Introduced by: Mayor Pruhs Introduced: April 24, 2023

#### ORDINANCE NO. 6243

# AN ORDINANCE AMENDING THE INCENTIVE BONUS PROGRAM WITH THE FAIRBANKS EMERGENCY COMMUNICATIONS CENTER FOR RECRUITMENT AND HIRING

WHEREAS, an incentive bonus program for recruitment and hiring at the Fairbanks Emergency Communications Center (FECC) was established by the City Council on April 22, 2019, with the adoption of Ordinance No. 6102 and was extended by the City Council on December 12, 2022 with the approval of Resolution No. 5040; and

WHEREAS, the reasons for providing a bonus to lateral hires are: (1) the high cost for the City to support an employee in the Dispatch Academy (approximately \$23,200); and (2) a one-time, sign-on bonus of \$15,000 for a lateral hire would help attract applicants and would constitute a significant cost savings to the City; and

**WHEREAS**, the program has been successful in recruiting lateral-hire personnel; and

WHEREAS, the FECC continues to have a need for the program.

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

**SECTION 1.** Ordinance No. 6102, as Amended by Resolution No. 5040, (the incentive bonus program for recruitment and hiring within the Fairbanks Emergency Communications Center) is hereby amended as follows [new text in **bold/underline** font; deleted text in **strikethrough** font]:

SECTION 1. (a) An applicant who is a certified dispatcher in the International Academies of Emergency Dispatch (IAED) Protocols or is able to meet certifications required by established FECC standards will be paid a \$15,000 "sign-on bonus" in two installments. One payment, half of the "sign-on" bonus, will be paid with the first paycheck after completing the Communications Training Program. The second payment of the remaining "sign-on" bonus will be paid enwith the first paycheck after completing the probation period, subject to the payback provisions specified in the attached Sign-on Bonus Agreement. No applicant may receive a sign-on bonus more than once, and no applicant may receive a sign-on bonus if they have previously been employed by the Fairbanks Emergency Communications Center within 12 months of rehire.

<u>SECTION 2.</u> (b) If an active City of Fairbanks employee recruits a new dispatcher (as defined in <u>section (a)</u>Section 1) who successfully completes the training process and probationary period, the employee will receive a recruitment bonus of \$5,000. The City of Fairbanks employee will receive half of the recruitment bonus upon the employee completing the Communications Training Program. The second half of the bonus will be paid upon the employee completing the probation period. <u>The recruitment bonus does</u>

#### not apply to employees with duties that are related to recruitment or hiring.

**SECTION 2.** The Sign-on Bonus Agreement (Attachment A) is hereby approved, with new text in **bold/underline** font and deleted text in **strikethrough** font.

**SECTION 3.** Bonuses will be funded through savings from budgeted salaries, as available.

**SECTION 4.** This program will sunset on December 31, 2024 unless extended by Resolution of the City Council.

David Pruhs, City Mayor

YEAS:

Cleworth, Marney, Ringstad, Sprinkle, Rogers, Tidwell

NAYS:

None None

ABSENT: ADOPTED:

May 8, 2023

ATTEST:

APPROVED AS TO FORM:

D. Danvielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

### CITY OF FAIRBANKS FISCAL NOTE

	FISCAL	<u> NOTE</u>		
I. REQUEST:				
Ordinance or Resolution No:	6243			
Abbreviated Title:	ORDINANCE AMENDING FE	CC SIGN ON BONUS		
Department(s):	FECC			
Does the adoption of this ordi	nance or resolution authorize:			
1) additional costs beyond the	current adopted budget?	Yes	No_	Х
		No_	Χ	
If yes, wh	nat is the estimate? <u>see belov</u>	/		
3) additional positions beyond	the current adopted budget?	Yes	No_	X
If yes, ho	ow many positions?	_		
If yes	type of positions?	_ (F - Full Time, P - Pa	rt Time, T - Temporary)	)
II. FINANCIAL DETAIL:				
EXPENDITURES:				Total
SALARY AND BENEFITS				Total
TOTAL				
TOTAL				
FUNDING SOURCE:				Total
GENERAL FUND				
TOTAL				
paid a \$15,000 bonus to one e	unications Center recruitment in employee in 2019/2020 and is in hat there are two other employ	n the process of paying a	another employee a bor	
Reviewed by Finance Departn	nent: Initia	al mb	Date4/28/2023	



## Fairbanks Emergency Communications Center Sign-On Bonus Agreement

This agreement is made between the CITY OF FAIRBANKS ("the City") a	nd
("Employee").	

WHEREAS, pursuant to Ordinance No. <u>6243</u> <u>6102</u>, as Amended, the City is offering a sign-on bonus to a person who begins employment for the City of Fairbanks Emergency Communications Center (FECC)—for the first time as a DISPATCHER and who meets the City requirements as a Lateral-Hire Dispatcher; and

WHEREAS, no employee may receive a sign-on bonus more than once, and no employee may receive a sign-on bonus if they have been previously employed by the FECC within 12 months of rehire; and

WHEREAS, in return for the bonus, the Employee agrees to the terms and conditions set out below.

The City and the Employee agree to the following terms:

- 1. The City agrees to pay the Employee \$15,000.00 as a Sign-on Bonus in return for the Employee accepting the City's offer of employment. Half of this amount will be paid directly to the Employee on the Employee's first paycheck following the completion of the Communications Training Program. The second half of this amount will be paid directly to the Employee on the Employee's first paycheck following the completion of the probation period.
- 2. The City will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes will be withheld as bonus earnings from the Sign-on Bonus and reported to the Internal Revenue Services as income on the Employee's Form W-2. The Sign-on Bonus is not considered "salary" and will not be included for purposes of retirement benefit calculations or salary increases.
- 3. The Department will adhere to all relevant City and Department policies during the hiring process and in making bonus payments to employees.
- 4. In return for accepting the Sign-on Bonus the Employee agrees to work for the Department, on a regular and full-time basis for at least three years beginning \_\_\_\_\_ and ending on \_\_\_\_. Should the Employee resign, quit, or be terminated for cause before the above-stated ending date, the Employee shall repay a prorated amount of the Sign-on Bonus as provided for in the following paragraphs.
- 5. The Employee's failure to remain employed by the Department for three years will trigger the Employee's duty to repay, pro-rata, the amount paid by the Department pursuant to paragraph 1, above. (This amount may be more than the Employee received due to tax or other withholdings.) For example, if the Employee leaves one year prior to the end date, they will repay 12/36 of such amount. To facilitate this repayment, the Employee, by signing below, expressly gives the City a lien on all their salary, wages, and other sums payable to them by City. In addition, the Employee

hereby authorizes the City to withhold all amounts so due from any sum payable to the Employee by the Department and City. The Employee also agrees that any tax consequences that result from the repayment of the Sign-on Bonus or any portion thereof will be the sole and exclusive responsibility of the Employee.

- 6. If the Employee fails to remain employed by the Department for three years for reasons beyond their control (e.g. injury, illness or death), other than just cause termination, the Department may in its sole discretion waive all or part of the lability owed by the Employee. Any such waivers must be approved in writing by both the FECC Manager and the Mayor.
- 7. If any part of the Agreement is found to be invalid or unenforceable, the other parts will remain valid and enforceable, and Employee agrees, represents, and warrants that they will be held to any applicable repayment of the Sign-on Bonus.

BY SIGNING BELOW, the Employee certifies that they have not accepted a financial incentive for accepting employment at the City, other than as described in this Agreement.

FECC Dispatcher	Date	
FECC Manager, Kristi Merideth	Date	
Mayor, David Pruhs	Date	

IN WITNESS THEREOF: