



FAIRBANKS CITY COUNCIL
AGENDA NO. 2025-05
REGULAR MEETING – MARCH 10, 2025
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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 any item pertaining to City business that is not up for public hearing. The total comment period is 30 minutes, 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 February 24, 2025

8. SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
5816	Ajimi Japanese Restaurant	Restaurant/ Eating Place	Ajimi, Inc.	69 College Road
5877	Lat 65 Brewing Company	Brewery Manufacturer	Latitude 65 Brewing Company, LLC	150 Eagle Avenue
5878	Lat 65 Ciderhouse	Winery Manufacturer	Latitude 65 Brewing Company, LLC	150 Eagle Avenue
328	Lat 65 Brewing Company	Beverage Dispensary	Latitude 65 Brewing Company, LLC	150 Eagle Avenue
4880	Friar Tuck's Hoagie House	Restaurant/ Eating Place	Joshua Roach & Stafford Roach	427 Merhar Avenue, Unit 2
4076	Brown Jug – Fairbanks	Package Store	Liquor Stores USA North, Inc.	559 Harold Bentley Avenue

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

Lic. #	DBA	License Type	Licensee	Address
13479	North Star Fire	Standard Marijuana Cultivation Facility	North Star Fire, LLC	3780 Leasure Street, Suite 3
11927	Green Life Supply, LLC	Retail Marijuana Store	Green Life Supply, LLC	511 30th Avenue
10958	Green Life Supply, LLC	Standard Marijuana Cultivation Facility	Green Life Supply, LLC	511 30th Avenue

- c) The Fairbanks City Council will hear interested citizens concerned with the following application for a New Marijuana Retail Store License. Public Testimony will be taken and limited to three minutes.

Type: Marijuana Retail Store, #39378
DBA: Blaze, LLC
Applicant: Blaze, LLC
Address: 607 Old Steese Highway, Suite 106, Fairbanks, Alaska

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCILMEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6311 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

13. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Clay Street Cemetery Meeting Minutes of February 5, 2025
- *b) Appointment to the Chena Riverfront Commission

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, FEBRUARY 24, 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 the City Council Chambers located at 800 Cushman Street, Fairbanks, Alaska, with Mayor David Pruhs presiding and the following Councilmembers in attendance:

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

Absent: None

Also Present: Thomas Chard, City Attorney
 Michael Sanders, Chief of Staff
 Margarita Bell, Chief Financial Officer
 Colt Chase, Deputy City Clerk
 Ron Dupee, Police Chief
 Richard Sweet, Deputy Police Chief
 Nathan Werner, Police Captain
 Andrew Coccaro, Fire Chief
 Kristi Merideth, FECC Manager (remotely)
 Jake Merritt, Human Resources Director (remotely)
 Jeremiah Cotter, Public Works Director
 Brynn Butler, Housing Coordinator

INVOCATION

The invocation was given by Deputy City Clerk Colt Chase.

FLAG SALUTATION

At the request of Mayor Pruhs, intern Skye Kaquatosh led the flag salutation.

CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)

Fire Chief Andrew Coccaro recognized Fairbanks Fire Department (FFD) member Cacy Wilfer who was recently promoted from Driver to Captain. A pinning ceremony was performed. Chief Coccaro shared details about the promotion process at FFD and offered congratulations.

CITIZENS' COMMENTS

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

Marylee Bates – M. Bates shared that she is the founder and former director of Fairbanks Youth Advocates, which operates The Door, a local shelter for youth that provides services, supplies, and connections to community resources. She recounted coming before the Council many years prior to present the idea of The Door, which was initially met with rejection. She discussed how the project ultimately moved forward with the combined support of City, State, and Federal resources. M. Bates stated that she recently felt prompted to come before the Council again to thank the City for taking a risk and supporting their mission. She shared statistics for the number of young people who have been served by the shelter since its inception. She noted that many youths who have been served by the shelter are now productive adult members of the community. She added that the organization has also helped intervene in situations involving potential teen suicide. She encouraged the Council to continue to be willing to take chances when it comes to doing what is right for the community.

Ms. Sprinkle thanked M. Bates for her comments. She stated she believed she heard that the shelter would be lowering the minimum age for those who may be served to only eight years old and asked if that was true. M. Bates acknowledged that she is no longer directly involved with the facility's operations but that she had heard the organization was working with the Office of Children's Services to allow for the admission of younger children when there is a lack of foster home options. She encouraged the Council to contact the current Executive Director for details.

Victor Buberger – V. Buberger asked for an update on plans for the downtown area after the demolition of the Polaris Building is complete. He discussed other currently empty lots in the central Fairbanks area and suggested that there are several opportunities for development other than the Polaris site. He stated that the community would appreciate insight on what is planned.

Mayor Pruhs, hearing no requests for additional comments, declared Citizens' Comments closed.

APPROVAL OF AGENDA AND CONSENT AGENDA

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

Ms. Therrien pulled item 12(a), Resolution No. 5164, from the consent agenda.

Mr. Ringstad pulled item 13(c), Memorandum Regarding Use of Police Department Capital Funds, from the consent agenda.

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

Deputy Clerk Chase read the consent agenda, as amended, into the record.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- a) Regular Meeting Minutes of February 10, 2025

APPROVED on the CONSENT AGENDA

SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
145	Boatel	Beverage Dispensary	Abie Neubauer, Inc.	3368 Riverside Drive
5736	Soba, LLC	Restaurant/Eating Place	Soba, LLC	535 2nd Avenue, Suite 106
1912	The Crepery	Beverage Dispensary	Bulgar Corp	523 2nd Avenue
4720	Corner Point Kitchen	Beverage Dispensary	Michael Rasmussen	No Premises
2512	Speedway Express	Package Store	AK, Inc.	2110 Peger Road
4216	Speedway Express	Package Store	AK, Inc.	99 College Road
4565	Speedway Express	Package Store	AK, Inc.	3569 S. Cushman Street

Mr. Ringstad, seconded by **Mr. Marney**, moved to WAIVE PROTEST on the alcohol license applications for renewal.

Mayor Pruhs called for Public Testimony.

Patrick Holland – P. Holland spoke in favor of the Soba, LLC renewal application. He shared that he works in the same area as the restaurant and that he has always found the owners to be responsible in their service of alcohol while maintaining other excellent business practices.

Mary Theresa Norman – M. Norman shared that she owns Terry's Vintage Boutique, which is located in the Co-Op Plaza downtown, across the hall from Soba. She expressed support for the Soba alcohol license renewal and stated that she has never witnessed any problems related to the restaurant's service. She acknowledged problems with intoxicated individuals coming from outside the building but not from Soba. She agreed that the business is responsible and respectful.

Daniel Duce – D. Duce spoke in support of the Soba renewal, stating that he believes it is a fantastic addition to the community. He added that they are responsible in terms of serving alcohol.

Mayor Pruhs, hearing no additional requests, declared Public Testimony closed.

Ms. Sprinkle asked if there had been any protests from City staff regarding the applications before the Council. Chief Financial Officer Margarita Bell clarified that the Finance Department had

initially submitted a protest for Speedway Express pending a compliance review. She indicated that the review had been satisfactorily completed and, as such, the protest had been rescinded.

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

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

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

Lic. #	DBA	License Type	Licensee	Address
11051	Northlink, LLC	Standard Marijuana Cultivation Facility	Northlink, LLC	1550 Cushman Street, Suite B
11053	True Dank	Retail Marijuana Store	True Dank, LLC	1550 Cushman Street, Suite A

Ms. Sprinkle, seconded by **Mr. Ringstad**, moved to WAIVE PROTEST on the marijuana license applications for renewal.

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

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

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

- c) The Fairbanks City Council held a public hearing on the following Package Store Repackaging Endorsement Application:

Type/Lic.: Package Store Repackaging Endorsement, Lic. #703

DBA: Gavora's Fine Wine

Applicant: Market Basket, Inc.

Location: 250 Third Street, Fairbanks

Mr. Ringstad, seconded by **Ms. Sprinkle**, moved to WAIVE PROTEST on the Package Store Repackaging Endorsement Application.

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

Ms. Therrien indicated that she was not familiar with that type of endorsement. **Mayor Pruhs** stated that it was also new to him but that he believes it allows the business to subdivide cases of product to sell individually or in assorted collections.

Ms. Sprinkle stated that she believes that is already being done and wondered if that means they have been doing so without proper endorsement. City Attorney Thomas Chard explained that the State of Alaska Alcohol and Marijuana Control Office (AMCO) had undertaken a large rewrite of Title 4, which governs regulations on alcohol. He stated that specialized endorsements have been implemented across the industry which is why they are now seeing this type of application.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION WAIVE PROTEST ON THE PACKAGE STORE REPACKAGING ENDORSEMENT APPLICATION AS FOLLOWS:

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

- d) The Fairbanks City Council held a public hearing on the following alcohol license application for transfer of location and ownership and restaurant endorsement:

Type/License:	Restaurant/Eating Place, License #5736
To DBA:	AK Burger Zone
To Owner:	AK Burger Zone, LLC
To Location:	20 College Road, Suite 8E, Fairbanks
From DBA:	Soba
From Owner:	Soba, LLC
From Location:	535 2nd Avenue, Fairbanks

Ms. Sprinkle, seconded by **Mr. Marney**, moved to WAIVE PROTEST on the alcohol license application for transfer of location and ownership and restaurant endorsement.

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

Ms. Therrien noted that the City Clerk's memo indicated that the location is in an area that does not currently have an active alcohol license. She asked if the applicant had completed all necessary requirements for the process. Attorney Chard explained that whenever a new license is being considered for an area, property owners within a 500-foot radius must be notified and public notification must be published in the newspaper. He pointed out that the Clerk's memo confirmed that all owners had been mailed the required notification and that the public notice had been printed in the Fairbanks Daily News-Miner.

Mayor Pruhs stated that it is uncommon to have no objections from the public or surrounding property owners when an alcohol license is transferred to a new area. He indicated that suggests the transfer is seen in a positive way.

Ms. Sprinkle noted that the license is being transferred from Soba, but the next agenda item is for another alcohol license transferring to Soba. She asked for clarification on the shuffling of licenses. Attorney Chard clarified that one license is a Restaurant/Eating Place license while the other is for a Beverage Dispensary license. He explained that there are differences in what is allowed to be served under each license.

Mr. Marney asked what the license being transferred to AK Burger Zone allows. **Mayor Pruhs** indicated that it would allow only for the service of beer and wine to those dining at the restaurant.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION WAIVE PROTEST ON THE ALCOHOL LICENSE APPLICATION FOR TRANSFER OF LOCATION AND OWNERSHIP AND RESTAURANT ENDORSEMENT AS FOLLOWS:

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

- e) The Fairbanks City Council held a public hearing on the following alcohol license application for transfer of location and ownership and restaurant endorsement:

Type/License:	Beverage Dispensary, License #3489
To DBA:	Soba Authentic Moldovan Cuisine
To Owner:	Soba, LLC
To Location:	535 2nd Avenue, Fairbanks
From DBA:	Tuffy's
From Owner:	Tuffy's, LLC
From Location:	3550 Airport Way, Unit 6, Fairbanks

Ms. Sprinkle, seconded by **Mr. Ringstad**, moved to WAIVE PROTEST on the alcohol license application for transfer of location and ownership and restaurant endorsement.

Mayor Pruhs called for testimony.

Bill St. Pierre – B. St. Pierre stated that his son is the current owner of the alcohol license being considered for transfer and that he could answer questions on his son's behalf. He echoed the earlier comments about the owners of Soba being respectful and hardworking.

Alla and Stanislav Gutsul – A. Gutsul and S. Gutsul introduced themselves as the owners of Soba.

Ms. Therrien asked the owners for more insight on their reasons for wanting a full dispensary license at their restaurant. S. Gutsul explained that they would like to serve a larger variety of drinks to increase the immersive, enjoyable dining experience. **Ms. Therrien** asked if Soba customers have requested liquor other than beer and wine. S. Gutsul stated that such requests are frequent and that they have to turn customers down. A. Gutsul added that many customers are tourists who would prefer a quick appetizer and cocktail as they often only have a 45-minute window, which is not enough time for a full meal.

Mayor Pruhs suggested that the operation is similar to The Crepery nearby. A. Gutsul confirmed that was correct and that the same applies to several other nearby restaurants.

Mr. Marney expressed his appreciation for Soba remaining in the downtown area.

Ms. Sprinkle shared that she has had several positive experiences at the Soba restaurant.

Mr. Cleworth asked about the logistics of entering the restaurant in the later hours of the evening when the rest of the businesses within the Co-Op Plaza are closed. S. Gutsul described how they handle entrances and exits when the other businesses are closed. A. Gutsul shared that they take responsibility for the entire building and patrol the space throughout every shift to ensure individuals coming in are only doing so to come to the restaurant. She explained that they will be using portable dividers to block off the hallways into the other areas of the building after the other shops close each day.

Mayor Pruhs asked the Gutsuls if they were the owners of the building and can control access parameters for patrons. A. Gutsul confirmed that they are the owners of the building. S. Gutsul added that they also have surveillance systems in place for security.

Mr. Ringstad thanked the Gutsuls for being responsible for a building so important to Fairbanks.

Ms. Therrien asked if they have problems with individuals who should not be coming into the restaurant and, if so, what they do in those situations. S. Gutsul acknowledged the challenges of being located downtown, including intoxicated individuals coming in from the street as well as those who are just looking to get out of the cold. He shared that they often allow folks to come inside to briefly warm up but that if they are intoxicated or otherwise cause a disturbance, they are asked to leave. He confirmed that they call the police when necessary. A. Gutsul confirmed that they have a multi-step procedure in place to address such issues.

Mayor Pruhs, hearing no additional requests, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION WAIVE PROTEST ON THE ALCOHOL LICENSE APPLICATION FOR TRANSFER OF LOCATION AND OWNERSHIP AND RESTAURANT ENDORSEMENT AS FOLLOWS:

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

Mayor Pruhs shared that the Polaris Working Group had begun meeting again, with a shift in focus from demolition to development. He described two paths forward for development at the site of the Polaris Building, summarized as follows:

- Plan A is for an entity to build a facility, approved by the City Council, either through purchase or lease of the property.

- The expectation would be a two-year plan to finalize occupancy of the property.
- Details will be published in mid-March.
- The City will accept letters of interest for the following two months.
- Those invited will have four-to-six months to submit full proposals.
- Development should begin between May 2026 and May 2027.
- Plan B would involve the City developing the property to create an attractive space that benefits the community, at an affordable price.
 - This would be pursued only if there are no interested parties or acceptable proposals for development that would occur in the next two to ten years.
 - A subgroup within the Polaris Working Group has been created to come up with viable ideas. Ms. Sprinkle is a part of that subgroup.
 - Development should begin in May 2026.
 - Any associated costs for Plan B that would be incurred in 2026 would need to be identified by October 1 in order to be included in the 2026 budget.

Mayor Pruhs declared that they are not going to let the property sit vacant and that the City Council will be included in all major decisions along the way, regardless of which plan is pursued.

Mayor Pruhs discussed the current the personnel situation at the City. He reviewed the total vacancies at FFD, noting that there are dozens of applicants in the queue. He provided details on the number of open dispatcher positions as well as those who are currently in training. He discussed Fairbanks Police Department's (FPD) staffing levels being stagnant, with challenges to grow numbers as added officers only serve to replace those who have retired or who will soon retire. He indicated that the losses have stopped, but they have yet to see growth. **Mayor Pruhs** provided details about his recent trip to Juneau to meet with legislators, which included discussions on changing rules about retired personnel coming back to work at a full-time status rather than only part-time. He shared that there is a new project underway to help with that challenge, and it will require some "outside-the-box" thinking. He stated that his number one priority while visiting the Capital was to advocate for no increases to municipal contributions to public employee retirement plans. **Mayor Pruhs** described how cities like Fairbanks have been paying high rate for the last 18 years and that they cannot allow it to go any higher. He shared that he also met with officials to advocate for the removal of certain regulations that are a part of the Community Development Block Grant program. He noted that the restrictions are not based in statute and should be able to be revised. He stated the goal is to allow the grant funds to be available for use towards the City's work on the Moore Street Senior Apartments as well as the City's efforts to combat blighted properties. **Mayor Pruhs** gave an update on blighted property work, stating that a list is being finalized by staff, to be reviewed by the City Attorney, of the locations to focus on for the year. He shared that the City has received complaints about certain properties, and each situation is reviewed to determine if there is a violation. He explained that while he will share the addresses of any property being looked into, he will not share full details on every case as the City Council is the appellant body for any owner wishing to appeal an action taken by the City. **Mayor Pruhs** reminded the Council that because of their role in an appeal process, members should not participate in any ex parte contact or investigation on any subject properties.

COUNCILMEMBERS' COMMENTS

Mr. Ringstad stated that he had no comments.

Mr. Marney thanked Mayor Pruhs for his detailed report.

Ms. Tidwell stated that she had no comments.

Ms. Sprinkle shared that at the recent Greater Fairbanks Chamber of Commerce meeting, it was reported that Chamber members and staff had participated in a successful fly-in to the State Capital, meeting with dozens of legislators. She stated that their primary focus was on affordable energy and workforce development.

Ms. Therrien asked if the Mayor had been able to attend any of the Alaska Municipal League (AML) meetings while in Juneau. **Mayor Pruhs** shared that he had and that he had been debating whether to run again to serve on the AML Board of Directors. He stated that while in Juneau, he realized that his involvement with that body serves as a great benefit to the City, so he will run again. He asserted that it was a very successful trip and that he would like to see such things continue. **Ms. Therrien** asked if there had been any discussion on the recent layoffs of federal employees and how the layoffs would impact Fairbanks, particularly the tourism industry. **Mayor Pruhs** reported that for the first ten minutes of the AML board meeting, the Executive Director reviewed the current situation, stating that everything is broken, funding is down, and it is unknown if things can be fixed. He stated that he had been asked for his opinion, which prompted him to share the importance of municipalities focusing on what they can control within their respective budgets and doing more with less. He declared that Fairbanks has done just that and indicated that complaining about issues beyond the City's control is not an option.

Mr. Cleworth asked if the request for proposal (RFP) for development at the Polaris Building site would include just the property where the building sits or the entire block. **Mayor Pruhs** stated that either option would be open for consideration, noting that if someone was interested in purchasing the entire block, there would be two other property owners that would need to be involved. He explained that either scenario would be considered in the initial letter of intent and that the four-to-six month window he described earlier would allow interested parties to work out details with any entities that may be involved in their overall proposal. **Mr. Cleworth** expressed hope in the RFP process, referencing a similar situation many years ago which ultimately resulted in the construction of the Marriott Hotel on First Avenue.

UNFINISHED BUSINESS

- a) Ordinance No. 6309 – An Ordinance Amending the 2025 Operating, Capital, and Fairbanks Transportation Center Budgets for the First Time. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

Ms. Therrien, seconded by **Mr. Cleworth**, moved to ADOPT Ordinance No. 6309.

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

Mayor Pruhs asked CFO Bell to review the items in the ordinance. CFO Bell explained that the budget amendment includes encumbrances and reappropriations from the prior year for open purchase orders and existing contracts. She highlighted changes including transfers from the General Fund to the Capital Fund and new expenditures from both accounts. She reviewed the various purposes for reappropriations across each department.

Mayor Pruhs stated that he wants to ensure the Council understands the ordinance in its entirety.

Mr. Ringstad expressed his concern that it can be difficult to navigate the numerous items within the ordinance. He pointed out that the Council gave up half of November and December to adopt a 2025 budget, and it is frustrating to see so many significant changes just two months into the year. He recalled that five budget amendments occurred in 2024. He stated that he would like to see a change in how the City budgets in the future, with a goal of setting amounts for the year and not having to revisit issues multiple times thereafter. He asked for further clarification on what items in the ordinance were housekeeping processes and which involve new expenditures. CFO Bell reviewed each item in detail, answering Mr. Ringstad's questions.

Mr. Ringstad asked for additional information on the language in Section 3 that addresses the lapse of appropriated funds as of December 31. Attorney Chard confirmed that if funds are not spent by the end of the year, they return to the General Fund and would need to be reappropriated the following year in order to be used for the originally intended purpose. **Mr. Ringstad** asked for, and received from CFO Bell, additional details on specific line items in the ordinance. He expressed concern over tying up more money on projects, citing the potential for negative financial impacts on other issues to be discussed later in an Executive Session.

Ms. Sprinkle referenced the money being moved to the Capital Fund and asked if it would be prudent to hold off until some of the City's pending financial unknowns are clearer.

Mr. Cleworth stated that the City was fortunate to have a surplus at the end of 2024, which exceeded the mandated fund balance. He noted that the ordinance proposes moving some of that surplus into the Capital Fund. He recalled that for many years the Council would put several million dollars into Capital as a way to plan ahead for vital, large equipment purchases. He suggested that it was prudent to make the transfer now, given that the original budget did not commit anything to Capital needs, which was one of the primary reasons he voted against the budget ordinance at the end of 2024. **Mr. Cleworth** reminded the Council that there is currently nothing available for FFD equipment purchases and that the necessary equipment for FFD can cost millions. He pointed out that what will remain in the fund balance is over \$15MM, which is \$5MM over their mandated minimum amount. He stated that the bigger concern is on page 2 where it shows the remaining balance of funds for the current year budget being only \$1.6MM, of which \$1.23MM may be eaten up by the contract associated with Ordinance No. 6311. He expressed worry in having only \$400,000 to get through the year. He reiterated that the budget is deficient in Capital considerations, and if any major problems arise the City would be in a difficult situation. **Mr. Cleworth** asked if the \$5.5MM shown for the Transportation Center Fund balance was actual money. CFO Bell clarified that the amount represented the value of the building and property itself. **Mr. Cleworth** asked if the number represented an original or depreciated value. CFO Bell confirmed that it was the depreciated value of the Transportation Center.

Ms. Sprinkle shared that there is still work being done on Ordinance No. 6285, which is intended to provide financial incentives for economic development within the City; she added that the ordinance had been postponed until May. She expressed concern that there would be no funding left to create any incentive program by the time the Council readdressed the ordinance.

Ms. Therrien agreed with Mr. Cleworth about the need to transfer money into the Capital Fund, given the surplus in the minimum General Fund balance. She noted that the Transportation Center Fund information was not available when the Council was working on the 2025 budget. She indicated that had no problems with the budget amendment as proposed.

Mayor Pruhs reiterated that his job is to ensure that the Council understands all aspects of the City's finances and that budgets are often fluid. He acknowledged that the Council has to perform the annual process of encumbrances and reappropriations and stated that the questions asked had been great. He added that he would be concerned if no questions were asked.

Mr. Ringstad agreed with the need for Capital funds. He explained that his concern was primarily with timing given the large unknowns looming ahead. He stated that it feels like the Council is painting itself into a corner and will soon be at a point where there is no other option but to go to the taxpayers for an increase. **Ms. Therrien** pointed out that any claims or judgements are outside of the tax cap. **Mr. Cleworth** confirmed that was correct but stated that such situations often involve a gap between the need for funds and when funds can be recovered through the tax cap.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6309 AS FOLLOWS:

YEAS: Therrien, Cleworth, Tidwell, Pruhs

NAYS: Sprinkle, Marney, Ringstad

Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6309 ADOPTED.

- b) Ordinance No. 6310 – An Ordinance Authorizing the Lease of Office Space in City Hall to the Denali Commission. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

Mr. Ringstad, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6310.

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

Mr. Marney asked if the space being leased was in the recently renovated area that was intended for a new childcare facility. Chief of Staff Mike Sanders clarified that the leased area would be unused space in the Building Department.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6310 AS FOLLOWS:

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Ordinance No. 6310 ADOPTED.

NEW BUSINESS

- a) Resolution No. 5164 – A Resolution Opposing the State of Alaska Department of Environmental Conservation Energy Rating Requirement for Residential Property Sales. Introduced by Mayor Pruhs and Councilmember Therrien.

Ms. Therrien, seconded by **Mr. Marney**, moved to APPROVE Resolution No. 5164.

Ms. Therrien spoke in favor of the resolution and encouraged others to sponsor it.

Ms. Sprinkle, Mr. Cleworth, Ms. Tidwell, and Mr. Marney asked to be added as sponsors.

Mr. Ringstad stated that the community had been at odds with the Environmental Protection Agency's (EPA) mandates regarding air quality and that they have reached a point where the most onerous parts have been taken out. He suggested that the recent regulations seem to be a compromise, and he would hate to see things swing back to more restrictive measures or for the whole process to start over if opposition is not well-received. He acknowledged that the energy audit requirement does not make sense but expressed concern with the potential to lose ground.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 5164 AS FOLLOWS:

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Resolution No. 5164 APPROVED.

- b) Ordinance No. 6311 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association. Introduced by Mayor Pruhs.

ADVANCED on the CONSENT AGENDA

WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- a) Fairbanks Diversity Council Meeting Minutes of January 14, 2025

ACCEPTED on the CONSENT AGENDA

- b) 2024 Sole Source Purchasing Report

ACCEPTED on the CONSENT AGENDA

c) Memorandum Regarding Use of Police Department Capital Funds

Mr. Ringstad asked if the request for funding was new or whether it had been previously authorized. CFO Bell confirmed that it is a reallocation of funds originally budgeted for \$120,000 for FPD car cameras and \$300,000 for new vehicles. She explained that there are still unresolved issues with the camera technology and that the department would like to reallocate the funds to purchase four vehicles instead of three. **Mr. Ringstad** asked what would happen with the cameras. CFO Bell clarified that FPD will continue to seek a solution and then come back to the Council. Chief of Staff Sanders shared that the issues raised in the recent Work Session were referenced in a newspaper article which caught the attention of Motorola. He reported that the company has since reached out to schedule a meeting to work with the City and find solutions.

Ms. Sprinkle expressed support for the reallocation of funds but asked for clarification on whether the change had already been approved. CFO Bell stated that the memo had not yet been accepted.

Mr. Marney asked if FPD lost a vehicle in a recent incident involving a reckless driver. Police Chief Ron Dupee reported that a few vehicles had sustained minor damage but nothing that had sidelined any units. He explained that their fleet is slowly aging as they work on a backlog of equipment orders. He shared that an order for three trucks, placed in November 2023, is still waiting for upfitting in Texas. He reported that they got an unexpected call from the supplier informing them that another vehicle was on the lot and available, if the City would like to add it to their order. Chief Dupee explained that given the increasing delays in order fulfillment timelines, the City would do well to take advantage of the opportunity.

Ms. Sprinkle asked if those who cause damage to FPD vehicles in the course of committing a crime are made to compensate the City for the cost of repairs. Chief Dupee confirmed that they provide the District Attorney's Office with the cost to repair or replace vehicles in such situations, although that does not guarantee that the City will receive compensation as part of a judgement. He added that the City also files claims with insurance companies whenever possible.

Ms. Therrien asked about the cost of the fourth vehicle. Chief Dupee replied that an upfitted Chevy Tahoe costs around \$90,000. He indicated that they also have unused funds from the previous year due to changing the graphic design. He explained that the vehicles are now easier and cheaper to maintain, saving up to \$1,400 per vehicle. **Ms. Therrien** asked why \$120,000 should be reallocated instead of \$90,000, leaving \$30,000 for cameras. Chief Dupee confirmed that they only need enough for the fourth vehicle. **Mr. Cleworth** noted that what is not spent would remain in the Capital Budget for FPD and be available for cameras when those issues are resolved.

Mr. Cleworth, seconded by **Mr. Ringstad**, moved to ACCEPT the Memorandum Regarding Use of Police Department Capital Funds ("Memorandum").

Mr. Ringstad asked for more details about the process of reallocating the funds via memorandum versus a budget amendment ordinance. CFO Bell reiterated that the funds were already appropriated and that the only change is for the use of the funds. She noted that anytime a change in a budget narrative or stated purpose of a line item is considered, an ordinance is not necessary

if there is no change to the dollar amount. She added that the memorandum seeks authorization for the change even though there is no change in the dollar amount. CFO Bell summarized that the FPD's budgeted amount for vehicle purchases and camera equipment is \$420,000, and they are simply revising how that dollar amount is divided between the two items.

Mr. Ringstad raised issue with the language of the motion stating that the Council was "accepting" the memorandum rather than "approving" the change contained therein.

Ms. Therrien, seconded by **Mr. Ringstad**, moved to AMEND the motion to accept the memorandum by changing the action from "accept" to "approve."

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE MOTION TO ACCEPT THE MEMORANDUM BY CHANGING THE ACTION FROM "ACCEPT" TO "APPROVE" AS FOLLOWS:

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MEMORANDUM AS FOLLOWS:

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

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

Mr. Ringstad, **Mr. Marney**, and **Ms. Tidwell** each stated that they had no reports or comments.

Mr. Cleworth asked what happens to the \$10,000 annual supplemental permanent life insurance plan payments made for FPD officers who leave prior to reaching the threshold to receive the plan benefits. CFO Bell reported that the funds are returned to the City and go back into the General Fund. She added that this had occurred twice for employees who have left and that the City also receives accrued interest from those policies. **Mr. Cleworth** discussed the Council's recent challenge to the Borough Assembly to participate in a friendly bowling match. He shared that he spoke with the bowling alley and it appears that Saturdays are the only day available that would not conflict with the regular meeting schedules for the two bodies.

Ms. Therrien shared that the State Legislature would hold a hearing the following day for a bill that addresses the safe surrendering of infants, an issue which she believes **Mr. Marney** had raised in the past. **Mr. Marney** confirmed that he will testify at the hearing. **Ms. Therrien** reported that those in the Fairbanks area will also have an opportunity to testify regarding the State budget during the Legislature's Finance Committee meeting on February 26. She noted that the 2024 Sole Source Purchasing Report included a \$130,000 expense for the City to transport a fire engine to

Pennsylvania for repairs. She expressed disappointment that there was not a local or otherwise less-costly option. **Mayor Pruhs** stated there had been much discussion about the issue at the time.

Ms. Sprinkle stated that she had nothing to report and no comments.

CITY CLERK'S REPORT

Deputy Clerk Chase stated that he had nothing to report.

CITY ATTORNEY'S REPORT

Attorney Chard stated that he had nothing to report.

EXECUTIVE SESSION

Mr. Cleworth, seconded by **Ms. Therrien**, moved to ENTER into an Executive Session to discuss *Roberts v. COF, et al.*

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

Mayor Pruhs called for a brief recess. The Council reconvened in Executive Session at 8:21 p.m.

- a) *Roberts v. COF, et al.* – Guidance from Council [permissible under State law, including the provision at AS 44.62.310(c)(3)] (*ended at 9:47 p.m.*)

Mr. Cleworth stated that the Council met in Executive Session to discuss the *Roberts v. COF, et al.* case. He affirmed that direction was given to legal counsel, and no action was taken.

ADJOURNMENT

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

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

Mayor Pruhs declared the meeting adjourned at 9:48 p.m.

DAVID PRUHS, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: CC




800 Cushman Street
Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: Alcohol License Renewal Applications

DATE: March 5, 2025

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

Lic. #	DBA	License Type	Licensee	Address
5816	Ajimi Japanese Restaurant	Restaurant/ Eating Place	Ajimi, Inc.	69 College Road
5877	Lat 65 Brewing Company	Brewery Manufacturer	Latitude 65 Brewing Company, LLC	150 Eagle Avenue
5878	Lat 65 Ciderhouse	Winery Manufacturer	Latitude 65 Brewing Company, LLC	150 Eagle Avenue
328	Lat 65 Brewing Company	Beverage Dispensary	Lat 65 Brewing Company, LLC	150 Eagle Avenue
4880	Friar Tuck's Hoagie House	Restaurant/ Eating Place	Joshua Roach & Stafford Roach	427 Merhar Avenue, Unit 2
*4076	Brown Jug – Fairbanks	Package Store	Liquor Stores USA North, Inc.	559 Harold Bentley Avenue

*This renewal application (license # 4076) also includes the following package store endorsements:

- Shipping Endorsement (#15313) – Authorizes the license holder to sell alcoholic beverages to a person who makes an order to that licensee for shipment. An endorsement holder may ship alcoholic beverages only to the purchaser and only in response to an order.
- Repackaging Endorsement (#15450) – Authorizes license holder to subdivide and sell alcoholic beverages from original packages with federally compliant labels to smaller containers with the standard federal government warnings and the product name.
- Sampling Endorsement (#15564) – Authorizes license holder to offer at no charge a small sample of an alcoholic beverage from its inventory during business hours but not from 12 a.m. - 8:00 a.m. The endorsement holder may serve samples to a person each day not to exceed a certain number of ounces, depending on the beverage type. An endorsement holder may not publicly advertise sampling activities conducted under the endorsement.

Pursuant to FGC Sec. 14-178 the Council may determine whether to protest alcohol license renewal applications after holding a public hearing. As required by FGC Sec. 14-167(b), I have sent written notice of the public hearing to the above-listed licensees. The 60-day response deadline to AMCO for these alcohol license renewals is April 1, 2025.

The Police Department has included focused call reports, as requested by Council, for the locations listed above. **There are no department-recommended protests** for these alcohol license renewal applications.

Link

Event ID

Call recv

AVL

Print

Report

Event Info

Notes

Times

R/E Log

Other

Log Entry

Ani/Ali

Patients

Employee

Names

Vehicles

Rpt #

Source

PU

EMS

Fire

Law

Resc

Othr

Loc

69 COLLEGE RD

FAIR

X-ST

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Service

Agency

Stat/Beat

District

RA

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Address

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Next



Add



Duplicate



Delete



Search



View



Exit Srch

Link

Event ID

Call recv



AVL



Print

Report

Event Info

Notes

Times

R/E Log

Other

Log Entry

Ani/Al

Patients

Employee

Names

Vehicles

Rpt #

Source

PU

EMS

Fire

Law

Resc

Othr

Loc

150 EAGLE AVE

FAIR

X-ST

Jur

Service

Agency

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District

RA

Busi

LAT 65 BREWING CO AND CIDER HOUSE

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Priority

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Caller

Address

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Hist

Alarm

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Add To RMS

Send Export

View Text

Re-Open



Include delayed events



Include cancelled events

ONESolution CAD



No match found.

Ok



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Next



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CITY OF FAIRBANKS PUBLIC SAFETY

Event List with Report Numbers

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
24002078	06/27/2024 14:51:08	SI - FIELD CONTACT	427 MERHAR AVE	O42	RPT	06/27/2024 19:41:52

Total Number of Events Listed: 1

CITY OF FAIRBANKS PUBLIC SAFETY

Event List with Report Numbers

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
25000432	02/06/2025 01:24:40	SI - FOLLOW-UP	559 HAROLD BENTLEY	O28	RPT	02/11/2025 23:32:22
25000432	02/05/2025 23:06:04	THEFT OR VEH THEFT	559 HAROLD BENTLEY	O28	RPT	02/06/2025 00:51:43
24004021	12/02/2024 20:52:16	RETAIL THEFT PROGRAM	559 HAROLD BENTLEY	S15	RPT	12/03/2024 13:09:55
24002913	08/29/2024 12:19:39	PAST THEFT - BRAVO	559 HAROLD BENTLEY	O11	RPT	08/29/2024 14:05:50

Total Number of Events Listed: **4**




800 Cushman Street
Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: Marijuana License Renewal Applications

DATE: March 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
13479	North Star Fire	Standard Marijuana Cultivation Facility	North Star Fire, LLC	3780 Leasure Street, Suite 3
11927	Green Life Supply, LLC	Retail Marijuana Store	Green Life Supply, LLC	511 30th Avenue
10958	Green Life Supply, LLC	Standard Marijuana Cultivation Facility	Green Life Supply, LLC	511 30th Avenue

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest a marijuana license renewal application after holding a public hearing. As required by FGC Sec. 14-214(b), I have sent written notice of the public hearing to the above-listed licensees. The 60-day response deadline to AMCO for these marijuana license renewals is April 11, 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. FNSB responded with no complaints. AMCO provided the attached list of 12 odor complaints within the past year for license no. 10958, the Green Life Supply cultivation facility.

The Police Department has included focused call reports, as requested by Council, for the locations listed above. **There are no department-recommended protests** for these marijuana license renewal applications.

Link Event ID

Call recv



AVL



Print



Report

Event Info Notes Times R/E Log Other Log Entry Ani/AlI Patients Employee Names Vehicles

Rpt# Source PU EMS Fire Law Resc Othr

Loc 3780-03 LEASURE ST FAIR

X-ST Jur Service Agency

Stat/Beat District RA

Busi NORTH STAR FIRE Ph# () - Call group

Nature Alarm Priority QA

Caller Hist Alarm

Address SOS

Veh# To RMS Send Export

☒ Include delayed events ☒ Include cancelled events

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ONESolution CAD



No match found.

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Link

Event ID

Call recv

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Report

Event Info

Notes

Times

R/E Log

Other

Log Entry

Ani/Ali

Patients

Employee

Names

Vehicles

Rpt #

Source

PU

EMS

Fire

Law

Resc

Othr

Loc

511 THIRTIETH AVE

FAIR

X-ST

Jur

Service

Agency

Stat/Beat

District

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GREEN LIFE SUPPLY CO

Ph#

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Call group

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Alarm
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Priority

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Caller

Address

Veh #

ONESolution CAD



No match found.

Ok

☒ Include delayed events

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Next



Add



Duplicate



Delete



Search



View



Exit Srch

From: [Bankowski, Joe \(CED\)](#)
To: [Serezhenkov, Kristina R \(CED\)](#)
Subject: Green Life Supply Odor Complaints
Date: Wednesday, February 19, 2025 9:22:50 AM
Attachments: [image001.png](#)

GREEN LIFE SUPPLY (10958) ODOR COMPLAINTS

3/7/24
3/16/24
4/5/24
7/19/24
8/23/24
9/12/24
11/4/24
11/26/24
12/11/24
12/17/24
12/21/24
12/28/24



Joe Bankowski
Special Investigator II
Enforcement Unit
Alcohol & Marijuana Control Office
550 W 7th Ave
Anchorage, AK 99501
(907) 269-0355
joe.bankowski@alaska.gov




800 Cushman Street
Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: New Retail Marijuana Store License Application

DATE: March 5, 2025

Notification has been received from the Alcohol and Marijuana Control Office (AMCO) of an application for a new Retail Marijuana Store License for the following applicant:

License #: **39378**
License Type: **Retail Marijuana Store**
D.B.A.: Blaze, LLC
Licensee/Applicant: Blaze, LLC
Physical Location: 607 Old Steese Highway, Suite 106, Fairbanks
Mailing Address: 607 Old Steese Highway, Suite 106, Fairbanks

Corp/LLC Agent:	Mailing Address	Phone	Date and State of Ltd/Partner/Corp	Good Standing?
Blaze, LLC Clifford Russell	607 Old Steese Hwy, Suite 106 Fairbanks, AK 99701	907-328-5919	08/10/2023 – AK	Yes

Member/Officer/Affiliate:	Mailing Address	Phone	Title/Shares (%)
Clifford Russell	1209 Sinclair Avenue North Pole, AK 99705	907-328-5919	Manager/Member – 100%

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest the marijuana license application after holding a public hearing. The 60-day deadline for the City's response to AMCO is March 21, 2025.

A notice of the date, time, and place of the public hearing has been mailed to all property owners within 1,000 feet of the proposed retail marijuana store, and a notice of the public hearing will be published in the Fairbanks Daily News Miner on Friday, March 7, 2025.

An internal investigation was done to ensure that the location does not fall within 750 feet of a school or a drug or alcohol rehabilitation facility, as defined in and prohibited by FGC Sec. 14-2132(c). There are no such facilities within 750 feet of the proposed location of this license.

There are **no departmental objections** to the issuance of this license.



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Blaze LLC	License Number:	39378
License Type:	Retail Marijuana Store		
Doing Business As:	Blaze LLC		
Physical Address:	607 Old Steese Hwy, Suite 106		
City:	Fairbanks	State:	AK
		Zip Code:	99701 - 3161
Designated Licensee:	Clifford Russell		
Email Address:	cliffordrussell@blazeak.com		

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Form M5-03: Retail marijuana store
-----------------	------------------------------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board

Operating Plan Supplemental

Form MJ-03: Retail Marijuana Store

Why is this form needed?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal
- Walk-up or drive-through exterior window pick-up service

This form must be completed and submitted to AMCO's Anchorage office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Blaze LLC	MJ License #:	39378
License Type:	Retail Marijuana Store		
Doing Business As:	Blaze LLC		

Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Starting hours will be 9am-9pm, all marijuana deliveries will be received with the driver signed in and escorted to a secure location to verify and complete transaction. All product will be security out of reach of consumers. Customers upon entry will be IDed by staff, ATMs available on site will product on display walls behind secure counters. They may ask for what they want to be gathered by the employees. Upon checking out IDs will be reverified and customers may complete their transaction. Then their product will be bagged and handed to them. Cont. on Page 6

**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 3 – Exterior Window Service Operating Plan**

3.1. Describe how you will comply with the requirements set forth in 3 AAC 306.380 and 3 AAC 306.715. Your response must include include policies and procedures regarding video surveillance, ID verification, display of marijuana or marijuana products, security features including alarm systems and locks, measures to prevent consumers from unlawfully accessing marijuana and funds through the exterior window and licensee control of the area outside of the exterior window.

Read each statement below, and then sign your initials in the corresponding box to the right [if applicable]:

Initials

I have included a title, lease or other documentation showing sole right of possession to the additional area(s), including the exterior window area, if the additional area(s) are not already part of my approved licensed premises.

I certify the area immediately outside the walk-up or drive-through exterior window does not include any public property including public streets, public sidewalks, or public parking lots.

I certify I have read, understood and will comply with all requirements set forth in 3 AAC 306.380, 3 AAC 306.715 and 3 AAC 306.720.

