

#### FAIRBANKS CITY COUNCIL AGENDA NO. 2025-21

#### **REGULAR MEETING – NOVEMBER 10, 2025**

MEETING WILL BE HELD VIA **ZOOM WEBINAR** AND AT FAIRBANKS CITY COUNCIL CHAMBERS

#### 800 CUSHMAN STREET, FAIRBANKS, ALASKA

#### **WORK SESSIONS**

- 5:15 p.m. Explore Fairbanks Annual Report and Presentation to the Council (15-minute presentation with 15-minute Q&A)
- 5:50 p.m. Fairbanks Economic Development Corporation Annual Report and Presentation to the Council (15-minute presentation with 15-minute Q&A)

#### **REGULAR MEETING**

6:30 p.m.

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

Consent agenda items are indicated by asterisks (\*). Consent agenda items are considered together unless a councilmember requests that the item be returned to the general agenda.

Ordinances on the approved consent agenda are automatically advanced to the next regular meeting for second reading and public hearing. All other items on the approved consent agenda are passed as final.

#### 7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

\*a) Regular Meeting Minutes of October 27, 2025

#### 8. SPECIAL ORDERS

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

Lic.#	DBA	License Type	Licensee	Address
12325	GOOD Cannabis	Retail Marijuana Store	Good, LLC	356 Old Steese Highway
14467	Tanana Herb Company, LLC	Standard Marijuana Cultivation Facility	Tanana Herb Company, LLC	1200 Well Street
15800	Baked Alaska, LLC	Marijuana Product Manufacturing Facility	Baked Alaska, LLC	2745 Hanson Road, Unit B
15814	Tanana Herb Company, LLC	Retail Marijuana Store	Tanana Herb Company, LLC	1200 Well Street
16091	Tanana Herb Company, LLC	Marijuana Concentrate Manufacturing Facility	Tanana Herb Company, LLC	1200 Well Street

#### 9. MAYOR'S COMMENTS AND REPORT

a) Special Reports

#### 10. COUNCILMEMBERS' COMMENTS

#### 11. UNFINISHED BUSINESS

#### 12. NEW BUSINESS

\*a) Resolution No. 5192 – A Resolution Stating the City of Fairbanks Legislative and Capital Priorities for 2026. Introduced by Mayor O'Neall.

- \*b) Ordinance No. 6329 An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the AFL-CIO Crafts Council. Introduced by Mayor O'Neall.
- \*c) Ordinance No. 6330 An Ordinance Amending the Collective Bargaining Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union (FFU) IAFF Local 1324. Introduced by Mayor O'Neall.

#### 13. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- \*a) 2026 City Council Meeting Schedule
- \*b) Councilmember Appointments to City and Community Boards and Commissions
- \*c) Permanent Fund Review Board Meeting Minutes of July 30, 2025
- \*d) Chena Riverfront Commission Special Meeting Minutes of June 10, 2025
- \*e) Chena Riverfront Commission Meeting Minutes of July 23, 2025
- \*f) Clay Street Cemetery Commission Meeting Minutes of October 1, 2025
- 14. COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS
- 15. CITY CLERK'S REPORT
- 16. CITY ATTORNEY'S REPORT
- 17. EXECUTIVE SESSION
- 18. ADJOURNMENT



## FAIRBANKS CITY COUNCIL REGULAR MEETING MINUTES, OCTOBER 27, 2025 FAIRBANKS CITY COUNCIL CHAMBERS 800 CUSHMAN STREET, FAIRBANKS, ALASKA

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

Councilmembers Present: Jerry Cleworth, Seat A

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

Absent: None

Also Present: Mindy O'Neall, Mayor-Elect

D. Danyielle Snider, City Clerk Thomas Chard, City Attorney Michael Sanders, Chief of Staff

Margarita Bell, Chief Financial Officer Jake Merritt, Human Resources Director

Ron Dupee, Police Chief

Richard Sweet, Deputy Police Chief

Andrew Coccaro, Fire Chief

Jeremiah Cotter, Public Works Director

Robert Pristash, City Engineer

Kristi Merideth, FECC Manager (remotely) Brenda McFarlane, Crisis Now Coordinator Lauryn Schloemer, Executive Assistant

#### **INVOCATION**

The invocation was given by City Clerk Danyielle Snider.

#### **FLAG SALUTATION**

At the request of Mayor Pruhs, Chief of Staff Michael Sanders led the flag salutation.

#### **CITIZENS' COMMENTS**

Mayor Pruhs called for comments and hearing none, declared Citizens' Comments closed.

#### APPROVAL OF AGENDA AND CONSENT AGENDA

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

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

Clerk Snider read the consent agenda into the record.

#### APPROVAL OF MINUTES OF PREVIOUS MEETINGS

a) Regular Meeting Minutes of October 13, 2025

APPROVED on the CONSENT AGENDA

#### MAYOR'S COMMENTS AND REPORT

**Mayor Pruhs** asked Chief of Staff Michael Sanders to provide an update on the AFL-CIO contract negotiations. M. Sanders reported that all parties had met earlier in the day and that a tentative agreement on all items would be discussed later during the Executive Session. He also shared details about the public Trick-or-Treat event planned at City Hall for Halloween.

#### **COUNCILMEMBERS' COMMENTS**

**Mr.** Cleworth stated that it had been his pleasure to serve with Mayor Pruhs during his three-year term as mayor as well as for six years as a Councilmember. He spoke of Mayor Pruhs' love and commitment to the City and of his family's legacy of civic engagement and community involvement. He read the following excerpt from the City Clerk's recent quarterly report:

"To Mayor Pruhs:

It has been a privilege to work alongside you over the years—from your early service on the Clay Street Cemetery Commission more than a decade ago, to your two terms on the City Council, and most recently, during your three years as Mayor.

I've truly admired the unique perspective and exuberance you have brought to the mayoral role, both in day-to-day operations and during public meetings. Your commitment to the City has been clearly reflected in the hard work you've put in and the many accomplishments achieved during your mayoral term. You have been a strong advocate for the Clerk's Office, and I deeply appreciate the support and kindness you've extended to me and my team throughout your service.

I hope to continue to see you around these halls...or at the public testimony microphone. I wish you all the best in your next adventure. ~Dani"

Mr. Cleworth concurred with the excerpt and reiterated appreciation for Mayor Pruhs' service.

**Ms.** Therrien gave a land acknowledgement. She noted that she had served four years on the Council with then-Councilmember Pruhs and for the past year of his mayoral term. She expressed

her belief that he had done an excellent job with downtown improvements and initiatives, especially with the added seasonal police officers for the core downtown area.

Ms. Sprinkle acknowledged that while they had their occasional moments, she really liked working with Mayor Pruhs and celebrated their accomplishments. She expressed appreciation for his commitment to always end on a friendly note and his support of her pursuing various projects.

**Ms. Tidwell** thanked Mayor Pruhs for laying the groundwork for what she believes will be a lot of future downtown development, such as the demolition of the Polaris Building, and for his focus on dilapidated properties. She expressed excitement for the future of Fairbanks and gratitude for the various committee assignments Mayor Pruhs had issued to her over the past few years.

**Mr.** Marney thanked Mayor Pruhs for his leadership and noted the positive direction the City had taken since he took office. He spoke of the positive momentum they are currently experiencing and expressed his desire to see that continue.

**Mr. Ringstad** stated he had no comments.

#### **CERTIFICATION OF 2025 REGULAR ELECTION AND OATHS OF OFFICE**

a) Certification of the 2025 Regular Election Results

Clerk Snider read the following into the record:

"We the undersigned members of the City Council of the City of Fairbanks, Alaska, in the meeting duly convened this 27th day of October 2025, do hereby certify that the attached election results are true and correct in all particulars:

That **MINDY O'NEALL**, having received a majority of the votes cast for CITY MAYOR, for a three-year term ending October 2028, is hereby declared elected as the Mayor of the City of Fairbanks.

That **SUE SPRINKLE**, having received a majority of the votes cast for CITY COUNCIL SEAT C, for a three-year term ending October 2028, is hereby declared reelected as a Member of the Fairbanks City Council.

That **CRYSTAL TIDWELL**, having received a majority of the votes cast for CITY COUNCIL SEAT D, for a three-year term ending October 2028, is hereby declared reelected as a Member of the Fairbanks City Council."

**Mr. Ringstad**, seconded by **Ms. Therrien**, moved to CERTIFY the 2025 Regular Election Results.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO CERTIFY THE 2025 REGULAR ELECTION RESULTS AS FOLLOWS:

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

NAYS: None

# **Mayor Pruhs** declared the MOTION CARRIED and the 2025 Regular Election results CERTIFIED.

Chief of Staff Michael Sanders stated that although Mayor Pruhs often asserted that he would be a boring mayor, he had done the exact opposite. He provided a thorough summary of Mayor Pruhs' accomplishments from a three-page list, including general City matters, downtown initiatives, recruitment and retention efforts across first responder departments, Public Works operations, City Hall renovations, the implementation of social services in the community, citizen engagement opportunities, and more. M. Sanders expressed appreciation for serving under Mayor Pruhs' leadership and presented him with a custom goldpan and flowers for Emily, his significant other.

**Ms.** Therrien provided a bottle of sparkling cider to commemorate the moment.

Mayor Pruhs stated that everything he had accomplished was due to the great people he had worked with across all City departments, highlighting M. Sanders' performance and dedication. He spoke of the positive working relationship between elected Councilmembers and City staff, mentioning several by name and adding personal notes for each. Mayor Pruhs discussed the uplifting experience of seeing citizens become involved in community matters. He declared that his time as mayor was the best he could have imagined and that more good days lay ahead.

At 6:58 p.m., Mayor Pruhs called for a brief transition recess. The meeting resumed at 7:03 p.m.

b) Oaths of Office and Seating of Elected Mayor and Councilmembers

Clerk Snider administered the Oaths of Office for Councilmember Sprinkle, Councilmember Tidwell, and Mayor Mindy O'Neall.

**Mayor O'Neall** expressed her appreciation to the citizens of Fairbanks for their confidence in her and stated that it was a pleasure to be sworn in as mayor. She shared that she had heard a great deal about the steadfast dedication of City staff and that she looks forward to working with everyone.

#### **NEW BUSINESS**

a) Resolution No. 5191 – A Resolution Designating Check Signing Authority for Banking, Investment, and Custodial Accounts of the City of Fairbanks, Alaska. Introduced by Mayor Pruhs.

APPROVED on the CONSENT AGENDA

#### WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

a) Fairbanks Diversity Council Meeting Minutes of September 9, 2025

ACCEPTED on the CONSENT AGENDA

#### COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

**Ms.** Therrien expressed a desire to continue serving on the Legislative Committee. She reported having solicited input from Councilmembers on legislative priorities and indicated that the Council should have the item on the agenda in time for the meeting with the Interior Delegation on November 24.

Ms. Sprinkle reported that the Chena Riverfront Commission had met to discuss bike paths and potential Department of Transportation upgrades along the Steese Highway. She shared that discussions between the Borough and Alaska Railroad regarding a walking path along the Chena River may be coming to an end. She stated that the Commission has a vacancy, open to any City resident. Ms. Sprinkle discussed the limited time scheduled for the upcoming annual presentations and Q&A sessions for Fairbanks Economic Development Corporation and Explore Fairbanks. She asserted that the time allotted is insufficient, especially given the amount of money both entities receive from the City. She acknowledged that things are going well with both organizations but that she would still love to see more time allotted for those important annual presentations.

**Mr.** Cleworth congratulated Mayor O'Neall, Ms. Tidwell, and Ms. Sprinkle and expressed the belief that everyone will continue to work well together. He asserted that Fairbanks is a great city to be the mayor of, with a great staff. He noted that because the City is financially sound it is spared from some of the problems other cities experience. He extended an invitation to Mayor O'Neall to call upon him for any help she may need. **Mr.** Cleworth discussed the significant drop in voter turnout for local elections since he first ran for City Council in the late 1980s, a drop of 37%, and added that the population remained fairly stagnant over that time period. He admitted that he did not know the reason why but that it would be an interesting topic to explore further.

Mr. Marney concurred with Mr. Cleworth, offering congratulations to Mayor O'Neall. He stated he looks forward to working together. He reiterated that he hopes to see the momentum continue.

**Ms. Tidwell** reported that the Economic Development Commission would meet the following day. She stated she is glad the Council makeup had not changed. She commented that the Council has enjoyed a positive working relationship over the past three years, and she looks forward to the future.

**Mr. Ringstad** noted that the first budget meeting is scheduled for the following Monday. He asked when the Council would receive Mayor's budget to review. Chief Financial Officer Margarita Bell stated that she intends to have the books ready by October 31.

**Ms.** Therrien noted that the Permanent Fund Review Board would meet on October 29 and that she would also like to continue to serve on that body. She indicated that she too was looking forward to working together with Mayor O'Neall and congratulated her on the election.

#### **CITY CLERK'S REPORT**

Clerk Snider congratulated Mayor O'Neall on her election and noted that the City Clerk's quarterly report had been sent to the Council the previous week. She shared that she is working on a report that outlines all the various Council board and commission appointments and that she would work with the mayor on the matter.

#### **CITY ATTORNEY'S REPORT**

Attorney Chard stated that he holds public service very highly in his mind and congratulated those beginning new terms of office. He reported that the Legal Department is fully staffed and that he would be bringing the new Deputy City Attorney to a meeting in the near future for introductions.

