FAIRBANKS CITY COUNCIL
REGULAR WORK SESSION AGENDA
TUESDAY, OCTOBER 20, 2026 AT 7 A.M.

MEETING WILL BE HELD VIA ZOOM WEBINAR
AND AT FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

1. Roll Call

2. Ordinance No. 6357 – An Ordinance Amending the 2026 Operating and Capital Budgets for the Third Time. [advanced to October 26]

3. A Resolution Authorizing the City of Fairbanks to Apply for Funding from the Bureau of Justice Assistance for the FFY2026 Edward Byrne Memorial Justice Assistance Grant. [not introduced]

4. An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers (IBEW) Local 1547. [not introduced]

5. An Ordinance Amending Fairbanks General Code Section 2-120, Rules of Procedure. [not introduced]

6. Discussion on 2027 City Council Priorities, Target Based Budgeting

7. Discussion on Proposed Changes to Fairbanks General Code Chapter 74, Article III, Sales and Excise Tax Requirements

8. Discussion on 2026-2027 City Council Committee Assignments

9. Finance Committee Report

10. Mayor and Councilmember Comments

11. Next Regular Work Session – Tuesday, November 17, 2026, 7:00 a.m.

12. Adjournment

Sponsored By: Mayor O'Neall
Date: October 12, 2026

ORDINANCE NO. 6357

AN ORDINANCE AMENDING THE 2026 OPERATING AND CAPITAL BUDGETS FOR THE THIRD TIME

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2026 operating and capital budget.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows [amendments shown in **bold** font; deleted text in ~~strikethrough~~ font]**:**

SECTION 1. There is hereby appropriated to the 2026 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2026 and ending December 31, 2026 (see pages 2 and 3) [amendments shown in **bold** font; deleted text or amounts in ~~strikethrough~~ font]:

GENERAL FUND

REVENUE	APPROVED APPROPRIATION	INCREASE (DECREASE)	PROPOSED APPROPRIATION
Taxes (all sources)	$ 29,686,055	$ 800,000	$ 30,486,055
Charges for Services	6,895,700	113,000	7,008,700
Intergovernmental Revenues	4,102,630	230,200	4,332,830
Licenses and Permits	2,313,060	70,000	2,383,060
Fines and Forfeitures	526,500	-	526,500
Interest and Penalties	1,625,000	(400,000)	1,225,000
Rental and Lease Income	143,659	(5,500)	138,159
Other Revenues	250,000	-	250,000
Total revenue appropriation	$ 45,542,604	$ 807,700	$ 46,350,304
EXPENDITURES			
Mayor Department	$ 1,035,400	$ -	$ 1,035,400
Legal Department	271,210	-	271,210
Office of the City Clerk	655,630	-	655,630
Finance Department	1,049,700	-	1,049,700
Information Technology	3,561,345	50,000	3,611,345
General Account	7,404,624	636,000	8,040,624
Police Department	8,971,389	-	8,971,389
Communications Center	3,597,570	(60,000)	3,537,570
Fire Department	11,792,170	100,000	11,892,170
Public Works Department	11,002,565	275,000	11,277,565
Engineering Department	1,210,930	-	1,210,930
Building Department	834,470	-	834,470
Total expenditure appropriation	$ 51,387,003	$ 1,001,000	$ 52,388,003
OTHER FINANCING SOURCES (USES)			
Transfer from Permanent Fund	$ 5,967,514	$ -	$ 5,967,514
Transfer to Capital/Risk Fund	(663,508)	-	(663,508)
Transfer to Capital Fund (Council)	(1,067,873)	-	(1,067,873)
Sale of capital assets	250,000	-	250,000
Total other financing appropriation	$ 4,486,133	$ -	$ 4,486,133
2025 estimated unassigned fund balance	$ 13,352,665	$ -	$ 13,352,665
Prior year encumbrances	(514,393)	-	(514,393)
Transfers to other funds	(1,067,873)	-	(1,067,873)
Other changes to the budget	224,000	(193,300)	30,700
2026 estimated unassigned fund balance	$ 11,994,399	$ (193,300)	$ 11,801,099

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than $10,000,000. 20% of budgeted annual expenditures is $ 10,477,601

CAPITAL FUND

REVENUE	APPROVED APPROPRIATION	INCREASE (DECREASE)	PROPOSED APPROPRIATION
Property Repair & Replacement	$ 150,000	$ -	$ 150,000
Public Works	300,000	-	300,000
IT	75,000	-	75,000
Police	300,000	-	300,000
Communications Center	140,000	-	140,000
Fire	250,000	-	250,000
Building	10,000	-	10,000
Total revenue appropriation	$ 1,225,000	$ -	$ 1,225,000
EXPENDITURES			
Property Repair & Replacement	$ 8,308,335	$ (125,000)	$ 8,183,335
Public Works Department	1,287,497	-	1,287,497
Garbage Equipment Reserve	180,000	-	180,000
IT Department	146,311	255,000	401,311
Police Department	351,317	-	351,317
Communications Center	1,596,960	-	1,596,960
Fire Department	1,968,892	-	1,968,892
Engineering Department	23,000	-	23,000
Road Maintenance	2,258,175	150,000	2,408,175
Building Department	32,820	-	32,820
Total expenditure appropriation	$ 16,153,307	$ 280,000	$ 16,433,307
OTHER FINANCING SOURCES (USES)			
Transfer from Permanent Fund	$ 745,939	$ -	$ 745,939
Transfer from General Fund	1,067,873	-	1,067,873
Transfer from General Fund - Ambulance	150,000	-	150,000
Transfer from General Fund - Garbage	295,200	-	295,200
Total other financing appropriation	$ 2,259,012	$ -	$ 2,259,012
2025 estimated fund balance	$ 20,587,223	$ -	$ 20,587,223
Prior year encumbrances	(2,414,348)	-	(2,414,348)
Prior year reappropriations	(4,305,208)	-	(4,305,208)
Transfers from other funds	1,078,424	-	1,078,424
Other changes to the budget	(7,028,163)	(280,000)	(7,308,163)
2026 estimated fund balance	$ 7,917,928	$ (280,000)	$ 7,637,928

Estimated uncommitted capital fund balance for projects **$ 4,201,337**

SECTION 2. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2026 and ending December 31, 2026.

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

_____
Mindy L. O'Neall, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

_____
D. Danyielle Snider, MMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas A. Chard II, City Attorney

FISCAL NOTE
ORDINANCE NO. 6357
AMENDING THE 2026 OPERATING AND CAPITAL BUDGETS
FOR THE THIRD TIME

GENERAL FUND
$807,700 Increase in Revenue
$1,001,000 Increase in Expenditures

Revenue

1. Taxes
    - $800,000 increase to room rental taxes
2. Charges for Services
    - $8,000 increase to fire inspection fees
    - $50,000 increase to alarm system billings
    - $55,000 increase to garbage collections
3. Intergovernmental Revenues
    - ($69,800) decrease to State of Alaska municipal assistance for the community assistance program
    - $300,000 increase to State of Alaska on-behalf PERS payment
4. Licenses and Permits
    - $58,000 increase to business license
    - $12,000 increase to engineering right of way fees
5. Interest and Penalties
    - ($400,000) decrease to interest income due to lower rates and cash reductions
6. Rental and Lease Income
    - ($3,500) decrease to log cabin rental income
    - $7,000 increase to childrens museum rental income
    - ($9,000) decrease to fire training center fees due to facility construction

Expenditures

7. IT Department
    - $50,000 increase to outside contracts for software subscriptions
8. General Account
    - $280,000 increase to distributions for Explore Fairbanks due to increase in room rental taxes
    - $56,000 increase to economic development due to increase in room rental taxes
    - $300,000 increase to PERS on-behalf payment as received by State of Alaska
9. Police Department
    - Change one full-time CSI Evidence Technician position to an Evidence Custodian position (annual savings $4,480)
10. Communications Center
    - ($60,000) decrease to salaries and benefits for software subscriptions
    - Increase FECC Manager salaries and benefits in the amount of $30,440 ($164,100 salaries and $44,280 benefits for total annual cost $208,380)
    - Change one full-time Dispatcher position to a Dispatcher/Call Taker position to be flexible in the hiring process (budget will continue to reflect the cost of a Dispatcher)
11. Fire Department
    - $100,000 increase to overtime and benefits
12. Public Works Department
    - $150,000 increase to temporary salaries and benefits for winter season
    - $125,000 increase to fuel, oil, and grease due to cost increases

CAPITAL FUND
$280,000 Increase in Expenditures

Expenditures

1. Property Repair and Replacement
    - $125,000 increase to repair leaking fuel line at public works
    - ($250,000) decrease to city hall roof replacement project
2. IT Department
    - $255,000 increase to replace server switches (Committed $64,435 and Unassigned $190,565)
3. Road Maintenance
    - $150,000 uncommitment of matching funds for systemic signal upgrades project (Committed Balance $461,088)
    - Reallocate $65,000 from 7th Avenue project to Shannon Drive project

Sponsored by: Mayor O'Neall
Date: October 26, 2026

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the City of Fairbanks received notification of funding through the Bureau of Justice Assistance for the FY2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $36,962.00 to assist units of local government with their criminal justice needs; and

WHEREAS, the City of Fairbanks Police Department will use funds to lease GPS-enabled vehicle fleet tracking technology ($36,962.00); and

WHEREAS, the City of Fairbanks is not required to provide a match.

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

SECTION 1. The Mayor or her designee is authorized to execute any and all documents required for requesting and accepting funds on behalf of the City for the FY2026 Edward Byrne Memorial Justice Assistance Grant.

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

_____
Mindy O'Neall, City Mayor

YEAS:
NAYS:
ABSENT:
APPROVED:

ATTEST:

_____
D. Danyielle Snider, MMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: _____

Abbreviated Title: FY2026 Justice Assistance Grant (JAG) Federal Program

Department(s): FPD

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:	Contract	Equipment	Personnel	Total
GPS-enabled fleet tracking technology	$36,962			$36,962
TOTAL	**$36,962**	**$0**	**$0**	**$36,962**

FUNDING SOURCE:	Contract	Equipment	Personnel	Total
Grant Fund (Federal)	$36,962			$36,962
TOTAL	**$36,962**	**$0**	**$0**	**$36,962**

The City of Fairbanks will request funds to lease GPS-enabled fleet tracking technology for three years. To retain the equipment and tracking capabilities after three years, the annual subscription cost will be at least $12,081 per year.

Reviewed by Finance Department: Initial jp Date 10/7/2026

Sponsored by: Mayor O'Neall
Date: _____

ORDINANCE NO. ____

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

WHEREAS, the City of Fairbanks and International Brotherhood of Electrical Workers (IBEW) Local 1547 entered negotiations for a collective bargaining agreement in May 2026; and

WHEREAS, the negotiating teams for the City and IBEW have reached a tentative agreement for a replacement CBA, which upon ratification will be in effect from January 1, 2027 through December 31, 2029.

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

SECTION 1. The attached collective bargaining agreement is hereby ratified.

SECTION 2. The collective bargaining agreement will be effective from January 1, 2027 through December 31, 2029 once ratified by both parties.

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

_____
Mindy O'Neall, City Mayor

YEAS:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

_____
D. Danyielle Snider, MMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: _____

Abbreviated Title: IBEW COLLECTIVE BARGAINING AGREEMENT

Department(s): ALL

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 budg 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:	2027	2028	2029	TOTAL
HEALTH CARE CONTRIBUTION	$ 176,610	$ 176,610	$ 176,610	$ 529,830
WAGES AND BENEFITS - YEAR 1 JAN TO DEC	$ 52,270	$ 52,270	$ 52,270	$ 156,810
WAGES AND BENEFITS - YEAR 2 JAN TO DEC		$ 87,250	$ 87,250	$ 174,500
WAGES AND BENEFITS - YEAR 3 JAN TO DEC			$ 90,140	$ 90,140
PENSION CONTRIBUTION	$ 22,330	$ 22,330	$ 22,330	$ 66,990
ANNUAL LEAVE ACCRUAL - PER HOUR	$ 6,230	$ 4,690	$ 5,950	$ 16,870
TOTAL	**$ 257,440**	**$ 343,150**	**$ 434,550**	**$ 1,035,140**

FUNDING SOURCE:	2027	2028	2029	TOTAL
GENERAL FUND	$ 257,440	$ 343,150	$ 434,550	$ 1,035,140
GENERAL FUND [CURRENT BUDGET]	$ (125,480)	$ (126,810)	$ (129,440)	$ (381,730)
TOTAL	**$ 131,960**	**$ 216,340**	**$ 305,110**	**$ 653,410**

This fiscal note reflects the projected budget increase for the proposed IBEW negotiated collective bargaining agreement, totaling **$653,410 over the next three years**, net of current budgeted salaries and benefits that will end on December 31. The agreement includes the following: **$3.00 wage increase for the following positions**: HR Generalist, Controller, Grants Administrator, Accounting Specialists, and Quality Control Officer; **$2,450.00 for health care per mont**h for all years of the contract; CPI increase of 1% to 3.5% for Year 2 and Year 3 (projecting 2.0% CPI for both years); and **$0.25 per hour in pension contributions** for all years of the contract including cashouts. IBEW members will earn annual leave hours per pay period instead of a monthly proration. The City will have additional costs for overtime, annual leave liability, and workers' compensation due to wage increases.

Prepared by Finance Department: Initial mb Date 9/28/2026

WORKING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547

SUPERVISORY, ADMINISTRATIVE, PROFESSIONAL, AND EXECUTIVE EMPLOYEES

January 1, 2027 – December 31, 2029

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AGREEMENT BETWEEN

THE CITY OF FAIRBANKS
FAIRBANKS, ALASKA
(CITY)

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547, IBEW (UNION)

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

ARTICLE 1
POLICY, PURPOSE, AND EFFECT OF THIS AGREEMENT

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

The welfare of the City and its employees is dependent largely upon the service the City renders the public. The City values each employee and their contributions to City operations. The City, Union, and employees cooperate to provide efficient, timely, and economical services.

The purposes of this Agreement are:

A. To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the City and its employees to their mutual advantage.

B. To recognize the legitimate interest of the employees of the City to participate through collective bargaining in the determination of terms and conditions of their employment.

C. To promote fair, safe, and healthful working conditions and to encourage the growth and development of City employees.

D. To promote individual efficiency, the highest degree of professionalism, management skill, and service in an atmosphere of mutual respect between the City and its employees.

E. To avoid interruption or interference with the efficient operation of the City.

F. To provide a basis for the adjustment of matters of mutual interest and concern by means of amicable discussion.

G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by written agreement of the parties ratified by the City Council.

H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and, unless specifically referenced herein or unless a section of the Personnel Ordinance is specifically made applicable to all City employees, has no applicability to any Union member.

ARTICLE 2
RECOGNITION

2.1 - Exclusive Bargaining Agent

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

2.2 - Job Classifications and Descriptions

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

A. Additional classifications or reclassifications will be included within the bargaining unit or exempt there from based on the Alaska Labor Relations Agency criteria.

B. The City agrees to submit material changes in job descriptions for review and comment by the Union prior to implementing such changes. New job classifications created, or existing job classifications changed during the life of this Agreement must be submitted to the Union for review and to bargain the effects prior to implementation.

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

D. Should unresolvable differences as to inclusion or exclusion of additional classifications or reclassifications to the bargaining unit occur, either party may request that the matter be determined by the Alaska Labor Relations Agency, or its successor.

E. Any jurisdictional disputes involving another union that may arise because of the action of the parties regarding such classifications or reclassifications will be submitted to the Alaska Labor Relations Agency, or its successor, for resolution.

2.3 - Temporary Employees

The City and IBEW recognize the need for temporary employees to cover prolonged absences of permanent employees, to assist in temporary projects, and to cover limited seasonal needs. A temporary employee will not be called in for more than 180 cumulative days in any calendar year. The City will not hire consecutive temporary employees for the same position to avoid offering a permanent position.

2.4 - Work-Study Job Training Program

Recognizing the value of the high school work-based earning programs, the parties agree to a partnership program by the City with local high schools for work-study job training. Students participating in work-study opportunities, whereby they work with City employees covered by this CBA, will be exempted from membership in the Union and will not be eligible for wages and benefits as provided under this CBA. Participation in this program is viewed as a learning opportunity and is not intended to displace staffing levels.

ARTICLE 3
HIRING PREFERENCES

3.1 - Non-Discrimination

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

3.2 - Local Hire Clause

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

3.3 – Nepotism/Fraternization

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

ARTICLE 4
UNION SECURITY

4.1 - Union Membership

A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer, but neither union membership nor payment of an agency fee is a condition of employment with the City.

B. A business representative or shop steward will be notified and allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes within 7 calendar days from the date of hire or notification, for a new employee orientation.

C. The City agrees that it will not discourage an employee from joining the Union or becoming an agency fee payer.

D. The City agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the union.

E. The City agrees that it will not disclose home addresses, personal telephone numbers, personal cell phone numbers, or personal email addresses of any employee to any entity other than the Union without the written authorization of the employee.

F. The Union will not make any representation to any employee that union membership or payment of an agency fee is a condition of City employment.

G. The Union will not make any representation to any employee that the employee will not enjoy all of rights and benefits afforded under this CBA if they decide not to join the Union or pay an agency fee. However, nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

4.2 - Exclusive Negotiations with Union

The City shall not negotiate with any organization other than the Union and its

representatives with reference to the terms and conditions of employment of employees covered by this Agreement, except as otherwise provided in this Agreement.

4.3 - Check Off and Payroll Deductions

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

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

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

4.4 - List of Bargaining Unit Members

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

4.5 - Professional Representation

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

4.6 - Employee Representatives

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

established a pay code for Union Business and the stewards will track their time using this code, for all Union Business. The Union shall notify the City within 24 hours as to the appointment or official status change of any Union representative.

4.7 - Negotiating Team

The Union and City negotiating teams will consist of no more than 4 persons per side. Employees who are members of, or advisors to a Union negotiating team, may attend negotiating sessions held during the employees' duty hours without loss of pay, provided that no more than 2 on-duty employees may attend any session without loss of pay. This section will not be construed to limit the number of off-duty employees who may attend negotiating sessions if they make their own arrangements to be away from their duties. This section only limits the obligation of the City to pay on-duty employees for attendance.

ARTICLE 5
MANAGEMENT'S RIGHTS

5.1 – General

The City of Fairbanks is a home rule municipality organized under the laws of the State of Alaska. All rights and powers of the City are expressly reserved to and for the City exclusively, except and unless they are expressly limited by the clear and explicit language of some provision of this Agreement.

5.2 – Subcontracting

The City reserves the right to subcontract any work falling within the scope of this Agreement. An employee whose position is eliminated because of subcontracting must be offered reasonably comparable work within the City at their regular rate of pay and level of benefits. If no such position is available, the affected employee will be given at least 6 months' notice prior to lay-off or severance pay equal to 6 months' pay and benefits minus the amount of notice given. The employee may opt, however, to take 3 months' severance pay in lieu of 3 months of the notice period. Any employee suffering a loss of hours will be made whole by an amount of pay and benefits equal to their reduction in hours for a 6-month period.

An employee laid off because of the City's exercise of its rights under this Section will have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 12-month period. Disputes as to the comparability or equivalence of any position will be resolved in accordance with expedited arbitration procedures in Article 7. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Article 23, Section 2(B).

ARTICLE 6
HOLIDAYS

6.1 – Listing

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

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

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

6.2 - Observance of Holidays

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

6.3 - Working on Holidays

If a non-exempt employee is required to work on a holiday, the City will pay 8 hours straight time pay for the holiday, plus time and a half for hours worked. If a holiday falls during an employee's vacation, the employee will receive holiday pay, at the straight time pay for the holiday and shall not be charged leave time for that day.

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

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

6.4 – Floating Holidays

If any employee has not used their floating holidays by the end of the calendar year, they will be cashed out.

ARTICLE 7
GRIEVANCE/ARBITRATION PROCEDURE

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

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

7.1 - Regular Arbitration

STEP ONE –

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

STEP TWO –

A. If the grievance is not settled, the union will submit the written grievance and the immediate supervisor's response to the Mayor, or Mayor's designee, with a written statement as to why the response at Step One was not acceptable.

B. A grievance initiated solely by the Union and not on behalf of an employee will

begin at this step and be submitted to the Mayor, or Mayor's designee, in writing within 10 working days of receipt of the response of the immediate supervisor. A grievance initiated by the City will commence at this step and will be submitted to the Union in writing. The Union will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Mayor. If the Union rejects the City's grievance remedy, the reason(s) must be stated in the response. Grievances initiated by the Union or the City must state the Article and Section number of this Agreement alleged to have been violated and the way it has been violated. Grievances for which expedited arbitration is sought will also be initiated at this step.

C. The Mayor, or designated representative, will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) must be stated in the response.

D. At the parties' meeting, all pertinent facts and information will be reviewed to resolve the matter through conciliation. Where such conciliation efforts are unsuccessful, the grievance may be advanced to arbitration as follows.

7.2 - Expedited Arbitration

Where expedited arbitration is provided for under this Agreement, or mutually desired by the parties, the grievance at issue must be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 7.4.

7.3 - Regular Arbitration/Arbitrator Selection

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

The parties will first attempt to mutually agree on an arbitrator. In the event the parties are unable to agree upon an arbitrator either party may request through the Federal Mediation and Conciliation Service or the American Arbitration Association a list of nine (9) qualified arbitrators from the states of Alaska, Washington, Oregon or California.

B. Within 5 working days, from the date of receipt of the list, the City and the Union Representative shall meet and alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin.

C. If either party fails, or refuses, to jointly request a list of arbitrators or fails or refuses to choose an arbitrator from such list as provided above, then either party may make a demand or submission to the American Arbitration Association, and the neutral arbitrator shall be appointed in accordance with Rule 12 of the American Arbitration Association Arbitration Rules as are in effect at the time of demand.

7.4 - Expedited Arbitration/Arbitrator Selection

A. The parties may meet and adopt a list of arbitrators suitable to both parties for use as arbitrators and/or mediators pursuant to this Section. The party proposing a name for the list shall submit biographical information or a resume for that person for the other party's consideration. For selected issues, the parties recognize that a local arbitrator may have better knowledge of local conditions and problems, and there could be cost and time savings by the selection of a local arbitrator. Consequently, the parties will endeavor to include the names of at least 3 local persons on the list. The arbitrators on the expedited arbitration list will not be required to be members of the Federal Mediation and Conciliation Service or of the American Arbitration Association.

B. Where expedited arbitration or mediation is required by this Agreement, or mutually desired by the parties, within 10 working days of receipt of the demand for arbitration or mediation or another mutually agreeable time, the parties shall meet and select a name from the pre-determined list based upon the following factors in order of priority: 1) the arbitrator's early availability; 2) the background and experience of the arbitrator in the issues to be determined; 3) the aggregate of the travel and per diem expense of the arbitrator; and 4) such other factors as are deemed important by the parties at the time of selection. When the parties cannot mutually agree upon a name that is on the list based upon the above criteria, then they shall alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin. In no event will the arbitration hearing be held more than 60 days after a request for expedited arbitration has been made. However, if none of the arbitrators are available within that time, the mutually agreed to arbitrator with the earliest availability dates will be selected.

7.5 - Rules Common to Regular and Expedited Arbitration

A. The Arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide issues not so submitted. The authority of the Arbitrator will be limited to the application and interpretation of this Agreement. The Arbitrator shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The Arbitrator is empowered to conduct a formal hearing governed by the procedural rules of the American Arbitration Association, take evidence, issue subpoenas to compel testimony or the production of physical evidence, and

issue a written opinion and award.

B. The decision of the Arbitrator is final and binding upon the parties to the dispute. The final decision of the Arbitrator will be implemented as soon as possible, but not later than 30 days after the final decision is rendered.

C. The City and the Union mutually agree to have more than one grievance or dispute submitted to the same Arbitrator. Each grievance or dispute may by agreement be submitted to separately convened arbitration proceedings.

D. The expenses of the neutral Arbitrator will be borne by the losing party. If, in the opinion of the Arbitrator, the positions of both parties were reasonable and neither party can be fairly considered the losing party, then such expenses will be borne equally by the parties.

7.6 - Employee Witnesses

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

7.7 - Retroactive Pay

No Arbitrator appointed hereunder has any authority whatsoever to award any grievant any retroactive pay for any period prior to 15 calendar days of when the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists in accordance with Section 7.1. To the extent this provision may conflict with applicable State or Federal law regarding employee wage or benefit claims, such applicable law will prevail.

7.8 – Discharge

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

7.9 – Default

Notice and a ten-working day opportunity to respond will be given before default may be called against either party. In the event either party to a grievance fails to properly answer, respond, or act within the time specified at any step of the grievance procedure, the grievance will be deemed settled against the party that failed to timely answer, respond, act, or appeal. Any of the time limits set forth in the grievance procedure may be extended by written agreement. Grievances resolved by default may not be the basis of establishing precedent on the merits for the resolution of any other grievances.

ARTICLE 8
DISCHARGE AND NOTICE

8.1 - Timely City Notice to Employee

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

Temporary employees hired for 21 consecutive days or more shall be given 24 hours notice prior to layoff.

8.2 - Timely Employee Notice to City

All permanent employees who have fulfilled probationary requirements must give the City two weeks' notice before leaving their employment unless mutually agreed beforehand between the City and the employee. Notation of failure to give proper notice will be placed in the employee's personnel file and may result in the employee being classified as "Ineligible for Rehire." If the employee is a department head, then a 30-day notice is required.

8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor will be deemed given when delivered to the Mayor, or when delivered to the Human Resources Director. Notices required or allowed to be given to the Union will be deemed given when delivered to the Union's Business Agent, or when delivered to the secretary or person in charge of the Union's Fairbanks business office. Notices to an immediate supervisor must be personally delivered. Notices to an employee must be personally delivered, or, if an employee is absent from the workplace, will be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, and addressed to the employee at their mailing address as shown on the records of the City.

8.4 - Termination for Cause

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

ARTICLE 9
HEALTH AND WELFARE

9.1 - Health and Welfare

A. The City agrees to pay each month for coverage for employees working under the terms of this Agreement in the Alaska Electrical Trust Funds Health and Welfare Plan 500. All new employees will be covered on the first of the month following the date of employment.

B. The City's contribution will be $2,450 per month per employee. The City, as part of the package rate increase, will apply up to $.50/hour to cover an increase to the health care premium for years two and three of this contract.

C. The Union agrees to allocate sufficient funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding.

D. Temporary employees are not eligible for health and welfare benefits from IBEW.

9.2 - Retirement/Pension and Social Security

A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF), as described in the Trust Fund Plan Document, dated October 1987, and as amended from time to time, as provided in Schedule A.

B. The City will contribute $.25/hour to the pension (outside of the package rate) for all three years of this contract. The City will also apply $.25/hour to the

pension, as part of the package rate increase, for the second and third year of this contract.

C. In the event Federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by agreement, determine how such legislation shall impact this Agreement.

D. Employees may voluntarily contribute to the Alaska Electrical Trust Fund Retirement Savings Plan. The City agrees to withhold and forward voluntary contributions authorized by the employee.

E. The Pension Protection Act of 2006 (PPA) requires an annual actuarial status determination for multiemployer pension plans. An actuarial finding that a pension plan is underfunded can trigger, depending on the severity of the underfunding, the implementation of a plan to improve the funding and/or rehabilitate the plan. Because the funding improvement/rehabilitation plans mandated by the PPA impose certain mandatory contributions to underfunded pension plans, the parties agree that the allocation discretion of Article 9.2 will need to be limited to ensure compliance with the requirements of the PPA and any improvement/rehabilitation plan.

F. Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the adoption of a revised benefit schedule. Generally, the provisions of an improvement/rehabilitation plan must be implemented only after the CBA then in place expires. The parties may agree to implement the provisions of the improvement/ rehabilitation plan earlier than required if the parties determine it would be advantageous to do so. The parties will prepare a separate addendum for each pension plan found to be underfunded. During the term of any addendum, the parties agree to meet and confer if either party believes there has been a change in circumstances that would warrant amendment of the addendum.

G. Any increase to the contribution rate for an underfunded pension plan required under an improvement/rehabilitation plan must be paid out of the package rate negotiated by the parties. The City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. Except as may be required by the Employee Retirement Income Security Act of 1974 or other applicable law, the City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. No portion of the package rate may be allocated to any other purpose unless and until contributions and supplemental contributions to the underfunded pension plan have been satisfied.

H. If at any point the underfunded pension plan emerges from its underfunded status and additional contributions under an improvement/rehabilitation plan are no longer required, the allocation restrictions imposed by this section will be lifted.

9.3 - Deferred Compensation

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

9.4 - Physical Examinations

A. A yearly physical examination at the expense of the City is offered to employees at their election beginning during their second year of employment. The results of these tests will be confidential between the employee and the examining physicians.

B. The expense of any physical that is required by the City or by law, at a provider of the City's choice, will be paid by the City. The City will not pay for charges for services that are not reasonable and customary.

9.5 - Fitness to Perform Duties

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

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

9.6 - Unemployment Compensation

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

9.7 - Section 125 Plan

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

9.8 - IBEW Legal Trust Fund

Upon notice from the Union that the bargaining unit has elected to participate in the IBEW Legal Trust fund, the City shall deduct 15 cents per compensable hour for each bargaining unit employee. The City will forward funds deducted under this Section to the Union via the monthly report provided to the Alaska Electrical Trust Fund on or before the 15th day of the month following the month in which the deductions were made. The Union agrees to hold harmless the City from any claim arising out of this deduction process except that of ordinary diligence and care in the forwarding of funds deducted under this Section.

ARTICLE 10
WORKING CONDITIONS

10.1 - Work Week

A. Members of this bargaining unit are professional, executive, and/or administrative employees, some of whom are exempt from receiving overtime, and as such are required to work enough hours to perform their job duties.

B. Flexible workweek and workday schedules will be fully considered and used with the mutual consent of the City and employee, including work beyond 8 hours a day and work on more than 5 days.

C. Non-exempt employees shall receive overtime for all hours that exceed 8 hours per day or 40 hours per week. Employees working a flex schedule are an exception to this rule, whereby overtime will be paid for hours more than the established daily flex schedule or 40 hours per week. No employee will work any overtime or any hours outside the employee’s normal schedule without the prior approval of the Department Head. If Management directs an employee to work a scheduled non-standard workweek, e.g., Tuesday through Saturday, then that employee will be compensated at a rate of 1.5 per hour for the work performed on the weekend. This will not apply to employees who ask for a flexible schedule, only to management directed alteration of the work schedule.

D. Employees called back to work by their Department Head after leaving work will be employed for a minimum of 2 hours or credited with a minimum of 2 hours of work towards the 8 hours for that day or 40 hours of work for that week.

E. Unless mutually agreed otherwise, an employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.

F. All employees shall be allowed one break not to exceed 15 minutes in duration during the first half of the shift and 15 minutes during the second half of the shift.

10.2 – Job Share

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

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

B. If a job share employee separates or successfully bids into another classification, the remaining employee will have the option of reverting to full-time or requesting that the job share position be bid. If no other job share employee is hired into the position, the employee will be expected to resume full-time work status.