Section 4 – Prohibitions

Review the requirements under 3 AAC 306.310.

4.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

IDS will be verified twice before purchase. Anyone seeming incoherent physically or mentally will be refused service and asked to leave. Notices that consumption is not allowed on property will be posted at registers. Cameras will allow us to know and remove any one not in compliance. If needed authorities will be called.

4.2. I certify that the retail marijuana store will not:

Initials

- a. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355; or in violation of 3 AAC 306.380.
- b. Sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet; other than as permitted under 3 AAC 306.380.
- c. Offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
- d. Offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
- e. Allow a person to consume marijuana or a marijuana product on the licensed premises, except as allowed under 3 AAC 306.370.

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**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 5 – Signage and Advertising**

Review the requirements under 3 AAC 306.365 and 306.770. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

CRR

5.2. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

CRR

a. Is false or misleading;

CRR

b. Promotes excessive consumption;

CRR

c. Represents that the use of marijuana has curative or therapeutic effects;

CRR

d. Depicts a person under the age of 21 consuming marijuana; or

CRR

e. Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

CRR

5.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. Within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

CRR

b. On or in a publicly owned or operated property;

CRR

c. Within 1,000 feet of a substance abuse or treatment facility.

CRR

Section 6 – Displays and Sales

6.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

Product will be displayed on walls blocked off by counters, in refrigerator behind counter or in jars in a sealed unaccessible to the public case. Product will be retrieved by staff and held until transaction is complete. From there product will be bagged before given to customer.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 7 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

7.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

All packaging supplies purchased and used within the facility will be pre approved to meet the required guidelines, such as being smell and childproof as well as any others laid forth. All packages will be sealed and confirm the standard of quality required before completing sale.

7.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):

Preroll - Example only - .5g - Aurora Blaze
[Supplier License], [Supplier Name]
Net Wt.: 0.5g, Tested By: [Tested By], [package ID]
Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.

Preroll - Example only - .5g - Aurora Blaze
[Supplier License], [Supplier Name]
Batch #: [batch #], Net Wt.: 0.5g, [package ID]
TAC: 0.1%, THC-A: 0.1%, THC: 0.1%
Blaze, [store license number]



E22os0qQvc

All information on
Soil, fertilizers,
Pesticides, microbial
testing, solvents
and all relevant information
Will be readily available
on site and digitally.
Stored with all
metric manifests
and data inputted
into the POS
System.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 8 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

8.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

ID lights will be required at all stations. Training in Proper identification will be provided and renewed by all staff on an anual basis. Any suspection ids will be denied or scanned by our POS systems. If unable to verify the validity of an ID the customer will be asked to leave.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

8.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

CRQ

Section 9 – Waste Disposal

Review the requirements under 3 AAC 306.740.

9.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

Any marijuana waste will be recorded both physcially and digitally in our records. On camera at all times, the physcial product will be ground up in the secure office and mixed with either shredded paper, soil, or a mix of both. It will be immediatly secured and transported into the onsite and secured dumpster. Any waste will be mixed with a 50/50 ratio of Plastic and soil. It will be immediatly reported through our POS System to metrc and Confirmation of Change confirmed in metrc as well.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

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

CRQ

Clifford Russell

Printed name of licensee

[Signature]

Signature of licensee



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):

2.1 Continued: secure location includes Back office. Upon confirming ID and handlers cards match and are valid they will sign in to Guest Sheet and be provided a visitors pass and escorted into back office to confirm delivery. Staff will confirm each item on the manifest matches the metre tag number, item, and Quantity before accepting order and reporting to metre.



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Blaze LLC	License Number:	39378		
License Type:	Retail Marijuana Store				
Doing Business As:	Blaze LLC				
Physical Address:	607 Old Steese Hwy, Suite 106				
City:	Fairbanks	State:	AK	Zip Code:	99701 - 3161
Designated Licensee:	Clifford Russell				
Email Address:	cliffordrussell@blazeak.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Form MS-01: Marijuana Establishment Operating Plan
-----------------	--

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Why is this form needed?**

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Blaze LLC	MJ License #:	39378		
License Type:	Retail Marijuana Store				
Doing Business As:	Blaze LLC				
Premises Address:	607 Old Steese Hwy, Suite 106				
City:	Fairbanks	State:	Alaska	ZIP:	99701

Mailing Address:	607 Old Steese Hwy, Suite 106				
City:	Fairbanks	State:	Alaska	ZIP:	99701

Designated Licensee:	Clifford Russell				
Main Phone:	907-328-5919	Cell Phone:	907-347-4899		
Email:	klyph3@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

On site age restriction will be posted on the outside door and entry way before you are able to enter the premises. Following this approved identification will be checked at the door before approved entry followed by identification will be verified again at time of purchase. Should someone not of age try and force entry after warning and dismissal the authorities will be contacted.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

All restricted areas will be physically bared off by counters and counter doors, as well as all access to areas will be monitored by both staff and cameras during all business hours. Should the public try to forcibly breach these areas the authorities will be immediately contacted.

Signage will be posted in front and on Restricted area Doors stating "NO ENTRY, Restricted Access". Doors in restricted Access areas will have Physical Key and electronic Code locks.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

All visitors will be required to sign into a sign on sheet including their name, date of birth, and ID Number and will be required to wear a visitors pass and be with an escorting employee during their entire time in the restricted access areas. All areas will be surveyed by cameras as well.

Only one guest Per escort Will be allowed, with one Person free to watch front of store.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:

Blaze LLC

Lic # 39378

Visitor Pass 1



Brianna Knudson
DOB: 04/21/2000
Handlers: #35896

Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Outside surveillance is equipped with automatic lighting. Additionally there are street lamps and above head lighting along the outside of the properties. All cameras are equipped with night vision as well should the lighting fail under any circumstances.



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

As well as the security cameras across the property and all entrances. There will be Vivint security installed on the doors and windows that will be armed during non operational hours. There will be less than 60 seconds to put in an individual's personalized code to disarm the system. If that is not done within the time limit or there are 3 or more failed attempts the security sounds will immediately go off, the store owner and store manager will be notified on their personal devices, and Vivint security will immediately contact the local authorities and alert them of a break in. If it was a mistake the owner or store manager can remotely check the cameras and disarm and alert the authorities that it was a false alarm. Within 24 hours of break in or unauthorized access Amco will receive an email with all information and police report. A call and or message will be left on Amco phone as well. A follow up call at next business hours to confirm notice will be made as well.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

All product must be counted upon delivery and recorded. A minimum of once a week all marijuana product will be inventoried and verified. All of this will be verified by management and documents scanned for document retention. Product will not be made available or accessible to the consumer until after purchase. During purchase all items will be scanned and then verified in the POS system before completing the sale. Any discrepancies will be followed by investigation and review of security cameras. The metric report will be printed and individually verified and discrepancies reported to both POS and metric immediately.

3.7. Describe your policies and procedures for preventing loitering:

Staff will be monitoring security and any one determined to be loitering will be informed by the staff that this is illegal and asked to be removed. If they do not leave the premises the appropriate authorities will be notified.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.

CAR



Form MJ-01: Marijuana Establishment Operating Plan

Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility.

CRR

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image.

CRR

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application.

CRR

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board).

CRR

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

360 degree Cameras are strategically located through out the location to ensure there are no blind spots and a camera pointed at the outside front entrance and rear exit to ensure full coverage. There are three cameras located within the store main area with 360 view that allows for full coverage of all staff and product locations and confirmed no blind spots. As well as all restricted access areas are recorded as well. There are two cameras outside the front of the store with clear view of the parkinglot and sidewalks with more then 20 feet view in all directions. There is a single camera at the back exit with more then 20 feet view in all directions of the door.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

Back ups on both the security system and the managers office will be located onsite in the main office that only authorized personel have access to. There is two locks on the office door and the security system is password protected. Archives will be saved both to the computer as well as to the DVR that is directly connected to the security system within a locked box. Should Amco need copies of anything or enforcement, digital or Physical copies Can be provided at any time.



Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

CRR

CRR

CRR

CRR

CRR

CRR

CRR

CRR

CRR

CRR

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All records will be recorded three times. A physical copy will be retained of all documents. A local saved digital file on the office computer. And a cloud save of the digital copy will be retained as well. This prevents failure of any one system from causing the loss of the document.

The records will be stored on site in the limited access office for a period of 12 months and digital copies will be stored on the office computer indefinitely.



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

CRR

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

CRR

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

CRR

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

CRR

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

CRR

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

CRR

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

After the marijuana handlers course there is a company training procedure that includes informational videos about all product types we carry and necessary information including testing, product properties, safe usages, local laws, ect. This will be followed by a training course on our POS system. After this there will be a one on one training with each new employee for their first week were they will not be asked to assist anyone by themselves. Following this there will be an additional training week unassisted where they will be shadowed but will be asked to implement their training so far by completing the transaction, assistance only given as needed.



Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.

CRR

7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.

CRR

7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.

CRR

7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).

CRR

Answer "Yes" or "No" to each of the following questions:

Yes No

7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.



7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.



7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

There is a secure safe located in the onsite office for all product to be stored. We will not be transporting any marijuana product ourselves. Certified and approved transporters such as Gias will be hired to assistance in any cases where it is needed. IDs and handlers permits will be verified by staff upon deliveries arrival. one at a time using the metre report Staff will confirm that the metre Tag number, item, quantity all match what is reported for delivery before signing and accepting the order.



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

CRR

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

CRR

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

CRR

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

CRR

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

CRR

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

CRR

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

CRR

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Signage included AMCO regulations regarding marijuana consumption age, purchases, and safety rules will be posted on the front door including our hours. There is cameras in the front entrance before entering the store if there are age concerns that can check any IDs before entering the store. Signs including our logo and store name will be located on the inside and outside of the building. Any remaining signage will be decoration including marijuana and otherwise themed art.
2 Signs of our logo will be located on outside window and door.
AS well as over head sign approximately 13 feet in length will store name and logo, window and door signs will be less the 2 feet. See attached image for logo.



Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

See attached store logo.

Advertisements will include onsite signage previously listed.

Promotional flyers may be posted onsite.

Business cards including store logo and contact information will be provided onsite.


At this time there is no intention of other forms of advertising.

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

CAH

Clifford Russell

Printed name of licensee


Signature of licensee



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

Store logo:





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Blaze LLC	License Number:	39378		
License Type:	Retail Marijuana Store				
Doing Business As:	Blaze LLC				
Physical Address:	607 Old Steese Hwy, Suite 106				
City:	Fairbanks	State:	AK	Zip Code:	99701 - 3161
Designated Licensee:	Clifford Russell				
Email Address:	cliffordrussell@blazeak.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Form MS-02 Premises Diagram
-----------------	-----------------------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board Form MJ-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
A diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
If different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change or Form MJ-31: Walk-Up or Drive-Through Exterior Window Pick-Up Diagram and Operating Plan must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
A **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
An **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
A diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's Anchorage office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Blaze LLC	MJ License #:	39378
License Type:	retail marijuana store		
Doing Business As:	Blaze LLC		
Premises Address:	607 Old Steese Hwy, suite 106		
City:	Fairbanks	State:	Alaska
		ZIP:	99701-3161



Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. However, AMCO will require full coverage of the walk-up or drive-through exterior window area as required by 3 AAC 306.380(b) and (g) for marijuana retail establishments. Items marked with a double asterisks (**) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows, including walk-up or drive-through exterior window for marijuana retail establishments
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ ** Serving area(s)
- ☐ **Employee monitoring area(s)
- ☐ **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference

The following additional details must be included in Diagram 5:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference

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

Initial:

Clifford Russell

Printed name of licensee

[Signature]

Signature of licensee

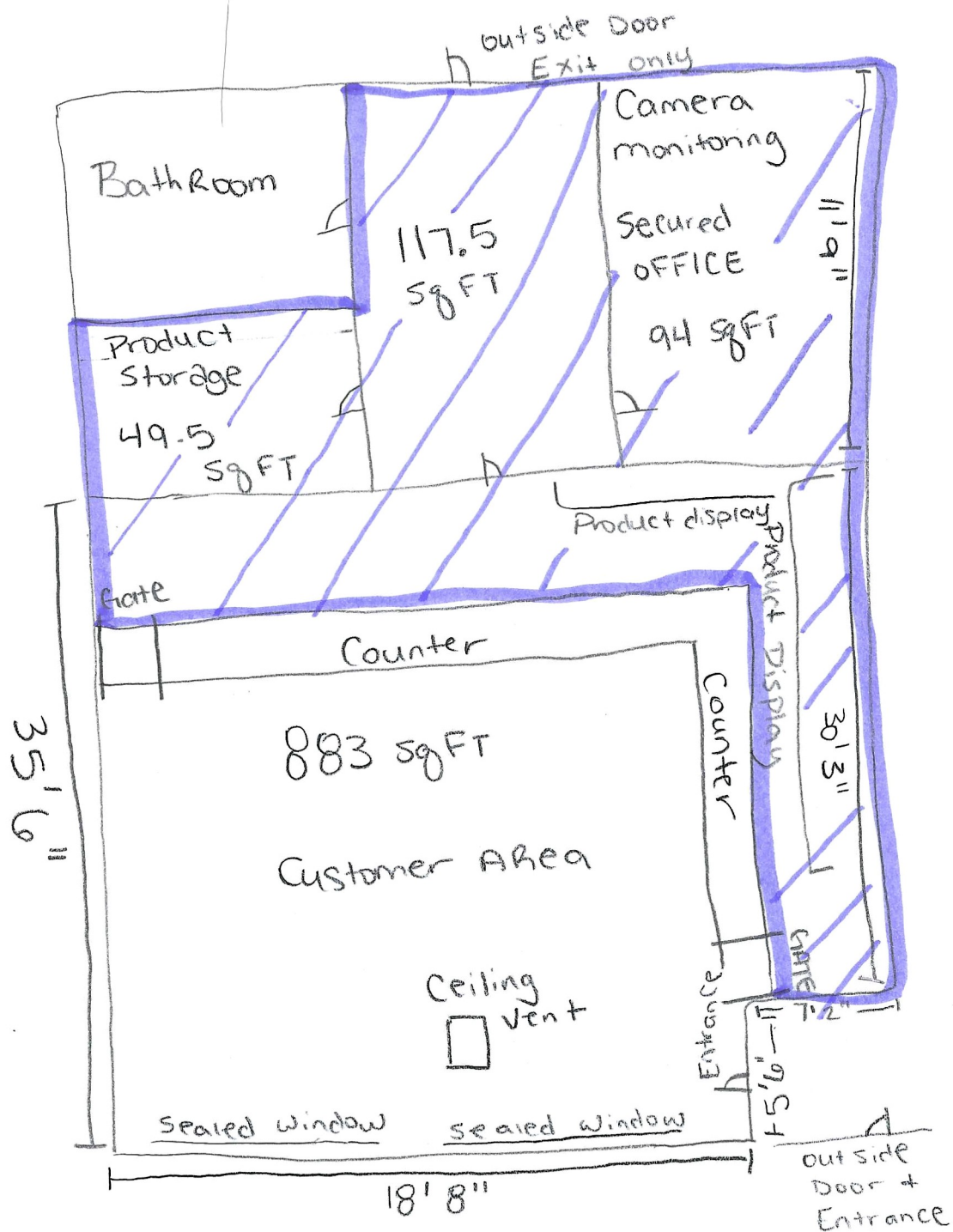


Section 3 – Cultivation Applicants ONLY

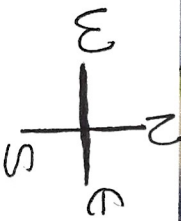
Review the requirements under 3 AAC 306.420 and 3 AAC 306.430.

3.1. Describe the site of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

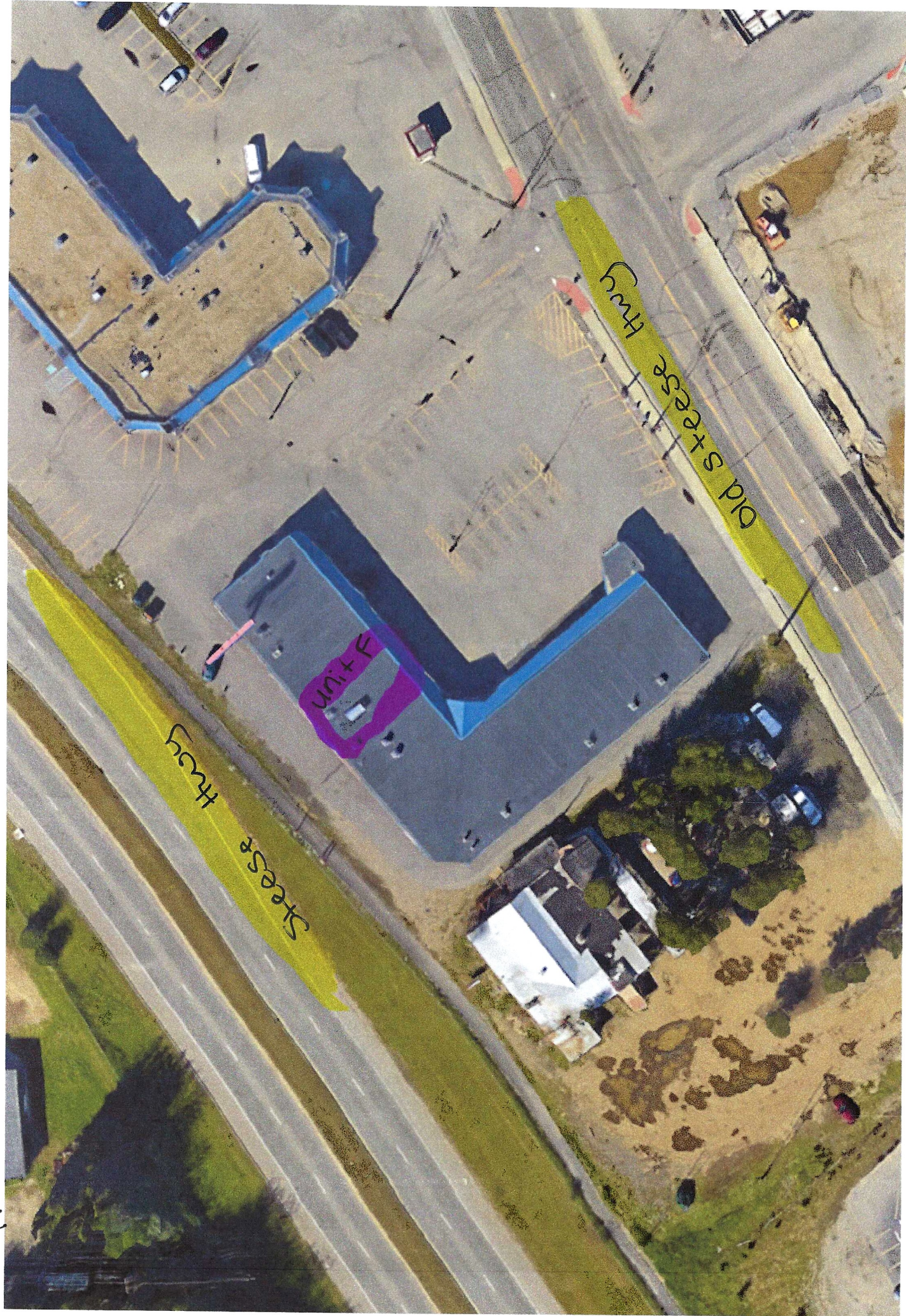
N/A



 - Restricted Access



License #39378 Diagram 4
DBA: Blaze LLC



ORDINANCE NO. 6311

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FAIRBANKS AND THE PUBLIC SAFETY EMPLOYEES
ASSOCIATION**

WHEREAS, the City of Fairbanks and the Public Safety Employee Association have been operating under the terms of the 2022 – 2024 Collective Bargaining Agreement; and

WHEREAS, the City Administration and Public Safety Employee Association have reached a tentative agreement on terms for a replacement contract; and

WHEREAS, the City of Fairbanks 2025 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

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

SECTION 1. That the attached Collective Bargaining Agreement is hereby ratified by the City Council.

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

SECTION 3. That once ratified, the Collective Bargaining Agreement will be effective January 1, 2025 – December 31, 2026.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6311

Abbreviated Title: ORDINANCE RATIFYING PSEA COLLECTIVE BARGAINING AGREEMENT

Department(s): POLICE & FECC

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes No X

If yes, what is the estimate? see below

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

If yes, how many positions?

