



FAIRBANKS CITY COUNCIL
AGENDA NO. 2025-16
REGULAR MEETING – AUGUST 25, 2025
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

SPECIAL WORK SESSION
5:00 p.m. – Target-Based Budgeting Core Allocation

REGULAR MEETING
6:30 p.m.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
5. CITIZENS' COMMENTS (oral communications to the City Council on items pertaining to City business that are not up for public hearing). The total comment period is up to one hour, and testimony is limited to three minutes. Any person wishing to speak needs to sign up on the list located in the hallway or must have signed up in advance using the procedures for providing online testimony found at the City's website. Respectful 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 Councilmember or member of the staff. In consideration of others, please silence all cell phones and electronic devices.
6. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent agenda items are indicated by asterisks (*). Consent agenda items are considered together unless a councilmember requests that the item be returned to the general agenda. Ordinances on the approved consent agenda are automatically advanced to the next regular meeting for second reading and public hearing. All other items on the approved consent agenda are passed as final.

7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- *a) Regular Meeting Minutes of August 11, 2025

8. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following alcohol license applications for renewal. Public testimony will be taken and limited to three minutes.

Lic. #	DBA	Type	Licensee	Address
4862	Southern Glazer's of AK	General Wholesale	Southern Glazer's Wine and Spirits of Alaska, LLC	3101 Peger Road, Bay 2
4548	Brewsters	Beverage Dispensary	Restaurant Concepts, LLC	354 Old Steese Highway
5051	Asiana Restaurant	Restaurant/Eating Place	Young Mi Jin	2001 Airport Way

- b) The Fairbanks City Council will hear interested citizens concerned with the following marijuana license applications for renewal. Public testimony will be taken and limited to three minutes.

Lic. #	DBA	Type	Licensee	Address
22809	Airport Way Best Bud	Retail Marijuana Store	Airport Way Trade Center, LLC	3598 Airport Way
10589	Nature's Releaf, LLC	Retail Marijuana Store	Nature's Releaf, LLC	507 7th Avenue
39378	Blaze, LLC	Retail Marijuana Store	Blaze, LLC	607 Old Steese Highway, Suite 106
16006	Arctic Bakery, LLC	Marijuana Product Manufacturing Facility	Arctic Bakery, LLC	1409 Well Street
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street

- c) The Fairbanks City Council will hear interested citizens concerned with the following alcohol license application for transfer of ownership and restaurant endorsement. Public testimony will be taken and limited to three minutes.

Type/Lic.: Beverage Dispensary, Lic. #4247
To DBA: This and That Grill, LLC
From DBA: Brewster's
To Owner: This and That Grill, LLC
From Owner: Restaurant Concepts, LLC
Location: 3578 Airport Way, Fairbanks (no change)

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCILMEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6322 – An Ordinance Funding the Collective Bargaining Agreement Between the City of Fairbanks and Fairbanks Firefighters Union and Amending the 2025 City Operating Budget. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 5183 – A Resolution Authorizing the City of Fairbanks to Request and Accept Funds from the Fairbanks North Star Borough (FNSB) for FY2026 Emergency Service Patrol (ESP) Support. Introduced by Mayor Pruhs.
- *b) Resolution No. 5184 – A Resolution to Extend the 2024 Financial Audit Remittance for Explore Fairbanks. Introduced by Councilmember Marney.
- *c) Ordinance No. 6323 – An Ordinance Amending Fairbanks General Code Chapter 46, Article IV, Offenses Involving Nuisance, Adding Regulations Limiting the Time Period Temporary Signs, Including Political Signs, Can Be Displayed Within the City of Fairbanks. Introduced by Councilmember Sprinkle.
- *d) Ordinance No. 6324 – An Ordinance Enacting Fairbanks General Code Section 2-65, Chief of Staff Authorities. Introduced by Mayor Pruhs.
- *e) Ordinance No. 6325 – An Ordinance Amending Fairbanks General Code Section 2-63, Succession to Office of Acting Mayor, and Section 2-64, Salary of Acting Mayor. Introduced by Mayor Pruhs.

13. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

14. COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

15. CITY CLERK'S REPORT

16. CITY ATTORNEY'S REPORT

17. EXECUTIVE SESSION

- a) AFL-CIO Labor Negotiations [permissible under State law, including the provision at AS 44.62.310(c)(1)]

18. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, AUGUST 11, 2025
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date, following a 5:00 p.m. Work Session on Target-Based Budgeting, to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and in City Council Chambers at 800 Cushman Street, Fairbanks, Alaska, with Mayor David Pruhs presiding and the following Councilmembers in attendance:

Councilmembers Present:

Jerry Cleworth, Seat A
Valerie Therrien, Seat B
Sue Sprinkle, Seat C
Crystal Tidwell, Seat D
Lonny Marney, Seat E
John Ringstad, Seat F

Absent:

None

Also Present:

D. Danyielle Snider, City Clerk
Thomas Chard, City Attorney
Michael Sanders, Chief of Staff
Margarita Bell, Chief Financial Officer
Jake Merritt, Human Resources Director
Richard Sweet, Deputy Police Chief (remotely)
Nathan Werner, Police Captain
Andrew Coccaro, Fire Chief
Kristi Merideth, FECC Manager (remotely)
Jeremiah Cotter, Public Works Director
Bob Pristash, City Engineer
Jarrod Zerbe, Code Compliance and Safety Specialist

INVOCATION

The invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

At the request of Mayor Pruhs, **Ms. Therrien** led the flag salutation.

CITIZENS' COMMENTS

[Clerk Note: Names of citizens who provide comments may not be spelled correctly if their name was illegible on the physical sign-up sheet.]

Robert Shields – R. Shields stated that he had previously spoken before the Council as well as emailed copies of adopted resolutions and letters of interest regarding his group’s vision for redevelopment ideas. He expressed disappointment that those things had not led to a City Council Work Session, as he had hoped and requested. He acknowledged that the concept of regenerative economics is complex and shared that they have drafted an ordinance which they hope will be adopted to facilitate a conversation about unique design processes. R. Shields asserted that the Polaris Building property is just one piece of an overall idea for how cities can be redesigned and that he had recently brought private equity investors to Fairbanks to show those locally what could be possible. He claimed that a message about Fairbanks not having a bright future has been repeated often, and that does not have to be the case. He expressed his desire to work with the City to explore opportunities and sponsor his group’s Tour of Future Cities, which is scheduled for October. He reviewed funding sources and explained that he is trying to advocate for viable solutions to lower the cost of living and improve the quality of life for all of Fairbanks.

Ms. Therrien asked if he had seen the proposed substitute ordinance regarding the Polaris Work Group. R. Shields indicated that he had not. **Ms. Therrien** asked if he would like time to review it. R. Shields stated he would be happy to look at anything the Council was willing to share and that he would love the chance to have a more detailed discussion with any or all Councilmembers.

Victor Buberger – V. Buberger shared that he had missed the last few Council Meetings due to being ill. He stated that he moved to Fairbanks in 1975 and has never seen anything implemented like the new bicycle lanes on Barnette Street. He asked about the overall purpose of the bike lanes and who was responsible for them, noting that he has not seen a single cyclist using the lanes all summer, although he has still seen cyclists on the adjacent sidewalks. He posed the question of whether these types of lanes are needed somewhere else instead of or in addition to Barnette Street.

Mayor Pruhs indicated that later in the meeting he would invite the City Engineer to speak on a few items, including the bicycle lanes.

Mayor Pruhs, hearing no more requests for comment, declared Citizens’ Comments closed.

APPROVAL OF AGENDA AND CONSENT AGENDA

Ms. Tidwell, seconded by **Ms. Therrien**, moved to APPROVE the agenda and consent agenda.

Mayor Pruhs pulled item 12(a), Resolution No. 5182, from the consent agenda.

Mayor Pruhs called for objection to the APPROVAL of the agenda, as amended, and hearing none, so ORDERED.

Clerk Snider read the consent agenda, as amended, into the record.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

a) Regular Meeting Minutes of July 28, 2025

APPROVED on the CONSENT AGENDA

SPECIAL ORDERS

- a) The Fairbanks City Council held a public hearing and considered the following alcohol license applications for renewal:

Lic. #	DBA	License Type	Licensee	Address
426	The Bakery Restaurant	Beverage Dispensary	The Bakery Restaurant, Inc.	44 College Road, Suite A
4314	Gallo's Mexican Restaurant	Beverage Dispensary	Northern Lights Business, Inc.	60 College Road
556	International Hotel and Bar	Beverage Dispensary	Hard Work, LLC	122 N. Turner Street

Ms. Tidwell, seconded by **Ms. Sprinkle**, moved to WAIVE PROTEST on the alcohol license applications for renewal.

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

Mayor Pruhs stated he reviewed call reports from the Fairbanks Emergency Communications Center (FECC) for each location and had no cause for concern with any applicant.

Ms. Sprinkle asked if the rumor she had heard about The Bakery Restaurant closing had any truth to it. City Attorney Thomas Chard confirmed that, to the best of his knowledge, that was a rumor.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE ALCOHOL LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Marney, Sprinkle, Therrien, Cleworth, Tidwell, Ringstad

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Pruhs shared that while in Washington, D.C. he had spoken with Senator Lisa Murkowski regarding the City's second application for an ambulance bus and that she confirmed that a request for \$815,000 had been submitted though not yet funded. He discussed scenarios where having such equipment would be vital. He invited Jarrod Zerbe, Code Compliance and Safety Specialist, to provide a report on abatements and efforts to take care of blighted properties.

J. Zerbe discussed the learning curve from the past year since his position was created and the work between him and various department heads to ensure understanding and proficiency with the process of abatement and efforts to address blighted properties. He acknowledged each property's unique situation in terms of history and ownership. He reviewed the number and types of clean-ups that had taken place year-to-date. J. Zerbe stated that the first major clean-up will be done later in the fall and would result in a structure needing to be vacated, which would mean some individuals would lose housing. He explained that there would likely be up to 12 roll-off containers

of waste removed from the property and that the owners had been unwilling to comply. He indicated that it was not a pleasant situation but that important steps must be taken to resolve the issues. He thanked Public Works Director Jeremiah Cotter for assisting with labor coordination and acknowledged that a crew from the Fairbanks Rescue Mission would also be heavily involved. J. Zerbe provided an update on the progress to resolve a blighted property on Willow Street which was moving forward in terms of the actual work to clean it up, although the process of the City acquiring the property was stalled due to waiting for appropriate Power of Attorney documents to be produced. **Mayor Pruhs** gave an additional explanation on the steps that would occur, with the Council's involvement once the documents were received and the property was ready to be deeded to the City. He noted that it was a unique situation that would require careful, deliberate action every step of the way. J. Zerbe reported that there are three remaining properties deemed blighted but have an approved clean-up plan in place. He discussed a plan to have a monthly, collaborative meeting between all departments involved with the various aspects of Code Enforcement, to ensure they are on the same page as to what issues exist and which properties should be prioritized.

Ms. Therrien asked J. Zerbe if he had filed court paperwork to have the individuals removed from the property he referenced. J. Zerbe stated that he had not and that the hope is that the inhabitants would be willing to vacate voluntarily. He stated that, preferably, the issues, specifically the water being disconnected, would get resolved by the owner so no one would have to leave.

Attorney Chard clarified that, to his knowledge, the Building Official intends to declare the structure as a dangerous property that is not fit for human occupancy, and that once that designation had been made, it would be considered a misdemeanor for anyone to live there. He agreed that the preference is voluntary vacation but reiterated that the designation of the structure by the Building Official is why the City is not pursuing the civil court route Ms. Therrien had referenced.

Ms. Sprinkle asked J. Zerbe which situation he is finding more issues with: renter-occupied properties or owner-occupied properties. J. Zerbe stated that it depends on the situation but that most instances involving hoarding or the collection of debris are owner inhabited. **Ms. Sprinkle** asked if he is working on creating a tool that allows department heads or the Council to see the current status on any properties on the abatement/blight list, to assist with efforts to avoid information being siloed. J. Zerbe shared that he has gotten to a good place with knowing who to talk to about various issues. He stated that information is flowing to him, then he initiates conversations. He explained that he would like to see all parties meet to have thorough, open discussions about every property. **Ms. Sprinkle** expressed the desire for J. Zerbe to have an effective tool to help facilitate his work, considering the complexity. J. Zerbe stated that software is being adopted by the Public Works Department to handle projects, tasks, etc. and that they have discussed how this, or a similar tool, could be implemented for his work.

Ms. Tidwell asked for more details on the three properties which J. Zerbe mentioned have clean-up plans in progress and how he is doing with funding for the overall program. J. Zerbe reported that he has about \$125,000 available in the budget and that the clean-ups so far had been done very frugally thanks to cooperative property owners. He stated that of the remaining three, two are fairly small and one has an October deadline, which means the City will likely not take action until the spring, should the owner fail to complete their approved plan. He reviewed the communication process with property owners.

Mr. Ringstad discussed the progress made in the year and a half since the City began taking this work more seriously. He noted that three properties had been cleaned up in 2024, four had been completed so far in 2025, and that, according to J. Zerbe, another seven were underway.

Ms. Sprinkle asked for more details on how J. Zerbe receives information about vacant properties that need to be addressed [*see Ordinance No. 6283, as Amended, adopted June 9, 2025*]. J. Zerbe stated that no owners had reached out directly yet but that he was working with the Fairbanks Fire Department (FFD) to create an online form that will help build a database of properties. **Mayor Pruhs** explained that the typical process is that he receives a phone call about a property concern, he asks for the matter to be sent to him in writing, then he passes the information along to J. Zerbe or the City Engineer. **Ms. Sprinkle** indicated she hopes for a simple way for owners to register their property if they leave town for the winter, as an example. J. Zerbe added that the online form will include an easy way for an owner to indicate if they would like a no trespass designation to be automatically generated for their property.

Mayor Pruhs invited City Engineer Bob Pristash to provide a report on streetlights. B. Pristash discussed lighting problems being addressed across the City, particularly several on the east side of town which they learned are tied into a State of Alaska Department of Transportation load center, which the City does not have access to. He stated the issues have since been worked out between the parties. He reported that some remnant lights across town are still being controlled by the City's outdated photocell, which causes delays in turning on or off. He indicated that many problems were resolved this year and that they will keep an eye on certain issues going into winter.

Mayor Pruhs asked for an update on the bicycle path pilot project. B. Pristash recounted that the City had nominated a project of this type four years ago and that the overall scope and ideas evolved significantly after local planning groups were involved. He noted that the original request included numerous bicycle lanes across much of the downtown area but that the City rejected the larger scale approach and opted to undertake a pilot project of just two streets: 10th Avenue and Barnette Street. He explained that the project will end in September to allow time to remove the temporary traffic devices and repaint the roads. **Mayor Pruhs** asked if there has been any community input on the project. B. Pristash stated that they have not had any formal feedback but that he has been focusing more on keeping track of any accidents that could be tied to the bicycle lanes. He reported that there was one incident where a northbound cyclist on Barnette Street had not been paying attention, missed a green light for cross traffic, and hit a vehicle. **Ms. Sprinkle** asked if there was any system in place to track usage, similar to the devices used to count vehicles in other road projects. B. Pristash reported that no such system had been in place but that he had heard that a manual count was being performed by Fairbanks Area Surface Transportation (FAST) Planning.

Mayor Pruhs reported on two recent meetings to work on the letter of interest (LOI) regarding the Polaris Building property. He shared that the meeting participants included him, the Chief of Staff, the City Engineer, two Councilmembers, and local architect C.B. Bettisworth. He added that the City Attorney would have been included had he not been out of town at the time. He stated that B. Pristash is working on the LOI, which will be reviewed at the Council's next meeting. **Mayor Pruhs** explained that the next step would be a public open house in mid-September to include a presentation on the overall process, including the LOI period, and the eventual request for proposal (RFP) window, which will take place over five months. He asserted that they are trying to make

the process as open and as detailed as possible. He pointed out that because the City owns the property, the Council will ultimately decide what happens next and that it will do so via a thorough public process.

Ms. Therrien asked if the LOI would be reviewed at their next Work Session or Council Meeting or if it will be split into multiple meetings. **Mayor Pruhs** stated that it can all be done in a single meeting but that he was unsure if the City Engineer would have it ready by the next Work Session. **B. Pristash** indicated that he could prioritize it to have at least an initial draft available for review. **Mayor Pruhs** suggested that the Council may need a resolution to formally approve the LOI.

COUNCILMEMBERS' COMMENTS

Ms. Tidwell shared that the Fairbanks Economic Development Corporation (FEDC) had officially submitted its application to the State of Alaska Department of Commerce to become the Alaska Regional Development Organization (ARDOR) for the Fairbanks area. She discussed how that might impact future discussions related to budgeting and economic development initiatives.

Mr. Marney stated he had no comments.

Mr. Ringstad discussed seeing an increase in assaults as reported in the newspaper's Public Safety Report. He declared that there is no simple fix for the problem but that it would take a combined, concerted effort by the City, law enforcement, the Department of Corrections, the District Attorney's Office, and potentially the State Legislature. He shared details of recent assaults in the downtown area as well as issues with trespassers at his own property.

Ms. Sprinkle spoke of the bicycle lane pilot project and expressed disappointment with the general attitude about trying new things. She stated that the pilot project was disparaged and disregarded despite not having any data regarding actual usage. She stated that she has heard positive things from some people and that she has personally seen the lanes used.

Ms. Therrien shared that she recently saw a handful of youth using the lanes, as well as the adjacent sidewalks. She gave a land acknowledgement. She asked if the Council could have a 10-minute recess before addressing Resolution No. 5182. **Mayor Pruhs** asked if there was a specific reason. **Mr. Therrien** stated that she had not had a chance to speak with Ms. Tidwell regarding the amended, proposed substitute of the resolution that had been hand-carried to the meeting. **Mayor Pruhs** asked if the intent was to take a 10-minute recess for Ms. Therrien to receive an explanation of the resolution instead of doing so during the meeting. **Ms. Tidwell** indicated that she was open to having the conversation on the floor. **Ms. Therrien** suggested that five minutes would be sufficient. **Mayor Pruhs** stated that he would grant a five-minute recess.

Mr. Cleworth spoke to Mr. Ringstad's comments regarding increasing crime rates. He noted that many individuals who cause problems downtown turn out to have lengthy arrest records already. He shared that the same people are often back on the street in a short time, and it makes one wonder what it takes to actually get prosecuted by the District Attorney's Office. **Mr. Cleworth** explained that any decisions regarding new bike lanes in the city will ultimately be at the discretion of the Council – not outside planning organizations or committees. He shared that during his travels, he has noted many approaches to bicycle paths, most of which are fairly simple, yet effective. He

discussed less complicated methods, such as adjusting fog lines in various areas to accommodate cyclists while leaving room for snow in the winter. He reiterated that the design process of the “Complete Streets” approach is intended to be simple, following the example of other states.

Mayor Pruhs called for five-to ten-minute recess. He asked to speak directly with Ms. Therrien and Ms. Tidwell in his office.

The Council resumed with New Business after a ten-minute recess.

NEW BUSINESS

- a) Resolution No. 5182 – A Resolution Requiring That the Polaris Working Group Meetings Be Publicly Noticed and Open to Public Participation. Introduced by Councilmembers Therrien, Tidwell, and Marney.