C. Personal leave accrual will be prorated based on the hours worked.

D. The employee scheduled on a holiday will observe the holiday. The employee not scheduled will not be compensated for the holiday. Each employee shall be entitled to one personal floating holiday per year.

E. Alaska Electrical Health and Welfare Plan premium contributions will be paid for the active employee only. The inactive employee will have all benefits suspended during their job share inactive time including the use or drawdown of any accumulated personal leave.

F. The employee who is not actively working may elect to receive COBRA benefits under the Alaska Electrical Health and Welfare Plan.

10.3 - Pay Periods

Paydays will be established covering payroll periods from the 1st to the 15th day of the month, paid no later than the end of that month inclusive, and from the 16th day of the

month to the last day of the month, paid no later than the 15th of the following month inclusive, except when payday falls on Saturday, Sunday, or a holiday. If payday falls on Saturday or Sunday, unless preceded by a recognized holiday, payday will be on Friday. If payday falls on a recognized holiday, payday will be on the day prior to the holiday, unless the recognized holiday is Monday, in which event payday will be on the Friday prior.

10.4 - Revocation of Driver's License

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

10.5 - Work Environment

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

10.6 - Bulletin Boards

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

10.7 – Indemnification

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

In the event the City resolves an action or claim involving an employee for purely pragmatic reasons not involving any misbehavior by the employee, the City will issue a

letter to the employee stating the reasons for the settlement, with a copy to be placed in the employee's personnel file.

ARTICLE 11
PROBATION

11.1 – Object

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

11.2 – Duration

The probationary period will be 6 months for all employees covered under this Agreement. The duration of any type of leave will not count towards the 6-month probationary period. A promotion or transfer could trigger additional formal probation period not to exceed 90 days. Likewise, the City may elect to return the employee to their former position during the same time without cause and without penalty to the employee. But for this one exception, a transferred or promoted employee retains all rights and entitlements. Also, any promoted or transferred employment must be apprised of formal probationary period prior to accepting the promotion or transfer.

11.3 – Dismissal

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

ARTICLE 12
EMPLOYEE RECORDS

12.1 - Examination of Records

Every employee covered by this Agreement has the right to examine all records pertaining to them on reasonable demand, subject to the availability of the Human Resources Director or other employee(s) authorized to produce such files. In no event will an employee be caused to wait more than 8 working hours. The City shall make available original records or copies of the original records for examination by an authorized Union Representative having written authorization of the affected employee(s) upon 24 hours notice from the Union, weekends excluded. Records of issues resulting in disciplinary action below a suspension will be removed from the employee's file after 2 years. In the

case of a disciplinary action at the lever of suspension or higher the City, the Union, and the affected employee agree to periodically meet to review documents that relate to “stale” matters when the employee has successfully resolved the problem.

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

12.2 – Work Time Records

Work time records of employees will not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the City must change a work time record, consultation with the employee will occur at the first reasonable opportunity. Copies of the employee's work time records will be made available by the City for inspection by the employee or Union Representative during working hours. In the event the employee disagrees with the City’s change, even after consultation, the disagreement may be submitted as a grievance for resolution in accordance with Article 7.

ARTICLE 13
EQUIPMENT AND CLOTHING

13.1 – Clothing

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

13.2 - City Issued

Employees who are issued equipment for City use will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe, or unserviceable, it must be turned in to the City to be repaired or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment, and supplies.

13.3 - Personal Property

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

13.4 - Improved Equipment

The City shall strive to provide employees with equipment that will allow the employees

to work efficiently and improve productivity, e.g., computers, updated software, vehicles, and all other equipment and instruments necessary to perform their work. In the event such necessary equipment is not provided, the employee(s) affected will not be penalized for any loss of efficiency or productivity that may result.

13.5 - City Property

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

ARTICLE 14
SAFETY

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

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

ARTICLE 15
EDUCATION, TRAINING AND TUITION

15.1 - City Provided

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

15.2 - Employee Requested

Employees are encouraged to pursue training and educational opportunities that enhance their skill and support their roles within the organization. Department Heads may approve relevant training and education for employees if the training aligns with job responsibilities and organizational goals. Department Heads may authorize payment for approved training and education, provided that departmental training funds are available.

ARTICLE 16
WAGES

16.1 - Wage Classification and Salaries

The wage rate, which is the package rate minus allocations for benefits, for the classifications is shown in Schedule A. The City is not precluded from paying a higher wage rate, or annual bonus as it finds necessary for superior performance to any of the employees covered by this Agreement. (See text accompanying Schedule A, Section 3).

A. Newly created classifications, temporary, and intern employee wage structures will be mutually established by the City and Union assessed by the knowledge, skills, and abilities of the individuals.

B. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed based on annual compensable hours, is a more accurate method of reflecting the actual cost to the City.

C. Upon January 1, 2027, employees shall be compensated as provided in the attached Schedule A without an increase of CPI. For the following years of this contract the City will increase the members' package rate by the percentage of the average of the prior three years Anchorage CPI rate with a minimum increase of 1% and a maximum increase of 3.5%.

   Examples: 3-year average less than 1%, City pays 1%; 3-year average greater than 3.5%, City pays 3.5%; average between 1% and 3.5%, City pays the actual average increase.

D. See Article 9.1for health care and 9.2 for pension contributions to the package rate.

16.2 – Pay for Temporary Assignments

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

16.2.1 – Compensation for Service as Acting Department Head

When a Department Head is on personal leave and unavailable for more than 12 hours to physically respond to the work if needed, another employee will be appointed by the Mayor or Mayor's designee as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at inter-agency meetings and taking responsibility for overall operations of the Department. While serving as Acting Department Head, the employee will receive the Range E rate of pay for the Department Head. While serving in an acting role for a

non-union leadership role the employee will be paid an additional 10%. All overtime will be at the employee's regular rate of pay, as Department Heads are not eligible for overtime. Any leave cash out will be at the employee's regular rate.

16.3 - Compensatory Time

A. Exempt Employees.

Compensatory time is time off made available to an employee who has worked more than 40 hours per work week because of their attendance at such things as mandatory meetings, actual callouts, evening work on special projects, the completion of which is not feasible during the ordinary workday or workweek, or other similar functions. The accrual and use of compensatory time will be pre-authorized and administered in the manner set forth by the Mayor, as amended from time to time.

B. Non-Exempt Employees.

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

C. Compensatory Time Balances.

No balance beyond 240 hours may be accrued with the exception of public safety employees, whom by law, may accrue up to 480 hours. Any amount of compensatory time accrued by special assignments beyond the 240-hour limit because of this exception must be approved by the Mayor or Mayor's designee and used within 6 months of the date it was earned, beyond which time any amount remaining more than 240 hours will be cashed out. Exempt employees will lose any amount over 240 hours. No employee covered by this CBA may accrue over 480 hours. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to non-exempt employees by January 31.

16.4 - Court Appearance

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

ARTICLE 17
PERFORMANCE EVALUATIONS

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

ARTICLE 18
FILLING OF VACANCIES

18.1 - Promotional Opportunities

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

18.2 - Vacancy Promotions

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

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

Temporary employees may apply to internally advertised permanent positions.

18.3 - Application Procedure

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

18.4 – Rights

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

18.5 - Promotions/Transfers

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

ARTICLE 19
TRAVEL AND PER DIEM

19.1 - Official Travel Outside City of Fairbanks

Business travel shall be governed by the current City Travel Policy, as adopted by the Mayor.

19.2 - Use of Personal Vehicles

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

ARTICLE 20
PERSONAL LEAVE

20.1 - Personal Leave

A. Employees accrue leave according to the following schedule:

0 to 24 months of service:	7 hours per pay period
25 to 60 months of service:	9 hours per pay period
Greater than 60 months of service:	10 hours per pay period

B. Leave Cap

A cap of 400 hours will be placed on leave. If any employee has over 400 hours of leave at the end of the calendar year, then the amount over 400 hours must be cashed out.

20.2 – Leave Requests

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

20.3 - Termination Cash Out

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

20.4 - Draw Down of Personal Leave

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

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

Total Personal Leave Hours for Draw Down:

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

20.5 - Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other City employees in time of need. Employees may donate leave in accordance with City policies.

The City does not require the recipient of leave donations to first exhaust their own leave bank to zero.

20.6 - Expiration of Accrued Personal Leave

An employee who exhausts accumulated personal leave may request leave without pay, which may be granted at the discretion of the Mayor in accordance with Section 21.6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee as to their expected time to return to work. The employee may also be required to submit to their supervisor a monthly report affirming the nature of the absence.

20.7 - Seniority Rights During Illness or Disability

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

20.8 - Job-Incurred Injury or Illness

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

20.9 - Light or Limited Duty

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

ARTICLE 21
OTHER APPROVED ABSENCES

21.1 - Family/Medical Leave

The parties shall comply with the Alaska Family Leave Act (AS 23.10.500-.550; AS 39.20.305) and the Federal Family and Medical Leave Act (Public Law 103 - 3).

21.2 – Elections

All employees shall be given the necessary time off, without loss of pay, for the purpose of voting.

21.3 - Jury Duty

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

21.5 - Military Service Leave

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

A. Eligibility. Any permanent employee who leaves the City service for compulsory military duty will be placed on military leave to extend through a period of 90 days after their release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in their position without loss of status or reduction in pay.

B. Restoration. An employee returning from military leave will be entitled to restoration to their former position, provided the employee makes application within 90 days after their release from duty and is physically and mentally capable of performing the duties of the position involved. If the position the employee vacated no longer exists at the time they are qualified to return to work, such person will be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of status. Disputes as to the employee's fitness will be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there will be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.

C. Disposition of Vacation Leave. An employee who leaves the City service for such military leave without pay may elect to be paid for any accrued leave they may be entitled to as if they were actually separating from the City service. The employee's decision will be noted on the personnel action form effecting the leave. If the employee elects not to be paid for such leave, the accrued leave credits will be reinstated upon return of the employee to the City service.

D. Military Reserve Training or Emergency National Guard Service. Any employee who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of

absence for required training or duty for a period not exceeding 120 work hours during any one calendar year. Such military leave will be with pay if all military pay the employee receives for the duties performed on such leave is paid to the City. The Mayor may authorize additional periods of military leave in the event of employee hardship in the event of prolonged involuntary military service.

21.6 - Leave Without Pay

Employees may be granted leave without pay.

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

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

Where leave without pay is granted, the employee will first use their accumulated personal leave.

