; either meets the requirement.
- c. R-5 shall be added to the required slab edge R-values for heated slabs. Insulation shall not be placed below the footing portion unless bearing on entirely non-frost susceptible soils.
- d. Includes rim joists
- e. For exposed floors, floors above crawlspaces do not require insulation.

Section 402.2.1 Ceilings with attic spaces. Amend this section by adding the following exception:

Exception: R-49 fiberglass blanket insulation may be compressed at the eave to provide a 1.5 inch air space when installed between wood trusses having a minimum heel height of 11.25 inches.

Section 402.2.4 Mass walls. Delete this section in its entirety.

Section 402.2.9 Crawl space walls. Delete this section in its entirety and rename and replace as follows:

Section 402.2.9 Crawl space walls and adjacent floor.

Floors located above crawl spaces and not directly exposed to exterior ambient temperatures are not required to be insulated if such spaces contain, plumbing piping, hydronic piping or water and sewer services. Crawl spaces may be vented by natural or mechanical means as prescribed by the International Residential Code or International Building Code. Crawl spaces which are vented to the exterior and contain piping as described above shall be protected during freezing temperatures by an approved method or material. Crawl space wall insulation shall be permanently fastened to the wall and extend downward from the floor level to the top of the footing. Exposed earth in crawl space foundations shall be covered with a continuous vapor retarder. All joints of the vapor retarder shall overlap by 6 inches and be sealed or taped. The edges of the vapor retarder shall extend at least 6 inches up the stem wall and shall be attached or secured to the stem wall in an approved manner.

Section 402.3.7 Glazing limitation. Add a new section to read as follows:

Glazing shall be limited to 15% of the conditioned floor area unless substantiated by a design prepared by a licensed engineer or architect registered in the State of Alaska

Section 402.4.6 Moisture control (Mandatory) Create a new section and title to read as follows.

Moisture control (Mandatory). The building design shall not create conditions of accelerated deterioration from moisture condensation. Walls, floors, ceilings, crawl space walls, crawl space floors and concrete slabs shall incorporate an approved, continuous, vapor retarder. The vapor retarder shall be installed on the warm side of the insulation. All seams shall be lapped a minimum of one stud or joist bay or sealed with an approved tape or sealant. All voids between joists and studs shall be insulated and sealed in an approved manner.

Exceptions:

- 1. In construction where moisture or its freezing will not damage materials.**
- 2. One-third of total installed insulation may be installed on the warm side of vapor retarders.**

Section 403.2.2 Sealing (Mandatory). Delete this section in its entirety and replace with the following:

All ducts, air handlers, filter boxes and building cavities used as ducts shall be sealed. Joints and seams shall comply with the 2009 International Mechanical Code as adopted by the City Of Fairbanks.

Section 403.2.4 Duct material. Create a new subsection to read as follows:

A duct transporting ventilation air shall be constructed of a smooth-walled material, such as galvanized steel or lined fiberglass (rigid or semi-rigid). The use of flexible ducting is approved as a transition from rigid ducting to mechanical and air handling equipment. In all circumstances flexible ducting shall be installed per the manufacturer's instructions. Flexible ducting shall be supported to prevent sags. The radius at the centerline shall not be less than one duct diameter.

Section 403.3 Mechanical system piping insulation (Mandatory). Insert an exception to read as follows:

Exception: piping installed within the building thermal envelope.

Section 403.5 Mechanical ventilation (Mandatory) Add a second sentence to read as follows:

Exterior exhaust vents shall be located to prevent exhaust air from entering attic or soffit vents.

Section 403.6 Equipment sizing (Mandatory). Add the following to the end of the paragraph:

Heating and cooling equipment shall be sized in accordance with the 2009 International Mechanical Code as adopted by the City of Fairbanks or based on design loads determined in accordance with the procedures described in ASHRAE Fundamentals Handbook, or other approved equivalent computational procedures.

Section 403.10 Ventilation standard. Add a new section to read as follows:

Ventilation shall comply with the 2009 International Mechanical Code or the latest edition of the ASHRAE Standard 62.2 as referenced.

Section 405.3 Performance based compliance Add an exception to read as follows:

Exception: Compliance may be demonstrated through a home energy rating under a program approved by the Alaska Housing Finance Corporation (AHFC) that meets the following:

1. A minimum four star plus rating is required.
2. The maximum air infiltration rate shall not exceed seven air changes per hour at 50 Pascal's pressure difference.
3. The compliance rating shall be performed by a person authorized by AHFC.
4. Compliance with sections 404.4 through 404.6 is not required.

Chapter 5 Commercial Energy Efficiency. Delete this section in its entirety.

Chapter 6 Referenced Standards. Add the following to the ASHRAE section:

62.2-2004 Ventilation and acceptable indoor air quality in low rise buildings.

Section 2. That the effective date of this ordinance shall be the ____ day of March 2011.

JERRY CLEWORTH, Mayor

AYES:
NAYS:
ABSTAIN:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

JANEY HOVENDEN, CMC, City Clerk

PAUL EWERS, City Attorney



CITY OF

FAIRBANKS

800 Cushman Street
Fairbanks, AK 99701

Building Department

Phone (907) 459-6720
Fax (907) 459-6719

February 2, 2011

To: Code Review Commission

From: S. Shuttleworth
Building Official

Re: Proposed Changes to IEC from Cold Climate Housing

Provided for your discussion and consideration are proposed amendments to the 2009 IEC. As you will note there is only one new amendment proposed from the building department, which is an increase in the attic ventilation from R-38 to R-49.

Building department staff has recently met with staff from Cold Climate Housing and they have requested consideration of further local amendments to the IEC which we can not support; briefly our comments to those requested changes are as follows:

- Raising the window requirements for triple pane windows through out is simply cost prohibitive. The role of the building code and building departments is to establish baseline minimums and not maximum code requirements. While triple pane windows may in fact be recommended there is nothing that prevents builders to incorporate them into their project. But establishing this as baseline criteria is without objective analytical support.
- Raising the maximum percent of glazing in order to take advantage of potential solar gain above 15% may have some merit; but the building department feels that if more glazing is provided then an engineered design should also be provided. The code should provide an option to address more glazing but should be provided in the form of an engineered "whole house performance design" prepared by a licensed engineer. If this or similar language is included we could support this recommendation from Cold Climate Housing.
- Eliminating the otherwise required 6 mil vapor barrier and replacing it with an exterior "tyvek wrap" is not supported by the building department. This represents a significant departure from commonly accepted engineered principles and practices. We have not seen analytical documentation which

justifies this unique and proprietary wall construction technique. We have not seen problems related to stud space condensation within the city limits as all phases of construction are inspected providing quality control and assurance through routine inspections.

Perhaps the proponent has seen some limited problems outside the City of Fairbanks which incorporate their unique R wall system that warrants further investigation. Inserting a code change based on an uncommon and unique proprietary exterior wall design is not appropriate for convention exterior wall construction. Elimination of a tried and true method incorporating a 6 mil vapor retarder is without scientific justification, is contrary to the fundamental provisions of the energy code, and should be rejected.



CITY OF


FAIRBANKS

Building Department

800 Cushman Street
Fairbanks, AK 99701

Phone (907) 459-6723
Fax (907) 459-6719

MEMORANDUM

Date: 2-2-2011
To: Steve Shuttleworth
From: Kirk C. Larson 
Re: IECC meeting with CCHRC

On 1-31-11 Marty and I had a lunch meeting with Ilya Benesch from CCHRC. This meeting was to discuss their review of our proposed amendments to the IECC.

The following items were recommended by Cold Climate.

- 1) Raising the minimum window R-value to exclude double pane windows.
- 2) Raising the maximum percent of glazing area so that homes can take advantage of solar gain. I recommend keeping the 15% maximum glazing area however adding language that would allow more glazing when substantiated by an engineered design.
- 3) Cold Climate would like to use drain wrap "Tyvek" in lieu of a 6 mil vapor retarder. They have admitted that during certain periods of cold, condensation does form within the wall cavity of the REMOTE system and the drain wrap allows drying inside the wall once the temperature warms up. It was also indicated that a working HRV is required to manage moisture and condensation.

Let me know if you have any questions.

Kirk Larson P.E.

RESOLUTION 4460

**A RESOLUTION APPROVING AN APPLICATION FOR A LOAN TO
MAKE IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT
TO BE REPAYED BY GOLDEN HEART UTILITIES**

WHEREAS, the Peger Road Wastewater Treatment Plant is owned by the City of Fairbanks and leased and operated by Golden Heart Utilities ("GHU"); and

WHEREAS, the State of Alaska Department of Environmental Conservation ("DEC") offers low interest loans for eligible projects that improve water quality; and

WHEREAS, GHU has identified a project, construction of a new sludge dewatering facility, with an estimated cost of \$4,635,600; and

WHEREAS, GHU agrees to assume complete responsibility for the project, including design, construction management, compliance with all grantor requirements, operation of the improvement in accord with law and repayment of all amounts due under the loan. In addition, GHU will reimburse the City for any expense, including payment of the full cost of City staff time; and

WHEREAS, the loan term shall not exceed the term of the wastewater plant lease, which ends in 2027 unless extended; and

WHEREAS, this consent to apply for loan funding does not authorize entering into a loan agreement without further review and approval by the City Council,

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes application for a loan for the Sludge Dewatering Facility at the Peger Wastewater Treatment plant in accordance with the terms set forth above.

PASSED AND APPROVED AND EFFECTIVE THIS 28TH DAY OF FEBRUARY 2011.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

Introduced by: Mayor Jerry Cleworth
Finance Committee Review: February 22, 2011
Introduced: February 28, 2011

RESOLUTION NO. 4461

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT
ADDITIONAL FUNDS FROM THE ALASKA DIVISION OF HOMELAND
SECURITY AND EMERGENCY MANAGEMENT UNDER THE FY2008
HOMELAND SECURITY GRANT PROGRAM FOR A TOTAL OF \$66,756.06**

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 wishes to accept additional funds in the amount of **\$66,756.06** under the 2008 State Homeland Security Program; and

WHEREAS, these funds will be used to upgrade mobile radios that are no longer supported by the manufacturer, and the program does not require a match.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, that Mayor Cleworth is hereby authorized to accept and execute any and all documents required for requesting funding on behalf of the City.

BE IT FURTHER RESOLVED that the Mayor is also authorized to execute subsequent amendments to said grant request to provide for adjustments to the project within the scope of services or tasks, based upon the needs of the project.

PASSED AND APPROVED AND EFFECTIVE THIS 28TH DAY OF FEBRUARY 2011.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 5833

AN ORDINANCE RATIFYING A LABOR AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE AFL-CIO CRAFTS BARGAINING UNIT AND SETTING AN EFFECTIVE DATE

WHEREAS, the Collective Bargaining Agreement between the City and the AFL-CIO Craft Unit expired on December 31, 2008; and

WHEREAS, a tentative agreement has been reached for a new three-year agreement which incorporates the labor goals of the City Council, is consistent with the terms of other recently adopted labor contracts, and has been approved by the membership of the bargaining unit.

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

Section 1. That the attached collective bargaining agreement is hereby ratified.

Section 2. That the effective date of this ordinance shall be March ____, 2011; the agreement is effective January 1, 2011.

Jerry Cleworth, City Mayor

AYES:
NAYS:
ABSTAIN:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

AGREEMENT

Between

THE CITY OF FAIRBANKS

and

FAIRBANKS AFL-CIO CRAFTS COUNCIL

January 1, 2011 – December 31, 2013

AGREEMENT

This Agreement, made and entered into effective January 1, 2011, 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, and shall remain in effect until December 31, 2013. 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 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.

(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 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, however, overtime shall not be pyramided. If overtime performance is less than one-half (1/2) hour, the time shall be considered at one-half (1/2) hour and paid accordingly. If overtime performance is more than one-half (1/2) hour, but less than one (1) full hour, the extent of time shall be considered as one (1) 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) 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. If not used by the end of each year, compensatory time balances will be paid by the City to the employee. [Union option on Comp Time].
- (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 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 other than the midpoint of the shift, then the employee shall be 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. 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. 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 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.
- 6.11 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.
- 6.12 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.
- 6.13 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.
- 6.14 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.

6.15 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 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 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 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.

- 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.
- 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. 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. (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 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
 - (i) 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 or Craft Supervisor. Lead worker and Craft Supervisor 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 the Employer will pay all authorized expenses. 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.
- 22.2 (a) Temporary employees shall be paid in accord with Schedule "A" for their classification, plus per hour pension contributions and Health & Welfare contributions.
- (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 holidays, 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 2011, employees shall be compensated as provided in the attached Appendix "A" which provides a 2.5% increase to the package rate after certain adjustments which are shown.
- 23.2 Each Local may allocate the package rate to wages, pension and health and welfare as it sees fit.

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

SIGNED FOR THE FAIRBANKS
AFL-CIO CRAFTS COUNCIL:

Lake Williams, President
AFL-CIO Crafts Council

Date: _____

SIGNED FOR THE CITY OF
FAIRBANKS:

Jerry Cleworth
Mayor, City of Fairbanks

Date: _____

Patrick B. Cole
Chief of Staff

Date: _____

Michael Schmetzer
City Engineer/Public Works Director

Date: _____

ORDINANCE NO. 5834

**AN ORDINANCE TO AMEND FGC SECTIONS 10-66 AND 10-67,
ADOPTING THE 2009 INTERNATIONAL BUILDING CODE WITH
AMENDMENTS, AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Building Code Review and Appeals Commission reviewed the **2009** International Building Code and the amendments thereto and recommended adoption of the **2009** International Building Code with amendments; and

WHEREAS, the City Council now desires to accept the recommendations of the Building Code Review and Appeals Commission,

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

Section 1. Fairbanks General Code Sections 10-66 and 10-67 are hereby repealed and re-enacted as follows:

Sec. 10-66. Adoption.

The International Building Code **2009** Edition as published by the International Conference of Building Officials is hereby adopted by the City of Fairbanks.

Sec. 10-67 Amendments.

The 2009 International Building Code is hereby amended as follows:

Section 101.2.1 Appendices. Amend this section to read as follows: Appendices E and H are hereby adopted.

Chapter I Administration. Delete this chapter in its entirety and replace with the Administrative Code for the City of Fairbanks Building Department

Section 202 Definitions. Create a new definition for Family Child Care Homes to read as follows:

A family child care home is a licensed facility that is located within a single-family home in which personal care services

are provided by the owner or tenant that normally occupies the residence on a twenty-four hour basis.

Section 202 Definitions. Townhouse. Delete the definition and replace as follows:

Townhouse. A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides. Each townhouse shall be considered a separate building as recognized by a recorded lot line between such units. Each townhouse unit shall be provided with separate water, sewer, heating and electrical services.

Section 305.2 Day Care. Revise this section as follows:

The use of a building or structure, or portion thereof, for educational, supervision or personal care services for more than five children older than 2 ½ years of age, including children related to the staff, shall be classified as a Group E occupancy.

Section 305.2 Day Care. Add the following exception to this section:

Exception.

Family child care homes operating between the hours of 6:00 am and 10:00 p.m. may accommodate a total of twelve children, provided that no more than 5 children are under the age of 2 ½ years. Family child care homes as defined are classified as an (R3) occupancy and shall comply with section 907.2.10 (smoke detectors), section 908.7 (carbon monoxide detectors) and section 1003 (emergency escape and rescue openings as required by section 1029 for napping and sleeping rooms. Fire extinguishers shall be provided in accordance with the International Fire Code.

Section 305.3 Day Care Hours of Operation. Create a new section title to read as follows:

Day care hours of operation.

A Day Care that operates between the hours of 10:00 p.m. and 6:00 a.m. shall be equipped with an approved automatic sprinkler system throughout, designed and installed in accordance with NFPA Standard 13-D-1996 or an approved equivalent system as approved by the Fire Chief. An approved emergency escape or

rescue window meeting the requirements of IBC Section 1026 shall be provided in each sleeping or napping room. **Smoke detectors and carbon monoxide detectors shall be installed in accordance with sections 907.2.10 and 908.7. Fire extinguishers shall be provided in accordance with the International Fire Code.**

Section 308.2 Group I-1. Revise this section by deleting the last paragraph and replace with the following:

A facility housing more than 2 persons and no more than 16 persons shall be classified as a Group R-4.

Section 308.3.1 Definition. Child Care Facility. Amend the definition to read as follows:

A child care facility that provides care on a 24-hour basis to more than five children 2 ½ years of age or less, including children related to the staff, shall be classified as Group I-2.

Section 308.3.1 Definition. Nursing Homes. Delete the definition and revise as follows:

Nursing homes are long-term care facilities on a 24 hour basis, including both intermediate care facilities and skilled nursing facilities, serving more than two persons and any of the persons are incapable of self-preservation.

Section 310.1 Residential Group R-4. Delete this paragraph in its entirety and replace as follow:

Residential occupancies shall include buildings arranged for occupancy as Residential Care/Assisted Living Facilities including more than 2 and no more than 16 persons, excluding staff, shall be classified as Group R-4. Occupants of a residential care/assisted living facility are capable of responding to an emergency situation without physical assistance from the staff. Occupancies which include Individuals who are not capable of responding to an emergency situation or incapable of self-preservation shall be classified as an I occupancy. R-4 occupancies shall be sprinklered through out as required by section 903.3.1.3.

Section 406.1.4 Separation. Delete this section in its entirety and replace as follows.

1. The private garage shall be separated from all dwelling units by a one hour fire resistive wall assembly. The fire resistive wall may terminate at the ceiling provided: a) the ceiling framing construction is protected by a layer of 5/8 inch thick type X gypsum board and the area above the ceiling is a non habitable attic space. Garages located beneath habitable rooms or dwelling units shall be separated by an approved one hour fire resistive horizontal floor ceiling assembly and one hour fire resistive vertical wall assemblies. Penetrations of the fire resistive assemblies shall be fire stopped with materials approved for the hourly rating. Door openings between a private garage and a dwelling shall be provided with a minimum rating of 45 minutes and be equipped with self closing and self-latching doors. In addition these doors shall be provided with gasket seals on the top and sides including installation of a tight fitting threshold. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted.

2. Ducts in a private garage and ducts penetrating the walls or ceilings separating the dwelling unit from the garage shall be constructed of a minimum 0.019-inch (0.48 mm) sheet steel and shall have no openings into the garage. The duct shall be firestopped with materials approved for a one hour fire resistive assembly.

3. A separation is not required between a group R-3 and U carport, provided the carport is entirely open on two or more sides and there are not enclosed areas above.

Section 413.3 Usable space under floors. Add a new subsection to read as follows:

Usable space under the first story shall be enclosed except in groups R-3 and U occupancies, and such enclosure when constructed of metal or wood shall be protected on the side of the usable space as required for one hour fire resistive construction. Doors shall be self closing, of noncombustible construction or solid core, not less than 1 3/8" inches in thickness or a twenty minute door assembly may be used.

Exception:

Areas protected by approved automatic sprinkler systems.

Section 501.3 Location on property. Create a new section to read as follows:

For the purposes of allowable area limitations, required yards shall be permanently maintained. Buildings shall adjoin or have access to a permanent public way or yard on not less than one side.

Table 508.2.5 Incidental Accessory Occupancies. Amend table by adding footnote (a) to read as follows:

footnote (a). Regardless of the Btu rating, psi rating or horsepower rating a one hour separation or automatic fire – extinguishing system is required for furnace or boiler rooms providing heat for group E, R-1, R-2, I and R-4 Occupancies

Table 601 Fire-resistance rating requirements for building elements. Amend footnote (d) by adding the following sentence.

In group E Occupancies, an automatic sprinkler system may be substituted for 1 hour fire-resistance-rated-construction provided the system is designed in accordance with section 903.3.1.1.

Section 603.1 Allowable Materials. Add the following item to allowable materials.

26.4 Fire-retardant treated wood may be used as furring for exterior bearing and nonbearing wall construction provided the building is sprinklered throughout and the required fire rating of the wall is 2 hours or less.

Section 717.4.2 Groups R-1 and R-2.

Delete the last sentence in its entirety and replace with the following:

Draft stops in attic spaces shall be installed so that the maximum area between draft stops does not exceed 3,000 square feet, and the greatest horizontal dimension does not exceed 60 feet. Such draft stops are not required to be located directly above or in line with walls separating tenant spaces.

Delete exception 1 in its entirety.

Revise exception 3 to read as follows:

In R-2 occupancies that do not exceed four stories in height, the attic space shall be subdivided into areas not exceeding 3,000 square feet.

Section 808.1.1.1 Suspended acoustical ceilings. Delete this section in its entirety and replace as follows:

Suspended acoustical ceiling systems shall be installed in accordance with the provisions of ASTM C635 and ASTM C636 and the following installation standards.

1. A heavy duty-rated grid system shall be used in all occupancies. The perimeter wall angle shall be deemed to provide structural support for the perimeter cross-tee and main runner intersections and the edge support for the ceiling tiles provided it is secured.

Exception: Intermediate duty rated systems may be used in R-3 Occupancies.

2. Changes in the ceiling plane elevation shall be provided with structural support or additional wires capable of maintaining a positive bracing system.

3. Cable trays and electrical conduits shall be independently supported and braced independently of the ceiling.

4. Compression posts are not required if the distance from the plane of the suspended ceiling and the lowest structural framing elements are 24 inches or less.

5. Cross-tees, which are 8 inches or less in length and located at the perimeter of any room, do not require additional vertical 12 gauge support wires.

6. A 90 degree cross tee return system may be used to support the cross-tee to the perimeter wall angle. Rivets, zip-it wall anchors and/or screws may be used to positively attach the cross tee to the perimeter wall angle or wall substrate in lieu of additional perimeter wires. The installation shall be in accordance with this suspended ceiling policy.

7. Lighting fixtures seismically supported in accordance with CISCA 3-4 are not required to be positively attached to the suspended grid members.

8. Recessed can or bullet type lighting fixtures weighing less than 20 pounds shall be supported to the grid system and shall be positively attached to the structure above with a minimum of one 12 gauge wire or safety chain. Fixtures weighing more than twenty pounds shall be supported with a minimum of two 12 gauge wires or two safety chains attached to the fixture and secured to the structure above. These wires may be slack.

9. Suspended acoustical ceiling systems may not be used to provide lateral support for non-bearing partitions unless: a) designed by an engineer or b) installed in accordance with an approved evaluation report recognized by the International Building Code.

10. Ceiling mounted air terminals weighing less than 20 pounds shall be positively attached to the ceiling suspension main runners or cross tees having the same carrying capacity as the main

runners. Air terminals weighing more than twenty pounds shall be provided with a minimum of two 12-gauge wires, connected from the terminal to the structure above and shall be positively attached to the grid system.

11. Corridors which are 6 feet in width or less may have the seismic splay wires installed in the direction of the long axis of the corridor. These splay wires shall be spaced 12 feet on center and splayed at a 45 degree angle. Splay wires are not required in the short axis of the corridor.

12. When all ceiling tiles are replaced in an existing non-complying suspended ceiling, the lights and mechanical air terminals shall be upgraded and seismically braced prior to the new tile installation.

13. When lighting fixtures are replaced or relocated in an existing suspended ceiling, the new lights or relocated lights shall be seismically-braced in accordance with CISCA 3-4 and this section.

14. When mechanical ductwork or air terminals are altered or relocated in an existing suspended ceiling, those mechanical devices shall comply with the seismic requirements with CISCA and this section.

15. When 50% or more of the grid system is replaced or altered, the entire grid system shall be upgraded to meet the current seismic standards in accordance with CISCA 3-4.

16. Two inch wide perimeter angles are not required.

Section 903.2.3 Group E. Delete this section in its entirety and replace as follows:

An automatic sprinkler system shall be provided throughout all Group E occupancies. An automatic sprinkler system shall also be provided for every portion of educational buildings below the level of exit discharge. Day care uses that are licensed to care for more than 5 persons between the hours of 10 p.m. and 6 a.m. shall be equipped with an automatic sprinkler system designed and installed in accordance with Section 903.3.1.3, or an approved equivalent system. The use of a firewall or fire barrier does not establish a separate building or fire area for the purpose of this section.

Exceptions 1. Buildings with E occupancies having an occupant load of 49 or less.

2. Day care uses not otherwise required to have automatic sprinkler system by other provisions of the code.

Section 903.2.11.7. Pit Sprinklers. Add a new subsection and title to read as follows:

Pit Sprinklers. Sprinklers shall be installed in the bottom of all new and existing elevator pits below the lowest projection of the elevator car but no higher than 24 inches from the bottom of the pit.

Section 903.3.1.1 NFPA 13 Sprinkler systems is revised by adding a new Subsection 903.3.1.1.2 to read as follows:

Elevator Hoist ways and Machine Rooms. Where the provisions of this code require the installation of automatic sprinkler systems, such installation in Elevator hoist ways and machine rooms shall be in accordance with NFPA [13, Section 5-13.6.1] 13-2002 and ASME A17.1 Safety Code for Elevators and Escalators, 2000 edition

Exception:

Sprinklers may be deleted in an elevator machine room when such room is:

- (1) Separated from the remainder of the building in accordance with Section 3006.4
- (2) Smoke detection is provided in accordance with NFPA 72
- (3) Notification of alarm activation is received at a constantly monitored location.

Section 903.4.2 Alarms. Amend this section by adding the following sentence to the paragraph:

Buildings equipped with a sprinkler system without an alarm system shall have at least one notification device (horn/strobe) located inside the building in a commonly occupied area to alert occupants of a sprinkler activation.

Section 907.2.3 Group E. Revise this section by adding a second paragraph to read as follows:

Rooms used for sleeping or napping purposes within a day care use for a Group E occupancy shall be provided with smoke detectors that comply with section 907.2.11.2 and carbon monoxide detectors as specified in section 908.7.

Section 908 Emergency alarm systems. Revise this section by adding new sub-sections 908.7, 908.71 and 908.72

Section 908.7 Carbon Monoxide Detectors. Create a new subsection and title to read as follows:

Carbon Monoxide Detectors.

The provisions of this section apply to Group I-1,R-2, R-3 and R-4 occupancies. At least one (1) carbon monoxide detector shall be installed on each floor level. If a floor level contains bedrooms or sleeping rooms, at least (1) detector shall be located in the immediate vicinity of the sleeping area, outside of the bedrooms/sleeping rooms. Carbon monoxide detectors shall be listed and installed in accordance with their listing. The alarm shall be clearly audible in all sleeping rooms with intervening doors closed.

Exceptions:

1. Carbon monoxide detectors are not required in dwelling units and structures with no combustion (carbon base fuels) type appliances and with no attached garages **or parking of vehicles in close proximity of openings such as windows, doors and fresh air inlets.**
2. Carbon monoxide detectors are not required in Group R-2 occupancies where all combustion (carbon base fuel) equipment is located within a mechanical room separated from the rest of the building by construction capable of resisting the passage of smoke or the structure has an attached garage and is ventilated by an approved automatic carbon monoxide exhaust system designed in accordance with the mechanical code.

Section 908.7.1 Interconnection. Create a new subsection and title to read as follows:

In new construction, all carbon monoxide detectors located within a single dwelling unit shall be interconnected in such a manner that actuation of one alarm shall activate all of the alarms within the individual dwelling unit.

Section 908.7.2 Power Source. Create a new subsection and title to read as follows:

In new construction, carbon monoxide detectors shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with battery backup. Wiring shall be permanent and without a disconnecting switch other than those required for over current protection. Carbon monoxide detectors shall be permitted to be cord-and-plug type with battery backup in existing construction.

Section 1008.1.9.3 Locks or Latches. Add Exception 6 as follows:

6. In Groups B, F, M and S occupancies, a single thumb turn may be used in exit doors, where the occupant load is 100 or less, in

conjunction with an approved lock set when the thumb turn requires no more than one-half turn to unlock. Hardware height shall comply with Section 1008.1.8.2. This exception does not apply when panic hardware is required or installed.

Section 1008.1.9.3.1 Manual security bar for limited use. Create a new subsection and title to read as follows:

Manual security bar for limited use. Assembly occupancies such as restaurants, taverns and lounges and B,F,M,S occupancies with an occupant load of less than 100 may utilize a manual security bar for the second required exit when the building is not occupied by the public. The security bar shall be pre-approved by the fire marshal before installation. The bar must be easily removed and shall not be provided with padlocks, chains or other locking devices requiring special tools or knowledge. The bar shall be identified by a contrasting color. The exit door shall be provided with a sign stating, "This door to remain unlocked during business hours." The use of this provision may be revoked by the fire marshal for non compliance.

Assembly occupancies with an occupant load of 300 or less which are provided with an approved sprinkler system throughout may install a security bar on the second required exit as specified above. The conditions and approval of the security bar installation shall be kept on file with the fire marshal. The use of this provision may be revoked by the fire marshal for noncompliance.

Section 1008.1.8.7 Delayed egress locks. Revise exception #3 to read as follows:

3. The door locks shall have the capability of being unlocked by a signal from an approved location.

Section 1009.4.2 Stair riser and tread depth. Amend section by adding an exception #8 to read as follows:

Stairs or ladders used only to attend equipment are exempt from the requirements of Section 1009.

Section 1021.5 Exits from basements. Create a new subsection and title to read as follows:

Exits from basements.

Basements in all occupancies except Group R-3, shall be provided with a minimum of at least two independent exits.

Exceptions:

1. Basements used exclusively for the service of the building.
2. Basements used exclusively for storage purposes and limited to 750 square feet.
3. Basements used for private offices, maintenance rooms or laundry rooms and similar uses limited to an aggregate floor area of 500 square feet, provided a hard wired smoke detector is installed in the basement and interconnected to a smoke detector located on the level of discharge as approved by the City Fire Marshal.
4. Basements used for private offices, maintenance rooms or laundry rooms and similar uses which are provided with a direct exterior exit to grade shall be limited to an aggregate floor area of 750 square feet, provided a hard wired smoke detector is installed in the basement and interconnected to a smoke detector on the level of exit discharge as approved by the City Fire Marshal.
5. Buildings which are sprinklered throughout and contain a basement may have one exit provided:
 - 5.1 Basements are used exclusively for storage purposes and limited to 1500 square feet.
 - 5.2 Basements are used for private offices, maintenance rooms, or laundry rooms and similar uses limited to an aggregate floor area of 1000 square feet.
 - 5.3 Basements are used for private offices, maintenance rooms or laundry rooms and similar uses and are provided with a direct exterior exit to grade shall be limited to an aggregate floor area of 1500 square feet.

Section 1029.1 General. Revise the first sentence of the paragraph to read as follows:

In addition to the means of egress required by this chapter, provisions shall be made for emergency escape and rescue in Group R, I-1 day care occupancies where napping or sleeping rooms are provided.

Section 1029.1 Delete exceptions 1-4.

Section 1029.2 Minimum size. Delete the exception.

1101.2 Design. Add the following Paragraph:

The design and construction of buildings or portions of buildings to meet the requirements of the Americans with Disabilities Act and Fair Housing Act is the exclusive responsibility of the owner of the structure.

1102.1 Definitions. Add the following definitions:

CONVENTIONAL INDUSTRY TOLERANCES: Plus or minus ½ inch up to 36 inches and plus or minus 1 percent over 36 inches. Slopes may be plus or minus 1 percent.