#### **EXECUTIVE SESSION**

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

Mayor O'Neall called for objection and, hearing none, so ORDERED.

**Mayor O'Neall** called for a brief recess at 7:17 p.m., after which the City Council, excluding Ms. Tidwell who had declared a conflict of interest at a past meeting, reconvened in Executive Session.

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

The Executive Session was entered at 7:28 p.m. Those present included: Mayor O'Neall, Mr. Cleworth, Ms. Therrien, Ms. Sprinkle, Mr. Marney, Mr. Ringstad, Clerk Snider, Attorney Chard, Chief of Staff Sanders, Chief Financial Officer Bell, Human Resources Director Merritt, and Public Works Director Cotter. The Executive Session ended at 7:49 p.m.

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

#### **ADJOURNMENT**

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

Mayor O'Neall called for objection and, hearing none, so ORDERED.

Mayor O'Neall declared the meeting adjourned at 7:51 p.m.

	MINDY O'NEALL, MAYOR
ATTEST:	
D. DANYIELLE SNIDER, MMC, CITY CLERK	
Transcribed by: CC	

800 Cushman Street Fairbanks, AK 99701



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

### **MEMORANDUM**

TO: Mayor O'Neall and City Council Members

FROM: D. Danyielle Snider, City Clerk

(18)

SUBJECT: Marijuana License Renewal Applications

DATE: November 5, 2025

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

Lic.#	DBA	License Type	Licensee	Address
12325	GOOD Cannabis	Retail Marijuana Store	Good, LLC	356 Old Steese Highway
14467	Tanana Herb Company, LLC	Standard Marijuana Cultivation Facility	Tanana Herb Company, LLC	1200 Well Street
15800	Baked Alaska, LLC	Marijuana Product Manufacturing Facility	Baked Alaska, LLC	2745 Hanson Road, Unit B
15814	Tanana Herb Company, LLC	Retail Marijuana Store	Tanana Herb Company, LLC	1200 Well Street
16091	Tanana Herb Company, LLC	Marijuana Concentrate Manufacturing Facility	Tanana Herb Company, LLC	1200 Well Street

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest a marijuana license renewal application after holding a public hearing. As required by FGC Sec. 14-214(b), I have sent written notice of the public hearing to the above-listed licensees. The 60-day response deadline to AMCO for these marijuana license renewal applications is November 28, 2025.

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

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

Introduced by: Mayor O'Neall Councilmember Therrien Councilmember Ringstad Date: November 10, 2025

#### **RESOLUTION NO. 5192**

# A RESOLUTION STATING THE CITY OF FAIRBANKS LEGISLATIVE AND CAPITAL PRIORITIES FOR 2026

**WHEREAS**, the City of Fairbanks appreciates any support and funding from the State of Alaska; and

**WHEREAS**, the City has identified the following legislative, operational, and capital priorities, and the public had an opportunity to hear about these priorities and to provide comment on the priorities at the regular City Council meeting of November 10, 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** that the 2026 legislative, operational, and capital priorities of the City of Fairbanks are as follows:

#### 2026 Priority Legislation

- 1. Update AS 40.25.110 to allow for fees to be applied for any video copying and/or editing required for a public records request.
- 2. Adjust legislation around child abandonment laws to allow for "baby boxes."

#### 2026 Operational Priorities

- 1. Maintain a PERS rate of 22% or less for municipalities.
- 2. Maintain a balance of \$90 million in the Community Assistance Fund.
- 3. Maintain SART funding for to help communities meet testing liabilities.
- 4. Require a natural gas line spur to Fairbanks at no expense to the community.
- 5. Allow Tier 1, 2, and 3 PERS retirees to continue to collect retirement if they return to work to fill critical shortages under Tier 4.
- 6. Mitigate municipalities' liability regarding the PFOS/PFOA ground water contamination and fund remediation efforts for PFOS/PFOA ground water contamination.
- 7. Prioritize the development and expansion of a crisis behavioral health system in the State of Alaska.

#### 2026 Capital Priorities

- 1. Provide \$800,000 for Alaska Land Mobile Radio (ALMR) compliant radios required by State of Alaska system upgrade.
- 2. Design and establish an Interior Alaska Regional Emergency Vehicle Operation Course track.
- 3. Provide \$1.5 million to refurbish the heating system in the historic City Hall.
- 4. Provide \$980,000 for event and emergency response barricades.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to send copies of this resolution to the Office of the Governor and the Interior Alaska Legislative Delegation.

**BE IT FURTHER RESOLVED** that this resolution is effective six days after adoption.

PASSED and APPROVED this 10th day of November 2025.

	Mindy O'Neall, Mayor
AYES: NAYS: ABSENT: APPROVED:	
ATTEST:	APPROVED AS TO FORM:
D. Danyielle Snider, MMC, City Clerk	Thomas Chard, City Attorney

Introduced by: Mayor O'Neall Date: November 10, 2025

#### **ORDINANCE NO. 6329**

#### AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE AFL-CIO CRAFTS COUNCIL

**WHEREAS**, the City of Fairbanks and the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) have been operating under the terms of the 2023-2025 Collective Bargaining Agreement, which will expire on December 31, 2025; and

**WHEREAS**, the City Administration and the AFL-CIO have reached a tentative agreement on terms of a replacement contract; and

**WHEREAS**, the City of Fairbanks 2026 operating budget will include the increased expenditures reflected in the attached fiscal note.

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

<u>Section 1</u>. The attached Collective Bargaining Agreement between the City of Fairbanks and the AFL-CIO, effective January 1, 2026, through June 30, 2028, is hereby ratified by the City Council.

<u>Section 2</u>. The City's 2026 operating budget will include the increased expenditures reflected in the attached fiscal note.

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

	Mindy O'Neall, City Mayor
AYES: NAYS: ABSENT: ADOPTED:	
ATTEST:	APPROVED AS TO FORM:
D. Danyielle Snider, MMC, City Clerk	Thomas A. Chard II, City Attorney

#### CITY OF FAIRBANKS **FISCAL NOTE** I. REQUEST: Ordinance or Resolution No: 6329 Abbreviated Title: AFLCIO COLLECTIVE BARGAINING AGREEMENT Department(s): **PUBLIC WORKS** Does the adoption of this ordinance or resolution authorize: 1) additional costs beyond the current adopted budget? Yes\_\_\_\_\_ 2) additional support or maintenance costs? If yes, what is the estimate? see below 3) additional positions beyond the current adopted budg Yes If yes, how many positions? If yes, type of positions?\_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary) II. FINANCIAL DETAIL: EXPENDITURES: 2026 2027 2028 **TOTAL** WAGES AND BENEFITS - JANUARY TO DECEMBER \$ 588,890 \$ 588,890 588,890 \$ 1,766,670 WAGES AND BENEFITS - JANUARY TO DECEMBER \$ 115,690 \$ 115,690 231,380 \$ WAGES AND BENEFITS - JANUARY TO DECEMBER 118,490 118,490 ANNUAL LEAVE ACCRUAL - PER HOUR 10,000 \$ \$ 30,900 10,300 10,600 CLOTHING, BOOT, & TOOL ALLOWANCES \$ 11.210 | \$ 11.210 | \$ 11.210 33.630 \$ ONE-TIME BONUS \$ 1,750 \$ 1,750 TOTAL \$ 611,850 | \$ 726,090 | \$ 844,880 | \$ 2,182,820 FUNDING SOURCE: 2026 2027 2028 TOTAL GENERAL FUND [PUBLIC WORKS] \$ 611.850 \$ 726.090 844.880 \$ 2.182.820 TOTAL 611,850 | \$ 726,090 844,880 | \$ 2,182,820 \$ This fiscal note provides the cost of the proposed AFLCIO negotiated collective bargaining agreement. The contract provides the following wage increases: \$2.00 to \$10.34 (4% to 19%) in Year 1; 2.2% CPI in Year 2; and 2.2% CPI increase in Year 3. The contract adds one new level for 3 Laborers and two new levels for 7 Operators (annual cost \$4,220 for level 1 and \$8,440 for level 2). Health care will be paid per hour versus a monthly payment which could cost up to \$50,900 for overtime hours (based on 2024) . AFLCIO members will earn annual leave hours per pay period versus annual hours converted per pay period. The contract increases allowances by \$100 for clothing, \$200 for boots, and \$50 for tools. The contract provides a one-time bonus for the Custodian in the amount of \$1,000 and Trades Specialist Forman in the amount of \$750 to provide a similar increase as other staff for Year 1 of the contract. The City will have additional costs for overtime, liability, and workers' compensation due to wage increases.

Initial \_\_\_\_\_mb

Date 11/3/2025

Reviewed by Finance Department:

# COLLECTIVE BARGAINING AGREEMENT Between

## THE CITY OF FAIRBANKS

and

# **FAIRBANKS AFL-CIO CRAFTS COUNCIL**

January 1, 2026 - June 30, 2028

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#### **AGREEMENT**

This Agreement, made and entered into effective January 1, 2026 between the City of Fairbanks, hereinafter referred to as "the City" or "Employer," and the Plumbers and Pipefitters Local #375, Laborers International Union of North America Local #942, International Union of Operating Engineers Local #302, Painters and Allied Trades Local #1959 Pacific Northwest Regional Council of Carpenters Local #1243, and International Brotherhood of Teamsters Local #959, known together, and hereinafter referred to as the "Fairbanks AFL-CIO Crafts Council" or "the Union(s)." The parties have mutually agreed as follows:

#### PURPOSE OF AGREEMENT

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

#### 1. DURATION, MODIFICATIONS AND CHANGES

#### 1.1 Effective Dates

This agreement shall become effective on January 1, 2026 and shall remain in effect until June 30, 2028.

#### 1.2 Modifications

- (a) Either party desiring a change or modification in this Agreement shall notify the other party in writing between 90 days and prior to the anniversary date of this Agreement. Upon receipt of such notice, negotiations shall begin within 15 days. Changes or modifications mutually agreed to may be made at any time during the life of the agreement subject to member ratification and City Council approval.
- (b) In the event that the parties commence negotiations for a new contract or for amendment of the current contract, each craft may have a negotiator present at negotiations. Three represented employees may attend such negotiations on duty, and others are free to attend if off duty on approved leave.

#### 1.3 Renewal

In the event that the termination date of this Agreement shall occur during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement shall be binding upon the parties until the renewal Agreement is negotiated and executed.

#### 2. <u>COVERAGE</u>

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

#### 3. <u>EMPLOYER-UNION RELATIONS</u>

#### 3.1 City Management

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

#### 3.2 Union and City Responsibilities

- (a) The Union assumes the responsibility to supply the City with competent qualified workers. The City may reject any employee it finds unsatisfactory for reasonable cause.
- (b) Neither the City, nor the Union shall discriminate against any employee on the basis of race, sex, sexual orientation, age, if the individual is 18 years of age or older, color, religion, disability, genetic information, marital status, sexual orientation, gender identity, or national origin or because of membership in or lawful activity on behalf of the Union. To the extent allowed by law, the City further agrees to give priority of hire and job tenure to residents of the Fairbanks area when such residents possess the requisite skills and abilities and are available. Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Union.

#### 3.3 Shop Stewards

The City will recognize four Shop Stewards, including one Teamster, one Operator, one Trade Specialist, and one Laborer. Stewards will be selected by the Union and recognized by the City as authorized representatives of the Employees or groups for whom they are selected. In the event that a Steward is selected by the City to be a step-up Foreman or is on absent from work for an extended period of time the Union shall have the right to select an alternate Steward. The Union shall notify the City within 24 hours as to the appointment or official status of any Shop Steward.

#### 3.4 Bulletin Boards

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

#### 3.5 Union Access

The authorized Union Business Representatives shall be granted access to the City's premises when any employees represented by this Agreement are on duty but shall not interfere with operations.

#### 3.6 Loyal and Efficient Service

The Union agrees that its members, who are employees of the City, shall individually and collectively perform loyal and efficient service and that they shall use their influence and best efforts to protect the property and interests of the City and to cooperate with the City to this end at all times.

#### 3.7 Craft Jurisdiction

It is agreed that work shall be assigned in accordance with craft jurisdiction. Any jurisdictional disputes between labor organizations affiliated with the AFL-CIO Crafts Council shall be settled in accordance with the rules and procedures established by the Council. However, it is recognized by the parties that conditions of public employment do not always permit work to be performed on the basis of strict craft lines.

- (a) Employees may be required to work out of classification for a period of up to, but not exceeding, three workdays in any one calendar month per classification (Trade Specialist, Operator, Teamster, and Laborer). If it is deemed that the project/work will take longer than three days, the City must contact the affected labor organization and mutually agree on an extension or request a member from the Union Hall with adequate job skills. Nothing in this subsection authorizes work to be performed in an unsafe manner in violation of Section 17.
- (b) It is also understood that to promote maximum efficiency on certain operations/projects, the composite crew concept may be employed by the City where it does not conflict with Section 3.7(a) above.
- (c) Periodic review of such work assignments shall be made for purposes of adjusting such assignments, as appropriate, to take care of changing needs.

#### 3.8 State and Federal Law

Any provision of the Agreement or subsequent amendments thereto, found to be in violation of any applicable State or Federal law shall be null and void, but all other provisions of the Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties agree to meet within 15 days and for a reasonable period thereafter until final

negotiations or appropriate substitute clauses have been ratified by the parties.