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

21.7 - Union Leave

A regular employee elected or appointed to a position as a full-time Union official will be entitled to a maximum of 30 days leave of absence from the City to fill their Union position. During such leave of absence, the employee will have the right to elect, without penalty, to return to their former position with the City. In the event such election is made, the employee's anniversary date will be adjusted for any period of leave without pay in accordance with Section 21.6. In the event the employee does not elect to return to their former position by the end of this 30-day period, the employee will forfeit their seniority with the City. Upon termination of their position with the Union at any time after expiration of this 30-day period, said employee shall be given the first option, for a period of 3 years, in filling a vacancy which may occur in the department or classification in which they were formerly employed or for which they are otherwise qualified. The Union shall notify the City when the employee has terminated their Union position. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Section 23.2(B) - Notice of Recall.

ARTICLE 22
SENIORITY

22.1 - Definition of Seniority

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

A. Seniority is total length of service the member of this bargaining unit has worked for the City without separation, without regard to prior bargaining unit(s), subject to adjustment as set forth in this Agreement.

B. Classification seniority is the length of service of the employee in the job classification with the City, subject to adjustment as set forth in this Agreement.

22.2 - Termination of Seniority

A. Seniority will be terminated upon:

1. Discharge;
2. Resignation;
3. Layoff for a period of 2 years or more (or 9 months in the case of medical incapacity due to non-job-related injury or illness), or inability to return to work from a job-incurred injury or illness of 2 years or more as provided for in Section 20.8;
4. Failure to respond in a timely and/or prescribed fashion to notice of recall; or
5. Failure to return from an approved leave of absence on the stipulated date of expiration, or any unapproved absence from work without advance City approval in the absence of a legitimate and verifiable explanation.

B. Seniority will not be interrupted by:

1. Periods of approved leave, except as set forth in Section 21.6 - Leave Without Pay;
2. Workers' Compensation Leave, up to one year;
3. Military Leave;
4. Family/Medical Leave as set forth in Section 21.1; or
5. Active military duty when recall for such duty is beyond the control of the employee.

ARTICLE 23
LAYOFF

23.1 - General Provisions

A. Layoff(s) will be made by classification, starting with the least senior member in the classification. A layoff of not less than 12 months, during which the employee returns to work at the first opportunity, will not be considered a

separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits will be suspended during the period of layoff.

B. An employee receiving a layoff notice (the “noticed employee”) has 5 working days to notify the Mayor in writing of the employee’s intent to displace (“bump”) another employee in this bargaining unit with less seniority in the same or lower classification within the City. The Mayor will approve the displacement if (a) the Mayor finds that the noticed employee has the qualifications, skills, training, and experience to perform the work duties of the other employee, and (b) if the noticed employee has worked continuously for the City, regardless of bargaining unit status, longer than the other employee. If the Mayor approves the displacement, the noticed employee will be transferred to the other employee’s classification, at the pay rate of the other employee. The displaced employee will then be given notice of layoff and may invoke the displacement process if eligible.

23.2 - Recall

A. Procedure. Upon layoff, the laid off employee will be placed on the layoff list for that classification group from which the employee was laid off, and for the bargaining unit. Recall rights exist for 1 year from the effective date of layoff.

1. The classification layoff list will be ranked in inverse order of layoff. The recalled position will be offered to the first employee on the classification layoff list.
2. If the classification layoff list is exhausted and/or eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most seniority of those employees on the bargaining unit's layoff list that possess the required skills and abilities.
3. If the bargaining unit's layoff list is exhausted and eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most City seniority of those employees on the bargaining unit's layoff list. To receive recall notice from the bargaining unit's layoff list, the employee must provide written notice to the City at the time of layoff of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the bargaining unit's layoff list.
4. The laid off employee must have the skills and abilities to perform the position for which they are recalled. Vacant positions which are to be filled may be filled through promotion provided no employee is on layoff from the classification. However, the vacated position may subsequently be filled only in accordance with this Article.
5. If an employee is recalled to a position in which they have attained regular status, the recalled employee will be appointed to that position as a permanent employee. If an employee is recalled to a position in which they have not attained regular status, the recalled employee will be

appointed to that position as a probationary employee.

B. Notice of Recall. Notice of recall will be sent to all laid off employees at their last known address by restricted delivery certified mail and by certified mail to the Union's Fairbanks business office. The employees on the recall list shall, within 10 working days after receipt of the recall notice, notify the City in writing as to their decision regarding the recall offer. The employee at the top of the recall list shall have the first opportunity to accept the position provided they possess the qualifications for the position being recalled. If the City does not receive notice as required above from the employee first eligible for recall within the 10 working day period of when the recall notice was postmarked, then that employee goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position. If none of the individuals on the list who respond possess the required skills and abilities, the City may implement a recruiting process pursuant to Article 18, Filling of Vacancies.

ARTICLE 24
NO STRIKE OR LOCKOUT

24.1 - No Strikes

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

24.2 - No Lockouts

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

24.3 - Violations

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

ARTICLE 25
SEVERABILITY

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

the date on which the provision was held to be contrary to law or non-complying or unenforceable.

ARTICLE 26
DURATION OF AGREEMENT

26.1 - Term of Agreement

This Agreement will be effective from January 1, 2027 through December 31, 2029. There are not any retroactive provisions associated with this Agreement at the time of ratification. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual written agreement of both parties.

26.2 – Negotiations

Either party desiring to amend or modify this Agreement must notify the other in writing. Negotiations for a replacement agreement will begin on or about July 1, 2029, unless another date is agreed to by the parties. A party seeking to amend or modify this Agreement must give the other party written notice, to include the nature of the changes desired. Until a satisfactory conclusion is reached in the matter of such changes, the original provisions will remain in full force and effect. Changes can be made at any time by mutual written agreement and consent.

A. In the event the expiration date of this Agreement is reached during or prior to the completion of negotiations for a new or modified agreement, this Agreement will continue in full force and effect until a new agreement is reached, ratified, and executed by the parties.

B. Should negotiations not result in an agreement after negotiations have been in progress for 90 calendar days, the no strike, no lockout provision of the Agreement will become null and void, unless extended by mutual written agreement.

26.3 - Successor Clause

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

26.4 - Dispute Resolution

Per Article 7, any dispute concerning commencement or termination of this Agreement will be specifically reserved for judicial review.

26.5 – Printing

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

26.6 – Ratification

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

ARTICLE 27
DEFINITION OF TERMS

27.1 – Definitions

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

A. “Administrative Leave” means authorized absence from an employee’s regular work duties for purposes such as training, education, or other reasons.

B "Base rate" means the specific dollar amount paid the employee.

C. "Anniversary date of hire" means the date at which an employee has completed a service year of 52 weeks of paid service.

D. "Promotion" is the assignment of an employee from one position/classification to another which will provide an increase in salary and which has a higher base rate of pay.

E. A "regular appointment" is an appointment without time limitation, or special restrictions as to continued employment.

F. A "regular employee" is an individual receiving a regular appointment.

G. A "permanent employee" is one who has successfully completed probation.

H. "Member" and "employee" mean a member of the bargaining unit covered by this Agreement unless the context indicates otherwise.

I. "Position" is the office or employment whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.

J. "Compensatory time" is defined in Section 16.3.

K. "Seniority" is defined in Section 22.1.

L. “Package rate” includes all sums paid by the City for wages, pension contributions, and healthcare employer contributions.

RATIFIED by the membership of the bargaining unit and approved by City Council Ordinance No.

FOR THE CITY OF FAIRBANKS:

_____

Mindy O'Neall Date
Mayor

_____

Morgan Dulian Date
Chief of Staff

FOR THE UNION:

_____

Cecil Colley III Date
President

_____

Brannon Nichols Date
Business Manager/Financial Secretary

_____

Naomi Hewitt Date
Business Representative

IBEW SCHEDULE A

EFFECTIVE 01-01-2027

POSITION CLASSIFICATION	RANGE A 90%	RANGE B 92.5%	RANGE C 95%	RANGE D 97.5%	RANGE E 100%	RANGE F 102.5%	RANGE G 105%	RANGE H 107.5%	RANGE I 110%	PACKAGE RATE BASED ON RANGE E
Administrative Assistant	28.17	28.95	29.74	30.52	31.30	32.08	32.87	33.65	34.43	53.18
HR Generalist	33.84	34.78	35.72	36.66	37.60	38.54	39.48	40.42	41.36	59.48
Legal Secretary	33.22	34.14	35.06	35.99	36.91	37.83	38.76	39.68	40.60	58.79
Paralegal	36.00	37.00	38.00	39.00	40.00	41.00	42.00	43.00	44.00	61.88
Records Manager	30.85	31.71	32.57	33.42	34.28	35.14	35.99	36.85	37.71	56.16
Licensing Clerk/Cashier	28.17	28.95	29.74	30.52	31.30	32.08	32.87	33.65	34.43	53.18
City Engineer	58.37	60.00	61.62	63.24	64.86	66.48	68.10	69.72	71.35	86.74
Deputy City Engineer	50.56	51.97	53.37	54.78	56.18	57.58	58.99	60.39	61.80	78.06
Engineer III	47.86	49.19	50.52	51.85	53.18	54.51	55.84	57.17	58.50	75.06
Engineer II	42.50	43.68	44.86	46.04	47.22	48.40	49.58	50.76	51.94	69.10
Engineer I	38.61	39.68	40.76	41.83	42.90	43.97	45.05	46.12	47.19	64.78
Engineer Assistant III	40.17	41.28	42.40	43.51	44.63	45.75	46.86	47.98	49.09	66.51
Engineer Assistant II	37.47	38.51	39.55	40.59	41.63	42.67	43.71	44.75	45.79	63.51
Engineer Assistant I	34.08	35.03	35.98	36.92	37.87	38.82	39.76	40.71	41.66	59.75
Surveyor	47.06	48.37	49.68	50.98	52.29	53.60	54.90	56.21	57.52	74.17
Environmental Analyst	45.31	46.56	47.82	49.08	50.34	51.60	52.86	54.12	55.37	72.22
Quality Control Officer	35.48	36.46	37.45	38.43	39.42	40.41	41.39	42.38	43.36	61.30
Public Works Director	58.37	60.00	61.62	63.24	64.86	66.48	68.10	69.72	71.35	86.74
Building Official	52.73	54.20	55.66	57.13	58.59	60.05	61.52	62.98	64.45	80.47
Code Compliance Inspector	46.67	47.97	49.27	50.56	51.86	53.16	54.45	55.75	57.05	73.74
Police Chief	58.37	60.00	61.62	63.24	64.86	66.48	68.10	69.72	71.35	86.74
Emergency Dispatch Center Manager	45.65	46.92	48.18	49.45	50.72	51.99	53.26	54.52	55.79	72.60
Fire Chief	58.37	60.00	61.62	63.24	64.86	66.48	68.10	69.72	71.35	86.74
Assistant Fire Chief	47.97	49.30	50.64	51.97	53.30	54.63	55.97	57.30	58.63	75.18
Controller #	50.00	51.38	52.77	54.16	55.55	56.94	58.33	59.72	61.11	77.43
Grants & Contracts Administrator	42.43	43.60	44.78	45.96	47.14	48.32	49.50	50.68	51.85	69.02
Accounting Specialist	34.03	34.97	35.92	36.86	37.81	38.76	39.70	40.65	41.59	59.69
INACTIVE REPRESENTED POSITIONS LISTED BELOW										
Property Development Manager	42.62	43.80	44.98	46.17	47.35	48.53	49.72	50.90	52.09	69.23
Combination Building Inspector	38.36	39.42	40.49	41.55	42.62	43.69	44.75	45.82	46.88	64.50
Plans Examiner	38.61	39.68	40.76	41.83	42.90	43.97	45.05	46.12	47.19	64.78
Senior Structural Plan Check Engineer	47.86	49.19	50.52	51.85	53.18	54.51	55.84	57.17	58.50	75.06
General Ledger Accountant/Grants Manager	44.37	45.60	46.84	48.07	49.30	50.53	51.77	53.00	54.23	71.18

NOTES:
Current Police Chief does not particiate in IBEW pension plan.
Package includes $14.13 per hour for health care and $7.75 per hour for pension.