ADAPTABLE: The ability of certain building spaces and elements, such as kitchen counters, sinks, and grab bars, to be added or altered so as to accommodate the needs of either disabled or non-disabled persons, or to accommodate the needs of persons with different types or degrees of disability.

1103.1 Where required. Add the following sentence to this section:

Subject to the approval of the Building Official, areas where work cannot reasonably be performed by persons having a severe impairment (mobility, sight or hearing) need not have specific features which provide accessibility to such persons.

1103.2.4 Detached dwellings. Delete this paragraph as replace as follows:

Detached one and two family dwellings and three unit dwellings, including accessory structures and their associated sites and facilities, are not required to be accessible.

1108.2.7 Assistive listening systems. Add the following sentence to this section:

Assistive listening systems shall be required in groups B, E, and M occupancies which contain rooms of assembly.

1110.1 Signs. Delete Item 1 and replace with the following:

1. Accessible parking spaces as required by Section 1106.1

1110.3 Other signs. Add the following item to this section:

7. Building directories are required for the following occupancies as defined by the building code: Groups A, B, E, I, & M greater than 6000 sq. ft. or more than one story. Regardless of building size, directories shall be provided for governmental office buildings, medical care facilities, shopping malls, public transportation facilities, senior citizen housing and hotels. Directories shall be provided within or immediately adjacent to the main entrances as approved by the Building Official. Directory signage shall comply with ICC/ANSI A117.

1111.1 Public telephones. Add a new section as follows:

Public telephones are required in medical care facilities, governmental office buildings, shopping malls, public and private schools, hotels, convention centers, and shall be located on an accessible route.

(For the purpose of this section schools which meet the Group E, Division 1 occupancy classification as defined in Chapter 3 of the Building Code shall comply).

1111.2 Public text telephones. Add a new section.

A public text telephone is required in governmental office buildings including police and fire stations, medical care facilities, senior housing facilities, hotels, conventions centers, libraries, public & private schools and shopping malls. A public text telephone is required in or adjacent to a hospital emergency room or hospital waiting room, and shall be located on an accessible route.

(For the purpose of this section schools classified as group E, occupancy as defined in Chapter 3 of the building code shall comply).

Section 1203.2 Attic spaces. Delete this section in its entirety and replace with the following:

Enclosed attics and enclosed rafter spaces formed where ceilings are applied direct to the underside of the roof rafters or trusses shall have cross ventilation for each separate space by ventilating openings protected against the entrance of snow and rain. The net free ventilation area for each space shall be not less than 1/150 of that area of the space ventilated. One-half of this required ventilating area shall be provided in the upper one-third portion of the space to be ventilated and the remaining required ventilating

area shall be evenly distributed at eave vents. A minimum continuous opening of 1.5 inches in width shall be provided at the eave vents. The openings shall be covered with corrosion-resistant metal mesh covering.

Section 1203.3.1 Openings for under-floor ventilation. Delete section 1203.3.1, 1203.3.2 in their entirety and replace with the following:

Each under-floor space shall be ventilated by an approved mechanical means or by openings in exterior foundation walls. Such openings shall have a net area of not less than 0.1 square foot for each 150 square feet of under-floor area. There shall be two openings located as close to corners as practical on opposite sides to provide cross ventilation. The openings shall be covered with corrosion resistant wire mesh approximately 1/4" in size. All structures with a crawl space shall have a minimum 6 mil ground vapor retarder to prevent the flow of water vapor from soils into the heated building interior.

Section 1205.2 Natural light. Delete the paragraph in its entirety and replace as follows:

Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with any area not less than one twentieth of the floor area of such rooms with a minimum of 5 square feet, except that minimum egress requirements shall govern.

1209.2 Attic Spaces. Add a sentence as follows:

Attic access shall not be located in a room containing bathing facilities.

1210.1 Floor and wall base finish materials. Delete this paragraph and replace with the following:

In other than dwelling units, toilet and bathing room floors shall have a smooth, nonporous, non-absorbent surface such as non-cushioned sheet vinyl, sealed concrete or ceramic tile with sealed joints or other approved materials. Base shall be of similar materials, shall extend up the wall 5 inches (127 mm) minimum, and shall be sealed to the flooring and wall surface and allowing differential movement without water penetration.

1210.2 Walls and partitions wainscot. Revise this section by renaming the section and delete the first paragraph to read as follows:

Walls and partitions wainscot.

Walls and partitions within 2 feet (610 mm) of the front and sides of urinals, water closets and sinks shall have a smooth, non-porous, hard, non-absorbent surface such as non-cushioned sheet vinyl, sealed concrete, ceramic tile with sealed joints, approved plastic panels, or other approved materials, installed to a minimum height of 4 feet above the finished floor and except for structural elements, the materials in such walls shall be of a type that is not adversely affected by moisture.

1210.2 Walls and partitions. Delete exception 1 and 2 and replace as follows:

Exception.

1. Dwelling Units

1210.2.1 Walls and partitions moisture resistive gypsum board application. Create a new subsection and title to read as follows:

In addition to the wainscot provisions as required by section 1202.2, moisture resistive gypsum board, cement board or other approved material shall be applied to walls within two feet from the front and sides of urinals, water closets, tub, shower, lavatories and service sinks. Moisture resistive gypsum board shall be applied on walls in the spaces as stated above in all occupancies up to a height of 4 feet. Walls immediately adjacent to tub and shower areas shall be provided with moisture resistive gypsum board to a height of 7 feet above the drain inlet.

Chapter 13 ENERGY EFFICIENCY. Delete this chapter in its entirety and refer to chapters 1-4 of the International Energy Conservation Code as amended.

Section 1507.2.2 Slope. Delete this paragraph and replace as follows:

Asphalt shingles shall be used only on roof slopes of two units vertical in 12 units horizontal or greater. Required underlayment shall be provided as follows: A roof slope of 2:12 shall be provided with an approved self-adhering polymer modified bitumen on the entire roof surface. A roof slope of 3:12 shall be provided with double underlayment in accordance with section 1507. Roof slopes of 4:12 or greater shall be provided with a single layer of underlayment in accordance with section 1507.

Section 1507.2.6 Fasteners. Add an exception to read:

Staples may be substituted for nails on new work only. They must be galvanized or stainless steel with a (1) inch crown and of sufficient length to completely penetrate the shingle and roof sheathing. Staples must be straight and flush with the shingle surface.

Section 1507.2.8 Underlayment application. In the first sentence, change “two units vertical” to “three units vertical”.

Section 1507.2.8.2 Ice barrier. Delete this section in its entirety and replace as follows:

Where a non-energy heel truss design is utilized, an approved self-adhering polymer modified bitumen sheet shall be installed on the roof deck extending from the eave up the roof to 36 inches inside the exterior wall line of the building.

Exception: Detached accessory structures that contain no conditioned floor area.

Section 1607.11.2 Reduction in roof live loads. Delete this section in its entirety and replace as follows:

Roof snow loads shall not be reduced.

Section 1608.3 Roof snow loads. Add a new section to read as follows:

In no case shall the roof design snow load be less than 50 psf. There is no snow load duration increase allowed for wood framed or wood trussed roofs. A minimum ground snow load (P_g) of 60 pounds per square foot shall be used in the determination of drift loads.

Section 1608.4 Sliding snow. Create a new subsection and title to read as follows:

Metal roofs with a slope greater than 2:12 shall have barriers installed to resist the sliding action and subsequent dumping of ice and snow on persons and property. These barriers shall be constructed to specifically protect required public parking areas, public walkways, entrances and required exit discharge.

Section 1612 Flood loads. Delete this entire section.

Section 1704.4 Concrete construction. Delete exception 2.3 and replace with the following:

The structural design is based on an f'_c no greater than 3,000 pounds per square inch (psi).

Section 1803.1 General. Add the following sentence to the paragraph.

The effects of soil densification and differential settlement shall also be considered in the investigation, reporting and determination of potential soil strength loss when conditions warrant, also reference Section 1802.2.7.

Section 1803.5.2 Questionable soil. Add the following sentence to the paragraph.

In the event permafrost conditions are suspected, a soils investigation may be required.

Section 1804.3 Site grading. Add the following sentence to the last paragraph.

It shall be the responsibility of the building owner to assure that discharge of roof and surface runoff is disposed of without affecting adjacent property.

Section 1804.5 Compacted fill material. Delete the first sentence and replace with the following:

Where footings will bear on compacted fill material, the compacted fill shall, when required by the Building Official, comply with the provisions of an approved report, which shall contain the following:

Fill material used to support building foundations and/or floor slabs shall consist of not more than five percent by weight of particles passing the No. 200 sieve and shall be compacted to a minimum of 95 percent of maximum density. The Building Official may require that verification of compaction be submitted in the event a site inspection reveals questionable soil conditions.

Section 1805.4.2 Foundation drain. Delete this section in its entirety.

Section 1806.2 Presumptive load-bearing values. Add a third paragraph to the section to read as follows:

Footings shall bear upon in-situ, coarse-grained soils as defined in ASTM 2487 with the exception of groups SM and SC. Soils grouped in the SM and SC classifications shall be acceptable provided the footings are at a depth as

required above and placed upon a minimum of 1'-6" of compacted, clean gravel fill.

Table 1807.1.6.2 Concrete foundation walls. Add a footnote f to read as follows:

f. Plain concrete foundation walls are prohibited in Seismic Design Category D.

Section 1807.1.3 Rubble Stone. Delete this section and referenced tables in its entirety.

Table 1807.1.6.3(1) Plain masonry foundation walls. Add a footnote (g) to read as follows:

(f.) Plain masonry foundation walls are prohibited in seismic design category D.

Section 1807.1.6.3.1. Alternative foundation wall reinforcement. Delete this section in its entirety and replace as follows:

In lieu of the reinforcement provisions for masonry foundation walls in table 1807.1.6.3(2), 1807.1.6.3(3) or 1807.1.6.3(4), alternative reinforcing bar sizes and spacing having an equivalent cross-sectional area of reinforcement per linear foot of wall shall be permitted to be used, provided the spacing of reinforcement does not exceed 48 inches and reinforcing bar sizes do not exceed No.11.

Section 1809.1 General. Delete this section and replace as follows:

Shallow foundations shall be designed by a registered engineer licensed by the State of Alaska. Such design shall comply with sections 1809.2 through 1809.13.

Section 1809.2. Supporting soils. Add the following sentence to the paragraph.

Footings and foundations shall be built on unfrozen, undisturbed, non-frost susceptible soil or compacted unfrozen NSF fill or CLSM.

Section 1809.4 Depth and width of footings. Delete this section in its entirety and replace as follows:

The minimum depth of footings below the undisturbed ground surface shall be 3'-6" unless substantiated by a design prepared by a registered engineer licensed in the State of Alaska. The minimum

width of footings shall be in accordance with a design prepared by a registered engineer licensed in the State of Alaska.

Section 1809.5 Frost protection. Delete item 1 and replace with the following:

1. The minimum depth of footings shall be 3'-6" below the undisturbed ground surface.

Delete item 2 under the exceptions and replace with the following:

2. Area of 400 feet (56 m²) or less for light-framed construction.

Delete the last sentence of the paragraph and replace with the following:

Footings shall not bear on frozen soil.

Section 1809.7 Prescriptive footings for light frame construction. Delete this section in its entirety including table 1809.7 and replace as follows:

Where a specific design is not provided, concrete footings supporting walls of light-frame single family–duplex residential construction are permitted to be constructed in accordance with the City of Fairbanks Standard Foundation Details SFD1-SFD8. Commercial foundation designs shall be prepared by a registered engineer licensed by the State of Alaska.

Section 1809.8. Plain concrete footings. Delete this section in its entirety.

Section 1809.9 Masonry-unit footings. Delete this section and the exception in its entirety and replace as follows:

Masonry-unit footings shall be reinforced and shall be designed by a registered engineer licensed by the State of Alaska.

Section 1809.12 Timber footings. Add the following sentence to the end of the paragraph.

Timber footings shall be designed by a registered engineer licensed by the State of Alaska.

Section 1905.12 Cold weather requirements. Add the following sentence to the paragraph.

For the purposes of near freezing weather considerations, 40 degrees F shall be used. The protection shall be capable of maintaining the

temperature of the curing concrete at or above 50 degree F for the required time periods stated in section 1905.11.

Section 1908.1.8 ACI 318, Section 22.10. Amend this section by revising paragraph 22.10.1 to read as follows

22.10.1- Structures assigned to seismic design category C, D, E or F shall not have elements of structural plain concrete.

Section 1908.1.8 ACI 318, Section 22.10. Amend this section by further deleting sub paragraphs (a), (b) and (c).

Section 2304.7.2. Structural Roof Sheathing Add a new paragraph to read as follows:

Roof sheathing installed on structural supports spaced (2) feet on center shall have a minimum (32/16) span rating with panel edge clips placed midway between such supports. Roof sheathing with a minimum (40/20) span rating may be applied to framing supports spaced at (2) feet on center without panel edge clips.

Section 2304.7.2.1 Spaced lumber sheathing Add a new subsection and exception to read as follows:

Spaced lumber sheathing installed on roofs located in seismic design category D shall be designed by a licensed engineer registered in the State of Alaska. Drawings and supporting calculations shall be submitted for review and approval. Truss design shall consider effects of spaced sheathing.

Exception:

Detached residential garages, storage sheds green houses and other non habitable accessory structures. A shop building or warehouse does not qualify for the exception unless designed by an Engineer licensed by the State of Alaska. Truss design shall consider effects of spaced sheathing.

Section 2305.4. Seismic framing connectors. Create a new section and title to read as follows:

Seismic framing connectors. Seismic framing connectors (hurricane ties) shall be installed at each exterior bearing end of each truss or rafter and shall have a minimum lateral load capacity of not less than 400 pounds unless otherwise substantiated by design calculations provided by a civil engineer licensed in the State of Alaska.

Table 2306. 2.1(1) Allowable Shear. Add the following sentence to footnote (d).

Where necessitated by sheathing nail spacing, two 2-inch nominal members fastened together in accordance with section 2301.1 to transfer design shear value between the framing members is permitted.

Table 2306. 2.1(2) Allowable Shear. Add the following sentence to footnote (e).

Where necessitated by sheathing nail spacing, two 2-inch nominal members fastened together in accordance with section 2301.1 to transfer design shear value between the framing members is permitted.

Table 2306.3 Allowable Shear. Add the following sentence to footnote (f.)

Where necessitated by sheathing nail spacing, two 2-inch nominal members fastened together in accordance with section 2301.1 to transfer design shear value between the framing members is permitted.

Table 2306.3 Allowable Shear. Delete the last sentence to footnote (i) and replace as follows:

Foundation anchor bolts shall have a steel plate washer under each nut not less than 2-1/2 x 2-1/2 x 1/4 inch. The plate washer shall extend to within 1/2 inch of the edge of the bottom plate on the sheathed side.

Section 2306.7 Shear walls sheathed with other materials. Amend this section by revising the last sentence of the paragraph to read as follows:

Shear walls sheathed with portland cement plaster, gypsum lath, gypsum sheathing or gypsum board shall not be used to resist seismic forces in structures assigned to seismic design category D, E or F.

Table 2306.7 Allowable shear for wind or seismic forces for shear walls of lath and plaster or gypsum board wood framed wall assemblies. Add a footnote (I) to read as follows:

Lath and plaster or gypsum board values not permitted in Seismic Design Category D.

Section 2308.2 Limitations. Amend this section by revising item 3.1 to read as follows:

3.1. Average dead loads shall not exceed 29 psf for combined roof and ceiling, exterior, walls and partitions.

Section 2308.2 Limitations. Amend this section by revising item 3.2 to read as follows:

Live loads shall not exceed 50psf.

Section 2308.2 Limitations. Amend this section by revising item 3.3 to read as follows:

Ground snow loads shall not exceed 60 psf.

Section 2308.6. Foundation plates or sills. Amend this section by adding the following sentence to the end of the paragraph to read as follows:

A minimum washer of 2 inch X 2 inch by 3/16 inch is required for each sill plate bolted connection unless an alternate design is provided by a registered engineer licensed by the State of Alaska.

Section 2308.12.1 Numbers of Stories. Delete this section in its entirety and replace with the following:

Structures of conventional light-frame construction shall not exceed two stories in height unless designed by a registered engineer licensed by the State of Alaska.

Section 2509.3 Limitations. Delete exception 1 in its entirety.

Chapter 27 Electrical. Delete this chapter in its entirety and replace with the **National Electric Code as adopted and amended by the City of Fairbanks.**

Section 2901.1 Scope. Revise this section by deleting the reference to the **International Plumbing Code and International Private Sewage Disposal Code.**

Add the following note to the beginning of this paragraph:

Where reference to any Plumbing Code is made in this Code it shall be taken to mean the *Uniform Plumbing Code* as adopted and amended by the City of Fairbanks.

Table 2902.1 Minimum Number of Required Plumbing Fixtures. Delete the footnotes to the table and replace as follows:

Add footnotes (g) and (i) in the “*water closet*” column heading; add footnote (i) in the “*other*” column heading. Add footnote (h) at row 4 under the Factory and Industrial heading and under the Bathtubs and Showers column.

- a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by the *International Building Code*.
- b. Toilet facilities for employees shall be separate from facilities for inmates or patients.
- c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient rooms shall be permitted where such room is provided with direct access from each patient room and with provisions for privacy.
- d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
- e. Where water is served in restaurants, drinking fountains shall not be required. Excluding A and E occupancies, bottled water dispensers shall be permitted to be substituted for not more than 50 percent of the required drinking fountains. In B occupancies with fewer than 75 occupants, bottled water dispensers or sinks shall be permitted to be substituted for the required drinking fountains.
- f. The minimum number of drinking fountains shall comply with Table 3902.1 as amended and chapter 11 of the IBC.
- g. In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational occupancies. Urinals shall not be substituted for more than 50 percent of the required water closets in all other occupancies.
- h. Emergency showers and eyewash stations shall conform to ISEA Z358.1.
- i. Floor drains shall be installed in Toilet rooms containing two (2) or more water closets or a combination of at least one (1) water closet and one (1) urinal, except in a dwelling unit. Floor drains shall also be installed in commercial kitchens, laundry rooms in commercial buildings, and common laundry facilities in multi-family dwelling buildings.

Section 3002.1 Hoistway Enclosure Protection. Add the following:

Elevator hoistway shaft enclosure walls not required to have a fire resistive rating may be constructed with glass. Such glass shall be laminated glass that passes the requirements of ANSI A17.1.

Section 3004.1 Vents Required. Delete this section in its entirety and replace as follows:

Hoistways of elevators and dumbwaiters penetrating more than two stories shall be provided with a means for venting smoke and hot gases to the outer air in case of fire. When energy conservation requires that the vents be normally closed, automatic venting by actuation of an elevator

lobby detector or power failure may be accepted. When hoist way pressurization is used, venting upon power failure may be accepted. In either case a manual override must be provided.

Section 3004.3 Area of vents. Amend this section by adding a second paragraph to the exception to read as follows:

Vents shall be mechanically operated and shall be automatically activated upon operations of any elevator lobby smoke detector. An approved fire alarm system or sprinkler system, for activation purposes, may be used in lieu of the elevator lobby detectors. A manual override shall be provided in an approved location, for fire department use and to address potential power failures. Vents shall be equipped with a failsafe device to open when power failure occurs. The venting of each individual hoistway shall be independent from any other hoistway venting, and the interconnection of separate hoistways for the purpose of venting is prohibited.

Section 3411.1 Scope (Accessibility to Existing Buildings). Add the following paragraph:

The design and construction of buildings or portions of buildings to meet the requirements of the Americans with Disabilities Act and Fair Housing Act is the exclusive responsibility of the owner of the structure.

Section 2. The effective date of this Ordinance is the ____ day of March, 2011.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 5835

AN ORDINANCE TO AMEND FGC SECTIONS 30-31 AND 30-32, ADOPTING THE 2009 INTERNATIONAL FIRE CODE WITH AMENDMENTS, AND SETTING AN EFFECTIVE DATE

WHEREAS, the Building Code Review and Appeals Commission reviewed the **2009** International Fire Code and the amendments thereto and recommended adoption of the **2009** International Fire Code; and

WHEREAS, the City Council now desires to accept the recommendations of the Building Code Review and Appeals Commission; and

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

Section 1. Fairbanks Code of Ordinance Sections 30-31 and 30-32 are hereby repealed and re-enacted as follows:

ARTICLE II INTERNATIONAL FIRE CODE

Sec 30-31 Adoption.

The International Fire Code, **2009** Edition, including all appendix chapters as published by the International Code Council is hereby adopted.

Sec 30-32 Amendments.

Section 105 Permits.

Section 105.6 Operational Permits is amended by deleting all required operational permits except:

- 105.6.15 Explosives and Fire Works
- 105.6.44 Temporary membrane Structures, Tents, and Canopies

Section 105.7 Construction Permits is amended by deleting all the required construction permits except:

- 105.7.1 Automatic fire extinguishing systems
- 105.7.4 Fire alarm and detection systems & related equipment
- 105.7.5 Fire pumps & related equipment
- 105.7.12 Standpipe systems
- 105.7.13 Temporary membrane structures, tents, and canopies

A permit is required to operate an air-supported temporary membrane structure or tent having an area in excess of 200 square feet (19 m²), or a canopy in excess of 400 square feet (37 m²).

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Fabric canopies and awnings open on all sides which comply with all the following:
 - 2.1 Individual canopies shall have a maximum size of 700 square feet (65 m²).
 - 2.2 The aggregate area of multiple canopies placed side by side without a fire break clearance of 12 feet (3658 mm) shall not exceed 700 square feet (65 m²) total.
 - 2.3 A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be provided.

Section 105 Permits is amended by adding the following new sections

105.7.1.1 A person and/or company designing, installing, testing, or maintaining automatic fire extinguishing systems are required to be NICET certified and provide a current permit issued by the State Fire Marshal's Office.

105.7.3.1 A person and/or company designing, installing, testing, or maintaining fire alarm and detection systems and related equipment are required to be NICET certified and provide a current permit issued by the State Fire Marshal's Office.

Section 106 Inspection. Add subsection 106.5 as follows:

106.5 All buildings and structures subject to the authority of this code are subject to inspection pursuant to a duly adopted inspection program. All inspections provided will subject the owner and/or operator to payment of fees as set forth in Code of Ordinances Section 30-1.

Section 201.3 Terms Defined in Other Codes.

Where terms are not defined in this code and are defined in the International Building Code, International Fuel Gas Code, International Mechanical Code or **Uniform Plumbing Code, as adopted by the and amended by the City of Fairbanks**, such terms shall have the meanings ascribed to them as in those codes.

Where reference to any electrical code is made in this code, it shall be taken to mean the National Electrical Code as adopted and amended by the City of Fairbanks.

Section 202-C Definitions and Abbreviations. Amend the definitions as follow:

Educational Group E, Day care revise to read: "The use of a building or structure, or portion of the building or structure, for education, supervision, or personal care services for more than five children who are older than two and one-half years of age, including children related to the staff, shall be classified as a Group E occupancy.";

Educational Group E Day care

Create a new definition for Family Child Care Homes to read as follows:

A family child care home is a licensed facility that is located within a single- family home in which personal care services are provided by the owner or tenant that normally occupies the residence on a twenty four basis.

Add the following exception to this section "**Exception:** Family child care homes operated in a primary residence (R-3) and operating between the hours of 6:00 a.m. and 10:00 p.m. **may accommodate a total of twelve children, provided that no more than 5 children are under the age of 2 ½ years,** without conforming to the requirements of a Group E occupancy except for (1) smoke alarms as described in Subsection 907.2.10; (2) general means of egress requirements of Section 1003, including emergency escape and rescue openings, as required by Section 1029, in napping or sleeping rooms; (3) accessibility requirements as outlined in Chapter 11; (4) portable fire extinguisher requirements as described in Section 906 and (5) CO detection as required in IFC Section 908.7.

A Day Care occupancy which operates between the hours of 10:00 p.m. and 6:00 am shall be equipped with an approved automatic sprinkler system throughout, designed and installed in accordance with IFC Section 903.3 and NFPA Standard 13D or an approved equivalent system as approved by the Fire Chief; emergency escape and rescue openings, as required by Section 1026, in napping or sleeping rooms; portable fire extinguisher requirements as described in Section 906, smoke detection as required in Subsection 907.2.10 and CO detection as required in IFC Section 908.7;

Institutional Group I-1 Revised this section by deleting the last sentence of the paragraph and replacing with the following:

A facility such as above, housing more then 2 and not more than 16 persons, shall be classified as Group R-4.

Institutional Group I-2 is revised to read: "A facility such as one described above with five or fewer persons including persons related to the staff shall be classified as Group R-3."

Institutional Group I-2 is revised to read: "A child care facility that provides care on a 24-hour basis to more than five children who are 2 ½ years of age or less, including children related to the staff, shall be classified as Group I-2."

Institutional Group I-4, day care facilities is revised to read: "A facility within this occupancy classification with five or fewer persons, including persons related to the staff, shall be classified as a Group R-3.";

Nursing Homes. Delete the definition and revise as follows:

Nursing homes are long-term care facilities on a 24 hour basis, including both Intermediate care facilities and skilled nursing facilities, serving more than two persons and any of the persons are incapable of self-preservation.

Residential Group R, R-4. Delete this paragraph in its entirety and replace as follows:

Residential occupancies shall include buildings arranged for occupancy as Residential Care/Assisted Living Facilities including more than 2 and no more than 16 persons, excluding staff shall be classified as Group R-4. Occupants of a residential care/assisted living facility are capable of responding to an emergency situation without physical assistance from the staff. Occupancies which include individuals who are not capable of responding to an emergency situation or incapable of self preservation shall be classified as an I occupancy. R-4 occupancies shall be sprinklered throughout as required by section 903.3.1.3.

Townhouse. Delete the definition and replace as follows:

Townhouse. A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides. Each townhouse shall be considered a separate building as recognized by a recorded lot line between such units. Each townhouse unit shall be provided with separate water, sewer, heating and electrical services.

Section 308.3 Delete this section and add the following:

Open flame. A person shall not utilize or allow to be utilized an open flame in connection with a public meeting or gathering for the purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation, or similar purposes in assembly or educational occupancies with out consultation and coordination with the fire chief. Written authorization is required if approved.

Section 308.3.1 is revised by deleting this section and adding the following:

Charcoal burners and other open-flame cooking & heating devices shall not be operated on combustible balconies or decks, or within 10 feet (3048 mm) of combustible construction.

Section 405 is revised by the addition of a subsection:

405.10 False alarms: False alarms may not be counted as a fire drill for the purposes of Section 405. EMERGENCY EVACUATION DRILLS.

Section 408.3 is revised by the addition of a subsection as follow:

408.3.5 False alarms. False alarms may not be counted as a fire drill for the purposes of this section.

Section 507.5.4 (Obstructions) is revised by deleting this paragraph and adding the following:

Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections (FDC) or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. No vehicle shall be parked within 15 feet of the front and ten feet of the side of a fire hydrant, fire department connection or fire protection control valve on private or public property.

Section 901.3 Permits is revised by deleting this section and adding the following:

Permits shall be required as set forth in Section 105.7. "Certification" Any company installing and or performing maintenance on sprinkler systems shall have at least one individual on site who holds a permit issued by the State Fire Marshal's Office.

Section 901 General is revised by adding a new subsection to read as follows:

901.10 Damage protection. When exposed to probable vehicular damage due to proximity to alleys, driveways or parking areas; standpipes, post indicator valves and sprinkler system or standpipe system connections, shall be protected in an approved manner as outlined by IFC (International Fire Code) or GHU (Golden Heart Utilities) standards.

Section 901.6.2 is revised by deleting this section and adding the following:

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the fire code official within 30 days.

901.6.2.1 "Records" is revised by deleting this section and adding the following:

Initial records shall include the name of the installation contractor, type of components installed, and manufacturer of the components, location and number of components

installed per floor. Records shall also include the manufacturers' operation and maintenance instruction manuals. Such records shall be maintained on the premises. A copy of all inspection and service reports shall be sent to the Fairbanks Fire Prevention Office.

Section 903.2.3 Group E. Delete this section in its entirety and replace as follows:

An automatic sprinkler system shall be provided throughout all Group E occupancies. An automatic sprinkler system shall also be provided for every portion of educational buildings below the level of exit discharge. Day care uses that are licensed to care for more than 5 persons between the hours of 10 p.m. and 6 a.m. shall be equipped with an automatic sprinkler system designed and installed in accordance with Section 903.3.1.3, or an approved equivalent system.

Exceptions 1. Buildings with E occupancies having an occupant load of 49 or less. 2. Day care uses not otherwise required to have automatic sprinkler systems by other provision of the code.

903.2.12 Other hazards is revised by adding the following subsection:

903.2.11.7 Pit sprinklers. Sprinklers shall be installed in the bottom of all new and existing elevator pits below the lowest projection of the elevator car but no higher than 24" from the bottom of the pit.

Section 903.3.1.1 is revised by adding a new Subsection:

903.3.1.1.2 Elevator Hoist ways and Machine Rooms. When the provisions of this code require the installation of automatic sprinkler systems, the installation in elevator hoist ways and machine rooms must occur as described in N.F.P.A. 13, (Elevator Hoist ways and Machine Rooms) and adopted by reference, and the American Society for Mechanical Engineers (A.S.M.E.) A17.1 *Safety Code for Elevators and Escalators* (as adopted by the State of Alaska Dept of Labor Standards and Safety) and adopted by reference.

Exception: Sprinklers are not required in an elevator machine room where the machine room is:

- (1) separated from the remainder of the building as described in *I.B.C.* Section 3006.4;
- (2) smoke detection is provided in accordance with N.F.P.A. 72 and adopted by reference; and,
- (3) notification of alarm activation is received at an approved central station alarm.

Section 903.4.2 Alarms. Amend this section by adding the following sentence to the paragraph:

Buildings equipped with a sprinkler system without an alarm system shall have at least one notification device (horn/strobe) located inside the building in a commonly occupied area(s) to alert occupants of a sprinkler activation.

Section 907.2.3 Group E is revised by adding a second paragraph to read:

Rooms used for sleeping or napping purposes within a day care use of Group E occupancy must be provided with smoke alarms that comply with Section 907.2.11.2 and CO (carbon monoxide) detection as required Section 908.7.

Section 907.17 Acceptance Test is revised by adding a new sentence to read:

907.8 Acceptance tests.

Upon completion of the installation of the fire alarm system, alarm notification appliances and circuits, alarm-initiating devices and circuits, supervisory-signal initiating devices and circuits, signaling line circuits, and primary and secondary power supplies shall be tested in accordance with NFPA 72. A copy of the acceptance test certificate must be forwarded to the fire department by the firm conducting the test within 30 days of the completion of the installation.

Section 907.9.5 Maintenance, Inspection and Testing is revised by changing the last sentence to reads:

The building owner shall be responsible for ensuring that the fire and life safety systems are maintained in an operable condition at all times. Service personnel shall meet the qualification requirements of NFPA 72 for maintaining, inspecting and testing such systems. A written record shall be maintained and shall be **delivered within 30 days** to the fire code official.