#### 3.9 Work Stoppage

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

#### 3.10 Work Study Program

The parties agree to adopt, via Letter of Agreement, a work study program for the Public Works Department similar to the programs adopted by other City Departments.

#### 4. **GRIEVANCE PROCEDURES**

#### 4.1 Intent

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

#### 4.2 Definition

A grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement. However, any dispute involving the commencement date or termination date of this contract shall not be considered a grievance, and shall not be submitted to the grievance-arbitration procedure set forth herein, but any such questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. A grievance may be initiated by the Union or the City as hereafter specified.

#### 4.3 First Step

When an employee has a grievance, the employee (accompanied by the steward, if the employee so chooses) shall verbally discuss the matter with the immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 30 calendar days after its occurrence or within 30 calendar days of the employee having, through the exercise of reasonable diligence, gained knowledge or should have gained knowledge, that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance shall be reduced to writing, signed by the employee, and presented to their immediate supervisor. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, their response to the grievance within three working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor shall be delivered to the Union, with a copy to the aggrieved employee(s), for further handling at the next step of this procedure.

#### 4.4 Second Step

If the grievance is not settled to the satisfaction of all concerned parties in the first step, the written grievance and response thereto, along with a written statement as to why the response to Step One was not acceptable, shall, within five working days, be delivered to the department head, who shall attempt to settle the grievance. If the grievance is not settled, the department head shall deliver their written response, with the original grievance and all previous responses attached, to the appropriate Union, to the President of the Fairbanks AFL-CIO Crafts Council and to the aggrieved employee(s) within five working days after the submission of the grievance. If the written answer of the department head is not satisfactory, then the employee shall have five working days to decide if they wish to appeal the grievance to the third step of this procedure.

#### 4.5 Third Step

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

#### 4.6 Arbitration

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

- (a) <u>ARBITRATOR SELECTION</u>. When a grievance is submitted to binding arbitration, the Union and the City shall meet at a mutually agreeable date and time, within 14 calendar days, to select an arbitrator.
  - (1) Upon the failure of the parties to agree upon an arbitrator, both parties

- agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven names of persons who are available for service as arbitrators.
- (2) Within five working days of receipt of the list, the City and the Union representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the Arbitrator.
- (b) <u>TIME LIMITS OF ARBITRATION.</u> Arbitration shall commence as soon as possible at a date and time acceptable to the parties and the arbitrator. The arbitrator shall make a written report of their findings to the Union and the City within 30 working days after the hearing is concluded, unless mutually agreed otherwise.
- (c) <u>RULES GOVERNING THE ARBITRATION</u>. Said arbitrator will be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association as amended. The decision of the arbitrator shall be final and binding on both parties to the dispute.
- (d) <u>IMPLEMENTATION OF DECISION</u>. The final decision of the arbitrator shall be implemented as soon as possible, but no later than 30 days after the final decision is rendered.
- (e) <u>AUTHORITY OF ARBITRATOR</u>. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. They shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. However, by mutual agreement of the City and the Union, the grievance procedure set forth above may be used in other matters.

#### 4.7 Separate Arbitrators

Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the Cityand the Union mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances filed over the same issue will be combined.

#### 4.8 Arbitration Expense

The City and the Union shall equally share the expense of the arbitrator and shall share equally the other expenses involved in such arbitration proceedings, including stenographic expenses, except each party shall bear the expense of their respective non-employee witnesses.

#### 4.9 Witness Expense

Any City employee called as a witness by either side will continue to receive their regular rate of pay while attending such hearings, not to exceed regular working hours. Should such meetings be scheduled outside of regular working hours, or

extended beyond such regular working hours, no compensation shall be paid by the City for the time outside such hours.

#### 4.10 Working Conditions/Award Limits

When any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined an employee has been discharged unjustly and without cause, the Arbitrator shall order the City to return the employee to their position without loss of seniority or pay.

#### 4.11 Default

In the event that the City fails to answer a grievance within the time required at any step of the Grievance Procedure, or the Union fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits to the grievance or arbitration procedures may be extended by mutual agreement. Grievances resolved by default cannot be the basis of establishing precedent for the settlement of any other grievances. No default may be declared unless the defaulting party has been given notice by the other party and a chance to correct the default.

#### 4.12 Origination Above First Step

Any grievance that originates from a level above the first step of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

#### 5. EMPLOYEE BENEFITS

#### 5.1 Retirement

Employees covered under this Agreement shall participate in their respective unions' retirement trust funds. The City agrees to contribute to the applicable trust funds the amount set forth in Schedule A for each compensable hour credited to employees for the purpose of retirement benefits as specified in said trust agreements. Contributions shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. It is understood and agreed that the contributions are to be computed solely on the total number of compensable hours. including personal leave and paid holidays, and are not to be included in wages or the computations of overtime. Except for the making of hourly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the trust funds, eligibility for employees to receive pension benefits, or future payment of pension benefits to retirees. The Union parties' further agree that the trustees named in each Unions' trust and their successors in trust are and shall be the parties representatives and consent to be bound by the actions and determinations of the trustees.

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

#### 5.2 Individual Records

The City agrees to make available to the employee and also, with the employee's permission, to the Union Business Manager or the Manager's appointed representative, the employee's individual records, upon reasonable notification.

#### 5.3 Health and Security

The City agrees to make hourly contribution, as set forth in Schedule A, to the respective Union Health and Welfare Trusts. Except for the making of hourly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the Health & Welfare Heath Trusts, eligibility for employees to receive plan benefits, or the level or terms of future plan benefits. The AFL- CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those successors in trust are and shall be the City's representatives and consent to be bound by the actions and determinations of the trustees. The City's contribution to each Union's respective Health and Welfare Trust will be as specified on Schedule A of this agreement and shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. It is understood and agreed that the contributions are to be computed solely on the total number of compensable hours, including personal leave and paid holidays, and are not to be included in wages or the computations of overtime.

#### 5.4 Prepaid Legal

The City agrees to participate in the various Union- Employer prepaid legal trust plans and to be bound by the Trust Agreements creating and controlling such plans, as may be amended from time to time. Contributions, in an amount designated by the participating crafts involved, shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. The contribution reduces the rate of that particular craft. Said contribution, and any subsequent increases in contributions, shall be deducted from the employee's negotiated wage.

#### 5.5 Physical Examinations

A yearly physical examination is offered to employees of the City for Interstate Commerce Commission (ICC) physicals. Physicals other than Commercial Driver's License (CDL) physicals are subject to the approval of specific application for such physical examination by the Mayor.

The Unions agree that the City may adopt a pre-employment "Fit for Duty" program.

When in the opinion of the City there arises specific questions as to the physical or mental ability of an employee to perform their normal work assignment, an appropriate examination may be ordered by the City. If such examination demonstrates, in the opinion of the examining medical professional, that the employee is physically or mentally incapable of performing their normal work assignment, the employee shall be allowed to seek a second opinion from a local licensed medical professional of their choice. If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a medical professional mutually agreeable to the City and the employee. The results of this third examination shall be final and shall be binding on both parties. The employer shall pay for first and third physical examinations and connected expenses involved with this section.

#### 5.6 Physical Condition

If an employee is prevented from performing their normal work assignment due to a physical condition, the City agrees to make an effort to place the employee in a classification the employee can perform within their craft under this agreement.

#### 5.7 Clothing and Tool Reimbursement

The City will compensate eligible permanent employees (employees working more than 1,000 hours per year) with a \$500 clothing allowance. Employees engaged in road oiling, sewer work, garbage collection, vehicle repair, and maintenance operations will also receive a \$500 boot allowance. Permanent mechanics will also receive a \$400 tool allowance. The allowances will be paid in a single lump sum with a separate check in July, without the need for employees to provide receipts.

- (a) Gloves and coveralls will be provided for employees engaged in road oiling, sewer work, garbage collection, vehicle repair, and maintenance operations, or other similar types of work.
- (b) A washer/dryer and detergent will be furnished by the employer for those employees wishing to launder the above-listed items of clothing during their off-duty hours or the employer may, at its option, provide cleaning for gloves and coveralls.

#### 5.8 Lockers

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

#### 6. WORKING RULES

#### 6.1 Work Week

(a) The work week for Specialized Trades shall consist of five consecutive 8-hour days, Monday-Friday, excluding a lunch break, with a regular start time of 8

- am. The start time, work week, and workday may be modified by mutual agreement between Specialized Trades personnel and the Public Works Director.
- (b) The work week for Office staff may vary between five consecutive 8- hour days, Monday-Friday, excluding a lunch break, with a regular start time of 8 am; or four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with regular start time of 7 am. The start time, work week, and workday may be modified by mutual agreement of the Office staff and the Public Works Director.
- (c) The work week for Laborers shall consist of four consecutive 10-hour days, Monday-Thursday, excluding a lunch break, with regular start time of 7 am.
- (d) The work week for Operators and Mechanics shall consist of four consecutive 10-hour days, Monday-Thursday, excluding a lunch break, with a regular start time of 7 am. During winter snow removal and spring breakup, the work week may be days or nights and shall consist of four consecutive 10-hour days, Monday-Thursday, Sunday- Wednesday, or Tuesday-Friday, with a regular start time of 7 am for days and 9:00 pm for nights.
- (e) By mutual agreement, between the Union and the City, variations of the work week may be established (i.e. flex schedule, split shift, etc.).

#### 6.2 Shifts

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

Prior to establishing a swing, graveyard, or other shift, volunteers in the needed classifications will be sought. If there are not enough volunteers to cover the City's operational needs, then a rotational schedule will be established in which all permanent employees will be scheduled. Employees are allowed to have volunteers cover their assigned rotation.

#### 6.3 Overtime

Overtime shall be paid for all work performed outside the regularly scheduled workweek, in quarter hour increments; however, overtime shall not be pyramided. For example, if overtime performance is less than 1/4 hour, the time shall be

considered at 1/4 hour and paid accordingly. If overtime performance is more than 1/4 hour, but less than 1/2 hour, the extent of time shall be considered as 1/2 hour and paid accordingly.

- (a) For those employees working five 8-hour days "5-8's" schedule as outlined in 6.1(a), overtime will be paid at the time and one-half rate for hours worked in excess of eight hours per day or 40 hours per week. After 40 hours of work during a week, overtime will be paid at 1.5 times the employee's pay.
- (b) For those employees working four 10-hour days "4-10's" schedule as outlined in 6.1(b), overtime will be paid at the time and one-half rate for hours worked in excess of 10 hours per day or 40 hours per week. After 40 hours of work during a week, overtime will be paid at 1.5 times the employees pay rate.
- (c) Regardless of hours worked during a week, all work performed on Saturday and Sunday shall be paid at the 1.5 rate, unless that employee is assigned to a night shift where the workweek begins Sunday night.
- (d) Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Director). Employees may carry 80 hours of comp time into the next calendar year. 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 the employee by January 31.
- (e) It is recognized that due to the nature of municipal operations, employees may be required from time to time to work overtime to accomplish pressing public needs, such as snow removal, pumping during spring thaw, removal of construction hazards, and other public needs as may be determined by the City. The City agrees to give reasonable notice to employees that overtime is necessary to accomplish pressing public needs and further agrees that when such emergency situations are corrected, overtime shall not be mandatory. The City agrees to give recognition to situations which may arise from time to time which may prohibit an employee from working overtime.
- (f) The City agrees to fairly distribute overtime to its employees within each seniority group and agrees that permanent employees shall have first refusal of overtime. If the safety and welfare of employee or public are in question (examples; prescribed medication or 14 hours of continuous operation), the Foreman must assess the situation and assign the overtime in a fair and equitable manner. However, it is understood that when employees have been assigned to tasks during the course of the day and overtime is required to complete those tasks, employees assigned to those tasks shall have the right to work the overtime necessary to complete the assigned task.

#### 6.4 Reporting Time

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

#### 6.5 Lunch Break

Lunch periods will be at least 30 minutes in duration and will be scheduled at the midpoint of the shift. If the work requires the lunch period to start at a time before or after 30 minutes of the midpoint of the shift, then the employee shall be paid for such period at the applicable overtime rate. Poor weather lunch periods shall be taken in a warm, dry place, normally at the nearest employer facility or in heated enclosed vehicles, at the discretion of the craft Foreman. Except, because of special conditions which exist that are not compatible with the above clause concerning lunch periods, by mutual agreement between the Employer and the Union, those particular lunch periods may be altered to fit a specific purpose.

#### 6.6 Relief Period / Shift Clean up

- (a) <u>RELIEF PERIOD</u>. All employees shall be allowed one relief 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. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When employees are working over their regular scheduled shift (either 8 or 10 hours), an additional relief break shall be taken every two hours, from the end of their last scheduled relief period.
- (b) <u>SHIFT CLEANUP</u>. All employees shall be afforded up to 15 minutes prior to lunch and the end of each shift to ensure the cleanliness of themselves, their work area and/or vehicle, and their work garments for the next workday. This time shall be used by employees for cleanup, and to ensure they are prepared and ready for the start of the subsequent shift and shall not be considered an additional break.