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

II. FINANCIAL DETAIL:

EXPENDITURES:	2025	2026+	TOTAL
WAGES AND BENEFITS [POLICE]	\$ 566,580	\$ 604,720	\$ 1,171,300
WAGES AND BENEFITS [FECC]	\$ 605,610	\$ 635,640	\$ 1,241,250
10.5 OVERTIME [POLICE]	\$ 32,280	\$ 33,880	\$ 66,160
21.5 CLEANING ALLOWANCE [POLICE]	\$ (30,860)	\$ (30,860)	\$ (61,720)
20.1.2 CERTIFICATION PAY [POLICE]	\$ 35,170	\$ 35,190	\$ 70,360
13.1.1 PERSONAL LEAVE ACCUMULATIONS [POLICE]	\$ 12,653	\$ 12,977	\$ 25,630
13.1.1 PERSONAL LEAVE ACCUMULATIONS [FECC]	\$ 9,955	\$ 10,207	\$ 20,162
TOTAL	\$ 1,231,388	\$ 1,301,754	\$ 2,533,142

FUNDING SOURCE:	2025	2026+	TOTAL
GENERAL FUND [POLICE]	\$ 615,823	\$ 655,907	\$ 1,271,730
GENERAL FUND [FECC]	\$ 615,565	\$ 645,847	\$ 1,261,412
TOTAL	\$ 1,231,388	\$ 1,301,754	\$ 2,533,142

This fiscal note provides the cost of the proposed PSEA negotiated contract. The contract provides the following wage increases: 3% for Steps 1 through 10 and 2% for Steps 11 through 20. Admin staff Step 1 rate increased by \$4.00 to \$7.69 per hour. The Police Department staff will be paid overtime based on shift differential for start of overtime than the start of shift. FLSA only applies for Police Staff on a 12-12-10 schedule. The cleaning allowance of \$65 per month was removed. The certification pay was increased from \$1,250 to \$3,000 for Intermediate Certificate and \$3,000 to \$4,500 for Advanced Certificate. PSEA members will receive hours per pay period versus annual hours converted per pay period. The Field Training Officers will only receive 5% pay for hours worked than added to the base rate; however, the contract includes additional roles for the 5% pay (19.1). The City should anticipate additional costs for overtime, leave liability and worker's compensation due to wage increases and overtime changes.

Reviewed by Finance Department:

Initial mb

Date 2/10/2025

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF FAIRBANKS AND
THE PUBLIC SAFETY EMPLOYEE ASSOCIATION
FAIRBANKS POLICE DEPARTMENT CHAPTER**

January 1, 2025 - December 31, 2026

This agreement is reached between the City of Fairbanks (Employer or City) and the Public Safety Employee Association (the Association or PSEA) for the uses and purposes herein mentioned.

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ARTICLE 1 POLICY AND PURPOSE

Section 1.1 Policy

It is the policy of the City and PSEA to continue harmonious and cooperative relationships between City Employees and the Employer to ensure orderly and uninterrupted operations of government.

Section 1.2 The Purposes of this Agreement are:

- 1.2.1 To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in work in the areas affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.
- 1.2.2 To recognize the legitimate interest of the Employees of the City of Fairbanks to participate through collective bargaining in the determination of terms and conditions of their employment.
- 1.2.3 To promote fair and reasonable working conditions.
- 1.2.4 To promote individual efficiency and service to the citizens of the City.
- 1.2.5 To avoid interruption or interference with the efficient operation of City Government.
- 1.2.6 To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
- 1.2.7 To pay wages, benefits and other compensation to the members in accord with the provisions of this Agreement, and not based upon personal favoritism or discrimination.

ARTICLE 2 DURATION

Section 2.1 Effective Date

This Agreement becomes effective the first day of the pay period following mutual ratification by the City Council and the Membership of the PSEA in accord with an election and remains in effect until December 31, 2026.

Section 2.2 Commencement

Negotiations shall begin at least one hundred twenty (120) days prior to the expiration date of this Agreement. Negotiations may begin sooner by mutual agreement between the parties. Unless otherwise agree, no modification or change shall become effective prior to the expiration date

without the mutual written consent of the parties.

Section 2.3 Termination

In the event that the termination date on this Agreement occurs during negotiations for a renewal of the Agreement, the terms and conditions of this Agreement will be extended until such time as a new agreement is reached.

Section 2.4 Binding

This Agreement is binding upon the successors and assigns of the parties, and no provision, term, or obligation herein contained may be changed in any respect by any change in ownership, management, location, or bargaining unit.

ARTICLE 3 RECOGNITION

Section 3.1 Recognition

The City recognizes PSEA as the exclusive representative of all PSEA positions designated in this Agreement for part-time, permanent, seasonal, and temporary Employees in the City for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment.

Section 3.2 Classifications

3.2.1 Alaska Labor Relations Agency

Additional classifications or reclassification will be included within the Bargaining Unit or exempt therefrom based on the Alaska Labor Relations Agency criteria.

3.2.2 Irresolvable Differences

Should irresolvable differences as to inclusion or exclusion of additional classifications or reclassification to the Bargaining Unit occur, either party may request that the jurisdiction be determined in accordance with Alaska Statutes.

ARTICLE 4 NEGOTIATIONS

Not more than 4 Employee negotiators will be permitted to attend and participate in negotiations during their normal workday without loss of compensation. All negotiators may be assigned to day shift duty for periods of negotiations. Due to the nature of prolonged negotiations members may be required to participate during off duty hours. Off-duty members will not be compensated for their time while required to attend such meetings but will be given hour for hour time off in lieu of time so spent for negotiations. The parties will meet at mutually agreeable times.

It is not the intent of the parties for the negotiators to receive overtime pay while performing negotiation duties in excess of the workday. Designated negotiators will be permitted to use duty time or administrative time to participate in preparation and actual negotiations (and caucuses on negotiation days) should scheduled negotiations occur on members' regular duty days. Nothing prohibits other members from attending negotiations using scheduled leave or off-duty time. Should designated negotiators become unavailable PSEA may substitute negotiators.

ARTICLE 5 CITY – PSEA RELATIONS

Section 5.1 Objective

Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Public Safety Employees PSEA, Fairbanks Police Department Chapter (PSEA). Neither PSEA nor the City will represent to any employee that union membership is a requirement of employment with the City.

Section 5.2 Employees of the City of Fairbanks

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

5.2.1 Work Stoppage

The PSEA agrees that during the life of this Agreement, neither the PSEA, its agents, nor its members will authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, or strike against the Employer.

5.2.2 Lockout

The City agrees that during the life of this Agreement, there will be no lockout.

5.2.3 Duty to Perform

The PSEA further agrees that its members shall cross the picket line of any other organization in order to perform assigned duties.

Section 5.3 City, State, Federal Laws

Any provision of this Agreement judicially found to be in violation of applicable City, State, or Federal law and subsequent amendments thereto is null and void, but all other provisions of this Agreement will 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 appropriate substitute clauses have been ratified.

Section 5.4 Absenteeism

The PSEA agrees that it will actively combat absenteeism and other practices which may hamper the City's operation and that the PSEA will vigorously support the City in efforts to improve efficiency and the quality of law enforcement and further to promote good will between the City and the Bargaining Unit members.

ARTICLE 6 MANAGEMENT RIGHT

The City has and will retain the right to represent and manage the City and the City's property and to direct its working forces, including the right to hire, to set staffing levels, to promote and demote, to reclassify, and to discipline or discharge any personnel in its employ for good and just cause in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control its business.

ARTICLE 7 PSEA SECURITY

Section 7.1 Agency Shop

7.1.1 Responsibility

It is recognized that PSEA owes the same responsibilities to all Employees and is to provide benefits and services to all bargaining unit members whether or not they are members of PSEA. PSEA reserves the right to charge for representation of non-paying members for union representation in the course of an administrative proceeding with the employer including administrative investigations, grievances, and arbitrations.

7.1.2 PSEA Information

Persons hired in a Bargaining Unit position will be informed, at the time of the employment offer, of their right to become a member of PSEA. The Employee will be allowed up to a maximum of one hour, during normal working hours, to perform the PSEA enrollment activity and shall report to the PSEA office for membership discussion within 10 working days after reporting to work.

Section 7.2 Check off and Payroll Deduction

7.2.1 Dues and Fees

The City agrees to deduct on a regular basis from the payroll check of all PSEA members, the regular monthly dues, assessments and fees, and voluntary contributions of members of the PSEA.

7.2.2 Communication between PSEA and City

The Business Manager of PSEA shall notify the City Finance Department in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the Employee's authorized PSEA deductions to the duly authorized representative of PSEA, together with a list of the names of the Employees from whose pay deductions are made. All changes in address of Employees must be transmitted to PSEA immediately.

7.2.3 Payroll Deduction Privileges

PSEA, or its designee, has a right to receipts from deductions of PSEA and PAC dues, initiation fees or agency fees, PSEA sponsored insurance premiums, and PSEA sponsored Employee benefits as previously authorized or as may be authorized by the Bargaining Unit Member. No other Employee organization shall be accorded payroll deduction privileges with regard to the Bargaining Unit.

Section 7.3 Payroll Deductions/Direct Deposit

Employees will be accorded payroll deduction and direct payroll deposit privileges to the financial institution of the employee's choice on pay day, limited to two specified deductions and one deposit for the balance of the payment.

Section 7.4 Meeting Space and Bulletin Boards

7.4.1 When not previously reserved, appropriate meeting space in the buildings owned or leased by the City, will be available for meetings of PSEA.

7.4.2 The City shall furnish adequate bulletin boards for use by PSEA. The City shall not unreasonably restrict or interfere with material posted on these boards.

Section 7.5 Discrimination/Relations

No member shall be discriminated against, or penalized for, or restrained from PSEA membership or activities, nor shall the City interfere in the relations between any member and the PSEA.

Section 7.6 PSEA Obligation

The PSEA assumes all obligations and responsibilities for this Bargaining Unit. The PSEA agrees that this Agreement is binding on each member and that its members, individually or collectively, accept full responsibility for carrying out the provisions of this Agreement.

Section 7.7 Sole Representative

The City of Fairbanks recognizes PSEA as the sole representative of all designated positions listed in [Article 19](#) for collective bargaining with respect to salaries, wages, hours, and other terms and conditions of employment; and shall not negotiate or handle grievances with any employee, organization, or individual other than PSEA.

Section 7.8 Employee Representative

7.8.1 Employee Representatives

The Chapter Chair and Vice-Chair of the Fairbanks Police Department Employees Association Chapter of PSEA as well as two other employees, hereinafter called "Employee Representatives" will be designated by PSEA. They must be employees of the Fairbanks Police Department or the Fairbanks Emergency Communications Center and members of the PSEA. The Employee Representatives are permitted during regular working hours to perform their official representative duties handling requests, complaints, and grievances arising under this Agreement. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances to the contrary, the employee will be made available. Normal protocol will be observed with their respective supervisors prior to engaging in their duties as an Employee Representative. It is agreed that the Employee Representative conducting the representative duties shall, whenever possible, meet outside the presence of other employees. When it is mandatory to conduct grievances or other matters during day shift hours, the Employee Representative and affected grievant(s) may be re-assigned by the Department Head to the day shift duty time to handle these matters, provided that this does not interfere with Department operations.

7.8.2 Employee Representative Compensation

The Employee Representatives will not receive overtime pay while performing Employee Representative duties in excess of the workday, nor may an Employee Representative extend their workday in such a manner as to receive overtime because part of the workday was used to perform Employee Representative duties with approval of the Department Head. An Employee Representative will not be entitled to special privileges.

7.8.3 Employee Representative Lay-off

Notwithstanding any other provision of this Agreement, in the event of lay-offs, the Chapter Chair and Vice-Chair will be the last person(s) within their classification to be laid off. If the entire classification containing a Chapter Chair or Vice-Chair is eliminated by lay-off or reclassification, the Chair or Vice-Chair has no greater seniority rights within a lower classification for which they are eligible to "bump down" into (if any exists)

than is otherwise conferred by this Agreement. If both the Chair and Vice-Chair work in the same classification, the Chapter Chair will be the last person laid off.

Section 7.9 PSEA Staff

PSEA staff will be permitted to visit work areas at reasonable times consistent with workload and operational needs. Such representatives will be recognized by the City as having the final authority to speak for the PSEA in all matters covered by this Agreement.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Objective

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

Section 8.2 Definition

A grievance is defined as any dispute arising from the interpretation, application, or alleged violation of a provision of this Agreement. However, any dispute involving the commencement date or termination of this Agreement will not be considered a grievance and will not be submitted to the grievance-arbitration procedure set forth herein, but instead any such questions concerning commencement or termination of this Agreement will be specifically reserved for judicial review. Any written resolution of a grievance (at any level of the grievance procedure) will be binding upon both parties.

Section 8.3 Step One

When an employee has a grievance, the employee (accompanied by a PSEA representative if the employee chooses) shall verbally discuss the matter with their immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within twenty (20) business days of the employee reasonably having knowledge of the grievance. If the grievance cannot be resolved through verbal discussion, the grievance must be formalized in writing, signed by the member, and presented to the immediate supervisor within five (5) business days of the oral discussion. The grievance shall state the article and section number of this Agreement allegedly violated and the way the member believes that section has been violated. The immediate supervisor shall investigate the grievance and shall indicate in writing a response to the grievance within five (5) business days following the day

on which the written grievance was presented. The immediate supervisor will deliver the written grievance and their response to the next level of supervision, with a copy to the grievant(s), and the PSEA. If the grievance is not resolved, the Step One procedures may be repeated at every level of supervision until the grievance delivered to the Department Head. The five (5) business day time frame applies for each level within this step and delivery of the grievance to the Department Head.

Section 8.4 Step Two

Grievances not settled in the first step may be delivered to the Department Head who shall attempt to settle the grievance within 10 business days after the submission of the grievance. Within this time frame, the Department Head shall meet with the grievant, PSEA Representative, and other witnesses as appropriate and attempt to resolve the issue(s). The Department Head shall mail or deliver a written decision to PSEA within this 10 business day time frame. If the written decision of the Department Head is not satisfactory to the grievant, they shall have 5 business days to decide if they wish to appeal the grievance to Step Three.

Section 8.5 Step Three

After receipt of a grievance the City Mayor or Mayor's designee shall have ten (10) business days to meet with all involved parties and to issue a written decision to PSEA. If the response states that the nature of the grievance and/or the portion of this Agreement allegedly violated is not stated or cannot be determined from the documentation submitted, the party submitting the grievance may, within five (5) business days, amend or augment the documentation submitted. If amended or augmented, the City shall have five (5) additional business days to submit a final written response. If the decision of the City is unsatisfactory to the grievant, PSEA may, within ten (10) business days of the delivery of the decision, demand that the matter be submitted to binding arbitration.

Section 8.6 Arbitration

8.6.1 Arbitration Notice

The arbitration notice must include the nature of the matter to be arbitrated and the Agreement provision(s) allegedly violated. When the demand to submit a grievance to binding arbitration is made, PSEA and the City shall meet at a date and time mutually agreeable within 10 business days to select an arbitrator. Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of nine names of persons, with prior service as a neutral arbitrator involving the interpretation of Collective Bargaining Agreements who are available for service within six months of request. Within 5 business days of receipt of the list, the City and PSEA representatives shall alternately strike one name from the list until one name remains. The side to strike the first

name will be chosen by lot.

8.6.2 Findings

Arbitration of the grievance will commence as soon as agreeable. The Arbitrator shall make a written report of their findings to PSEA and the City within 20 business days of the conclusion of the hearing or 20 business days following submission of any post-hearing briefs. The Arbitrator will be governed by Labor Arbitration Rules of the American Arbitration Association (AAA) as amended and in effect at the time the grievance is filed. The decision of the Arbitrator is final and binding on both parties to this Agreement and enforceable under the provisions of AS 09.43.010-180, as may be amended.

8.6.3 Arbitrator

The authority of the Arbitrator is limited to the application and interpretation of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide other issues. The Arbitrator has no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The final decision of the Arbitrator must be implemented as soon as possible, but not later than 30 days after the final decision is rendered.

Section 8.7 Single and Multiple Grievances

Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and PSEA mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances relating to a single issue will be consolidated into one proceeding heard by a single arbitrator. Any dispute as to consolidation will be resolved by written motion without testimony by the first arbitrator chosen to resolve a series of grievances where consolidation is sought.

Section 8.8 Expense

The City and PSEA shall bear the expense of their respective representatives and witnesses. The other expenses involved in such arbitration proceeding will be paid by the non-prevailing party, as determined by the Arbitrator.

Section 8.9 Witness

Any member called as a witness by either side will continue to receive their regular rate of pay while attending the hearing but not to exceed the member's regular working hours. Should the meetings be scheduled outside of the member's regular working hours, or extended beyond the

regular working hours, no compensation will be paid by the City for the time outside regular hours. Off-duty members will not be compensated for their time while required to attend such hearings but will be given hour for hour time off in lieu of time so spent at arbitration hearings.

Section 8.10 Decision Time Frame

Except for appeals of disciplinary actions in accordance with Article 8, when any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose will not be changed until the decision is rendered. If the Arbitrator so rules, the decision will be made retroactive to the time the dispute began.

Section 8.11 Grievance Submission Level

In the event either party, after notice, fails to answer a grievance within the time required at any step of the Grievance Procedure, or either party fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, the grievance will be considered settled against the side which has defaulted. However, any of the time limits or required steps of the grievance arbitration procedure may be extended or waived by written mutual agreement of PSEA and the City. Before either party claims a default, it will give a courtesy call to the other party. Grievances settled by default will not be the basis of establishing the precedent for the settlement of any other grievance.

Section 8.12 Originating Step

Any grievance that originates from a level above [Step One](#) of the Grievance Procedure will be submitted directly to the step or level from which it originates.

Section 8.13 PSEA or Class Action Grievance or Unfair Labor Practices

Grievances filed by PSEA on behalf of itself or as a class action shall be filed at [Step Three](#). Similarly, the City will notify the PSEA of any perceived unfair labor practices by the PSEA and the parties will use timelines described in Step Three.

ARTICLE 9 EMPLOYEE BENEFITS AND RIGHTS

Section 9.1 Retirement

The City and all employees covered under this Agreement will participate in the Public Employee's Retirement System of Alaska administered by the Public Employee's Retirement Board of the State of Alaska, and any other mutually agreeable plan or plans.

Section 9.2 Health Benefits

9.2.1 **Health Insurance**

For each member, the City shall contribute the required monthly employer premium to the Alaska State Employee Association's applicable insurance plan.

9.2.2 **IRS 125 Plan**

The City agrees to make available and maintain a pre-tax IRS section 125 plan account at the election of each employee as allowed under federal law.

Section 9.3 Deferred Compensation

Employees covered by this Agreement will continue to be eligible to participate in the City's deferred compensation programs.

Section 9.4 Injured Employee Rights & Responsibilities (Non-work-related injury)

9.4.1 **Temporary Incapacity**

When a member becomes injured and temporarily cannot perform their normal duties and has an evaluation from an appropriate medical professional indicating light duty would be appropriate, the City will endeavor to assign the member to a light duty assignment.

9.4.2 **Permanent Incapacity**

If a member is determined by an appropriate medical professional to be, permanently unable to perform their normal job functions, the PSEA and the City agree that:

9.4.2.1 The member employee may be terminated subject to grievance/arbitration procedures.

9.4.2.2 For a period of 12 months following the finding of permanent incapacity, if a position exists within the PSEA Unit that the permanently incapacitated member qualifies for and can perform, they will be given preference in the hiring process for that position. It will be the responsibility of the member to monitor potential job openings and apply.

9.4.3 **Workers' Compensation Laws**

Nothing in this section abrogates any provision of Workers' Compensation law or rules or any requirements of state or federal law.

Section 9.5 Work Related Injuries

9.5.1 Injury or Disability

Members who suffer an injury or disability which is covered under the provisions of state Workers' Compensation are entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. If a competent medical authority deems that an employee will never be able to perform their regular assigned tasks, they will be separated on the same basis as a lay-off due to a reduction in force, subject to recall to a position which is within their ability to perform without job modification, and at the appropriate pay rate generally accorded the new position.

9.5.2 Paid Administrative Leave

A paid administrative leave of absence for up to 12 consecutive months from the date of the discovery of an initial injury/illness will be provided for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. In such instances, the member may be assigned work at the discretion of the department providing such work assignment does not adversely affect the nature of the illness or injury. Should it be determined that the member will not be eligible to return to full duty and if the member applies for retirement and the retirement is granted prior to the expiration of the 12 months of administrative leave, the department's obligation under this provision is then nullified. It is the intent of this provision that a member would be fully compensated for that period covered by administrative leave. Members will retain their Worker's Compensation check and notify Payroll of any change in status or compensation. When the member returns to duty, to ensure the member's PERS contributions are made whole, the member will complete the PERS Workers Compensation and LWOP Claim and Verification form and submit it to the PERS Administrator. When the PERS Administrator determines the member's indebtedness the member will submit a copy of the memo from the PERS Administrator with the indebtedness amount to Payroll. Payroll will work with the member to set up a payroll deduction for repayment or lump sum payment. In the event a lump sum payment is issued it is incumbent upon the member to pay the PERS indebtedness amount directly to the PERS Administrator.

In extraordinary circumstances, the parties may mutually agree to modify the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, are subject to eligibility under the Alaska Workers' Compensation Act.

9.5.3 Light Duty

When, due to a work-related injury, a member becomes injured and

cannot perform their normal duties and has an evaluation by an appropriate medical professional indicating the employee may perform light duty, the City shall endeavor to assign the member to light duty in regular pay status.

9.5.4 Federal and State Law

Nothing in this section abrogates any provision of Workers' Compensation law and rules or any provision of federal law regarding employment of the disabled, to include the Americans with Disabilities Act.

Section 9.6 Physical Examination

Each member will be provided the opportunity to have a biennial physical examination, beginning during their second year of employment, by an appropriate medical professional. The City will pay all costs of this examination, without the consideration of the member's health insurance. The City shall not receive or maintain any report of the employee's examination, other than to be notified if the member is not fit for duty. The City reserves the right to require physical examinations as a screening tool for physical fitness testing. Results of this examination will be limited to whether the employee can participate in testing, or any testing limitations.

Section 9.7 "For Cause" Examination

When a documented incident or incidents raise specific questions for the City regarding an employee's physical mental or psychological ability to perform their normal work assignments, the City may order an examination, including all relevant controlled substance test procedures, by an appropriate medical professional. The cost for this examination shall be borne by the city.

If the medical professional determines the employee is permanently incapable of performing their normal work assignments due to their physical, mental, or psychological ability, the City may place them in a classification they can perform within the Department. Should no classification be vacant, and no reasonable accommodation be available that would allow the employee to perform the essential functions of their job, the employee will be laid off or terminated subject to any applicable procedures within this Agreement. Nothing in this section in any way lessens the City's obligation to reasonably accommodate an employee's disability by assignment to another position provided that, with reasonable accommodation, the employee can perform the essential functions of the other position.

If a medical professional determines that employee is temporarily incapable or performing their assigned duties, the employee will follow the medical professional's plan of recovery. The medical professional must clear the employee to return to work before returning.

9.7.1 Physical “For Cause” Examinations

For physical examinations, the City may select an appropriate medical professional.

The employee will follow all recommendations regarding rehabilitation from any physical injury, and the City will be allowed access to the timeline for recovery as anticipated by the physician. If the employee fails to reasonably follow the physician’s recommendations for recovery, the employee may be laid off or terminated subject to any applicable procedures with this Agreement regarding lay-offs and seniority.

If the physical injury occurred while the employee was off-duty and the timeline for recovery is longer than twelve months, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding layoffs and seniority. The employee reserves the right to use accrued leave or compensatory time to extend the twelve-month period.

If the physical injury occurred while the employee was on duty, and the timeline for recovery is longer than twenty-four months, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

If, while recovering from an injury, the city or department finds a suitable classification for the employee to work in temporarily, and the employee refuses to work within that classification, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

9.7.2 Mental and Psychological “For Cause” Examinations

The City may select any licensed psychologist or psychiatrist to complete the assessment for psychological or mental examinations.

To ensure impartiality and fairness, once the City has selected its preferred psychologist or psychiatrist, which may be a group, company, or agency, the City will not change the chosen evaluator without prior agreement from PSEA. Upon selecting the designated psychologist or psychiatrist, the City will provide PSEA with the provider’s name, locations, and contact information. It is the City’s responsibility to verify that its chosen provider is competent to provide such evaluation(s).

If, during the first evaluation, the medical expert decides that no treatment plan will allow the employee to return to work within six months, the City

will select a second similarly competent medical professional to provide a second opinion. The second opinion must not come from a medical professional who works for the same group, company, or organization as the original medical professional.

If both medical professionals agree that no treatment plan will allow the employee to return within six months, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding layoffs and seniority. Should the second medical professional suggest a plan that would allow the employee to return to work within six months, the advice of that medical professional will be followed.

The City reserves the right to place the employee on administrative leave, light duty, or leave without pay while awaiting the second evaluation.

Should the employee refuse to reasonably follow the treatment plan provided by the medical professional, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

After completing the treatment plan, should the employee still be deemed unfit to return to work, the employee may be laid off or terminated subject to any applicable procedures within this Agreement regarding layoffs and seniority.

Any employee terminated by the City under Section 9.7 may be considered exempt from any financial responsibility related to bonuses and/or other financial agreements agreed to between the City and the employee prior to their employment with the City.

Section 9.8 Indemnification

9.8.1 Cause

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

9.8.2 Settlement

In the event the City resolves an action or claim involving a member for purely pragmatic reasons not involving any misbehavior by the employee, the City will issue a letter to the employee stating the reasons for the settlement, with a copy placed in the employee's personnel file.

9.8.3 City Ordinance

This section shall be read in conjunction with the terms of any City ordinance providing for indemnification of City employees and the protection of both this section and the ordinance will apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the employee will prevail.

Section 9.9 Training

The City will endeavor to provide commissioned officers and dispatch personnel with 40 hours per year of training or the functional equivalent, excluding firearms qualifications, and state or federally mandated training such as Haz-mat and Blood Borne Pathogen training that are not discretionary and will be provided.

Absent an unforeseen emergency, active canine (K-9) teams will be afforded a minimum of 4 hours of training time each week during regular duty hours.

Section 9.10 Conduct Based Investigation

The City and the PSEA agree that it is imperative that all investigations of claims of member misconduct are conducted by the City in a manner which upholds the highest standards of the Department, preserves the faith of the public in the integrity of the department and its members, and also protects and safeguards the rights of the members. To ensure that any such investigations are conducted in a manner that is conducive to good order and discipline, the parties agree to the following provisions:

9.10.1 Investigation of conduct subject to criminal action only:

- 9.10.1.1 If a member is under investigation by the City, whether instituted by the City or as a result of a complaint being filed against the member, and the member is interrogated or interviewed by the City agents for conduct that may subject the member to criminal prosecution, the member must be given the same Miranda Warning that is then currently in use by police officers of the City when conducting interviews of criminal suspects.
- 9.10.1.2 A member's position with this Department does not afford them any greater or lesser rights than are enjoyed by other citizens of this City and State when subject to criminal investigations or proceedings.
- 9.10.1.3 Any such investigation and interview/interrogation shall be conducted in accordance with existing criminal law and

procedures currently in effect in this State.

9.10.2 Investigation of conduct subject to both criminal and administrative actions:

- 9.10.2.1 If a member is under investigation, instituted by the Department or because of a complaint being filed against the member for alleged conduct that may result in both administrative actions (disciplinary or punitive) and criminal prosecution, the City shall not "merge" the criminal investigation and the administrative investigation, but shall instead conduct separate and distinct investigations, each conducted by a different person. Information gained in the Criminal Investigation may be used as a foundation for the Administrative Investigation. Prior to a criminal interview/interrogation the member must be advised of the Miranda Warning that is then currently in use by police officers of the City when conducting interviews of criminal suspects. The member will also be informed when it is contemplated that the matter may be referred to a criminal prosecutor for review.
- 9.10.2.2 In the course of the administrative investigation of the allegation(s), a member refusing to respond to questions or submit to interview/interrogation must be informed that failure to answer questions which are specifically directed and narrowly related to the performance of their official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in their dismissal from the Department. Compelled statements so given in an administrative investigation will not be used against the member in any criminal prosecution, nor will the City provide any form of such statements to any other person or agency unless so ordered by a court of competent jurisdiction. In the event of demand for production of the contents of such statements, the City will notify the member of the demand, and will assert the privilege on behalf of the member.
- 9.10.2.3 All compelled statements given in the course of an administrative investigation may be used against the member in relation to any subsequent departmental administrative charges which may result in disciplinary or punitive actions against the member.
- 9.10.2.4 If the member so requests, any interview/interrogation will be suspended for a reasonable period to allow the PSEA representative or counsel to attend. The representative may not be a person subject to the same or related investigation.
- 9.10.2.5 Any interview will be held at a mutually agreeable location provided by the City.

- 9.10.2.6 The interview must be recorded, and a copy of the recording must be provided to PSEA.

9.10.3 Investigation of conduct subject to disciplinary or punitive action only:

- 9.10.3.1 If a member is under administrative (noncriminal) investigation instituted by the Department or as a result of a complaint being filed against the member for conduct that may subject the member to administrative disciplinary or punitive action only, the investigation will be conducted in accordance with the safeguards listed below.
- 9.10.3.2 When available, the member must be notified of the investigation in a timely fashion not to exceed one week (5 business days) from the time that the complaint is discovered by the Department Head, except for investigations of "on- going" type of conduct.
- 9.10.3.3 The member must be informed of their rights as specified in this section as well as the name and authority of the officer in charge of the investigation. The member must also be informed of the name of all persons who will be present during the interview/interrogation, and questions may be asked by no more than two interviewers at any meeting.
- 9.10.3.4 Before an interrogation/interview is commenced, the member must be informed of the nature of the investigation and provided a list of all known allegations. Except for anonymous complaints, the member must be informed of the name(s) of all complainants.
- 9.10.3.5 The member shall not be subjected to offensive language or threatened with punitive actions, except that a member refusing to respond to questions or submit to interview - interrogation must be informed that failure to answer questions which are specifically directed and narrowly related to the performance of their official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in their dismissal from the Department.
- 9.10.3.6 The member is entitled to a PSEA representative or counsel selected by PSEA present at an interview / interrogation. The PSEA representative may question the member as well as offer rebuttal as necessary. The representative may not be a person subject to the same or related investigation.
- 9.10.3.7 If, prior to or during the interview/interrogation of a member, it is deemed that they will be charged with a criminal offense, the member must be immediately informed of the Miranda Warning

that is then currently in use by police officers of this City when conducting custodial criminal interviews of suspects and a separate criminal investigation will be initiated in accord with Section 9.11.

- 9.10.3.8 In the event the City chooses to proceed criminally against the member for a violation of the law and the member so requests, the interview/interrogation will be suspended for a reasonable period of time to allow the PSEA representative or counsel to attend. The representative may not be a person subject to the same or related investigation.
- 9.10.3.9 The member or the City may record the interview / interrogation after advising that a recording will be made. Each may have access to other's recording, if any are made.
- 9.10.3.10 The member is entitled to a copy of the completed investigative report including any related existing records of interviews/interrogations prior to the imposition of disciplinary or punitive action against the member.

9.10.4 **General Administrative Investigations Guidelines:**

- 9.10.4.1 All administrative investigations conducted by the Department involving allegations against its members will adhere to these general guidelines.
- 9.10.4.2 All administrative investigations and their outcomes will be treated as personnel matters and will be confidential.
- 9.10.4.3 Investigation of conduct will be conducted in a timely manner without unnecessary delay.
- 9.10.4.4 Nothing in this Agreement may abridge the right of a supervisor at any level to counsel with, advise, or admonish a member under their command in private.
- 9.10.4.5 No promise of reward may be made as an inducement to answering any question.
- 9.10.4.6 Any interrogation/interview must be conducted at a reasonable hour, preferably at a time when the member is on duty, or during the normal waking hour of the member, unless the seriousness of the investigation requires otherwise.
- 9.10.4.7 The interview may only be voice recorded; video recording will only be used upon prior "case by case" written approval of the Department Head. Records of the interview must be provided by the City to PSEA.

- 9.10.4.8 The interview shall be held at a location provided by the City that is mutually agreeable to both PSEA and the City.
- 9.10.4.9 No PSEA elected official may be compelled to testify about any knowledge that they have gained as a result of their office.
- 9.10.4.10 During the interview/interrogation, the member will be allowed to attend to bodily functions as necessary.
- 9.10.4.11 The member will be compensated at the overtime rate if the interview/interrogation is conducted at a time other than the employee's working hours. However, the City may, at the discretion of the Department Head, reassign a member under investigation to administrative duties, Monday through Friday 0800 to 1700 hours, for the duration of the investigation.
- 9.10.4.12 The PSEA is entitled to a copy of the completed investigation report including any related existing records of interviews/interrogations prior to the impositions of disciplinary or punitive action against the member. Materials will be provided to PSEA upon completion of any investigation.
- 9.10.4.13 All administrative investigations will include one of the following dispositions for each allegation:
- 9.10.4.13.1 **Substantiated (or “Sustained”)**
Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.
 - 9.10.4.13.2 **Unsubstantiated (or “Not Sustained”)**
Means that there was insufficient evidence to prove or disprove the allegation.
 - 9.10.4.13.3 **Exonerated**
Means that the act alleged did occur, but the member's actions were lawful and proper.
 - 9.10.4.13.4 **Unfounded**
Means that the act alleged did not occur.
 - 9.10.4.13.5 **Other Misconduct Noted**
Means the investigation revealed an act of misconduct or violation not alleged in the complaint.

Section 9.11 Use of Lie Detector Devices

No member may be compelled to submit to a Lie Detector exam against

their will. The exercise of this right may not in any way be used against the member in any disciplinary action nor will testimony or evidence of the refusal be admissible at a subsequent hearing, trial or other proceeding. This does not preclude the use of a Lie Detector Device where the member and the Department mutually agree to its use, nor does it mandate that a member has a right to demand a Lie Detector Examiner investigation.

Section 9.12 Financial Disclosure

No member may be required to disclose personal information, including but not limited to property possessed, sources and amounts of income, debts, and personal or domestic expenditures (including those of any member of their family or immediate household), unless any of the following conditions exist:

- 9.12.1 Such information is obtained under proper legal procedure;
- 9.12.2 Probable cause to suspect a conflict of interest with respect to the performance of their official duties; or
- 9.12.3 It is necessary for the Department to ascertain the desirability of assigning the member to a specialized unit assignment in which there is a strong possibility that bribes or other inducements may be offered.

Section 9.13 Searches

No member may be subject to unreasonable search and seizure. Members enjoy the right to privacy in their individual work areas, lockers, electronic devices maintained by the employee for work purposes, or other space provided by the Department. Searches of these areas may be conducted in the member's presence, with the member's consent, with a valid search warrant, or when the member has been notified in advance (at least 24 hours) that a search will be conducted. This provision does not prevent the Department from conducting routine inspections of work areas, break areas, locker rooms, vehicles, and other Department owned or leased facilities and equipment, for cleanliness, neatness, serviceability, compliance with directives, and other needs of the Department for the welfare of its members and successful completion of its mission. Nothing in this section prevents the Department from retrieving equipment, reports, or other items needed for the continuance of operation from a member's locker or other secured space when the member is not available.

Section 9.14 Political Activities

9.14.1 In Uniform

All members are prohibited from engaging in political activities at any time

while in uniform.

9.14.2 On Duty

All members are prohibited from engaging in political activity while on duty.

9.14.3 Solicitation

All employees are prohibited from soliciting political contributions from fellow employees or those on eligibility list(s), other than in connection with ballot measures affecting their wages, hours and working conditions, except that they may make appeals for any kind of political contributions to the public generally, even though this may include fellow employees.

Section 9.15 Revocation of Driver's License

No Employee may be deprived of pay or seniority based upon the revocation of their driver's license for a violation or violations of the law which result from the direct orders of their superior to specifically commit such violation or violations.

Section 9.16 Break Areas

The parties agree that the Employer will provide areas designated as "Employee Break Areas" which will be large enough to accommodate the Employees using such areas. PSEA members are encouraged to make suggestions to the Employer as to the location of acceptable areas.

ARTICLE 10 FAIRBANKS POLICE DEPARTMENT (FPD) WORK RULES

Section 10.1 General Rules

10.1.1 Hours of Work and Work Week

The work week shall be seven calendar days beginning at midnight (12:00 am) on Sunday through 11:59 pm on Saturday. The work schedule for employees shall, at the discretion of the Employer, be any combination of no less than eight (8) hour, or more than twelve (12) hour shifts. The Employer shall not change the shift configuration (i.e. 2-12-hour & 1-10-hour shift) for patrol police officers and patrol sergeants other than when the annual bid cycle takes place, unless an emergency situation exists.

10.1.2 The Employer may approve alternate/flexible schedules, if requested by non-patrol commissioned officers (e.g detectives, Drug Unit, SRO, Traffic, K9), as defined below.

- a) 5/8s. Employees may be assigned to work five (5) consecutive eight- (8) hour days on duty, followed by two (2) consecutive days off. The daily starting and ending times for employees working a 5/8 schedule will be consistent with the standard operating hours of the work group to which the employee is assigned.
- b) 4/10s. Employees may be assigned to work four (4) consecutive ten - (10) hour days on duty, followed by three (3) consecutive days off.
- c) Flex Time. Upon mutual agreement, non-patrol officers may be allowed to work days of different lengths or different days in response to an employee request or the City's business need; such requested schedule change shall be within the officer's established work week.

10.1.3 **Annual Patrol Bid Cycle.** The Employer will normally put forth an annual patrol shift schedule for the upcoming year by no later than November 1st of each year. The bid for shifts and days off will normally start November 1st of each year. The results of the shift bid shall be posted by the Employer as soon as practical, but no later than December 1st of each year. The new schedule will normally take effect January 1st of the following year. New Employees are eligible to bid for a shift and days off at the next annual bid cycle only after successful completion of their probationary period.

While seniority shall be the prime factor in the selection of shifts and days off. PSEA agrees with the Employer that a balance of skills, certification, tenure, and specialty assignments are necessary amongst shifts for efficient and effective operation of the department. In accordance with this philosophy, the order for shift bidding will be as follows.:

1. Sergeants (most senior in position to least senior in position)
2. Corporals (most senior in position to least senior in position)
3. The Chief of Police will place employees who are not eligible to bid into the schedule, based on the needs of the employer.
4. Officers (most senior in position to least senior in position)
5. The Chief of Police has the option of placing into the schedule any employee on a current Performance Improvement Plan:
 - The basis of placing the employee outside of the bid in step 4 will be a demonstrative skill in a particular squad which will facilitate successful completion of the PIP.
 - The junior member of the squad the PIP member will be placed into will swap squad assignments with the PIP member. At the conclusion of the PIP, the two employees will go back to the bid assignments from step 5.
6. The Chief of Police can only alter the bid if the bid creates a significant imbalance of specialties between the different squads and with the agreement of PSEA. This includes, but not limited to the following examples: SWAT, FTO, firearms instructors, defensive tactics instructors, and EVOC instructors.

10.1.3.1 Shift Bidding

In the event a member would be forced to work the same shift beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. Shift preference will be used to bid each shift as provided in this section and subsections. No member may remain on the same shift more than four consecutive rotations. There will be triannual shift rotations.

10.1.4 Supervision by Family Member

Employees may not bid a shift which would require them to be evaluated by or to evaluate a member who is a relative, cohabitant, or significant other, or where a romantic/sexual, or business relation exists. This provision applies to shift, not overtime bidding. However, the Department Head has the ability to require either employee to move to a different shift.

10.1.5 Reporting Late for Duty

When members report for work later than the scheduled starting time, they will be placed on leave without pay for the period of their absence, and their finishing time will not be extended to make up for the lost time. Periods of less than one-half hour will be deducted in half hour increments.

10.1.6 Shift Swaps

Shift swaps, to be used as a judicious management tool, are allowed under this Agreement if approved by the Department Head.

10.1.7 Maximum Consecutive Hours Worked

Except for work performed in an emergency or life-threatening situation, no member may routinely work more than 14 consecutive hours if other employees are available. The parties further agree that there are situations, such as shift change day, and certain days where a member will occasionally be required to work more than 12 non-consecutive hours in a day.

- 10.1.7.1 Any member who is forced to work any hours which prevents them from having 48 consecutive hours off for those employees working 10- or 12-hour shift schedules, or 24 hours off for those employees working an eight-hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 and 0.5 compensatory time. (Any forced hours worked within the 48 consecutive hours off or 24 consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 plus, 0.5 compensatory time.) An exception to this rule is Court Duty.

10.1.8 **Temporary Assignments**

Temporary assignments, except for training duties or operational necessity, will be for three years and may be extended by the department head.

10.1.9 **Hardship Request**

Upon application of a member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.

10.1.10 **Newly Promoted Assignments**

Newly promoted employees will be assigned a shift until the next regularly scheduled Shift Preference Bid.

10.1.10.1 **Plan for Individual Improvement Scheduling**

Employees placed on a "Plan for Individual Improvement" will be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference will be restored at the next shift bidding.

Section 10.2 Pay for Working in a Higher Classification. Temporarily Working Out of Class and Acting Appointments

Any Employee who is assigned by the Department Head the responsibilities and the duties of a classification for more than one hour, other than the classification the Employee normally holds, will be paid at the same step on the higher classification rate when filling the classification. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, will continue to be paid at the rate the Employee normally receives. Members will not be required to work outside their classification for a consecutive period beyond six months in a calendar year unless otherwise agreed between the City and the PSEA.

Section 10.3 Schedule Changes

When making Employee schedule changes, the Employer shall notify the Employee of any contemplated change in writing or electronic notification at least seven calendar days prior to the effective date of the change. If the Employee is not given at least seven calendar days' notice of the change, the Employee will be paid at the rate of time and one-half for all hours worked on the first day of the new schedule. Additional hours scheduled prior to an Employee's regular starting time are not schedule changes when the regular workday is also worked. This provision does not apply to temporary deviations to an Employee's schedule caused by

unforeseen circumstances outside the control of the Employer.

10.3.1 Employee Training

In accordance with Section 10.6.1.1, the Employer may temporarily adjust an employee's normal schedule to accommodate training associated with maintaining the operational effectiveness and efficiency of the department.