Section 2.

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

Range A	Range B	Range C	Range D	Range E	Range F	Range G	Range H	Range I
90%	92.5%	95%	97.5%	100%	102.5%	105%	107.5%	110%

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

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

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

Range H & I are meant to apply to employees with extensive knowledge, skills, and ability whose performance is superior.

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

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

f. Should the employee elect to grieve the matter, they will remain at the prior pay range until the grievance is resolved under the terms of this collective bargaining agreement.

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

Section 3.

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

Sponsored by: Councilmember Cleworth
Councilmember Therrien
Councilmember Ringstad
Date: _____

ORDINANCE NO. ____

AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE, SECTION 2-120, RULES OF PROCEDURE.

WHEREAS, under Fairbanks City Charter § 2.10, the council, by ordinance, determines its rules of procedure; and

WHEREAS, the council has established its rules of procedure in Section 2-120 of the Fairbanks General Code; and

WHEREAS, from time to time, council amends its rules of procedure to provide clarity regarding its intent and improve the efficiency of its deliberation and decision-making.

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

SECTION 1. Fairbanks General Code Sec. 2-120 is hereby amended as follows [new text in **bold/underlined** font; deleted text in ~~strikethrough~~ font]:

Sec. 2-120. Rules of procedure.

(~~h~~**a**) Any motion must be reduced to writing if the presiding officer so requires or any member so demands, and no other motion shall be entertained until reasonable time (not over ten minutes) is afforded for compliance with this rule.

(~~f~~**b**) The presiding officer shall put all questions in the order in which they are moved unless a subsequent motion ~~shall be~~ **is** previous in its nature; except in naming sums and fixing times, the largest sum and the longest time ~~shall~~ **will** be put first.

(~~j~~**c**) All motions ~~shall~~ require a second, unless otherwise provided.

(~~m~~**d**) After a motion is stated or read by the presiding officer, it ~~shall be deemed to be~~ **is** in the possession of the city council and ~~shall~~ **must** be disposed of by vote; but the mover may withdraw it at any time before decision or amendment, by consent of the second.

(~~k~~**e**) Any member may require the division of a question, when the sense of it will admit.

(~~l~~**f**) When a question is under debate, the presiding officer shall receive any of the following motions but no other:

(1) To adjourn.

(2) To recess.

(3) To raise a question of privilege.

(4) To call for the order of the day, or the regular order.

(5) To lay on the table.

(6) For the previous question.

(7) To limit or extend limits of debate.

(8) To postpone to a certain time.

(9) To refer.

(10) To amend.

(11) To postpone indefinitely.

When one of the motions referred to in subsections (~~I~~**f**)(1)—(11) has been made, none of the others inferior to it in the order in which they stand above ~~shall~~ **can** be made, and in proceeding to vote, motions pending ~~shall~~ **must** be put in the order of their rank as arranged in subsections (~~I~~**f**)(1)—(11). The first seven are not subject to debate. A motion to postpone to a certain time, refer, amend or to postpone indefinitely may be amended; the previous question may be demanded before an amendment, which motion ~~shall be~~ **is** decided without debate. A motion to adjourn ~~shall~~ **is** always ~~be~~ in order**,** provided that business of a nature to be recorded in the journal has been transacted since any previous motion to adjourn has been defeated. ~~No motion or proposition of a subject different from that under consideration shall be admitted under color of an amendment.~~ The city council may postpone a motion to a certain time other than the date of the next regular meeting if specified in the motion to postpone, except that a motion may not be postponed beyond three months after its introduction date. When a matter has been especially assigned to be taken up at a fixed time, or at certain stage of proceedings, such matter **is**~~shall~~, at the appointed time or at any subsequent time, ~~be~~ in order upon the call of any member, and take**s** precedence over all other business.

(~~c~~**g**) Any member may make a parliamentary inquiry of the ~~chairman~~ **presiding officer** at any time during the meeting.

(~~d~~**h**) Any member may make a point of order without a second at any time. The presiding officer may speak to points of order in preference to other members and shall decide all such questions, subject to appeal to the city council ~~by motion duly seconded, and no other business shall be in order until the question on the appeal has been decided~~.

(~~b~~**i**) No appeal from any decision of the presiding officer ~~shall~~ **will** be entertained unless it is seconded, and no other business ~~shall be~~ **is** in order until the question on appeal has been decided. The question on the appeal is not debatable and ~~shall~~

~~be~~ **is** put as follows: "Shall the decision of the chair stand as the judgment of the city council?" ~~It shall be~~ **The question is** deemed to be decided in the affirmative unless a majority of the votes given are to the contrary.

(~~e~~**j**) When the previous question is moved by any member, all debate on the main question ~~shall be~~ **is** suspended immediately and the presiding officer shall put the question in the following form: "The previous question is moved on (specifying the motion on which the previous question is demanded). As many as are in favor of ordering the previous question will so indicate." If four members vote "aye," the affirmative has it, the previous question is ordered, and the ~~chairman~~ **presiding officer** will proceed immediately to put to a vote the question on which the previous question was ordered. If less than four members so indicate, the negative has it, the motion is lost, and the question reverts to the immediately pending question which is again open to debate and amendment as if the previous question had not been demanded.

(k) Any member may propose amendments to any business before the council, including ordinances and resolutions upon introduction. No motion or proposition of a subject different from that under consideration ~~shall~~ **may** be admitted under color of an amendment. ~~(a)~~ A motion to amend an amendment ~~shall~~ **may** be in order, but a motion to amend an amendment to an amendment ~~shall~~ **will** not be entertained.

(~~i~~**l**) Any previous vote may be rescinded by **a** vote of four members ~~of the city council~~ at any time, provided the subject matter has not passed out of the control of the city council.

(~~g~~**m**) **Reconsideration.**

~~Except as otherwise provided, no resolution or ordinance shall be reconsidered on the day upon which the final vote was taken. A member who voted on the prevailing side may:~~

~~(1) On the day upon which final vote was taken, give and have entered in the minutes a notice of intention to move a reconsideration at the next city council meeting.~~

~~(2) On the day immediately following the vote on a resolution or ordinance, give the city clerk written notice of reconsideration.~~

(1) Notice of reconsideration may be provided by a member who voted on the prevailing side during the same meeting the vote was taken. If the notice is provided at the same meeting the motion for reconsideration is being taken up, any member may move a reconsideration of the question and the affirmative votes of four members of the city council, excluding the mayor, approves the motion to reconsider.

(2) Notice of reconsideration, with the intent to reconsider at the next regular meeting, may be provided by a member who voted on the prevailing side during the same meeting the vote was taken or by providing the city clerk written notice of reconsideration on the day immediately following the vote. If notice was provided prior to the meeting the motion for reconsideration is being taken up, any member may move reconsideration of the question, and a simple majority may approve the motion.

~~When such notice is given, any member may at the next city council meeting move a reconsideration of the question. The affirmative votes of four members of the city council, excluding the mayor, may order a reconsideration taken up at the same meeting that notice of reconsideration is given.~~

The motion for reconsideration opens for debate, and the question to be considered ~~shall have~~**has** precedence over every other motion except the motion to adjourn. When a motion is reconsidered, that vote is canceled as though it had never been taken. When a majority votes to reconsider, the question immediately recurs upon the question reconsidered. There ~~shall~~ **can** be but one reconsideration~~, even though the action of the city council after reconsideration is opposite the action of the city council before reconsideration~~.

(n) In all matters of parliamentary procedure not covered by this section, the most current edition of Robert's Rules of Order, Newly Revised, ~~shall be~~ **is** applicable and govern**s**. In those cases where Robert's does not address the question before the ~~chair~~ **presiding officer** in sufficient detail to assist in the resolution of the question, the city council ~~shall~~ **will** be guided by parliamentary law as it may be collected from the best authorities.

(o) The city council rules and order of business ~~shall~~ **will** be observed in all cases unless suspended temporarily for good cause by a vote of five members present. Any member may move at any time for the suspension of any rule, and such motion must be seconded to entitle it to consideration.

(p) If any member, in speaking or otherwise, transgresses the rules of the city council, the presiding officer shall, or any member may, call ~~him~~ **them** to order; in which case the member so called to order shall immediately cease discussion unless permitted by the presiding officer to explain; and the city council, if appealed to, shall decide the question without debate. If the decision is in favor of the member so called to order, ~~he~~ **they** shall be at liberty to proceed; if otherwise, ~~he~~ **they** shall not proceed without leave of the city council to proceed in order.

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

_____
Mindy O'Neall, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

_____
D. Danyielle Snider, MMC, City Clerk

APPROVED AS TO FORM:

_____
Thomas A. Chard II, City Attorney

City of Fairbanks Mission Statement: To provide quality essential services to all City residents to ensure Fairbanks is a vibrant place to live, work, thrive, and visit.

2027 Financial Goals

2027 Projected Revenue: $52,626,264

1. How much of the 2026 revenue do you want to keep in reserve? _____
2. How much (if any) of the 2026 revenue do you want to put towards unassigned capital?_____
3. How much (if any) of the 2026 revenue do you want to put into the permanent fund?_____

Service Levels

To help determine core service levels for Target Based Budgeting, please think about our current service levels, fiscal constraints, the City's mission statement, and your fiscal goals for the City when setting your service level priorities. This should be broad strokes painting the big picture. For example: If we increased legal services, we might be able to prosecute property crimes that the State is not, making the City a more vibrant place.

Mayor's Office

- Administration Service Level: Reduce Maintain Increase
- HR Service Level: Reduce Maintain Increase
- Risk/Purchasing/Code Enforcement Level: Reduce Maintain Increase
- Housing/Reentry/Crisis Now Service Level: Reduce Maintain Increase

Legal

- Legal Service Level: Reduce Maintain Increase

City Clerk

- Clerk Service Level: Reduce Maintain Increase
- Cashier Service Level: Reduce Maintain Increase
- Records Management Service Level: Reduce Maintain Increase

Finance

- Financial Service Level: Reduce Maintain Increase

Information Technology

- Information Technology Service Level: Reduce Maintain Increase

General

- Distributions: Reduce Maintain Increase
- Facility Maintenance: Reduce Maintain Increase

Police

- Patrol Service Level: Reduce Maintain Increase
- Investigations Service Level: Reduce Maintain Increase
- Evidence Service Level: Reduce Maintain Increase

FECC

- Dispatch Level of Service: Reduce Maintain Increase

Fire

- Suppression Service Level: Reduce Maintain Increase
- EMS Service Level: Reduce Maintain Increase
- Fire Prevention Service Level: Reduce Maintain Increase
- Community Paramedic Service Level: Reduce Maintain Increase

Public Works

- Snow Removal Service Level: Reduce Maintain Increase
- Road Maintenance Service Level: Reduce Maintain Increase
- Mechanical Maintenance Service Level: Reduce Maintain Increase
- Garbage Collection Service Level: Reduce Maintain Increase

Engineering

- Engineering Service Level: Reduce Maintain Increase

Building

- Permitting Service Level: Reduce Maintain Increase
- Inspection Service Level: Reduce Maintain Increase
- Abatement Service Level: Reduce Maintain Increase

ARTICLE III. SALES AND EXCISE TAX REQUIREMENTS

Sec. 74-40. Definitions.

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

Buyer means, without limiting the scope thereof, any person or entity that purchases or contracts to purchase any product **or service**.

Certification of registration means the certificate issued by the chief financial officer under section 74-41.

Chief financial officer (CFO) means the Chief Financial Officer of the City of Fairbanks or designee.

City means City of Fairbanks.

Consideration means anything of value, including but not limited to money, credit, rights, goods, services, and property, received by a seller from a buyer.

Direct-buying retailer means a person who is engaged in the sale of products at retail in the city, and who brings products into the city or causes products to be brought into the city.

~~*Discount* means a two percent reduction of taxes due to the city if the seller submits a sales tax return and pays the tax due pursuant to the deadline set forth in section 74-44(e).~~

Distributor means any person or entity that:

(1) Brings products, has products brought, or causes products to be brought into the city and who sells or distributes products to others for resale in the city; or

(2) Ships or transports products to a retailer in the city for sale by the retailer.

Estimated tax means the tax determined under section 74-45.

Nontaxable sales mean any sale made within the city that is exempt from levied taxes.

Person includes an individual, company, partnership, limited liability partnership, joint venture, joint agreement, limited liability company, association (mutual or otherwise), corporation, estate, trust, business trust, receiver, trustee, syndicate, direct-buying retailer, distributor, or any combination acting as a unit.

Qualified dealer means a person who refines, imports, manufactures, produces, compounds, or wholesales a product.

Received means **postmarked or** ~~date stamped~~ **received** by the city clerk's office by the 15th following the month being reported. ~~Postmarked is not considered received.~~

Resale means the act of selling to any person or entity for reselling.

Retail sales mean the transfer of any product to any consumer for any consideration.

Retailer means a person in the city who is engaged in the business of selling products at retail.

Sale made within the city means any retail sale where:

(1) The buyer takes possession of, or title to, the purchased product within the city; and/or

(2) The seller receives consideration for the purchased product within the city.

Sales tax return means the monthly filing form provided to sellers by the city, signed and dated by the seller or their designee, detailing any gross sales, exemptions, ~~discounts,~~ penalties, credits, and taxes due.

Seller means any person, distributor, or any other entity that sells, rents, or contracts to sell to a buyer.

State of Alaska license means:

(1) Alcoholic beverage—State license or permit as required by AS 43.70 and AS 04.11

(2) Room rental—State license as required by AS 43.70

(3) Tobacco products—State license as required by AS 43.70 and AS 43.50

(4) Marijuana—State license as required by AS 43.70 and AS 17.38

(5) Gasoline—State license as required by AS 43.70, AS 43.40.100(3) and 15 AAC 40.600.

Tax means amount levied for alcoholic beverage, room rental, tobacco, marijuana, and gasoline sales as set forth in this chapter.

Taxable sales mean any sale made within the city that is not exempt from levied taxes.

Unremitted tax means:

(1) Any tax not remitted to the city that a seller is required by this chapter to collect from a buyer, notwithstanding whether the seller actually collects such tax from a buyer; and

(2) Any estimated tax not remitted to the city.

Wholesale price means the established price for which a distributor sells products to a retailer.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-41. Seller registration and certification.

(a) All sellers subject to this article must possess a current certificate of registration ~~for the purpose of collecting and remitting tax~~ prior to engaging in any sales, commencing business, or opening additional places of business within the city.

(b) All sellers requiring a certificate of registration under subsection (a) of this section must possess a current State of Alaska license(s) as defined in section 74-40 and a current City of Fairbanks business license. All sellers must provide the city with the respective business license numbers.

(c) Upon receipt of a properly executed application for the certificate of registration, on a form prescribed by the CFO, the CFO will issue, without charge to the seller, a certificate of registration. The certificate of registration must bear the name of the seller and the address of the registered place of business. The certificate must be prominently displayed at the place of business with all business licenses.

(d) The certificate of registration is neither assignable nor transferable. The seller must immediately surrender the certificate to the CFO **or notify the CFO in writing** if the seller ceases to do business at the location named on the certificate, or if the seller otherwise sells, assigns, transfers, conveys, or abandons the seller's business to any person or entity. When there is a change of address for the seller's place of business, a new certificate of registration is required bearing the same registration number but showing the new location address.

(e) A seller must submit ~~an updated~~ **a new** application as prescribed by the CFO upon any change in form of ownership, business name, or contact information. The CFO, after receipt of the updated application, will determine whether a new certificate of registration should be issued. If a new certificate of registration is

issued, the seller must first surrender the prior certificate of registration to the CFO before taking possession of the new certificate.

(f) The CFO may revoke a certificate of registration if a seller fails to comply with any of the provisions of this article. A seller may not engage in taxable sales while the certificate of registration is revoked.

(g) Any seller who violates any requirement of this section is subject to the penalties provided under this article. The city is also entitled to injunctive relief to prevent the seller from engaging in sales until the seller complies with the requirements of this section.

(h) Any entity acquiring an ownership interest in an ongoing business or the accounts receivable of a business, whether by purchase, assignment, foreclosure, relinquishment, or otherwise, is liable for the payment of taxes, penalties, and interest accruing and unpaid to the city on account of the operation of the business by the former owner.

(i) ~~A person or entity issued a temporary certificate of registration is subject to this article for the month of issuance.~~

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-42. Retailer not to assume tax.

No retailer may advertise, hold out, or state to the public or to any buyer, directly or indirectly, that the tax or any part of the tax imposed by this chapter will be assumed or absorbed by the retailer, that the tax will not be added to the sale, or that the tax will be refunded. No retailer may assume, absorb, or fail to add the tax or any part of the tax to a taxable sale, or refund any pretended tax to the buyer, or fail to separately state the tax to the buyer.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-43. Segregation of taxes collected.

Upon collection by the retailer of the taxes imposed in this chapter, title to the collected taxes vests in the city. Pending transmittal to the city, the retailer must hold the tax funds in trust for the benefit of the city.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-44. Sales tax returns; transmittal; and payment of taxes due.

(a) Every seller ~~possessing a current certificate of registration~~ **subject to this article** must, on or before the ~~last business~~ **15th** day of each month, file a properly completed sales tax return for the preceding month upon forms furnished by the CFO and remit payment for taxes due. The form must provide the following:

(1) The amount of sales made within the city as defined in section 74-40.

(2) The amount received from nontaxable sales.

(3) The amount received from all taxable sales.

(4) The amount of tax.

(5) Other information and supporting papers as the CFO may require.

(b) Every seller ~~holding a certificate of registration~~ **subject to this article** in the city must sign and transmit the return together with taxes collected to the city on or before the proper date.

(c) A report must be filed by every seller ~~possessing a current certificate of registration~~ **subject to this article** even if the seller has not engaged in taxable retail sales during the reporting period.

(d) All returns must be **postmarked or** received by the city clerk's office no later than 4:00 p.m. on the ~~last business~~ **15th** day of the month following tax collection. ~~Postmarks will not be considered as the receipt date~~.

(e) ~~A two percent reduction in the taxes due will be applied if the sales tax return and payment in full is received by 4:00 p.m. on the 15th day of the month following tax collection. If the 15th day of the month falls on a city-observed holiday or a weekend, the sales tax return and payment must be received by 4:00 p.m. on the last business day immediately preceding the 15th to be eligible for the two percent reduction.~~

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-45. Estimated tax.

If the city is unable to ascertain the tax due to be remitted by a seller by reason of the failure of the seller to keep accurate books, allow inspection, failure to file a return, or falsification of records the city may make an estimate of the tax due based on any available evidence. Notice of the city's estimate of taxes due must be mailed to the seller. Unless the seller files an accurate monthly report covering the time period subject to the city's estimate or files a written appeal within 30 days of the mailing of the city's estimate, the city's estimate becomes final for the purpose of determining the seller's tax liability.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-46. Administrative appeals.

(a) A seller or buyer may appeal to the mayor any estimated tax, penalties, costs, fees, or other decision under this article made by the CFO. Any appeal must be filed within 30 days after the notice of any decision is mailed to the seller or buyer. The failure to appeal a decision of the CFO renders the decision final.

(b) The appeal must state the legal and factual basis for the appeal and include all written evidence relevant to the appeal within the appellant's possession. If the appeal raises relevant questions of fact, the mayor will conduct a hearing. At the hearing, the parties have the right to present testimony and cross-examine witnesses. The mayor will then issue a written or recorded decision that includes findings of fact.

(c) An administrative appeal decision by the mayor will be enforced under this article unless stayed by court order or by agreement of the city and appellant. The mayor's final decision may be appealed to the superior court pursuant to the Alaska Rules of Appellate Procedure.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-47. Presumption; credit.

(a) Every sale made within the city, unless explicitly exempted, is presumed to be subject to the tax imposed under this chapter in any action to enforce the provisions of this article.

(b) A credit will be allowed for taxes erroneously collected. Such credit will be made by the CFO after receipt and review of documentation and amended return supporting such request. Upon receipt of such documentation, the CFO will examine the documentation and submit a written decision within 15 days.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-48. Confidential information.

(a) All returns filed with the city for the purpose of complying with the terms of this article and all data obtained from such returns are confidential, and such returns and data obtained from such returns will be kept from inspection of all persons except the CFO, the city clerk, and the city attorney. Upon the advice of the city attorney, the CFO may present to the finance committee or city council in private sessions assembled, any return or data obtained from such returns.

(b) It is unlawful for any city employee to publicly divulge any financial information obtained from any return filed with the city or from any data obtained from any such returns unless authorized by the seller or unless the person receiving such information is permitted to view such returns under the terms of this article.

(c) It is the duty of the CFO to safely keep the returns referred to in this article and all data taken from such returns secure from public and private inspection as provided in the article. The CFO may, after three years from the date any such return has been filed, destroy the return.

(d) The use of such returns in a criminal or civil action brought to enforce the terms of this chapter against any person is not a violation of this article. The city in the prosecution of any such action may allege, prove, and produce any return filed by and on behalf of the defendant, including any data obtained from such return.

(e) Nothing in this article will be construed to prohibit a seller or their duly authorized representative from receiving a copy of any return or report filed by the seller, or to prohibit the publication by the city of statistics classified to prevent the identification of particular reports or returns.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-49. Recordkeeping duty; investigation.

(a) A seller must keep complete and accurate books, records, and accounts showing all inventory purchases and gross receipts for all sales made within the city for a period of three years from the date of each sale. In addition to all record keeping requirements under this article, a seller must maintain all written and electronic records relating to any sale for a period of three years after such sale, including but not limited to:

(1) All local, state, and federal tax reports and forms;

(2) All accounting records;

(3) All sales receipts; and

(4) All documentary evidence supporting any exemption.

(b) Upon reasonable notice, a seller must make all records and materials specified in subsection (a) of this section available for inspection by the CFO or authorized representative during customary business hours.

(c) The CFO may conduct random audits of a seller's monthly reports by examining any of the records and materials specified in subsection (a) of this section and other data deemed necessary.

(d) For the purpose of ascertaining the correctness of a return or for the purpose of determining the amount of tax collected or which should have been collected by any person, the CFO or mayor may hold investigations and hearings concerning any matters covered by this article and may examine any relevant books, papers, records, or memoranda of any such person, and may require the attendance of such person, or any officer or employee of such person. The mayor has the power to administer oaths to such persons. The mayor will issue all formal subpoenas to compel attendance or to require production of relevant books, papers, records, or memoranda.

(e) All subpoenas issued under the terms of this article may be served by any person. The fees of witnesses for attendance and trial will be the same as the fees of witnesses before the superior court, such fees to be paid when the witness is excused from further attendance. When a witness is subpoenaed at the instance of any party to any such proceeding, the mayor may require that the cost of service of the subpoena and the fee of the witness be borne by the party at whose instance the witness is summoned. In such case, the mayor may, at ~~his~~ **their** discretion, require a deposit to cover the cost of such service and witness fees. A subpoena issued will be served in the same manner as a subpoena issued by a court of record.

(f) The superior court, upon the application of the mayor, is empowered to compel obedience to such subpoena and compel the attendance of witnesses, the production of relevant books, papers, records, or memoranda, and the giving of testimony before the city attorney or any duly authorized representative in the same manner and extent as witnesses may be compelled to obey the subpoenas and order of the court. For purposes of this section, the term "witness," in addition to any person covered under the terms of this article, includes any person or entity with knowledge or information relevant to sales made under this article.

(g) The mayor, or any party in an investigation or hearing before the mayor, may cause the deposition of witnesses residing within or outside the state to be taken in the manner prescribed by law for like depositions in civil actions in courts of this state and, to that end, compel the attendance of witnesses and the production of relevant books, papers, records, or memoranda.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-50. Additional recordkeeping duty; distributor.

(a) In addition to the requirements in section 74-49, a distributor must keep a complete and accurate record of all products manufactured, purchased, or acquired. The records, except in the case of a manufacturer, must include:

(1) A written statement containing the name and address of the seller and the purchaser;

(2) The date of delivery;

(3) The quantity and type of products;

(4) The trade name and brand; and

(5) The price paid for each brand of product purchased. The distributor must keep such other records as the CFO prescribes. All statements and records required by this section must be preserved for three years and must be offered for inspection upon demand by the city.

(b) A distributor may not issue or accept a written statement that falsely indicates the name of the customer, the type of merchandise, the price, the discounts, or the terms of sale.

(c) Where an invoice is given or accepted by a distributor:

(1) A statement that makes the invoice a false record of the transaction may not be inserted in the invoice; and

(2) A statement that should be included in the invoice may not be omitted from the invoice if the invoice does not reflect the transaction involved without the statement.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-51. Recovery of taxes.

(a) Taxes due but not paid may be recovered by the city by legal action against the buyer or distributor. Taxes collected or owed but not transmitted may be recovered by an action against the seller, and sales tax returns will be prima facie proof of taxes collected but not transmitted.

(b) The city may file a civil action against any seller or buyer for recovery of any tax, unremitted tax, penalties, interest, costs, and fees that have not been paid or remitted when due.

(c) Any person who holds an ownership interest in a seller, or any person who is an agent of the seller, is personally liable for all taxes, penalties, and interest due from such seller.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-52. Tax lien.

(a) Any tax, unremitted tax, penalties, interest, costs, and fees that this chapter requires a seller or buyer to pay, or remit constitutes a lien in favor of the city upon all assets, earnings, revenue, and property of the seller, other persons liable under subsection 74-51(c), or the buyer. This lien arises when any such payment or remittance is not made when due and continues until the payment or remittance is fully satisfied through execution, foreclosure sale, or any other legal means. This lien is not valid against a mortgagee, pledgee, purchaser, or judgment creditor until notice of the lien is recorded in the office of the district recorder for the fourth judicial district.

(b) When recorded, a lien authorized under this section has priority over all other liens except those for property taxes and special assessments and all liens perfected before the recording of the sales tax lien for amounts actually advanced before the recording of the sales tax lien and mechanics' and materialmen's liens which have been recorded before the recording of the sales tax lien. Upon such filing, the lien is superior to all other liens except as otherwise provided by state or federal law.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-53. Foreclosure.

(a) Delinquent sales tax liens on real property may be enforced by quarterly foreclosures on March 31, June 30, September 30, and December 31.

(b) Tax liens will be foreclosed in the manner provided for in sections 58-49 through 58-61.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-54. Interest rate; administrative costs.

(a) A simple interest rate of one and one-quarter percent per month, or a lesser rate if required by state law, will accrue on all unremitted taxes, not including penalty and administrative fees, from the original due date provided under this section until remitted in full.

(b) In addition to penalties imposed under this article, a seller must pay any administrative fees, outside collection agency fees, attorney fees, and other costs and fees incurred by the city or its agent(s) in connection with any collection, or attempted collection, from the seller of any unremitted tax, unpaid interest, or unpaid penalties due under this article.

(c) The city will apply a seller's payment in the following order: first to any unpaid administrative fees, outside collection agency fees, attorney fees, and other collection costs and fees; second to any unpaid penalties; third to any unpaid interest that has accrued on un-remitted taxes; and fourth, to the principal of any un-remitted taxes.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-55. Penalty for violations.

(a) A seller who has made sales in the city and who thereafter fails to file a sales tax return or remit the collected tax as required by this article will incur a civil penalty of $100.00 if the return or the tax payment is received later than the due date set forth in subsection 74-44(d) and will incur a civil penalty of $1,000.00 if the return or the tax payment is received later than the last business day of the month following the month in which it was due.

(b) A seller who does not provide required records upon request as listed in section 74-49 and 74-50 will incur a civil penalty of $1,000.00.

(c) A seller who fails to collect taxes as required by this chapter will incur a civil penalty of double the tax which should have been collected.

(d) Any person who makes any false statement to a seller or to the CFO or mayor which is material in determining whether a sale is taxable under this chapter is guilty of a misdemeanor and will be punished as provided in section 1-15.

(e) Any seller and any officer of a corporate seller failing to file a certificate of registration or failing to furnish the data required in connection with such certificate or failing to display or surrender the certificate of registration as required by this article or attempting to assign or transfer such certificate is guilty of a misdemeanor and will be punished as provided in section 1-15.

(f) Any person who violates any provisions of this article other than those contained in subsections (a) through (c) of this section is punishable as provided in section 1-15. A separate offense will be deemed committed upon each day of a continuing violation.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-56. Collection policy.

It is the policy of the city that delinquent taxes will be promptly collected without offset, compromise, or time extensions for payment.

(Ord. No. 6172, § 1, 7-1-2021)

Sec. 74-57. Rules and regulations.

(a) The mayor is empowered to enact rules and regulations to implement the sales tax levied under this chapter.

(b) The CFO will take all lawful and necessary actions to administer this chapter including, but not limited to, adopting, and revising procedures, fees, and written guidelines for the determination of the taxability of sales.

(c) The CFO may also take other lawful actions to administer this chapter including, but not limited to, issuing written determinations of the taxability of specific sales upon request and contracting services for collection of delinquent accounts.

(d) With the approval of the CFO, the finance department staff will prepare, implement, and revise forms for the administration of this chapter.

(Ord. No. 6172, § 1, 7-1-2021)

Secs. 74-58—74-65. Reserved.

Fairbanks City Council
2025-2026 Board/Committee Assignments

Jerry Cleworth, Seat A	Finance Committee
Valerie Therrien, Seat B	Permanent Fund Review Board Legislative Information Committee
Sue Sprinkle, Seat C	Finance Committee FNSB Economic Development Commission
Cystal Tidwell, Seat D	Finance Committee FAST Planning Policy Board
Lonny Marney, Seat E	Discretionary Fund Committee Explore Fairbanks Board of Directors Fairbanks Diversity Council
John Ringstad, Seat F	Legislative Information Committee FNSB-COF Chena Riverfront Commission