#### 6.7 Foreman / Lead

In Public Works, when three or more union personnel work on one job location without a foreman (excepting maintenance workers and packer crews), one of the employees will be designated as a working lead worker, and it will be their responsibility to direct the work force. The City may at its option, designate a working lead worker for a lesser number of employees. There shall be permanent craft foremen for each of the following classifications: laborers, operators, mechanics, and all Trade Specialists (collectively only when the City employs more than four permanent trade Specialists). Under the following occasional workload demands foremen may work in the craft as long as no other dispatch craft employees are displaced: (1) Training; (2) Emergencies, including heavy snow fall, earthquake, flood, wild land fire, and other events as determined by Department Head and Union (SOP procedure will be to first consult the Foreman); (3) Regularly scheduled crews do not show up; (4) Scheduled

crews are present but a task comes up that needs immediate attention. If fewer than five permanent Trade Specialists are employed, one shall be selected and paid as a lead worker who will take direction as designated by the City. Each craft supervisor foreperson shall have a permanent lead worker who will replace the foreman when on personal sick leave and cover the shift when double shifting. A minimum of one lead worker will be appointed in the absence of the permanent lead worker for the following classifications: laborers, operators, mechanics, and trade specialists. A foreman with vehicular access to several crews will be considered to have direct supervision over those crews. Employees shall take instructions from whichever supervisor, foreman or lead worker, is designated by management. See Schedule A for pay of foreman and lead workers.

#### 6.8 Working at Higher/Lower Classification

The employer agrees to use employees within their respective classifications. Should it become necessary to work an employee in a higher rated classification; said employee will be paid at the higher rate of pay for working in said classification. An employee will be paid one-half shift at the higher rate of pay for any period of work not exceeding one-half shift duration and will be paid the whole shift at the higher rate of pay for work in excess of one-half shift duration. Should it become necessary to work an employee in a lower rated classification, said employee will continue to be paid at their regular rate of pay.

#### 6.9 Inclement Weather

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

#### 6.10 Call Back

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

#### 6.11 Call Out

If an employee is called by a Public Works supervisor to report to work on a scheduled day off, the employee will be paid a minimum of two hours at the applicable overtime rate. All work over two hours will be paid in 1/4-hour increments. *De minimis* time (such as answering a phone call) will be paid in 1/4-hour increments.

#### 6.12 On Call

An employee on call (standby) will be paid two hours at the applicable overtime rate for covering the phone or radio, with the further understanding that this time will be in addition to call out time.

#### 6.13 Shift Change

- (a) An employee changing shifts, when the employer requests it with less than 48 hours prior notification, shall receive 1.5 times the employee's regular rate of pay for all hours worked on the first shift. The premium pay does not apply when changing back to the employee's normal shift from short term changes. For the purpose of this provision, an employee's shift is changed when their scheduled days of work are changed, or starting time is moved to one of the other defined shifts.
- (b) Unless mutually agreed otherwise by the City and the employee(s), starting times for employees shall not be changed without 48 hours prior notification. Should an employee's regular starting time be changed without 48 hours' notice to the employee, all hours worked on the employee's first new workday shall be paid at one and one-half times the employee's regular rate of pay. This premium pay does not apply when changing back to the employee's normal starting time from short term changes. For the purpose of this provision, an employee's starting time is changed if their starting time is moved to a time different from their regular starting time, within the hours of any given shift listed in 6.2.

#### 6.14 Shift Premiums

For classification under this contract will be five percent of swing shift, and ten percent for graveyard shift.

#### 7 HOLIDAYS

#### 7.1 Holidays

The following days shall be considered holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day, Christmas Day, and such other days as the City Council may fix for all City employees. Dr. Martin Luther King, Jr. Day and Alaska Day will be observed as floating holidays in the same manner as a personal day and not on the day of the actual state holiday. Floating holidays must be used in the year accrued or otherwise are lost without cash value.

#### 7.2 When Holiday Falls

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

#### 7.3 Holiday Pay

Holiday pay, in the amount of eight hours for each holiday, shall be paid to permanent

employees working a 5-8's schedule at the employee's regular rate of pay. Holiday pay, in the amount of ten hours for each holiday, shall be paid to permanent employees working a 4-10's schedule at the employee's regular rate of pay. Temporary employees will be paid in accordance with Section 22.1.

#### 7.4 Working on Holiday

All employees who work on any of the above-named holidays shall be paid at the rate of 1.5 times their regular rate of pay. In addition, permanent employees shall receive holiday pay as set forth above.

#### 7.5 Holiday on Leave

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

#### 7.6 Eligibility for Holiday Pay

In order to receive pay for an observed holiday an employee must not be on LWOP or have been absent without authorized leave on the workday before or after the holiday. Employees that call in sick but provide a doctor's note shall be considered on authorized leave

#### 8 PERSONAL LEAVE

#### 8.1 Entitled to Personal Leave

All employees covered by this Agreement shall be entitled to personal leave in accordance with the following.

#### 8.2 Leave Pay

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

#### 8.3 Leave Accrual

(a) Employees shall accrue leave according to the following schedule:

• One – Two Years: 7 hours per pay period

• Three-Five Years: 9 hours per pay period

Over Five Years:
 10 hours per pay period

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

(b) The maximum leave bank accumulation for an employee is 600 hours. At the end of a calendar year any employee that has over 600 hours, who doesn't

have their excess leave scheduled to be used by the end of February will have their unscheduled leave in excess of 600 hours cashed out on their final paycheck of the calendar year.

#### 8.4 Leave Requests

Personal leave shall be taken at any time mutually agreeable to the department head and the employee and shall not be unreasonably withheld by the Employer. Requests for leave exceeding 160 continuous hours will not be granted unless approved by the Mayor or designee. An employee shall notify their department head at least one day in advance when not more than two days leave are desired, except in the case of any emergency. When longer periods of leave are desired, at least one-week advance notice shall be given but may be denied if the absence of the employee hinders operations or causes overtime. Requests for personal leave more than 80 hours or more shall be made at least 30 days in advance, except for unforeseen circumstances. Upon notification of scheduled personal leave to the City by the employee, the City agrees to approve or disapprove the employee's scheduled personal leave in writing within 10 working days of submittal. If the City fails to reply to a leave request within 10 days, such leave request will be considered approved. Scheduled personal leave may also be taken in conjunction with approved travel on City business, so long as any additional expenses to the city are reimbursed by the employee. When personal leave is used for illness or bereavement, the employee shall notify the department head as soon as possible, but in no case later than the start of the employee's scheduled shift. Leaving a message on the assigned voice mail number satisfies this notice requirement. Leave for a partial day will be deducted in quarter hour increments. If the City believes an employee is abusing the use of sick leave, the Union agrees to meet with the City and the employee to discuss leave usage with the goal of correcting any perceived abuse. If an employee calls in sick without enough leave to cover their absence the employee will be considered absent without leave (AWOL).

#### 8.5 Unexcused Absences

No employee shall be absent from the job without providing good and sufficient reasons, unless they have complied with the provisions of Section 8.4. Nothing in this section shall preclude the employer from exercising reasonable restraints and disciplinary actions for excessive absences and lateness from work. Employees arriving late for work as scheduled, without complying with Section 8.4 will be considered AWOL, employees that have earned personal leave will have leave deducted in quarter hour increments until their arrival, provided that an absence over a quarter hour shall be assessed to the next full quarter hour.

#### 8.6 Termination Cash Out

Upon termination of any employee covered by this agreement, accrued leave shall be paid at the employee's current rate of pay with the applicable hourly fringe benefits (pension, H&W, and Legal contributions). In the case of separation with advanced notification, the use of leave more than 160 hours will not be granted.

#### 8.7 Drawdown of Personal Leave

Subject to the "cash-out value cap" provision set forth below, any employee covered by this agreement may cash out their personal leave in accordance with the following schedule. Member "cash-out" requests must be submitted to the Department Head. The cashed-out hours will be paid on a separate check within 15 days. In addition, the City will contribute pension payments to the appropriate trust at the rate in effect on the date of approval for all hours cashed out.

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:

O - 200 hours Cannot cash out below 200 hours without Mayor's

approval (except in case of emergency hardship, or at

termination 100%).

200+ 100% cash out value.

#### 8.8 Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other employees in time of need. Employees may donate leave in accordance with the City's Leave Donation Policy (COF No.30.01 effective 5/1/2021 and revised 12/20/2023.

#### 8.9 Leave Value Conversion

A laid off or reclassified employee who has bumped or moved into a lower paying job classification shall be credited with personal leave at the value it accrued prior to reclassification. The dollars will be converted to leave at the lower hourly rate of the reclassified employee and the appropriate hours of leave will be added to the employee's personal leave account.

#### 8.10 Probation

Employees serving a probationary period on an original appointment shall accrue personal leave in accordance with the provisions of this section. Such employees shall not be granted paid personal leave in excess of two days unless they have given 30 days' notice of their leave request. Any leave used during an employee's probationary period will added to the employees' probationary period as defined in Section 13.7.

#### 8.11 Adequate Leave

When scheduling annual leave only earned personal leave may be taken by an employee. If an employee does not have enough leave to cover leave requests, then leave requests will be denied. Per Section 9.5 LWOP may be approved in cases with extenuating circumstances.

#### 8.12 Leave Without Pay

At the expiration of all personal leave in cases of sickness or disability, an additional period of LWOP, as required may be granted at the request of the employee, and such leave privilege may be subject to verification by a doctor's certificate.

#### 8.13 Seniority

Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work shall not accrue during any period of LWOP attributable to a non-work-related sickness or disability, except as provided for under the family leave provisions of this agreement.

#### 8.14 Workers' Compensation

In the event of a job-incurred injury or serious illness to a permanent employee, within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for the employee until it has been established that they will be unable to return to work or for one year, whichever is sooner, and their seniority shall be in full force during the period. An award to the employee of Workers' Compensation Permanent Disability shall be deemed to establish that the employee will be unable to return to work, unless the employee, by actually returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude their return to the job in question.

The City will compensate permanent employees that portion of the difference between Workers' Compensation, as required by State Statute, and eighty percent (80%) of the employee's regular rate of pay until the employee is able to return to duty or is medically retired; provided, however, that such time does not exceed nine months. The employee shall be required to communicate weekly with their foreman regarding their return-to-work status for staff scheduling purposes. Additionally, the employee must submit a weekly copy of the most recent report from the attending physician directly to Human Resources.

#### 9. OTHER APPROVED ABSENCES

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

#### 9.1 Maternity/Paternity/Family Leave

Employees may take paid family leave in accordance with Fairbanks General Code Sec. 50-288.

#### 9.2 Elections

Any employee shall be given the necessary time off, without loss of pay, for the purpose of voting, when polls are not open at least two hours before or after the employee's scheduled hours of work.

#### 9.3 Bereavement Leave

Employees may take paid bereavement leave in accordance with Fairbanks General Code Sec. 50-289.

#### 9.4 Military Reserve Training or Emergency National Guard Service

All employees covered under this Agreement shall be entitled to administrative LWOP for any active duty in any Armed Forces component including units of the National Guard or Reserve. Provided that, in accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there shall be no adjustment of any affected employee's anniversary date for any active duty period up to the Federal statutory limit so as to cause loss of seniority or longevity, or to deny the accrual of sick or annual leave as provided by law. Employees are to present a copy of official orders for active duty as soon as possible to the City to comply with the law and to allow the City to reschedule the workforce.

#### 9.5 Leave Without Pay (LWOP)

The City Mayor, or designee, may grant employees LWOP for extenuating circumstances not to exceed 90 calendar days when it is in the best interest of the City to do so, and if the employee can be spared from their job for the time requested. During the employee's approved leave of absence their position may be filled by temporary promotion, or temporary reassignment of any employee. At the expiration of the LWOP, the employee has the right to, and shall be reinstated to, the position they vacated, if the position still exists or, if not, to any other vacant position in the same class. Approved LWOP shall not constitute a break in service.

#### 10. PAYDAYS

#### 10.1 Pay Dates

Paydays shall be established covering payroll periods from the first to the 15th day of the month inclusive (for which the payday is by month end) and from the 16th day of the month to the last day of the month (for which the payday is the 15th of the following month, except when payday falls on a Saturday or a holiday. When the payday falls on a Saturday, Sunday, or City Holiday, the payday will be Friday.

#### 10.2 Pay Stub

Each paycheck shall have a stub or duplicate itemizing all legal and authorized deductions, hours worked, and rate of pay for straight time and overtime hours worked.

#### 10.3 Hardship Exception for Temporary Employees

Temporary Employees are eligible for the "Hardship Exception" one time per calendar year. The Public Works director or the Chief or Staff may authorize an early paycheck for a temporary employee, similar to the final paycheck issued to

employees upon termination, in cases of undue hardship, or unforeseen circumstances. A temporary employee requesting the exception must request it directly from the Director or the Chief of Staff and must have worked at least 40 hours before they are eligible. The early paycheck may not exceed time worked, less payroll deductions, and will not be unreasonably denied.

#### 11. UNION MEMBERSHIP AND DUES

#### 11.1 Obligations and Responsibilities

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

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

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

#### 11.2 Upholding Union Principles

No employee shall be discriminated against for the upholding of Union principles, and any employee who heeds the instructions of the Union, or who serves on a committee, shall not lose their position or be discriminated against for this reason. The Union shall not discourage any employee from carrying out their work assignment for the City.

#### 11.3 City Noninterference

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

#### 12. HIRING HALL

#### 12.1 Responsibilities

The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The City agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions.