Section 10.4 Court Attendance

10.4.1 On-Duty Attendance

Members required to appear for court as a result of actions performed in the line of duty will suffer no loss in regular earnings but will be compensated during service at the member's rate of pay if on duty. Any witness fees must be turned over to the City.

10.4.2 Off-Duty Attendance

If members are off-duty, they will receive pay at the appropriate overtime rate with a three-hour minimum, unless court is within 3 hours of the employee's regularly schedule shift start time, then they will be paid for actual hours worked. The appearance requirement of the off-duty employee is limited to what is necessary to appear and attend at court.

10.4.3 Jury Duty

Any member who is required to serve on jury duty during a normally scheduled workday will be reassigned to dayshift for that day. Any payment for jury service will be signed over to the City, and the member will receive their normal wage for that day.

Should the member be excused from service, they are expected to report to their supervisor and complete the remaining hours of their workday.

Section 10.5 Shift Definitions and Shift Differential Pay

10.5.1 Day Shift

The "day" shift is any shift beginning between 0500 hours and 1159 hours. Shifts beginning during the "day" shift hours are paid no shift differential.

10.5.2 Swing Shift

The "swing" shift is any shift beginning between 1200 hours and 1859 hours. Shifts beginning during the "swing" shift hours are paid a 5% shift differential.

10.5.3 Midnight Shift

The "midnight" shift is any shift beginning between 1900 hours and 0459 hours. Shifts beginning during the "midnight" shift hours are paid a 10% shift differential.

All overtime will be paid the shift differential for the time in which the overtime starts. For example, if someone on swing shift went into overtime at 1900 they would receive the midnight shift differential.

Section 10.6 Overtime / Premium Pay (See also, [Article 4](#) and section [8.9](#))

10.6.1 Pay Increments

All work performed by an employee which has been authorized by the employer in excess of the regularly scheduled shift for regular full-time employees shall be paid at the basic rate, plus any shift differential, multiplied by 1.5. An employee's overtime that is joined before or after their regular shift shall be considered a shift extension and not callback time. Overtime shall be measured in one-half increments.

10.6.1.1 The parties have adopted a twenty-four (24) day Section 7(k) work period under the Fair Labor Standards Act for all patrol officers and patrol sergeants in the bargaining unit working the current shift (2-12 hour & 1-10-hour shift). If shift schedules change to a seven (7) day rotation, a twenty-eight (28) day Section 7(K) work period will be adopted.

10.6.2 Personal Leave Used

Personal Leave, other than for injury or illness, taken during a day does qualify as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.

10.6.3 Short Notice Vacancies

For purposes of this section, "short notice" means less than 11 hours' notice from time of notification until the start time of the shift needing to be filled.

10.6.3.1 Filling Vacancy with On-Duty Staff

When members are needed to meet personnel requirements on short notice, overtime will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of those classification members volunteer by seniority, the Department may require that the on-duty member with least

seniority in the needed classification remain on duty until other personnel can be located and report for duty.

10.6.3.2 Filling Vacancy with Off-Duty Staff

The member called on short notice to work overtime from off duty status will be paid for actual overtime worked, with a minimum of three hours of overtime, if the work shift is 3 hours prior to the employees regularly schedule shift.

10.6.4 **Posting of Staffing Overtime**

Overtime will be determined by posting a volunteer overtime list. Overtime will be offered to employees bidding, based upon departmental needs, giving preference to classification seniority within the needed classifications.

10.6.4.1.1 Order of Officer Staffing:

Police Officer
Sergeants
Lieutenants
Detectives

10.6.4.1.2 Order of Supervising Staffing:

Lieutenants
Sergeants

10.6.5 **Special Mission Overtime**

The Department may assign overtime for specific missions of limited duration based upon the qualifications of the member and/or the specific needs of the assignment; i.e., polygraph, prior drug training, prostitution cases, DRE, etc.

10.6.6 **Other Overtime**

All other overtime will be bid out based upon departmental seniority.

10.6.7 **No Volunteers / Forced Overtime**

In the event no volunteers are obtained in the above processes, then overtime will be assigned in order of inverse order of seniority. However, absent an emergency or life-threatening situation and to avoid employee "burnout", no member will routinely work more than 14 consecutive hours nor be forced to work all of their off-duty days. In such instances, the next least senior member may be assigned to work.

10.6.8 Errors in Awarding Overtime

Should the City, by error or omission, violate the provisions of this section by failing to offer overtime work to a senior eligible member who could have worked the overtime, then the overtime work will be offered to senior member(s) at a mutually agreeable time, for the same number of hours originally worked. An overtime situation need not exist for this time to be worked.

10.6.9 Minimum Call Back Rate

An employee who is called back to work after having left the premises shall receive call back pay of a minimum of three (3) hours at the overtime rate of pay. An employee called in to work when they have taken leave during that 24-hour period will reduce the number of leave hours by a minimum of three (3) hours and not receive overtime (i.e., employee calls in sick and is called in to a meeting during the same 24-hours period will reduce the leave by a minimum of three (3) hours and not put in for callback time.

10.6.10 Flex Schedule

Nothing in this agreement bars the City and the PSEA from agreeing upon a "flex" schedule.

Section 10.7 Special Mission Assignments

The Department Head shall designate members and determine the call-out of special elements of the department, i.e., Tactical Team, Sexual Assault Unit, Traffic Units, Canine Units. Flexible scheduling is an essential element of these units.

Section 10.8 Compensatory Time Off

10.8.1 Compensatory Time

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 not be accrued for any on-call or standby time. Compensatory time (to a maximum of 240 hours) may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Head). 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.

10.8.2 Payment on Separation from Service

Should a member separate from service for any reason, the member's

compensatory time will be paid at termination at the dollar value in effect at the date of termination.

Section 10.9 Meal Break

A meal break of 30 minutes will be allowed on each shift. Those employees who are subject to recall to work on their meal break will be considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member will be given the chance or opportunity to eat as time permits.

Section 10.10 Relief Breaks

All members 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. When working overtime, paid relief breaks of 15 minutes will be taken every two hours. When working other than a regular shift, 15-minute relief breaks may be taken every two hours.

Section 10.11 Time Changes

When time changes to or from Alaska Standard Time, members will be paid only for actual hours worked.

Section 10.12 Training Requirement

Any person hired to perform the duties of any position covered by this Agreement must successfully complete training and be capable of performing all required duties of the position prior to working in solo capacity. Solo capacity means working independently without direct supervision as determined by the Department Head.

Section 10.13 Officer Vehicle Program

The parties agree to continue an officer vehicle availability program. The parties agree that the operation, continuation, and guidelines of this program are at the City's discretion.

Section 10.14 Police Patrol Supervision

10.14.1 Sergeants as Watch Commander

The City may continue the current practice of using Sergeants as Shift Commanders on the assigned Lieutenant's RDOs and periods of leave.

10.14.2 Sergeants Working as Watch Commander

Sergeants may not work shift commander overtime unless the overtime

has been offered to and refused by all patrol shift Lieutenants first.

10.14.2.1 Pay Calculation

A Sergeant will be paid at a 5% premium above their current base wage rate while working as acting Shift Commander.

10.14.3 Acting Lieutenants

Acting Lieutenants may be used on a continuing basis for a period up to 12 months, which may be extended by mutual consent. Acting Lieutenants will enjoy all emoluments of a regular Lieutenant during the period they are in acting capacity.

10.14.3.1 Pay Calculation

Acting Lieutenants will be paid at 10% above their current step.

Section 10.15 Police Administration

10.15.1 Deputy Chief and Captain Positions

The Department Head shall promote a Deputy Chief and Captain from the ranks of Captain or Lieutenant in accordance with CBA. Selection and term of service are based on criteria established by the Department Head and this CBA. The Deputy Chief and Captain will remain in the Bargaining Unit. The Deputy Chief will be supervised by the Department Head and will perform the duties assigned to them by the Department Head. The Captain will be supervised by the Deputy Chief and will perform the duties assigned to them by the Department Head.

10.15.1.1 PSEA Bargaining Unit Limitation

No person outside the PSEA bargaining units can be placed in an acting status in the capacity of the Deputy Chief, Captain, Lieutenant.

10.15.1.2 Deputy Chief Pay

The Deputy Chief will receive performance pay at twelve percent above their step on Lieutenant classification scale.

10.15.1.3 Captain Pay

The Captain will receive performance pay at six percent above their step on the lieutenant classification scale.

10.15.1.4 Lieutenant Assignments

Lieutenants assigned to positions other than Shifts (such as Investigations and Special Operations) will serve a minimum two year assignment. If mutually agreed upon by the City and the incumbent, the assignment may be extended. Except for just cause, Lieutenants in these assignments may not be removed prior to completion of a two year assignment.

Section 10.16 Standby

Members may be required to periodically report their whereabouts in order to be available for work on short notice. In such instances, the member's names will be placed on a standby roster for the designated period of time of such a requirement. Assignments to a standby roster, as well as the direct callouts from such an assignment, will be equitably rotated among members normally required to perform the anticipated duties.

If a member is required to be on call for immediate recall to work, the member will be paid one hour at the overtime rate for each period of 12 hours or less of standby. When assigned to standby on a non- floating holiday, the member will receive two hours of overtime for each time period of 12 hours or less of standby.

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member and will be paid in addition to any applicable compensation in the event the member is recalled to duty. Members on standby status must remain available by telephone and must remain physically and mentally fit for immediate duty. Standby may not be used to avoid maintaining minimum staffing levels as set by the Department.

ARTICLE 11 FAIRBANKS EMERGENCY COMMUNICATION CENTER (FECC) WORK RULES

Section 11.1 General Rules

11.1.1 Work Week

The work week in this Agreement consists of 40 hours minimum in pay status from the start of the employees regularly scheduled duty day, unless a mutually agreed alternative schedule is in place.

11.1.2 Reporting Late for Duty

When members report for work later than the scheduled starting time,

they will be placed on leave without pay for the period of their absence and their finishing time will not be extended to make up for the lost time. Periods of less than one-half hour will be deducted in half hour increments.

11.1.3 **Consecutive Days Off**

Regardless of schedule worked, each member is entitled to regularly scheduled days off each week. The number of days off is defined by the schedule the employee works. Members should not be forced to work overtime on all of their off-duty days.

11.1.4 **Special Assignment Schedules**

Members volunteering for special assignments may be assigned a work week by the City consistent with the mission of that specific assignment.

11.1.5 **Shift Swaps**

Shift swaps, to be used as a judicious management tool, are allowed under this Agreement if approved by the Department Head.

11.1.6 **Time Off Between Shifts**

Each member will have a minimum of eight hours off duty from the time their last shift ends until the next scheduled shift begins. An exception to this rule is Court Duty.

11.1.7 **Maximum Consecutive Hours Worked**

Except for work performed in an emergency or life-threatening situation, no member may routinely work more than 16 consecutive hours if other employees are available. The parties further agree that there are situations, such as shift change day and certain days for the relief dispatcher, where a member will occasionally be forced to work more than 12 non-consecutive hours in a day.

11.1.8 **Shift Bidding**

Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. Shift preference will be used to bid each shift as provided in this section and subsections. No member may remain on the same shift more than four consecutive rotations. There will be triannual shift rotations.

11.1.8.1 **Supervision by a Family Member**

Employees may not bid a shift which would require them to be evaluated by or to evaluate a spouse, parent, child, sibling or any member of that employee's household. This provision applies to shift, not overtime, bidding. However, the Department Head has the ability to require either to move to a different shift.

11.1.8.2 Shift Bid Posting Requirements

Shift schedules and tour assignments will be posted no later than three (3) months prior to the commencement of the applicable tour of duty. Leave will not be denied should the department be unable to meet this deadline.

11.1.9 **Hardship Request**

Upon application of a member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.

11.1.10 **Personnel Assignments**

11.1.10.1 Disciplinary Reassignment

Members who are demoted or reassigned as the result of a disciplinary action will be reassigned a shift until the next regularly scheduled preference bid.

11.1.10.2 Temporary Assignments

Temporary assignments, except for training duties or operational necessity, may not exceed three years.

11.1.10.2.1 Voluntary Vacancy of Temporary Assignment

Members voluntarily electing to leave a temporary assignment early will be assigned a shift until the next regularly scheduled preference bid.

11.1.10.2.2 Involuntary Vacancy of Temporary Assignment

A member leaving such a position other than for the reasons stated above (i.e. non-disciplinary forced transfer) will be allowed to bid for a rotation which is more than 30 days from its start date.

11.1.11 **New Hires Shift Assignment**

Newly hired probationary employees will be assigned a duty schedule by the City.

11.1.12 Plan for Individual Improvement Scheduling

Employees placed on a "Plan for Individual Improvement" will be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference will be restored at the next shift bidding.

Section 11.2 Pay for Working in a Higher Classification. Temporarily Working Out of Class and Acting Appointments

Any Employee who is assigned by the Department Head the responsibilities and the duties of a classification for more than one hour, other than the classification the Employee normally holds, will be paid at the same step on the higher classification rate when filling the classification. Any Employee who is assigned duties of a position below the classification which the Employee normally holds, will continue to be paid at the rate the Employee normally receives. Members will not be required to work outside their classification for a consecutive period beyond six months in a calendar year unless otherwise agreed between the City and the PSEA.

Section 11.3 Schedule Changes

When making Employee schedule changes, the Employer shall notify the Employee of any contemplated change in writing or electronic notification at least seven calendar days prior to the effective date of the change. If the Employee is not given at least seven calendar days' notice of the change, the Employee will be paid at the rate of time and one-half for all hours worked on the first day of the new schedule. Additional hours scheduled prior to an Employee's regular starting time are not schedule changes when the regular workday is also worked. This provision does not apply to temporary deviations to an Employee's schedule caused by unforeseen circumstances outside the control of the Employer.

Section 11.4 Court Attendance

11.4.1 On-Duty Attendance

Members required to appear for court as a result of actions performed in the line of duty will suffer no loss in regular earnings but will be compensated during service at the member's rate of pay if on duty. Any witness fees must be turned over to the City.

11.4.2 Off-Duty Attendance

If members are off-duty, they will receive pay at the appropriate overtime rate with a two hour minimum. The appearance requirement of the off-duty employee is limited to what is necessary to appear and attend at court.

11.4.3 **Jury Duty**

Any member who is required to serve on jury duty during a normally scheduled workday may be reassigned to dayshift for that day. Any payment for jury service must be signed over to the City, and the member will receive their normal wage for that day. Should the member be excused from service, they are expected to report to their supervisor and complete the remaining hours of their workday.

Section 11.5 Shift Definitions and Shift Differential Pay

11.5.1 **Day Shift**

The “day” shift is any shift beginning between 0500 hours and 1159 hours.

11.5.2 **Swing Shift**

The “swing” shift is any shift beginning between 1200 hours and 1859 hours. All members assigned to swing shift will receive a shift differential of five percent (5%).

11.5.3 **Midnight Shift**

The “midnight” shift is any shift beginning between 1900 hours and 0459 hours. All members assigned to midnight shift will receive a shift differential of ten percent (10%).

Section 11.6 Overtime / Premium Pay (See also, [Article 4](#))

11.6.1 **Payment Increments**

Overtime shall be measured in one-half hour increments.

11.6.2 **First Day of the Week**

For purposes of this section, the employee’s first duty day establishes the first day of the week.

11.6.3 **Employee’s Twenty-Four-Hour Day**

For purposes of determining overtime, the employee’s twenty-four (24) hour period begins at the beginning of the employee’s scheduled normal duty start time.

11.6.4 **Personal Leave Used**

Personal Leave, other than for injury or illness, taken during a day

qualifies as work time for purposes of computing overtime worked beyond scheduled shift hours on a single day.

11.6.5 Shift Differential Applied to Overtime

When a member works overtime hours on a shift that qualifies for shift differential pay, the employee will be paid the overtime rate plus applicable shift differential.

11.6.6 Overworked 12 Hours in a 24-Hour Period

Those hours of work forced over 12 hours in any employee's 24-hour day will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

11.6.7 Overworked Forced Over 12 Consecutive Hours

Those hours of work forced over 12 consecutive hours will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

11.6.8 Volunteered Overtime

All volunteered overtime is paid at the basic rate, plus any shift differential, multiplied by 1.5.

11.6.9 Short Notice Vacancies

For purposes of this section, "short notice" means less than 24 hours' notice from time of notification until the start time of the shift needing to be filled.

11.6.9.1 Filling Vacancy with On-Duty Staff

When members are needed to meet personnel requirements on short notice, overtime will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of those classification members volunteer by seniority, the Department may require that the on-duty member with lowest bucket level in the needed classification remain on duty until other personnel can be located and report for duty.

11.6.9.2 Filling Vacancy with Off-Duty Staff

The member called on short notice to work overtime from off duty status shall be paid for actual overtime worked, with a minimum of two hours of overtime.

11.6.10 **Long Notice Overtime - (Greater Than 72-Hour Notice)**

When members are needed to meet shift staffing requirements known at least 72 hours prior to the actual assignment.

11.6.10.1 Posting of Staffing Overtime

Overtime will be determined by posting a volunteer overtime list. Overtime will be offered to employees bidding, based upon departmental needs, giving preference to departmental seniority for Dispatch Staffing Overtime.

11.6.10.2 Order of Dispatch Staffing: Supervisor Dispatcher

11.6.11 **Other Overtime**

All other overtime will be bid out based upon departmental seniority.

11.6.12 **Overtime Bidding – Voluntary**

Will be available for bidding known vacancies through the Auctions module of Telestaff. Auctions will be opened for bid as needed to fill vacancies.

11.6.12.1 Sign-up All

The Telestaff “Sign Up All” feature will be used for awarding any additional long-term overtime after the initial monthly auction has been awarded. The senior member who has signed up for the available shift will be awarded the overtime.

11.6.13 **No Volunteers / Forced Overtime**

In the event no volunteers are obtained in the above processes, then overtime will be assigned in inverse order of seniority. However, absent an emergency or life-threatening situation and to avoid employee "burnout", no member will routinely work more than 16 consecutive hours nor be forced to work overtime on all of their off-duty days. In such instances, the member with the lowest bucket level may be assigned to work.

11.6.14 **Force Overtime**

For long notice overtime where no volunteers are obtained, the Telestaff “buckets” feature will be used to determine the appropriate employee to force for the vacancy. If either party desires to change the

type of time, or time period used to calculate the time bucket, a change can be made on mutual agreement.

When forcing a member to work overtime would result in NDO or WFO due to hours in a day or the number of days worked in a week, the next least senior member will be assigned to work. There will be some instances where other members are not available, or the required tasks must be completed by the specific member which would supersede this rule.

11.6.14.1 Qualifying Time for Buckets

For purposes of this Agreement, overtime of all types will be tallied in the employee's time bucket.

11.6.14.2 Time Period for Buckets

For purposes of this Agreement, the time bucket will be reset to zero at the beginning of each rotation.

11.6.14.3 System Outage

In the event Telestaff is unavailable for bidding auctions or forced fill through the time bucket feature, all overtime bidding will revert to a manual paper process. Volunteered overtime will be awarded by seniority and forced overtime will be assigned in order of inverse seniority and applicable working rules.

11.6.15 **Special Mission Overtime**

The Department may assign overtime for specific missions of limited duration based upon the qualifications of the member and/or the specific needs of the assignment.

11.6.16 **Errors in Awarding Overtime**

Should the City, by error or omission, violate the provisions of this section by failing to offer overtime work to a senior eligible member who could have worked the overtime, then the overtime work shall be offered to senior member(s) at a mutually agreeable time, for the same number of hours originally worked. An overtime situation need not exist for this time to be worked.

11.6.17 **Minimum Call Back Rate**

Members reporting to work and not put to work shall receive two hours pay at their regular rate unless notified not to report at the end of their previous workday or two hours prior to the start of the shift.

11.6.18 Flex Schedule

Nothing in this agreement bars the City and the PSEA from agreeing upon a "flex" schedule.

Section 11.7 Compensatory Time Off

11.7.1 Compensatory Time

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 (to a maximum of 240 hours) may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Head). 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.

11.7.2 Payment on Separation from Service

Should a member separate from service for any reason, the member's compensatory time will be paid at termination at the dollar value in effect at the date of termination.

Section 11.8 Meal Break

A meal break of 30 minutes will be allowed on each shift of eight hours or greater in duration. Those employees who are subject to recall to work on their meal break will be considered in on-duty pay status during the meal break. In the event of either denial of meal break or recall from the meal break, the member will be given the chance or opportunity to eat as time permits.

Section 11.9 Relief Breaks

All members will be allowed two 15 minute breaks for every eight hours worked and one additional 15 minute break for each additional four hour increment.

Section 11.10 Time Changes

During Daylight Savings Time changes, members will be paid only for actual hours worked.

Section 11.11 Training Requirement

Any person hired to perform the duties of any position covered by this Agreement must successfully complete training and be capable of

performing the required duties of the position prior to working in solo capacity. Solo capacity means working independently without direct supervision as determined by the Department Head.

Section 11.12 Shift Supervisors Acting as Department Head

When the Department Head is unavailable to perform their duties, the Mayor retains the right to appoint an Acting Department Head of their choosing.

11.12.1 Acting Department Head Standby

Standby provisions as outlined in Section 11.13 applies to times when the Acting Dispatch Center Department Head is not on duty but available to report to work as needed.

11.12.2 Acting Department Head Pay

Shift Supervisors working as acting Department Head will be paid at the Department Head's 100% rate of pay for regular duty hours. Any overtime will be paid at the Shift Supervisor's rate of pay following any applicable overtime rules.

Section 11.13 Dispatch Supervision

11.13.1 Acting Supervisor

Acting Shift Supervisor may be used on a continuing basis for a period up to 12 months, which may be extended by mutual consent. Acting Shift Supervisor enjoys all emoluments of regular Shift Supervisor during the period they are in acting capacity.

11.13.1.1 Pay Calculation

Acting Supervisors will be paid at their current step on the Dispatch Supervisor pay scale.

Section 11.14 Standby

Members may be required to periodically report their whereabouts in order to be available for work on short notice. In such instances, the member's names will be placed on a standby roster for the designated period of time of such a requirement. Assignments to a standby roster as well as the direct callouts from such an assignment will be equitably rotated among members normally required to perform the anticipated duties.

11.14.1 Immediate Recall

If a member is required to be on call for immediate recall to work, the member will be paid two hours of pay at the overtime rate for each time period of 12 hours or less of standby. When assigned to standby on a non-floating holiday, the member will receive four hours of overtime for each time period of 12 hours or less of standby.

11.14.2 Standby

Standby pay is for the purpose of compensating the member for being available for work. Standby pay is not intended as compensation for any work performed by the member and will be paid in addition to any applicable compensation in the event the member is recalled to duty. Members on standby status must remain available by telephone and must remain physically and mentally fit for immediate duty. Standby may not be used to avoid maintaining minimum staffing levels as set by the Department.

Section 11.15 Schedules

The City reserves the right to implement any 40 hour per work week schedule that provides at least two consecutive days off per seven-day period and does not violate provisions of this agreement.

ARTICLE 12 HOLIDAYS

Section 12.1 Holidays

The following days are considered holidays with no deductions in pay:

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

And such other days as the City Council, by Resolution, may fix as holidays for all City employees. Should any other City employees be awarded any holidays in addition to the above, such additional holidays will be holidays for the members of this Bargaining Unit as well. In addition, each member will receive two paid personal days of leave each year, to be scheduled at the mutual consent of the parties. A personal holiday does not carry over to successive years and has no monetary value: if not taken each year, it is lost. Personal holidays are defined to be equal to the members current assigned duty hours.

Section 12.2 Weekend Holidays

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

Section 12.3 Holiday During Leave

If a holiday falls during an employee's vacation or extended leave due to illness/injury, the employee will receive holiday pay equal to that employee's regular scheduled shift for the holiday and will not be charged leave time for that day. Regular employees on lay-off will be paid holidays if they have worked or received compensation for any part of the month in which the holiday occurs.

Section 12.4 Holiday Compensatory Time

A member who works a holiday under this article may elect to accrue compensatory time off at the appropriate rate in lieu of receipt of monetary payments pursuant to this Article.

ARTICLE 13 LEAVE

Section 13.1 Personal Leave

13.1.1 Personal Leave Accumulation

Personal Leave accumulates at the rate shown below. Employment for eight or more days shall be considered employment for a full pay period for the purpose of computing personal leave.

One - Two Years: 7 hours per pay period

Three – Five Years: 9 hours per pay period

Over Five Years: 10 hours per pay period

13.1.2 Personal Leave Cap

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, will have their unscheduled leave in excess of 600 hours cashed out on their final paycheck of the calendar year.

Effective 31 Dec 2022, any employee who has over 600 hours accumulation of leave will be able to use the Grandfather clause one time and one time only:

Grandfather Clause: Employees who exceed the 600 hours of leave accumulation will be grandfathered in without a cap. If this clause is used, and they then drop below 600 hours, all leave in excess of 600 hours will be cashed out on their final paycheck of the calendar year. Effective December 31, 2029 all employees must be below 600 hours of leave.

Section 13.2 Leave Requests

Scheduled personal leave may be taken at any time mutually agreeable to the Department Head, or designee, and the employee. When Personal Leave is used for illness, the employee must notify the supervisor not later than one hour prior to the employee's scheduled reporting time. Such use of Personal Leave may not be denied. The parties agree to work together to prevent the misuse of Personal Leave as sick leave.

Section 13.3 Scheduled Personal Leave

13.3.1 Personal Leave Scheduling

Except in emergency situations, members' scheduled Personal Leave may be taken at a time agreeable with the employee and consistent with operational requirements. Vacation schedules will be bid and be awarded by the amount of unused personal leave. The employee with the most Personal Leave on the date of a request, less any previously approved but unused leave, will be number one for bid purposes. If personal leave is equal, classification seniority will determine priority. An employee must notify the Department Head through their supervisor at least one day in advance when not more than two days of leave are desired, or at least one week in advance when longer periods of leave are desired. Leave requests for periods of leave in excess of two days will be considered confirmed if not denied to the employee by the appropriate authority within five working days of the request. The written denial must be given to the employee.

13.3.2 Leave Denied, Cancelled, or Terminated

An employee's scheduled leave may be denied, cancelled, or terminated by the Department Head when the leave is not consistent with operational requirements. In case of such denial, the leave will accrue until taken.

13.3.3 Leave Usage

Only earned leave may be requested or taken. Employees may not take scheduled Personal leave until the completion of field training. On a case-by-case basis, Department Head may approve leave outside of this section.

Section 13.4 Termination

Upon termination, of any employee covered by this Agreement, accrued Personal Leave will be cashed out at 105% of the current value.

Section 13.5 Draw down of Personal Leave

Employees may elect to "cash out" leave hours at 105% of the current value, provided that members may not "cash out" below 80 hours. The "cashed out" hours may be directed to be deposited into the employee's Deferred Compensation account. Cash outs are not considered compensable hours for pension benefit payments, which will not be included in the cash out payment.

Section 13.6 Exceptions Regarding Leave Cash-Outs

13.6.1 Leave Cash-out for Deferred Compensation

Employees electing to use their leave bank cash out for Deferred Compensation catch up are exempt from the hour limit on Personal Leave draw down.

13.6.2 Leave Cash-out for Hardship

In the event of a financial, medical, or personal hardship affecting the Employee or their spouse and/or dependents, or other special circumstances as approved by the Mayor, the Employee will, upon request to the Employer, receive payment for all accrued Personal Leave. If a dispute arises as to what constitutes a hardship, a Labor-Management Committee with two representatives from each party will convene. If the Committee's decision results in a tie, the Mayor will decide the issue. The Employee will receive payment within seven business days of the request for payment.

13.6.3 Leave Cash-out Change in Job Status

A laid off or reclassified Employee who has bumped or moved into a lower paying job classification will be credited with Personal Leave at the value it accrued on the day prior to reclassification.

Section 13.7 Military Leave

An Employee who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed a leave of absence for required training or duty for a period not exceeding 20 working days per calendar year. Such military leave will be with basic rate if all military pay, not to include reimbursements for lodging, food, etc., the Employee receives for the duties performed on such leave is paid to the City. The Mayor may grant additional periods of

military leave in the event of hardship due to an extended involuntary employee call up in conformity with federal and state law.

Section 13.8 Family Medical Leave Act

The City will comply with the Family Medical Leave Act and the Alaska Family Leave Act.

Section 13.9 Donated Leave

Employees may assist other Employees in time of need, with Department Head approval. The following is the vehicle for that purpose:

13.9.1 Minimum Hours Donated Leave

Each Employee wishing to donate Personal Leave will submit their donation of not less than four hours in accordance with Department policy.

13.9.2 Donated Leave Conversion

The leave will be converted to the cash value of the donating employee's leave and paid to the receiving employee at their equivalent hourly rate.

Section 13.10 Business Leave

13.10.1 Business Leave Annual Donations

There is hereby created a chapter business leave bank which will be administered by the City with a monthly report of the balance and withdrawals provided to the Chapter Chair. The Chapter Chair reserves the right to require employees to transfer up to four hours of annual leave into the chapter leave bank. Such request will only be made upon approval of the Executive Board and only if the balance in the bank is not sufficient to cover withdrawal requests.

13.10.2 Voluntary Business Leave Donation

In addition, any employee at the employee's option may transfer additional annual leave to the Bank. Transfers may be made at any time during the duration of this Agreement with no maximum limit of the number of days, except that any employee may not transfer more leave than is posted on the employee's annual leave balance at the time of the authorization. The employee's leave balance will then be reduced by the amount of leave transferred to the Bank.

13.10.3 Business Leave Withdrawal

Withdrawal requests from the Bank will be for purposes designated by the Chapter Chair and the Chief Financial Officer will be notified. The release of employees for chapter leave will be handled on the same basis and release from duty for annual leave, except that such release may not be unreasonably withheld by their supervisor.

ARTICLE 14 PAY PERIODS

Section 14.1 Pay Periods

Pay periods covering days worked from the 1st to the 15th and from the 16th to the last day of the month will be established. Pay days will normally be on the 15th and the last day of each month. If pay day falls on Saturday, Sunday, or a holiday, then pay day will be the last scheduled work day before the break period.

Section 14.2 Employee Time Sheets

14.2.1 Leave and Earnings Statement

The City will furnish each member with an itemized statement of earnings and deductions specifying hours paid, straight time, overtime, personal leave pay, holiday pay, and other compensation payable to the member which is included in the check. Pay checks will be available no later than 1200 hours on each pay day, except for circumstances beyond the control of the City.

14.2.2 Time Sheet Changes

Changes to a member's time sheet will be forwarded to the member and the Administrative Assistant as soon as possible and prior to the next scheduled pay day.

Section 14.3 PERS Contribution

The City will make available during regular business hours to each member an itemized accounting specifying both the Employer's and Employee's contributions to the PERS system for that employee.

ARTICLE 15 PROBATION

Section 15.1 Probationary Period

All Department employees will serve a probationary period effective from the date of hire and extending six months beyond Field Training and Evaluation Program (FTEP).

Section 15.2 Promotional Probation

The probationary, or working test period, is an integral part of the promotion process. It will be used to observe closely the member's work, to secure the most effective adjustment of a new or promoted employee to their position, and to dismiss a probationary member whose performance does not meet required work standards.

15.2.1 **Probation Length**

Employees who are promoted or transferred at their own initiative will complete a probationary period of six months for all positions, however, the employee may be demoted to their former position at any time during this probationary period without the right to file a grievance.

Section 15.3 Extensions to the Probationary Periods

The probationary period may be extended under certain circumstance where the employee's work performance is not able to be observed closely, as follows:

- 15.3.1 Personnel who have been placed on Leave Without Pay (LWOP) will have their probationary period extended for the like number of days they are not able to perform their duties or are away from work.
- 15.3.2 Administrative Leave (Disciplinary or Criminal). Personnel who are placed paid or unpaid Administrative Leave as part of a disciplinary or pre-disciplinary process, Internal Affairs (IA) Review, and/or criminal investigation will have their probationary period extended for the like number of days they are not able to perform their duties and are away from work.
- 15.3.3 Plans for Improvement Extension. Personnel who are within their initial or promotional probationary periods and are placed on an Individual Plan for Improvement will have their probationary period extended beyond the 6 months period. The extension will be set to an appropriate number of days that would be reasonable to allow the employee to successfully meet their plan for improvement requirements and to satisfactorily fulfill the job standards and requirements.
- 15.3.4 Other Non-Disciplinary Circumstances. Personnel who are in their initial probationary period of employment and are absent from duty due to no-fault of their own or because of unforeseen circumstances not listed above, defined but not limited to FMLA, physical injury, light duty, or other circumstances which prevent them from performing their regularly assigned duties, and/or which do not allow close observations of their work performance in their primary position, may have their probationary period extended for the like number of days they are not present to perform their duties.
- 15.3.5 Physical or other injuries that result in a fitness for duty evaluation while within their initial hire probationary period may result in termination of employment.

- 15.3.6 Personnel who have been extended must be notified in writing using the Professional Development Form (PDF) and must acknowledge by signature of the action plan listed on the PDF form.

Section 15.4 Pay During Probation

After the first 6 months of probation the employee will move to the appropriate step on the pay scale.

Section 15.5 Returning to Bargaining Unit

Employees who accept a promotion out of the Bargaining Unit are entitled to bump back to their former position in the Bargaining Unit if they do not successfully complete probation in the promoted position. Employees who bump back are entitled to regain their Bargaining Unit seniority as of the date they accepted promotion. If the employee's former position is not available, the promoted employee will have first preference to occupy any vacant Bargaining Unit position for which the employee is otherwise qualified, but in no event will a promoted employee be permitted to bump a Bargaining Unit employee into a lower rank or lay-off status.

ARTICLE 16 LAY-OFF AND RECALL

Section 16.1 Lay-off

The Department Head, upon approval of the Mayor, or designee, may lay off an employee when deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material changes which are outside the employee's control and which do not reflect discredit upon the service of the employee. The City will meet with the PSEA to consider any alternatives to lay-offs. The duties performed by any laid off employee may be re- assigned to other employees within that classification who are already working. A lay-off of less than 24 months, after which the employee returns to work at the first available opportunity, is not considered a separation. Longevity credits for purposes of completing probation, pay anniversary date, and the accumulation of leave benefits will be suspended during the period of lay-off.

Section 16.2 Lay-off Bumping

In case of lay-off, the sequence of downward bumping will be in accordance with the following classifications. Regular full-time employees will take precedence over part-time or temporary employees:

Police:
Lieutenant
Sergeant
Detective
Police Officer/Investigator
Administrative Assistant

Evidence Custodian
Clerk

Dispatch:
Shift Supervisor
Dispatcher
Administrative Assistant
Call Taker
Clerk

Section 16.3 Lay-off Order

16.3.1 Inverse Seniority

Lay-offs will be made in inverse order of seniority within the affected classification, except as provided elsewhere in this Agreement for Chapter Chair and Vice-Chair. Except when moving into the Police Officer classification, a laid off member will be allowed to move into any parallel or lower classification where the laid off employee has more overall Department seniority than the least senior person in that classification. In the case where a laid off member seeks to move into the Police Officer classification, departmental seniority alone will govern.

16.3.2 Notification of Lay-off

The member will have five business days from the date they receive the lay-off notice and a lay-off list of all positions in the classification seniority group in which to exercise an election. Each member displaced by this procedure will, in turn, have the right to use this procedure.

16.3.3 Seniority Determination

If two or more members have identical classification group seniority or departmental seniority, the order of lay-off will be determined by the following:

16.3.3.1 A veteran will be given preference over a non-veteran in accord with Alaska Statutes.

16.3.3.2 In any case that cannot be determined by the application of veteran's preference, seniority will be determined alphabetically by last name at the time of hire.

16.3.4 Other Classification Lay-off

No regular or probationary member may be laid off while there are emergency, temporary, provisional, seasonal, or volunteer members serving in the same classification group performing work which could

reasonably be assigned to regular or probationary members, based upon the minimum qualifications for the classification.

16.3.5 Non-Bargaining Unit Employee

No permanent Bargaining Unit employee may be laid off because a non-Bargaining Unit employee wishes to return from their position to a Bargaining Unit position.

16.3.6 Other Classification Hiring

No temporary, provisional or seasonal members may be hired while regular or probationary member(s) are on lay-off status unless no laid off member offered the position accepts. A laid off member may reject a non-permanent job without losing lay-off recall rights. Notice to the laid off member must include the estimated duration of the job if the City reasonably expects the position to be less than full-time regular.

16.3.7 Temporary Recall

If the City hires a recalled member for a position which lasts 30 days or less, the recalled member will receive 15% above base wage in lieu of benefits.

16.3.8 Permanent Recall

If the position lasts over 30 days, the recalled member will be given regular status during the period of recall. In such event, the recalled member is not entitled to the 15% in lieu of benefits.

Section 16.4 Written Notice

In every case of lay-off or proposed lay-off of any regular or probationary member, the City shall give the member at least 60 days written notice in advance of the effective date. Concurrently, all members on the lay-off list from which the laid off member may exercise an election must receive notice of the lay-off, its effective date and the possibility of being displaced. The member laid off through the displacement process must receive notice in advance of the potential lay-off and at least 10 business days written notice in advance of the effective date of actual lay-off.

Section 16.5 Lay-off Procedure

16.5.1 Lay-off List

Procedure upon lay-off. The laid off member will be placed on the lay-off list for that classification group from which the member was laid off, and for the Bargaining Unit. Recall rights exist for five years from the effective date of the lay-off.

16.5.1.1 The classification lay-off list will be ranked in inverse order of lay-

off. The recalled position will be offered to the first member on the classification lay-off list.

- 16.5.1.2 If the seniority group lay-off list is exhausted and eligible member(s) decline appointment or are not available, then the position will be offered to the qualified member with the most City seniority of those members on the Bargaining Unit lay-off list. In order to receive recall notice from the bargaining unit lay-off list, the member must provide written notice to the City at the time of lay-off of interest and possession of skills and abilities to perform the available jobs. The City must exhaust the Bargaining Unit lay-off list.
- 16.5.1.3 The laid off member who is offered a recall must have the skills and abilities to perform the position for which recalled. Vacant positions which are to be filled may be filled through promotion provided no member is on lay-off from the classification. However, if later again vacated, the position may subsequently be filled only in accordance with this article.
- 16.5.1.4 Upon recall to the original position, the member's salary will be adjusted upward, step for step, to the appropriate range.
- 16.5.1.5 If a member is recalled to a position in which he/she has attained regular status, the recalled member shall be appointed to that position as a permanent member. If a member is recalled to a position in which he/she has not attained regular status, the recalled member shall be appointed to that position as a probationary member.

Section 16.6 Notice of Recall

Notice of recall must be sent to all eligible laid off members by Certified Mail to the last address provided the City Personnel Office by the member and to the PSEA office in writing. The members on the recall list must within 14 days after receipt of the recall notice notify the City in writing as to their decision regarding the recall offer. The member at the top of the recall list will have the first opportunity to accept the position provided they possess the qualifications for the position being recalled. If the City does not receive notice as required above from the member first eligible for recall within 14 days of when the recall notice was postmarked, then that member goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position.

ARTICLE 17 SENIORITY

Section 17.1 Termination of Seniority

Department Seniority will be terminated upon:

- Discharge
- Resignation
- Lay-off for a period of five years or more, or inability to return to work from a job-incurred injury or illness of five years or more.
- Willful abandonment of position (Failure to report for duty within three days following approved absence).

Section 17.2 Seniority Preserved

Department Seniority will not be interrupted by:

- Periods of approved leave, including Workers' Compensation absences
- Military leave for Reserve Training
- Active military duty when recall for such duty is beyond the control of the member
- Promotion out of the Bargaining Unit during the first six months
- Retirement disability up to five years
- FMLA

*Any periods of Leave Without Pay (LWOP) other than list above will result in seniority being frozen for all periods of absence.

Section 17.3 Seniority Defined

The member with the longest term of credited service with the Department will be number one on the Department Seniority list and all other members will be listed accordingly. For Seniority purposes, credited service begins the day Field Training or applicable initial department training is completed. The Department shall yearly prepare and prominently post a Department Seniority roster in each work area of the Department. Seniority, as defined in this Agreement, will in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case.

Section 17.4 Seniority Promotion/Demotion

17.4.1 Promoting Outside of Bargaining Unit

If a member is promoted into a classification in the Department outside this Bargaining Unit, their classification seniority will continue to accrue in their former position for up to six months after promotion. Thereafter, the Bargaining Unit and classification seniority of the member promoted outside the Bargaining Unit terminates.

17.4.2 Returning to Bargaining Unit

Employees promoted out of this Bargaining Unit who are involuntarily demoted or whose positions are eliminated will be returned with departmental seniority and will have their classification seniority restored for the classification they occupy, if any. If the seniority of the returning member is sufficient, this may necessitate the lay-off of a less senior Bargaining Unit member in accordance with the seniority provisions of this Agreement.

Section 17.5 Transfer / Return Seniority

17.5.1 Change in Classification

If a member transfers to a different classification within the Bargaining Unit, their former classification is frozen at the time of occupancy of the new classification.

17.5.2 Involuntary Return for Disciplinary Reasons

If a member is involuntarily returned from a Bargaining Unit position to their former classification due to disciplinary action, their classification seniority within the departing position will not accrue toward their classification seniority in the former position.

17.5.3 Involuntary Return for Non-Disciplinary Reasons

If a member is involuntarily returned from a Bargaining Unit position to their former classification due to non-disciplinary reasons, the time spent in their involuntary classification will accrue toward their classification seniority in their former position upon return to their former position.

17.5.4 Temporary Seniority Accrual

If a member accepts a promotion to another position within the Bargaining Unit, the member will continue to accrue classification seniority in their former position for up to six months. If the promoted member remains in their current position beyond six months, their former classification seniority will be frozen at the time reflecting the date of their promotion.