Section 908 Emergency Alarm Systems is revised by the addition of a new section 908.7 and sub sections 908.7.1, 908.7.2

908.7 Carbon monoxide detectors. The provisions of this section shall apply to Group I-1, R-2, R-3 and R-4 occupancies. At least one (1) carbon monoxide detector shall be installed on each floor level. If a floor level contains bedrooms or sleeping rooms, at least one (1) detector shall be located in the immediate vicinity of the sleeping area, outside of the bedrooms/sleeping rooms. Carbon monoxide detectors shall be listed and installed in accordance with their listing. The alarm shall be clearly audible in all sleeping rooms with intervening doors closed.

Exceptions:

1. Carbon monoxide detectors are not required in dwelling units and structures with no combustion (carbon base fuel) type appliances and with no attached garage or parking of vehicles in close proximity.

2. Carbon monoxide detectors are not required in Group I-1 and R-2 occupancies where all combustion (carbon base fuel) equipment is located within a mechanical room separated from the rest of the building by construction capable of resisting the passage of smoke; and/or the structure has an attached garage and is ventilated by an approved automatic carbon monoxide exhaust system designed in accordance with the mechanical code.

908.7.1 Interconnection. In new construction, all carbon monoxide detectors located within a single dwelling unit shall be interconnected in such a manner that actuation of one alarm shall activate all of the alarms within the individual dwelling units.

908.7.2 Power source. In new construction, carbon monoxide detectors shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery backup. Wiring shall be permanent and without disconnecting switch other than those required for over current protection. Carbon monoxide detectors shall be permitted to be cord-and-plug type with battery backup, or battery powered in existing construction.

Section 1003.1 General Means of Egress Applicability is revised by adding an exception to read as follows:

Exception: Stairs or ladders used only to attend equipment are not considered elements of the means of egress system.

Section 1003.6 (Means of Egress) is revised by the addition of the sentence:

No kiosks, merchandise or similar obstruction shall be placed in such a way to restrict the minimum clear width required by the International Building Code.

Section 1008.1.9.3 Locks or Latches. Add Exception 6 as follows:

6. In Groups B, F, M and S occupancies, a single thumb turn may be used in exit doors, where the occupant load is 100 or less, in conjunction with an approved lock set when the thumb turn requires no more than one-half turn to unlock. Hardware height shall comply with Section 1008.1.8.2. **This exception does not apply when panic hardware is required or installed.**

Section 1008.1.9.3.1 Manual security bar for limited use. Create a new subsection and title to read as follows:

Manual security bar for limited use. Assembly occupancies such as restaurants, taverns and lounges and B,F,M,S occupancies with an occupant load of less than 100 may utilize a manual security bar for the

second required exit when the building is not occupied by the public. The security bar shall be pre-approved by the fire marshal before installation. The bar must be easily removed and shall not be provided with padlocks, chains or other locking devices requiring special tools or knowledge. The bar shall be identified by a contrasting color. The exit door shall be provided with a sign stating, "This door to remain unlocked during business hours." The use of this provision may be revoked by the fire marshal for non compliance.

Assembly occupancies with an occupant load of 300 or less which are provided with an approved sprinkler system thorough out may install a security bar on the second required exit as specified above. The conditions and approval of the security bar installation shall be kept on file with the fire marshal. The use of this provision may be revoked by the fire marshal for noncompliance.

Section 1008.1.9.7 Delayed egress locks is revised by changing item number 3 to read as follows:

3. The door locks shall have the capability of being unlocked by a signal from a location approved by the code official.

Section 1009.4.2 Stair treads and risers. Amend section by adding an exception #8 to read as follows:

Stairs or ladders used only to attend equipment are exempt from the requirements of Section 1009.

Section 1021.5 Exits from Basements. Create a new subsection and title to read as follows:

Basements in all occupancies except Group R-3 shall be provided with a minimum of at least two independent exits.

Exceptions:

1. Basements used exclusively for the service of the building.
2. Basements used exclusively for storage purposes and limited to 750 square feet.
3. Basements used for private offices, maintenance rooms or laundry rooms and similar uses limited to an aggregate floor area of 500 square feet, provided a hard wired smoke detector is installed in the basement and interconnected to a

smoke detector located on the level of discharge as approved by the City Fire Marshal.

4. Basements used for private offices, maintenance rooms or laundry rooms and similar uses which are provided with a direct exterior exit to grade shall be limited to an aggregate floor area of 750 square feet, provided a hard wired smoke detector is installed in the basement and interconnected to a smoke detector on the level of exit discharge as approved by the City Fire Marshal.
5. Buildings which are sprinklered through out and contain a basement may have one exit provided:
 - 5.1 Basements are used exclusively for storage purposes and limited to 1500 square feet.
 - 5.2 Basements are used for private offices, maintenance rooms, or laundry rooms and similar uses limited to an aggregate floor area of 1000 square feet.
 - 5.3 Basements are used for private offices, maintenance rooms or laundry rooms and similar uses and are provided with a direct exterior exit to grade shall be limited to an aggregate floor area of 1500 square feet.

Section 1029.1 General. Revise this section by deleting exceptions 1 thru 4.

Section 1029.2 Minimum size. Delete the exception.

Section 1030 Maintenance of the means of egress is revised by adding the following section:

Section 1030.9 Protection from falling snow and ice. Where the accumulation of snow and/or ice on a structure creates a hazardous condition, the areas below the accumulation shall be protected from falling snow and/or ice. These areas shall include (but not be limited to) building entrances and exits, pedestrian, driveways, public right-of-way and utility locations for gas meters, fire department connections, and electrical meters, services and disconnects.

Chapter 45 (NFPA References) is revised by changing the referenced standards from the publication date listed to the following edition, and the standards are adopted by reference:

- N.F.P.A. 10-2010 Portable Fire Extinguishers;***
- N.F.P.A. 13-2010 Installation of Sprinkler Systems;***
- N.F.P.A. 13D-2010 Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes;***
- N.F.P.A. 13R-2010 Installation of Sprinkler Systems in Residential Occupancies Up to and Including Four Stories in Height;***

N.F.P.A. 14-2010 Standpipe and Hose System;
N.F.P.A. 20-2010 Installation of Stationary Pumps for Fire Protection;
N.F.P.A 24-2010 Private Fire Service Mains
NFPA 25-2011 Inspection, Testing, and Maintenance of Water Base Fire Protection Systems
N.F.P.A.72-2010 National Fire Alarm Code;

1.1 Appendix B Fire Flow Requirements for Buildings

Section B103- Modifications. Add new subsections B103.4 and B103.5 as follows:

B103.4 For buildings requiring a fire flow of 1,500 gallons per minute or less, located in areas not served by water mains, the Fire Chief may waive or reduce the fire flow requirements and/or may require a fire alarm system, if the cost of installing water mains or reservoirs exceeds 5% of the total cost of the structure(s) and improvement(s) as determined by the architect's or engineer's estimate.

B103.5 Table B105.1 is modified as follows for buildings located in areas not served by water mains.

- a. Floor areas for buildings may be increased by 100% of the basic floor area without an increase in fire flow, provided that an automatic, central station, or remote station supervised smoke or heat detection system is installed throughout the structure in accordance with NFPA 72. For the purposes of this subsection, such an installation may allow type V-B construction to be increased to 10,000 square feet in area.
- b. Separate fire areas within a building may be created by the construction of concrete or concrete block walls having minimum fire duration of two (2) hours, with no openings permitted, and extending to the outer edges of horizontal projecting elements. Full height parapets are required above the roof line.
- c. Sprinkler systems installed to reduce fire flow requirements (by 75% in accordance with the exception to section B105.2) and not otherwise required by the International Building or Fire Codes, 2009 editions, may be supplied from either pressure tanks or tanks with a listed fire pump, sized in accordance with the following criteria:

Classification	Design area (X 1500 sq. ft.)	Tank with fire pump	Pressure tank
Light Hazard	.10 gal/sq. ft.	2,000 gals	3,000 gals
Ord. Hazard 1	.15 gal/sq ft.	2,500 gals	3,750 gals
Ord. Hazard 2	.20 gal/sq ft.	3,000 gals	4,500 gals
Extra Hazard 1 & 2	NOT PERMITTED		

- d. Sprinkler systems specifically required by the 2009 editions of the International Building Code or Fire Code shall be installed in accordance with Chapter 9 of the International Fire Code 2009 edition. An approved water supply capable of providing ten minutes of the sprinkler system design discharge, not including hose stream allowances, shall be provided. The system must be monitored by an approved central or remote station alarm system. At such time that a water utility main is laid in front of, alongside of, or adjacent to the improved property, the owner of the property must connect the sprinkler system to the water utility main in an approved manner within one year and thirty days from the date such water service is declared available.
- e. A tract of land or subdivision which has been surveyed and divided into residential lots for purpose of sale shall meet fire flow requirements as determined by Section B105.1 of this Appendix.
- f. A tract of land, which, by means of incremental development, becomes similar to a tract of land or subdivision, which has been surveyed and divided into residential lots for purpose of sale, shall meet fire flow requirements as determined by Section B105.1 of this Appendix..
- g. Once an approved water main system is installed, subsequent additions to existing buildings, and all new construction, shall meet the required fire flow.
- h. Multiple structures on a single lot shall be individually evaluated for fire flow requirements.

Section 2. That the effective date of this Ordinance is the ___ day of March, 2011.

Jerry Cleworth, Mayor

AYES:
 NAYS:
 ABSTAIN:
 ABSENT:
 ADOPTED:

ATTEST:

APPROVED AS TO FORM

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 5834

**AN ORDINANCE TO AMEND FGC SECTIONS 10-66 AND 10-67,
ADOPTING THE 2009 INTERNATIONAL BUILDING CODE WITH
AMENDMENTS, AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Building Code Review and Appeals Commission reviewed the **2009** International Building Code and the amendments thereto and recommended adoption of the **2009** International Building Code with amendments; and

WHEREAS, the City Council now desires to accept the recommendations of the Building Code Review and Appeals Commission,

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

Section 1. Fairbanks General Code Sections 10-66 and 10-67 are hereby repealed and re-enacted as follows:

Sec. 10-66. Adoption.

The International Building Code **2009** Edition as published by the International Conference of Building Officials is hereby adopted by the City of Fairbanks.

Sec. 10-67 Amendments.

The 2009 International Building Code is hereby amended as follows:

Section 101.2.1 Appendices. Amend this section to read as follows: Appendices E and H are hereby adopted.

Chapter I Administration. Delete this chapter in its entirety and replace with the Administrative Code for the City of Fairbanks Building Department

Section 202 Definitions. Create a new definition for Family Child Care Homes to read as follows:

A family child care home is a licensed facility that is located within a single-family home in which personal care services

are provided by the owner or tenant that normally occupies the residence on a twenty-four hour basis.

Section 202 Definitions. Townhouse. Delete the definition and replace as follows:

Townhouse. A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides. Each townhouse shall be considered a separate building as recognized by a recorded lot line between such units. Each townhouse unit shall be provided with separate water, sewer, heating and electrical services.

Section 305.2 Day Care. Revise this section as follows:

The use of a building or structure, or portion thereof, for educational, supervision or personal care services for more than five children older than 2 ½ years of age, including children related to the staff, shall be classified as a Group E occupancy.

Section 305.2 Day Care. Add the following exception to this section:

Exception.

Family child care homes operating between the hours of 6:00 am and 10:00 p.m. may accommodate a total of twelve children, provided that no more than 5 children are under the age of 2 ½ years. Family child care homes as defined are classified as an (R3) occupancy and shall comply with section 907.2.10 (smoke detectors), section 908.7 (carbon monoxide detectors) and section 1003 (emergency escape and rescue openings as required by section 1029 for napping and sleeping rooms. Fire extinguishers shall be provided in accordance with the International Fire Code.

Section 305.3 Day Care Hours of Operation. Create a new section title to read as follows:

Day care hours of operation.

A Day Care that operates between the hours of 10:00 p.m. and 6:00 a.m. shall be equipped with an approved automatic sprinkler system throughout, designed and installed in accordance with NFPA Standard 13-D-1996 or an approved equivalent system as approved by the Fire Chief. An approved emergency escape or

rescue window meeting the requirements of IBC Section 1026 shall be provided in each sleeping or napping room. **Smoke detectors and carbon monoxide detectors shall be installed in accordance with sections 907.2.10 and 908.7. Fire extinguishers shall be provided in accordance with the International Fire Code.**

Section 308.2 Group I-1. Revise this section by deleting the last paragraph and replace with the following:

A facility housing more than 2 persons and no more than 16 persons shall be classified as a Group R-4.

Section 308.3.1 Definition. Child Care Facility. Amend the definition to read as follows:

A child care facility that provides care on a 24-hour basis to more than five children 2 ½ years of age or less, including children related to the staff, shall be classified as Group I-2.

Section 308.3.1 Definition. Nursing Homes. Delete the definition and revise as follows:

Nursing homes are long-term care facilities on a 24 hour basis, including both intermediate care facilities and skilled nursing facilities, serving more than two persons and any of the persons are incapable of self-preservation.

Section 310.1 Residential Group R-4. Delete this paragraph in its entirety and replace as follow:

Residential occupancies shall include buildings arranged for occupancy as Residential Care/Assisted Living Facilities including more than 2 and no more than 16 persons, excluding staff, shall be classified as Group R-4. Occupants of a residential care/assisted living facility are capable of responding to an emergency situation without physical assistance from the staff. Occupancies which include Individuals who are not capable of responding to an emergency situation or incapable of self-preservation shall be classified as an I occupancy. R-4 occupancies shall be sprinklered through out as required by section 903.3.1.3.

Section 406.1.4 Separation. Delete this section in its entirety and replace as follows.

1. The private garage shall be separated from all dwelling units by a one hour fire resistive wall assembly. The fire resistive wall may terminate at the ceiling provided: a) the ceiling framing construction is protected by a layer of 5/8 inch thick type X gypsum board and the area above the ceiling is a non habitable attic space. Garages located beneath habitable rooms or dwelling units shall be separated by an approved one hour fire resistive horizontal floor ceiling assembly and one hour fire resistive vertical wall assemblies. Penetrations of the fire resistive assemblies shall be fire stopped with materials approved for the hourly rating. Door openings between a private garage and a dwelling shall be provided with a minimum rating of 45 minutes and be equipped with self closing and self-latching doors. In addition these doors shall be provided with gasket seals on the top and sides including installation of a tight fitting threshold. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted.

2. Ducts in a private garage and ducts penetrating the walls or ceilings separating the dwelling unit from the garage shall be constructed of a minimum 0.019-inch (0.48 mm) sheet steel and shall have no openings into the garage. The duct shall be firestopped with materials approved for a one hour fire resistive assembly.

3. A separation is not required between a group R-3 and U carport, provided the carport is entirely open on two or more sides and there are not enclosed areas above.

Section 413.3 Usable space under floors. Add a new subsection to read as follows:

Usable space under the first story shall be enclosed except in groups R-3 and U occupancies, and such enclosure when constructed of metal or wood shall be protected on the side of the usable space as required for one hour fire resistive construction. Doors shall be self closing, of noncombustible construction or solid core, not less than 1 3/8" inches in thickness or a twenty minute door assembly may be used.

Exception:

Areas protected by approved automatic sprinkler systems.

Section 501.3 Location on property. Create a new section to read as follows:

For the purposes of allowable area limitations, required yards shall be permanently maintained. Buildings shall adjoin or have access to a permanent public way or yard on not less than one side.

Table 508.2.5 Incidental Accessory Occupancies. Amend table by adding footnote (a) to read as follows:

footnote (a). Regardless of the Btu rating, psi rating or horsepower rating a one hour separation or automatic fire – extinguishing system is required for furnace or boiler rooms providing heat for group E, R-1, R-2, I and R-4 Occupancies

Table 601 Fire-resistance rating requirements for building elements. Amend footnote (d) by adding the following sentence.

In group E Occupancies, an automatic sprinkler system may be substituted for 1 hour fire-resistance-rated-construction provided the system is designed in accordance with section 903.3.1.1.

Section 603.1 Allowable Materials. Add the following item to allowable materials.

26.4 Fire-retardant treated wood may be used as furring for exterior bearing and nonbearing wall construction provided the building is sprinklered throughout and the required fire rating of the wall is 2 hours or less.

Section 717.4.2 Groups R-1 and R-2.

Delete the last sentence in its entirety and replace with the following:

Draft stops in attic spaces shall be installed so that the maximum area between draft stops does not exceed 3,000 square feet, and the greatest horizontal dimension does not exceed 60 feet. Such draft stops are not required to be located directly above or in line with walls separating tenant spaces.

Delete exception 1 in its entirety.

Revise exception 3 to read as follows:

In R-2 occupancies that do not exceed four stories in height, the attic space shall be subdivided into areas not exceeding 3,000 square feet.

Section 808.1.1.1 Suspended acoustical ceilings. Delete this section in its entirety and replace as follows:

Suspended acoustical ceiling systems shall be installed in accordance with the provisions of ASTM C635 and ASTM C636 and the following installation standards.

1. A heavy duty-rated grid system shall be used in all occupancies. The perimeter wall angle shall be deemed to provide structural support for the perimeter cross-tee and main runner intersections and the edge support for the ceiling tiles provided it is secured.

Exception: Intermediate duty rated systems may be used in R-3 Occupancies.

2. Changes in the ceiling plane elevation shall be provided with structural support or additional wires capable of maintaining a positive bracing system.

3. Cable trays and electrical conduits shall be independently supported and braced independently of the ceiling.

4. Compression posts are not required if the distance from the plane of the suspended ceiling and the lowest structural framing elements are 24 inches or less.

5. Cross-tees, which are 8 inches or less in length and located at the perimeter of any room, do not require additional vertical 12 gauge support wires.

6. A 90 degree cross tee return system may be used to support the cross-tee to the perimeter wall angle. Rivets, zip-it wall anchors and/or screws may be used to positively attach the cross tee to the perimeter wall angle or wall substrate in lieu of additional perimeter wires. The installation shall be in accordance with this suspended ceiling policy.

7. Lighting fixtures seismically supported in accordance with CISCA 3-4 are not required to be positively attached to the suspended grid members.

8. Recessed can or bullet type lighting fixtures weighing less than 20 pounds shall be supported to the grid system and shall be positively attached to the structure above with a minimum of one 12 gauge wire or safety chain. Fixtures weighing more than twenty pounds shall be supported with a minimum of two 12 gauge wires or two safety chains attached to the fixture and secured to the structure above. These wires may be slack.

9. Suspended acoustical ceiling systems may not be used to provide lateral support for non-bearing partitions unless: a) designed by an engineer or b) installed in accordance with an approved evaluation report recognized by the International Building Code.

10. Ceiling mounted air terminals weighing less than 20 pounds shall be positively attached to the ceiling suspension main runners or cross tees having the same carrying capacity as the main

runners. Air terminals weighing more than twenty pounds shall be provided with a minimum of two 12-gauge wires, connected from the terminal to the structure above and shall be positively attached to the grid system.

11. Corridors which are 6 feet in width or less may have the seismic splay wires installed in the direction of the long axis of the corridor. These splay wires shall be spaced 12 feet on center and splayed at a 45 degree angle. Splay wires are not required in the short axis of the corridor.

12. When all ceiling tiles are replaced in an existing non-complying suspended ceiling, the lights and mechanical air terminals shall be upgraded and seismically braced prior to the new tile installation.

13. When lighting fixtures are replaced or relocated in an existing suspended ceiling, the new lights or relocated lights shall be seismically-braced in accordance with CISCA 3-4 and this section.

14. When mechanical ductwork or air terminals are altered or relocated in an existing suspended ceiling, those mechanical devices shall comply with the seismic requirements with CISCA and this section.

15. When 50% or more of the grid system is replaced or altered, the entire grid system shall be upgraded to meet the current seismic standards in accordance with CISCA 3-4.

16. Two inch wide perimeter angles are not required.

Section 903.2.3 Group E. Delete this section in its entirety and replace as follows:

An automatic sprinkler system shall be provided throughout all Group E occupancies. An automatic sprinkler system shall also be provided for every portion of educational buildings below the level of exit discharge. Day care uses that are licensed to care for more than 5 persons between the hours of 10 p.m. and 6 a.m. shall be equipped with an automatic sprinkler system designed and installed in accordance with Section 903.3.1.3, or an approved equivalent system. The use of a firewall or fire barrier does not establish a separate building or fire area for the purpose of this section.

Exceptions 1. Buildings with E occupancies having an occupant load of 49 or less.

2. Day care uses not otherwise required to have automatic sprinkler system by other provisions of the code.

Section 903.2.11.7. Pit Sprinklers. Add a new subsection and title to read as follows:

Pit Sprinklers. Sprinklers shall be installed in the bottom of all new and existing elevator pits below the lowest projection of the elevator car but no higher than 24 inches from the bottom of the pit.

Section 903.3.1.1 NFPA 13 Sprinkler systems is revised by adding a new Subsection 903.3.1.1.2 to read as follows:

Elevator Hoist ways and Machine Rooms. Where the provisions of this code require the installation of automatic sprinkler systems, such installation in Elevator hoist ways and machine rooms shall be in accordance with NFPA [13, Section 5-13.6.1] 13-2002 and ASME A17.1 Safety Code for Elevators and Escalators, 2000 edition

Exception:

Sprinklers may be deleted in an elevator machine room when such room is:

- (1) Separated from the remainder of the building in accordance with Section 3006.4
- (2) Smoke detection is provided in accordance with NFPA 72
- (3) Notification of alarm activation is received at a constantly monitored location.

Section 903.4.2 Alarms. Amend this section by adding the following sentence to the paragraph:

Buildings equipped with a sprinkler system without an alarm system shall have at least one notification device (horn/strobe) located inside the building in a commonly occupied area to alert occupants of a sprinkler activation.

Section 907.2.3 Group E. Revise this section by adding a second paragraph to read as follows:

Rooms used for sleeping or napping purposes within a day care use for a Group E occupancy shall be provided with smoke detectors that comply with section 907.2.11.2 and carbon monoxide detectors as specified in section 908.7.

Section 908 Emergency alarm systems. Revise this section by adding new sub-sections 908.7, 908.71 and 908.72

Section 908.7 Carbon Monoxide Detectors. Create a new subsection and title to read as follows:

Carbon Monoxide Detectors.

The provisions of this section apply to Group I-1,R-2, R-3 and R-4 occupancies. At least one (1) carbon monoxide detector shall be installed on each floor level. If a floor level contains bedrooms or sleeping rooms, at least (1) detector shall be located in the immediate vicinity of the sleeping area, outside of the bedrooms/sleeping rooms. Carbon monoxide detectors shall be listed and installed in accordance with their listing. The alarm shall be clearly audible in all sleeping rooms with intervening doors closed.

Exceptions:

1. Carbon monoxide detectors are not required in dwelling units and structures with no combustion (carbon base fuels) type appliances and with no attached garages **or parking of vehicles in close proximity of openings such as windows, doors and fresh air inlets.**
2. Carbon monoxide detectors are not required in Group R-2 occupancies where all combustion (carbon base fuel) equipment is located within a mechanical room separated from the rest of the building by construction capable of resisting the passage of smoke or the structure has an attached garage and is ventilated by an approved automatic carbon monoxide exhaust system designed in accordance with the mechanical code.

Section 908.7.1 Interconnection. Create a new subsection and title to read as follows:

In new construction, all carbon monoxide detectors located within a single dwelling unit shall be interconnected in such a manner that actuation of one alarm shall activate all of the alarms within the individual dwelling unit.

Section 908.7.2 Power Source. Create a new subsection and title to read as follows:

In new construction, carbon monoxide detectors shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with battery backup. Wiring shall be permanent and without a disconnecting switch other than those required for over current protection. Carbon monoxide detectors shall be permitted to be cord-and-plug type with battery backup in existing construction.

Section 1008.1.9.3 Locks or Latches. Add Exception 6 as follows:

6. In Groups B, F, M and S occupancies, a single thumb turn may be used in exit doors, where the occupant load is 100 or less, in

conjunction with an approved lock set when the thumb turn requires no more than one-half turn to unlock. Hardware height shall comply with Section 1008.1.8.2. This exception does not apply when panic hardware is required or installed.

Section 1008.1.9.3.1 Manual security bar for limited use. Create a new subsection and title to read as follows:

Manual security bar for limited use. Assembly occupancies such as restaurants, taverns and lounges and B,F,M,S occupancies with an occupant load of less than 100 may utilize a manual security bar for the second required exit when the building is not occupied by the public. The security bar shall be pre-approved by the fire marshal before installation. The bar must be easily removed and shall not be provided with padlocks, chains or other locking devices requiring special tools or knowledge. The bar shall be identified by a contrasting color. The exit door shall be provided with a sign stating, "This door to remain unlocked during business hours." The use of this provision may be revoked by the fire marshal for non compliance.

Assembly occupancies with an occupant load of 300 or less which are provided with an approved sprinkler system throughout may install a security bar on the second required exit as specified above. The conditions and approval of the security bar installation shall be kept on file with the fire marshal. The use of this provision may be revoked by the fire marshal for noncompliance.

Section 1008.1.8.7 Delayed egress locks. Revise exception #3 to read as follows:

3. The door locks shall have the capability of being unlocked by a signal from an approved location.

Section 1009.4.2 Stair riser and tread depth. Amend section by adding an exception #8 to read as follows:

Stairs or ladders used only to attend equipment are exempt from the requirements of Section 1009.

Section 1021.5 Exits from basements. Create a new subsection and title to read as follows:

Exits from basements.

Basements in all occupancies except Group R-3, shall be provided with a minimum of at least two independent exits.

Exceptions:

1. Basements used exclusively for the service of the building.
2. Basements used exclusively for storage purposes and limited to 750 square feet.
3. Basements used for private offices, maintenance rooms or laundry rooms and similar uses limited to an aggregate floor area of 500 square feet, provided a hard wired smoke detector is installed in the basement and interconnected to a smoke detector located on the level of discharge as approved by the City Fire Marshal.
4. Basements used for private offices, maintenance rooms or laundry rooms and similar uses which are provided with a direct exterior exit to grade shall be limited to an aggregate floor area of 750 square feet, provided a hard wired smoke detector is installed in the basement and interconnected to a smoke detector on the level of exit discharge as approved by the City Fire Marshal.
5. Buildings which are sprinklered throughout and contain a basement may have one exit provided:
 - 5.1 Basements are used exclusively for storage purposes and limited to 1500 square feet.
 - 5.2 Basements are used for private offices, maintenance rooms, or laundry rooms and similar uses limited to an aggregate floor area of 1000 square feet.
 - 5.3 Basements are used for private offices, maintenance rooms or laundry rooms and similar uses and are provided with a direct exterior exit to grade shall be limited to an aggregate floor area of 1500 square feet.

Section 1029.1 General. Revise the first sentence of the paragraph to read as follows:

In addition to the means of egress required by this chapter, provisions shall be made for emergency escape and rescue in Group R, I-1 day care occupancies where napping or sleeping rooms are provided.

Section 1029.1 Delete exceptions 1-4.

Section 1029.2 Minimum size. Delete the exception.

1101.2 Design. Add the following Paragraph:

The design and construction of buildings or portions of buildings to meet the requirements of the Americans with Disabilities Act and Fair Housing Act is the exclusive responsibility of the owner of the structure.

1102.1 Definitions. Add the following definitions:

CONVENTIONAL INDUSTRY TOLERANCES: Plus or minus ½ inch up to 36 inches and plus or minus 1 percent over 36 inches. Slopes may be plus or minus 1 percent.

ADAPTABLE: The ability of certain building spaces and elements, such as kitchen counters, sinks, and grab bars, to be added or altered so as to accommodate the needs of either disabled or non-disabled persons, or to accommodate the needs of persons with different types or degrees of disability.

1103.1 Where required. Add the following sentence to this section:

Subject to the approval of the Building Official, areas where work cannot reasonably be performed by persons having a severe impairment (mobility, sight or hearing) need not have specific features which provide accessibility to such persons.

1103.2.4 Detached dwellings. Delete this paragraph as replace as follows:

Detached one and two family dwellings and three unit dwellings, including accessory structures and their associated sites and facilities, are not required to be accessible.

1108.2.7 Assistive listening systems. Add the following sentence to this section:

Assistive listening systems shall be required in groups B, E, and M occupancies which contain rooms of assembly.

1110.1 Signs. Delete Item 1 and replace with the following:

1. Accessible parking spaces as required by Section 1106.1

1110.3 Other signs. Add the following item to this section:

7. Building directories are required for the following occupancies as defined by the building code: Groups A, B, E, I, & M greater than 6000 sq. ft. or more than one story. Regardless of building size, directories shall be provided for governmental office buildings, medical care facilities, shopping malls, public transportation facilities, senior citizen housing and hotels. Directories shall be provided within or immediately adjacent to the main entrances as approved by the Building Official. Directory signage shall comply with ICC/ANSI A117.

1111.1 Public telephones. Add a new section as follows:

Public telephones are required in medical care facilities, governmental office buildings, shopping malls, public and private schools, hotels, convention centers, and shall be located on an accessible route.

(For the purpose of this section schools which meet the Group E, Division 1 occupancy classification as defined in Chapter 3 of the Building Code shall comply).

1111.2 Public text telephones. Add a new section.

A public text telephone is required in governmental office buildings including police and fire stations, medical care facilities, senior housing facilities, hotels, conventions centers, libraries, public & private schools and shopping malls. A public text telephone is required in or adjacent to a hospital emergency room or hospital waiting room, and shall be located on an accessible route.

(For the purpose of this section schools classified as group E, occupancy as defined in Chapter 3 of the building code shall comply).

Section 1203.2 Attic spaces. Delete this section in its entirety and replace with the following:

Enclosed attics and enclosed rafter spaces formed where ceilings are applied direct to the underside of the roof rafters or trusses shall have cross ventilation for each separate space by ventilating openings protected against the entrance of snow and rain. The net free ventilation area for each space shall be not less than 1/150 of that area of the space ventilated. One-half of this required ventilating area shall be provided in the upper one-third portion of the space to be ventilated and the remaining required ventilating

area shall be evenly distributed at eave vents. A minimum continuous opening of 1.5 inches in width shall be provided at the eave vents. The openings shall be covered with corrosion-resistant metal mesh covering.

Section 1203.3.1 Openings for under-floor ventilation. Delete section 1203.3.1, 1203.3.2 in their entirety and replace with the following:

Each under-floor space shall be ventilated by an approved mechanical means or by openings in exterior foundation walls. Such openings shall have a net area of not less than 0.1 square foot for each 150 square feet of under-floor area. There shall be two openings located as close to corners as practical on opposite sides to provide cross ventilation. The openings shall be covered with corrosion resistant wire mesh approximately 1/4" in size. All structures with a crawl space shall have a minimum 6 mil ground vapor retarder to prevent the flow of water vapor from soils into the heated building interior.

Section 1205.2 Natural light. Delete the paragraph in its entirety and replace as follows:

Guest rooms and habitable rooms within a dwelling unit or congregate residence shall be provided with natural light by means of exterior glazed openings with any area not less than one twentieth of the floor area of such rooms with a minimum of 5 square feet, except that minimum egress requirements shall govern.