#### 12.2 Applicant Selection

Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

#### 12.3 Right to Reject

The City retains the right to reject any job applicant referred by the Union. If requested by the Union, the City shall give a written reason for the rejection of any applicant. The City will apply the terms of its current nepotism policy, as provided in the Fairbanks General Code.

#### 12.4 Commercial Driver's License

All employees covered by this Agreement that operate heavy equipment and packers shall be required, as a condition of employment, to possess and maintain a Commercial Driver's License as required by law. The City will annually reimburse permanent employees for the cost of renewal of any licenses or training required by law or required by the City to perform their duties while in City employment, with the exception of personal drivers' licenses.

#### 12.5 Discrimination

The Union agrees that it will not discriminate against non-Union workers in referring workers to the City, and the City agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.

#### 12.6 Job Postings

The Union agrees to post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.

#### 12.7 Other Sources

In the event the Union is unable to supply the City with qualified workers when called upon by the City within 48 hours, exclusive of Saturdays, Sundays, and holidays, the City may procure workers from other sources; provided, however, that in such instances the City shall furnish the Union with the names of workers, their classifications, and date of hiring. If at any time the City has rejected workers sent by the Union, then the Union shall have an additional 24 hours to refer additional applicants.

#### 13. **SENIORITY**

#### 13.1 Crafts

Seniority shall be established by craft for the following seniority groups:

- (a) laborer
- (b) operator
- (c) mechanic
- (d) electrician
- (e) carpenter
- (f) plumber
- (g) dispatcher
- (h) engineering tech or party chief
- (I) supply specialist/expediter
- G) warehouse/records coordinator
- (k) custodian
- (I) inventory specialist/material handler
- (m) or other seniority groups mutually agreed to by the City and the Craft Council.

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

#### 13.2 Lay-offs

Lay-offs due to reduction in force shall be made in reverse order of seniority, subject to Section 13.1. In rehiring, seniority shall apply. When calling back laid-off employees, the City will recall, through the Union, the employees in the proper order of seniority recall rights.

#### 13.3 Promotions

Promotions, including promotions to newly created jobs and reclassification to positions of different responsibilities, shall be in order of seniority, provided the employee is qualified and competent to perform the work in the proposed classification. This provision shall not apply to the selection of General Foreman and Office Manager (if these two positions used), or Craft Foreman. Lead workers and Craft Foreman shall be selected by the City from among the permanent employees. The City shall be the judge of the employee's qualifications and competency.

#### 13.4 Transfer

Employees under this Agreement shall be allowed to transfer into another bargaining unit with the City, provided they are qualified to perform the work and the position vacancy has been first offered to existing employees in that bargaining unit and no employees are interested or qualified. It is understood that such transferring shall be within the appropriate unions and all parties in the bargaining unit(s) concur. Employees transferred will lose division or unit seniority.

#### 13.5 Seniority Termination

City seniority shall be terminated, and the employer-employee relationship shall be severed by the following conditions:

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

#### 13.6 Compensation

In the event an employee is not worked in their rightful position of seniority pursuant to Section 13.1, 13.2, or 13.3, they shall be compensated in the amount that was earned by the employee who has worked in their stead, unless otherwise mutually agreed upon by the Union and the City.

#### 13.7 Probation

Each new permanent employee shall be hired as a probationary employee and shall not have seniority until the end of a probationary period of 120 days (excluding leave). Upon completion of such period, employees shall have seniority from date of hire with full accrual and use of personal leave. When a temporary employee is initially hired and has worked less than 30 days their separation due to job performance shall not be subject the grievance procedure.

#### 14. LAY-OFF AND DISCHARGE

#### 14.1 Separation Pay

When an employee is terminated, or effects a separation, they shall be paid all accrued earnings in accordance with State law or within 72 hours, whichever is earlier, excluding Saturdays, Sundays, and holidays.

#### 14.2 Notification

Written notice of lay-off will be given to the affected employees by the City. Permanent employees having less than 90 days continuous service shall receive two days' notice prior to termination. Permanent employees having 90 days continuous service, but less than 12 months continuous service shall receive six working days' notice prior to termination. Permanent employees having 12 months or more continuous service shall receive 12 working days' notice. In instances where notice is not given by the City prior to termination, the employee shall receive in lieu thereof, pay at the basic rate for the time established herein. Employees effecting a separation without prior notice to the City shall forfeit severance pay.

#### 15. SHOP STEWARD

#### 15.1 Appointment/Termination

A Shop Steward shall be appointed from among the employees of the City at any

given point by the Union at the Union's discretion and shall be the last employee terminated unless such employee is discharged for cause.

#### 15.2 Work Hours

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

#### 15.3 Grievances

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

#### 16. JURY DUTY

Employees required to serve on jury duty will suffer no loss in regular earnings but shall be compensated during their service at the rate of 40 hours per week. Fees paid the employee while serving such jury duty will be returned to the City by the employee. An employee, other than a permanent day shift employee, shall be considered to be a permanent day shift employee while serving on jury duty. Such an employee who was required to serve on jury duty on their previously scheduled day off shall not be required to work on the following Saturday or Sunday. It is agreed that an employee reporting for jury duty who is then released for the day shall return to work for the rest of the work shift.

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

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

#### 17. **SAFETY**

#### 17.1 Alaska State General Safety Code

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

#### 17.2 Safety Equipment

The City shall furnish such safety equipment as is necessary for the safety of the City of Fairbanks -AFL-CIO Crafts Council CBA 2026 - 2028

employees. Safety devices and first-aid equipment as needed for safety and proper emergency medical treatment, shall be provided and be available for employees working under adverse conditions.

#### 17.3 Safety and First-Aid Program

A Safety and First-Aid Program, as required by the State Safety Code, shall be instituted and regular safety meetings for each department shall be held once each month during working hours, without loss of pay to the employee.

#### 17.4 Refuse Unsafe Conditions

It shall not be considered a violation of this Agreement where employees refuse to work with or ride in unsafe equipment or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.

#### 17.5 Working Alone

It is agreed that when one employee is on shift alone the employee's supervisor will call to check on the employee should the employee fail to report every two hours. It will be the employee's responsibility to notify public works dispatch that they are working alone that shift. Nothing in this subsection applies to work in a confined space or other hazardous conditions.

#### 18. TRAINING - EMPLOYEE UPGRADING

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

The City may use training courses, technical publications, specifications, and training schools of equipment manufacturers and vendors, as the City deems necessary, to develop and upgrade their employees to the state-of-the-art skills regarding - the latest products, equipment, systems, and their operation, maintenance, and repair. When specialized training is provided by the City, seniority will be considered when offering such training to employees. When training for a specialized skill is provided by the City to a junior employee, senior employees will not be laid off because they lack such specialized skill. When an employee is sent for special training or to work outside the Fairbanks North Star Borough, the City will pay all authorized expenses as provided in the Travel Policy effective 9/3/2013. Upon prior written approval, the costs for any training beneficial to job requirements, and after satisfactory completion, will be reimbursed to the employee. Employees that need to maintain a specialized license for their employment at the City, i.e. CDL, and/or a certificate of fitness, will be afforded the necessary time on the clock to obtain or renew the license, and will be reimbursed any licensing fee.

#### 19. MAINTENANCE OF PRIVILEGE AND REMUNERATION

It is understood and agreed by and between the City and the Union that, except as

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

#### 20. MISCELLANEOUS

#### **20.1 Tools**

Mechanics, carpenters, and electricians shall furnish their own tools and provide a complete inventory but shall not be required to furnish special tools as follows: Air or electric wrenches, gear and bearing pullers, electric drills, reamers, taps dies, oxyacetylene hoses, gauges, torches and tips, thirty-six inch pipe wrenches, socket wrench drives over 3/4", wrenches over 2", coffin hoists, hydraulic jacks, etc. The City agrees to reimburse employees for tools lost provided that such loss was not intentional or due to recklessness. Such reimbursement shall be for the full amount of the prior agreed inventory of such tools lost and will be based upon the current price for tools of the same brand. Such tools will be replaced with tools of the same brand. Tools broken in the course of employment shall be replaced with tools of the same brand at no cost to the employee, provided the broken tool is turned in to the City and further provided that such damage was not intentional or due to recklessness. Due to the fact Mechanic must provide their own tools, they are permitted to work on personal vehicles in the mechanic shop after hours and on weekends with prior approval and coordination with the Mechanic Foreman or Director to ensure safety and security protocols are followed.

#### 20.2 Parking

The City will make every effort to provide adequate parking facilities and electrical connections for head-bolt heaters at existing installations. Such facilities shall be provided at any newly constructed installation.

#### 20.3 Payroll Deductions

Upon the proper written authorization by an employee, the City agrees to deduct the amount so designated from the employee's wages and submit the amount so indicated to the appropriate unions political, educational, or charitable committee. Forms shall be supplied by the employee's union. Such amount shall be submitted to the union on the 15th day of the month following the month in which the deductions were made.

#### 20.4 Work Transfer

(a) Except in the case of an emergency, the City agrees to refrain from transferring work normally being performed by employees in job classifications falling within the scope of this agreement to any supervisor or unrepresented position, unless mutually agreed upon between the City and the Union. The

foregoing shall not operate to prohibit the employees of a manufacturer or supplier from warranty work, troubleshooting, or working on equipment or apparatus supplied or leased to the City. No regular employee shall be laid off, terminated, or discharged by the City as a result of the City sub-contracting any work currently performed by the bargaining unit.

- (b) Efforts by community groups, such as Festival Fairbanks or the Downtown Association, to improve the community are encouraged and supported by both the City and the Union. Such efforts will not result in the layoff of any craft employees.
- (c) The City and Union agree that homeless encampment and problem property abatements will be performed by external organizations when possible as to not distract from primary services. Such efforts will not result in the layoff of any craft employees.

#### 20.5 Permanent Plumber Certificate of Fitness

Both parties agree that Permanent Plumbers required to maintain a State of Alaska Certificate of Fitness will receive an additional \$1250.00 annually.

#### 21. PERSONNEL RECORDS

#### 21.1 Contents

An employee's personnel record shall include, but shall not be limited to, the employee's application, reports of results of employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, and survivor benefit forms. The employee's personnel file shall be maintained by the Mayor or designee.

#### 21.2 Access

Employees shall be given access to their personnel file upon reasonable request. Copies of additions or other date changes to their individual personnel files shall be provided to the employee upon request and upon reasonable time notifications.

#### 21.3 Usage

Personnel records will not be used as a private dossier on employees nor shall they contain any materials which an employee has not seen.

#### 21.4 Reprimand

Recognizing the City's need to discipline and the employee's desire for fair and equal discipline the City agrees to remove letters of reprimand, not related to public safety, from an employee's personnel file 24 months after being placed in such file.

#### 22. <u>TEMPORARY EMPLOYEES</u>

#### 22.1 Definition

A temporary employee is one who is called for occasional work or for a limited period not to exceed six consecutive months in any twelve-month period. Six consecutive months shall be calculated on the actual day the employment began, e.g., for an employee starting on 1/18/24, the six consecutive months runs through 6/17/24. The City agrees it will not attempt to bypass this section by using layoffs/rehires to circumvent the intent of the six-month maximum. If a temporary employee is retained after six consecutive months, then that employee will be eligible to accrue personal leave and be paid holiday pay for any subsequently occurring holidays.

#### 22.2 Compensation

- (a) Temporary employees shall be paid in accord with Schedule "A" for their classification, plus per hour pension contributions and Health & Welfare (H&W) contributions.
- (b) Whenever temporary employees are needed under this provision, the City shall first attempt to contact and hire their trained and experienced temporary workers before hiring workers new to the City system. Should such workers not be available for employment, the City shall contact the appropriate hiring hall for referrals. The City may name request any employee that has previously worked at Public Works, as long as the request does not conflict with the Union's hiring hall rules.

#### 22.3 Seniority/Holiday Pay/Personal Leave

Unless the last sentence of Section 22.1 applies, temporary employees shall not accrue seniority, be paid holiday pay, or receive paid personal leave, but shall be eligible for LWOP upon mutual agreement.

#### 22.4 Recall Rights

Temporary employees shall not be hired if there is a permanent employee of the appropriate craft on lay-off who has seniority recall rights and is available.

#### 22.5 Permanent Positions

Temporary employees shall be considered for permanent positions which are created or become vacant after the position has been closed to all permanent employees and before the City places a call to the Union.

#### 23. SCHEDULE "A" WAGES

#### **23.1 Scale**

Upon January 1, 2026, employees shall be compensated as provided in the attached Schedule. For the second and third year of this collective bargaining agreement, package rate increases will be based on a three-year average of CPI up to 4% as measured by the Anchorage CPI-U. If the three-year average is above 4% Anchorage CPI, then the City will pay a 4% package rate Increase. If the 3-year Anchorage CPI-U is below 4% then the City will pay the actual 3-year CPI average. The Anchorage CPI-U is typically released in late January. The pay increases will be retroactively applied to January 1 of each year.

```
Example 1. 3-year Anchorage CPI average = 4.4%, city pays 4% Example 2. 3-year Anchorage CPI average = 2.1%, city pays 2.1%
```

The pay increases for the Custodian and Trade-Spec Foreman are slightly less than other employees in 2026, because they are already higher on the scale. To ensure they receive comparable compensation they will receive a one-time in January 2026 for the following amounts:

- Custodian = \$1,000
- Trade-Spec Foreman = \$750

#### 23.2 Application of the Package Rate Concept

The parties recognize that computing a full package rate, in which actual wages, health care, and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The parties agree that future percentage increases will be applied to the package rate. Except as provided in this section or in addenda specifically addressing allocation, each Local may allocate the package rate to wages, pension, and health and welfare as it sees fit.