Mayor Pruhs asked if there was a motion to APPROVE Resolution No. 5182 and heard none. He asked if anyone wanted to discuss the resolution. **Mr. Marney** asked if the discussion would be on the original resolution or the hand-carried, proposed substitute. **Mayor Pruhs** indicated it would be on the original version. **Mr. Marney** asked if the Council could amend it by replacing it with the proposed substitute. **Mayor Pruhs** stated that he would rather the Council not do that.

Ms. Therrien stated that she would like to WITHDRAW Resolution No. 5182 in order to give it more thought and reintroduce it within the next four weeks.

Mayor Pruhs asked if any Councilmember objected.

Mr. Cleworth stated that he would like to discuss the whole concept. He noted that the only way for the Council to have a discussion on Resolution No. 5182 would be for it to first be placed on the floor through a motion. He expressed that he was not in favor of either version of the resolution and that he would give his reasonings when appropriate. **Mayor Pruhs** asked if he could do so during Councilmembers’ Comments. **Mr. Cleworth** stated that he would if the Mayor preferred.

Mayor Pruhs called for any other discussion on the matter and, hearing none, declared Resolution No. 5182 FAILED due to the lack of a motion.

- b) Ordinance No. 6322 – An Ordinance Funding the Collective Bargaining Agreement Between the City of Fairbanks and Fairbanks Firefighters Union and Amending the 2025 City Operating Budget. Introduced by Mayor Pruhs.

ADVANCED on the CONSENT AGENDA

WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- a) Permanent Fund Review Board Meeting Minutes of April 30, 2025

ACCEPTED on the CONSENT AGENDA

ACCEPTED on the CONSENT AGENDA

COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

Mr. Cleworth stated that this is not the first time the City has been through a process of taking ownership of a large property. He stated that in the past, when the City inherited an entire city block, the City made both good and bad moves. He explained that the City has learned from those mistakes, and he would like to avoid repeating some mistakes with the Polaris property. He expressed his view that, for decisions related to the property, the Council should serve as the work group, with City staff aiding in the process. He discussed the major issues needing consideration moving forward and suggested that an LOI is less effective, as some developers prefer to not show their hand and would rather outline details through an actual RFP process. He recommended going straight to an RFP with the Council setting clear parameters. He explained common pitfalls of ranking proposals and spoke against the practice.

Ms. Therrien gave a report of the Permanent Fund Review Board's last meeting. She reviewed fund performance details and shared info about some actions and opportunities being considered by the Board. She noted that there had been no compliance issues from recent audits.

Ms. Sprinkle and **Mr. Ringstad** each indicated they had no reports or further comments.

Mr. Marney shared that he would be attending a Fairbanks Diversity Council meeting later in the week and that he looks forward to meeting the new members. He reported having been asked to assist with judging applications for Explore Fairbanks' Community Engagement Grants and spoke highly of positive changes taking place with the organization.

Ms. Tidwell expressed agreement with Mr. Cleworth's comments regarding the City Council being the only decision-making body regarding the Polaris property going forward. She shared that she spoke with an individual who works for another local fire department who had heard about, and was intrigued by, the City's new recruitment bonus for paramedics, noting that it was a sign that the City's efforts to get the word out were working.

Mayor Pruhs stated that he also concurred with Mr. Cleworth's statements and that his experience with similar processes will be valuable to the rest of the Council. He reiterated that there is not a strict timeline and that the Council will have total discretion with how to proceed.

Ms. Sprinkle asked what the status was with the final phase of demolition. **Mayor Pruhs** reported that the contractor is removing the last of the debris from the large hole where the structure had been and that they will soon start backfilling and compacting the surface. He noted that a total of 160 storage containers had been brought in to be filled with the remaining contaminated materials being removed for disposal. He reiterated that the Council would have ultimate discretion in what happens but declared that it will not be turned into a parking lot.

CITY CLERK'S REPORT

Clerk Snider shared that a resolution was passed in 2019 that she believes is relevant to the Council's discussion about the Polaris property. She indicated she would send it to the Council.

CITY ATTORNEY'S REPORT

Attorney Chard expressed appreciation for the continued commitment, professionalism, and civil conversations of the Council as it wrestles with large issues and ideas.

EXECUTIVE SESSION

Mr. Cleworth, seconded by **Ms. Therrien**, moved to ENTER into an Executive Session to discuss AFL-CIO Labor Negotiations.

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

Mayor Pruhs called for a brief recess at 7:56 p.m., after which the City Council, excluding Ms. Tidwell, reconvened in Executive Session.

- a) AFL-CIO Labor Negotiations [permissible under State law, including the provision at AS 44.62.310(c)(1)] (*ended at 8:25 p.m.*)

Mr. Cleworth stated that the Council met in an Executive Session to discuss AFL-CIO Labor Negotiations. He affirmed that no formal action had been taken.

ADJOURNMENT

Ms. Sprinkle, seconded by **Mr. Ringstad**, moved to ADJOURN the meeting.

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

Mayor Pruhs declared the meeting adjourned at 8:26 p.m.

DAVID PRUHS, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: CC



800 Cushman Street
Fairbanks, AK 99701

Telephone (907) 459-6702
Fax (907) 459-6710

MEMORANDUM

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk



SUBJECT: Alcohol License Renewal Applications

DATE: August 21, 2025

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following alcohol license renewal applications:

Lic. #	DBA	License Type	Licensee	Address
4862	Southern Glazer's of AK	General Wholesale	Southern Glazer's Wine and Spirits of Alaska, LLC	3101 Peger Road, Bay 2
4548	Brewsters	Beverage Dispensary	Restaurant Concepts, LLC	354 Old Steese Highway
5051	Asiana Restaurant	Restaurant/Eating Place	Young Mi Jin	2001 Airport Way

Pursuant to FGC Sec. 14-178 the Council may determine whether to protest alcohol license renewal applications after holding a public hearing. As required by FGC Sec. 14-167(b), I have sent written notice of the public hearing to the above-listed licensees.

The renewal applications are scheduled to go before the ABC Board on September 16, 2025. The City's 60-day response deadline to AMCO is also September 16, 2025.

There are no department-recommended protests for these alcohol license renewal applications.




800 Cushman Street
Fairbanks, AK 99701

Telephone (907) 459-6702
Fax (907) 459-6710

MEMORANDUM

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: Marijuana License Renewal Applications

DATE: August 21, 2025

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following marijuana license renewal applications:

Lic. #	DBA	License Type	Licensee	Address
22809	Airport Way Best Bud	Retail Marijuana Store	Airport Way Trade Center, LLC	3598 Airport Way
10589	Nature's Releaf, LLC	Retail Marijuana Store	Nature's Releaf, LLC	507 7th Avenue
39378	Blaze, LLC	Retail Marijuana Store	Blaze, LLC	607 Old Steese Highway, Suite 106
16006	Arctic Bakery, LLC	Marijuana Product Manufacturing	Arctic Bakery, LLC	1409 Well Street
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest a marijuana license renewal application after holding a public hearing. As required by FGC Sec. 14-214(b), I have sent written notice of the public hearing to the above-listed licensees. The 60-day response deadline to AMCO for these marijuana license renewals is September 19, 2025.

Pursuant to FGC Sec. 14-215(b)(12), I have inquired about complaints filed within the past 12 months with the Fairbanks North Star Borough (FNSB) and AMCO in regard to these marijuana establishments, and no complaints were reported.

There are no department-recommended protests for these marijuana license renewal applications.




800 Cushman Street
Fairbanks, AK 99701

Telephone (907)459-6702
Fax (907)459-6710

MEMORANDUM

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Application for Alcohol License Transfer of Ownership and Restaurant Endorsement

DATE: August 21, 2025

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for transfer of ownership and restaurant endorsement¹ for the following alcohol license:

License Type/No.:	Beverage Dispensary, License #4247
To DBA:	This and That Grill, LLC
To Licensee/Applicant:	This and That Grill, LLC
From DBA:	Brewster's
From Licensee/Applicant:	Restaurant Concepts, LLC
Physical Location (no change):	3578 Airport Way, Fairbanks, AK

Corp/LLC Agent:	Address	Date/State of Incorporation	Good standing?
This and That Grill, LLC Agent: Northwest Registered Agent, Inc.	821 N Street Anchorage, AK 99501	01/26/2025 AK	Yes

Member/Officer/Director:	Address	Phone	Title/Shares (%)
Jennifer Stugart	3578 Airport Way Fairbanks, AK 99709	907-978-8625	Member – 50%
Thomas Stugart	3578 Airport Way Fairbanks, AK 99709	907-455-8447	Member – 50%

Pursuant to FGC Sec. 14-178, the Council may determine whether to protest the alcohol license action after holding a public hearing (response deadline is September 29). This transfer application will be considered by the ABC Board at its regular meeting on September 16, 2025.

The Fairbanks Fire Department is recommending protest of this alcohol license transfer until construction is finished and the building is ready for inspection. There are no other department-recommended protests for this alcohol license transfer application and application for a new restaurant endorsement.

¹ A restaurant endorsement authorizes the licensee to allow people under the age of 21 to work or dine at the premises.



Document reference ID : 5341

Licensing Application Summary

Transfer of Ownership

License ID:	4247
Application ID:	5341
Applicant Name:	This And That Grill Llc
License Type applied for:	Beverage Dispensary License(BDL) (AS 04.09.200)
Application Status:	In Review
Application Submitted On:	03/26/2025 10:10 AM AKDT

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	333186902
Member Managed or Manager Managed:	Member Managed
Alaska Entity Number (CBPL):	10299136
Alaska Entity Formed Date:	01/26/2025
Home State:	AK

Entity Contact Information

Entity Address:	3578 Airport Way, Fairbanks, AK, 99709, USA
-----------------	---

Initial Application Information

Authority Type: I am authorized user by the designated licensee with binding authority

Legal First Name: Jennifer

Legal Last Name: Stugart

Email Address: jenstugart@yahoo.com

Phone Number: 907-978-8625

Additional Authorized Users

Legal Name	Relation with Applicant
Thomas Stugart	Designated Licensee

Registered Agent Information

Name	Northwest Registered Agent INC Northwest Registered Agent INC
Agent's Phone Number	509-768-2249
Agent's Email	support@northwestregisteredagent.com
Address	821 N St, Anchorage, AK, 99501-3285, USA
The registered agent is either an individual resident of the state or a domestic corporation authorized to transact business in the state and whose business office is the same as the registered office?	Yes

Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
This And That Grill Llc	Jennifer Stugart	Member	50
This And That Grill Llc	Thomas Stugart	Member	50

Premises Address

Address: 3578 Airport Way, Fairbanks, AK, 99709, USA

Does the proposed site include a valid street address? Yes

Basic Business information

Business/Trade Name: This and That Grill LLC

What is your primary business at this location? Restaurant

Premises Contact Details

Contact Person Name Jennifer Kay Stugart

Business Phone Number 907-455-8447

Alternate Phone Number 907-978-8625

Email Address thisandthatgrillhayes@gmail.com

Local Government and Community Council Details

City/Municipality Fairbanks (City of)

Borough Fairbanks North Star Borough

Measurement Information

What is the approximate distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? (in feet) 4224

What is the approximate distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? (in feet) 3168

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location?

No

Property Utilization Status

An Existing Facility

Are you operating under?

Lease

Add Copy of Lease\Sublease document

[This and That Signed Lease 2025.pdf](#)

Premises Diagram

Will the license or permit embrace the entire premises address?

Yes

Premises Diagram

- [PremiseDiagramThisandThatCompressed.pdf](#)

Endorsements

Endorsement Number	Endorsement Type	Trade Name	Business Name
15349	Restaurant Endorsement (RE)	Brewster's	Restaurant Concepts, Llc

Financial Interest

I hereby certify that no person other than a proposed licensee listed on the liquor license application has a direct or indirect financial interest, as defined in AS 04.11.450(f) in the business for which a liquor license is being applied for.

I hereby certify that any ownership change shall be reported to the board as required under AS 04.11.040, AS 04.11.045, AS 04.11.050, and AS 04.11.055.

Public Notice Posting Attestation and Publishers Affidavit

Have you posted your application at both required locations for ten consecutive days?	Yes
What was the other conspicuous location of your post? (Please Include the full address)	USPS, 755 Fairbanks St., Fairbanks, AK 99709
What was the first day you posted your application?	03/14/2025

I attest that I have met the public posting notice requirement set forth under AS 04.11.310 by posting a copy of my application for the 10-day period at the location of the proposed licensed premises and at another conspicuous location in the area of the proposed premises as listed in this application.

I hereby attest that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Attestations

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

Signature

This application was digitally signed by : Jennifer Stugart on 03/14/2025 06:08 PM AKDT

Payment Info

Transferor/current licensee's/Gary Falls for Restaurant Concepts, LLC signature. I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify

Payment Type : CC

Payment Id: 27166c0c-f5b9-4656-a152-3296144843bb

Receipt Number: 101049678

Payment Date: 03/24/2025 04:46 PM AKDT

Documents

#	File Name	Type	Added On
1	This and That Signed Lease 2025.pdf	License Lease\Sublease document	03/14/2025 05:08 PM AKDT
2	PremiseDiagramThisandThatCompressed.pdf	License Location Diagram Document	03/14/2025 05:28 PM AKDT
3	AB-09 TAT JS for Liq Lic 2025.pdf	Signed Creditors Affidavit	03/14/2025 05:36 PM AKDT
4	AFFP Liq Lic Transfer Affidavit of Publication.pdf	Misc. documents to support the transfer application	03/14/2025 05:36 PM AKDT
5	AB-07 Pub Notice Posting Affidavit This and That Grill.pdf	Misc. documents to support the transfer application	03/14/2025 06:07 PM AKDT
6	AFFP Liq Lic Transfer Affidavit of Publication.pdf	Publishers Affidavit	03/24/2025 12:23 PM AKDT
7	AB-09 TAT JS for Liq Lic 2025.pdf	Transferee and Transferor Certifications Form	03/25/2025 06:34 PM AKDT

8 AB-11 Creditors Affidavit Gary Falls
TAT.pdf

Transferee and Transferor
Certifications Form

03/25/2025 06:34
PM AKDT

9 App. 5341..pdf

License Paper Form
Application Document

03/26/2025 10:07
AM AKDT



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 305 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, 3 AAC 305.045 and 3 AAC 305.060.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Restaurant Concepts, LLC		License #:	4247	
License Type:	Beverage Dispensary		Statutory Reference:	04.11.090	
Doing Business As:	Brewster's				
Premises Address:	357B Airport Way				
City:	Fairbanks	State:	Alaska	ZIP:	99701
Local Governing Body/Bodies:	Fairbanks, FNSB				

Transfer Type:

- ☒ Regular transfer
- ☐ Transfer with security interest
- ☐ Involuntary retransfer
- ☐ Controlling interest transfer
- ☐ Location transfer

OFFICE USE ONLY

Complete Date:		Transaction #:	
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	This and That Grill LLC			
Doing Business As:	This and That Grill LLC			
Premises Address:	3578 Airport Way			
City:	Fairbanks	State:	Alaska	ZIP: 99701
Community Council, (If applicable):	Fairbanks, FNSB			
Mailing Address:	3578 Airport Way			
City:	Fairbanks	State:	Alaska	ZIP: 99709
Email:	thisandthatgrillhaves@gmail.com	Phone:	907-455-8447	
Designated Licensee:	Jennifer Stugart			
Contact Phone:	907-978-8625	Business Phone:	907 455-8447	
Contact Email:	jenstugart@yahoo.com			

Seasonal License? ☐ Yes ☒ No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer (Must be in feet).

The nearest school is Raven and it is .7 miles -walking and 1.3 miles driving distance from 3578 Airport Way. .7 Miles is 3696 feet and 1.3 Miles is 6864 feet. 4762 OLD Airport Way - 99709.

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer (Must be in feet.)

The nearest Church is the central Mission church .6 miles away by foot and car. 3558 Goldizen Ave 99709. That is 3168 feet away.



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:		Phone:			

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	
Email:		Phone:			

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the application shall be executed by an authorized officer of the Corporation. Information must be completed below for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, whether manager managed or member managed, the following information must be completed for each *member with an ownership interest of 10% or more* and for each *manager regardless of ownership share*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.
- For any entity, identify all affiliates for your organization as defined at 3 AAC 305.950.

Entity Official:	Jennifer Stugart				
Title(s):	Owner/Member/CEO	Phone:	907 978 8625	% Owned:	50%
Address:	3891 Potter Rd.				
City:	Fairbanks	State:	Alaska	ZIP:	99709
Email:	jenstugart@yahoo.com	Phone:	907 456 6380		



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Thomas Stugart				
Title(s):	Owner/Member/COO	Phone:	907 347-2166	% Owned:	50%
Address:	3891 Potter Road				
City:	Fairbanks	State:	Alaska	ZIP:	99709
Email:	tomstugart@yahoo.com	Phone:	907 456-6380		

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	
Email:		Phone:			

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	
Email:		Phone:			

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC). The registered agent is either an individual resident of the state or domestic corporation authorized to transact business in the state and whose business office is the same as the registered office.

CBPL Entity #:	100 21053	AK Formed Date:	01/27/2025	Home State:	Alaska
Registered Agent:	Northwest Registered Agent INC	Agent's Phone:	509-768-2249		
Agent's Mailing Address:	821 N. St., Ste 102				
City:	Anchorage	State:	AK	ZIP:	99501
Email:	support@northwestregisteredagent.com	Phone:	509-768-2249		

Residency of Agent: Anchorage Borough / USA

Yes No

Does your registered agent satisfy the requirement of AS 04.11.430?

☒ ☐



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 6 – Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

☐ ☒

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐ ☒

If "Yes", disclose the name of the individual and the reason for this authorization:



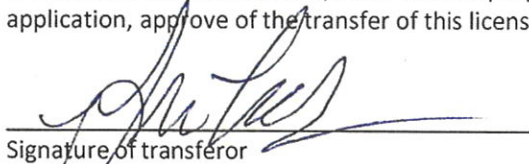
Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.


Signature of transferor

Gary Falls
Printed name of transferor

STATE OF ALASKA
NOTARY PUBLIC

Mary Ann Boots

My Commission Ends March 27, 2028



Subscribed and sworn to before me this 4 day of February, 2025.



Signature of Notary Public

Notary Public in and for the State of Alaska.