1209.2 Attic Spaces. Add a sentence as follows:

Attic access shall not be located in a room containing bathing facilities.

1210.1 Floor and wall base finish materials. Delete this paragraph and replace with the following:

In other than dwelling units, toilet and bathing room floors shall have a smooth, nonporous, non-absorbent surface such as non-cushioned sheet vinyl, sealed concrete or ceramic tile with sealed joints or other approved materials. Base shall be of similar materials, shall extend up the wall 5 inches (127 mm) minimum, and shall be sealed to the flooring and wall surface and allowing differential movement without water penetration.

1210.2 Walls and partitions wainscot. Revise this section by renaming the section and delete the first paragraph to read as follows:

Walls and partitions wainscot.

Walls and partitions within 2 feet (610 mm) of the front and sides of urinals, water closets and sinks shall have a smooth, non-porous, hard, non-absorbent surface such as non-cushioned sheet vinyl, sealed concrete, ceramic tile with sealed joints, approved plastic panels, or other approved materials, installed to a minimum height of 4 feet above the finished floor and except for structural elements, the materials in such walls shall be of a type that is not adversely affected by moisture.

1210.2 Walls and partitions. Delete exception 1 and 2 and replace as follows:

Exception.

1. Dwelling Units

1210.2.1 Walls and partitions moisture resistive gypsum board application. Create a new subsection and title to read as follows:

In addition to the wainscot provisions as required by section 1202.2, moisture resistive gypsum board, cement board or other approved material shall be applied to walls within two feet from the front and sides of urinals, water closets, tub, shower, lavatories and service sinks. Moisture resistive gypsum board shall be applied on walls in the spaces as stated above in all occupancies up to a height of 4 feet. Walls immediately adjacent to tub and shower areas shall be provided with moisture resistive gypsum board to a height of 7 feet above the drain inlet.

Chapter 13 ENERGY EFFICIENCY. Delete this chapter in its entirety and refer to chapters 1-4 of the International Energy Conservation Code as amended.

Section 1507.2.2 Slope. Delete this paragraph and replace as follows:

Asphalt shingles shall be used only on roof slopes of two units vertical in 12 units horizontal or greater. Required underlayment shall be provided as follows: A roof slope of 2:12 shall be provided with an approved self-adhering polymer modified bitumen on the entire roof surface. A roof slope of 3:12 shall be provided with double underlayment in accordance with section 1507. Roof slopes of 4:12 or greater shall be provided with a single layer of underlayment in accordance with section 1507.

Section 1507.2.6 Fasteners. Add an exception to read:

Staples may be substituted for nails on new work only. They must be galvanized or stainless steel with a (1) inch crown and of sufficient length to completely penetrate the shingle and roof sheathing. Staples must be straight and flush with the shingle surface.

Section 1507.2.8 Underlayment application. In the first sentence, change “two units vertical” to “three units vertical”.

Section 1507.2.8.2 Ice barrier. Delete this section in its entirety and replace as follows:

Where a non-energy heel truss design is utilized, an approved self-adhering polymer modified bitumen sheet shall be installed on the roof deck extending from the eave up the roof to 36 inches inside the exterior wall line of the building.

Exception: Detached accessory structures that contain no conditioned floor area.

Section 1607.11.2 Reduction in roof live loads. Delete this section in its entirety and replace as follows:

Roof snow loads shall not be reduced.

Section 1608.3 Roof snow loads. Add a new section to read as follows:

In no case shall the roof design snow load be less than 50 psf. There is no snow load duration increase allowed for wood framed or wood trussed roofs. A minimum ground snow load (P_g) of 60 pounds per square foot shall be used in the determination of drift loads.

Section 1608.4 Sliding snow. Create a new subsection and title to read as follows:

Metal roofs with a slope greater than 2:12 shall have barriers installed to resist the sliding action and subsequent dumping of ice and snow on persons and property. These barriers shall be constructed to specifically protect required public parking areas, public walkways, entrances and required exit discharge.

Section 1612 Flood loads. Delete this entire section.

Section 1704.4 Concrete construction. Delete exception 2.3 and replace with the following:

The structural design is based on an f'_c no greater than 3,000 pounds per square inch (psi).

Section 1803.1 General. Add the following sentence to the paragraph.

The effects of soil densification and differential settlement shall also be considered in the investigation, reporting and determination of potential soil strength loss when conditions warrant, also reference Section 1802.2.7.

Section 1803.5.2 Questionable soil. Add the following sentence to the paragraph.

In the event permafrost conditions are suspected, a soils investigation may be required.

Section 1804.3 Site grading. Add the following sentence to the last paragraph.

It shall be the responsibility of the building owner to assure that discharge of roof and surface runoff is disposed of without affecting adjacent property.

Section 1804.5 Compacted fill material. Delete the first sentence and replace with the following:

Where footings will bear on compacted fill material, the compacted fill shall, when required by the Building Official, comply with the provisions of an approved report, which shall contain the following:

Fill material used to support building foundations and/or floor slabs shall consist of not more than five percent by weight of particles passing the No. 200 sieve and shall be compacted to a minimum of 95 percent of maximum density. The Building Official may require that verification of compaction be submitted in the event a site inspection reveals questionable soil conditions.

Section 1805.4.2 Foundation drain. Delete this section in its entirety.

Section 1806.2 Presumptive load-bearing values. Add a third paragraph to the section to read as follows:

Footings shall bear upon in-situ, coarse-grained soils as defined in ASTM 2487 with the exception of groups SM and SC. Soils grouped in the SM and SC classifications shall be acceptable provided the footings are at a depth as

required above and placed upon a minimum of 1'-6" of compacted, clean gravel fill.

Table 1807.1.6.2 Concrete foundation walls. Add a footnote f to read as follows:

f. Plain concrete foundation walls are prohibited in Seismic Design Category D.

Section 1807.1.3 Rubble Stone. Delete this section and referenced tables in its entirety.

Table 1807.1.6.3(1) Plain masonry foundation walls. Add a footnote (g) to read as follows:

(f.) Plain masonry foundation walls are prohibited in seismic design category D.

Section 1807.1.6.3.1. Alternative foundation wall reinforcement. Delete this section in its entirety and replace as follows:

In lieu of the reinforcement provisions for masonry foundation walls in table 1807.1.6.3(2), 1807.1.6.3(3) or 1807.1.6.3(4), alternative reinforcing bar sizes and spacing having an equivalent cross-sectional area of reinforcement per linear foot of wall shall be permitted to be used, provided the spacing of reinforcement does not exceed 48 inches and reinforcing bar sizes do not exceed No.11.

Section 1809.1 General. Delete this section and replace as follows:

Shallow foundations shall be designed by a registered engineer licensed by the State of Alaska. Such design shall comply with sections 1809.2 through 1809.13.

Section 1809.2. Supporting soils. Add the following sentence to the paragraph.

Footings and foundations shall be built on unfrozen, undisturbed, non-frost susceptible soil or compacted unfrozen NSF fill or CLSM.

Section 1809.4 Depth and width of footings. Delete this section in its entirety and replace as follows:

The minimum depth of footings below the undisturbed ground surface shall be 3'-6" unless substantiated by a design prepared by a registered engineer licensed in the State of Alaska. The minimum

width of footings shall be in accordance with a design prepared by a registered engineer licensed in the State of Alaska.

Section 1809.5 Frost protection. Delete item 1 and replace with the following:

1. The minimum depth of footings shall be 3'-6" below the undisturbed ground surface.

Delete item 2 under the exceptions and replace with the following:

2. Area of 400 feet (56 m²) or less for light-framed construction.

Delete the last sentence of the paragraph and replace with the following:

Footings shall not bear on frozen soil.

Section 1809.7 Prescriptive footings for light frame construction. Delete this section in its entirety including table 1809.7 and replace as follows:

Where a specific design is not provided, concrete footings supporting walls of light-frame single family–duplex residential construction are permitted to be constructed in accordance with the City of Fairbanks Standard Foundation Details SFD1-SFD8. Commercial foundation designs shall be prepared by a registered engineer licensed by the State of Alaska.

Section 1809.8. Plain concrete footings. Delete this section in its entirety.

Section 1809.9 Masonry-unit footings. Delete this section and the exception in its entirety and replace as follows:

Masonry-unit footings shall be reinforced and shall be designed by a registered engineer licensed by the State of Alaska.

Section 1809.12 Timber footings. Add the following sentence to the end of the paragraph.

Timber footings shall be designed by a registered engineer licensed by the State of Alaska.

Section 1905.12 Cold weather requirements. Add the following sentence to the paragraph.

For the purposes of near freezing weather considerations, 40 degrees F shall be used. The protection shall be capable of maintaining the

temperature of the curing concrete at or above 50 degree F for the required time periods stated in section 1905.11.

Section 1908.1.8 ACI 318, Section 22.10. Amend this section by revising paragraph 22.10.1 to read as follows

22.10.1- Structures assigned to seismic design category C, D, E or F shall not have elements of structural plain concrete.

Section 1908.1.8 ACI 318, Section 22.10. Amend this section by further deleting sub paragraphs (a), (b) and (c).

Section 2304.7.2. Structural Roof Sheathing Add a new paragraph to read as follows:

Roof sheathing installed on structural supports spaced (2) feet on center shall have a minimum (32/16) span rating with panel edge clips placed midway between such supports. Roof sheathing with a minimum (40/20) span rating may be applied to framing supports spaced at (2) feet on center without panel edge clips.

Section 2304.7.2.1 Spaced lumber sheathing Add a new subsection and exception to read as follows:

Spaced lumber sheathing installed on roofs located in seismic design category D shall be designed by a licensed engineer registered in the State of Alaska. Drawings and supporting calculations shall be submitted for review and approval. Truss design shall consider effects of spaced sheathing.

Exception:

Detached residential garages, storage sheds green houses and other non habitable accessory structures. A shop building or warehouse does not qualify for the exception unless designed by an Engineer licensed by the State of Alaska. Truss design shall consider effects of spaced sheathing.

Section 2305.4. Seismic framing connectors. Create a new section and title to read as follows:

Seismic framing connectors. Seismic framing connectors (hurricane ties) shall be installed at each exterior bearing end of each truss or rafter and shall have a minimum lateral load capacity of not less than 400 pounds unless otherwise substantiated by design calculations provided by a civil engineer licensed in the State of Alaska.

Table 2306. 2.1(1) Allowable Shear. Add the following sentence to footnote (d).

Where necessitated by sheathing nail spacing, two 2-inch nominal members fastened together in accordance with section 2301.1 to transfer design shear value between the framing members is permitted.

Table 2306. 2.1(2) Allowable Shear. Add the following sentence to footnote (e).

Where necessitated by sheathing nail spacing, two 2-inch nominal members fastened together in accordance with section 2301.1 to transfer design shear value between the framing members is permitted.

Table 2306.3 Allowable Shear. Add the following sentence to footnote (f.)

Where necessitated by sheathing nail spacing, two 2-inch nominal members fastened together in accordance with section 2301.1 to transfer design shear value between the framing members is permitted.

Table 2306.3 Allowable Shear. Delete the last sentence to footnote (i) and replace as follows:

Foundation anchor bolts shall have a steel plate washer under each nut not less than 2-1/2 x 2-1/2 x 1/4 inch. The plate washer shall extend to within 1/2 inch of the edge of the bottom plate on the sheathed side.

Section 2306.7 Shear walls sheathed with other materials. Amend this section by revising the last sentence of the paragraph to read as follows:

Shear walls sheathed with portland cement plaster, gypsum lath, gypsum sheathing or gypsum board shall not be used to resist seismic forces in structures assigned to seismic design category D, E or F.

Table 2306.7 Allowable shear for wind or seismic forces for shear walls of lath and plaster or gypsum board wood framed wall assemblies. Add a footnote (I) to read as follows:

Lath and plaster or gypsum board values not permitted in Seismic Design Category D.

Section 2308.2 Limitations. Amend this section by revising item 3.1 to read as follows:

3.1. Average dead loads shall not exceed 29 psf for combined roof and ceiling, exterior, walls and partitions.

Section 2308.2 Limitations. Amend this section by revising item 3.2 to read as follows:

Live loads shall not exceed 50psf.

Section 2308.2 Limitations. Amend this section by revising item 3.3 to read as follows:

Ground snow loads shall not exceed 60 psf.

Section 2308.6. Foundation plates or sills. Amend this section by adding the following sentence to the end of the paragraph to read as follows:

A minimum washer of 2 inch X 2 inch by 3/16 inch is required for each sill plate bolted connection unless an alternate design is provided by a registered engineer licensed by the State of Alaska.

Section 2308.12.1 Numbers of Stories. Delete this section in its entirety and replace with the following:

Structures of conventional light-frame construction shall not exceed two stories in height unless designed by a registered engineer licensed by the State of Alaska.

Section 2509.3 Limitations. Delete exception 1 in its entirety.

Chapter 27 Electrical. Delete this chapter in its entirety and replace with the **National Electric Code as adopted and amended by the City of Fairbanks.**

Section 2901.1 Scope. Revise this section by deleting the reference to the **International Plumbing Code and International Private Sewage Disposal Code.**

Add the following note to the beginning of this paragraph:

Where reference to any Plumbing Code is made in this Code it shall be taken to mean the *Uniform Plumbing Code* as adopted and amended by the City of Fairbanks.

Table 2902.1 Minimum Number of Required Plumbing Fixtures. Delete the footnotes to the table and replace as follows:

Add footnotes (g) and (i) in the “water closet” column heading; add footnote (i) in the “other” column heading. Add footnote (h) at row 4 under the Factory and Industrial heading and under the Bathtubs and Showers column.

- a. The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by the *International Building Code*.
- b. Toilet facilities for employees shall be separate from facilities for inmates or patients.
- c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient rooms shall be permitted where such room is provided with direct access from each patient room and with provisions for privacy.
- d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
- e. Where water is served in restaurants, drinking fountains shall not be required. Excluding A and E occupancies, bottled water dispensers shall be permitted to be substituted for not more than 50 percent of the required drinking fountains. In B occupancies with fewer than 75 occupants, bottled water dispensers or sinks shall be permitted to be substituted for the required drinking fountains.
- f. The minimum number of drinking fountains shall comply with Table 3902.1 as amended and chapter 11 of the IBC.
- g. In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational occupancies. Urinals shall not be substituted for more than 50 percent of the required water closets in all other occupancies.
- h. Emergency showers and eyewash stations shall conform to ISEA Z358.1.
- i. Floor drains shall be installed in Toilet rooms containing two (2) or more water closets or a combination of at least one (1) water closet and one (1) urinal, except in a dwelling unit. Floor drains shall also be installed in commercial kitchens, laundry rooms in commercial buildings, and common laundry facilities in multi-family dwelling buildings.

Section 3002.1 Hoistway Enclosure Protection. Add the following:

Elevator hoistway shaft enclosure walls not required to have a fire resistive rating may be constructed with glass. Such glass shall be laminated glass that passes the requirements of ANSI A17.1.

Section 3004.1 Vents Required. Delete this section in its entirety and replace as follows:

Hoistways of elevators and dumbwaiters penetrating more than two stories shall be provided with a means for venting smoke and hot gases to the outer air in case of fire. When energy conservation requires that the vents be normally closed, automatic venting by actuation of an elevator

lobby detector or power failure may be accepted. When hoist way pressurization is used, venting upon power failure may be accepted. In either case a manual override must be provided.

Section 3004.3 Area of vents. Amend this section by adding a second paragraph to the exception to read as follows:

Vents shall be mechanically operated and shall be automatically activated upon operations of any elevator lobby smoke detector. An approved fire alarm system or sprinkler system, for activation purposes, may be used in lieu of the elevator lobby detectors. A manual override shall be provided in an approved location, for fire department use and to address potential power failures. Vents shall be equipped with a failsafe device to open when power failure occurs. The venting of each individual hoistway shall be independent from any other hoistway venting, and the interconnection of separate hoistways for the purpose of venting is prohibited.

Section 3411.1 Scope (Accessibility to Existing Buildings). Add the following paragraph:

The design and construction of buildings or portions of buildings to meet the requirements of the Americans with Disabilities Act and Fair Housing Act is the exclusive responsibility of the owner of the structure.

Section 2. The effective date of this Ordinance is the ___ day of March, 2011.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ABSTAIN:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 5835

AN ORDINANCE TO AMEND FGC SECTIONS 30-31 AND 30-32, ADOPTING THE 2009 INTERNATIONAL FIRE CODE WITH AMENDMENTS, AND SETTING AN EFFECTIVE DATE

WHEREAS, the Building Code Review and Appeals Commission reviewed the **2009** International Fire Code and the amendments thereto and recommended adoption of the **2009** International Fire Code; and

WHEREAS, the City Council now desires to accept the recommendations of the Building Code Review and Appeals Commission; and

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

Section 1. Fairbanks Code of Ordinance Sections 30-31 and 30-32 are hereby repealed and re-enacted as follows:

ARTICLE II INTERNATIONAL FIRE CODE

Sec 30-31 Adoption.

The International Fire Code, **2009** Edition, including all appendix chapters as published by the International Code Council is hereby adopted.

Sec 30-32 Amendments.

Section 105 Permits.

Section 105.6 Operational Permits is amended by deleting all required operational permits except:

- 105.6.15 Explosives and Fire Works
- 105.6.44 Temporary membrane Structures, Tents, and Canopies

Section 105.7 Construction Permits is amended by deleting all the required construction permits except:

- 105.7.1 Automatic fire extinguishing systems
- 105.7.4 Fire alarm and detection systems & related equipment
- 105.7.5 Fire pumps & related equipment
- 105.7.12 Standpipe systems
- 105.7.13 Temporary membrane structures, tents, and canopies

A permit is required to operate an air-supported temporary membrane structure or tent having an area in excess of 200 square feet (19 m²), or a canopy in excess of 400 square feet (37 m²).

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Fabric canopies and awnings open on all sides which comply with all the following:
 - 2.1 Individual canopies shall have a maximum size of 700 square feet (65 m²).
 - 2.2 The aggregate area of multiple canopies placed side by side without a fire break clearance of 12 feet (3658 mm) shall not exceed 700 square feet (65 m²) total.
 - 2.3 A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be provided.

Section 105 Permits is amended by adding the following new sections

105.7.1.1 A person and/or company designing, installing, testing, or maintaining automatic fire extinguishing systems are required to be NICET certified and provide a current permit issued by the State Fire Marshal's Office.

105.7.3.1 A person and/or company designing, installing, testing, or maintaining fire alarm and detection systems and related equipment are required to be NICET certified and provide a current permit issued by the State Fire Marshal's Office.

Section 106 Inspection. Add subsection 106.5 as follows:

106.5 All buildings and structures subject to the authority of this code are subject to inspection pursuant to a duly adopted inspection program. All inspections provided will subject the owner and/or operator to payment of fees as set forth in Code of Ordinances Section 30-1.

Section 201.3 Terms Defined in Other Codes.

Where terms are not defined in this code and are defined in the International Building Code, International Fuel Gas Code, International Mechanical Code or **Uniform Plumbing Code, as adopted by the and amended by the City of Fairbanks**, such terms shall have the meanings ascribed to them as in those codes.

Where reference to any electrical code is made in this code, it shall be taken to mean the National Electrical Code as adopted and amended by the City of Fairbanks.

Section 202-C Definitions and Abbreviations. Amend the definitions as follow:

Educational Group E, Day care revise to read: "The use of a building or structure, or portion of the building or structure, for education, supervision, or personal care services for more than five children who are older than two and one-half years of age, including children related to the staff, shall be classified as a Group E occupancy.";

Educational Group E Day care

Create a new definition for Family Child Care Homes to read as follows:

A family child care home is a licensed facility that is located within a single- family home in which personal care services are provided by the owner or tenant that normally occupies the residence on a twenty four basis.

Add the following exception to this section "**Exception:** Family child care homes operated in a primary residence (R-3) and operating between the hours of 6:00 a.m. and 10:00 p.m. **may accommodate a total of twelve children, provided that no more than 5 children are under the age of 2 ½ years,** without conforming to the requirements of a Group E occupancy except for (1) smoke alarms as described in Subsection 907.2.10; (2) general means of egress requirements of Section 1003, including emergency escape and rescue openings, as required by Section 1029, in napping or sleeping rooms; (3) accessibility requirements as outlined in Chapter 11; (4) portable fire extinguisher requirements as described in Section 906 and (5) CO detection as required in IFC Section 908.7.

A Day Care occupancy which operates between the hours of 10:00 p.m. and 6:00 am shall be equipped with an approved automatic sprinkler system throughout, designed and installed in accordance with IFC Section 903.3 and NFPA Standard 13D or an approved equivalent system as approved by the Fire Chief; emergency escape and rescue openings, as required by Section 1026, in napping or sleeping rooms; portable fire extinguisher requirements as described in Section 906, smoke detection as required in Subsection 907.2.10 and CO detection as required in IFC Section 908.7;

Institutional Group I-1 Revised this section by deleting the last sentence of the paragraph and replacing with the following:

A facility such as above, housing more then 2 and not more than 16 persons, shall be classified as Group R-4.

Institutional Group I-2 is revised to read: "A facility such as one described above with five or fewer persons including persons related to the staff shall be classified as Group R-3."

Institutional Group I-2 is revised to read: "A child care facility that provides care on a 24-hour basis to more than five children who are 2 ½ years of age or less, including children related to the staff, shall be classified as Group I-2."

Institutional Group I-4, day care facilities is revised to read: "A facility within this occupancy classification with five or fewer persons, including persons related to the staff, shall be classified as a Group R-3.";

Nursing Homes. Delete the definition and revise as follows:

Nursing homes are long-term care facilities on a 24 hour basis, including both Intermediate care facilities and skilled nursing facilities, serving more than two persons and any of the persons are incapable of self-preservation.

Residential Group R, R-4. Delete this paragraph in its entirety and replace as follows:

Residential occupancies shall include buildings arranged for occupancy as Residential Care/Assisted Living Facilities including more than 2 and no more than 16 persons, excluding staff shall be classified as Group R-4. Occupants of a residential care/assisted living facility are capable of responding to an emergency situation without physical assistance from the staff. Occupancies which include individuals who are not capable of responding to an emergency situation or incapable of self preservation shall be classified as an I occupancy. R-4 occupancies shall be sprinklered throughout as required by section 903.3.1.3.

Townhouse. Delete the definition and replace as follows:

Townhouse. A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on at least two sides. Each townhouse shall be considered a separate building as recognized by a recorded lot line between such units. Each townhouse unit shall be provided with separate water, sewer, heating and electrical services.

Section 308.3 Delete this section and add the following:

Open flame. A person shall not utilize or allow to be utilized an open flame in connection with a public meeting or gathering for the purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation, or similar purposes in assembly or educational occupancies with out consultation and coordination with the fire chief. Written authorization is required if approved.

Section 308.3.1 is revised by deleting this section and adding the following:

Charcoal burners and other open-flame cooking & heating devices shall not be operated on combustible balconies or decks, or within 10 feet (3048 mm) of combustible construction.

Section 405 is revised by the addition of a subsection:

405.10 False alarms: False alarms may not be counted as a fire drill for the purposes of Section 405. EMERGENCY EVACUATION DRILLS.

Section 408.3 is revised by the addition of a subsection as follow:

408.3.5 False alarms. False alarms may not be counted as a fire drill for the purposes of this section.

Section 507.5.4 (Obstructions) is revised by deleting this paragraph and adding the following:

Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections (FDC) or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. No vehicle shall be parked within 15 feet of the front and ten feet of the side of a fire hydrant, fire department connection or fire protection control valve on private or public property.

Section 901.3 Permits is revised by deleting this section and adding the following:

Permits shall be required as set forth in Section 105.7. “Certification” Any company installing and or performing maintenance on sprinkler systems shall have at least one individual on site who holds a permit issued by the State Fire Marshal’s Office.

Section 901 General is revised by adding a new subsection to read as follows:

901.10 Damage protection. When exposed to probable vehicular damage due to proximity to alleys, driveways or parking areas; standpipes, post indicator valves and sprinkler system or standpipe system connections, shall be protected in an approved manner as outlined by IFC (International Fire Code) or GHU (Golden Heart Utilities) standards.

Section 901.6.2 is revised by deleting this section and adding the following:

Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the fire code official within 30 days.

901.6.2.1 “Records” is revised by deleting this section and adding the following:

Initial records shall include the name of the installation contractor, type of components installed, and manufacturer of the components, location and number of components

installed per floor. Records shall also include the manufacturers' operation and maintenance instruction manuals. Such records shall be maintained on the premises. A copy of all inspection and service reports shall be sent to the Fairbanks Fire Prevention Office.

Section 903.2.3 Group E. Delete this section in its entirety and replace as follows:

An automatic sprinkler system shall be provided throughout all Group E occupancies. An automatic sprinkler system shall also be provided for every portion of educational buildings below the level of exit discharge. Day care uses that are licensed to care for more than 5 persons between the hours of 10 p.m. and 6 a.m. shall be equipped with an automatic sprinkler system designed and installed in accordance with Section 903.3.1.3, or an approved equivalent system.

Exceptions 1. Buildings with E occupancies having an occupant load of 49 or less. 2. Day care uses not otherwise required to have automatic sprinkler systems by other provision of the code.

903.2.12 Other hazards is revised by adding the following subsection:

903.2.11.7 Pit sprinklers. Sprinklers shall be installed in the bottom of all new and existing elevator pits below the lowest projection of the elevator car but no higher than 24" from the bottom of the pit.

Section 903.3.1.1 is revised by adding a new Subsection:

903.3.1.1.2 Elevator Hoist ways and Machine Rooms. When the provisions of this code require the installation of automatic sprinkler systems, the installation in elevator hoist ways and machine rooms must occur as described in N.F.P.A. 13, (Elevator Hoist ways and Machine Rooms) and adopted by reference, and the American Society for Mechanical Engineers (A.S.M.E.) A17.1 *Safety Code for Elevators and Escalators* (as adopted by the State of Alaska Dept of Labor Standards and Safety) and adopted by reference.

Exception: Sprinklers are not required in an elevator machine room where the machine room is:

- (1) separated from the remainder of the building as described in *I.B.C.* Section 3006.4;
- (2) smoke detection is provided in accordance with N.F.P.A. 72 and adopted by reference; and,
- (3) notification of alarm activation is received at an approved central station alarm.

Section 903.4.2 Alarms. Amend this section by adding the following sentence to the paragraph:

Buildings equipped with a sprinkler system without an alarm system shall have at least one notification device (horn/strobe) located inside the building in a commonly occupied area(s) to alert occupants of a sprinkler activation.

Section 907.2.3 Group E is revised by adding a second paragraph to read:

Rooms used for sleeping or napping purposes within a day care use of Group E occupancy must be provided with smoke alarms that comply with Section 907.2.11.2 and CO (carbon monoxide) detection as required Section 908.7.

Section 907.17 Acceptance Test is revised by adding a new sentence to read:

907.8 Acceptance tests.

Upon completion of the installation of the fire alarm system, alarm notification appliances and circuits, alarm-initiating devices and circuits, supervisory-signal initiating devices and circuits, signaling line circuits, and primary and secondary power supplies shall be tested in accordance with NFPA 72. A copy of the acceptance test certificate must be forwarded to the fire department by the firm conducting the test within 30 days of the completion of the installation.

Section 907.9.5 Maintenance, Inspection and Testing is revised by changing the last sentence to reads:

The building owner shall be responsible for ensuring that the fire and life safety systems are maintained in an operable condition at all times. Service personnel shall meet the qualification requirements of NFPA 72 for maintaining, inspecting and testing such systems. A written record shall be maintained and shall be **delivered within 30 days** to the fire code official.

Section 908 Emergency Alarm Systems is revised by the addition of a new section 908.7 and sub sections 908.7.1, 908.7.2

908.7 Carbon monoxide detectors. The provisions of this section shall apply to Group I-1, R-2, R-3 and R-4 occupancies. At least one (1) carbon monoxide detector shall be installed on each floor level. If a floor level contains bedrooms or sleeping rooms, at least one (1) detector shall be located in the immediate vicinity of the sleeping area, outside of the bedrooms/sleeping rooms. Carbon monoxide detectors shall be listed and installed in accordance with their listing. The alarm shall be clearly audible in all sleeping rooms with intervening doors closed.

Exceptions:

1. Carbon monoxide detectors are not required in dwelling units and structures with no combustion (carbon base fuel) type appliances and with no attached garage or parking of vehicles in close proximity.

2. Carbon monoxide detectors are not required in Group I-1 and R-2 occupancies where all combustion (carbon base fuel) equipment is located within a mechanical room separated from the rest of the building by construction capable of resisting the passage of smoke; and/or the structure has an attached garage and is ventilated by an approved automatic carbon monoxide exhaust system designed in accordance with the mechanical code.

908.7.1 Interconnection. In new construction, all carbon monoxide detectors located within a single dwelling unit shall be interconnected in such a manner that actuation of one alarm shall activate all of the alarms within the individual dwelling units.

908.7.2 Power source. In new construction, carbon monoxide detectors shall receive their primary power from the building wiring where such wiring is served from a commercial source and shall be equipped with a battery backup. Wiring shall be permanent and without disconnecting switch other than those required for over current protection. Carbon monoxide detectors shall be permitted to be cord-and-plug type with battery backup, or battery powered in existing construction.

Section 1003.1 General Means of Egress Applicability is revised by adding an exception to read as follows:

Exception: Stairs or ladders used only to attend equipment are not considered elements of the means of egress system.

Section 1003.6 (Means of Egress) is revised by the addition of the sentence:

No kiosks, merchandise or similar obstruction shall be placed in such a way to restrict the minimum clear width required by the International Building Code.

Section 1008.1.9.3 Locks or Latches. Add Exception 6 as follows:

6. In Groups B, F, M and S occupancies, a single thumb turn may be used in exit doors, where the occupant load is 100 or less, in conjunction with an approved lock set when the thumb turn requires no more than one-half turn to unlock. Hardware height shall comply with Section 1008.1.8.2. **This exception does not apply when panic hardware is required or installed.**

Section 1008.1.9.3.1 Manual security bar for limited use. Create a new subsection and title to read as follows:

Manual security bar for limited use. Assembly occupancies such as restaurants, taverns and lounges and B,F,M,S occupancies with an occupant load of less than 100 may utilize a manual security bar for the

second required exit when the building is not occupied by the public. The security bar shall be pre-approved by the fire marshal before installation. The bar must be easily removed and shall not be provided with padlocks, chains or other locking devices requiring special tools or knowledge. The bar shall be identified by a contrasting color. The exit door shall be provided with a sign stating, "This door to remain unlocked during business hours." The use of this provision may be revoked by the fire marshal for non compliance.

Assembly occupancies with an occupant load of 300 or less which are provided with an approved sprinkler system thorough out may install a security bar on the second required exit as specified above. The conditions and approval of the security bar installation shall be kept on file with the fire marshal. The use of this provision may be revoked by the fire marshal for noncompliance.

Section 1008.1.9.7 Delayed egress locks is revised by changing item number 3 to read as follows:

3. The door locks shall have the capability of being unlocked by a signal from a location approved by the code official.

Section 1009.4.2 Stair treads and risers. Amend section by adding an exception #8 to read as follows:

Stairs or ladders used only to attend equipment are exempt from the requirements of Section 1009.

Section 1021.5 Exits from Basements. Create a new subsection and title to read as follows:

Basements in all occupancies except Group R-3 shall be provided with a minimum of at least two independent exits.

Exceptions:

1. Basements used exclusively for the service of the building.
2. Basements used exclusively for storage purposes and limited to 750 square feet.
3. Basements used for private offices, maintenance rooms or laundry rooms and similar uses limited to an aggregate floor area of 500 square feet, provided a hard wired smoke detector is installed in the basement and interconnected to a

smoke detector located on the level of discharge as approved by the City Fire Marshal.

4. Basements used for private offices, maintenance rooms or laundry rooms and similar uses which are provided with a direct exterior exit to grade shall be limited to an aggregate floor area of 750 square feet, provided a hard wired smoke detector is installed in the basement and interconnected to a smoke detector on the level of exit discharge as approved by the City Fire Marshal.
5. Buildings which are sprinklered through out and contain a basement may have one exit provided:
 - 5.1 Basements are used exclusively for storage purposes and limited to 1500 square feet.
 - 5.2 Basements are used for private offices, maintenance rooms, or laundry rooms and similar uses limited to an aggregate floor area of 1000 square feet.
 - 5.3 Basements are used for private offices, maintenance rooms or laundry rooms and similar uses and are provided with a direct exterior exit to grade shall be limited to an aggregate floor area of 1500 square feet.

Section 1029.1 General. Revise this section by deleting exceptions 1 thru 4.

Section 1029.2 Minimum size. Delete the exception.

Section 1030 Maintenance of the means of egress is revised by adding the following section:

Section 1030.9 Protection from falling snow and ice. Where the accumulation of snow and/or ice on a structure creates a hazardous condition, the areas below the accumulation shall be protected from falling snow and/or ice. These areas shall include (but not be limited to) building entrances and exits, pedestrian, driveways, public right-of-way and utility locations for gas meters, fire department connections, and electrical meters, services and disconnects.

Chapter 45 (NFPA References) is revised by changing the referenced standards from the publication date listed to the following edition, and the standards are adopted by reference:

- N.F.P.A. 10-2010 Portable Fire Extinguishers;***
- N.F.P.A. 13-2010 Installation of Sprinkler Systems;***
- N.F.P.A. 13D-2010 Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes;***
- N.F.P.A. 13R-2010 Installation of Sprinkler Systems in Residential Occupancies Up to and Including Four Stories in Height;***

N.F.P.A. 14-2010 Standpipe and Hose System;
N.F.P.A. 20-2010 Installation of Stationary Pumps for Fire Protection;
N.F.P.A 24-2010 Private Fire Service Mains
NFPA 25-2011 Inspection, Testing, and Maintenance of Water Base Fire
Protection Systems
N.F.P.A.72-2010 National Fire Alarm Code;

1.1 Appendix B Fire Flow Requirements for Buildings

Section B103- Modifications. Add new subsections B103.4 and B103.5 as follows:

B103.4 For buildings requiring a fire flow of 1,500 gallons per minute or less, located in areas not served by water mains, the Fire Chief may waive or reduce the fire flow requirements and/or may require a fire alarm system, if the cost of installing water mains or reservoirs exceeds 5% of the total cost of the structure(s) and improvement(s) as determined by the architect's or engineer's estimate.

B103.5 Table B105.1 is modified as follows for buildings located in areas not served by water mains.

- a. Floor areas for buildings may be increased by 100% of the basic floor area without an increase in fire flow, provided that an automatic, central station, or remote station supervised smoke or heat detection system is installed throughout the structure in accordance with NFPA 72. For the purposes of this subsection, such an installation may allow type V-B construction to be increased to 10,000 square feet in area.
- b. Separate fire areas within a building may be created by the construction of concrete or concrete block walls having minimum fire duration of two (2) hours, with no openings permitted, and extending to the outer edges of horizontal projecting elements. Full height parapets are required above the roof line.
- c. Sprinkler systems installed to reduce fire flow requirements (by 75% in accordance with the exception to section B105.2) and not otherwise required by the International Building or Fire Codes, 2009 editions, may be supplied from either pressure tanks or tanks with a listed fire pump, sized in accordance with the following criteria:

Classification	Design area (X 1500 sq. ft.)	Tank with fire pump	Pressure tank
Light Hazard	.10 gal/sq. ft.	2,000 gals	3,000 gals
Ord. Hazard 1	.15 gal/sq ft.	2,500 gals	3,750 gals
Ord. Hazard 2	.20 gal/sq ft.	3,000 gals	4,500 gals
Extra Hazard 1 & 2	NOT PERMITTED		

- d. Sprinkler systems specifically required by the 2009 editions of the International Building Code or Fire Code shall be installed in accordance with Chapter 9 of the International Fire Code 2009 edition. An approved water supply capable of providing ten minutes of the sprinkler system design discharge, not including hose stream allowances, shall be provided. The system must be monitored by an approved central or remote station alarm system. At such time that a water utility main is laid in front of, alongside of, or adjacent to the improved property, the owner of the property must connect the sprinkler system to the water utility main in an approved manner within one year and thirty days from the date such water service is declared available.
- e. A tract of land or subdivision which has been surveyed and divided into residential lots for purpose of sale shall meet fire flow requirements as determined by Section B105.1 of this Appendix.
- f. A tract of land, which, by means of incremental development, becomes similar to a tract of land or subdivision, which has been surveyed and divided into residential lots for purpose of sale, shall meet fire flow requirements as determined by Section B105.1 of this Appendix..
- g. Once an approved water main system is installed, subsequent additions to existing buildings, and all new construction, shall meet the required fire flow.
- h. Multiple structures on a single lot shall be individually evaluated for fire flow requirements.

Section 2. That the effective date of this Ordinance is the ___ day of March, 2011.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSTAIN:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

City Of Fairbanks



MEMORANDUM

To: Council Members
From: Jerry Cleworth, City Mayor *JC*
Subject: Contract Negotiations – Fairbanks Firefighters Association
Date: February 22, 2011

All but two Fire Department Employees are covered by a labor agreement with the Fairbanks Firefighters Association that expires this coming September. The current agreement provides that negotiations are to commence during 2011.

Attached is a copy of Fairbanks General Code Section 42-1, regarding labor relations and contract negotiations. In accordance with the terms of that section, I am providing you the following:

1. A copy of the current labor agreement -- attached.
2. A summary of City's proposed changes will be presented to you in executive session at the March 7, 2011 meeting. At that meeting, we will provide a brief summary of the changes I believe are necessary.

I propose that we hold an executive session at the March 21, 2011 for your input and direction on negotiations.

Sec. 42-1. - Labor relations.

The mayor shall have the basic responsibility for the labor relations as set forth in this chapter. He specifically shall:

(1) a. Have the authority to negotiate with representatives of employee organizations representing city employees for the purpose of arriving at collective bargaining agreements as to wages, hours and terms or conditions of employment. The council by majority vote may delegate the responsibility for negotiations to a qualified individual or entity without negating the authority of the mayor. Any such agreements as may be negotiated between the city shall not be effective unless and until approved by ordinance of the city council. In negotiating contracts, the mayor will use provisions of the personnel program, unless directed otherwise, as guidelines to be achieved. The basic goal will be to treat city employees in a similar manner as much as appropriate, and to pay similar wages for similar work.

b. Any amendments to a labor contract negotiated during the life of the contract shall not be effective unless and until approved by ordinance of the city council. The mayor shall convey the proposed amendment to the city council with explanation and cost analysis for the city council's consideration.

(2) Conduct labor negotiations in a manner as follows:

a. Prior to negotiations for a replacement bargaining agreement (or any part of an agreement), or at any time as the city is under a lawful obligation to bargain economic terms of employment, the mayor shall present to the city council a copy of the expired collective bargaining agreement, where applicable, and a proposed replacement agreement.

b. The proposed replacement agreement shall be presented to the city council at least one month prior to the commencement of negotiations. The city council shall meet and discuss the replacement agreement and shall provide discernible direction to the mayor concerning strategies, goals, objectives, etc.

c. The city council shall review and identify noneconomic bargaining items upon which the mayor may commence negotiations and reach tentative agreement. The city council shall review and identify economic bargaining items upon which the mayor may commence negotiations; however, the mayor shall make no tentative agreement to any economic proposal which substantially deviates from the city council's approval prior to receiving further approval.

d. The mayor shall provide the city council with quarterly information reports which shall describe the status of pending negotiations.

e. Upon completion of negotiations, the mayor shall, where applicable, present to the city council for ratification all tentatively agreed upon provisions in the replacement bargaining agreement.

f. The provisions of section 50-83 regarding the one-year period of ineligibility for the employment of former city councilmembers shall be included in all collective bargaining agreements.

g. The mayor shall analyze all nine labor contracts and look for a common policy on boiler plate language which will be consistent in each contract. This completed document shall be submitted to the different labor organizations and city council for review. A meeting shall be scheduled with all parties to establish a procedure for incorporation of the language into the contracts.

h. The mayor shall conduct a comprehensive wage and benefit survey before each contract is negotiated. This survey shall incorporate data from the public and private sector.

i. The mayor shall negotiate wages and benefits at the average level revealed by the survey. Wages and benefits which are found to be above average shall be frozen until such time as the survey reveals such wages and benefits have fallen below average.

j. All labor negotiations, with the exception of original negotiating strategies, shall be negotiated in open sessions.

k. The negotiation teams shall consist of no more than three per side.

l. Individual members of the city council shall not enter into separate negotiations with any union organization.

m. The city negotiating team shall be solely embodied to negotiate on behalf of the city council.

n. The city council shall be committed to the following goals during the negotiating process:

1. Elimination of longevity pay for new hires.
2. Fair and reasonable deductible in medical insurance.
3. Analyze possible alternatives to the state public employees retirement system plan.
4. The use of accumulated leave time in a year by the end of the year with balances forfeited to the city.

(Code 1960, § 16.15.101; Ord. No. 5503, § 2, 10-26-2002; Ord. No. 5524, § 1, 4-5-2003)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**FAIRBANKS FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 1324**

Signed September 5, 2008

ARTICLE 1 : GENERAL

1.1 Effective Date

This Agreement shall become effective on August 16, 2008 for pay changes and September 2, 2008 for work rule changes and shall remain in effect for three years.

1.2 Renewal Agreement

Either party desiring to negotiate a renewal of this Agreement shall notify the other party in writing by January 1, 2011. Upon receipt of such notice, negotiations shall begin within 30 days unless otherwise agreed between the parties.

In the event that neither party notifies of an intent to renegotiate, the agreement shall self-renew in one-year increments, and all terms and conditions of this agreement shall continue to be binding upon the parties except that base wages shall be increased by the same amount and in the same manner as they have been in the last year of this contract during each succeeding year in which the contract is allowed to renew.

In the event that the City votes in a manner that purports not to fully fund any term of this agreement during any year of this contract or any renewal year of this contract, the entire contract shall be deemed immediately reopened for negotiations.

1.3 Binding Conditions

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 Negotiations

A. A maximum of three Member negotiators shall be permitted to attend and participate in negotiations during their normal workday without loss of compensation and without interruption, except for emergency response. The lead negotiator for the Association, when attending on duty, shall not be included in minimum manning and shall be relieved of duty during negotiation sessions.

B. The parties agree, that upon mutual consent, that negotiations may be conducted in intensive five-day sessions, during which three Association negotiators will be placed on an administrative 40-hour schedule.

1.5 Impasse at Collective Bargaining

If an impasse or deadlock is reached in collective bargaining, both parties agree to participate in mediation and/or binding arbitration according to applicable State law.

1.6 Retroactivity

Should any retroactive payments be negotiated as a part of this Agreement, such will be paid within 30 days of the signing of the Agreement. Any retroactive provision contained herein will affect only those Members covered by this Agreement and actually employed by the City on the precise date this Agreement is signed by the City and the Association.

1.7 Work Stoppage, Slowdown or Strike

The Association agrees that Members do not have the right to engage in any work stoppage, slowdown, or strike and if any unauthorized or wildcat work stoppage, slowdown, or strike occurs, it will immediately notify Members engaged in the unauthorized activities to cease and desist and will publicly declare that the work stoppage, slowdown, or strike is illegal and unauthorized. Any Member engaging in any strike shall be subject to immediate dismissal by the City, without right to utilize the grievance procedure of this Agreement.

1.8 Heirs and Successors

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any kind of change in ownership, management, or governing entity or either party hereto, or by any change, geographical or otherwise, in the location of business of either party hereto.

1.9 Amendments

This Agreement may be amended by mutual agreement of the parties. The party desiring to amend the Agreement shall request a meeting with the other party in writing. The parties shall meet and confer to determine if mutually agreeable amendment(s) to this Agreement can be made.

1.10 Authority to Bind Parties

Tentative amendments to this Agreement produced by negotiations shall be presented to the Association membership for ratification. Upon ratification, the President is authorized to sign the amendment thereby binding the Association to the terms and conditions of the amendment to the Agreement. The Mayor's signature on any amendment shall bind the City to the terms and conditions of the amendment to this Agreement, provided however that any amendment(s) to this Agreement shall not be effective unless and until approved by ordinance of the City Council.

1.11 Disqualification From Employment

Persons who formerly served as a member of the City Council of the City shall be disqualified from City employment for a period of one year from the last date of membership on the Council.

1.12 Past Practice

The parties recognize that this agreement does not address every topic which is a mandatory or permissive topic of negotiation. Unwritten customs and practices have arisen between the parties that provide guidance for the future. If a uniform action or response to a reoccurring situation has explicitly been recognized by the parties as the proper action or response, it will provide guidance if a grievance should arise regarding the practice in the future.

ARTICLE 2 : COVERAGE

2.1 Recognition

The City recognizes the Fairbanks Fire Fighters Association as the exclusive bargaining representative for all classifications listed in Article 16 of this Agreement for any geographical area for which the City provides emergency services. The parties agree that disputes as to the creation of or change to classifications covered by this Agreement are to be resolved in accordance with State law. The parties agree to negotiate appropriate pay scales for new or changed classifications within the bargaining unit.

2.2 Classification Vacancies

The City agrees to fill vacancies in classifications contained in this Agreement and any new classifications created within the bargaining unit, except recruit positions, with Members unless no Member qualifies.

2.3 Gender Reference

Any reference in this contract to the masculine or the feminine gender shall be deemed to include the other unless the context clearly indicates non-inclusion.

ARTICLE 3: RELATIONS

3.1 Employer - Association Relations

The City has and will retain the right to represent and manage the City and the City's property and to direct its working forces, including the right to hire, to promote and demote, to reclassify, and to discipline 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 its business.

3.2 Non-Discrimination

There shall be no discrimination against any Member because of race, color, creed, sex, age, disability, or national origin or because of membership in or lawful activity on behalf of the Association.

3.3 Association Officials

The City will recognize the Association shop stewards as authorized representatives of the Members or groups for whom they are selected. The Association shall promptly notify the City as to the appointment and change of any shop steward, officers and any members of standing committees contained within this Agreement.

3.4 Association Access & Business Conduct

The Association's Business representatives, including, shop stewards, shall be granted access to the City's premises at all times during which any member covered by this Agreement is on duty, but shall not interfere with operations. As long as there is no interference with operations, they shall be allowed to respond to inquiries concerning Association matters and to conduct Association business. While on duty, they shall be allowed to conduct Association business on or off premises, however, while on duty, conducting of Association business that will interfere with operations will require notification of the shift supervisor and approval of the Fire Chief. Association activities and meetings shall be permitted so long as they do not preclude completion of work details, assignments, training and emergency responses.

3.5 Judicial Decisions

A. Any provisions of this Agreement or amendments thereto judicially declared to be in violation of any applicable State or Federal law shall be null and void, but all other provisions of this Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful in a manner described above, the parties hereto agree to meet within 15 days and for a reasonable period thereafter continue negotiations until substitute clauses have been reached via negotiation or arbitration in accordance with State law.

B. During any period of time in which any or all provisions of this Agreement may come to be declared judicially invalid, the parties may mutually agree to interim use of applicable personnel code provisions.

3.6 Scope of Agreement

This Agreement is intended to be the complete agreement between the parties. All previous written or oral agreements or letters of understanding unless incorporated into this Agreement are hereby deleted.

3.7 Language Conflict

In the case of any conflict between the provisions of this Agreement and the provisions of the City Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement shall govern.

3.8 Communication

Unless otherwise specified in this Agreement, the President and the Mayor shall be the agents for their respective parties for purposes of service, process, notice, demand or payment.

3.9 Nepotism

Persons related by blood, marriage, or intimate relationship may not be assigned to the same shift or work together in the same division (e.g., Fire Prevention Division) if one such person would be supervised by the other. Supervised includes a direct working relationship in which one employee approves, directs, or reviews the work of another employee.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Grievance Policy

It is the mutual desire of the City and the Association to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Association to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the City and the Association have adopted the following procedure as the exclusive method of resolving grievances arising under this Agreement, not including Unfair Labor Practices or other disputes covered under the Alaska Public Employment Relations Act.

4.2 Grievance Definition

A grievance is defined as any good faith and material dispute between the Association, on behalf of itself or a Member(s), and the City involving the interpretation, application, or alleged violation of any provision of this Agreement, the Rules and Regulations or the Standard Operating Procedures of the Fairbanks Fire Department, including involuntary termination and disciplinary action. 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 procedure set forth herein. Any questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. The City and the Association may mutually agree to use the grievance procedure for other matters.

4.3 Grievability/Arbitrability

Any dispute as to whether or not a particular complaint has merit as a grievance as defined in this Article shall be referred to the Alaska Labor Relations Agency.

4.4 Grievance Delivery

"Delivered" or "presented" shall mean either:

1. Made available for pickup at the Fire Chief's office, and recipient is notified by telephone or electronic means.
2. Hand delivered to the office of the person to whom delivery is required or hand delivery to that person.
3. Mailed, postmarked and delivered by the U.S. Mail to the required recipient. Mailing is complete upon postmarking, but if mail is used as the only means of delivery, three days is added to any applicable time period for action by the recipient.

4.5 First Step

A. When the Association has a grievance, the Shop Steward or union officer accompanied by the affected Member(s), shall verbally discuss the matter with the Chief or the Chief's designee and attempt to resolve the problem. The grievance must be brought to the attention of the Chief within 30 days after its occurrence or within 30 days of the Member(s) having actual or constructive knowledge of the facts upon which the grievance is based.

B. Constructive knowledge is deemed to have been given when a Member(s) had the ability to ascertain the facts upon which the grievance exists through the exercise of reasonable diligence. If the grievance cannot be resolved through verbal discussion, the grievance may be advanced to the Second Step.

4.6 Second Step

Grievances not settled in the First Step shall be presented in writing by the Union officer to the Fire Chief within five days of the completion of the First Step. The Fire Chief shall investigate and consider the grievance and within five days deliver a written response to the President.

4.7 Third Step

A. Grievances not settled at the Second Step shall be presented in writing by the Association to the Mayor within 10 days after receipt of the Fire Chief's answer. The Mayor shall have 15 days to meet with all involved parties, investigate and consider the grievance and deliver a written response to the Association. If the Mayor rejects the Association's grievance remedy, the reason(s) shall be stated in the response.

B. A grievance by the City will be filed with the Association at the Third Step. If the Association rejects the City's grievance remedy, the reason(s) shall be stated in the response.

4.8 Arbitration

A. If efforts to resolve the dispute at the Third Step are not satisfactory, then the Association may notify the Mayor in writing within 14 days after the written response of the Mayor that the grievance is to be submitted to binding arbitration. Such notice shall include the copies of all relevant documents, reference to the section of the Agreement, the rules and regulations or the standing operating procedure(s) of the Fire Department that has been allegedly violated.

B. The Association will decide which grievances to arbitrate, Members may not advance grievances to arbitration except as outlined in Article 4, Section 18.

4.9 Arbitrator Selection

A. When a grievance is submitted to binding arbitration, the Association and the Mayor or his designee shall meet at a date and time mutually agreeable within 14 days from the time the Association has notified the City of the Association's desire to arbitrate, to select an arbitrator. Upon the failure of the two parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of seven names of persons, with prior service as a neutral arbitrator involving the interpretation of Fire Department working agreements who are available for service within three months of request.

B. Within five days of receipt of the list, the City and Association representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot. Unless mutually agreed otherwise, arbitration shall commence at the convenience of the parties and the arbitrator within three months of the date of the selection of the arbitrator.

C. The arbitrator will be retained to make a written report of his or her findings to the Association and the Mayor after the hearing is concluded. Said arbitrator will be governed by voluntary labor arbitration rules of the American Arbitration Association as are in effect at the time of the arbitration. Except in the case where the arbitrator's decision exceeds his or her authority under State law, or the decision exceeds the scope of interpretation of a term and condition of employment, the decision of the arbitrator shall be final and binding on both parties to the dispute. The final decision of the arbitrator shall be implemented as soon as possible but no later than 30 days after the final decision is rendered.

D. The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to amend the Agreement or the rules and regulations or the standard operating procedure of the Fire Department.

4.10 Expedited Arbitration

The parties may, by mutual consent, agree to arbitrate a grievance under the most recent version of the Expedited Arbitration Rules of the American Arbitration Association, dated January 1, 1996. The Expedited Arbitration Rules shall be amended as follows:

1. The Arbitrator shall be selected by mutual agreement, or failing mutual agreement, by requesting A.A.A. to select a single arbitrator.
2. Neither party shall be represented by legal counsel at the proceeding.
3. The parties may amend the Expedited Rules of Arbitration by mutual consent.

4.11 Grievance Consolidation

Unless mutually agreed otherwise, each grievance or dispute will be submitted to a separately convened arbitration.

4.12 Grievance Expenses

Each party shall bear the expense of their respective witnesses (other than a City employee, subject to Article 4, Section 13) and arbitration presentation. The arbitrator's fees and expenses shall be paid by the non-prevailing party, as determined by the arbitrator. In the event of a compromise award, as so stated by the arbitrator, the arbitrator's fees and expenses shall be apportioned as equitable in the arbitrator's judgment. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services.

4.13 Grievance Witnesses

Any City employee called as a witness by either side will continue to receive his regular rate of pay while on duty. Should such meetings be scheduled outside of regular working hours, no compensation shall be paid.

4.14 Grievance Settlement

A. Any grievance settlement, including City default, must be approved by the Association as represented by the Association signature, before it becomes effective. If not acted upon by the Association within 10 days the settlement shall stand. If the offer is approved it may not be the subject matter of a new grievance except to the extent that the new policy or rule is being violated.

B. If a settlement affects Department operations, it shall be noted in the S.O.P.'s and/or rules and regulations.

4.15 Status Quo

A. 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.

B. If it is the finding of the arbitrator that the conditions and provisions should not have been changed, the arbitrator shall award to the prevailing party its' actual costs incurred, including reasonable attorney fees, in pursuing the grievance including those outlined in Article 4 Section 12. Disputes relating to costs and fees will be referred to the arbitrator by written briefs.

C. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined that an employee has been discharged without just cause, the arbitrator shall order the City to return the employee to his position without loss of seniority, normal leave accruals, medical coverage for out of pocket costs actually incurred in accord with the coverage of the Health Plan in effect when the expense was incurred, and compensation for the period off work at the employee's normal rate of pay less mitigation sums available to or received by the employee during the period off City work.

4.16 Grievance Time Limits

In the event that any party fails to answer a grievance within the time required at any step of the grievance procedure, or 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 in the grievance/arbitration procedure may be extended by mutual agreement. Notice and a five day opportunity to respond will be given before default is called against either party. Any grievance settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

4.17 Expedited Grievance Advancement

The parties may by mutual agreement waive any step or steps of the grievance procedure to advance said grievance in an effort to expedite resolution.

4.18 Grievance Representation

A. If the Association declines to represent a Member at any stage of the grievance procedure and the grievance concerns discipline and/or termination, the Member may proceed independently through the grievance and arbitration procedures but shall be held to the grievance and arbitration requirements and deadlines. A Member may choose to not independently pursue the grievance. Such choice shall constitute a failure to exhaust administrative procedures; however the Member may have other legal remedies not contained within the benefits of this Agreement.

B. When a grievant is not represented by the Association, all communications to and from the grievant will be through the Association. Should the Association so desire, it may intervene in the grievance procedure at any point to represent its interests.

4.19 Overtime Grievances

If the basis of a grievance is that the City failed to offer a Member an opportunity to work overtime, and the Member(s) was eligible and available at the time he should have been called, the parties Agree to the following;

1. Within 90 days of resolution, the grievant(s) may elect to work overtime at a time mutually agreeable between the Member and the Fire Chief.
2. The Member will be "charged" a turn on the rotational list using the date of the denial of overtime, when the grievance is filed.
3. Overtime worked either prior to resolution of the grievance or F.L.S.A. overtime worked subsequent to the resolution shall not be counted toward settlement of the grievance.
4. The Member will work a block of time equal to the missed block of time, performing normal job duties and may be modified by mutual agreement of the grievant(s) and the Fire Chief.
5. The Member working missed overtime may be included towards minimum manning.
6. The provisions of this section do not apply when the denial of overtime was intentional.

ARTICLE 5: BENEFITS

5.1 Retirement System

A. The City and all Members will participate in the Public Employees Retirement System of Alaska administered by the Public Employees Retirement Board of the State of Alaska, established by statute.

B. Members eligible to do so, shall be allowed to participate in any enacted State Retirement Incentive Programs for the Public Employee's Retirement System without any additional City imposed restrictions. The City agrees to pay its own share of the cost of the Retirement Incentive Program.

C. The City and the Fairbanks Fire Fighters Association agree to reopen negotiations on a supplemental retirement account for employees enrolled in the Public Employees Retirement System of Alaska Tier IV by July 2009.

5.2 Physical Examinations

A. The parties recognize that the demands of fire suppression work and State or federal regulation require that a periodic physical be conducted by competent physicians and medical professionals. All Members shall receive an annual physical at the City expense by a physician of the City's choosing. No other physical will be paid for by the City or its health care provider unless deemed necessary by the Members' physician. The City shall schedule the physical to be conducted when the Member is on duty or, at the direction of the City, the Member shall schedule the physical on the Member's non-scheduled (non-work) day, in which case the Member shall be compensated two hours total time at the appropriate FLSA rate. The physical shall include all tests and examinations required by law and by the Infectious Disease Control Protocol Standard Operating Procedure and any other tests as required by the Cities examining physician. Subsequent treatment for non-work related conditions shall be subject to the terms of the benefits plan covering Members.

B. The annual physical is a condition of continued employment.

C. No later than two weeks prior to separation of a Member, the Member will have completed an exit physical unless that Member has had his annual physical within six months of separation. The Member shall not be allowed final separation from the City pending completion of any required physical.

D. The City shall insure that the results of all medical evaluations and physical performance tests shall remain confidential. The City shall be informed by the physician only as to whether each Member is fit for service.

5.3 Medical Examination Dispute Resolution

A. If the Fire Chief, with the concurrence of the Mayor, questions the physical or mental ability of a Member to perform his normal work assignment, an examination(s) may be ordered by the City. If such examination(s) demonstrates in the opinion of the examining physician that the Member is physically or mentally incapable of performing his normal work assignment, the Member shall be allowed to seek a second opinion from a local licensed physician of his choice or one specializing in the area of medicine or treatment identified as the problem by the first physician. If no such specialist is available locally, then Anchorage shall be used followed by Seattle.

B. 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 Member. The results of the third examination shall be final and binding. The City shall pay for all examinations and connected expenses involved in this section.

5.4 Reassignment

If a Member's physical or mental condition permanently or indefinitely prevents him from performing his normal work assignments, the City agrees to make a reasonable effort to place the Member in a classification he can perform within City employment. If there is not an existing and funded vacant position in a classification in which the Member can competently and adequately perform the duties of the classification, the Member shall be laid off or terminated by reason of disability subject to Article 8.

5.5 Retirement Benefits

A. *Deferred Compensation* - Members may participate in City deferred compensation programs. The Association may suggest to the City deferred compensation plans and agents.

5.6 Health Insurance

A. The City shall provide the Members of the Fairbanks Fire Fighters Association, Local 1324 and their dependents with a group insurance program for life insurance, health, dental, audio and visual care insurance. The City will not unilaterally withdraw from the PSEA plan. The current plan, administered by the Public Safety Employee Association Trust (and subject to changes that the Trust may make), will not be replaced without prior notice to the Association. In the event of plan replacement, the parties agree to negotiate over the economic effects of the plan change and, in the event of an impasse, to utilize mediation and binding arbitration, provided that such the arbitrator will not have the authority over the City's choice of plan.

B. Starting the first month following the effective date of this agreement, the City will pay \$850.00 per member per month towards health care plan costs, with members paying the excess premiums by monthly pre-tax payroll deduction. Should the City approve more than \$850 per month for any other bargaining unit or for non-represented employees, the higher payment will be made for this bargaining unit as well.

C. Effective 1/1/08 members shall have \$100 a month placed into an IRS Section 125 Health Care Spending Account and/or Dependent Care Account established by the City and administered by AFLAC or a substitute administrator. If there are technical reasons which prohibit enrollment during 2008, the City will enter into a substitute arrangement with the PSEA Trust to reduce employee out of pocket expense \$100 per month amount for 2008 only.

1. These accounts shall be separate and distinct from the PSEA Health and Welfare Trust. Amounts not spent by a Member by year's end in each calendar year become the property of the City in accordance with IRS Section 125 regulations.
2. Members shall be eligible to contribute an additional pre tax amount in their Health Care Reimbursement and/or the Dependent Care Account administered by AFLAC.
3. Members shall select the percentage of the employer/employee contributions to be placed in each account (health care or dependent care) during the period of December 1 through January 15 for the year that begins on January 1. If no election is made, 100% shall be placed in the Health Care Spending Account.

D. If the Association is removed from the PSEA health care plan for reasons attributable to the City, the City shall provide members with a substantially comparable health care plan and member co-pay amounts for premiums shall not be increased beyond \$300.00 per month per employee.

E. Cost of mandated job related physical examinations, tests, and immunizations shall not be included in health care costs for purposes of establishing plan costs or billed to employee health care plans.

F. Should the Association choose to participate in an acceptable alternative plan, the parties agree to pursue the implementation of said plan if mutually agreeable.

ARTICLE 6: WORK RULES

6.1 Work Schedules:

A. SUPPRESSION SCHEDULE:

1. The regular work schedule for the suppression Members covered by this Agreement shall be 24-hour shifts with 48 hours off duty between shifts. The regular work schedule for the Battalion Chief supervising a shift shall be 24.5 hours with 47.5 hours off duty between shifts. If more than one Battalion Chief is assigned to a shift, additional Battalion Chief(s) shall only be paid for a maximum 24 hours per shift. The City will maintain records of all hours worked by Members within 27-day work cycles, except for standby time, which is governed by Article 6, Section 10. All regularly scheduled hours worked by Members in excess of 204 hours per 27-day work cycle shall be paid at the "FLSA rate". This schedule is referred to elsewhere in this Agreement as the "Suppression Schedule."

2. For training purposes a Member's hours of work or assigned duties may be temporarily altered by the Department Head so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.

3. A Member's hours of work or assigned duties may be altered for other reasons when it is agreeable between the Member, the Association, and the Fire Chief so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.

4. Travel time pay shall apply only to Members who report to work and then are reassigned to another station prior to start of the shift.

B. 40-HOUR SCHEDULE:

The workweek for 40-hour Members shall consist of either:

1. Five consecutive days of eight hours per day for a total of 40 hours per week, OR
2. A flexible schedule as mutually agreed upon by the Member and the Fire Chief consisting of 40 hours per week.

C. ADMINISTRATIVE OFFICER:

1. Battalion Chiefs or Captains may be appointed, with mutual consent of the City and the Member, to the position of Administrative Officer. Appointments will be for a maximum of one year renewable with mutual consent.

2. Administrative Officers working a 40-hour schedule shall be paid as if he was still on his assigned shift.

3. There shall be a maximum of two Members designated as Administrative Officers at one time.

4. Administrative Officers shall work a complete pay period on one schedule; 40-hour schedule or suppression schedule. Shift changes while working a suppression schedule and transferring to a different suppression shift shall be in accordance with Article 6, Section 13.

5. Hours of Work:

- a. The normal work schedule for Battalion Chiefs working as Administrative Officers shall be Monday through Friday, 0730 – 1630 hours.
- b. The work schedule for Battalion Chiefs when working as Administrative Officers and filling in as a suppression Battalion Chief or Paramedic shall be 0730 – 1530 hours; or 0730 – 1730 if a 4 – 10 hour day schedule is mutually agreed to.
- c. The normal work schedule for Captains working as Administrative Officers shall be Monday through Friday, 0800 – 1700 hours.
- d. The work schedule for Captains when working as Administrative Officers and filling in as a suppression Captain or Paramedic shall be 0800 – 1600 hours; or 0800 – 1800 if a 4 – 10 hour day schedule is mutually agreed to.
- e. This schedule may be changed or flexed as agreed between the Department and the Member.
- f. Administrative Officers may be scheduled to work as the appropriate shift officer. While working as a suppression officer, any hours exceeding 10 hours in a day shall be paid at 1½ times the appropriate suppression rate.

6. Administrative Officers when working a 40-hour schedule shall be eligible for emergency callback at the City's discretion. They shall remain on, but not participate in the overtime rotation or acting lists.

7. Administrative Officers will maintain their leave bank in the suppression rate schedule regardless of assignment.

8. Administrative Officers, when requesting leave to be taken on a 40-hour schedule, must submit leave requests at a ratio of one to 1.4. One hour taken off at the 40-hour rate will equal 1.4 hours at the suppression schedule leave bank. Leave taken at this rate will affect FLSA overtime and will be applied to their nearest 24-hour shift within the pay period.

9. While working a 40-hour schedule, an Administrative Officer may only work in the relief of a vacated position within their classification or as paramedic and may not displace a suppression Member within the Administrative Officer's respective classification, unless that individual is being assigned as a paramedic.

10. Administrative Officers, when working a 40-hour schedule, shall be given holidays off in lieu of receiving holiday pay. An administrative officer may elect to work the recognized holiday and receive the normal 11.5 hours of holiday pay.

6.2 Overtime Rates

A. Members shall be compensated at their rate of pay or acting rate of pay, whichever is applicable, for overtime at the following rates, in 1/2 hour increments:

1. FLSA rate compliance (hours in excess of 204 worked in a 27 day cycle): 1.5 X regular rate.
2. Holdover (non holiday): 1.5X regular rate.
3. Callback for training or other than specified in this Agreement: 1.5X regular rate, 2 hour minimum.
4. Callback for manning: 1.5X regular rate, 4 hour minimum.
5. Callback for emergency, investigation, or holidays; and holdover on holidays: 1.5X 40-hour rate.
 - a. holdover, ½ hour minimum.
 - b. emergency and investigation, 2 hour minimum.
 - c. manning, 4 hour minimum.
6. Members who agree to participate as part of the City's participation in non-city events (state forestry, etc.) will follow the overtime guidelines of the agency that is directing their work. Payment will be under federal guidelines as outlined under payroll recording keeping guidance for career firefighters as outlined by the US Fire Administration.
7. Mandatory Holdover Overtime (forced): 1.5 X 40 hour rate.

B. The 40-hour rate for Members working a suppression schedule is calculated by multiplying the Member's regular rate by 56 and then dividing that amount by 40.

C. COMPENSATORY TIME: 40 hour member can accrue Comp time in lieu of overtime, at the member's discretion, at the appropriate OT rate. Comp Time off shall be taken in the same manner as annual leave, subject to federal and state law.

6.3 Overtime Assignment Procedures

A. GENERAL:

1. The Battalion Chief will keep current records of assignment dates showing the following:
 - a. contacted Y/N.
 - b. time of contact or attempt.
 - c. refusal or acceptance.
2. No "turn" will be charged if no contact is made.

3. It will not count as a refusal of overtime if a Member is already committed to a standby on a shift needing the overtime, or to Fire Department related activity, or is ineligible to work due to Article 6.3 (A) (18), or previously scheduled and reported Association business. That opportunity will be treated as if the Member was never asked.
4. Probationary fire fighters shall not be eligible for rotational overtime opportunities until they have completed their new hire probationary period.
5. The qualified Member with the oldest date on the overtime rotation list will be the first offered or contacted. When more than one vacancy is available in a single classification, choice of vacancy will be offered to the qualified Member of the classification longest without opportunity and so on until all the vacancies are filled. If the Member is off duty, that Member shall be required to report for duty within one hour of the time contacted. If the Member does not report within the one-hour window, the Member shall forfeit the opportunity and will be "charged" a turn on the rotation list.
6. Notification for overtime will be made by the Battalion Chief and not considered accepted unless the Member contacted has personally responded. The Battalion Chief shall let the telephone ring 10 times, at the Member's single designated phone number, before moving on to the next Member on the rotation list.
7. Answering machines and pagers may be used however; the Battalion Chief shall only leave a message stating he is looking for overtime personnel. The contact message shall not make any reference to a number of possible hours needed. When the message has been left, the Battalion Chief shall move on down the contact list attempting to reach other Members. If a Member using an answering machine or pager calls in before the overtime position has been filled, that Member shall be given the opportunity to fill the position, otherwise the call to him shall be logged as no contact. If the Member refuses the opportunity, the Member shall be charged a turn on the rotation list.
8. If the Battalion Chief is on a phone contact with the next Member on the rotation list when the Member contacted by pager or answering machine calls in, the Battalion Chief shall complete his call either logging as no contact or offering the opportunity if contact is made prior to offering the opportunity to the Member contacted by answering machine or pager.
9. Notification for overtime needed at normal shift change will be made during the 30-minute period immediately preceding shift change. If it is known that overtime will be required at some time during the on-coming shift, but after shift change, the Battalion Chief shall attempt to fill assignments for those time periods during the 30 minute period prior to shift change.

10. When an unanticipated overtime opportunity becomes available after shift change and the Battalion Chief already has scheduled an off duty Member for an overtime opportunity during the 30 minute morning period, the Battalion Chief shall attempt to contact the scheduled Member first and offer him the choice of the scheduled overtime or the unanticipated overtime.

11. A Member scheduled for the overtime must confirm the overtime during a one-hour window prior to the reporting time by contacting the Battalion Chief. If the Battalion Chief's phone is not being answered, the Member shall contact the Dispatcher who will relay the request for confirmation to the Battalion Chief.

12. If the overtime is not required and a Member reports for duty without confirmation contact being made, the City shall not be liable for any claim to overtime by that Member.

13. If on duty Member must be held over until an off duty Member reports for overtime assignment, the Battalion Chief may ask for volunteers among qualified Members for the assignment. If more than one qualified employee volunteers, the Member with the most Department seniority will have first choice. The Member held over shall be paid the appropriate overtime rate for the period of holdover time and will not have a rotational opportunity "charged" against him.

14. To achieve required minimum manning level, classifications will be filled in the following order:

- a. Battalion Chief
- b. Captain
- c. Driver
- d. Firefighter

15. The classification of firefighter for this section shall mean all Members presently in that classification.

16. Actors [Article 6, Section 9(A)] may not be utilized until this Section has been used to achieve minimum manning levels.

17. If needed positions cannot be filled using the procedures outlined in this Section, actors may be used to fill needed positions and then this Section will be used to achieve minimum manning for the remaining needed positions.

18. Consecutive shift limit: No employee may work any combination of shifts, including straight time, stand by time and overtime which result in the employee working more than 96 consecutive hours without the approval of the Chief, which approval will not be granted in the absence of extraordinary circumstances. After working 96 consecutive hours the member must have a 24 hour break in service before returning to work.

B. CLASSIFICATION VACANCY BELOW MINIMUM MANNING:

When shift manning is below minimum levels and a vacancy needs to be filled, the vacancy will be filled in accord with Article 6.3(A)(14) as follows:

1. Offered to Members on the off going and off duty shift (consisting of a single pool) of the needed classification and qualification.
2. Offered to Members on the off going and off duty Members (consisting of a single pool) who are qualified and have previously held the classification.
3. Offered to members on the off-going and off-duty shifts (consisting of a single pool) who are qualified to act in the classification.
4. Call in the highest next needed classification to obtain minimum staffing and then use on shift actors to fill the needed position.
5. Force on duty individual with least seniority to work until relieved or 24 hours.

C. CLASSIFICATION VACANCY AT OR ABOVE MINIMUM MANNING:

When shift manning is at or above minimum levels and a vacancy causing overtime needs to be filled because of a lack of qualified on-duty Members, the vacancy will be filled in the highest classification needed as follows:

1. Offered to Members on the off going and off duty shift (consisting of a single pool) of the needed classification and qualification.
2. Offered to Members on the off going and off duty Members (consisting of a single pool) who are qualified and have previously held the classification.
3. Offered to Members on the off going and off duty Members (consisting of a single pool) who are qualified to act in the classification.

D. Not Used.**E. EMERGENCY LISTS:**

1. Emergency callback or training duties will not be tracked by opportunity.
2. The emergency callback list shall be established in order of seniority in classification.
3. Callback for fires and other emergencies will be done by first utilizing any Members, of the appropriate classification, at any regularly staffed City fire stations when the emergency call is dispatched, next by calling those classifications needed from the next day's shift and finally by calling those classifications needed from the previous day's shift.
4. Members shall report to their assigned station within 30 minutes from time of notification. Member(s) failing to report within this time period shall not be subject to the two hour minimum contained in Section 6.2 A(5), and shall be paid for actual time worked.

F. INVESTIGATION:

1. A Fire Investigator is a Member who is recognized by the Department as having the qualifications and/or certifications to investigate and determine the cause and origin of fires or other hazardous situations.
2. When it is determined that a Fire Investigator is needed, a Fire Investigator from the Fire Prevention Division shall be called. If the Fire Prevention Division has more than a single Fire Investigator, call back shall be done by an opportunity based rotation list.
3. The City may utilize Members in the Fire Prevention Division to work with the Fire Marshall to meet the requirements of above item 1.
4. If a Fire Investigator in the Fire Prevention Division is unavailable, a Fire Investigator from the Suppression Division shall be utilized.
5. Deviation from these procedures may be allowed if circumstances on the scene require specialized skills beyond those of the available Fire Investigator.

G. RELEASE:

Emergency callback release will start with the most senior qualified Member being given first opportunity to stay if he so desires and so forth on down the seniority list. The Battalion Chief will have authority to modify this release procedure based on special commitments of the affected individuals as long as it is mutually agreeable to all parties involved in the release process. The Battalion Chief may modify this release process when special needs at the emergency warrants.

H. MANDATORY OVERTIME:

1. No Member will be required to serve more than 24 consecutive hours on mandatory overtime.
2. Mandatory holdover overtime will be assigned to the Member in classification on the off-going shift who has the least classification seniority.
3. Mandatory callback overtime will be assigned to the Member in classification who has the least classification seniority.
4. When no Member of the required classification is available for assignment, then Members qualified and who have previously held the position to fill the vacancy may be assigned in inverse order of Department seniority.
5. Mandatory overtime for Paramedics may be assigned in inverse order of qualification seniority based on the date of being qualified to work as a Paramedic as indicated in Article 6, Section 12(C).

6.4 Breaks

- A.** Lunch periods will be 60 minutes in duration and will begin at noon each day. Every effort will be made to ensure that scheduled activities do not interfere with the lunch break. It is understood that activities such as controlled burns will affect the ability to schedule a noon time lunch break and occasionally it will not be possible to meet the noon requirement but this schedule will be adhered to if reasonably possible.
- B.** Suppression Members will be given an opportunity to break for dinner with the same understanding contained in subsection A.
- C.** All Members shall be allowed a 15-minute relief break midway during the start of shift and the lunch break and midway between the end of lunch break and the dinner break. The time at which the breaks are taken may be altered on an individual basis to fit operational requirements. When working away from a station, breaks may be taken in the work area, giving due consideration to the availability of restrooms and protection from inclement weather.
- D.** At emergency scenes when the temperature is -20' F or colder, the City shall make reasonable efforts to rotate personnel from the scene every two hours or to provide a warm up area, which may be a vehicle. When prolonged operations make meal breaks impossible, the City shall arrange for hot food and beverages to be delivered to the scene for Members.

6.5 Supervising Battalion Chief

If more than one Battalion Chief is assigned to a shift, the assignment as supervising Battalion Chief shall be at the discretion of the City.

6.6 Duties

A. DUTIES AND MANPOWER:

1. The duties covered by this Agreement of the Members of the Fire Department shall be the prevention and suppression of fire, the operation of the Fire Prevention Division, emergency medical services, rescue services, and the mitigation of hazardous materials incidents.
2. The City agrees that it will not use members of other fire departments, agencies or individuals, not otherwise referred to in this Agreement, from outside this bargaining unit to perform any covered duties because of a lack of manpower or the unavailability of an employee.
3. If a Fire Marshal position is filled, the Fire Marshal may perform fire prevention duties so long as at least one Member is assigned to the Fire Prevention Division,

4. Above subsection A(2) does not preclude the use of mutual aid pending callback of Association Members.
 - a. Mutual aid responses within the City shall require the minimum callback of five Members. The City shall endeavor to call back one Battalion Chief, one Captain, one Driver, and two Firefighters.
 - b. Mutual aid responses outside the City shall require the callback of Members sufficient to maintain minimum staffing.
5. Inability of the City to obtain the required minimum callback shall not prevent the use of mutual aid.
6. Mutual and/or automatic aid units shall not be housed in City facilities, except as required during major emergencies.

B. DUTIES & OTHER BARGAINING UNITS:

1. Members shall not be required to perform work normally performed by members of another union except where danger to life and property exists as determined by the Incident Commander. Members shall participate in the cleaning and minor maintenance of Department vehicles, equipment and the fire stations.
2. Mutual consent between the City, the Association and the Member(s) is required if the City wishes to utilize the Member(s) to do work normally performed by members of another bargaining unit or another City department.
3. If a Member is directed to perform work which the Member believes to violate this provision, the Member will not waive any right to grieve said direction by complying with the direction.

C. TRAINING:

On duty suppression Members may occasionally be required to attend scheduled training exercises/classes or public fire education programs between 6 p.m. and 9 p.m. on weekdays or during the day on weekends.

D. CONTROLLED BURNS:

1. All controlled burns conducted within the City limits and within the control of the City shall be performed by Members and guided by the National Fire Protection Association Standard 1403.
2. The number of Members participating in non-training controlled burns, shall be determined by the Fire Chief or designee and shall be safe and reasonable.

3. There will be enough Members to safely staff the controlled burn in the event the Department must respond away from the burn.

4. Controlled burns may be performed as joint training exercises in conjunction with fire departments from other jurisdictions and non-Association member participants. All controlled burns, which are so conducted, shall be staffed by a minimum of seven Members. Inability of the City to obtain the required minimum of seven shall not prevent the joint training exercise. In addition, the City shall maintain minimum shift staffing. Once the joint training exercise is completed and other department(s) are released, paragraph 2 shall govern.

5. When a controlled burn is conducted jointly with another department(s), when the structure(s) in question cease to be used by such department(s) for training purposes, responsibility for the continued management of the burn shall be placed with Members.

E. LAW ENFORCEMENT DUTIES:

Members will not be required to perform any law enforcement duties or duties in connection with riot control or crowd dispersal, except as in subsection F below.

F. FIRE PREVENTION DUTIES:

Members of the Fire Prevention Division or other Members designated by the Fire Chief may enforce the provisions of the Uniform Fire Code as adopted by the City, or other applicable Alaska Statute and Regulations relating to fire investigation.

G. INTERNSHIP PROGRAM:

1. The parties agree to continue the internship program in conjunction with the University of Alaska, other universities/colleges, and/or other state certified fire suppression/prevention programs established in the letter of Agreement dated June 30, 2003. Interns will be expected to learn basic skills and assist the Department in accord with a training program. Interns shall not be used in minimum manning calculation (Article 15, Section 8).

2. Per the letter of agreement;

- a. Interns shall not be counted in staffing calculations.
- b. Driving of apparatus shall be limited to vehicles not covered in sections 15.8(B) and C of the agreement, and permitted only after an EVOC is completed.
- c. Interns will not be counted in Emergency Callbacks, but they may be utilized.
- d. Interns may not displace an association member on any hoseline, or in any position, during an emergency call.

- e. Interns will wear uniforms similar in appearance to suppression employees and will not display another agencies name, insignia, or patch. Turnouts will not display another Fire Departments name.
- f. Interns are allowed to participate in FFD activities during any hours they choose but will be required to accomplish 40 hours of training during the course of a college semester. Training will take place between the hours of 8:00am and 5:00pm.
- g. The internship program will in no way affect Association members current working conditions.

6.7 Special Licenses

If specialized licenses for operation of Fire Department vehicles are required, the City agrees to provide training to meet the standards and agrees to reimburse Members for the fees required to obtain and maintain the specialized licenses. Members shall be required to obtain and maintain the licenses in compliance with the standards.

6.8 Revocation of Driver's License

No Member may be deprived of pay or seniority based upon the revocation of his driver's license for a violation or violations of the law which result from the direct orders of his superior to specifically commit such a violation or violations.

6.9 Serving Out of Classification

A. TEMPORARILY SERVING OUT OF CLASSIFICATION (ACTING):

1. The City agrees to the utilization of Members within their respective classification. Any qualified Member who voluntarily accepts an assignment to a position or classification which has a pay rate above that which the Member normally holds, shall be paid at the start step of the higher classification for those hours worked, when holding the position or classification for one hour or longer.

2. If there are more Members of a classification than there are normal job assignments for that classification, the extra Member(s) may be, on a temporary basis, involuntarily assigned to a lower classification and the Member shall be paid at the higher classification rate.

B. ACTING TIME ADMINISTRATION:

1. The City shall maintain a list of Members qualified to be actors (A above). This list shall be created from a combination of the promotional listing for a classification and Members previously working within the classification and remain qualified.

2. Filling of vacancies will be by offering to the qualified Member on that shift who is available and is the highest ranking on the promotional list for the classification being filled.

3. When acting times come open at substation(s) it will first be offered to those at the substation who are eligible to act in that vacancy. Those individuals at substations will not normally be considered for acting time at other stations after their shift comes on duty due to the logistics of time and movement required.

C. ACTING TIME RESTRICTIONS:

1. When a Member is being involuntarily assigned to work out of classification, the Member, if qualified, shall be offered his choice of assignments prior to utilizing Acting Time.

2. On any one engine or aerial device the Driver and the Officer's positions will not be filled simultaneously by acting Members.

3. When the Battalion Chief's position is being filled by an acting Member, the Captain's position on the front line engine at headquarters will not be filled concurrently by an acting Member.

4. A Captain or Battalion Chief, who formerly held the classification of Driver, will not be assigned the duties of Driver unless he has completed a Department apparatus proficiency certification within the previous three years. Assigning a Captain or Battalion Chief to the duties of Driver shall not displace an available on-duty Driver.

5. For normal shift assignments there will be no acting time on a front line fire engine or truck if only one person is assigned to it. This limitation shall not apply to the tenders.

6. This Agreement is not intended to prohibit variances from the requirements in emergency situations where the policies cannot be expeditiously implemented.

7. Members who have previously held a classification, and remain qualified, are not considered actors and not subject to the restrictions listed in this section. Example: Battalion Chiefs shall not count as actors when utilized as a Captain and Captains who remain driver qualified do not count as actors.

D. Assignment to an Acting Position: (Effective after 1/1/09)

1. Members may only be assigned to act if there are no qualified personnel that will voluntarily act out of classification in accordance with 6.9(A), (B) and (C).

2. All restrictions that apply to voluntarily acting out of classification from section 6.9C apply to when a member is assigned to act.

3. Assigned acting is only permitted at or above minimum staffing levels.

4. There will be no involuntary demotions of current personnel from their current classification as indicated on the official fire department roster in effect 1/1/08.

5. No member may be assigned to act out of classification until they have at least six months of eligibility on the promotional list, either a previous list or the current list for the same classification.
6. If an individual accumulates 720 hours of assigned acting time in one classification in one year, the individual highest on the applicable promotional list shall be promoted.
7. If a member is to be assigned to work out of classification, it shall be the member that holds the highest position on the applicable promotional list between the qualified members available.
8. The City agrees to develop a training program for Captains and Battalion Chiefs.
9. Employees on a promotional list for a position is qualified to be assigned acting if, after the date of signing of this agreement, the employee volunteers to act for 72 hours or is mentored for 48 hours.

6.10 Standby Time

Standby time is to allow fire suppression personnel to substitute for one another on tours of duty (or parts thereof). This is done to allow Members to absent themselves from work and attend to personal matters. Trading of time is done voluntarily by Members for their own convenience and not at the direction of the City. The following rules will govern the use of standby time

- A.** Standby time will be requested in writing on a "standby form" at the shift supervisor's office and shall be approved in writing prior to trading time. Standbys, once approved, may not be rescinded by the City. For good cause, the Fire Chief has the authority to suspend an employee's use of standby in cases of abuse.
- B.** Standbys may not be used by a member who is held over on overtime for manning purposes.
- C.** Standbys will be approved when they are to be traded with another Member of equal classification or worked by a Member who has held the classification and retains the qualification.
- D.** Standbys for a full shift between Members of different classifications will be approved at shift change the day of the standby; partial standbys will be approved the day of the standby, provided that such standbys do not create overtime. The Department also has discretion to approve such standbys ahead of the date taken.

E. The City shall not be required to pay any additional wages to the Members(s). Resolution of standby pay back between the Members is subject to the mutual consent of the Members and is not the City's responsibility.

F. A Member who holds qualifications (e.g., Paramedic, SCBA maintenance) may use those qualifications while standing by for another Member irrespective of whether the Member replaced holds those qualifications.

6.11 Daylight Savings

When the normal duty shift duration varies due to daylight savings time, members will be paid at the regular rate of pay for the actual number of hours worked on those shifts affected.

6.12 Medical Certification and Licensing:

A. TRAINING:

The City will ensure that written records of all medical training are maintained. The records will include the date, subject matter, who attended and the name of the instructor(s) and any other information required by the State for certification, recertification, or license renewal. The Member will be responsible for the completion and submission of all training records and forms necessary for certification, recertification, or license renewal by the State. The Member will promptly provide the Administration with any EMT certificate and/or paramedic license.

B. EMERGENCY MEDICAL TECHNICIAN (EMT):

1. All suppression Members who are not City-sponsored Paramedics shall become State EMT certified within 12 months of hire and shall maintain State EMT certification as a condition of employment.
2. A Member who involuntarily loses his City-sponsored Paramedic license shall have six months to become EMT certified.
3. Any member who loses his State EMT certificate due to reasons beyond his control, (e.g. due to extended military service where no classes are available) will have six months to be reinstated as an EMT. The City will assist in scheduling needed classes.

C. PARAMEDICS:

The City and the Association recognize the desirability of providing paramedic level medical services to the residents of the City and for the benefit of its employees.

1. Paramedic is defined as a person sponsored by the City's physician sponsor and licensed by the State Medical board to perform certain specified medical or rescue procedures. This qualification may be carried by Members of any classification within the Department.

2. Any Member who has completed his initial firefighter skills check-off and who possesses a State Paramedic License and has completed at least six months initial hire probation may work as a Paramedic.
3. A Member with a Paramedic qualification may be assigned to work as a Paramedic regardless of his classification.
4. A Member who obtains his Paramedic License at City expense shall maintain such qualification for a period of not less than three years.
5. Any Member hired with a paramedic license will obtain and/or maintain a State Paramedic license; successfully pass the Paramedic probation period; and shall serve as a Paramedic for four years, as a condition of employment.

D. PARAMEDIC SELECTION:

1. Criteria used to select a candidate for initial City sponsored paramedic training shall be:
 - a. Must hold the classification of Fire Fighter or Driver and completed initial hire probationary period in fire suppression by the effective date of the Selection List.
 - b. Must be EMT I certified by written exam date.
 - c. Seniority shall be administered in accordance with Article 12, Section However, seniority shall be based on continuous time in service with the Fairbanks Fire Department, to a maximum of five years or 15 points.
 - d. Pass a written exam that shall be administered in accordance with Article 19, Section 2.
 - e. The oral exam and board shall be administered in accordance with Article 19, Section 3. However, a City employee and the third City representative on the oral board shall have a medical background.
 - f. Selection List shall be administered in accordance with Article 19, Section 3.
 - g. Successfully complete all entry requirements of the paramedic training school being used (pass/fail).
2. The City shall send two Members to paramedic school during the three-year period following the signing of this agreement.

6.13 Shift Changes

A. VOLUNTARY SHIFT CHANGE:

1. Voluntary shift change is defined as Members of equal classification and qualification mutually agreeing to exchange shift assignments.
2. Any shift change will be subject to approval by the Fire Chief. Changes will be denied only for good and just reasons.

3. The Department will not be responsible for preserving leave or paying any overtime or callback time that may result from such trading of shifts.

B. INVOLUNTARY SHIFT CHANGE:

1. Involuntary shift change is defined as Members being reassigned to another shift at the initiation of the Fire Chief.

2. Any changes will be for justifiable reasons as specified by the Fire Chief. If a disciplinary action is involved, the Member shall be informed of the reasons and given an opportunity to respond.

3. The Fire Chief will be responsible for guaranteeing leaves already approved.

4. When a shift change is necessary, the Fire Chief will first ask for qualified volunteers to agree to a change. If more than one Member volunteers, the senior Member shall be transferred. If no volunteers are found, then the least senior Member in the classification with the qualification needed will be transferred. If classification seniority is equal, the Member with the most overall Department seniority will be considered senior.

5. In cases where a Member is recalled to begin work on a new shift less than 48 hours from the last regular previously assigned shift, callback pay rate will be paid.

6. In cases where a Member is assigned to begin work on a new shift 48 hours or more from the last regular previously assigned shift, prorated straight time will be paid to make up for work missed. For example:

- a. 48 hours off - regular interval - no additional compensation.
- b. 72 hours off - skip a regular shift and go to work the next day - 8 hours.
- c. 96 hours off - skip a regular shift and go to work 2nd day after - 16 hours.
- d. 120 hours off - skip a regular shift and go to work on the next regular shift - 24 hours.

7. Notice of involuntary shift change will be given at least nine calendar days (including weekends and holidays) before alteration of the regular shift schedule.

ARTICLE 7: HOLIDAYS

7.1 Holidays

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

New Year's Day:	January 1
President's Day:	3rd Monday in February
Memorial Day:	Last Monday in May
Independence Day:	July 4
Labor Day:	1st Monday in September
Alaska Day:	October 18
Veteran's Day:	November 11
Thanksgiving Day:	4th Thursday in November
Christmas Day:	December 25

*and such other days as the City council by resolution or ordinance may fix for all City employees.

B. MEMBERS WORKING A 40-HOUR SCHEDULE:

When any of these holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the recognized holidays falls on Saturday, the Friday immediately preceding the holiday shall be considered the legal holiday. The holiday shall run from midnight to midnight.

C. MEMBERS WORKING A SUPPRESSION SCHEDULE:

The actual day of the holiday shall be considered the holiday. Example: December 25 shall be considered Christmas regardless of the day of the week. The holiday will start at 0800 on the day of the holiday and continue to 0800 the following day.

D. In regard to the City recognized holidays, the Association through the Battalion Chief, upon reviewing the daily calendar at least eight days in advance may bring to the attention of the Fire Chief's office any calendared activities that do not relate to the essential day to day operations of the suppression staff for the possibility of rescheduling said activities to another date. In the event that the Fire Chief's office is unable to reschedule the activities the suppression staff will perform them as scheduled

7.2 Holiday Pay

Members working a suppression schedule shall be paid at 1.5 X their suppression rate of pay for all actually hours worked on a holiday as defined in Article 7.1(C).

7.3 Personal Day

A. In observance of the Member's birthday, the Member is granted that day off from work as a personal leave day equal to the Member's regular workday (24 hours for Members working a suppression schedule and eight hours for 40-hour Members). This time is not deducted from accrued annual or sick leave.

B. Members whose birthday falls on a regular day off may have the regular work day immediately preceding or the regular work day immediately following to observe the Member's birthday, providing it is mutually agreeable with the Member and the City.

ARTICLE 8: PERSONAL LEAVE USED AS SICK LEAVE

8.1 Accrual of Hours

Members do not accumulate separately accruing sick leave from the City. Members will only accumulate Personal leave which may be used as sick leave as outlined below. For leave accrual rates see Article 9.

A. Members may accumulate leave in their sick leave account by any of the following methods;

1. Upon signing of the agreement members may divide their total available leave in any manner between their Personal leave account and their sick leave account. No member shall lose any existing leave.
2. Any Personal leave a member accrues over the 800 hour cap on their Personal leave account will be rolled into their sick leave account.
3. The member may move leave from their Personal leave account into their sick leave account at any time and in any amount.

8.2 Personal and Sick Leave Valuation and Severance

A. Members covered by this agreement who either voluntarily or involuntarily terminate employment shall be paid a lump sum for all Personal leave and Sick leave accrued at the time of separation at the value of 105%, based on their regular rate of pay. This shall be paid together with their final salary payment. Cashed out leave hours are not compensable work hours, are paid subject to tax withholding, and without PERS contribution.

B. Members may elect to cash out sick or personal leave at any time and in any amount of hours at 105% cash value, based on their regular rate of pay, as long as they maintain a minimum leave balance of 200 hours.

C. Members may cash out sick or personal leave at anytime for family, medical, or other reasons below the 200 hour limit in section B, with permission of the Fire Chief.

8.3 Use of Personal Leave as Sick Leave

A. Personal leave may be taken as sick leave when a Member is ill or injured, when a member of his or her immediate household is ill or injured and the Member's assistance is required, or for other medical reasons. A Member calling in sick shall do so at least 30 minutes prior to the start of the Member's scheduled shift.