- (a) 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 23.2 will need to be limited to insure compliance with the requirements of the PPA and any improvement/rehabilitation plan.
- (b) Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the underfunded plan. 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.

- (c) 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. 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.
- (d) If at any point the underfunded pension plan emergences 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.

#### 23.3 Dispatcher Rates

The IUOE Dispatcher shall be paid at 95 percent of scale. The Assistant Dispatcher will be paid at 75 percent of scale.

Agreement ratified by Union membership on November \*\*, 2025 and approved by the City Council by approval of Ordinance No. \*\*\*\* on November \*\*, 2025.

Signed for the Fairbanks AFL-CIO Crafts Council:	Signed for the City of Fairbanks:		
Lake Williams District 7 Representative, IUOE 302	Mindy O'Neall Mayor, City of Fairbanks		
Jacob Howdeshell Business Manager, Laborers 942	Mike Sanders Chief of Staff, City of Fairbanks		
Chris Dimond Business Manager, Carpenters 1243			
Travis Colledge Business Representative Pipefitters 375			
Eileen Whitmer President, Teamster 959			

#### Appendix A: Schedule A

CITY OF FAIRBANKS					TIVE JANUA	RY 1, 2020
SCHEDULE A			BENEFITS			
CLASSIFICATION	CURRENT PACKAGE RATE	NEW PACKAGE RATE	LESS HEALTH	LESS PENSION	LESS PAC/CAF	BASE WAGE
942 [P300]						
Foreman	60.47	63.20	6.60	15.00	0.15	41.45
Lead	56.74	61.20	6.60	15.00	0.15	39.45
Packer Drivers	54.14	59.20	6.60	15.00	0.15	37.45
Laborer 1	50.20	56.60	6.60	15.00	0.15	34.85
Laborer	50.20	54.60	6.60	15.00	0.15	32.85
Facilities Laborer	55.61	58.30	6.60	15.00	0.15	36.55
302 [P400]						
Foreman	60.47	68.40	11.22	9.00	-	48.18
Lead	56.74	66.40	11.22	9.00	-	46.18
Operator 2	54.14	64.40	11.22	9.00	-	44.18
Operator 1	54.14	62.40	11.22	9.00	-	42.18
Operator	54.14	60.40	11.22	9.00	-	40.18
Mechanic 2	56.19	64.40	11.22	9.00	•	44.18
Mechanic 1	55.68	62.40	11.22	9.00		42.18
Mechanic	54.14	60.40	11.22	9.00	-	40.18
Dispatcher	52.44	58.39	11.22	9.00	-	38.17
Assistant Dispatcher	45.66	48.85	11.22	9.00	-	28.63
959 [P700]						
Custodian	47.61	49.61	6.46	10.53	-	32.62
Inventory Specialist	52.48	57.00	6.46	10.53	•	40.01
Parts Person/Expeditor	53.77	58.10	6.46	10.53	•	41.11
Warehouse Coordinator	55.40	59.20	6.46	10.53	-	42.21
1243 [P500]						
Trade Spec-Foreman	61.01	63.40	8.75	10.75	-	43.90
Trade Spec-Lead	58.22	61.40	8.75	10.75	-	41.90
Trade Spec-Carpenter	54.58	59.40	8.75	10.75	-	39.90
375 [P600]						
Trade Spec-Plumber	56.66	67.00	10.85	10.25	-	45.90

Introduced by: Mayor Mindy O'Neall Introduced: November 10, 2025

#### **ORDINANCE NO. 6330**

## AN ORDINANCE AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE FAIRBANKS FIRE FIGHTERS UNION (FFU) IAFF LOCAL 1324

**WHEREAS,** Ordinance No. 6322 ratified a Collective Bargaining Agreement (CBA) between the City of Fairbanks and the Fairbanks Fire Fighters Union (FFU) IAFF Local 1324, effective December 1, 2024 through November 30, 2027; and

**WHEREAS,** arbitrated language prevents the local paramedic school from having students gain required hours of ambulance experience through the Fairbanks Fire Department (FFD); and

**WHEREAS,** if the students cannot ride along on FFD ambulance calls, the program would not be able to continue in Fairbanks; and

**WHEREAS,** neither the City nor FFU wish for the local paramedic program to close; and

**WHEREAS**, the City of Fairbanks and the Fairbanks Fire Fighters Union (FFU) IAFF Local 1324, agree to amend the Collective Bargaining Agreement to allow for paramedic students to ride along on FFD ambulance calls.

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

**SECTION 1.** The Letter of Agreement amending the current CBA between the City of Fairbanks and the Fairbanks Fire Fighters Union (FFU) IAFF Local 1324, attached as Exhibit A, is approved.

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

Mindy O'Neall, Mayor

AYES: NAYS: ABSENT: ADOPTED:

ATTEST:	APPROVED AS TO FORM:
D. Danyielle Snider, MMC, City Clerk	Thomas A. Chard II, City Attorney

#### **CITY OF FAIRBANKS FISCAL NOTE** I. REQUEST: Ordinance or Resolution No: 6330 Abbreviated Title: FAIRBANKS FIREFIGHTERS UNION LETTER OF AGREEMENT CTC PROGRAM Department(s): FIRE Does the adoption of this ordinance or resolution authorize: 1) additional costs beyond the current adopted budget? 2) additional support or maintenance costs? If yes, what is the estimate? see below 3) additional positions beyond the current adopted budge Yes \_\_\_\_\_ If yes, how many positions?\_\_\_\_ If yes, type of positions?\_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary) II. FINANCIAL DETAIL: **EXPENDITURES:** 2025 2026 2027 TOTAL WAGES AND BENEFITS - UNTIL JULY 2026 30,800 30,800 TOTAL 30,800 30,800 FUNDING SOURCE: 2025 2026 2027 TOTAL GENERAL FUND [FIRE] \$ \$ 30,800 \$ 30,800 TOTAL \$ \$ 30,800 | \$ 30,800 This fiscal note includes preceptor pay for a Firefighter to provide ride-along training for paramedic students. The training includes 240 hours per student for two semesters. Prepared by Finance Department: Initial\_\_ Date 11/5/2025 mb

#### LETTER OF AGREEMENT

City of Fairbanks and IAFF, Local 1324

The City and Union agree to modify the current 2025-2027 collective bargaining agreement to allow CTC Paramedic students to be precepted by Members covered by this CBA. Article 6, Section 6.12.A will be modified as follows: This agreement will expire July 1st, 2026 if it's not renewed by both parties.

#### 6.12 Ride-Alongs

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

#### 6.13 Paramedic and AEMT Students

- A. UAF-CTC Paramedic and AEMT students may be precepted by Members of Local 1324. The Fairbanks Fire Department must have a signed contract governing the preceptorship in effect with UAF-CTC. That contract is authorized by, and subject to, this Collective Bargaining Agreement.
- B. A Lead Paramedic precepting a preceptee will receive the precepting Special Duty Pay while precepting.
- C. FFD Paramedics will not be required to have a preceptee if they are on mandatory overtime or have been assigned to the ambulance for more than 48 hours.
- D. A maximum of one student or intern is allowed per apparatus per day (24-hour period). This also includes Ride-Alongs in 6.12. Only one Ride-Along, or student is allowed at any given time.
- E. Only two students or interns are allowed per day (24-hour period).

Furthermore, the Chief will publish an operating memorandum or SOP describing the following:

- 1. FFD Paramedics will prioritize precepting FFD employees.
- 2. The Battalion Chief will work to reasonably accommodate preceptors and students when necessary.
- 3. Preceptors will report any issues to the Battalion Chief who will forward up the chain of command when necessary. This will include issues relating to:

- a. Safety
- b. Poor performance
- c. Inappropriate actions
- d. Any ongoing issues deemed necessary for further follow up with CTC Paramedic Leadership.
- 5. The Battalion Chief can send a student away and document the reason via platinum planner.
- 4. All FFD Paramedics will be required to attend an orientation provided by CTC. CTC students will be required to attend an orientation by FFD.
- 5. FFD will make available guidelines and expectations to follow while precepting UAF-CTC students. FFD paramedics will still follow department SOP, standing orders, and any other applicable city or department policy while on duty, but will proctor and fill out student-related paperwork per CTC's requirements.
- 6. Any requirements for a preceptorship will be mutually agreed upon by FFD and UAF-CTC.

Mayor, Mindy O'Neall	FFU President, Nick Clark
Date:	Date:



#### **CALENDAR 2026**

#### 2026 REGULAR CITY COUNCIL MEETINGS

JANUARY	12	JULY	Y 13
	26		27
FEBRUARY	9	AUG	UST 10
	23		24
MARCH	9	SEPT	TEMBER 14
	23		28
APRIL	13	ОСТ	OBER 12
	27		26
MAY	11	NOV	EMBER 9
	<u>18</u>		23
JUNE	8	DEC	EMBER 14
	22		<u>21</u>

NOTE: Underlined dates indicate a deviation from FGC Sec. 2-113(a) due to holidays, City Council-approved amendments, or Alaska Municipal League annual conference conflicts.

### 2026 CITY-OBSERVED HOLIDAYS (City Offices Closed)

New Year's Day	Thursday	<b>January 1, 2026</b>
Presidents Day	Monday	February 16, 2026
Memorial Day	Monday	May 25, 2026
Independence Day (observed)	Friday	<b>July 3, 2026</b>
Labor Day	Monday	September 7, 2026
Veterans Day	Wednesday	<b>November 11, 2026</b>
Thanksgiving Day	Thursday	<b>November 26, 2026</b>
Christmas Day	Friday	<b>December 25, 2026</b>

Meeting Schedule was approved by the City Council on November 10, 2025.

Golden Heart City www.fairbanks.gov



#### Mindy O'Neall, Mayor

**DATE:** November 5, 2025

TO: City Council Members

FROM: Mayor Mindy O'Neall

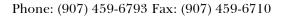
**SUBJECT:** 2025-2026 City Council Board Assignments

Fairbanks General Code requires a Council-represented seat on some City boards and commissions. In addition, there are a number of other boards, committees, and commissions in the community that the City has interest in and maintains Council representation on.

Attached are the 2025-2026 Councilmember assignments, including two that require Council confirmation: appointments to the Permanent Fund Review Board and the FAST Planning Policy Committee.

#### **Fairbanks City Council 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
	Greater Fairbanks Chamber of Commerce Board of Directors
	FNSB Economic Development Commission
Crystal Tidwell, Seat D	Finance Committee
	FAST Planning Policy Committee
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



## City of Fairbanks Permanent Fund Review Board Quarterly Meeting Minutes July 30, 2025

The Permanent Fund Review Board (PFRB) convened at 1:30 p.m. in the Meeks Conference Room to conduct a quarterly meeting with Alaska Permanent Capital Management (APCM).

Board Members Present: Chair Patty Mongold

Vice Chair Bernard Gatewood
Board Member Dave Owen
Covereil Morehon Volonia Thomas

Council Member Valerie Therrien Board Member Pamela Wentz

Board Member Absent: None

Also Present: Margarita Bell, Chief Financial Officer

Blake Phillips, Director of Institutional Solutions - APCM

Brandy Niclai, Chief Investment Officer – APCM

Valerie Therrien moved, and Pamela Wentz seconded to approve the minutes of the April 30, 2025, meeting. The PFRB unanimously agreed.

Margarita Bell reviewed the portfolio's performance as of June 30, 2025:

- \$160,835,650 Balance including accrued income
- \$ 1,646,147 Dividends and interest earnings
- \$ 2,315,666 Realized gain
- \$ 5,606,691 Unrealized gain
- \$ (51,411) Management and custodial fees
- \$ 9,517,093 Earnings, net of expenses

Margarita Bell reported that the annual draw will be made in December 2025 in the amount of \$6,520,373 to the general fund (\$5,795,887) and capital fund (\$724,486).

Brandy Niclai reported that the balance of the fund was \$162,960,327 on July 29, 2025.

Brandy Niclai presented an account summary as of June 30, 2025. She stated that the APCM inception annualized account return is 5.72% and that the annualized account return as of March 2017 since the diversification beyond traditional stocks and bonds is 7.04%. Since APCM inception, the portfolio received contributions of \$110.4 million, had withdrawals of \$129.8 million, and had \$180.1 million in earnings.

Brandy Niclai presented a portfolio review for the second quarter. The portfolio outperformed the benchmark by .20%. The allocation effect was positive due to timely rebalancing following volatility in April due to tariff announcements. The selection effect was positive due to strong outperformance of the gold commodities asset class. The diversified positioning helped reduce the impact of market volatility. Key financial stress indicators tracked by APCM suggest that markets have recalibrated and volatility has declined across asset classes.

The second quarter portfolio summary is as follows:

	Portfolio Summary						
2nd Quarter Year to Date		o Date	Prior Year		Inception to Date		
Account	Benchmark	Account	Benchmark	Account	Benchmark	Account	Benchmark
6.30%	6.10%	6.30%	5.80%	10.30%	10.70%	5.90%	5.70%
	0.13% 1		0.25% 2		0.50% 3		
6.30%	6.23%	6.30%	6.05%	10.30%	11.20%	5.90%	5.70%

- 1 12.5 bps per quarter rounded
- 2 50 bps hurdle -annual (YTD = 12.5 basis pts X # quarters)
- 3 50 bps hurdle codified in March 2009. Inception performance begins January 31, 1998.

Brandy Niclai presented information about private investments that include private equity and private credit. Private investments can offer long-term returns but investing in these assets requires new operational procedures, governance education, and an update to the investment policy. Blake Phillips stated that both the private equity and private credit require a partnership.

Margarita Bell reported that she contacted staff with the North Slope Borough (NSB) who reported that it takes four months to receive the financial information. PFRB members discussed the impacts of the annual draw and quarterly reporting. Brandy Niclai reported that the quarterly report would contain the actual financial information for non-private investments and an estimate for private investments. PFRB members tabled discussion pending information whether the Fairbanks General Code allows the City to become a partner of a business.

The compliance report was presented to the PFRB with no compliance issues for the second quarter.

The next quarterly meeting is scheduled to be held on Wednesday, October 29, 2025, in the Meeks Conference Room.

The meeting was adjourned at 2:30 p.m.

#### FAIRBANKS NORTH STAR BOROUGH Chena Riverfront Commission June 10, 2025 12:00 p.m.

#### A. CALL TO ORDER

A special meeting of the Chena Riverfront Commission was held Wednesday, June 10, 2025, in the Mona Lisa Drexler Assembly Chambers of the Juanita Helms Administration Center, 907 Terminal Street, Fairbanks, Alaska.

#### **B. ROLL CALL**

There were present:

Julie Jones (arrived at 12:02 p.m.)

Buki Wright

Christy Everett Josephine Morgan

Annette Freiburger Robert Henszey, Vice-Chair

Wade Binkley, Chair

Comprising a quorum of the Commission, and

Sue Sprinkle, City of Fairbanks Representative, Ex Officio Member Kellen Spillman, Community Planning Director, Ex Officio Member Adam Pruett, Flood Plain Administrator Jimmy Dixon, Planner II Gina Gregg, CMC, Deputy Borough Clerk

Excused

Kevin Fraley

#### C. APPROVAL OF AGENDA

WRIGHT, moved to approve the agenda. Seconded by FREIBURGER

#### **APPROVAL OF AGENDA** - continued

VOTE ON MOTION TO APPROVE THE AGENDA.

Yeses: Morgan, Freiburger, Everett, Wright,

Henszey, Binkley

Noes: None

MOTION CARRIED 6 Yeses, 0 Noes

#### **D. PUBLIC HEARINGS**

#### D.1. **RZ2025-004**

A request by Robert Hajdukovich with Up River Estates, LLC, on behalf of multiple property owners, to rezone Lots 1B, 3B, 4A, 5A, 6A, 8-A, 9-A-1, 10-A-1, & 11 Block 55 Hamilton Acres Subdivision, & TL-4 Block 46 Hamilton Acres from Two Family (TF) to Multiple-Family (MF) with a twenty-five-foot wide Waterways Setback Overlay (MF/WS). (Located south of Iditarod Avenue and west and south of C Street) and northeast of the Chena River.

Clerk's Note: Commissioner Henszey disclosed a potential conflict of interest as he has walked this area of the Chena River in his previous employment role. Chair Binkley ruled no conflict existed as he had no ties with the landowners.

Kellen Spillman, Community Planning Director, presented the staff report.

The applicant had no questions for staff.

Commissioners questioned staff on the following:

- Timing of recommendation to be made by Community Planning; it was answered, before the rezone goes before the Planning Commission but seems supportable.
- Properties with structures that would encroach on the Waterways Setback; it was answered, that if legally established would be given Grandfather Rights.
- Application fee for those landowners; it was answered, Grandfather Rights application fees are waived if done within one year of a rezone.
- There being more land in the subdivision map showing legal boundaries along the riverbank; it was answered, the legal boundary is the high-water mark and the most recent surveyor marked that wider than the original, dated survey.
- Structure size limits if sold and demolished in the future; it was answered, the most regulations apply to parking requirements and Multiple-Family setbacks being 10 foot rather than 5 foot.

#### **PUBLIC HEARINGS – continued**

Robert Hajdukovich, Applicant, presented information on:

- Lots being fill lots during development of subdivision.
- Minimal erosion due to straight stretch of bank compared to upriver where it's more curved.
- Spent \$80,000 planting 13,000 willows in conjunction with US Fish and Wildlife Service to protect the habitat.
- Drainage plan for parking after potential relocation of storm drain between Lot 11 and TL-4.
- Multi-level structure with smaller footprint being easier to manage.
- Target audience being senior citizens.
- Neighbor concerns over lack of compliance with new zoning and depreciation of property values.

Commissioners questioned the applicant on the following:

- Landscape maintenance standards on the property; it was answered, neither waste nor chemicals would be dumped into the river.
- Rezone for eight finished lots when only two lots are to be developed; it was answered, correct, spot zone not applicable, so they need to rezone all ten lots.
- Status of rezoned lots if development doesn't come through; it was answered, unlikely to add any structures that are out of compliance with new zoning.
- Affordable for whom; it was answered, \$500,000 to \$700,000 to build, the developments would be apartments for ten years and then sold as condos.

Chair Binkley called for public testimony. There being none, public testimony was closed.

WRIGHT, Seconded by JONES

moved to recommend to FNSB Community Planning Staff that RZ2025-004 is consistent with the Chena Riverfront Plan, including the following: Goal 1 Policy 4, "Maintain riverfront residential property land use through use of consistent zoning." Goal 5, Policy 2, Objective B, "Create a rational and variable river setback distance based on consideration of river erosion rates, bank stability, aesthetics and habitat."

Commissioner Henszey asked that questions for staff be reopened. Chair Binkley ruled that questions for staff be reopened.

#### **PUBLIC HEARINGS – continued**

Commissioners questioned staff on the following:

- Floodway changed with new floodplain plan; it was answered, unchanged in area with updated plan, but boundaries more clearly labeled on FEMA maps.
- Intent of code on the setback; it was answered, unclear.
- Decks in Borough code; it was answered, deck of a house and not a boat.

Hajdukovich addressed the following questions:

- Decks in the rezone area; it was answered, decks are ten feet above the water level.
- Elevated walkways; it was answered, walkway along river with slats to allow for willow growth.

Discussion ensued on a well thought out application and outreach with neighbors.

VOTE ON MOTION TO RECOMMEND TO FNSB COMMUNITY PLANNING STAFF THAT RZ2025-004 IS CONSISTENT WITH THE CHENA RIVERFRONT PLAN, INCLUDING THE FOLLOWING: GOAL 1 POLICY 4, "MAINTAIN RIVERFRONT RESIDENTIAL PROPERTY LAND USE THROUGH USE OF CONSISTENT ZONING." GOAL 5, POLICY 2, OBJECTIVE B, "CREATE A RATIONAL AND VARIABLE RIVER SETBACK DISTANCE BASED ON CONSIDERATION OF RIVER EROSION RATES, BANK STABILITY, AESTHETICS AND HABITAT."

Yeses: Freiburger, Jones, Everett, Wright,

Morgan, Henszey, Binkley

Noes: None

MOTION CARRIED 7 Yeses, 0 Noes

#### **E. ADJOURNMENT**

There being no further business to come before the Chena Riverfront Commission, the meeting was adjourned at 12:56 p.m.

APPROVED: October 22, 2025

#### FAIRBANKS NORTH STAR BOROUGH Chena Riverfront Commission July 23, 2025 12:00 p.m.

#### A. CALL TO ORDER

A regular meeting of the Chena Riverfront Commission was held Wednesday, July 23, 2025, in the Mona Lisa Drexler Assembly Chambers of the Juanita Helms Administration Center, 907 Terminal Street, Fairbanks, Alaska.

#### **B. ROLL CALL**

There were present:

Julie Jones Annette Freiburger

Buki Wright Robert Henszey, Vice-Chair

Christy Everett Wade Binkley, Chair

Josephine Morgan

Comprising a quorum of the Commission, and

Sue Sprinkle, City of Fairbanks Representative, Ex Officio Member Kellen Spillman, Community Planning Director, Ex Officio Member Kimberly Diamond, Parks Project Coordinator, Ex Officio Member John Netardus, AK DOT&PF Representative, Ex Officio Member Adam Pruett, Flood Plain Administrator Gina Gregg, CMC, Deputy Borough Clerk Aurora Marhenke, Assistant Clerk I Lee Williams, Riverside Superintendent

Excused

Kevin Fraley

#### C. MESSAGES

#### C.1. Chair's Comments

Chair Binkley welcomed everyone and expressed appreciation for their presence.

#### **MESSAGES** – continued

C.2. Citizens' Comments - limited to three (3) minutes

C.2.a. Agenda items not scheduled for public hearing

NONE

C.2.b. Items other than those appearing on the agenda

NONE

C.3. Disclosure and Statement of Conflict of Interest

NONF

#### D. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of the consent agenda passes all routine items indicated by asterisk (\*) on the agenda. Consent agenda items are not considered separately unless any commission member or citizen so requests. In the event of such a request, the item is returned to the general agenda.

WRIGHT, moved to approve the agenda and consent

Seconded by HENSZEY agenda as read.

VOTE ON MOTION TO APPROVE THE AGENDA AND CONSENT AGENDA AS READ.

Yeses: Morgan, Jones, Freiburger, Everett,

Wright, Henszey, Binkley

Noes: None

MOTION CARRIED 7 Yeses, 0 Noes

#### **E. MINUTES**

E.1. \*Chena Riverfront Commission meeting minutes from April 23, 2025.

Without objection this measure was read by title and approved under the consent agenda.

#### F. REPORTS

F.1. Communications to the Chena Riverfront Commission.

Kellen Spillman, Community Planning Director, gave an update on RZ2025-004, the rezone application by Rober Hajdukovich, welcomed new staff, and reported on progress of the Downtown Market in the Golden Heart Plaza.

F.2. Update from Adam Pruett, Flood Plain Administrator, on the Chena Riverfront Commission project list.

Adam Pruett, Flood Plain Administrator, reported there had been no progress on the project list.

F.3. Updates from Sue Sprinkle, City of Fairbanks Representative, on City of Fairbanks riverfront projects.

Sue Sprinkle, City of Fairbanks Representative, provided updates on the conclusion of the Polaris project, plans to reactivate the space previously occupied by the Polaris building, and the city's request to perform landscaping being postponed by the city council.

F.4. Updates from John Netardus, AK DOT&PF Representative, on Alaska Department of Transportation and Public Facilities (AK DOT&PF) riverfront projects.

John Netardus, AK DOT&PF Representative, provided updates on the following:

- Chena River Walk Stage 3 railroad appraisal.
- Cowles Street reconstruction in 2029.
- Bike lane signage and striping near riverfront through downtown area.
- Collaboration with FAST planning on the Fairbanks Area Non-motorized Path Wayfinding and Signage Project.
- FFY2025 letter of intent to award funding for community development.
- Planned repairs to cracks in the Chena River Walk.
- Splitting of approved projects for funding purposes.
- AK DOT performing design and community outreach for the Pioneer Park Boat Launch/Parking/Plug-ins & Peger Road Path Project.
- Morris Thompson Center improvements in 2026.

#### **G. NEW BUSINESS**

G.1. Presentation by Sarah Schacher and Travis Donovan, representatives from Michael Baker International, on the progress of the design for the "Pioneer Park/boat launch/parking/plug-ins & Peger Road path" project and seek input on retaining wall patterns, to include a discussion.

Sarah Shacher and Travis Donovan, representatives from Michael Baker International; and Aisha Malik and Mark Kimerer, representatives of Bettisworth North Architects, gave a presentation.

Discussion ensued on the following:

- Current location of a pavilion that will be moved.
- Composition of landscape buffer and embankment slope.
- Dry wells for parking lot drainage to protect river from pollutants.
- New boat ramp accommodating non-motorized boats only.
- Chena Heritage Park and adjacent multipurpose center.
- Request to provide a recommendation on design choice from the Commission.
- Preference for wall design consistent through town and easy to maintain.
- Design choices and dimensions of retaining wall.
- Signage placement and wayfinding.
- AK DOT Open House on August 20, 2025.
- G.2. Presentation by Lee Williams, Riverside Superintendent, and Kimberly Diamond, Parks Project Coordinator to provide a status update on the Capital Improvement Program (CIP) Pioneer Park Chena River Boat Launch-Dock Repairs & Improvement project and the overlapping efforts under the Alaska Department of Transportation and Public Facilities' (AKDOT&PF) Pioneer Park Boat Launch/Parking/Plug-ins & Peger Road Path (P6) Project, to include a discussion and potential approval of a recommendation to Parks and Recreation staff on whether the project conforms to the land development guidelines set forth in Chapter 4.32 FNSBC and is consistent with the Chena Riverfront Plan.

Lee Williams, Riverside Superintendent, and Kimberly Diamond, Parks Project Coordinator, presented on the CIP Dock & Dredge Project being stalled out due to land interest by the state, insufficient funds, and overlap by the Pioneer Park Boat Launch/Parking/Plug-ins & Peger Road Path (P6) Project and requested an official recommendation from the Chena Riverfront Commission. Staff requested that the CIP Dock & Dredge project be terminated.

Discussion ensued on the following:

- Overlapping Parks and Recreation CIP and AK DOT projects.
- Sediment naturally filling in the beach area and issues with continual dredging.
- Wilderness pavilion being relocated.

#### **NEW BUSINESS – continued**

- Funding retention options if project terminates.
- Input from Alaska Paddlers and Canoe Alaska.
- Golden Heart Plaza walking bridge and volunteer opportunities.

JONES, Seconded by EVERETT moved to recommend to the FNSB Administration that the Pioneer Park Chena River Launch Dock Repairs and Improvement Project be reprioritized in order to advance the AKDOT&PF P6 Project, which demonstrates greater alignment with the goals and policies of the Chena Riverfront Plan. Furthermore, the Pioneer Park Chena River Launch Dock Repairs and Improvement Project currently lacks adequate funding to proceed with the full intended scope.

WRIGHT, Seconded by HENSZEY moved to amend the motion to delete the second sentence and replace with "Furthermore, the Chena Riverfront Commission does not recommend dredging of this area and encourages reevaluation of the dock installation after completion of the P6 project."

Chair Binkley ruled a vote on the amendment will carry main motion to recommend to the FNSB Administration that the Pioneer Park Chena River Launch Dock Repairs and Improvement Project be reprioritized in order to advance the AKDOT&PF P6 Project, which demonstrates greater alignment with the goals and policies of the Chena Riverfront Plan. Furthermore, the Chena Riverfront Commission does not recommend dredging of this area and encourages reevaluation of the dock installation after completion of the P6 project.

#### **NEW BUSINESS – continued**

VOTE ON MOTION TO RECOMMEND TO THE FNSB ADMINISTRATION THAT THE PIONEER PARK CHENA RIVER LAUNCH DOCK REPAIRS AND IMPROVEMENT PROJECT BE REPRIORITIZED IN ORDER TO ADVANCE THE AKDOT&PF P6 PROJECT, WHICH DEMONSTRATES GREATER ALIGNMENT WITH THE GOALS AND POLICIES OF THE CHENA RIVERFRONT PLAN. FURTHERMORE, THE CHENA RIVERFRONT COMMISSION DOES NOT RECOMMEND DREDGING OF THIS AREA AND ENCOURAGES REEVALUATION OF THE DOCK INSTALLATION AFTER COMPLETION OF THE P6 PROJECT, AS AMENDED.

Yeses: Freiburger, Jones, Everett, Wright,

Morgan, Henszey, Binkley

Noes: None

MOTION AS AMMENDED CARRIED 7 Yeses, 0 Noes

G.3. Presentation by Adam Pruett, Flood Plain Administrator, and Kellen Spillman, Community Planning Director, to provide an overview of potential Chena Riverfront Plan update options, to include a discussion.

Adam Pruett, Flood Plain Administrator, and Kellen Spillman, Community Planning Director, provided a presentation on potential Chena Riverfront Plan update strategies.

Discussion ensued on the following:

- Formation of a subcommittee and work sessions for the Commission.
- Scope, schedule, and available budget.
- Chena Riverfront Plan being a Chena River specific policy adopted by state statute as part of the Regional Comprehensive Plan.
- Updating the Chena Riverfront Plan according to the ten year cycle currently outlined in policy.
- Alternative timing options for Chena Riverfront Plan renewal that better align with the Regional Comprehensive Plan.
- High priority improvements to the Chena Riverfront Plan being to specify when to consider waterway setbacks as opposed to waterway protection areas.
- Adding geographic components to the Chena Riverfront Plan such as specific areas for prioritizing zoning actions, threatened areas, and habitat restoration actions.
- Potentially incorporating PFAS information and Floodplain information into the Chena Riverfront Plan.

#### **H. EXCUSE FUTURE ABSENCES**

Commissioner Wright will be unavailable to attend the meeting scheduled for October 22, 2025 and Chair Binkley may be unavailable or able to participate remotely.

#### I. COMMISSIONERS' COMMENTS/COMMUNICATIONS

Commissioner Everett appreciated seeing the Commission in person.

Commissioner Wright expressed recognition and congratulations to the Riverboat Discovery for enhancing the Chena River and the role it plays in the community.

Commissioner Henszey commented on the river cleanup in June and expressed appreciation for the diversity of volunteers and importance of the river to the community.

Commissioner Freiburger expressed appreciation for Graehl Landing and all the work done on clean up and securement.

Commissioner Jones thanked Lee Williams for his presence and congratulated Pioneer Park on moving forward with improvements and appreciation for working together on projects with staff.

Ex Officio Member Netardus expressed his appreciation for the river and gave a public safety reminder.

Ex Officio Member Sprinkle gave appreciation for the liveliness of the meeting and the amount accomplished.

Chair Binkley thanked everyone for their active participation, welcomed new staff, expressed appreciation for Fairbanks, for the water, locals, the chance to share the river with new people visiting, and the commission's work to make Fairbanks a better place.

#### J. ADJOURNMENT

There being no further business to come before the Chena Riverfront Commission, the meeting was adjourned at 2:01 p.m.

APRROVED: October 22, 2025



# CLAY STREET CEMETERY COMMISSION REGULAR MEETING MINUTES – October 1, 2025 HELD VIA ZOOM WEBINAR AND IN FAIRBANKS CITY COUNCIL CHAMBERS 800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Clay Street Cemetery Commission convened at 5:01 p.m. on the above date to conduct a Regular Meeting in the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, and via teleconference, with **Chair Aldean Kilbourn** presiding and the following Commission members in attendance:

Members Present:

Jessica Desmond, Seat B

Aldean Kilbourn, Seat C (remotely)

Janet Richardson, Seat D

Julie Jones, Seat E Karen Erickson, Seat F Amy Stratman, Seat G

Jeremiah Cotter, Public Works Director (remotely)

Absent:

George Dalton, Seat A

Also Present:

Colt Chase, Deputy City Clerk

#### **APPROVAL OF REGULAR MEETING MINUTES**

- a) Regular Meeting Minutes of September 3, 2025
- J. Richardson, seconded by K. Erickson, moved to APPROVE the September 3, 2025 minutes.

**Chair Kilbourn** took a voice vote on the motion to APPROVE the September 3, 2025 minutes and all members voted in favor.

#### APPROVAL OF AGENDA

K. Erickson, seconded by J. Richardson, moved to APPROVE the agenda.

**Chair Kilbourn** took a voice vote on the motion to APPROVE the agenda and all members voted in favor.

#### **<u>CITIZENS COMMENTS</u>** – None

#### **COMMUNICATIONS TO COMMISSION**

C. Chase shared that a citizen who lives next to the cemetery had recently expressed concern over increasing instances of individuals bringing dogs on the property and not cleaning up. He reported that they had been shown the agenda and were happy to learn that the topic was scheduled for discussion.

#### **EVENTS & PUBLIC RELATIONS**

**J. Richardson** shared details about the recent annual history tour and clean-up project with 7th graders from Barnette Magnet School.

#### **FINANCIAL UPDATE**

**J. Jones** shared that she had placed their next Quiring Monument order, with the goal of spending the rest of their current year's bed tax grant money and getting their account balance back down to the level it was in November 2024. **C. Chase** confirmed that the Quiring invoice for \$6,225 had been submitted and that the remaining balance in their account is \$2,279.89. **J. Jones** stated that she can now complete the annual reporting for their bed tax grant and work on the application for next year's award.

#### UNFINISHED BUSINESS

- a) Cemetery Rack Card Redesign
- **J. Desmond** reported that she had not yet gotten back to working on the redesign. **J. Jones** asked if she wanted to return the task to the committee or if there was another way they could support her with the project. **J. Desmond** committed to making a concerted effort and would have something submitted for review and input in the near future.
- b) Application for Placement Elida Slaback

Chair Kilbourn noted that they had approved the application for placement at the September meeting. C. Chase explained that the item remained on the agenda under Unfinished Business as they were waiting for a response to the letter Chair Kilbourn had sent to the applicant, which included questions regarding logistics of the placement event planned for July 2026, as stated in the original application.

- c) Quiring Monuments Order
- **J. Jones** shared that the process of getting a quote and invoice was much smoother this time and that they are just waiting for names to be submitted back to her so she can forward them on. She noted that while the rates of the markers and shipping had not increased, a new crating fee had been added which had resulted in a slightly higher overall cost compared to their last few orders.

Chair Kilbourn reported that they are getting close to having their list of names ready for submission. J. Richardson confirmed that they will have a total of 21 names, including Betsy Sharp who was approved for placement at their last meeting.

#### **NEW BUSINESS**

- a) Discussion on Summer 2026 Groundskeeping Contracting Options
- **J. Richardson** stated that the biggest issue at hand is that the bagging attachment for the lawnmower is not being used, with the only reason provided being that it would take too much extra time to do so. She

described how headstones and crosses across the entire cemetery are constantly being covered in grass clippings and that it takes an incredible amount of volunteer time and energy to clear them off. She added that if it rains after a mow, before they have the chance to clear away clippings, it can be almost impossible to get the markers clean again. **J. Richardson** explained that they would like for the Public Works Department to dedicate someone to maintaining the cemetery grounds next summer and specifically ensure that the bagger is used. She added that if this would not be possible, they would like to explore the option of contracting this work out. She reiterated that they spend a substantial amount of money on buying high quality monuments, along with the dedicating hundreds of volunteer hours each summer, and that it is unfortunate to see things look poor due to grass clippings when a simple solution is readily available.

**C. Chase** summarized that if Public Works is unable to designate someone for the property, the question at hand is whether the Commission is permitted to pursue contracting out the work and, if so, should a request for funding such a contract be including in their upcoming bed tax grant application, a budgetary request through the Public Works Director, or both.

**Chair Kilbourn** shared that just 15 kids from the Barnette Magnet School, during their recent history tour and service project, had generated up to 20 full garbage bags of grass clippings in about an hour and a half. She noted that this barely represented one quarter of the entire property. She declared that the way the ground is left after mowing is unacceptable.

- J. Richardson stated that the current process of mowing and weed whacking takes up to three days.
- **J. Jones** asked if they would have need to go through the formal Request for Proposal (RFP) steps if they wanted to contract the work. She suggested that an organization like Festival Fairbanks, of which she is the Executive Director, could do the work for much less. She acknowledged that some options would be complicated by insurance and liability issues. She noted that hybrid approaches could also work, with Public Works mowing but a third party coming to haul away grass clippings as well as doing the edging.
- **J. Cotter** confirmed that the scope of work discussed would equate to an added employee. He committed to looking into the reason why current staff was not using the bagger but stated that he would assume it came down to time and their need to finish and move on to other jobs.
- C. Chase explained that if a potential contract would be less than a certain dollar amount, a simpler Request for Quote process is permitted under the City's purchasing policy.

**Chair Kilbourn** asked what the cost would be for a temporary employee through Public Works to perform the work as discussed so that J. Jones could incorporate it into their next bed tax grant application.

**J. Jones** suggested that if another employee would be added, they could potentially also have them be responsible for the upkeep of the grounds at City Hall, which she believes could really use a lift.

**Chair Kilbourn** asked if the bagger would not be used that it at least be removed from the shed. **J. Cotter** shared that he had previously asked for this to be done and that he would follow up personally on it.

**J.** Cotter shared that a temporary laborer would cost the City \$48.27 an hour. C. Chase pointed out that an outside contract could be for a flat amount rather than an hourly rate, which might be a cheaper option.

**J. Jones** asked if J. Cotter would be willing to put in the request for the extra laborer in the 2026 budget or if they should do so in their bed tax grant application. **J. Cotter** stated that they are already going to be requesting an increase for summer temporary labor. **C. Chase** pointed out that the timing for both approaches overlaps and thus is might be wise to request the funds through both avenues. **J. Jones** concurred that she would include it in their application.

Chair Kilbourn asked if they could specifically include within the application a plan that Festival Fairbanks would take care of the contracted work. **J. Jones** agreed. **C. Chase** noted that it could be as simple as a modifying the exiting contract between the City and Festival Fairbanks. **J. Jones** stated that she would speak with the City's Chief Financial Officer to confirm the best way to go about the idea. **J. Cotter** reiterated that they should be certain on any parameters for liability insurance.

- **J. Jones** stated that she would check in with J. Cotter in a few days to discuss the options and make sure that they have a clear proposal to include with the grant application.
- b) Signage Need: "No Animals Allowed"
- **J. Richardson** reported seeing several people bring their dogs to the cemetery, sometimes running free without any leash, and that owners have even allowed their dogs to urinate on headstones. She explained that the "No Animals Allowed" sign that used to be on the 7th Avenue gate had been leaning up against the shed for some time.

Chair Kilbourn requested that several signs be made and placed at multiple locations around the property.

- C. Chase recommended that the signs instead state "No Pets Allowed", citing requirements of the Americans with Disabilities Act.
- J. Cotter confirmed that Public Works could take care of this request.

**OPEN AGENDA** – None

**NEXT MEETING DATE** – November 5, 2025

#### **ADJOURNMENT**

Chair Kilbourn, seconded by K. Erickson, moved to ADJOURN the meeting.

Chair Kilbourn declared the meeting ADJOURNED at 5:36 p.m.

Aldean Kilbourn, Chair

Colt Chase, CMC, Deputy City Clerk

Transcribed by: CC