My commission expires: March 27, 2028

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that all proposed licensees have been listed with the Division of Corporations.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

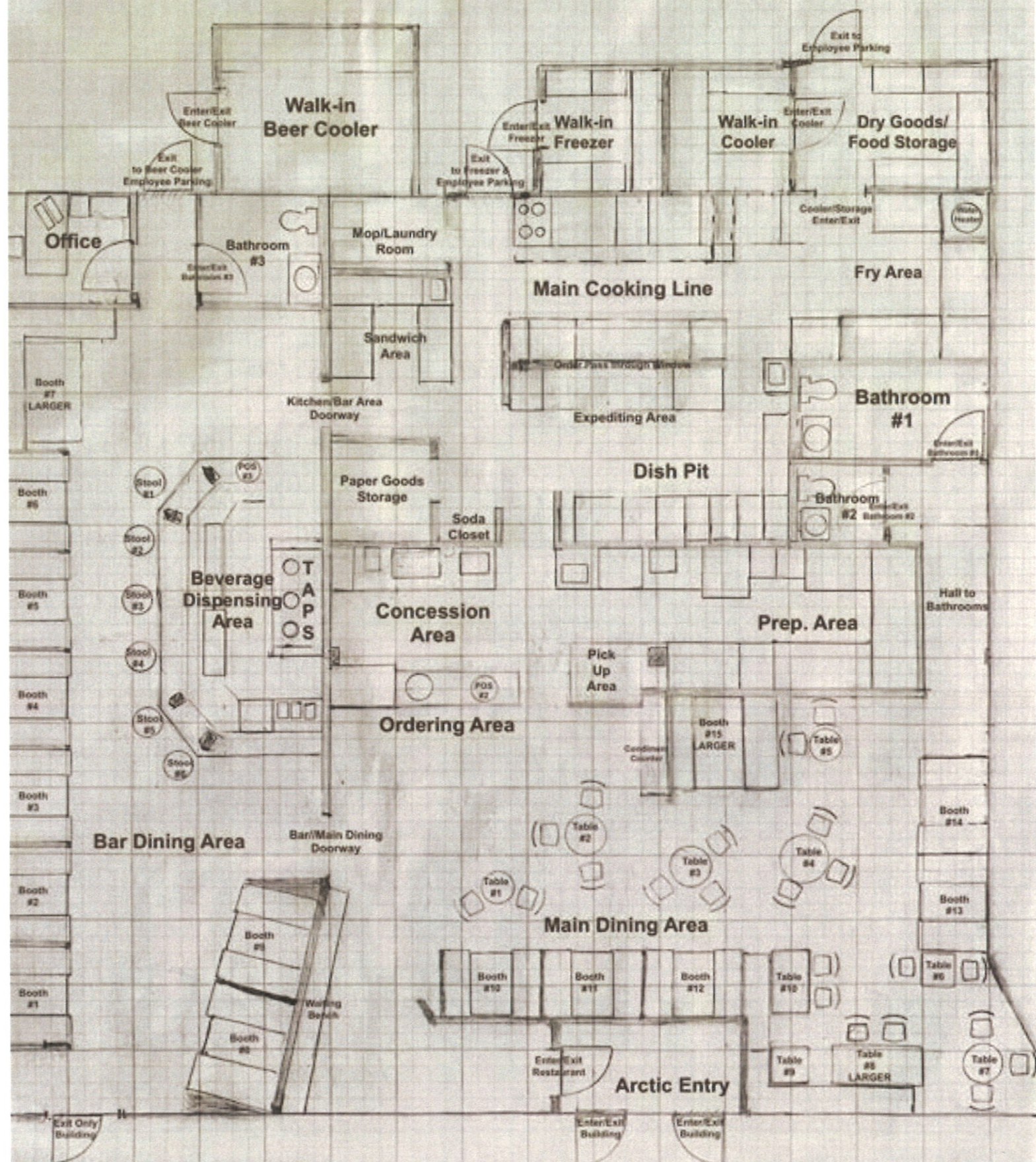
I certify that I and any individual identified in the business entity ownership section of this application, has, or will read AS 04 and its implementing regulations.

HEATHER RAMSAY
Notary Public
State of Alaska
My Commission Expires Jan 13, 2027

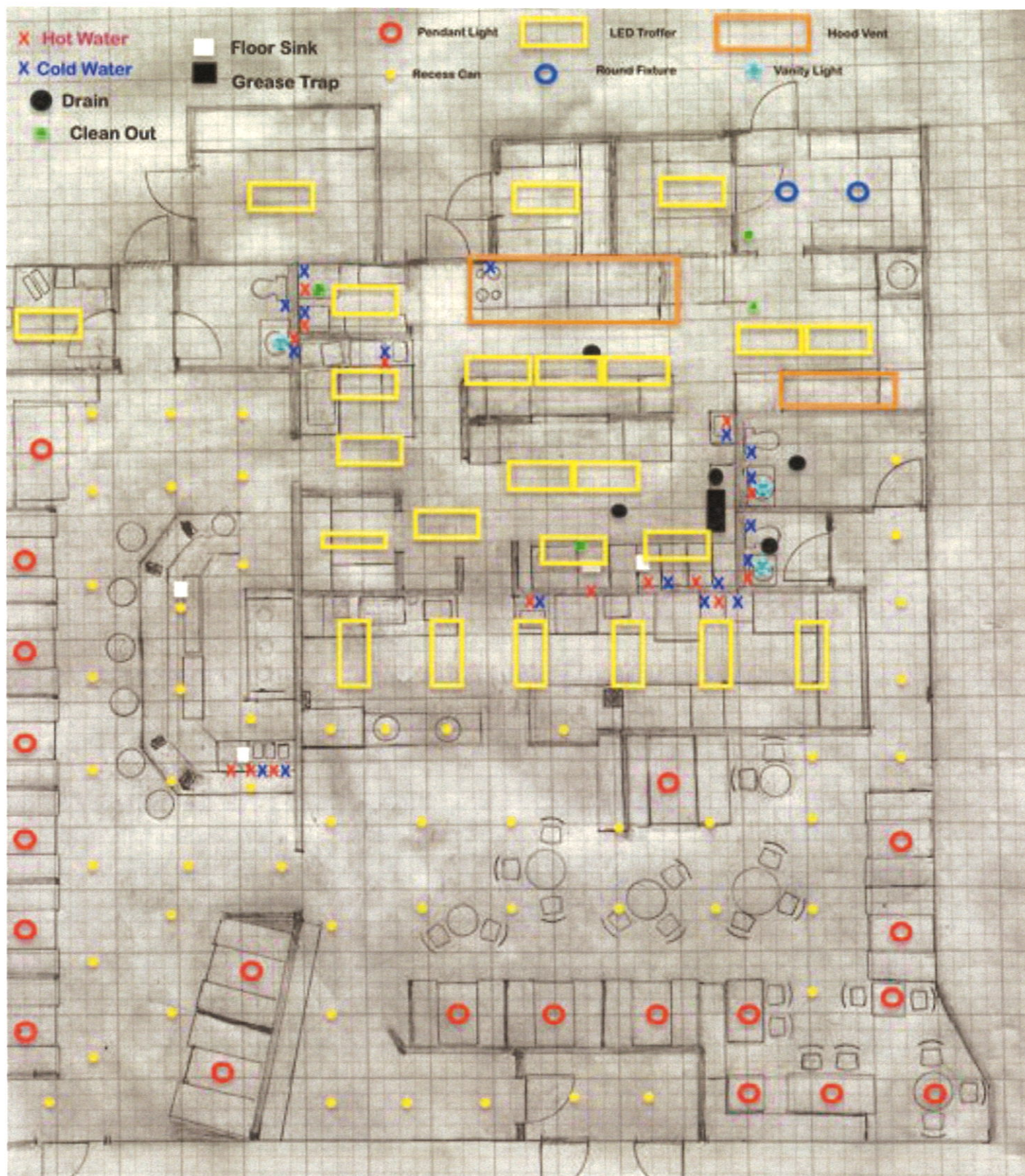
Signature of Transferee
Jennifer Stugar
Printed name

Signature of Notary Public

Notary Public in and for the State of AlaskaMy commission expires: Jan 13, 2027Subscribed and sworn to before me this 4 day of February, 2025.







ORDINANCE NO. 6322

**AN ORDINANCE FUNDING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FAIRBANKS AND FAIRBANKS FIREFIGHTERS UNION
AND AMENDING THE 2025 CITY OPERATING BUDGET**

WHEREAS, the City of Fairbanks and the Fairbanks Firefighters Union have been operating under the terms of the October 1, 2021 - September 30, 2024 Collective Bargaining Agreement; and

WHEREAS, after nearly two years of negotiation, a compulsory mediation, and arbitration, the City of Fairbanks and the Fairbanks Firefighters Union have a replacement contract; and

WHEREAS, under the terms of the Arbitrator's binding decision, the City of Fairbanks and Fairbanks Firefighters Union's new labor agreement is effective December 1, 2024 - November 30, 2027, with the economic terms of the agreement detailed in the attached fiscal note; and

WHEREAS, if the City Council decides to fund those terms, the City's 2025 Operating Budget will need to be amended to include the increased expenditures included in the attached fiscal note.

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

SECTION 1. That the City of Fairbanks' 2025 operating budget be amended to fund the contract per the attached fiscal note.

SECTION 2. The effective date of this ordinance shall be six days after adoption.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6322

Abbreviated Title: FAIRBANKS FIREFIGHTERS UNION LABOR AGREEMENT

Department(s): FIRE

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes No X

If yes, what is the estimate? see below

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

If yes, how many positions?

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

II. FINANCIAL DETAIL:

EXPENDITURES:	2025	2026	2027	TOTAL
WAGES AND BENEFITS - JANUARY TO DECEMBER	\$ 305,130	\$ 305,130	\$ 305,130	\$ 915,390
WAGES AND BENEFITS - JANUARY TO DECEMBER	\$ -	\$ 368,430	\$ 368,430	\$ 736,860
WAGES AND BENEFITS - JANUARY TO DECEMBER	\$ -	\$ -	\$ 418,220	\$ 418,220
HEALTH CARE COSTS [CITY AT 80%]	\$ 79,180	\$ 87,350	\$ 92,590	\$ 259,120
MEDICAL [ULTRASOUND OR BLOOD PANEL]	\$ 19,950	\$ 28,500	\$ 19,950	\$ 68,400
HOLIDAY CHANGES - SUPPRESSION STAFF	\$ 16,160	\$ 35,510	\$ 36,920	\$ 88,590
ANNUAL LEAVE CHANGES - ADMIN STAFF	\$ 1,390	\$ 1,790	\$ 3,060	\$ 6,240
TOTAL	\$ 421,810	\$ 826,710	\$ 1,244,300	\$ 2,492,820

FUNDING SOURCE:	2025	2026	2027	TOTAL
GENERAL FUND [FIRE]	\$ 401,860	\$ 798,210	\$ 1,224,350	\$ 2,424,420
GENERAL FUND [MEDICAL]	\$ 19,950	\$ 28,500	\$ 19,950	\$ 68,400
TOTAL	\$ 421,810	\$ 826,710	\$ 1,244,300	\$ 2,492,820

This fiscal note provides the cost of **removing health care from the package rate** as of December 2024 (January payment \$6,091) and the following wage increases: suppression staff will receive 4% and administration staff will receive 5% effective January 2025; all staff will receive 4% effective January 2026 and January 2027. The city will provide additional medical services with ultrasounds in the odd years and comprehensive blood panels in the even years. The suppression staff will receive six personal holidays versus holiday pay for 24 overtime hours or 5.75 hours of pay. The administration staff will receive hours per pay period versus annual hours converted per pay period, increasing annual leave hours. With the minimum manning of 11 and mandatory leave slots, the city should experience overtime ranging from \$300,000 to \$400,000. Note: The City should anticipate additional costs for annual leave liability and worker's compensation due to wage increases.

Prepared by Finance Department:

Initial mb

Date 8/4/2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**FAIRBANKS FIREFIGHTERS UNION
IAFF LOCAL 1324**

December 1, 2024 – November 30, 2027

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ARTICLE 1: GENERAL

1.1 Effective Date [DECIDED BY ARBITRATOR]

This Agreement shall be effective December 1, 2024, 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, at a reasonable time before the contract expires. Upon receipt of such notice, negotiations will begin within 30 days, unless otherwise agreed between the parties.

Within 60 days of the termination date of this agreement, upon mutual consent, the parties may agree to continue the current contract for a set period with the same pay scale increase as the prior year.

If 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, Articles that have been non-funded will be reopened for negotiation.

1. Any other article that both parties agree to may be opened for negotiations
2. The following provisions will no longer be in effect until funding is authorized or a new contract is signed.
 - a. 6.11 Internships will be suspended
 - b. All acting will be suspended.

1.3 Binding Conditions

If the termination date of this Agreement occurs during negotiations for a renewal of the Agreement, the terms and conditions of this Agreement are binding upon the parties until the renewal Agreement is negotiated and executed by the parties.

1.4 Negotiations

A maximum of three Union negotiators are permitted to attend and participate in negotiations during their normal workday without loss of compensation and without interruption, except for emergency response. One negotiator for the Union, when attending on duty, will not be included in minimum staffing and will be relieved of duty during negotiation sessions.

1.5 Impasse at Collective Bargaining

If an impasse or deadlock is reached in collective bargaining, both parties agree to participate in mediation and 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 employed by the City on the precise date this Agreement is signed by the City and the Union.

1.7 Work Stoppage, Slowdown or Strike

The Union agrees that Members do not have the right to engage in any work stoppage, slowdown, or strike, and if any such action 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 organized strike/work stoppage is subject to immediate dismissal by the City, without the right to use 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. 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 of 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 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 Union membership for ratification. Upon ratification, the President is authorized to sign the amendment, thereby binding the Union to the terms and conditions of the amendment. The Mayor's signature on any amendment binds the City to the terms and

conditions of the amendment provided, however, that any amendment is not effective unless and until approved by ordinance of the City Council.

1.11 Disqualification from Employment

A person who formerly served as a member of the Fairbanks City Council is disqualified from City employment for a period of one year from the last date of membership on the Council.

1.12 Previous Letters of Agreement

The parties recognize that any Letters of Agreement from previous contracts that are not incorporated into this agreement will be void upon ratification of this agreement by both parties.

ARTICLE 2: COVERAGE

2.1 Recognition

The City recognizes the Fairbanks Firefighters Union 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.

ARTICLE 3: RELATIONS

3.1 Employer – Union Relations

The City has and will retain the right to represent and manage the City and the City's property and to direct its work force, 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 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 similar grievance should arise regarding the practice in the future and guidance otherwise included in the agreement is ambiguous.

3.3 Non-Discrimination

No Member may be discriminated against because of race, color, creed, sex, age, disability, genetic information, or national origin, or because of membership in, or lawful activity on behalf of, the Union.

3.4 Union Officials

The City will recognize the Union shop stewards as authorized representatives of the Members or groups for whom they are selected. The Union 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.

3.5 Union Access and Business Conduct

- A.** The Union's Business representatives, including shop stewards, will be granted access to the City's premises at all times during which any member covered by this Agreement is on duty but may not interfere with operations.
- B.** As long as there is no interference with operations, they will be allowed to respond to inquiries concerning Union matters and to conduct Union business. While on duty, they will be allowed to conduct Union business on or off premises, however, while on duty, conducting of Union business that will interfere with operations will require notification of the shift supervisor and approval of the Fire Chief.
- C.** Union activities and meetings are permitted so long as they do not preclude completion of work details, assignments, training, and emergency responses.

3.6 Judicial Decisions

Any provisions of this Agreement, or amendments thereto, judicially declared to be in violation of any applicable state or federal law are null and void, but all other provisions of this Agreement will remain in full force and effect. In the event that any provision of this Agreement is declared unlawful in a manner described above, the parties agree to meet within 15 days and, for a reasonable period thereafter, continue negotiations until substitute language has been negotiated or arbitrated in accordance with State law.

3.7 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.

3.8 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 govern.

3.9 Communication

Unless otherwise specified in this Agreement, the President and the Mayor are the agents for their respective parties for purposes of service, process, notice, demand, or payment.

3.10 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, reviews, or evaluates the work of another employee.

3.11 Labor/Management process

The parties agree to participate in the Labor/Management process as currently established. The Labor/Management process is an on-going tool for addressing and solving issues and problems concerning the union, the Department and the City. Issues are dealt with as they arise and do not require the formalities of reopening negotiations. Any agreements made that have an economic impact on the City must be approved by the City Council.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Grievance Policy

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 will be made by both the City and the Union to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Union 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 Union, 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 is not considered a grievance and will not be submitted to the grievance procedure set forth herein. Any questions concerning commencement or termination of this Agreement is specifically reserved for judicial review. The City and the Union may mutually agree to use the grievance procedure for other matters.

4.3 Grievability/Arbitrability

Any dispute, except a dispute involving the commencement date or termination date of this contract, as to whether a complaint is subject to the grievance/arbitration provisions of this Agreement, will be referred to the Alaska Labor Relations Agency.

4.4 Grievance Delivery

"Delivered" or "presented" means 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 are added to any applicable time for action by the recipient; or

4. Electronically sent to the recipient if a "delivery confirmation" feature is used.

4.5 First Step

- A. When the Union has a grievance, the Shop Steward or Union officer, accompanied by the affected Member(s), shall verbally discuss the matter with the Fire Chief, or the Fire Chief's designee, and attempt to resolve the problem. The grievance must be brought to the attention of the Fire 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. Constructive knowledge is deemed to have occurred when a Member(s) had the ability to ascertain the facts upon which the grievance exists through the exercise of reasonable diligence.
- B. 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 at 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, within ten days, schedule a meeting with the grievant and the Union's representative to occur as soon as it can be mutually agreed. Within ten days following that meeting, the Chief shall issue a written finding to the Union.

4.7 Third Step

- A. Grievances not settled at the Second Step must be presented, in writing, by the Union 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 Union. If the Mayor rejects the Union's grievance remedy, the reason(s) shall be stated in the response.
- B. A grievance by the City will be filed with the Union at the Third Step. If the Union 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 Union 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 copies of all relevant documents and reference to the section of the Agreement, the rules and regulations, or the standing operating procedure(s) of the Fire Department that allegedly has been violated.

- B. The Union will decide which grievances to arbitrate. Members may not advance grievances to arbitration except as outlined in Section 4.17.

4.9 Arbitrator Selection

- A. When a grievance is submitted to binding arbitration, the Union and the Mayor, or the Mayor's designee, shall meet at a date and time mutually agreeable, within 14 days from the time the Union has notified the City of the Union'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 from the Federal Mediation and Conciliation Service 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 Union 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, if possible.
- C. The arbitrator will be retained to make a written report of their findings to the Union and the Mayor after the hearing is concluded. The 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 their 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 procedures of the Fire Department.

4.10 Grievance Consolidation

Except for multiple grievances on the same subject, or if mutually agreed, each grievance or dispute will be submitted to a separately convened arbitration.

4.11 Grievance Expenses

Each party shall bear the expense of their respective witnesses (other than a City employee, subject to Section 4.12) 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.

4.12 Grievance Witnesses

Any City employee called as a witness by either side will continue to receive their regular rate of pay while on duty.

4.13 Grievance Settlement

- A.** Any grievance settlement, including City default, must be approved by the Union, as represented by the Union signature, before it becomes effective. If not acted upon by the Union within 10 days, the settlement stands. 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 must be noted in the S.O.P.s and/or Rules and Regulations.

4.14 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 will, 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 the prevailing party its actual costs incurred, including reasonable attorney fees, in pursuing the grievance, including those outlined in Section 4.11. Disputes relating to costs and fees will be referred to the arbitrator by written briefs.
- C.** When the subject matter warrants, the decision will 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 their 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.

4.15 Grievance Time Limits

If 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, the grievance will be considered settled against the side that defaulted. However, any of the time limits in the grievance/arbitration procedure may be extended by 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.

4.16 Expedited Grievance Advancement

The parties may, by agreement, waive any step or steps of the grievance procedure to advance the grievance in an effort to expedite resolution.

4.17 Grievance Representation

- A.** If the Union declines to represent a Member at any stage of the grievance procedure and the grievance concerns discipline 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 and thereby fail 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 Union, all communications to and from the grievant will be through the Union. Should the Union so desire, it may intervene in the grievance procedure at any point to represent its interests.

4.18 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 they 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 have those hours added to their yearly total manning overtime hours.
3. Overtime worked either prior to resolution of the grievance or FLSA overtime worked subsequent to the resolution does not count 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 which 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 staffing.
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 will be allowed to participate in any enacted State Retirement Incentive Programs for the Public Employees' Retirement System without any additional restrictions imposed by the City. The City agrees to pay its share of the cost of the Retirement Incentive Program.

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.
- B. All Members will 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 healthcare provider unless deemed necessary by the Members' physician.
- C. 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 off day, in which case the Member will be compensated a minimum of two hours at the appropriate overtime rate. The Fire Chief will be

notified of physicals in excess of four hours. Members will be compensated for all time spent in required physical medical appointments.

- D. The physical must include all tests and examinations required by law or specified by IAFF/IAFC joint wellness program and any other tests as required by the City's examining physician. Subsequent treatment for non-work-related conditions will be subject to the terms of the benefits plan covering Members.
- E. The annual physical is a condition of continued employment.
- F. No later than four weeks prior to separation of a Member, the Member will have completed a blood panel specific to first responders regardless of when the last specific blood test was completed, unless that Member had their annual physical within six months of separation. The Provider will be agreed upon by mutual consent of the parties.
- G. The City shall ensure that the results of all medical evaluations and physical performance tests remain confidential. The City will be informed by the physician only as to whether each Member is fit for service.
- H. Every even year, all members will receive a comprehensive ultrasound exam specific to first responders. The exam will include (at a minimum) an echocardiogram, carotid doppler, AAA, thyroid, abdominal, bladder, and testicular/pelvic examinations.
- I. Every odd year, all members will receive a comprehensive blood panel specific to first responders. The Provider will be agreed upon by mutual consent of the parties.

5.3 Medical Examination Dispute Resolution

- A. If the Fire Chief questions the physical or mental ability of a Member to perform their 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 incapable of performing their normal work assignment or in the opinion of the examining psychologist that the member is mentally incapable of performing their normal work assignment, the Member is allowed to seek a second opinion from a local licensed physician or psychologist of their choice or one specializing in the area of medicine or treatment identified as the problem by the first physician/psychologist. If no such specialist is available locally, then Anchorage will be used, followed by Seattle.
- B. If the results of these two examinations are not in agreement, then a third opinion will be solicited from a physician/psychologist mutually agreeable to the City and

the Member. The results of the third examination are 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 them from performing their normal work assignments, the City agrees to make a reasonable effort to place the Member in a classification they 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 will be laid off or terminated by reason of disability subject to Article 8.

5.5 Supplemental Retirement Benefits (Deferred Compensation)

Members may participate in the City's 457(b) deferred compensation program. The Union 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 Union, Local 1324 and their dependents with a group insurance program for life, health, dental, audio and visual care insurance. The City will not unilaterally withdraw from the IAFF Health and Wellness plan.
- B.** For each Member, the City will pay 80% of the cost of the medical insurance premium for the IAFF Health and Wellness Plan, with the Member paying 20% of the total cost.
- C.** The City will offer an employee-funded IRS Section 125 plan.
- D.** If the Union is removed from the IAFF Health and Wellness Trust 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 may not be greater than \$300.00 per month per employee.
- E.** Cost of mandated job-related physical examinations, tests, and immunizations will not be included in health care costs for purposes of establishing plan costs or billed to employee health care plans.
- F.** Should the City or the Union choose to pursue an alternative health care plan, agreed upon by both parties, the parties agree to pursue the implementation of said plan.

- G. All Union members will participate in the Medical Expense Reimbursement Plan, administered through DiMartino Associates. The City will pay \$100 a month per employee towards the plan's monthly premium.
- H. PERS Tiers III and IV members may participate in a Voluntary Employee Beneficiary Association (VEBA) administered by BPAS.

ARTICLE 6: WORK RULES

6.1 Work Schedules [DECIDED BY ARBITRATOR]

A. Suppression Schedule

1. The regular work schedule for the suppression Members covered by this Agreement shall be a 3 platoon (48/96) tour system; 48 hours on, with 96 hours off duty, will be a tour. The regular work schedule for the Battalion Chief supervising a shift shall be 48.5 hours on, with 95.5 hours off duty between tours. If more than one Battalion Chief is assigned to a shift, additional Battalion Chief(s) shall only be paid for a maximum 48 hours per shift. The City will maintain records of all hours worked by Members within 24-day work cycles, except for standby time, which is governed by Section 6.8. All regularly scheduled hours worked by Members in excess of 182 hours per 24-day work cycle shall be paid at the "FLSA rate." This schedule is referred to elsewhere in this Agreement as the "Suppression Schedule."
2. Consecutive Shift Limit: No employee may work combination of shifts, including straight time, stand by time and overtime which results in the employee working more than 96 hours in a 120-hour window without the approval of the Fire Chief, which approval will not be granted in the absence of extraordinary circumstances. In a 120-hour block of time, the member must have 24 hours off. No member will work more than three 96 consecutive hour shifts in one month.

B. 40-Hour Schedule The work week 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. General Schedule Rules

1. Training

- a. For training purposes, a Member's hours of work or assigned duties may be temporarily altered by 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.
 - b. On duty suppression Members may be required to attend scheduled training exercises/classes or public fire education programs between 1800 and 2100 hours on weekdays or during the day on weekends.
- 2. A Member's hours of work or assigned duties may be altered for other reasons when it is agreeable between the Member, the Union, 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.
- 3. If more than one Battalion Chief is assigned to a shift, the assignment of the supervision Battalion Chief shall be at the discretion of the Fire Chief.

6.2 Calendar Management [DECIDED BY ARBITRATOR]

- A.** Each 48 hours of a tour will be divided into two 24-hour shifts.
- B.** Two Members per shift will be permitted to take scheduled leave at any one time (not including administrative, worker's compensation, or military).
- C.** A third leave slot shall be available if the shift is above the minimum staffing level after the other two leave slots have been filled. The additional leave slot will be approved when the roster is set for that shift or with the approval of the Fire Chief.
- D.** If a platoon reaches a roster level of 15 or more, three Members will be permitted to take scheduled leave at any one time (not including administrative, workers compensation, or military leave).
- E.** A minimum of four hours of personal leave must be taken if such leave will require overtime for minimum staffing purposes. Suppression Members may request minimum one-half hour increments thereafter. Partial shift leaves not causing overtime callback must be one-hour minimum. 40-hour Members may take annual leave in minimum one-half hour blocks.
- F.** A leave request, once approved by the Fire Chief, takes precedence over other forms of unanticipated Member absences.
- G.** 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 96 hours prior to the start of the tour. During the 96-hour period immediately prior to the start of the tour, a Member

having approved leave for a portion of the shift will not be subordinated to another Member who, during this 96-hour period, requests leave for the entire shift.

- H. 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.
- I. Scheduled leave means personal or sick leave scheduled more than 24 hours in advance. This does not include administrative leave or unanticipated sick leave, but does include long term sick leave that has been medically substantiated by a physician.
- J. Once calendared, all leave a full shift of leave (24 hours) must be taken, unless it is canceled at least 96 hours in advance of the scheduled day of the leave.
- K. Scheduled leave may not be partially canceled once the leave has started unless the Member on leave is relieving a forced Member. The relief Member shall have leave adjusted according to the time the relief begins. Leave shall not be canceled if a member has already agreed to the overtime opportunity.

6.3 Daily Staffing Rules [DECIDED BY ARBITRATOR]

- A. **Completion of Daily Roster.** The Battalion Chief is responsible for setting the daily roster in accordance with this CBA and any directives from the Fire Chief. The Roster shall be completed in the following manner before 8 a.m. of each shift.
 - 1. At or above minimum staffing:
 - a. Complete roster with available on shift personnel.
 - b. Assign up to two Actors to fill vacancies. Additional Actors may be used to prevent forcing.
 - c. Hire remaining classifications with required qualification(s) in the following order:
 - i. Battalion Chief
 - ii. Captain
 - iii. Driver
 - iv. Lead Paramedic or Lead Paramedic Preceptor when applicable
 - v. Firefighter (the classification of firefighter for this sections shall mean all members presently in that classification)
 - 2. Below minimum staffing:
 - a. Complete roster with available personnel.
 - b. Hire remaining needed classifications to reach minimum staffing.

- c. Once minimum staffing is achieved, continue completing the roster in accordance with at or above minimum staffing.
3. Scheduled or partial leave slots starting after 0800 or unanticipated leave slots starting after 0800 will not negate the use of actors already used. Actors will remain in positions assigned at the start of shift or during the shift regardless of additional leave. Classifications required due to any new vacancy will be hired.

B. Overtime Assignment Procedures – Documentation

1. Daily Records. The Battalion Chief will keep current records of manning overtime assignment dates showing the following:
 - a. Contacted Y/N.
 - b. Time of contact or attempt.
 - c. Refusal or acceptance.
2. Total Hour Records:
 - a. Total Manning overtime hours will be tracked electronically.
 - b. On January 1 of each year total hours will be reset to 0 hours.
 - c. On January 1, Members will be ranked by seniority in classification.
 - d. If there is a tie in overtime hours, the opportunity will be given to the senior member.
 - e. In the event of a technological failure (e.g. computers down), overtime will be filled by classification seniority or Paramedic seniority for Lead Paramedic.
3. If the Member is off duty, that Member shall be required to report for duty **at their assigned station at the assigned time or** 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 have those hours added to their yearly total of manning overtime.
4. Probationary fire fighters shall not be eligible for manning overtime opportunities until they have completed their new hire probationary period except to prevent forcing.
5. The qualified Member with the lowest number of hours on the manning overtime 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 with the lowest number of hours.
6. Notification for overtime will be made by the Battalion Chief and not considered accepted unless the contacted Member has personally responded.
7. The Battalion Chief shall let the Member's single designated phone number ring 4 times or until the answering machine picks up before moving on to the next Member on the manning overtime list.

8. If a contacted Member calls while the Battalion Chief is contacting the next Member, the Battalion Chief shall complete the call, then return the missed call.
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 oncoming 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 them the choice of the scheduled overtime or the unanticipated overtime.
11. If the overtime is not needed, the Battalion Chief will call the member and cancel.
12. If an 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.
 - a. If more than one qualified employee volunteers, the Member with the most Department seniority will have first choice.
 - b. The Member held over will be paid the appropriate overtime rate for the period of holdover time and will not have those hours added to their yearly total of manning overtime hours.
 - c. **All Members will be relieved face-to-face at the station where their apparatus is assigned unless the transfer is occurring between Members already staffing apparatus.**

C. Filling of Overtime Vacancies

1. Classification vacancies. When shift staffing requires a vacancy to be filled because of a lack of qualified on-duty Members, the vacancy will be filled in the highest classification needed, as follows:
 - a. In order of lowest number of manning overtime hours of the needed classification.
 - b. In order of lowest number of manning overtime hours who are qualified and have previously held the classification.
 - c. In order of lowest number of manning overtime hours who are qualified to act in the classification.
 - i. Forced overtime assigned to the Member(s) on off-going shift with least amount of forced hours.
2. Forced Overtime:
 - a. Members can be forced for no more than 24 consecutive hours.

- b. The member on the off-going shift with the least amount of mandatory hours will be forced.
- c. Forced hours will be tracked by the Department and will be counted irrespective of rank, classification, and qualification.
- d. When no Member of the required classification is available for assignment, qualified Members who have previously held the position may be forced in inverse order of Department seniority.
- e. At the Members request, the Battalion Chief shall attempt to find relief for the forced member at least twice per 24-hour period.
- f. To prevent forcing, Battalion Chiefs will:
 - i. Hire the next highest needed classification to obtain minimum staffing, then use on shift actors to fill the needed position.
 - ii. Offer overtime position to any available Recruit Firefighter.

3. Relieving Members from Work: When setting the roster, the Battalion Chief shall relieve Members prioritizing the following:

- a. Leave/Standbys**
- b. Members already working (in-Class, 40 hours, etc.)**
- c. Member worked 96 hours or more**
- d. Acting/Recruit status**
- e. Members forced the previous shift**
- f. Members over the Consecutive Shift Limit in the future (6.1.A.2).**

D. Serving Out of Classification

- 1. Involuntarily Working Down Classification
 - a. The City agrees to use Members within their respective classification.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. A Captain or Battalion Chief, who formerly held the classification of Driver, will not be assigned the duties of Driver unless they have completed a Department apparatus proficiency certification within

- the previous Two-year, and must have 12 hours of drivers training each of the previous years (NFPA/ISO)
- f. Members involuntarily working down a classification will not displace a member normally in that classification. Only exception will be for paramedics being assigned to the front-line ambulance.
 - g. The City shall maintain a list of each qualification and the Members who are eligible to work in that classification.
2. ~~Acting Time~~
- a. ~~The City shall maintain a list of Members qualified to be actors. The list shall be based on the promotional list. See Appendix C for LOA~~
 - b. ~~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. ~~Acting Time Restrictions~~
- a. ~~On any one engine or aerial device, the Driver's and the Officer's positions will not be filled simultaneously by acting Members.~~
 - b. ~~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.~~
 - c. ~~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.~~
 - d. ~~This Agreement is not intended to prohibit variances from the requirements in emergency situations where the policies cannot be expeditiously implemented.~~
2. Assignment to an Acting Position
- a. Assigned acting is only permitted at or above minimum staffing levels **except in the case of standbys utilizing Actors.**
 - b. 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.
 - c. Any Actor must complete the training program for that position prior to acting.
 - d. Any qualified Member who is assigned to a position or classification with 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.
 - e. Acting status can be removed as part of the disciplinary process.

6.4 Additional Staffing Rules

A. Emergency Lists

- 1. Emergency callback will not be tracked by opportunity.
- 2. The emergency callback list will be established in order of seniority in classification.

3. Manual 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, then in order of classification seniority.
4. Members shall report to their assigned station within 30 minutes from time of notification. Member(s) failing to report within this time period are not subject to the two-hour minimum in Section 16.3.A and will be paid for actual time worked.
5. Emergency callback release and the opportunity to stay will be granted by department seniority. The Duty Battalion Chief will have authority to modify this release procedure based on special commitments of the affected individuals, if it is mutually agreeable to all parties involved in the release process. The Duty Battalion Chief may modify this release process when the emergency warrants special needs.

B. Special Overtime. Overtime assignments that are not used for manning will be tracked using SOT Rules per SOP 2.15

C. 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 will be called. If the Fire Prevention Division has more than a single Fire Investigator, call back will be done according to an opportunity-based rotation list.
3. The City may use Members in the Fire Prevention Division to work with the Fire Marshall to meet the above requirements.
4. If a Fire Investigator in the Fire Prevention Division is unavailable, a Fire Investigator from the Suppression Division will be used.
5. Deviation from these procedures may be allowed if circumstances on the scene require specialized skills beyond those of the available Fire Investigator.

6.5 Breaks

- A.** Lunch periods are 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 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 between 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.

6.6 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.

6.7 Duties

A. Duties and Manpower

1. The duties of the Members of the Fire Department are 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. Membership also includes Administrative support staff responsible for assisting in the day-to-day operation of the department.
2. The City agrees that it will not use members of other fire departments, agencies, or individuals, not otherwise referred to in this Agreement and from outside this bargaining unit, to perform any covered duties because of a lack of manpower or the unavailability of an employee. This provision does not preclude the use of mutual aid pending callback of Union Members. This provision does not prevent the City from contracting specialized services that are beyond the scope or capacity of the Fire Department by mutual consent of the City and the Union. For example, the City could outsource a sprinkler inspection for an unusually large or complex building construction.

3. Structure fire mutual/auto aid responses within the City shall require an attempt to recall enough suppression members to replicate minimum staffing.
4. Mutual/auto aid responses outside the City shall require an attempt to callback Members sufficient to maintain minimum staffing.
5. Inability of the City to obtain the required minimum callback does not prevent the use of mutual/auto aid.
6. Mutual and/or automatic aid units may not be housed in City facilities, except as required during major emergencies.

B. Duties and Other Bargaining Units

1. Members will 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 Union, 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. Law Enforcement Duties

Members will not be required to perform any law enforcement duties or duties in connection with riot control or crowd dispersal.

D. Fire Prevention Duties

Members of the Fire Prevention Division, or other members designated by the Fire Chief, may enforce the provisions of the Fire Code adopted by the City or other applicable Alaska Statutes and regulations relating to fire investigation.

6.8 Standby Time

- A. Standby time will be permitted per federal law and FLSA requirements.
- B. 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 be absent 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.

- C. Standby time requests will be made to the shift supervisor's office and must be approved prior to trading time. Standbys, once approved, may not be rescinded by the City. The Fire Chief has the authority to suspend a Member's use of standby in cases of abuse.
- D. Standbys may not be used by a member who is held over on overtime for staffing purposes.
- E. 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.
- F. Standbys for a full or partial shift between Members of different classifications will be approved provided that such standbys do not create overtime. The Fire Chief also has discretion to approve such standbys ahead of the date taken. Any suspension of the use of standby time due to abuse must be reported to the Mayor.
- G. The City is not required to pay any additional wages to the Members. Resolution of standby pay back between the Members is subject to the mutual consent of the Members and is not the City's responsibility. In lieu of paying back standby time owed, a Member may opt to transfer the applicable amount of leave from their personal leave account to the owed Member's leave account.
- H. A Member who holds a qualification may use that qualification while standing by for another Member in emergency situations, irrespective of whether the Member replaced holds that qualification.

6.9 Licenses [DECIDED BY ARBITRATOR]

- A. **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 are required to obtain and maintain the licenses in compliance with its standards.
- B. **Revocation of Driver's License.** No Member may be deprived of pay or seniority based upon the revocation of their driver's license for a violation or violations of the law which result from the direct orders of their superior to specifically commit such a violation or violations.
- C. **Medical Certification and Licensing**

1. Training. The City will ensure that written records of all medical training are maintained. The records will include the date, subject matter, who attended, the name of the instructor(s), and any other information required by the State for certification, re-certification, 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.
2. Emergency Medical Technician (EMT)
 - a. 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.
 - b. A Member who involuntarily loses his City-sponsored Paramedic license shall have six months to become EMT certified.
 - c. 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.
3. Lead Paramedic
 - a. The City and the Union recognize the desirability of providing paramedic-level medical services to the residents of the City.
 - b. **“Lead Paramedic” is defined as a person sponsored by the City’s Medical Director/physician sponsor, licensed by the State of Alaska Department of Health Alaska EMS License Management at the MICP level and having completed an internship process.** This qualification may be held by Members of any classification within the Department.
 - c. Any Member who has completed their initial firefighter skills check-off, who possesses a State Paramedic License, and who has completed at least six months’ initial hire probation may work as a Paramedic.
 - d. A Member with a Paramedic qualification may be assigned to work as a Paramedic, regardless of their classification.
 - e. A Member who obtains their Paramedic License at City expense shall maintain such qualification for a period of not less than four years. If the Member does not maintain the paramedic qualification they may be liable to repay the City at a prorated rate.
 - f. As a condition of employment, any Member hired with a Paramedic license will obtain and maintain a State Paramedic license, successfully pass the Paramedic probation period, and serve as a Paramedic for four years.
 - g. **Paramedics will receive Paramedic Incentive pay upon submitting their Alaska MICP license to the department.**

- h. The paramedic Internship Process will be determined by the Fire Chief in consultation with the Union and the Medical Director.
- i. The paramedic Internship process will be conducted exclusively by designated Preceptors.
- j. Preceptor qualification and eligibility will be determined by the Fire Chief in consultation with the Union and the Medical Director.
- k. Preceptors will be paid Precepting Paramedic Special Duty Pay (Art. 16.3.A) the service and supply pro pay.

6.10 Shift Changes

A. Voluntary Platoon Change

- 1. "Voluntary platoon change" is defined as Members of equal classification and qualification mutually agreeing to exchange platoon assignments.
- 2. Any platoon change will be subject to approval by the Fire Chief. Changes will be denied only for good and just reasons based on the operational needs of the Department.
- 3. The Department will not be responsible for preserving leave or paying for any overtime or callback time that may result from such trading of platoons.

B. Department-Initiated Platoon Change

- 1. "Department-initiated platoon change" is defined as Members being reassigned to another platoon at the initiation of the Fire Chief.
- 2. The Procedure for Department-Initiated Platoon Change
 - a. The classifications and/or qualifications, as well as the source/target platoon, will be determined by the Fire Chief and will be chosen so that it meets the operational needs of the Fire Department.
 - i. Members may not be moved due to the lack of qualification for a single classification move or as part of an initial move that may need rebalancing of a classification.
 - ii. The Department may look at the lack of qualification for a secondary move that may require the balancing of that classification. The lack of qualification must be the same classification as the initial move.
 - b. Once the classification and/or qualification has been determined, the Fire Chief will ask for volunteers (in person or electronically) from the source platoon.
 - c. In the event more than one individual volunteers, the highest classification seniority will be used to determine outcome.

- d. In the event no volunteers are found, the member with the least classification seniority, who has the needed classification/qualification, will be moved.
3. The Fire Chief has the right to make platoon transfers in the case of irreconcilable differences or based on progressive discipline. The employee will have a work improvement plan and be transferred to another platoon to be given the opportunity to be successful.
4. The Fire Chief can make transfers temporary or permanent, which will be stated at the time of the request. If it is a temporary assignment, the approximate duration will be given.
5. All platoon transfers will be for a minimum of 90 days, unless agreed upon by both the Member and the Fire Chief. The Fire Chief cannot initiate more than one transfer per classification per month without the consent of the Union.
6. Members will be put on admin leave for both the last day of their previously assigned shift and the first day of their newly assigned shift. Members will not lose pay by having their newly assigned shift be more than 96 hours after their previously assigned shift.
7. Notice of involuntary platoon transfer will be given at least 12 calendar days (including weekends and holidays) before alteration of the regular platoon schedule, unless mutually agreed by person(s) transferring platoon and the Fire Chief.
8. The Fire Chief is responsible for guaranteeing leave that has been approved prior to the platoon transfer.

6.11—Administrative Officer [DECIDED BY ARBITRATOR]

6.11 Internship Program

- A. The parties agree to continue the internship program in conjunction with the CTC Fire Science Program and the University Fire Department. Interns will be expected to learn basic skills and assist the Department in accord with a training program.
- B. Intern requirements:
 1. Interns will not be counted in staffing calculations (Section 15.8).
 2. Interns will not be counted in Emergency Callbacks.
 3. One intern may be allowed on an apparatus per shift.
 4. Interns will be a minimum of State of Alaska Firefighter 1.
 5. Interns riding on a Battalion apparatus will be limited to interns enrolled in the Emergency Management Degree program.
 6. Driving of apparatus:
 - a. will be limited to vehicles not covered in section 15.8A and B of this agreement.

- b. Driving of apparatus is permitted only after the Interns have completed EVOC and the vehicle check off.
 - c. UFD interns may drive a cross-manned ambulance.
- 7. Interns may not displace a Member on any emergency but will work in conjunction with the crew.
- 8. The Internship program will in no way affect Members current working conditions.
- 9. Interns will wear uniforms similar in appearance to suppression Members.
- 10. Interns will work enough hours to meet the goals and objectives set forth by the Fairbanks Fire Department and University Fire Department or the CTC Fire Science program. Work hours and goals will be approved by the Union.
- 11. Interns will be assigned to work a minimum of 08:00-17:00, but not more than one full shift.

6.12 Ride-Alongs

- A. Ride-alongs include, but are not limited to, non-fire department city staff, officials, paramedic students, non-intern fire science students, and other fire department members.
- B. Ride-alongs are permitted on every staffed apparatus.
- C. A maximum of one ride-along or intern is allowed per apparatus.
- D. Fire department members will not be expected to train ride-alongs.
- E. Each ride-along is only permitted one 24-hour shift every month.

ARTICLE 7: HOLIDAYS

7.1 Holidays

- A. The following days are considered holidays, with no deductions in pay:

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

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 will be considered the legal holiday. If any of the recognized holidays falls on Saturday, the Friday immediately preceding the holiday is considered the legal holiday. The holiday runs from midnight to midnight.

C. Members Working a Suppression Schedule

Regarding the City recognized holidays, the Union, 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. If the Fire Chief's office is unable to reschedule the activities, the suppression staff will perform them as scheduled

7.2 Holiday Pay

In lieu of holidays, Members working a suppression schedule will receive six personal days on January 1st of each year to be scheduled and used in the same manner as a personal day.

7.3 Personal Day

In observance of the Member's birthday, the Member is granted a 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 personal leave. This personal day must be scheduled in that calendar year. All leave scheduling rules apply.

7.4 City Early Release From Work

If the Mayor declares an early release from work for non-essential employees, Members on shift will receive a leave credit for the same amount of time.

ARTICLE 8: PERSONAL LEAVE USED AS SICK LEAVE

8.1 Accrual of Hours

Members will only accumulate personal leave, which may be used as sick leave as outlined below. For leave accrual rates, see Article 9.

8.2 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 their 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 30 minutes or the balance of the shift, whichever is less. If use of personal leave as sick leave creates overtime, a minimum of 4 hours must be used.
- C.** Absence attributable to health or disability exceeding five working days for Members working a 40-hour schedule or two consecutive shifts for Members working a suppression schedule require approval of the Fire Chief. Before the end of the fifth day or before the third consecutive shift, the absent Member shall call the Fire Chief and state the nature of the illness or disability requiring absence from work and request continued sick leave. The Fire Chief may require a report from the Member's attending physician that specifically describes who in the household is ill or injured and whether the Member's assistance is required. If the Member is physically unable to contact the Fire Chief, a spouse, physician, or designated individual may contact the Fire Chief on the Member's behalf.

8.3 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 personal leave or Leave Without Pay, according to the Member's preference:
 - 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: 56 hours
 - Within State of Alaska: 78 hours
 - Outside State of Alaska: 112 hours
- B.** Immediate family is defined as a spouse, dependent (as defined by IRS), daughter, son, mother, father, sister, brother, stepmother, stepfather, stepchild, foster child and ward, mother-in-law, father-in-law, and grandparents.

8.4 Non-Work-Related Injury or Illness

When a Member becomes injured and cannot perform their normal duties and has a doctor's evaluation stating that 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 satisfactorily. 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.

8.5 Compensation for On the Job Injury

A. Compensation

On the job injury or illness agreed or determined to be compensable under State workers' compensation laws, will 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 can work under a modified work plan will be assigned to a 40-hour shift to work in accord with the modified work plan, provided that 2 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 will 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.

8.6 Occupational Injury Reemployment

- A.** Any former Member who is injured on the job and who within three years of their termination date is medically certified, by a physician mutually agreeable to both parties, to re-enter employment, 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 will 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 the opportunity for reemployment.
 2. Rehire to the Firefighter or Deputy Fire Marshal III classification up to pay step held on the date of termination, or the top step if the Member held a higher classification.
 3. If the former Member was physically unable to maintain pertinent job certification and/or license during the period of disability, the Member will be given, after rehiring, preferential opportunity to re-certify and/or re-license, 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 to an occupational injury, a member is not physically qualified for reemployment in a position with the Fire Department, the City will endeavor to find employment opportunities in other City departments.

8.7 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 termination, after preference has been given to occupational injury applications and employees on a layoff list.
- B.** Such reemployment privileges are conditioned on a medical certification, from a physician mutually agreeable to the parties, of the person's physical or mental ability to perform the job for which they are applying. The former Member must also pass the entry-level physical ability test as required by the job description. Such preferential reemployment rights are predicated on the existence of an open position and the City's decision to fill such a position.

8.8 Pregnancy Light Duty Assignment

- A.** Members who are pregnant will, upon request, be placed on a 40-hour light duty assignment, in accord with Section 8.4, 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 assignment, can no longer perform her suppression job functions, then the Fire Chief can ask for a medical evaluation in accordance with Section 5.3.

- C. Members on pregnancy "light duty" will not count toward minimum staffing and will not take up any spot on the leave calendar.

8.9 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 & Medical Leave Act (Public Law 103-3).

ARTICLE 9: PERSONAL LEAVE

9.1 Accrual Rates

Suppression Members accrue personal leave at the following rate:

Months of Service:	Hours accrued/Pay Period
0-60	14
61-120	16
121+	18

Administrative (40 hour) employees accumulate personal leave at the following rate:

Months of Service:	Hours accrued/ Pay Period
0-24	7
25-60	9
61+	10

Employment for eight or more continuous days during a pay period is considered employment for a full pay period for computation of personal leave accrual.

9.2 Personal Leave Crediting

Personal leave accrual will 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 Valuation and Severance

- A.** Members covered by this Agreement who either voluntarily or involuntarily terminate employment, will be paid a lump sum for all personal leave accrued at the time of separation at the value of 105%, based on their regular rate of pay, paid together with their final salary payment.
- B.** Members may elect to cash out 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.** In the event of hardship and with permission of the Mayor, Members may cash out personal leave at any time for family, medical, or other reasons below the 200-hour limit in subsection B.
- D.** Cashed out leave hours are not compensable work hours, and are paid subject to tax withholding and without PERS contribution.
- E.** A cap of 1,080 hours for suppression members and 600 hours for administrative staff will be placed on personal leave. If any employee has over the maximum hours of leave at the end of the calendar year, then the amount over the cap must be cashed out.

9.5 Absences

- A.** No Member shall be absent from the job without complying with the requirements of this Agreement.
- B.** Unless otherwise provided for herein or by State law, anniversary dates will be adjusted to reflect unpaid absences by subtracting only full days of absence. An absence of less than eight days does not affect the anniversary date of a 40-hour Member. An absence of less than 24 hours does not affect the anniversary date of a suppression Member.
- C.** Every 40 hours will affect the anniversary date of a 40-hour Member by seven days. Every full 24 hours will affect the anniversary date of a suppression Member by one day.

9.6 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 will be reinstated to the position vacated, if the position still exists.

- B.** Approved leave without pay does not constitute a break in service, but any period more than 10 days in any calendar year will not be creditable for vesting or retirement under the State of Alaska Public Employee's Retirement System.
- C.** Longevity credits for completing probation, pay anniversary date and accumulation of leave benefits will be suspended during the period of leave without pay.
- D.** City medical benefits will continue during any period of leave without pay.
- E.** The Mayor has discretion to grant any Member a voluntary reduction in hours for a limited or extended period. A voluntary reduction in hours does not constitute leave without pay.

9.7 Credited Leave

Only those hours of personal leave that have been credited by payroll may be taken by a Member.

9.8 Military Leave

- A.** Members are 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 will be no adjustment of an affected Member's anniversary date for any active duty period up to the federal statutory limit to cause loss of seniority or to deny the accrual of personal leave. Members 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 workforce.
- B.** A Member who leaves City service for such military leave without pay may elect to be paid for any accrued personal leave as if the member were separating from the city service. The decision will 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 will be reinstated upon return of the Member to the city service.
- C.** Military reserve training or emergency National Guard service. Any Member who has completed their probationary period and who is a member of any reserve

component of the United States Armed Forces will be allowed leave of absence for required training, on duty, for a period not exceeding 15 working days for 40-hour Members (360 hours for suppression Members), during any one calendar year. Such military leave will be with pay if all military pay the Member receives for the duties performed on such leave is paid to the city.

Example: If a member were to take 12 hours of military leave, the member would be compensated their normal rate of pay from the City. The member's military gross pay would be reimbursed to the City, accompanied by information regarding pay rate from the military. If the member received a paycheck for \$240.00 for their 48 hours of training, \$240.00 divided by 48 hours equals \$5.00/hour. The member would pay the City \$60.00 (\$240.00 divided by 48 hrs. of training x 12 hours of military leave = \$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.

9.9 Union Leave [DECIDED BY ARBITRATOR]

- A. In January of each year, the Union will notify the City to deduct hours from the personal leave of each Member. Members with less than 1 year of service will have half of the number of hours deducted. This deducted leave shall be credited to the Union business leave bank "hour for hour."
- B. The Union may use leave from the Union business leave bank at its discretion, provided Union business leave shall be treated as personal leave and managed in accordance with Section 6.2 (Calendar Management). Requests shall have "Union 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 Union leave bank, as well as upon request of the President.
- E. The number of hours deducted may be adjusted by the Union on an annual basis.

- F. Once deducted, Union Business leave cannot be transferred back to any Member and has no cash value.
- G. Members may donate their accrued leave for Union business, without limit, so long as they provide notice of donation to the City in accordance with Section 9.10.
- H. ~~The City will match, on an "hour for hour" basis, leave donated in accord with this section.~~

9.10 Leave Donation

The parties recognize that it is desirable, from time to time, to have a means for Members to assist other City employees in time of need. The following shall be used for that purpose:

- A. Each Member wishing to donate leave from their 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 the 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 personal leave account for use as sick leave.
- 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 donee and not as a taxable event to the donor. However, the City has no control over the tax treatment of such donated leave.

9.11 Leave Transfer

Members may transfer leave to other Members within the bargaining unit.

ARTICLE 10: PAY PERIODS

10.1 Paydays

Paydays cover payroll periods from the first to the fifteenth day of the month and beginning on and including the sixteenth day of the month and ending on and including

the last day of the month and will not be later than the fifteenth and the last day 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 will 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 case pay day may fall on Tuesday.

10.2 Check Itemization

Each check will 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 Union. If established, payday will fall on every other Friday. If pay day falls on a holiday, then pay day will be the last scheduled day before the holiday.

10.4 Dues Deduction

The City shall deduct Union dues from the wages of consenting Members on a semi-monthly or biweekly basis, in the amount designated by the Union. The Union agrees to provide the City 30-day notice of any changes in the designated amount.

10.5 Voluntary Deduction

Members who voluntarily assign a deduction to the Fairbanks Firefighters Union Political Action Committee will have it deducted each pay period from their pay. The deducted amount will be remitted monthly to the Committee.

ARTICLE 11: UNION MEMBERSHIP

11.1 Membership Rights

The City agrees that it will not in any manner discriminate against or attempt to interfere with any of the Members covered under the terms of this Agreement and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking part in Union affairs, and that it will not discriminate against any Members because of the Member's Union membership or lawful Union activity.

11.2 Union Membership Requirements

Employees may join the FFU Local 1324, but union membership is not a condition of employment with the City.

ARTICLE 12: SENIORITY

12.1 Department Seniority

Subject to Section 9.6, Department Seniority is established as follows: The Member having the longest continuous term of service in the Department (excluding layoffs) will be number one on the Department seniority list; all other Members will be listed according to length of continuous service with the Department. Such list will 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 will be established by ranking on the hiring list. The Union will be provided with a copy of the current hiring list. When an individual returns from layoff status, their seniority will be adjusted to exclude the period of time laid off.

12.2 Classification Seniority

Subject to Section 9.6, Classification Seniority is established as follows: The Member having the longest continuous service within a classification or any new or changed classification will be number one on the list.

12.3 Paramedic Seniority

Subject to Section 9.6, Paramedic Seniority is established as follows: the Member having the longest continuous service as a Paramedic, as indicated by Section 6.9.C.3, will be number one on the list.

ARTICLE 13: LAYOFF AND POSITION ELIMINATION

13.1 Leave Pay Out

When a Member is terminated or separates, they will be paid all accrued earnings in accordance with State law.

13.2 Layoff Notice

A Member must be given 45 days' notice of layoff.

13.3 Layoff and Bumping

A. Meet and Confer

1. The City and the Union agree that in the event any layoffs of bargaining unit Members are being considered, the Union will be given notice and afforded the opportunity to propose alternatives to the loss of personnel prior to such layoffs.
2. The Union has 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 Union any documents pertaining to Department operations that the Union may require in formulating recommendations. The City agrees to accept and implement, in good faith, the proposed alternatives to loss of personnel, if they are deemed by the City to be consistent with Department operational needs.

B. Position Elimination

When it is necessary to eliminate positions in the workforce, the following procedures are set forth:

1. Classification is defined as those job titles listed in Section 16.1 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 is defined as the time served in a classification. Seniority, for placement in the classification assumed after exercising bumping/displacement rights, will be cumulative and will 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, with the lowest seniority being given the first layoff notice and then upwards.

5. The layoff notice will be issued to the affected Member. The layoff notice will detail the various options available to the Member as outlined in subsection 3, above.
6. A Member receiving a layoff notice has 10 calendar days in which to decide which of the options outlined in Subsection C, below, to exercise and to notify the City of their 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, they 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. A classification "previously held" does not include acting time.
3. Displace the Member with the least Department seniority in a classification, in the same or different division, if they meet the qualifications of that classification and have more Department seniority than the Member being displaced. For purposes of this section, the Department is 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 passes all entry level exams and meets 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, 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 and 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 C.1 or C.2, they 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 will be in probationary status in that

classification. If the Member is unable to satisfactorily perform the duties of that classification, they will return to layoff status.

4. A Member may not displace into a classification from which they have been removed for disciplinary reasons.
5. Options C.1 and C.2 must be exercised, if available, before a Member may exercise option C.3.
6. Ties in classification seniority are broken by using in the following order:
 - a. Department seniority.
 - b. A random drawing.
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 them, the City shall notify the Member, and they will 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. The vacancy will 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, the Member may choose which classification to fill.
3. Vacancy factors will have no bearing on the provisions of this Section. No Member displaced or laid off may be denied reinstatement to their former classification based upon Department vacancy factors, regardless of nomenclature.

F. Miscellaneous

1. **Special duty pay** ~~Pro-pay~~ continues to be applied to a displaced Member's wages.
2. 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 progresses in reverse order of the layoff or displacement procedure.

3. Members displaced from promoted classifications retain recall rights indefinitely or until they decline the offer to return to their prior classification. If the Member declines the recall, they lose their entitlement and must compete for promotions in the future on equal footing with other Members.
4. When a Member returns from layoff status, their seniority will be adjusted to exclude the period of time laid off.
5. When a displaced Member returns to a position in a classification from which they were displaced, their seniority within the classification will be adjusted to reflect that they were 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 applies 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 has up to 30 days to report to duty.

13.4 Termination of Seniority

Department seniority is terminated and the employer-employee relationship is severed by the following conditions:

1. Layoff of 36 months duration.
2. Refusing or declining a recall offer.
3. 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 Section 13.3.
- 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 Union 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 will be compensated during their service at the appropriate rate of pay. Fees paid to jurors or witnesses while serving such duty will be returned to the City. Administrative leave will be granted to any Member subpoenaed to appear in a court located other than in Fairbanks to appear as a witness because of actions performed while on duty with the Department.

14.2 Court Appearance

Members required to appear in court as witnesses because of actions performed while on duty will suffer no loss in regular earnings but will be compensated during their service at the Member's appropriate rate of pay. Fees paid to the witness serving such duty must be returned to the City. Members reporting for court appearances must check in before and after their appearance at the Department administration office for duty time verification.

ARTICLE 15: SAFETY

15.1 Safe Work Conditions

Work will be executed by Members 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 medical equipment for the protection of the Members.

15.3 Safety Meetings

Regular safety meetings for each shift will be held at least once a month during working hours without loss of pay to the Members. At each safety meeting, the Battalion Chief will 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 will consist of five members, including two members chosen by the Fire Chief, Assistant Chief, Fire Chief, and one Union Representative chosen by the Union President. This committee will make recommendations to the Fire Chief on equipment, personal protective equipment, uniforms, and safety issues.
- B.** Upon request of the Fire Chief, or at least annually, the Joint Safety Committee will meet and make recommendations to the Fire Chief. All Members will be paid, at the appropriate rate of pay, for attendance at the meeting if it occurs on their scheduled day off.
- C.** Work generated as a result of the Joint Safety Committee will be assigned and distributed through the chain of command.

15.5 Equipment Safety

- A.** It will not be considered a violation of this Agreement when a Member(s), having a reasonable concern, refuses to participate in work activities when appropriate safety equipment or safeguards are not provided or when the facilities are not being maintained in a reasonably sanitary condition.
- B.** No disciplinary action may 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 will be inspected at least annually by the City and shall be replaced if found defective, based upon original specifications or design. The Union may recommend to the Safety Committee specifications of protective clothing essential for the duties of the Department.
- C.** Any new provision or change in the State law or adopted regulations will not be applied retroactively to existing clothing or equipment unless the law or regulations so states.

15.7 Station Uniform [DECIDED BY ARBITRATOR]

- A. When the City requires certain attire to be worn by the Member, an initial issue of attire as listed below will be provided by the City at no cost to the Member upon hiring or when a new item is required.
- B. The Department will maintain clothing allowance account balances for all members.
- C. ~~Members will have the ability to cash out the full value of their clothing allowance balance upon separation of service. All members employed by the City on January 1, 2018,~~ will have a lump sum of \$600 deposited into their clothing allowance account on January 1 **for each year of the contract. Clothing allowance balances carry over from year to year but revert to the City upon a Member's separation from service.**
- D. The Department will establish the uniform to strive to meet NFPA 1975 in consultation with the Safety Committee.
- E. The initial issue consists of the following uniform items:
 - 2 shirts, Class B, short or long
 - 1 uniform badge, collar brass, name tag
 - 2 trousers
 - 1 parka
 - 1 pair of shoes or boots, black (not to exceed \$350)
 - 1 pair EMS/ Tech rescue pants
 - 4 tee shirts, navy blue
 - 1 ball cap, navy blue
 - 1 uniform style belt, black
 - 1 watch cap/winter stocking cap
 - 2 job shirts
- F. Continuing Clothing Allowance
 - 1. After initial issue, it will be the responsibility of each member to maintain and restock the items listed in the SOPs.
 - 2. Members may purchase a set of bed linen once per calendar year.

15.8 Staffing Levels [DECIDED BY ARBITRATOR]

- A. **The minimum shift staffing is 11 personnel. Both parties agree that the ideal configuration for the current call volume requires a desired shift**

staffing of 13 personnel to run a command vehicle, two engines, two ambulances, and a squad. Reasonable efforts will be made to provide that level of service. However, the Fire Chief may deviate for [sic – “from”] ideal configuration to address staffing issues, fiscal constraints, or unexpected circumstances. Deployment of apparatus will be determined by the Fire Chief, and if deployed it will be staffed as set out below. Emergency vehicles shall have assigned to them, at minimum, the following personnel:

1. Engine – 1 Captain, 1 Driver, 1 Firefighter
2. Ambulance – 1 Paramedic, 1 Firefighter
3. Command Vehicle – 1 Battalion Chief
4. Aerial Device – 1 Captain, 1 Driver
5. Squad – 1 Captain, 1 Driver
6. Medic
 - a. Defined by operational needs of the department
 - b. minimum 2 personnel
 - c. At least one EMT2 or higher level provide

B. The following apparatus may be cross-staffed as follows:

1. Engine – Rescue, Tender and/or Brush
2. Squad – Rescue, Tender, Brush, Medic, and/or Aerial Device

C. Minimum daily apparatus levels:

1. 1 Command Vehicle
2. 2 Engines
3. 2 Ambulances
4. 1 additional Ambulance staffed when trailing 6-month ambulance UHU is greater than 0.26 starting Jan 1, 2024.

D. Additional Apparatus

1. 1 Squad staffed when the trailing 6-month ambulance UHU is greater than 0.14.
2. More apparatus may be staffed at the Fire Chief's discretion if 15.8.D.a. have been met.

E. Stations

1. Stations shall be staffed with a minimum of 1 Captain, 1 Driver, and 1 Firefighter, regardless of the type of apparatus in service.

F. Fire Prevention

1. The City shall employ a minimum of one Member for the purpose of fire prevention except as noted in 6.5(a)(3).

15.9 Mandated Health Training

Before being counted toward minimum staffing, 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.

15.10 Drug Testing

See Appendix A

ARTICLE 16: ECONOMIC [DECIDED BY ARBITRATOR EXCEPT FOR 16.5 OFFICIAL TRAVEL OUTSIDE THE CITY]

16.1 Wages.

- A. Wage rates for 2025 are shown in Appendix B and reflect an increase of 4.0% for suppression schedule employees and 5.0% for administrative schedule employees, retroactive to January 1, 2025.
- B. Wage rates effective January 1, 2026, are shown in Appendix B and reflect an increase of 4.0% over 2025.
- C. Wage rates effective January 1, 2027, are shown in Appendix B and reflect an increased of 4.0% over 2026.
- D. Persons hired in a Deputy Fire Marshall position above Recruit Deputy Fire Marshall shall receive the starting step of the position hired.

16.2 Steps in Grade

Steps in Grade are based on the following schedule:

Firefighter 1	6 months employment
Firefighter 2	1 year of employment
Firefighter 3	3 years of employment
Firefighter 4	5 years of employment
Driver 2	3 years after Driver promotion date
Captain 2	3 years after Captain promotion date
Battalion Chief 2	3 years after Battalion Chief promotion date

Training Captain 2	3 years after assigned as training officer
Community Paramedic 2	3 years as a community paramedic
Clerk 2	3 years after start date
Admin 2	3 years after start date

16.3 Special Duty Pay

- A. Special Duty Pay is an adjustment to base wages for critical job functions that require extra duty beyond the job description or bonuses for additional certification(s). the amount of the special duty pay is calculated by multiplying the current Firefighter 4 wage by the percentage listed below.

<u>Precepting Paramedic</u>	<u>5%</u>
<u>SCBA Tech</u>	<u>3%</u>
<u>EMS Supply Room</u>	<u>3%</u>
<u>Paramedic assigned to ambulance or medic</u>	<u>10%</u>
<u>Driver assigned to medic or ambulance</u>	<u>5%</u>

- B. Precepting Paramedic pay is only available for time when actually precepting a student paramedic.
- C. SCBA Tech and EMS Supply Room special duty pay go into effect at 0800 hours on the first day of the pay period following the date of assignment.

16.4 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 182 worked in a 24-day cycle) 1.5 X regular rate.
 2. Holdover: 1.5 X regular rate.
 3. Callback for training or other than specified in this Agreement: 1.5 X regular rate, 2 hours minimum.
 4. Callback for staffing: 1.5 X regular rate, 4 hours minimum.
 5. Special overtime: 1.5x regular rate, 2 hours minimum.
 6. Callback for emergencies, investigations: 1.5 X 40-hour rate.
 7. Holdover, 1/2 hour minimum
 - a. Emergency and investigation, 2 hours minimum.
 - b. Staffing, 4 hours minimum.
 8. 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.

9. Forced Overtime: 1.5 X 40-hour rate.

10. Relief of Members on forced overtime: 2 X regular rate.

11. Forced in excess of contractual maximums: 2 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 members 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.

16.5 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 outside the Fairbanks North Star Borough will 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 practical, the Member will be reimbursed for the actual cost of air transportation, ground transportation, and lodging (receipts are required for reimbursement). Per diem will be paid to the Member prior to the Member departing Fairbanks.
- C. Per diem will 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 will be the State of Alaska Per Diem Rates as set in the Alaska Administrative Manual.
- E. Per diem will 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 will not be provided when costs for air transportation, ground transportation, lodging, and meals are paid by an agency other than the City.

ARTICLE 17: PERSONNEL RECORDS

17.1 Record Keeping

A Member's official personnel file may include, but are not 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 will be maintained by the Mayor or the Mayor's designee.

17.2 Records Access

An individual Member and the Union will 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 will 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 will 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 action will 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

- A. Documentation of disciplinary action older than 3 years will be excluded from consideration during subsequent disciplinary proceedings and actions.
- B. Written warnings and reprimands will be excluded from use if over one year old if there was no recurrence of misconduct for which the Member was disciplined during that period.
- C. Any record of suspension or greater, with the exception of discipline for discrimination, harassment, or retaliation, will be excluded from use after three years if there was no recurrence of misconduct for which the Member was disciplined during that period, unless the Member requests otherwise.

17.7 Union Access to Information

It is recognized that during the Union'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 Union and that frivolous and unnecessary dissemination constitutes 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 is not 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 Member for actions done while in the scope of employment covered by the terms of this Agreement, the claim will be defended by the City and any liability which is incurred by a Member covered by this Agreement as a result of the claim or claims will be paid by the City. Any claim or claims, or liability resulting there from, will not be paid by the City if the claim or claims are based upon acts or omissions of any Member 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 Member prevails.

ARTICLE 18: ENVIRONMENT

18.1 Environment

- A.** The City and the Union 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 will have dormitory facilities, which include institutional standard beds, sanitary mattresses and bed linen. Station air quality, lighting, and temperature control will meet applicable State adopted standards.
- B.** Adequate supplies of hot water for dish washing and showering must be available always. If hot water is not available in a manned station, Members will be permitted to use the facilities in other stations.
- C.** All stations will have bathroom facilities and shower stalls which should be vented and isolated, in accordance with applicable local health codes.
- D.** All stations will have kitchen facilities, which include the following major appliances: stove (4 burner minimum), refrigerator/freezer, dishwasher, and microwave oven(s). The appliances will be no smaller than those currently provided at each manned station. Each station will 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 will include a habitable living area, which includes usable furniture.

- F. All areas covered under Section 18.2, Station Environment, are not applicable during area wide emergencies, e.g., power outage, earthquakes, etc.
- G. The City agrees to repair or replace kitchen appliances and utensils, station furniture, bedding, and heating and cooling equipment in a timely fashion as they wear out.
- H. A Station Facilities Committee consisting of the Fire Chief, an additional City representative, and two representatives from the Union shall determine the future environmental needs of the fire station(s) and schedule repairs/purchases on a priority basis, as funding becomes available.

18.3 Parking

- A. The City shall provide parking facilities and electrical connections for head bolt heaters at existing installations and at any newly constructed fire stations.
- B. Head bolt heater outlets will 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 Process

- A. The regular promotional list (the "list") will go into effect January 1 of odd numbered years.
- B. The renewal process and notification of regular promotional test dates will be posted at least three months prior to the date of the written exam, which will be held during the final quarter of each even numbered year.
- C. Any changes to the resume grading requirements will be posted 12 months prior to the promotional test.
- D. In the event the list is exhausted prior to the expiration date, a new list will be established and valid until the next regular list is established. If the list is exhausted 9 months or less prior to the next regular promotional test, the Fire Chief may choose not to test until the next regularly scheduled test.

- E. The Department will post the regular list before the expiration of the previous list.
- F. An applicant must turn in the completed written test application to the Fire Chief at least six weeks prior to the scheduled exam date.
- G. An applicant must have signed for a receipt of the qualification list at the time of receiving study material.
- H. Time in classification requirements are based on the date the list goes into effect.
- I. Scores for each component of promotional testing will be made available to candidates upon completion of testing.
- J. Upon successful completion of the promotional process, Members will be eligible to act in the respective classification. Acting will be permitted only by members of the promotional list.

19.2 Eligibility Requirements

A. Driver Engineer:

- 1. Minimum of two years of experience of continuous employment in fire suppression with the Department;
- 2. Checked off on listed apparatus at least one week prior to the exam date using current check off standards;
- 3. Must have 60 hours of documented drivers training per NFPA/ISO.

B. Captain:

- 1. Minimum of two years of continuous experience as a Driver and/or Administrative Captain in the Department, or 5 years of total continuous Department experience;
- 2. Non-driver/engineer applicants must be checked off on all listed apparatus one week prior to the exam date using current check off standards.

C. Battalion Chief:

- 1. Have held the rank of Captain for a minimum of two continuous years with the Department.

D. Deputy Fire Marshall I:

- 1. Certified I.C.C. Company Officer, Fire Code Inspector, or equivalent.

E. Deputy Fire Marshall II:

1. Certified I.C.C. Fire Code Inspector or equivalent and national or Alaska Certified Fire Investigator; and
2. Three years of experience as a Deputy Fire Marshal I or equivalent.

F. Deputy Fire Marshall III:

1. Associate's degree in fire science or higher degree in a related field or the equivalent thereof by work experience, as set forth below in this section.
2. Minimum of five years of experience as a Deputy Fire Marshal II or equivalent.
3. Certified national or state certified Fire Investigator and I.C.C. Fire Code Inspector.
4. Certified I.C.C. Fire Plan Examiner.

G. Paramedic Selection:

1. Successfully complete all entry requirements of the paramedic training school being used (pass/fail).
2. The City shall send a member to paramedic school every calendar year.

19.3 Promotional Testing and Lists

The Fire Chief or the Fire Chief's Designee shall develop and administer promotional processes for the positions listed above (19.2 A through C) and create promotional lists. The Fire Chief will make arrangements for all on duty Members to take exams at no loss of leave time or standbys to the Member. The Union and the Fire Chief agree to make the process as fair and consistent as possible.

A. Promotional Testing

Promotional testing will include an Assessment Center and a Chief's Interview. The Assessment Center may include the following components (see 19.3.B for component definitions and details). Each component will be scored and each phase weighted according to the percentages listed. Captain and Battalion Chief candidates must pass Phase I with an adjusted score of 70% to advance to Phase II. A Chief's Interview will be conducted after candidate ranking is published. Seniority will be included in the Driver Assessment Center and will be added to Captain and Battalion Chief scores after successful completion of the respective Assessment Center.

Assessment Center:

1. Driver

- | | |
|-------------------------------------|-----|
| a. Resume | 10% |
| b. Written Exam | 30% |
| c. Practical Exam | 30% |
| d. Executive Interview | 20% |
| e. Chief's Interview | 10% |
| f. Seniority (added to final score) | |

2. Captain

- | | |
|-------------------------------------|-----|
| a. Phase I (40% of total) | |
| i. Resume | 10% |
| ii. Written Exam | 45% |
| iii. Tactical Presentation | 45% |
| b. Phase II (60% of total) | |
| i. Tactical Exercise | 25% |
| ii. Management Exercise | 25% |
| iii. Executive Interview | 30% |
| iv. Inbox | 10% |
| v. Chief's Interview | 10% |
| c. Seniority (added to final score) | |

3. Battalion Chief

- | | |
|-------------------------------------|-----|
| a. Phase I (40% of total) | |
| i. Resume | 10% |
| ii. Written Exam | 45% |
| iii. Tactical Presentation | 45% |
| b. Phase II (60% of total) | |
| i. Tactical Exercise | 20% |
| ii. Management Presentation | 20% |
| iii. Management Exercise | 20% |
| iv. Executive Interview | 20% |
| v. Inbox | 10% |
| vi. Chief's Interview | 10% |
| c. Seniority (added to final score) | |

B. Promotional Testing Component Definitions/Details

1. Resume

- a. Resumes must be turned into the Fire Chief no later than one week prior to the Written Exam.
- b. The selection of grading requirements will be agreed upon by the Fire Chief and the Union President prior to testing announcements.

2. Written Exam

- a. The Written Examination will consist of questions approved by the Fire Chief or the Fire Chief's designee. Source material will be available for use in the station while candidates are on duty. Department study materials are NOT to be removed from the station for any reason and should be returned to the appropriate library at the end of each tour.
 - b. Fairbanks Fire Department Policies, Procedures, Rules and Regulations as well as the CBA will be study sources for the written examination. Additional reading materials will be assigned by the Fire Chief or his designee. A comprehensive list of study and reading materials will be provided no later than 60 days prior to the written test date.
 - c. The minimum passing score is 70%.
- 3. **Practical Exam (Drivers only)**
 - a. A Practical Exam is an evaluation designed to test the appropriate skills needed to professionally and proficiently execute the duties of a Driver on a fire scene.
- 4. **Executive Interview**
 - a. The Executive Interview is designed to test the following behavior dimensions: Leadership, Commitment to Organizational Values, Management of Interpersonal Relations, Problem Analysis and Decision Making, and Oral Communication Skills.
 - b. An example of an Executive Interview question for a Driver is: "Your officer tells you to go a different route than what you have decided. What do you do?"
 - c. An example of a behavioral Executive Interview question for Captain/Battalion Chief is: "Considering the department values, give an example of when you incorporated one of them into completing a task where you had to go above and beyond the call of duty."
- 5. **Promotional Seniority**
 - a. Seniority is based on the date the list is to take effect.
 - b. Members are awarded 0.25 points per full calendar month (no points given for partial months) for a maximum of 20 years or 60 points.
 - c. Promotional seniority applies to continuous time in 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.
- 6. **Tactical Presentation**

- a. A Tactical Presentation is designed to test tactical knowledge. An example of a Tactical Presentation is a table-top or whiteboard exercise.
- 7. **Tactical Exercise**
 - a. A Tactical Exercise tests practical and tactical proficiency. An example of a Tactical Command Exercise is assuming command and running an incident at the Fire Training Center.
- 8. **Management Presentation**
 - a. A Management Presentation is designed to test management knowledge. An example of a Management Presentation is a PowerPoint or white-board presentation on resource allocation.
- 9. **Management Exercise**
 - a. A Management Exercise designed to test practical management proficiency. An example of a Management Exercise is dealing with an employee problem.
- 10. **Inbox**
 - a. An Inbox Exercise is designed to test writing and computer skills. An example of an Administrative Exercise is following up on an email from the Chief or a concerned citizen.
- 11. **Chief's Interview**
 - a. The Fire Chief shall conduct an interview of the applicants. The details of the Chief's Interview will be announced before testing and must be consistent throughout the process.

C. Promotional Testing Evaluation

- 1. Executive Interviews:
 - a. An Interview Board ("Board") shall be composed of up to five Raters as follows:
 - i. Up to three City representatives, one of whom will be a City employee and one with a fire service background. For the Paramedic board, one will have a medical background.
 - ii. At least one Union Member who holds or has held the classification being tested for, or one Union-approved representative.
 - iii. If the Fire Chief is conducting the Chief's Interview, they may not participate in the Oral exam.
 - b. Applicants for the same classification will all be asked the same questions.

- c. Each question will be worth a maximum of five points, with five being the highest score. Each Rater will assign points to each applicant's answer to each question. The total of the Rater's points assigned to each answer will be tallied and divided by the number of Raters to arrive at an average score for each answer. Raters will compare scores. No more than a 1 point difference in scores will be allowed. For example, if rater A gives a 5 and rater B gives a 3, the raters will need to agree upon a score that only has a difference of 1 point. Rater A agrees to change from a 5 to a 4 or rater B agrees to change from a 3 to a 4. Rater A could agree to a 4.5 and rater B could agree to a 3.5.
 - d. Minimum passing score is 70%.
- 2. Evolutions, Presentations and Exercises:
 - a. All Evolutions, Presentations, and Exercises must be evaluated by at least one Member who holds or has held the classification being tested for, one Member of any classification, and a designee from the Training or Suppression Divisions.
 - b. Grading criteria for Evolutions, Presentations, and Exercises must be consistent among candidates within a testing group.

D. Promotional Lists

Promotional lists for each rank will be established by ranking the Member with the highest point total as number one, the Member with the next highest points as number two, continuing in this manner until all qualified applicants are listed. As positions become available, the Fire Chief will interview the candidates according to their list ranking. The Fire Chief will promote candidates who pass the Fire Chief's interview starting from the top of the list.

19.4 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 Union covered by this Agreement will be able to return to their previously vacated classification for any reason during the time the Member is on probation in the promoted position. If a Member returns to their former classification, they will be placed at the bottom of the promotional list they vacated.

19.5 New-Hire Probationary Requirements

- A.** Probationary Firefighters must pass a written test chosen by the Department.
- B.** Probationary Firefighters must pass a physical agility test chosen by the Department.

- C. Probationary Firefighters must complete NFPA Firefighter I-based skill sheets and practical exercise and have them signed by a shift officer.
- D. Members will be counted toward minimum staffing upon completion of A through C.
- E. All new suppression employees will be required to serve a minimum probationary period of 12 months of continuous service from the date of employment including at least six months of service assigned to a shift or division and count toward minimum staffing. During this period, such employees may be terminated or disciplined at the discretion of the mayor at the recommendations of the Department, in accordance with the articles in the CBA and applicable State/Federal laws.
- F. Administrative 40-hour employees will be required to serve a 6 month probationary period. During this period, such employees may be terminated or disciplined at the sole discretion of the Department, in accordance with the articles in the CBA and applicable State/Federal laws.
- G. New-hire probationary employees may only grieve disciplinary action up to and including Step 3 of the Grievance Procedure. Termination of a new employee during the probationary period is not be subject to the Grievance Procedure.

19.6 Promotional Probationary Period

- A. Standard promotional probation is six months but may be extended by the Fire Chief up to twelve additional months.
- B. Evaluations will be conducted by shift officers and coordinated by the Battalion Chiefs, at two months and five months, except that Battalion Chiefs will be evaluated by the Fire Chief or designee.
- C. Evaluations will be conducted by shift officers and coordinated by the Battalion Chiefs, at two months and five months, except that Battalion Chiefs will be evaluated by the Fire Chief or designee.
- D. A Member who does not successfully complete probation will be returned to the classification held prior to promotion without loss of classification seniority and removed from the promotional list.

19.7 Voluntary Demotion

- A. 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 taken after the deadline for signing 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.
- C. A Member must retest once the list they have voluntarily demoted to expires. Members who do not choose to re-test may not work in the position they were demoted from under the previously held classification rules

Article 20: EMPLOYEE PROFESSIONAL STANDARD OF BEHAVIOR & PROVISIONS RELATING TO DISCIPLINE AND FORMAL INVESTIGATIONS

20.1 Duty of All Fire Department Employees

Since the public places their lives and property in the hands of Fire Department employees, it is essential that the public has full trust in Fire Department employees. During their service to the public, Fire Department employees render service to the vulnerable and have direct access to private areas of residential, retail, and commercial property. The parties to this Agreement recognize that Fire Department employees have the duty to serve the City with complete professionalism, honesty, integrity, and dedication always. This includes the duty to:

- A. Treat the public and fellow employees with respect;
- B. Make suggestions to improve service;
- C. Truthfully cooperate in informal and formal investigations, provided that an employee being interviewed shall be informed that failure to answer questions directly related to the investigation can result in disciplinary action, which may include discharge;
- D. Recognize that there is no employee expectation of privacy for City-owned vehicles, public work areas, or desks. Employee lockers and dormitories may only be inspected in the presence of the employee or in the absence of the employee with the employee's consent;
- E. Report violations of laws, Department Rules and Regulations, and Standard Operating Procedures; and

- F. Behave in a manner that inspires public trust and support.

20.2 Added Duty of Fire Officers

The day-to-day operation of the Fire Department is entrusted to the Fire Officers. Fire Officers have the additional responsibilities beyond Section 20.1 to:

- A. Manage the safe and efficient operation of the department;
- B. Cooperate with other agencies; and
- C. Give verbal and written discipline of subordinates if needed.

20.3 Just Cause for Disciplinary Penalty

Just cause must exist for the issuance of any disciplinary penalty. Notwithstanding any other definition or test(s), "just cause" to impose a disciplinary penalty under this agreement shall mean:

- A. Members are informed of behaviors which breach their duty as employees.
- B. A fair and impartial investigation will be conducted before the disciplinary penalty is imposed.
- C. In any review of disciplinary action by an arbitrator, the standard of proof by the City is the preponderance of the evidence – a finding that the evidence shows it is more likely than not that behavior occurred which breached the Member's duty.
- D. Rules are evenly applied; provided that disciplinary penalties in particular situations may vary subject to subsection E, below.
- E. The totality of the individual Member's work record is considered in imposing a penalty; it may be appropriate to impose different disciplinary penalties for the same breach of duty to different Members in light of their employment history.
- F. Discipline shall normally be constructive and progressive; except that the parties recognize that certain conduct that is so obviously serious that the Member is expected to know that a disciplinary penalty beyond a reprimand may be imposed without express warning or prior discipline.

20.4 Disciplinary Representation

Members are entitled to representation by the Union when they are interviewed or questioned during an informal investigation.

20.5 Formal Disciplinary Investigations

The following provisions apply to an interview of a Member who is the subject of a formal disciplinary investigation:

- A.** A Member under formal investigation shall be informed by the City, in writing, of the nature of the investigation and provided a copy of the alleged violation(s) within two business days for 40-hour employees and ten calendar days for suppression employees from the date the formal investigation is initiated by the Fire Chief. In addition, the City will notify the Member and Union President verbally the day any formal investigation is initiated. For purposes of this subsection, if either the Member or Union is unavailable, voicemail or email notice shall suffice.
- B.** The Union shall be informed, in writing, of a formal investigation concerning a Member which could lead to disciplinary action.
- C.** Interviews shall be conducted at a reasonable hour and not exceed a reasonable length of time, preferably during the time a Member is on duty. A Member shall be compensated at the FLSA rate if the interview occurs during off duty time.
- D.** The interview may be recorded, in which case the Member will have access to the recording. The interviewed Member also has the right to bring their own recording device and record all aspects of the interview in which case the Member shall provide access to the recording to the City. No recording device may be used by any party unless the Member and the City are made aware of the fact prior to such interview. The Member is entitled to any transcription of the recording, if such is prepared.
- E.** The Executive Board will be notified, in writing, of the final outcome of formal investigation.
- F.** Upon completion of a Formal Investigation and subject to the City's rights to confidential attorney-client communications or attorney work product, the Union has the right to examine all records pertaining to the Formal Investigation.
- G.** No Member may suffer a reduction in pay or benefits prior to imposition of a disciplinary penalty.

- H. Subject to Section 17.5, all formal disciplinary penalties will be recorded in the Member's Personnel File and will constitute the official record to be used in disciplinary actions and any subsequent consideration for promotion.

20.6 Pre-disciplinary Meeting

- A. In the event the Fire Chief recommends that a non-probationary Member be suspended without pay, demoted, or involuntarily terminated, the Member will be notified, in writing, of the reasons for proposed discipline.
- B. Any non-probationary Member who receives a notice of proposed suspension without pay, demotion, or discharge may, within three calendar days from the date of receipt of the notice of proposed action, request a pre-disciplinary meeting with the Mayor before a final decision is made. After the request is made, such meeting will be held within three calendar days, unless an extension is mutually agreed upon. The meeting will be informal, but the Member is entitled to Union representation. The Member will be placed on paid administrative leave pending the meeting with the Mayor. If both the Fire Chief and Union agree the Member may continue to work pending the meeting with the Mayor.
- C. Article 20 provisions regarding suspension without pay, demotion, or involuntary termination of employment of a Member do not apply to the suspension without pay, demotion, or involuntary termination of employment of a new hire probationary Member. A new hire probationary Member whose employment is terminated will be released from completing the balance of the shift and will be paid through the end of the shift. The probationary Member may request a post-termination meeting with the Mayor.

20.7 General Guidelines

- A. 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 Member's home address, telephone number, or photograph be given to the press or news media by the City without the Member's express consent.
- B. Other than to report whether an administrative investigation is underway, neither the City nor the Union, or any of its Members, will give the press or news media any information concerning the investigation until the investigation has been closed.

20.8 Outcome of Formal Investigations

All formal investigations will include one of the following dispositions for each allegation:

- A. "Substantiated" means that the act of misconduct or violation complained of occurred.
- 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.

Article 21: TRAINING AND PROFESSIONAL DEVELOPMENT

21.1 Essential Training

The City will provide the following training deemed essential to the operation of the Department as required by the Fire Chief at no cost or loss of time (on pay status during training) to Members.

21.2 Specific Training

A. All Members

1. Hazardous Materials Operations 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; and
7. Firefighter I & II.

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; and
6. Training deemed necessary by the City's physician sponsor.

C. SCBA Technicians

1. SCBA Level II, III technician training and required refresher training; and
2. members responsible for air (breathing) compressor maintenance will 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 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 section 21.2 will be scheduled at least 60 days in advance and posted in writing.

21.3 Training Allowance [DECIDED BY ARBITRATOR]

In an effort to provide Members with educational opportunities and thereby better serving the public, it is agreed that **the City will reimburse up to \$1,500 per Member and an additional \$1,500 for the Paramedics for job related training or education during the 3-year period of this contract.** ~~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 and Deputy Fire Marshall	\$500
Driver and Deputy Fire Marshall II	\$500
Captain and Battalion	\$500
Paramedic	\$500

A. Training Reimbursement Allowance Administration

1. **Job related training includes, but is not limited to, Fire, EMS, physical/mental health, leadership, and post-secondary education**

~~The Paramedic allowance is for paramedics only and is in addition to the allowance based on rank.~~

2. **Reimbursement Allowance** may not be used for training required by the City and/or training received while on duty.
3. 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.
4. Members are covered by workers' compensation while participating in training and while traveling to or from training.
5. **The City will reimburse the Member upon receipt of training expenses or pre-pay for the training so that training allowance does not count as taxable income.** ~~Training allowance will be paid to the member on the first pay period of the year.~~
6. ~~The remainder of each member's training allowance from previous years will be cashed out in January of 2022. 2022 allowance will be included in the cash out.~~

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 Section 6.11.

Base Rate – the hourly rate for a classification.

Buckets:

- A. Manning: Straight time, overtime, forced time, standby time.
- B. SOT: Special overtime assignments not used for manning.

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

Classification – Department rank or position.

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 following weekday will be considered the final day.

Department – Fire Department of the City of Fairbanks.

Disciplinary Penalty – includes oral reprimand (the existence of which may be confirmed in writing), written reprimand, suspension without pay, disciplinary transfer, demotion or discharge.

E.M.T. – Emergency Medical Technician levels as defined by the State. See 7 AAC 26.010- 26.150, 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 designated.

Investigation, formal – the process, beyond the Informal Investigation/Fact Finding, to determine the extent and/or validity of an allegation of a rule violation, misconduct, or other wrongdoing.

Investigation, informal – the initial determination of facts leading to the formulation of an allegation of a rule violation, misconduct, or other wrong doing.

Layoff – 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.

Manning-Positions to be filled to meet minimum staffing requirements.

Mayor – Mayor of the City.

Member – an employee working in a job classification who is currently employed and working in the Department.

P.E.R.A. – State of Alaska Public Employment Relations Act.

Platoon – the suppression schedule employees assigned to work at the same time and on the same schedule, designated by the letters A, B, and C (previously referred to as A Shift, B Shift, and C Shift).

Qualification – additional responsibility above the classification. Current qualifications are:

- A. Paramedic;
- B. Acting Battalion Chief;
- C. Acting Captain; and
- D. Acting Driver.

Rules & Regulations – work rules promulgated by the Fire Chief, with review by the Union, governing work performed by employees.

Shift – a 24-hour block of assigned work time beginning at 8:00 a.m. and ending at 8:00 a.m. on the following day.

S.O.P. – Standard Operating Procedures governing the day-to-day operations of the Fire Department.

Source Platoon – the platoon from which a member is being transferred.

Target Platoon – the platoon to which a member is being transferred.

Tour – the regularly assigned schedule for suppression schedule employees consisting of 48 hours on duty (2 Shifts) with 96 hours off duty.

U.L.P. – Unfair Labor Practice as outlined by P.E.R.A.

Union – the Fairbanks Fire Fighters Union, Local 1324 of the International Association of Fire Fighters (IAFF).

City of Fairbanks

IAFF, Local 1324

David Pruhs, Mayor

Nick Clark, President

Appendix A. – Drug Testing

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable Articles of the CBA between the City of Fairbanks and the Fairbanks Fire Fighters, Local 1324, IAFF.

Section 1 Policy:

The City of Fairbanks and the Fairbanks Fire Fighters, Local 1324, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2 Informing Employees About Drug and Alcohol Testing:

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an employee unless they refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within 1 year of completing an appropriate rehabilitation program.

Section 3 Employee Testing:

Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test consistent with the conditions as set forth in this policy.

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$30,000); or an observable phenomena, such as direct observation or drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or A pattern of abnormal conduct or erratic behavior; Or An arrest and conviction of a drug related offense; Or Information

provided by reliable and credible sources that have been independently corroborated.

Section 4 Sample Collection:

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the City of Fairbanks. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician. Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Union and the City of Fairbanks agree that security of the biological urine and blood samples is absolutely necessary; therefore, the City of Fairbanks agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes. Blood or urine samples will be submitted as per NIDA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least 12 months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5 Drug Testing:

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

- Cocaine metabolites 300 ng/ml
- Opiate metabolites [1] 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines 1,000 ng/ml

[1]: If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the following listed cutoff values.

- Cocaine metabolites [2] 150 ng/ml
- Opiates Morphine 300 ng/ml
- Codeine 300 ng/ml
- Phencyclidine 25 ng/ml
- Amphetamines
 - Amphetamine 500 ng/ml
 - Methamphetamine 500 ng/ml

[1] Delta-9-tetrahydrocannabinol-9-carboxylic acid

[2] Benzoyllecgonine

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6 Alcohol Testing:

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the Fairbanks Police Department. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician:

The Medical Review Physician shall be chosen and agreed upon between the Union and the City of Fairbanks and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical

records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8 Laboratory Results:

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9 Testing Program Costs:

The City of Fairbanks shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10 Rehabilitation Program:

Any employee who tests positive for illegal drugs shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following 12 months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the City of Fairbanks for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee tests positive during the 12-month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an employee tests positive during this subsequent 12-month period which in effect will be the employee's third chance for rehabilitation, the employee will be subject to discipline as per the Department Rules and Regulations.

Section 11 Duty assignment after treatment:

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and 2 years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12 Right of appeal:

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 13 Union held Harmless:

This drug and alcohol testing program was initiated at the request of the city of Fairbanks. The City of Fairbanks assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14 Changes in Testing Procedures:

The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

Section 15 Conflict with Other Laws:

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

Consent and Release Form for Drug/Alcohol Test Program:

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within **1** years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or typed name of employee

Signature of employee

Date

Fairbanks Fire Department - As of January 1, 2025

TITLE	w/SCBA				w/SCBA				w/SCBA							
	EMT	EMT-SP1	EMTS	EMTS-SP1	AEMT	AEMT-SP1	AEMTS	AEMTS-SP1	PM	PM-SP1	PM-SP2	PM- SP3	PMS	PMS-SP1	PMS-SP2	PMS-SP3
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
RFF	20.46	22.04	21.41	22.99	21.61	23.19	22.56	24.14	22.88	24.46	26.03	27.61	23.83	25.41	26.98	28.56
FF1	22.48	24.06	23.43	25.01	23.67	25.25	24.62	26.20	24.94	26.52	28.09	29.67	25.89	27.47	29.04	30.62
FF2	26.52	28.10	27.47	29.05	27.73	29.31	28.68	30.26	29.01	30.59	32.16	33.74	29.96	31.54	33.11	34.69
FF3	29.02	30.60	29.97	31.55	30.26	31.84	31.21	32.79	31.53	33.11	34.68	36.26	32.48	34.06	35.63	37.21
FF4	31.51	33.09	32.46	34.04	32.78	34.36	33.73	35.31	34.05	35.63	37.20	38.78	35.00	36.58	38.15	39.73
DR	33.37	34.95	34.32	35.90	34.67	36.25	35.62	37.20	35.94	37.52	39.09	40.67	36.89	38.47	40.04	41.62
DR-3YR	34.21	35.79	35.16	36.74	35.54	37.12	36.49	38.07	36.84	38.42	39.99	41.57	37.79	39.37	40.94	42.52
CPT	36.18	37.76	37.13	38.71	37.51	39.09	38.46	40.04	38.76	40.34	41.91	43.49	39.71	41.29	42.86	44.44
CPT-3YR	37.09	38.67	38.04	39.62	38.45	40.03	39.40	40.98	39.73	41.31	42.88	44.46	40.68	42.26	43.83	45.41
BC	39.40	40.98	40.35	41.93	40.75	42.33	41.70	43.28	42.00	43.58	45.15	46.73	42.95	44.53	46.10	47.68
BC-3YR	40.38	41.96	41.33	42.91	41.77	43.35	42.72	44.30	43.05	44.63	46.20	47.78	44.00	45.58	47.15	48.73
	00	01	02	03												
DFM	34.08	38.85	44.70	50.31												
ADMIN			31.92	32.57												
CLERK	28.79	29.64														
TRAINER			52.42	56.15												
CM PARAM			44.57	48.13												

REFERENCE GUIDE:

RFF	Recruit Firefighter	EMT	Emergency Medical Technician
FF1	Firefighter after 6 months employment	AEMT	Advanced EMT
FF2	Firefighter after 1 year employment	PM	Paramedic
FF3	Firefighter after 3 years employment		
FF4	Firefighter after 4 years employment	SCBA	Self-Contained Breathing Apparatus Technician
DR	Driver		
DR-3YR	Driver 3 years after Driver promotion date	S	Special Duty Pay for SCBA Tech and EMS Supply Room Assignment (3% of base FF4 rate)
CPT	Captain		
CPT-3YR	Captain 3 years after Captain promotion date	SP1	Special Duty Pay for Driver assigned to ambulance (5% of base FF4 rate)
BC	Battalion Chief	SP2	Special Duty Pay for PM assigned to ambulance (10% of base FF4 rate)
BC-3YR	Battalion Chief 3 years after BC promotion date	SP3	Special Duty Pay for PM assigned to ambulance and actually precepting a student paramedic (15% of base FF4 rate)
DFM	Deputy Fire Marshall		
ADMIN	Administrative Assistant		
CLERK	Clerk		
TRAINER	Trainer		
CM PARAM	Community Paramedic		

Fairbanks Fire Department - As of January 1, 2026

TITLE	w/SCBA				w/SCBA				w/SCBA							
	EMT	EMT-SP1	EMTS	EMTS-SP1	AEMT	AEMT-SP1	AEMTS	AEMTS-SP1	PM	PM-SP1	PM-SP2	PM- SP3	PMS	PMS-SP1	PMS-SP2	PMS-SP3
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
RFF	21.28	22.92	22.26	23.90	22.47	24.11	23.45	25.09	23.80	25.44	27.08	28.72	24.78	26.42	28.06	29.70
FF1	23.38	25.02	24.36	26.00	24.62	26.26	25.60	27.24	25.94	27.58	29.22	30.86	26.92	28.56	30.20	31.84
FF2	27.58	29.22	28.56	30.20	28.84	30.48	29.82	31.46	30.17	31.81	33.45	35.09	31.15	32.79	34.43	36.07
FF3	30.18	31.82	31.16	32.80	31.47	33.11	32.45	34.09	32.79	34.43	36.07	37.71	33.77	35.41	37.05	38.69
FF4	32.77	34.41	33.75	35.39	34.09	35.73	35.07	36.71	35.41	37.05	38.69	40.33	36.39	38.03	39.67	41.31
DR	34.70	36.34	35.68	37.32	36.06	37.70	37.04	38.68	37.38	39.02	40.66	42.30	38.36	40.00	41.64	43.28
DR-3YR	35.58	37.22	36.56	38.20	36.96	38.60	37.94	39.58	38.31	39.95	41.59	43.23	39.29	40.93	42.57	44.21
CPT	37.63	39.27	38.61	40.25	39.01	40.65	39.99	41.63	40.31	41.95	43.59	45.23	41.29	42.93	44.57	46.21
CPT-3YR	38.57	40.21	39.55	41.19	39.99	41.63	40.97	42.61	41.32	42.96	44.60	46.24	42.30	43.94	45.58	47.22
BC	40.98	42.62	41.96	43.60	42.38	44.02	43.36	45.00	43.68	45.32	46.96	48.60	44.66	46.30	47.94	49.58
BC-3YR	42.00	43.64	42.98	44.62	43.44	45.08	44.42	46.06	44.77	46.41	48.05	49.69	45.75	47.39	49.03	50.67
	00	01	02	03												
DFM	35.44	40.40	46.49	52.32												
ADMIN			33.20	33.87												
CLERK	29.94	30.83														
TRAINER			54.52	58.40												
CM PARAM			46.35	50.06												

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FF2	Firefighter after 1 year employment	PM	Paramedic
FF3	Firefighter after 3 years employment		
FF4	Firefighter after 4 years employment	SCBA	Self-Contained Breathing Apparatus Technician
DR	Driver		
DR-3YR	Driver 3 years after Driver promotion date	S	Special Duty Pay for SCBA Tech and EMS Supply Room Assignment (3% of base FF4 rate)
CPT	Captain		
CPT-3YR	Captain 3 years after Captain promotion date	SP1	Special Duty Pay for Driver assigned to ambulance (5% of base FF4 rate)
BC	Battalion Chief	SP2	Special Duty Pay for PM assigned to ambulance (10% of base FF4 rate)
BC-3YR	Battalion Chief 3 years after BC promotion date	SP3	Special Duty Pay for PM assigned to ambulance and actually precepting a student paramedic (15% of base FF4 rate)
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ADMIN	Administrative Assistant		
CLERK	Clerk		
TRAINER	Trainer		
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Fairbanks Fire Department - As of January 1, 2027

TITLE	w/SCBA				w/SCBA				w/SCBA							
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	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
RFF	22.13	23.83	23.15	24.85	23.37	25.07	24.39	26.09	24.75	26.45	28.16	29.86	25.77	27.47	29.18	30.88
FF1	24.32	26.02	25.34	27.04	25.60	27.30	26.62	28.32	26.98	28.68	30.39	32.09	28.00	29.70	31.41	33.11
FF2	28.68	30.38	29.70	31.40	29.99	31.69	31.01	32.71	31.38	33.08	34.79	36.49	32.40	34.10	35.81	37.51
FF3	31.39	33.09	32.41	34.11	32.73	34.43	33.75	35.45	34.10	35.80	37.51	39.21	35.12	36.82	38.53	40.23
FF4	34.08	35.78	35.10	36.80	35.45	37.15	36.47	38.17	36.83	38.53	40.24	41.94	37.85	39.55	41.26	42.96
DR	36.09	37.79	37.11	38.81	37.50	39.20	38.52	40.22	38.88	40.58	42.29	43.99	39.90	41.60	43.31	45.01
DR-3YR	37.00	38.70	38.02	39.72	38.44	40.14	39.46	41.16	39.84	41.54	43.25	44.95	40.86	42.56	44.27	45.97
CPT	39.14	40.84	40.16	41.86	40.57	42.27	41.59	43.29	41.92	43.62	45.33	47.03	42.94	44.64	46.35	48.05
CPT-3YR	40.11	41.81	41.13	42.83	41.59	43.29	42.61	44.31	42.97	44.67	46.38	48.08	43.99	45.69	47.40	49.10
BC	42.62	44.32	43.64	45.34	44.08	45.78	45.10	46.80	45.43	47.13	48.84	50.54	46.45	48.15	49.86	51.56
BC-3YR	43.68	45.38	44.70	46.40	45.18	46.88	46.20	47.90	46.56	48.26	49.97	51.67	47.58	49.28	50.99	52.69
	00	01	02	03												
DFM	36.86	42.02	48.35	54.41												
ADMIN			34.53	35.22												
CLERK	31.14	32.06														
TRAINER			56.70	60.74												
CM PARAM			48.20	52.06												

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ADMIN	Administrative Assistant		
CLERK	Clerk		
TRAINER	Trainer		
CM PARAM	Community Paramedic		

Introduced by: Mayor Pruhs
Date: August 25, 2025

RESOLUTION NO. 5183

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO REQUEST
AND ACCEPT FUNDS FROM THE FAIRBANKS NORTH STAR BOROUGH
(FNSB) FOR FY2026 EMERGENCY SERVICE PATROL (ESP) SUPPORT**

WHEREAS, the City of Fairbanks received notification from the FNSB that the City is eligible to receive funds to support the Emergency Service Patrol (ESP) during FY2026; and

WHEREAS, the City of Fairbanks ESP provides services for city-wide situations of non-criminal, non-emergent nature involving individuals under the influence of alcohol and/or other drugs; and

WHEREAS, the ESP has been expanded beyond the city downtown core and includes areas noted as high response areas, including several borough facilities; and

WHEREAS, the City of Fairbanks is eligible for \$300,000 with no required match and will use these funds for the Fairbanks Integrated Community Services, Inc. (FICS) contract to provide ESP services.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for requesting and accepting funds from the Fairbanks North Star Borough on behalf of the City to support the Emergency Service Patrol.

BE IT FURTHER RESOLVED that the effective date of this resolution is six days after adoption.

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5183

Abbreviated Title: FY2026 ESP Support

Department(s): Mayor's Department

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

PROJECTS:	Contracts	Personnel	Other Costs	Total
FICS Contract for ESP Services	\$300,000			\$300,000
TOTAL	\$300,000			\$300,000

FUNDING SOURCE:	Contracts	Personnel	Other Costs	Total
Grant Fund (Local)	\$300,000			\$300,000
TOTAL	\$300,000			\$300,000

The budget will cover the duration of FY2026 (July 1, 2025 - June 30, 2026).

Reviewed by Finance Department:

Initial sf

Date 8/11/2025

RESOLUTION NO. 5184

**A RESOLUTION TO EXTEND THE 2024 FINANCIAL AUDIT
REMITTANCE FOR EXPLORE FAIRBANKS**

WHEREAS, Fairbanks General Code Sec. 74-117(e)(2) requires remittance of a financial audit by September 1 for recipients receiving \$500,000 or more in room rental tax funds, unless extended by resolution of the City Council; and

WHEREAS, Explore Fairbanks receives more than \$500,000 in room rental tax funds from the City of Fairbanks and will be required to provide a financial audit by September 1; and

WHEREAS, Explore Fairbanks is requesting an extension to remit the 2024 financial audit by September 30 (see attached letter).

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

SECTION 1. The Fairbanks City Council approves an extension to September 30, 2025, for Explore Fairbanks to remit the 2024 financial audit required by FGC Sec. 74-117(e)(2).

SECTION 2. The effective date of this resolution is six days after adoption.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

August 21, 2025

To: City of Fairbanks Mayor David Pruhs
Fairbanks City Council Members
City of Fairbanks Chief Financial Officer Margarita Bell

From: Scott McCrea, President and CEO 
Dawn Murphy, Director of Finance and Administration 

Re: Request for time extension for Explore Fairbanks 2024 Annual Audit

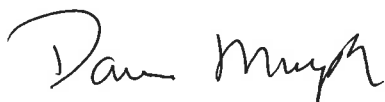
We respectfully request a time extension to September 30th for the Explore Fairbanks 2024 Audit, as stipulated under Ordinance 6269 which requires a deadline of September 1st.

While we are on track to potentially have a draft of the audit by the deadline, the ordinance requires that it be the complete and final version, thus the reason for the extra time. We most likely will have the final version before the end of September, but we prefer having the safeguard of the end of the month to ensure that, should any final adjustments or verifications be necessary, we will have the time to complete them thoroughly.

Explore Fairbanks remains fully committed to fiscal transparency, accountability, and adherence to all applicable ordinances. Our goal is to provide the City with a complete, accurate, and clean audit that reinforces the confidence you have placed in us as stewards of the public funds that we receive.

We appreciate your consideration of this request and your continued partnership and support with Explore Fairbanks.

Please let me know if you need any additional information.



ORDINANCE NO. 6323

AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE CHAPTER 46, ARTICLE IV, OFFENSES INVOLVING NUISANCE, ADDING REGULATIONS LIMITING THE TIME PERIOD TEMPORARY SIGNS, INCLUDING POLITICAL SIGNS, CAN BE DISPLAYED WITHIN THE CITY OF FAIRBANKS

WHEREAS, Alaska Statute §19.25 prescribes restrictions for outdoor advertising and billboards, including political signage, to preserve Alaska's uniqueness and its scenic beauty; and

WHEREAS, the U.S. Supreme Court held in *Metromedia, Inc. v. City of San Diego* (1981), explicitly adopted by the Alaska Supreme Court in *Barber v. Municipality of Anchorage* (1989), that a municipality's aesthetic interests are sufficiently substantial to provide justification for a content-neutral restriction of signs; and

WHEREAS, State statute and case law currently regulate time, manner, and place of political signage with AS 19.25.105(d) not permitting signs within a right of way and Alaska's Superior Court holding in *ACLU of Alaska, et al. v. State of Alaska, et al.* (2018) that small, temporary, political signs can be located on private property outside of any highway right of way as long as no compensation is provided for the right to do so; and

WHEREAS, sections 18.04.010 and 18.96.070(B)(7) of the Fairbanks North Star Borough code limit temporary signs in all zoning districts to no more than six months of display and permits display only during the months of June through November; and

WHEREAS, the intent of this ordinance, and the direction given for its implementation, is to limit temporary signs within the city to mitigate nuisance and blight and protect the aesthetic interests of the community in a content-neutral manner.

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

SECTION 1. Fairbanks General Code Chapter 46, Article IV is amended by inserting a new division 3, entitled Temporary Signs, after Division 2 as follows [new text in **bold/underline** font; deleted text in ~~strike through~~ font] and renumbering the remaining divisions in the Article:

DIVISION 3. – TEMPORARY SIGNS

Sec. 46-138. – Definition

"Temporary Signs" means any device, structure, fixture, placard, signboard, sign, display, notice, or form of outdoor advertising displaying graphics, symbols, and/or writing

for the primary purpose of communicating with the public that is not permanently affixed to the ground or otherwise affixed in a permanent manner to a supporting structure in accordance with applicable permitting and regulation.

Sec. 46-139. – Limitation of Period Temporary Signs Can Be Displayed

In addition to any applicable governing rules and restrictions, temporary signs can be on display within the city limits for no more than 90 days.

Sec. 46-140. – Remedy

- a. A temporary sign that violates the provisions of this Article is a public nuisance. The City will give 15 days' notice, by certified mail, to the owner of the land on which the sign is located, ordering its removal if it is prohibited. If the owner of the property fails to comply within 15 days as required in the notice, the City will remove the sign at the expense of the owner of the land.
- b. The City retains sole discretion whether to store or dispose of any sign that has been removed in accordance with this Article.

SECTION 2. The effective date of this ordinance is six days after adoption.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

ORDINANCE NO. 6324

**AN ORDINANCE ENACTING FAIRBANKS GENERAL CODE
SECTION 2-65, CHIEF OF STAFF AUTHORITIES**

WHEREAS, Resolution No. 4736 gives the authority to the Chief of Staff to sign on the Mayor's behalf when the Mayor is absent or otherwise unable to sign; and

WHEREAS, it has been past practice for mayors to delegate the daily operations of the City to the Chief of Staff; and

WHEREAS, the City Attorney, City Clerk, and Chief of Staff recommend this recurring delegation be codified.

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

SECTION 1. Fairbanks General Code Section 2-65 is hereby enacted as follows [new text in **bold/underline** font]:

Sec. 2-65. – Chief of Staff Authorities.

The Chief of Staff has the responsibility and authority to oversee daily operations of the City and to sign on the Mayor's behalf when the Mayor is temporarily absent or unable to sign.

SECTION 2. The effective date of this ordinance is six days after adoption.

David Pruhs, City Mayor

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

ORDINANCE NO. 6325

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
SECTION 2-63, SUCCESSION TO OFFICE OF ACTING MAYOR, AND
SECTION 2-64, SALARY OF ACTING MAYOR**

WHEREAS, Fairbanks General Code Sec. 2-63 and 2-64 refer to the Office of the Acting Mayor, but the process for unanticipated succession of the mayor is not clearly defined; and

WHEREAS, the City needs clear succession procedures should the mayor be unable to perform the duties of the office.

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

SECTION 1. Fairbanks General Code Section 2-63 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 2-63. - Succession to office of ~~acting mayor~~ pro tempore.

Should ~~the office of acting mayor become vacant or should both the mayor and acting mayor be absent or~~ unable to perform the duties of the office of mayor, the order of interim succession shall be determined as follows:

- (1) The councilmember with the longest total period of tenure in office shall assume the office of mayor pro tempore.
- (2) Should more than one councilmember have the same total period of tenure in office, that councilmember who received the largest plurality at the time of ~~his~~**their** more recent election shall assume the office of mayor pro tempore.

SECTION 2. Fairbanks General Code Section 2-64 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 2-64. - Salary of ~~acting mayor~~ pro tempore.

~~The acting mayor shall receive the same salary as other councilmembers; however, during the period when he is acting as the mayor, he shall receive an expense allowance of \$10.00 per day.~~ **While serving as mayor pro tempore, the councilmember will forego the councilmember salary but will receive compensation equal to what the mayor would have received for the same time period.**

SECTION 3. The effective date of this ordinance is six days after adoption.

David Pruhs, City Mayor

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS

800 Cushman Street
Fairbanks, AK 99701



CITY ATTORNEY'S OFFICE

Telephone (907) 459-6750
Fax (907) 459-6761

DATE: August 21, 2025
TO: Council Members
FROM: Tom Chard, City Attorney
SUBJECT: Current Guidance Regarding Mayoral Succession

A review of guidance currently available on the topic of mayoral succession follows.

City of Fairbanks Charter

Prior to a voter-approved amendment to the City Charter in Oct 1995, the Charter included:

Sec. 2.5 (Repealed, 1995):

At the next meeting following each regular election the council shall elect one of its members to act as mayor during the absence or disability of the mayor. Provision shall be made by ordinance for succession to the office of the acting mayor.

The proposition also added a new section to the Charter providing the following:

Sec. 4.1.3. Vacancy:

- (a) A vacancy in the office of the mayor occurring within six (6) months before a regular election shall be filled by the council. The person designated shall serve until the next regular election and until a successor is elected and has qualified. If a councilman is chosen, he shall resign his council seat. If a vacancy occurs more than six (6) months before a regular election, the council shall call a special election to fill the unexpired term.
- (b) The office of the mayor becomes vacant on death, resignation, removal as authorized by law, including removal for incapacity, or forfeiture of office. The council shall by ordinance provide for the removal of the mayor on the ground of incapacity; provided that in no event shall temporary incapacity be the basis for removal.
- (c) The mayor shall forfeit his office if he lacks any of the qualifications prescribed by the Charter.

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The initiative also added Section 4.1 providing for both the term of the mayor and mayor's responsibilities. Section 4.1(c) provides that "[t]he mayor, subject to council approval, shall designate a person to act as mayor during the mayor's temporary absence or disability."

City of Fairbanks General Code

There are two sections of Code that currently address a vacancy in the office of the Mayor:

Sec. 2-63. – Succession to the office of acting mayor.

Should the office of acting mayor become vacant or should both the mayor and acting mayor be absent or unable to perform the duties of the office of mayor, the order of interim succession shall be determined as follows:

(1) The councilmember with the longest total period of tenure in office shall assume the office of mayor pro tempore.

(2) Should more than one councilmember have the same total period of tenure in office, that councilmember who received the largest plurality at the time of his more recent election shall assume the office of mayor pro tempore.

Sec. 2-64. – Salary of acting mayor.

The acting mayor shall receive the same salary as other councilmembers; however, during the period when he is acting as the mayor, he shall receive an expense allowance of \$10.00 per day.

State Statute

AS 29.20.280 provides guidance that defines a vacancy in the office of mayor. There are two steps required to declare a vacancy.

First, the person elected mayor must have acted, or not acted, in a manner prescribed by the statute. Those (in)actions include resignation, being physically or mentally unable to perform the duties of the office, no longer physically residing in the municipality, and being convicted of a felony and certain other offenses.

Second, if one of these conditions were to occur, a 2/3rds concurring vote of the Council would be required to declare the vacancy.

If a vacancy is declared, provisions at AS 29.20.280(b), depending on the timing, the vacancy would either be filled temporarily by the Council or be filled by special election.