B. Once a Member, working a suppression schedule, goes on sick leave, that Member shall remain on sick leave for a minimum of ½ hour blocks (30 minutes) or the balance of the shift whichever is less. If use of personal leave as sick leave creates overtime it must be used at a minimum of 4 hours.

C. Personal leave taken as sick leave shall be deducted first from the members sick leave account. If the member does not have any leave in their sick leave account, the deduction will be taken from their Personal Leave account.

D. In the case of any absence attributable to health or disability which exceeds five working days for Members working a 40-hour schedule or two consecutive shifts for Members working a suppression schedule, the Member, before the end of the fifth day or before the third consecutive shift, shall call the Fire Chief and state the nature of the illness or disability requiring absence from work and request approval to continue sick leave. For the additional time requested the Fire Chief may require a report from the Member's attending physician which specifically describes who in the household is ill or injured and that the Member's assistance is required. If the Member is incapacitated to the point where the Member is physically unable to contact the Fire Chief, a spouse, physician or designated individual may substitute for the Member when contacting the Fire Chief.

8.4 Personal Leave as Sick Leave While On Vacation

Sick leave shall be available to a Member during vacation periods on the same basis as during regular work schedule; provided, however, that a doctor's certificate may be required covering the first and additional days of sickness.

8.5 Funeral Leave

A. In the event of death in the Member's immediate family, the Member shall be entitled to the following leave to be deducted from accrued sick or personal leave at the Member's choice:

1. Members working a 40-hour schedule:

In Fairbanks:	40 hours
Within State of Alaska:	56 hours
Outside State of Alaska:	80 hours
2. Members working suppression schedule:

In Fairbanks:	48 hours
Within State of Alaska:	72 hours
Outside State of Alaska:	96 hours

B. Immediate family is defined as: spouse, dependent (as defined by IRS), daughter, son, mother, father, sister, brother, step mother, step father, step child, foster child and ward, mother-in-law, father-in-law and grandparents.

8.6 Sick Leave Donations

The parties recognize that it is desirable from time to time to have a means for Members to assist other City general government employees in time of need. The following shall be utilized for that purpose.

A. Each Member wishing to donate leave from their sick leave account or personal leave account will fill out, date and sign a leave slip showing the amount of leave the Member wishes to donate in increments of not less than four hours and deliver said leave slip to the Fire Chief.

B. Each leave slip will have written or typed along the bottom, "Leave donated to (employee's name)."

C. The City will, for purposes of computation, convert the leave donated to the recipient's sick leave account for use as sick leave. If that employee does not have a separate sick leave account it may be deposited into their Personal leave account.

D. Once leave is donated it is irretrievable by the donor.

E. It is the understanding of the City that the Internal Revenue Service at this time treats donated leave as income to the donor, and not a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

8.7 Non-work Related Injury or Illness

When a Member becomes injured and cannot perform his normal duties and has a doctor's evaluation stating light duty is indicated, the City will offer to assign the Member to light duty within the Department, provided the member is able to fulfill the duties satisfactory. The City may in its sole discretion have the Member work a 40-hour schedule. This does not abrogate any provision of any workers' compensation laws and rules.

8.8 Compensation For On the Job Injury

A. COMPENSATION:

On the job injury or illness agreed to, or determined to be compensable under State workers' compensation laws shall not cause the Member loss of regular sick leave, annual leave and, when consistent with PERS, retirement benefits. The City will compensate the Member the difference between workers compensation and the Member's regular basic rate of pay until the employee is able to return to duty or is medically retired. Members who are able to work under a modified work plan will be assigned to a forty hour shift to work in accord with the modified work plan provided that 3 shifts of administrative leave be offered.

B. POSITION GUARANTEES:

In the case of an on-the-job injury or illness, within the coverage of the Alaska Workers' Compensation Act, a Member's position shall be held for the Member until it has been established that such Member will be unable to return to the position in the foreseeable future. A Member disagreeing with the City's finding that the Member will be unable to return to work shall resolve any disagreement by the grievance procedure provided in this agreement.

8.9 Occupational Injury Reemployment

A. Any former Member who is injured on the job and who within three years of his termination date is medically certified to reenter employment by a physician, mutually agreeable to both parties, may apply for reemployment. A former Member who passes the entry-level requirements as required by the job description and meets the minimum qualifications for the position shall be given preferential reemployment under the following guidelines:

1. When there are former Members on occupational injury termination and former Members on a layoff list, the person with the most Department seniority will be the first offered opportunity for reemployment.
2. Rehire to the Firefighter or Deputy Fire Marshal III classification up to pay step held, or top step if the Member held a higher classification, on the date of termination.
3. If the former Member was physically unable to maintain pertinent job certification and/or license during the period of disability, after rehire the Member shall be given preferential opportunity to recertify and/or relicense including preferential opportunity to attend any required training programs.

B. Preferential promotion to the first available position in the classification held at the time of injury-caused termination will be granted by the City.

C. If, due occupational injury, a member is not physically qualified for re-employment in a position with the Fire Department, The City will endeavor to find employment opportunities in City other departments.

8.10 Non-Occupational Injury Reemployment

A. Any former Member who is terminated due to non-occupational injury or illness will be granted preferential reemployment rights within three years of his termination date after preference has been given to occupational injury applications and employees on a layoff list.

B. Such reemployment privileges shall be conditioned on a medical certification of the person's physical or mental ability to perform the job for which they are applying from a physician mutually agreeable to the parties. The former Member must also pass the entry-level physical ability test as required by the job description. Such preferential reemployment rights shall be predicated on the existence of an open position and the City's decision to fill such a position.

8.11 Pregnancy- Light Duty Assignment

A. Members who are pregnant will, upon request, be placed on a 40 hour light duty assignment in accord with Article 8.7 to perform work or training that is appropriate in view of their pregnancy.

B. If the Fire Chief believes that a pregnant member who does not elect a light duty can no longer perform her suppression job functions, than the Fire Chief can ask for a medical evaluation in accordance with Article 5.3.

C. Members on Pregnancy "light duty" will not count toward minimum manning and will not take up any spot on the leave calendar.

8.12 Family/Medical Leave

The parties shall comply with the Alaska Family Leave Act (AS 23.10.500-.550; AS 39.20.305) and the Federal Family and Medical Leave Act (Public Law 103.3).

ARTICLE 9: PERSONAL LEAVE

9.1 Accrual Rates:

A. Starting the first pay period after signing of the agreement members shall accrue personal leave at the following rate; (Retroactive from date of signing)

1. For 1/1/08 through 12/31/09:

Months of Service:	Suppression: (Hours per pay period)
0-60	18
60-120	20
121+	22

2. For the remainder of the time the contract remains in effect until a new agreement is negotiated and implemented:

Months of Service:	Suppression: (Hours per pay period)
0-60	14
60-120	16
121+	18

3. Administrative (40 hour) employees hired prior to 1/1/08 will accumulate personal leave at 10 hours per pay period. Employees hired after 1/1/08 will accumulate leave at the following rate;

Months of Service:	40-hour: (Hours per year)
0-24	160
24-60	200
61+	240

4. Suppression members hired after the signing date of this agreement shall accumulate leave at the rate of 14 hours per pay period.

5. Employment for eight or more continuous days during a pay period shall be considered employment for a full pay period for the purpose of computation of personal leave accrual.

B. Upon signing of the contract each member will receive a one time deposit of 18 hours (12.9 for 40 hour members) per year of service of personal leave into their personal leave account. All members shall be given full credit for 2008.

9.2 Personal Leave Crediting

Personal leave accrual shall be credited to Members' leave balance at each pay period.

9.3 Personal Leave Pay Rate

Personal leave will be paid, when taken, at the Member's regular rate of pay.

9.4 Personal Leave Cap

A. Personal leave shall not accrue in excess of 800 hours for suppression Members (570 hours for 40-hour Members). Accruals earned in excess of 800 (570) hours in any calendar year must be either;

- a. Placed in the members cashable sick leave account.
- b. Cashed out in accordance with 9.5(B),
- c. Transferred to the members 457 account.

Upon signing of this agreement members may choose to combine their old accounts in any manner as long as the personal leave account stays under the cap.

9.5 Personal Leave Valuation and Severance

A. Members covered by this agreement who either voluntarily or involuntarily terminate employment shall be paid a lump sum for all Personal leave and Sick leave accrued at the time of separation at the value of 105%, based on their regular rate of pay. This shall be paid together with their final salary payment.

B. Members may elect to cash out sick or personal leave at any time and in any amount of hours at 105% cash value, based on their regular rate of pay, as long as they maintain a minimum leave balance of 200 hours.

C. Members may cash out sick or personal leave at anytime for family, medical, or other reasons below the 200 hour limit in sub-section B, with permission of the Fire Chief.

D. Cashed out leave hours are not compensable work hours, are paid subject to tax withholding, and without PERS contribution.

9.6 Calendar Management

A. Two Members per shift will be permitted on scheduled leave at any one time (not including administrative or workers compensation leave). An additional leave slot shall be available if the shift is above the minimum manning level after the other two leave slots have been filled. The additional leave slot shall not be available on a shift when a Member assigned to that shift is on light duty as a result of a non-work related injury or illness as in Article 8, Section 7.

B. If a shift reaches a roster level of 15 or more, three Members will be permitted on scheduled leave at any one time (not including administrative or workers compensation leave).

C. A minimum of four hours of personal leave must be taken if such a leave will require overtime for minimum staffing purposes. Suppression Members may request minimum one-half hour increments thereafter. Partial shift leave not causing overtime callback must be one-hour minimum. 40-hour Members may take annual leave in minimum one-half hour blocks.

D. A leave request, once approved by the Fire Chief, takes precedence over other forms of unanticipated Member absences.

E. Members requesting leave for an entire shift (24 hours) takes precedence over a Member requesting leave for a portion of the shift (less than 24 hours), whether or not the latter Member's request was already approved. This applies to any leave requests submitted more than 72 hours prior to the start of the shift. During the 72 hour period immediately prior to the start of the shift a Member having approved leave for a portion of the shift will not be subordinated to another Member who, during this 72 hour period, requests leave for the entire shift.

F. Regardless of its nature, leave requests for a specific date are reviewed in the chronological order they are received. Leave requests may not be made more than 365 days in advance of the date being sought.

G. Scheduled leave shall mean personal or sick leave scheduled more than 24 hours in advance. This does not include administrative leave or unanticipated sick leave, but shall include long term sick leave that has been medically substantiated by a physician.

H. Once calendared, blocks of leave 24 hours or greater than must be taken unless they are canceled at least 72 hours in advance of the scheduled day of the leave.

I. Scheduled leave may not be partially canceled during a shift.

9.7 Absences

No Member shall absent himself from the job without complying with the requirements of this Agreement.

9.8 Leave Without Pay

A. The Mayor may grant a Member leave without pay for a period not to exceed nine months when it is in the best interest of the City to do so. During the Member's approved leave and with the prior written approval of the Mayor, the Member's position may be filled by limited term appointment, temporary promotion or reassignment of another Member or employee. At the expiration of the leave without pay the Member has the right to, and shall be reinstated to, the position vacated if the position still exists. Approved leave without pay shall not constitute a break in service but any period in excess of 10 days in any calendar year will not be creditable for vesting or retirement under the State of Alaska Public Employee's Retirement System. Longevity credits for purpose of completing probation, pay anniversary date and accumulation of leave benefits shall be suspended during the period of leave without pay. City medical benefits shall continue during any period of leave without pay.

B. The Mayor shall have the discretion to grant any Member a voluntary reduction in hours for a limited or extended period. A voluntary reduction in hours shall not constitute leave without pay.

C. Unless otherwise provided for herein or by State law, anniversary dates will be adjusted negatively by full days only to reflect unpaid absences. Less than eight hours for a 40-hour Member shall not affect his anniversary date. Every 40 hours for such a Member shall affect the anniversary date by seven days. Less than 24 hours for a suppression Member shall not affect his anniversary date. Every full eight hours for such a Member shall affect the anniversary date by one day.

9.9 Credited Leave

Only those hours of personal leave that have been credited by payroll may be taken by a Member.

9.10 Military Leave

A. Members shall be entitled to administrative leave without pay for any active duty in any Armed Forces or Alaska Defense Force component (including units of the National Guard and Reserve). In accordance with applicable State and Federal laws, there shall be no adjustment of an affected Member's anniversary date for any active duty period up to the Federal statutory limit so as to cause loss of seniority, or to deny the accrual of sick or annual leave. Member's 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.

B. Disposition of vacation and sick leave: A Member who leaves City service for such military leave without pay may elect to be paid for any accrued Personal/Sick leave as if the member were actually separating from the city service. The decision shall be noted on the personnel action form effecting the leave. If the Member elects not to be paid for such leave the accrued leave credits shall be reinstated upon return of the Member to the city service. Members returned to duty under this provision shall have unused sick leave credits restored for their use.

C. Military reserve training or emergency national guard service: Any Member who has completed his probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training on duty for a period not exceeding 15 working days for 40-hour Members (216 hours for suppression Members) during any one calendar year. Such military leave shall be with pay if all military pay the Member receives for the duties performed on such leave is paid to the city.

D. Members will be allowed, under 9.7, to use military leave with pay for military duty and for travel time directly related to military duty and military training. All military leave shall be with pay if all military pay is first documented and subsequently paid within one month of return from military duty to the City on the basis one hour of gross military pay equal to one hour of military leave used. The Paycheck received from the military will be divided by the hours of military service to determine a military hour of pay.

Example: If a member were to take 12 hours of military leave, the member will be compensated his normal rate of pay from the City. The member's military gross pay will be reimbursed to the City accompanied by information regarding pay rate from the military. If the member received a gross paycheck for \$240.00 for his 48 hours of training, \$240.00 divided by 48 hours equals \$5.00/hour. The member will pay the City \$60.00, an equivalent of 12 hours times \$5.00 to receive 12 hours of paid military leave.

If a member does not tender the military pay to the City within one month of return from military duty, the absence will be changed to leave without pay unless the employee elects to use annual or sick leave. Military pay previously paid and then changed to leave without pay will be deducted from the member's pay. The member can choose to change the paid military leave to annual or sick leave prior to the 30 day deadline.

9.11 Union Leave

A. In January of each year the City will deduct six hours from the personal leave of each Member working a suppression schedule and four hours from each Member working a forty-hour schedule; and having completed 12 months employment. If a Member has insufficient annual leave, the deduction will be made from sick leave. This deducted leave shall be credited to the Association business leave 'bank' 'hour for hour'

B. The Association may use leave from the Association business leave bank at its discretion, provided Association business leave shall be treated as annual leave and managed in accordance with Article 9, Section 6 (Calendar Management). Requests shall have "Association Business Leave" written on the leave request form and be accompanied by a letter of authorization signed by the President.

C. Leave taken as in subsection B, above, shall be deducted from the leave bank on an 'hour for hour basis.'

D. The City shall provide an annual accounting for the Association leave bank as well as upon request of the President.

E. The number of hours deducted may be adjusted downward by the Association on an annual basis.

F. Once deducted, Association Business leave cannot be transferred back to any Member, and has no cash value.

G. Members may donate their accrued leave for Association business without limit so long as they provide notice of donation to the City so that the individual member in accordance with section 8.6.

9.12 Association Business Leave

The city will grant the union leave for members performing official union business with permission of the Union President. Such leave shall not require the City to incur overtime, shall not keep members from mandatory scheduled training and shall not have any cash value. Permission for the leave shall not otherwise be reasonably denied. Association Business leave has the same guidelines as 9.11, union leave.

ARTICLE 10: PAY PERIODS

10.1 Pay Days

Pay days shall be established covering payroll periods from the first to the fifteenth day of the month inclusive and from the sixteenth day of the month to the last day of the month inclusive and shall not be later than the fifteenth and the thirtieth days of each month except when pay day falls on Saturday or a holiday. If pay day falls on Saturday, unless Saturday is preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on Sunday or on a Saturday following a recognized holiday, pay day may be on the following Monday unless the Monday is a recognized holiday, in which event pay day may fall on Tuesday.

10.2 Check Itemization

Each check shall have a stub or attachment itemizing at least all legal and authorized deductions, hours worked, rate of pay for straight time, overtime and acting time hours worked, leave taken and leave accrual.

10.3 Pay Periods

The City reserves the right to establish a biweekly pay period upon 30 days notice to the Association. If established, pay day shall fall on every other Friday. If pay day falls on a holiday, then pay day shall be the last scheduled day before the holiday.

10.4 Dues Deduction

The City shall deduct Association dues from the wages of Members on a semi-monthly (or biweekly) basis in the amount designated by the Association. The Association agrees to provide the City 30 days notice of any changes in the designated amount.

10.5 Voluntary Deduction

Members who voluntarily assign a deduction to the Fairbanks Fire Fighters Association Political Action Committee shall have such deducted each pay period from their pay. The deducted amount shall be remitted monthly to the Committee.

ARTICLE 11: ASSOCIATION MEMBERSHIP

11.1 Membership Rights

The City agrees that it will not in any manner, directly or indirectly, discriminate against or attempt to interfere between any of the Members covered under the terms of this Agreement and the Association, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Association or from taking part in Association affairs, and that it will not discriminate against any Members because of the Member's Association membership or lawful Association activity.

11.2 Association Membership Requirements

A. Employees shall, within 30 days following the beginning of employment, become and remain Association Members in good standing, or pay to the Association, an agency fee in an amount equal to the Association's regular dues and fees in lieu thereof. Good standing includes paying the Association's regular dues and fees as required.

B. To be eligible for the "agency fee" status, an employee shall meet the "religious objection" criteria set forth by State law; whether statutory, regulatory or case law. The City shall have no role in such determinations.

11.3 Good Standing

The City will within 21 days after receipt of written notice from the Association discharge any employee who is not in good standing as required in Article 11 Section 2.

ARTICLE 12: SENIORITY

12.1 Department Seniority

Subject to Article 9, Section 8, Department Seniority shall be established as follows: the Member having the longest continuous term of service (layoff not being considered a break in service) in the Department shall be number one on the Department seniority list; all other Members likewise shall be listed according to length of continuous service with the Department. Such list shall be posted. Date of hire as a full time employee will be the criteria used to establish the length of service. When two or more Members are hired at the same time Department Seniority among them shall be established by ranking on the hiring list. The Association shall be provided with a copy of the current hiring list. When an individual returns from layoff status, his seniority shall be adjusted to exclude the period of time laid off.

12.2 Classification Seniority

Subject to Article 9, Section 8, Classification Seniority shall be established as follows: the Member having the longest continuous service within a classification or any new or changed classification shall be number one on the list.

12.3 Paramedic Seniority

Subject to Article 9, Section 8, Paramedic Seniority shall be established as follows: the Member having the longest continuous service as a Paramedic as indicated by Article 6, Section 12(C)(2) shall be number one on the list.

ARTICLE 13: LAYOFF AND POSITION ELIMINATION

13.1 Leave Pay Out

When a Member is terminated or effects a separation he shall be paid all accrued earnings in accordance with State law.

13.2 Layoff Notice

A Member shall be given 30 days notice of layoff.

13.3 Layoff & Bumping

A. MEET AND CONFER:

1. The City and the Association agree in the event any layoffs of bargaining unit Members are contemplated, the Association shall be given notice and afforded the opportunity to propose alternatives to the loss of personnel prior to such layoffs.
2. The Association shall have 30 days from the date of notification by the City of impending layoffs in which to forward its recommendations. The City shall make available to the Association any documents pertaining to Department operations that the Association may require in formulating recommendations. The City agrees to accept and implement in good faith the proposed alternatives to loss of personnel if such are deemed by the City to be consistent with Department operational needs.

B. POSITION ELIMINATION:

When it is necessary to eliminate positions in the work force for whatever reason, the following procedures are set forth:

1. Classification shall be defined as those job titles listed in Article 16, Section 1 of this Agreement and any classifications subsequently created. For purposes of this Agreement, the steps in the Firefighter classification are considered as one classification. Deputy Fire Marshal steps are considered a single classification.
2. Qualifications will not be considered in determining positions to be eliminated.
3. Classification seniority shall be defined as the time served in a classification. Seniority for placement in the classification assumed after exercising bumping/displacement rights shall be cumulative and shall be calculated by adding a Member's seniority in the previous classification held to the seniority the Member acquired while in the classification into which the bumping/displacement option will be exercised.

EXAMPLE:

Captain classification seniority	5 years
Formerly a driver with seniority	4 years
Bumping/displacement into driver classification	
cumulative new driver seniority	5 yrs + 4 yrs = 9 years

4. Layoff notices within an affected classification will be issued in reverse order of seniority in classification. The lowest seniority being given the first layoff notice and then upwards.

5. The layoff notice shall be issued to the affected Member as per Article 13, Section 2. The layoff notice shall detail the various options available to the Member as outlined in this Section (3).

6. A Member receiving a layoff notice shall have 10 calendar days in which to decide which of the options outlined in Subsection C to exercise and to notify the City of his decision. The Member shall be responsible for reviewing the options list for accuracy and notifying the City in writing of any discrepancies or errors in the list.

C. OPTIONS:

When a Member receives a layoff notice he shall have the following options.

1. Displace another Member in the same classification who has the least classification seniority.

2. Displace the least senior Member in a classification previously held with the Department provided the Member exercising this option has more cumulative classification seniority. Previously held shall not include acting time.

3. Displace the Member with the least Department seniority in a classification in the same or different division provided that he meets the qualifications of that classification and has more Department seniority than the Member being displaced. For purposes of this section the Department shall be divided into a suppression division and administrative division. A Member may only exercise displacement rights into another division if within 30 days after receiving the layoff notice, the Member shall pass all entry level exams and meet the entry level qualifications for the other division.

D. DISPLACEMENT:

1. When a Member is displaced into a new classification, compensation will be at the appropriate step level, based upon Department seniority, of the newly assumed classification.

2. When a Member to be laid off in a lower classification has more Department seniority than a Member in a higher classification, is qualified to fill a vacancy in the next higher classification as of the date the layoff notice is issued and is unable to exercise Option A or B, such Member may displace a Member in the next higher classification who has less Department seniority.

3. When displacement results in a Member assuming a classification not previously held, the Member shall be in probationary status in that classification. If the Member is unable to satisfactorily perform the duties of that classification, he will return to layoff status.
4. A Member may not displace into a classification from which he has been removed for disciplinary reasons.
5. Option 1 and 2 must be exercised if available before a Member may exercise option 3.
6. Ties in classification seniority shall be broken by using in the following order:
 - a. Department seniority shall be used.
 - b. As a last resort a random drawing shall be used.
7. If a Member receives a layoff notice with options that are impacted by the decisions of more senior Members in exercising their rights, changes to the options list will be made in writing by the City and provided to the affected Member. If the Member has no options available to him the City shall notify the Member and he shall be subject to layoff procedures.

E. VACANCIES IN CLASSIFICATIONS:

1. If a funded vacancy exists in a classification into which a Member would be eligible to displace, the Member will be placed in the vacancy rather than displacing another Member in that classification. This means the vacancy shall be treated as the lowest seniority position in the classification and will be filled prior to displacing anyone in an occupied position.
2. If there are multiple classifications into which a Member may displace (whether filled or vacant), the Member may choose which classification to fill.
3. Vacancy factors shall have no bearing on the provisions of this Section. No Member displaced or laid off may be denied reinstatement to his former classification based upon Department vacancy factors regardless of nomenclature.

F. MISCELLANEOUS:

1. Pro-pay shall continue to be applied to a displaced Member's wages.
2. In order to retain displacement rights, Members must maintain required certifications for the classifications into which they wish to displace.

G. RECALL:

1. When a Member is displaced, that Member has recall rights back to a position in the classification previously held.
2. Recall to positions in a previously held classification shall progress in reverse order of the layoff or displacement procedure.
3. Members displaced from promoted classifications retain recall rights indefinitely or until such time as they decline the offer to return to their prior classification. If the Member declines the recall, he loses his entitlement and must compete for promotions in the future on equal footing with other Members.
4. When a Member returns from lay off status, his seniority shall be adjusted to exclude the period of time laid off.
5. When a displaced Member returns to a position in a classification from which he was displaced, his seniority within the classification will be adjusted to reflect that he was never displaced.
6. When a position vacancy exists, the vacancy may not be filled until laid off or displaced Members have been given the opportunity to return to their former classifications. The same criteria shall apply when funding for a formerly held classification is restored and new positions are created.

H. RECALL PROCEDURES:

1. Members must provide a current mailing address to the City so that they may be notified of recall.
2. Recall notices will be sent by certified mail with return receipt requested. The laid off individual shall have 10 calendar days to accept or decline the recall offer in writing.
3. Upon acceptance, the Member shall have up to 30 days to report to duty.

13.4 Termination of Seniority

Department seniority shall be terminated and the employer-employee relationship shall be severed by the following conditions:

- A. Layoff of 36 months duration.
- B. Refusing or declining a recall offer.
- C. Resignation, retirement or permanent separation from the bargaining unit (except as provided for under occupational disability rehire).

13.5 Classification Elimination

A. When a classification covered by the Agreement is eliminated the affected Member in that classification may exercise transfer rights to another classification in the Department if qualified, as outlined in Article 13, Section 3.

B. When a classification is eliminated, the duties of that classification may not be transferred to another with a parallel or lower base pay rate until the City and the Association agree to the appropriate wage rate for the changed classification.

ARTICLE 14: JURY DUTY AND COURT APPEARANCES:**14.1 Jury Duty Compensation**

Members required to serve on jury duty or subpoenaed as witnesses will suffer no loss in regular earnings but shall be compensated during their service at the appropriate rate of pay. Fees paid the juror or witness while serving such duty will be returned to the City. Administrative leave shall be granted to any Member subpoenaed to appear in court located other than in Fairbanks, Alaska, to appear as a witness as a result of actions performed while on duty with the Department.

14.2 Court Appearance

Members required to appear in court as witnesses as a result of actions performed while on duty shall suffer no loss in regular earnings, but shall be compensated during their service at the Member's appropriate rate of pay. Fees paid the witness serving such duty shall be returned to the City. Members reporting for court appearances shall check in before and after their appearance at the Department administration office for duty time verification.

ARTICLE 15: SAFETY

15.1 Safe Work Conditions

All work shall be executed by the Member in a safe and proper manner and the City shall provide for the safety of Members as prescribed by the provisions of State law or adopted regulations in effect during the term of this Agreement.

15.2 Safety Equipment

The City shall furnish necessary safety and first aid equipment for the protection of the Members.

15.3 Safety Meetings

Regular safety meetings for the each shift shall be held at least once a month during working hours without loss of pay to the Members. At each safety meeting, the Battalion Chief shall review the record of the last three safety meetings. Safety concerns will be recorded in a safety log by the Battalion Chief. Responses to safety concerns will be made in writing by the City before the next scheduled shift safety meeting.

15.4 Safety Committee

A. The Joint Safety Committee, consisting of three Members selected by the Association and two representatives from the City, shall make recommendations to the Fire Chief on equipment, personal protective equipment, uniforms, and safety issues.

B. Upon request of either party, the Joint Safety Committee shall meet within 15 days and make recommendations to the Fire Chief.

15.5 Equipment Safety

A. It shall not be considered a violation of this Agreement when a Member(s) having a reasonable concern, refuses to work with, ride or wear unsafe equipment or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.

B. No disciplinary action shall be taken against the Member(s) regarding such refusal until the Joint Safety Committee has met and reported to the Fire Chief on the merits of the safety concern.

15.6 Protective Clothing

A. The City agrees to furnish, where the nature of assigned duties dictates, any special protective clothing or device that the Fire Chief determines to be necessary to the health and welfare of the Members and which meet the State law or adopted regulation applicable to the clothing or device.

B. Items furnished remain City property. All protective clothing or devices shall be inspected at least annually by the City and shall be replaced if found defective based upon original specifications or design. The Association may recommend to the Fire Chief specifications of protective clothing essential for the duties of the Department.

C. Any new provision or change in the State law or adopted regulations shall not be applied retroactively to existing clothing or equipment unless the law or regulations so states.

15.7 Station Uniform

A. When the City requires certain attire to be worn by the Member, an initial issue of attire as listed below shall be provided by the City at no cost to the Member upon hiring or when a new item is required.

B. A clothing allowance of \$35.00 per month shall be provided to each Member.

C. The clothing allowance will commence to accrue the first day of the month following the initial date of hire.

D. The Department will establish the uniform to meet NFPA 1975 in consultation with the Safety Committee.

E. The initial issue shall consist of the following uniform attire:

- 2 shirts (short sleeved)
- 2 shirts (long sleeved)
- 1 uniform badge, collar brass, name tag
- 2 trousers
- 1 parka
- 1 light jacket, bloodborne rated
- 1 pair of shoes or boots, black (not to exceed \$350)
- 1 pair of coveralls
- 2 F.F.A. tee shirts, navy blue or white (not to exceed \$15 each and 4 per year)
- 1 F.F.A. ball cap, navy blue (not to exceed \$15 each and 2 per year)
- 1 sweat pant, navy blue (not to exceed \$30 each and 1 per year)
- 1 sweat shirt, navy blue (not to exceed \$30 each and 1 per year)
- 1 uniform style belt, black

F. Current Members at the time of signing of this Agreement shall not receive any of the above items as additional issue; however, such Members may after the signing of this Agreement purchase any of the listed items from their clothing allowance. No other supplemental equipment or uniform list or past practice shall be recognized or of any force or effect.

G. A Member may purchase a medium weight Nomex jacket, or class A uniform, or a fleece (Nomex) vest with funds from their clothing allowance if the balance in that Member's clothing allowance will be in excess of \$300 after the purchase.

H. Upon discharge, a Member who has served their initial probationary period shall receive an amount equal to one-half of the balance of that Member's clothing allowance included in the final paycheck.

I. If a Member is discharged or quits for any reason during the initial probationary status, all initial issue clothing will be returned to the City.

15.8 Staffing Levels

A. Emergency vehicles shall have assigned to them the minimum number of Members as listed below. This does not prohibit the assigning of dual roles such as the staffing of the rescue apparatus, second or subsequent ambulance, or a tanker/tender. Paramedic and EMT III status shall be a consideration in second or subsequent ambulance assignment.

B. MINIMUM APPARATUS AND STAFFING:

Command Vehicle:	One Battalion Chief
Headquarters Engine:	One Captain One Driver One Firefighter
Headquarters Aerial Device:	One Driver
Substation Engine or Second-Line Engine:	One Captain One Driver
Ambulance:	One Paramedic One Firefighter/EMT

If additional members are on duty, at least one Member will be assigned to the substation engine.

C. In addition to the minimum apparatus and staffing listed in 15.8(B) the department will have one additional paramedic on duty at all times. This second paramedic may fill any other minimum staffing position except Battalion Chief. This position will be filled only after all other overtime positions are filled and there is still no second paramedic on duty. Effective 10/16/08.

D. OPTIONAL APPARATUS:

Additional companies or ambulances may be activated with the following minimum staffing:

Engine or Aerial device:	One Captain One Driver
Ambulance:	One Paramedic Fire Fighter/EMT

G. SUBSTATIONS:

Substations shall be staffed with a minimum of one Captain and one Driver regardless of type of apparatus.

H. FIRE PREVENTION:

The City shall employ a minimum of one Member for the purpose of fire prevention except as noted in 6.6 (A) 3.

15.9 Mandated Health Training

Before being counted toward minimum manning, a Member must complete mandated health training as determined by the City Risk Management Department including e.g. TB screening, starting Hepatitis A and B series, submittal of shot records and training in use of personal protective equipment.

ARTICLE 16: ECONOMIC

16.1 Wages

The following wage scales will be in effect upon signing:

A. Suppression Employees (56 hour):

Position:	Base Rate:
Recruit Fire Fighter (0-6 months)	\$14.62
Firefighter I (6-12 months)	\$16.08
Firefighter II (1-5 years)	\$18.97
Firefighter III (5+ years)	\$22.54
Driver/Engineer	\$23.87
Captain	\$25.89
Battalion Chief	\$28.19

B. Administrative Employees (40 hour):

Position:	Base Rate:
Recruit Deputy Fire Marshal	\$24.17
Deputy Fire Marshal I	\$27.54
Deputy Fire marshal II	\$31.69
Deputy Fire Marshal III	\$35.68
Admin Assistant	\$23.19
Clerk	\$20.92

1. Scale for Admin Assistant and Clerk already reflect the 2008 Anchorage CPI-U adjustment.
2. Admin Assistants and Clerks are hired at 90% of pay scale for first 12 months of service.

C. Persons hired in a Deputy Fire Marshall position above Recruit Deputy Fire Marshall shall receive the starting step of the position hired.

D. The above wage scales shall be effective 0800 hours January 1, 2008 with retroactive payments due at the first pay period 30 days after signing.

E. Effective 0800 hours January 1, 2008 the pay scales shall be further adjusted by the annual change in the 2007 Anchorage CPI-U. The minimum CPI-U raise shall be 2.5%, the maximum shall be 3.5%. The 2007 annual Anchorage CPI-U change was 2.2%, therefore the wage scale shall be increased by 2.5%.

F. The pay scale shall be further adjusted by the annual change in the 2008 Anchorage CPI-U effective at 0800 hours January 1, 2009. The pay scale shall be adjusted for the annual change in the 2009 Anchorage CPI-U at 0800 hours on January 1, 2010. The minimum CPI-U raise shall be 2.5%, the maximum shall be 3.5%.

H. On the first day of the first pay period 24 months from date of signing (2010) base wages shall be increased by the 2009 Anchorage CPI-U effective at 0800 hours. The minimum CPI-U raise shall be 2.5%, the maximum shall be 3.5%.

16.2 PRO-PAY:

Pro-pay is based on Firefighter III for all suppression classifications and added to Member's base rate. Non suppression Member's shall receive this amount divided by 1.4. This pro-pay schedule shall go into effect at 0800 hours of the first day of the pay period following date of signing.

- A. Paramedic: 7%
- B. EMT III, Firefighter: 3% (actual firefighter classification)
- C. EMT III, Driver & Captain: 2%
Note: Paramedics do not receive EMT III pro pay.
- D. SCBA and/or Breathing Air Specialist: 3%

Self Contained Breathing Apparatus (SCBA) specialists are designated at the discretion of the Fire Chief, to be trained and certified by the SCBA manufacturer to perform maintenance on SCBA units. Breathing Air Specialists are designated at the discretion of the Fire Chief to be trained as required by the City and the breathing air compressor system manufacturer to perform maintenance and system tests.

E. Data Processing Specialist: 3%
Member(s) designated at the discretion of the Fire Chief to coordinate data processing and computer system operations within the Department.

F. Cross-Trained Suppression Fire Inspection: Suppression Members certified to perform fire inspections will have \$1,000 added to their training allowance for the following year for completing 25 inspections; \$2,000 for 50 inspections, maximum of \$3,000 for 75 inspections. Effective when program is implemented by the Fire Chief.

16.2 Official Travel Outside City

- A.** Members designated by the Fire Chief either to receive job-related training or education or to represent the Department/City at conferences or meetings at locations other than within the Fairbanks North Star Borough, shall have all expenses for transportation, meals and lodging prepaid to the vendor by the City.
- B.** When prepayment to a vendor is not possible or is impractical, the Member shall be reimbursed for actual cost of air transportation, ground transportation and lodging (receipts are required for reimbursement) and per diem shall be paid to the Member prior to the Member departing Fairbanks.
- C.** Per diem shall also be paid when the Member is away on authorized business for less than a 24-hour day not involving overnight lodging.
- D.** Per diem shall be \$40.00 per day.
- E.** Per diem shall be \$25.00 when the attendance required for training, education or at conferences or meetings exceeds seven days. This rate begins on the eighth calendar day.
- F.** Per diem shall not be provided when costs for air transportation, ground transportation, lodging and meals are paid by another agency other than the City.

ARTICLE 17: PERSONNEL RECORDS

17.1 Record Keeping

A Member's official personnel file may include, but shall not be limited to, the Member's application, reports of results of pre-employment investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefit forms. The Member's personnel file shall be maintained by the Mayor or his designee; a partial working duplicate of said file may be kept at the headquarters fire station and maintained by the Fire Chief.

17.2 Records Access

An individual Member and the Association shall have access to Members' personnel files and the right to examine all records pertaining to Members for matters covered by this agreement on proper advance notice to the City, subject to the City's rights of attorney client communications, attorney work product, executive privilege, public deliberative process privilege, or other judicially recognized privilege.

17.3 Records Confidentiality

To the extent permitted by law, records in the personnel file shall be held confidential and not released to persons not authorized access under this Article unless sought by court order or subpoena. Personnel records may always be inspected by the Fire Chief or other appropriate personnel as determined by the Mayor.

17.4 Records Contents

A. Members have the right to comment in writing upon items contained in their personnel file. Before any adverse comment or document is placed into a Member's personnel file, the Member shall be made aware of the comment or document. The Member has the right to file a written response to the adverse material and the Member's response will be contained in the personnel file.

B. Personnel records will not be used as a private dossier on Members nor shall they contain any materials which a Member has not seen or had the opportunity to comment on.

17.5 Disciplinary Actions

A. A record of the following disciplinary actions shall be placed in the Member's personnel file:

1. Written reprimand(s)
2. Suspension(s) without pay
3. Involuntary transfer(s)
4. Demotion(s)
5. Termination

B. This does not prevent a Member's immediate supervisor(s) from maintaining a file(s) containing information intended to assist the supervisor(s) in evaluating the Member or to serve as a record of counseling, warnings and/or oral reprimands. A Member has a right to inspect said file(s) upon reasonable notice in the presence of the supervisor(s).

17.6 Disciplinary Action Expiration

Documents reflecting disciplinary action contained within a Members personnel file which are dated five years or older shall not be considered for use at subsequent disciplinary proceedings or promotional board review.

17.7 Association Access to Information

It is recognized that in the course of the Association's efforts to represent its Members and bargain in good faith, it may legally obtain certain information from the City that could be considered confidential under local, state, or federal law. The parties agree that the primary consideration in obtaining such material is the furtherance of the bargaining and representation positions that may be taken by the Association, and that frivolous and unnecessary dissemination shall constitute a violation of this article. Reasonable usage within the context of lawful lawyer/client privilege, duty of fair representation issues, and any constitutionally protected right shall not constitute a violation of this Article.

17.8 Indemnification

A. In the event any claim or claims are made by a person or persons against any employee for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the City and any liability which is incurred by an employee covered by this Agreement as a result of the claim or claims shall be paid by the City. Any claim or claims, or liability resulting there from, shall not be paid by the City if the claim or claims are based upon acts or omissions of any employee resulting from recklessness, gross negligence or intentional misconduct.

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

C. This section shall be read in conjunction with the terms of any City ordinance providing for indemnification of City employees and the protection of both this section and the ordinance shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the employee shall prevail.

ARTICLE 18: ENVIRONMENT

18.1 Environment

- A.** The City and the Association recognize the importance of maintaining a safe, healthy and sanitary working environment.
- B.** Suppression Members are required to work and live within quarters provided by the City for a significant part of the work year. Standards for living and working conditions will help ensure the readiness of Members to carry out their duties.

18.2 Station Environment

- A.** All fire stations shall have dormitory facilities which include institutional standard beds, sanitary mattresses and bed linen. Station air quality, lighting and temperature control shall meet applicable State adopted standards.
- B.** Adequate supplies of hot water for dish washing and showering must be available at all times. In the event that hot water is not available in a manned station, Members will be permitted to use the facilities in other stations.
- C.** All stations shall have bathroom facilities and shower stalls which should be vented and isolated in accordance with applicable local health codes.
- D.** All stations shall have kitchen facilities which include the following major appliances: stove (4 burner minimum), refrigerator/freezer, dishwasher and microwave oven(s). The appliances shall be no smaller than those currently provided at each manned station. Each station shall have facilities for washing and drying uniforms. The City will provide for the cleaning of turnouts by using a commercial cleaning company or by providing suitable turnout washing machine(s).
- E.** All stations shall include a habitable living area, which includes usable furniture.

18.3 Station Equipment

- A.** The City agrees to repair or replace kitchen appliances and utensils, station furniture, bedding and heating & cooling equipment in a timely fashion as they wear out.
- B.** A Station Facilities Committee consisting of the Fire Chief, an additional City representative, and two representatives from the Association shall determine the future environmental needs of the fire station(s) and schedule repairs/purchases on a priority basis, as funding becomes available.

18.4 Parking

- A.** The City shall provide parking facilities and electrical connections for headbolt heaters at existing installations and at any newly constructed fire stations.
- C.** Head bolt heater outlets shall operate 24 hours per day when the outside temperature is either 10°F or the temperature recommended by the Fairbanks North Star Borough Department of Environmental Services, whichever is warmer. The City will endeavor to provide outside parking areas with snow removal and sanding for icy conditions.

ARTICLE 19: PROMOTIONS AND PROBATIONARY PERIODS

19.1 Promotional Seniority

- A.** Based on the date the list is to take effect.
- B.** .25 points per full calendar month with no points given for partial months for a maximum of five years or 15 points.
- C.** Promotional seniority applies to continuous time spent in a classification with the Department.
- D.** A full month is credited when an individual was hired/promoted on the first second or third of the month. This applies to suppression Members and 40-hour Members.

19.2 Written Exam

- A.** Minimum passing score is 65%.
- B.** A total of 100 points will be given for the written test regardless of the number of questions.
- C.** The selection of an up-to-date bibliography (study resources) will be done by mutual agreement of the Fire Chief and an Association representative. The Association will provide the Fire Chief with the name of a Member from each classification to be tested for, who will coordinate with the Fire Chief for bibliography selection. However, the Fire Chief has the right to reasonably reject any such person whose name has been provided by the Association. In the event of a rejection, the Association shall without delay provide the name of a different person.
- D.** The Fire Chief will make arrangements for all on duty Members to take the exams at no loss of leave time or stand-bys to the Member.
- E.** Notification of regular test dates will be posted at least three months prior to the date of the exam, which shall be held during the final quarter of each even numbered year.

19.3 Oral Exam and Board

- A.** An Oral board ("Board") shall be composed of five persons as follows:
 - 1. Three City representatives of whom two are City employees, with one of them having a fire service background. The third City representative will also have a fire service background;
 - 2. A Member who holds or has held the classification being tested for, with the selection of said Member to be by the Association; and
 - 3. A representative of the Association.

B. The Board shall formulate 10 questions to be asked of each applicant for a particular classification. Applicants for the same classification shall all be asked the same questions. Each question shall be worth a maximum of five points, with five being the highest score. Each member of the Board will assign points to each applicant's answer to each question. The total of the Board's points assigned to each answer shall be tallied and divided by five to arrive at an average score for each answer.

C. The Board shall also consider an applicant's personnel history as reflected in the personnel file. Each member of the Board will assign a maximum of 10 points, with 10 being the highest score. The total of the Board's points assigned shall be tallied and divided by five to arrive at an average score for this part of the exam.

D. The relative weight or value of the different parts of the exam therefore consist of and are:

Written exam =	100 points maximum.
Oral exam =	50 points maximum.
Board scoring based on personal history =	10 points maximum.
Seniority points =	15 points maximum.
Possible total =	175 points maximum.

19.4 Promotional List

A. The promotional list shall be established by combining seniority points with exam scores and oral board points as in Section 3(D) above.

B. The list shall be established by ranking the Member with the highest points total number one, the Member with the next highest points as number two, and will continue in this manner until all qualified applicants are sequentially listed. The Fire Chief will promote from the top of the list.

C. In the event the list is exhausted prior to the expiration date, a new list shall be established. Such list shall be good until the next regular list is established.

D. The regular list will go into effect January 1 of odd numbered years. The renewal process for the regular list will commence at least three months prior to the expiration date.

E. The Department will strive to post the regular list before the expiration of the previous list.

19.5 Probation Status

A Member who accepts any promotion to a classification covered by this agreement or any position with the City that is not within the bargaining unit covered by this Agreement will be able to return to his previously vacated classification for any reason during the time the Member is on probation in the promoted position. If a Member returns to his former classification, he will be placed at the bottom of the promotional list from which he vacated.

19.6 Eligibility Requirements

A. An applicant must turn in the completed test application to the Fire Chief at least six weeks prior to the scheduled exam date.

B. An applicant must have signed for a receipt of the qualification list at the time of receiving study material.

C. Notwithstanding Article 17, Section 3, an applicant by applying is deemed to have consented to the oral exam board reviewing the following parts of the applicant's personnel file maintained at the Personnel Office:

1. employment application
2. payroll change forms
3. training certificates
4. education records
5. evaluations
6. commendations
7. disciplinary records

A Member shall have the opportunity before the written exam to review his personnel file.

D. Time in grade requirements are based on the date the list goes into effect.

E. DRIVER ENGINEER:

1. Have a minimum of two years of experience in fire suppression with the Department.
2. Shall be checked out on listed apparatus at least one week prior to the exam date using current check out standards.
3. Pass a written test.

F. CAPTAIN:

1. Have a minimum of one-year experience as a driver/engineer in the Department.
2. Pass a written test.

G. BATTALION CHIEF:

1. Have a minimum of one-year experience as a captain in the Department.
2. Pass a written test

H. DEPUTY FIRE MARSHALL I:

1. Have a certification as I.F.C.I. company officer fire code inspector.

I. DEPUTY FIRE MARSHALL II:

1. Be certified as an I.F.C.I. uniform fire code inspector and national or State certified fire investigator.
2. Have a minimum of three years of experience as a deputy fire marshal I or equivalent.

J. DEPUTY FIRE MARSHALL III:

1. Have an associate's degree in fire science or higher degree in a related field.
2. Have a minimum of five years of experience as a deputy fire marshal II or equivalent.
3. Have maintained certification as a national or State certified fire investigator and I.F.C.I. uniform fire code inspector.
4. Be certified as an I.C.B.O. plan examiner.

19.7 New Hire Probationary Requirements

A. Evaluations shall be done by shift officers as coordinated by the battalion chief at two months, six months, and eleven months.

B. Complete skills check off sheets that are based on N.F.P.A. fire fighter I qualifications.

C. Successfully complete a practical exercise that is based on the skill sheets.

E. After successfully completing above subsections B and C, the person shall be counted for "minimum manning" and, if a State certified paramedic, may be used as allowed in Article 6, Section 12(C)(2).

F. Standard new hire probation is twelve months but may be extended by the Fire Chief up to six additional months.

19.8 Promotional Probationary Period

A. Standard promotional probation is six months but may be extended by the Fire Chief up to six additional months.

B. Evaluations shall be done by shift officers as coordinated by the battalion chief at two months and five months, except that battalion chiefs shall be evaluated by the Fire Chief or his designee.

C. A Member who does not successfully complete probation will be returned to the classification held prior to promotion without loss of classification seniority. Such Member's name shall be removed from the promotional list.

19.9 Voluntary Demotion

A. Member who takes a voluntary demotion will be placed on the bottom of the promotional list of the vacated classification until the next promotional list is posted. If the voluntary demotion is after the deadline for sign up for the promotional process, the Member will be placed on the bottom of the new list.

B. A Member who declines a promotion will be placed on the bottom of the current promotional list. If the Member is the only person on the list, the list will be considered exhausted.

ARTICLE 20: INVESTIGATION, DISCIPLINE AND DISCHARGE

20.1 Just Cause Requirement

No Member shall be disciplined or discharged without just cause.

20.2 Progressive and Constructive

Discipline shall be progressive and constructive.

20.3 Role of Association Fire Officers

Members may not discipline Members. However, an Association Fire Officer may recommend discipline of Members to supervisors outside of their bargaining unit in accord with this section.

20.4 Oral Reprimands

A. An oral reprimand is not in itself discipline, but is notice of the need for a correction in work performance. Oral reprimands shall occur as follows: a Fire Officer shall address the matter with the Member in a prompt manner in a private setting. At a minimum, one additional Fire Officer shall be present during the process and a tape recording shall be made and preserved by the City. The Member can choose to have an Association representative present. Failure of the Officer issuing the oral reprimand to follow this procedure may be grounds for discipline of the Officer.

B. Verbal admonishments that occur outside of paragraph A. may not be referred to as reprimands in any subsequent disciplinary matters.

C. A copy of the tape recording will be made available to the Member without cost. The tape recording shall not be made available to the general public, nor preserved in the personnel file unless used in subsequent disciplinary matters.

D. Should there be repeated incidents involving the events which gave rise to the oral reprimand within twelve months of the incident, a written reprimand may be issued and a transcribed copy of the tape shall be made and preserved with the written reprimand. In the event that the Member corrects the behavior which gave rise to the oral reprimand, records of the oral reprimand shall be expunged twelve months from the date of the oral reprimand.

20.5 Investigations

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

A. INVESTIGATION OF CONDUCT SUBJECT TO CRIMINAL ACTION ONLY:

1. If a Member is under investigation by the City, whether instituted by the City or as a result of a complaint being filed against the Member, and the Member is interrogated or interviewed by the City agents for conduct that may subject the Member to criminal prosecution, the Member shall be given the same "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects.

2. A Member's position with the City shall not afford him/her any greater or lesser rights than are enjoyed by other citizens of this City and State when subject to criminal investigations or proceedings.

3. Any such investigation and interview/interrogation shall be conducted in accordance with existing criminal law and procedures then currently in effect in this State.

B. INVESTIGATION OF CONDUCT SUBJECT TO BOTH CRIMINAL AND ADMINISTRATIVE ACTIONS:

1. If a Member is under investigation, instituted by the City or as a result of a complaint being filed against the Member for alleged conduct that may result in both administrative actions (disciplinary or punitive) and criminal prosecution, the city shall not "merge" the criminal investigation and the administrative, but shall instead conduct separate and distinct investigations, each conducted by a different person. Prior to a criminal interview/interrogation the Member shall be advised of the "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects. The Member will also be informed when it is contemplated that the matter may be referred to a criminal prosecutor for review.

2. In the course of the administrative investigation of the allegation(s), a Member refusing to respond to questions or submit to interview/interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the performance of his/her official duties, including cooperation with other agencies involved in criminal investigations related to the member's duties, may subject the Member to disciplinary charges, including insubordination, which may result in his/her dismissal from the City. Compelled statements so given in an administrative investigation will not be used against the Member in any criminal prosecution, nor will the City provide any form of such statements to any other person or agency unless so ordered by a court of competent jurisdiction. In the event of demand for production of the contents of such statements, the City will notify the Member of the demand, and will assert the privilege on behalf of the member.

3. All compelled statements given in the course of an administrative investigation may be used against the Member in relation to any subsequent City administrative charges which may result in disciplinary or punitive actions against the Member.

4. If the Member so requests, any interview/interrogation will be suspended for a reasonable period of time (not to exceed 24 hours) to allow the Association representative or counsel to attend. The representative shall not be a person subject to the same or related investigation.

C. INVESTIGATION OF CONDUCT SUBJECT TO DISCIPLINARY OR PUNITIVE ACTION ONLY:

If a Member is under administrative (noncriminal) investigation instituted by the City or as a result of a complaint being filed against the Member for conduct that may subject the Member to administrative disciplinary or punitive action only, the investigation will be conducted in accordance with the safeguards listed below.

1. When available, the Member shall be notified of the investigation in a timely fashion not to exceed seven days from the time that the complaint is discovered by the Fire Chief, except for investigations of "on-going" type of conduct.

2. The Member shall be informed of his/her rights as specified in this section as well as the name and authority of the person in charge of the investigation. The Member shall also be informed of the name of all persons who will be present during the interview/interrogation and questions shall be asked by no more than two interviewers at any meeting.

3. Before an interrogation/interview is commenced, the Member shall be informed of the nature of the investigation and provided a list of all known allegations. Except for anonymous complaints, the Member shall be informed of the name(s) of all complainants.

4. The Member shall not be subjected to offensive language or threatened with punitive actions, except that a Member refusing to respond to questions or submit to interview/interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the performance of his/her official duties, including cooperation with other agencies involved in criminal investigations, may subject the Member to disciplinary charges, including insubordination, which may result in his/her dismissal from the City.

5. The Member is entitled to select and have present at an interview/interrogation effective Association representative and/or counsel. The representative shall not be a person subject to the same or related investigation and shall not obstruct the interview/interrogation.

6. If, prior to or during the interview/interrogation of a Member, it is deemed that he/she will be charged with a criminal offense, the Member will be immediately informed of the "Rights Warning" that is then currently in use by police officers of this City when conducting custodial criminal interviews of suspects and a separate criminal investigation shall be initiated in accord with Article 20, Section 5(B).

7. In the event that the City chooses to proceed criminally against the Member for a violation of the law and the Member so requests, the interview/interrogation will be suspended for a reasonable period of time (not to exceed 24 hours) to allow the Association representative and/or counsel to attend. The representative shall not be a person subject to the same or related investigation.

8. The Member or the City may record the interview/interrogation after advising that a recording will be made and each shall have access to other's recording, if any is made.

9. The Member is entitled to a copy of the completed investigative report including any related existing transcripts of interviews/interrogations prior to the imposition of disciplinary or punitive action against the Member.

D. GENERAL ADMINISTRATIVE INVESTIGATIONS GUIDELINES:

All administrative investigations conducted by the City involving allegations against its Members shall adhere to these general guidelines.

1. The City will not cause or require the Member under investigation to be subjected to visits by the press or news media nor shall the Members' home address, telephone number or photograph be given to the press or news media by the City without the Member's express consent.

2. Other than to report whether an administrative investigation is underway, neither the City nor the Association or any of its Members will give the press or news media any information concerning the investigation until the investigation has been closed.

3. Investigation of conduct shall be conducted in a timely manner without unnecessary delay.

4. Nothing in this Agreement shall abridge the right of a supervisor at any level, to counsel with, advise, or admonish a Member under his/her command in accordance with Article 20, Section 4.

5. No promise of reward shall be made as an inducement to answering any question.
6. Any interrogation/interview must be conducted at a reasonable hour, preferably at a time when the Member is on duty, or during the normal waking hour of the Member, unless the seriousness of the investigation requires otherwise.
7. The interview/interrogation shall allow the Member to attend to bodily functions as necessary.
8. The member shall be compensated at the overtime rate if the interview/interrogation is conducted at a time other than the Members' working hours.
9. Members' Association activities or attitudes shall not be the subject of the interview/interrogation provided that otherwise improper actions are not shielded if motivated by Association activity or attitudes.
10. All administrative investigations will include one of the following dispositions for each allegation:
 - a. **SUBSTANTIATED**: Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.
 - b. **UNSUBSTANTIATED**: Means that there was insufficient evidence to prove or disprove the allegation.
 - c. **EXONERATED**: Means that the act alleged did occur but the member's actions were lawful and proper.
 - d. **UNFOUNDED**: Means that the act alleged did not occur.
 - e. **OTHER MISCONDUCT NOTED**: Means the investigation revealed an act of misconduct or violation not alleged in the complaint.
 - f. **WITHDRAWN COMPLAINT**: Means either the complainant has decided against pursuing the matter or failed to cooperate to the extent necessary to complete the investigation.

E. SEARCHES:

1. No Member shall be subject to unreasonable search and seizure.
2. Members shall enjoy the right to privacy in their individual work areas, lockers, or other space provided by the City except that searches of these areas may be conducted in the Members' presence; or with the Members' consent; or with a valid search warrant; or when the Member has been notified at least 24 hours in advance that a search will be conducted.

3. This provision shall not prevent the City from conducting routine inspections of work areas, break areas, locker rooms, vehicles, and other City owned or leased facilities, for cleanliness, neatness, serviceability, compliance with directives and other needs of the City for the welfare of its employees and successful completion of its mission.

4. Nothing in this section shall prevent the City from retrieving equipment, reports, or other items needed for the continuance of the operation from a Members' locker or other secured space when the Member is not available.

20.6 Discharge

A. The City must notify the Member in writing of the reasons for discharge as part of such discharge. Except for instances specified by Department policy to justify immediate discharge, all regular non-probationary Members discharged shall be given 14 days notice prior to discharge or 14 days pay in lieu of notice.

B. Any non probationary Member who is discharged or receives a notice of discharge pursuant to the above section may, within five days from the date of receipt of the notice of discharge, demand a hearing before the Mayor to contest such discharge. After demand such hearing shall be held within five days unless an extension is mutually agreed upon. Such hearing shall be informal, but the Member shall be entitled to effective Association and/or legal representation and to produce such witnesses or evidence as the Member deems appropriate. This hearing shall be in addition to the rights provided by the grievance procedure set forth in this agreement.

C. Any probationary Member who is terminated shall be entitled to a single post-termination hearing before the Mayor within 30 days of termination.

Article 21: TRAINING AND PROFESSIONAL DEVELOPMENT

21.1 Essential Training

The City will provide, at no cost or loss of time (on pay status during training) to Members, training which is essential to the operation of the Department or as required by the Department.

21.2 Specific Training

A. ALL MEMBERS:

1. Hazardous Materials Technician level training and required refresher training.
2. Emergency Medical Technician I training.
3. Emergency Medical Technician I, II, or III (whichever is appropriate), refresher training.
4. Continuing Medical Education (CME) as required by the State.
5. Cardio-pulmonary Resuscitation (CPR) training.
6. Training deemed necessary by the City's physician sponsor.

B. PARAMEDICS:

1. Initial paramedic instruction and required internship.
2. Advanced Cardiac Life Support (ACLS), complete course every two years.
3. Pediatric Advanced Life Support (PALS), complete course every two years.
4. Biannual refresher training as required by the National Registry of Paramedics for maintenance of national registry certification.
5. Continuing Medical Education (CME) as required by the State.
6. Training deemed necessary by the City's physician sponsor.

C. SCBA TECHNICIANS:

1. SCBA Level II, III technician training and required refresher training
2. Members responsible for air (breathing) compressor maintenance shall receive training as required by the equipment manufacturer and applicable regulations.

D. The City shall provide for the reasonable cost of training, but not including on-duty time or overtime, of any Member desiring to become an EMT II and/or EMT III. The City shall provide for administrative leave if staffing permits.

E. TRAINING ADMINISTRATION:

1. The City will provide the mechanism for Members to take the initial certification or recertification practical and opportunity to take the written exam for certification.
2. Training listed in this Section (2) will be scheduled at least 60 days in advance and posted in writing.

21.3 Training Allowance

A. In an effort to provide Members with educational opportunities and thereby better serving the public, it is agreed that each Member shall be provided with the following annual training allowance, based on rank, to be used for job related education and/or training.

Firefighter &	\$500
Deputy Fire Marshall I	
Driver&	\$500
Deputy Fire Marshall II	
Captain	\$500
Battalion Chief	\$500
Deputy Fire Marshall III	
Paramedic	\$500

B. TRAINING ALLOWANCE ADMINISTRATION:

1. Training received under this program shall be determined by the Member and shall be related to fire suppression, fire investigation, fire prevention, emergency rescue, hazardous materials mitigation, and/or emergency medical treatment. Officers and Deputy Fire Marshall III may also include management training.
2. The Paramedic allowance is for paramedics only and is in addition to the allowance based on rank. This allowance may only be used for emergency medical training. The Paramedic allowance may be used in combination with the allowance based on rank for emergency medical training.
3. Allowance may not be used for training required by the City and/or training received while on duty.
4. Allowance may be used for any necessary combination of:
 - a. Tuition, seminar cost, etc.
 - b. Required fees and supplies
 - c. Transportation, transfers, vehicle rental
 - d. Lodging
 - e. Per diem
5. Members shall participate in training under this program during off-duty hours using any combination of annual leave, stand-bys, and/or off-duty days.
6. Members shall be covered by workers' compensation while participating in training and while traveling to or from training.
7. Application for training under this section must be made prior to November 1st of each year. Unexpended funds will be used for general training needs as determined by the Fire Chief.

ARTICLE 22: DEFINITIONS

Administrative Officer – Battalion Chief or Captain whose duties include training of personnel, functioning as a Safety Officer and other duties as assigned by the Fire Chief. An Administrative Officer may fill in for a suppression Battalion Chief or Captain in accordance with Article 6, Section 1(C).

Association - The Fairbanks Fire Fighters Association, Local 1324 of the International Association of Fire Fighters (IAFF).

base rate - shall mean the hourly rate for a classification.

calendar year - January 1 through December 31.

callback – Off-duty Member who is contacted and comes to work when not scheduled

City - City of Fairbanks, Alaska.

classification - Shall mean the designation of one or more positions into a grouping with regard to:

1. duties and responsibilities
2. requirements as to education, knowledge experience and ability
3. tests and fitness
4. ranges of pay

day - In computing any time prescribed or allowed, the day of the act or event from which the time begins to run is not to be included.

10 days or less: weekends and holidays are excluded

11 days or more: no days are excluded. If the final day of the time period falls on a weekend or holiday then the weekday following will be considered the final day.

Department - The Fire Department of the City of Fairbanks.

E.M.T. - Emergency Medical Technician levels as defined by the State. See 7 AAC 26.010- 26.170 as amended.

F.G.C. - Fairbanks General Code of Ordinances.

F.L.S.A. - Federal Fair Labor Standards Act.

Fire Chief - person designated to have administrative authority over the Fire Department designated by the City as Fire Chief, Department Head or otherwise.

layoff - A layoff is a reduction in the number of Members employed within the Department due to a shortage of funds, a lack of work or other material changes which are outside a Member's control and which do not reflect discredit upon the service of the Member.

Mayor - The Mayor of the City.

Member - An employee working in a job classification who holds membership or agency fee status in the Association and is currently employed and working in the department.

P.E.R.A. - State of Alaska Public Employment Relations Act.

Rules & Regulations - Those work rules promulgated by the Fire Chief with review by the Association governing work performed by employees.

S.O.P. - Standard Operating Procedures governing the day to day operations of the Fire Department.

U.L.P. - An Unfair Labor Practice as outlined by P.E.R.A.

This _____ day of _____, 2008

For the City of Fairbanks:

For the Fairbanks Fire Fighters Association:

Terry Strle, Mayor

Dominic Lozano, President

Patrick Cole, Chief of Staff

Steve Sundborg, Vice President

Warren B. Cummings, Fire Chief

Sean Aldrich, Treasurer

Scott Raygor, Secretary

Brian Davis, Negotiator