ARTICLE 18 DISCIPLINARY ACTION

Section 18.1 Counseling

Whenever employee performance, attitude, work habits or personal conduct at any time falls to a level unsatisfactory to their supervisor, the supervisor shall inform the employee promptly and specifically of such lapses and give counsel and guidance. A letter or departmental form of counseling, as distinguished from a letter of reprimand, is not considered disciplinary action and is not subject to the grievance procedure, nor will it be placed in the employee's personnel file. If appropriate and justified, a

reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself; however, the action to be taken depends on the seriousness of the incident and the records contained in the employee's personnel file.

Section 18.2 Written Reprimand

In situations where an oral or written counseling/warning has not resulted in the expected improvement, or where a more severe initial action is warranted, a written reprimand will be sent to the member, a copy will be placed in the member's personnel file, and a copy will be sent to PSEA.

Section 18.3 Suspension Without Pay

An employee may be suspended without pay and/or demoted by their Department Head with approval of the Mayor, or designee, for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence, or other justifiable reason when alternate personnel actions are not appropriate. Employees must be furnished an advance written notice at least 24 hours prior to the effective date containing the nature of the proposed action. Said employee must be advised that they are entitled to have a PSEA Staff representative present at any meeting where disciplinary actions are contemplated or possible. If a member is suspended for a period of days, rather than a term of consecutive hours, the term "day" means that the member is suspended for the full 24 hours of such day.

Section 18.4 Reasons for Dismissal

The Mayor or designee may dismiss any member for just cause. Reasons for dismissal may include but are not limited to:

- Failure to meet prescribed standards of work, morality and ethics to an extent that makes a member unsuitable for employment in the Department
- Theft or unjustified destruction of City property
- Incompetence, inefficiency, or negligence in the performance of duty
- Insubordination
- Conviction of a felony, or a misdemeanor involving moral turpitude
- Notoriously disgraceful personal conduct
- Unauthorized absence
- Acceptance of any consideration which was given or accepted with the expectation of influencing the member in the performance of their duties
- Falsification of records or dishonesty
- Use of official position for personal advantage

- Threatening or intimidating action against another member.

Section 18.5 Termination Pay

When a member is terminated, or effects a separation, the member must be paid all accrued earnings in accordance with State law and the provisions of this Agreement.

Section 18.6 Appeal

An employee may appeal disciplinary action under this section pursuant to the grievance procedure as set forth under [Article 8](#) of this Agreement. If the employee fails to appeal the suspension and/or demotion, the action becomes effective on the date specified. During the appeals procedure of any discipline less than termination, the employee will be retained in duty status, or placed on leave with pay, at the discretion of the Mayor or designee.

Section 18.7 Notice of Termination from City

Permanent Employees who are terminated from employment for non-disciplinary issues and have completed probationary requirements will be given 30 days' notice of separation, or 30 days' pay, computed at the base hourly rate, in lieu of notice. Employees who are terminated from employment for disciplinary issues shall be given one day notice of separation or one day of pay, computed at the base hourly rate, in lieu of notice.

Section 18.8 Notice of Termination from Employee

All Employees who have been in employment 30 days or more must give the City two (2) weeks' notice before leaving their employment unless mutually agreed beforehand between the City and the Employee. Notation of failure to give notice will be placed in the Employee's personnel file.

Section 18.9 Standards for Demotion/Discharge

No member may be disciplined, demoted, or discharged except for "just cause."

ARTICLE 19 CLASSIFICATION AND HOURLY WAGE RATES

Section 19.1 Special Duty Pay

Employees will receive an additional 5% of their base wages for hours spent performing the following roles:

Field Training Officers
K-9 Officers
Lead Detectives

Lieutenants and Sergeants assigned to Investigations
Certified Drone Operators (Not to include time spent in drone training)
Drug Unit
Police Chief and Dispatch Manager may authorize the additional 5% for
time spent instructing various courses or for supervisory roles not covered
elsewhere in this contract on a case-by-case basis.

Section 19.2 Recruit Officer Pay in the Academy

- 19.2.1 Recruit Officers attending the Basic Peace Officers Training Course are assigned to a 16-hour duty day for seven days per week.
- 19.2.2 All duty in excess of 40 hours per week, or 8 hours in a day, will be paid at the academy overtime rate. The academy rate of pay is defined in the PSEA Schedule A.

Section 19.3 Lateral Hires

Newly hired officers who have at least three years of experience as a sworn law enforcement officer or dispatcher with a qualified police agency may be paid at the appropriate step of the Police Officer or Dispatcher Pay Scale, at the discretion of the Mayor.

Section 19.4 Classification Changes

19.4.1 Promotion

Employees receiving a promotion to a higher classification will move to a step within the new classification as follows:

- Officer to Detective-step within new classification which gives them a minimum of 5% pay increase.
- Detective to Sergeant-step within new classification which gives them a minimum of 5% pay increase.
- Officer to Sergeant-step within new classification which gives them a minimum of 10% pay increase.
- Sergeant to Lieutenant-step within new classification which gives them a minimum of 10% pay increase.
- Dispatcher to Dispatch Supervisor step within new classification which gives them a minimum of 20% pay increase.

- All other employees will move to the same step within their new classification.

19.4.2 Involuntary Change of Classification

An employee who involuntarily changes classification, for other than disciplinary reasons will begin at the "Start Step" within that classification, unless that would result in a pay decrease. In that case the employee will continue to earn their current wage until qualified for the next step increase within the new classification which will result in a pay increase.

19.4.3 Voluntary Change of Classification

If the change to a lower classification is voluntary, the employee's pay will decrease inversely.

19.4.4 Disciplinary Change of Classification

In the event of a disciplinary demotion, the employee will be paid at the step appropriate to the previous time in the lower classification.

Section 19.5 City Created New or Changed Classifications

If the City creates new or changed job classifications or duties not set forth in current job descriptions, the City and Chapter will negotiate on the appropriate rates for such classifications or new duties before the implementation of any changes. If the parties are unable to agree upon a rate for a new or changed classification, interest arbitration will be used.

Section 19.6 The City may assign Detectives, on a temporary basis, to the Investigations Division, so long as those assigned positions do not exceed more than one half the overall authorized Detective positions. The temporary assignment is for a five-year period. In the event there are no applicants at the end of the assigned period, the employee may remain in the position for an additional year. This process will be continued until a new employee is assigned to the position. Pursuant to this agreement, any employee assigned into a Detective position will be placed on the appropriate step on the pay scale. Temporary assignments to the Investigations Division will be evaluated by the Investigations Lieutenant who may recommend reassignment out of the Division if the employee's work expectations fall below supervisory standards.

ARTICLE 20 EDUCATION PAY

Section 20.1 Education and Certification Pay

20.1.1 Licensing and Certification

All costs to obtain and maintain required licensing or certification will be paid by the City. All training conducted in accordance with this section will be considered as duty time.

20.1.2 APSC Certification Pay

Commissioned employees who obtain an Alaska Police Standards Council (APSC) certificate will receive an annual lump sum payment of \$3,000.00 for an Intermediate Certificate and \$4,500.00 for an Advanced Certificate, on the first pay period in January. Employees who earn new certifications during a year will receive a prorated annual lump sum on the next paycheck, after issuance by APSC.

Section 20.2 Continuing Education Reimbursement

With prior approval of the Department Head, employees who are continuing their education by attending college on their off-duty time where they majored in criminal justice, administration of justice, or related approved fields of study, will be reimbursed by the City for tuition, books, and other costs of education upon the successful completion of the course and upon the presentation of a documented expense account. Successful completion of the course means the conclusion of any quarterly or semester course in any subject directly related to the obtaining of the degree in the major above stated or the equivalent thereof with a grade of "C" or better.

Section 20.3 Continuing Education Reimbursement

Members, with prior approval from the Department Head, may be reimbursed for tuition and books for successful completion of courses or seminars which relate directly to the member's current job classification.

Section 20.4 Lieutenant Seminar or Training

It is the object of the City to keep Employees up to date on current practices of their profession. Each Lieutenant may attend, at City expense up to a maximum of \$1,500.00 direct cost (airfare, hotel, per diem, course material), at least one work-related seminar or training course of the employee's choice every calendar year.

ARTICLE 21 EQUIPMENT AND CLOTHING

Section 21.1 City Issued

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

property, equipment and supplies. Upon termination of employment, each Employee must return to the City any property. If the employee resigns or is terminated, the Employee shall surrender all issued items, or the cost of such items not surrendered shall be deducted from the Employee's final check.

Section 21.2 Equipment and Clothing Property

Employees shall not be responsible for lost, damaged or stolen property or cargo in cases when the Employee followed Department policy in securing, operating, or handling said property or cargo.

Section 21.3 Personal Property

In the event the Department Head approves the use of the Employee's personal property during such Employee's normal duties, the City shall reimburse the Employee for the repair or replacement of said personal property in the event it is stolen or damaged all in accordance with Section [21.2](#), provided that the City will not be responsible for damage to employee property that is inappropriate for on duty use.

Section 21.4 Improved Equipment

The City shall make an effort to provide Employees with equipment that will allow the Employee to work efficiently and improve productivity, i.e., computers, vehicles, and all other equipment and instruments necessary to perform the work.

21.4.1 Unsafe Equipment

No employee may be required to operate any unsafe equipment. No disciplinary action or other form of discrimination may be instituted against any employee for questioning whether a piece of equipment is safe.

Section 21.5 Initial Issue Uniforms.

21.5.1 Issued Clothing

Each commissioned member will be issued the following City owned property for use:

Police Department

Badges	(1 shirt & 1 flat)
Shirts (Short Sleeve)	3
Shirts (Long Sleeve)	3
Trousers	3
Ties	1

Hat (Summer) w/Rain Cover	1
Hat (Winter)	1
Parka	1
Utility Jacket	1
Raincoat	1
Gloves	1 pair per year
Bullet Proof Vest (Level 3A minimum)	1
Dept. Approved Duty Footwear	
	\$125/yr. For summer footwear
	\$150/yr. For winter footwear
Both footwear allowances to be paid in a single disbursement of \$275 in January of each year.	
Gun belt set with Weapon	1
Coveralls*	1 set

All the above items will be replaced by the City on an "as needed" basis to ensure each member has a full complement of issued items in good serviceable condition.

*As required by the Department.

Section 21.6 Sidearm

The City will provide each Commissioned Officer with an approved side arm for use on and off duty. Upon retirement, the Commissioned Officer will be presented with their sidearm and badge.

Section 21.7 Clothing Allowance

All non-uniformed commissioned officers and uniformed civilian employees will be given up to \$500.00 allowance in January each year to maintain/replace approved clothing for their on-duty use.

Section 21.8 Incidental Purchase Allowance

The Department will pay each commissioned officer \$150.00 in January of each year for incidental purchases of duty equipment.

ARTICLE 22 FILLING OF VACANCIES

Section 22.1 Promotion/Transfer

Promotions - When a vacancy occurs, or a new position is established within the Bargaining Unit for which there is no one on the lay-off list, the parties agree that the vacancy may be filled from among PSEA bargaining unit members if a qualified member applies.

Section 22.2 Qualifications

The City shall maintain an equitable examination process to assist in determining the applicant qualifications. Applicants will be required to pass a professionally prepared examination. Examinations shall fairly test the attributes required to perform the position's duties. Examinations may be composed of written examinations, assessment centers, oral examinations, physical examinations, psychological evaluations, training and experience, or any combination thereof. All components of the examination process must be applied uniformly among applicants during the evaluation process. The applicant's training, experience, and previous work experience will be considered.

Section 22.3 Vacancy Announcements

Vacancy announcements will specify the position's opening date, the date the notice was posted, the job description and title, and other pertinent information concerning the closing date. A copy of all such notices relative to positions within the coverage of this Agreement must be posted.

Section 22.4 Advertised Internally First

When a vacancy occurs, or a new position in the bargaining unit is established the Human Resources Department shall advertise internally for five days, then advertise internally and externally for the remainder of the recruitment period. The announcement from the Human Resources Department will state instructions for their application. Internal applicants will be granted preference from the hiring authority however, the hiring authority will make hiring recommendations based on the applicant that is best suited for the job.

Section 22.5 Eligibility After Probationary Period

Bargaining Unit members who have completed their initial probationary period will have the right to compete for any vacancy within the Bargaining Unit for which they may be qualified. All accrued benefits and length of service will remain unbroken.

Section 22.6 Transfer Within Bargaining Unit

Consistent with Section [19.4](#), regular Bargaining Unit employees seeking promotional or lateral transfer or transfers to a different a class within the same salary range or a voluntary demotion to class with a lower salary range may apply and compete for open or vacant positions in the Bargaining Unit.

Section 22.7 Qualifications for Promotion

Open or vacant positions will be filled on merit and fitness. In the

exercise of the City's discretion in making a promotion, the following guidelines will be observed:

- Applicants must meet minimum qualifications in recruitment announcements.
- Applicants must satisfactorily pass competitive examinations when applicable.
- Performance evaluation reports, if available, will be considered.
- Pre-test qualifications required for the rank of Sergeant will be an APSC Intermediate Certificate or equivalent.
- Pre-test qualifications required for the rank of Lieutenant will include an advanced certification from the APSC, or equivalent, and an equivalent of time-in-rank and/or college education as presently required by City promotional standards.

In the event no employee applies or meets the qualifications as set forth above, the City may recruit and select from other agencies.

Section 22.8 Probationary Period

Promotions within or between all sworn classifications will be probationary for a six month period during which an employee may be demoted to their previous position.

ARTICLE 23 PERSONNEL RECORDS

Section 23.1 File Maintenance

The City shall provide for the maintenance of a personnel file which includes those documents which reflect an individual's complete status as an employee from date of hire to termination. Only one such file may be maintained by the City.

Section 23.2 Personnel File Contents

The personnel file includes employee's employment application, summary of employment and administrative investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefits forms. The personnel file may not contain any documents reflecting any "false positive" drug/alcohol test results, or administrative investigations which result in a finding of "unsubstantiated," "exonerated," or "unfounded."

Completed administrative and employment investigative files will be maintained by the department administration.

All medical information will be maintained in a separate Medical File

housed in the City Human Resources Department.

Section 23.3 Employee Access to Personnel Files

23.3.1 Access to Employee File

An individual employee will have access to their personnel file, or to any closed Administrative Investigation (AI) file or to any information pertaining to the employee which is maintained in the personnel file, at any reasonable time. A member will have the opportunity to comment upon any adverse materials in the member's personnel file. Personnel Files are confidential. They may be inspected by the Department Head or those authorized by the Department Head.

23.3.2 Pre-Employment File

An employee may review all files pertaining to the employee with the exception of the Pre-Employment File.

Section 23.4 Record of Disciplinary Actions

Except for oral reprimands and written counseling forms, a record of disciplinary actions must be contained in the employee's personnel file.

Section 23.5 Supervisor Files

Nothing in this Agreement prevents supervisors from maintaining and using "Working Supervisor Files." Specifically, these files may contain prior evaluations, notes of observations, and information, including favorable and unfavorable remarks reflecting on the employee's duty performance during the reporting period under evaluation.

Section 23.6 Disciplinary Action Files

A record of the following disciplinary actions will be placed in the employee's personnel file:

- Written Reprimands
- Suspension Without Pay
- Involuntary Transfer
- Demotion
- All Administrative and Criminal Investigations: formal or informal which result in disciplinary action against the employee
- Last Chance Agreement
- Termination

Section 23.7 No Other Files

All disciplinary records will be maintained as described throughout Article 23 and will not be duplicated elsewhere without permission of PSEA and City agreement. This does not prevent the City from maintaining other required employee files to include but not limited to: personnel records, medical records, workers compensation records, and payroll files.

Section 23.8 Five Year Documentation Restriction

Documents reflecting disciplinary action contained within a member's personnel file which are dated five years or older, may not be examined or considered for use at subsequent disciplinary or promotional proceedings. Access to such documents is limited as provided for in Section [23.3](#) of this Article.

Section 23.9 Citizen Complaints

Documents reflecting citizen complaints shall be maintained by the department. Summaries of sustained complaints which results in action defined in Section [23.6](#) must be forwarded to the personnel file.

Section 23.10 Removal of File Information

Any item removed from the personnel files must be forwarded to the employee.

ARTICLE 24 MANUAL OF DIRECTIVES

Section 24.1 Manual of Policy & Procedure

A Manual of Policy & Procedure will be maintained and made accessible to each employee of the Department.

ARTICLE 25 TRAVEL AND PER DIEM

Section 25.1 Official Travel Outside City of Fairbanks

The City will fully pay the employee for travel, lodging, parking, and other required expenses. The per diem will be based on State of Alaska short-term daily rates as stated in Alaska Administrative Manual regardless of destination. At no time will the City pay per diem rates when employees attend training encompassing lodging and meals (three per day) provided. Travel is further regulated by Fairbanks General Code 50-209 and City policy 35.01.

Section 25.2 Use of Personal Vehicles

Employees are not obligated to use their privately-owned vehicles for City business.

ARTICLE 26 ORAL OR WRITTEN AGREEMENT

Section 26.1 Conflict of This Agreement Employee

No member covered by this Agreement may be asked or required to make any written or oral agreement which may in any way conflict with this Agreement.

Section 26.2 Conflict of This Agreement City

No member covered by this Agreement may ask or require the City to make any written or oral agreement which may in any way conflict with this Agreement.

ARTICLE 27 TEMPORARY HIRES

Section 27.1 Temporary Employees

It is recognized that the need exists to hire temporaries in positions similar in duties and requirements to regular positions in the PSEA. The City and the PSEA now agree that all determinations concerning the terms and conditions of temporary employment will be made independently by the City except as provided for in this section or as specifically provided for in subsequent sections of this Agreement. The parties agree that there will not be a concerted effort to abuse the hiring and use of temporaries.

Section 27.2 Temporary Employee Benefits

Temporary employees are not entitled to paid personal leave, holiday pay or other benefits enjoyed by regular employees. All temporary employees will be compensated on an hourly basis for actual work performed. In lieu of additional benefits and PERS participation, temporary employees will receive an additional compensation of fifteen percent above the starting wage rate. Seniority will accrue pro-rata based on hours of service. Breaks will be pro-rated dependent on the number of hours in a shift.

Section 27.3 Temporary Employee Overtime

All hours worked over forty (40) hours per week by temporary employees shall be considered overtime and payable at one and one-half (1.5) times the rate of pay as set in the pay scale. For purposes of the bidding on overtime, temporary employees will have the lowest seniority.

Section 27.4 Temporary Employee Work Rules

The City may use temporary hires as needed in accordance with work rules. [Article 10](#) or [Article 11](#)

ARTICLE 28 PART-TIME EMPLOYEES

Section 28.1 Part-Time Employee Definition

A "Part-Time employee" is a permanent who works less than 30 hours a week, including the employment of two persons to fill one regular full-time position.

Section 28.2 Part-Time Employee

The City and the PSEA recognize the need to hire part-time employees in positions similar in duties and requirements to regular positions in the PSEA. The City and the PSEA agree that all determinations concerning the terms and conditions of part-time employment will be made independently by the City except as provided in this Agreement.

Section 28.3 Part-Time Employee Records

All employer records relating to hours worked of part-time employees will be open for PSEA inspection.

Section 28.4 Part-Time Employee Benefits

Part-time employees are not entitled to paid personal leave, holiday pay or other benefits enjoyed by regular employees. All part-time employees will be compensated on an hourly basis for actual work performed. In lieu of additional benefits and PERS participation, part-time employees receive an additional compensation of fifteen percent above the starting wage rate. Seniority will accrue pro-rated based on hours of service. Breaks will be pro-rated dependent on hours of service.

Section 28.5 Part-Time Employee Work Rules

The City may use part-time hires as needed in accordance with work rules. See [Article 10](#) or [Article 11](#)

ARTICLE 29 MISCELLANEOUS

Section 29.1 Current Agreement and Letters of Agreement

All prior letters of agreement and understanding to the prior agreements will be deleted unless re-signed again after the effective date of this Agreement though the parties agree that certain LOAs will be continued by mutual agreement if not otherwise incorporated specifically within this

Agreement.

Section 29.2 Difference or Conflict of Agreement

In the case of any difference or conflict between the provisions of this Agreement and the provisions of the Fairbanks Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement govern. In the event that any portion of this Agreement is found by a court to be invalid, the provisions of [Article 5, Section 3](#), apply. Only during any interim period between such finding of invalidity and subsequent Agreement will the Fairbanks Personnel Ordinance Code govern.

Section 29.3 Performance of Work

No individual from outside the Fairbanks Police Department will be used to perform duties that consist of part of, or all of the duties of PSEA members, without prior approval of the PSEA. This section does not prohibit shared operations with City Departments, Volunteers in Policing, Emergency Services Patrol, law enforcement agencies, police reserves, and contractual employment of temporary staff for background checks, police topic instructors, and consultants. Reserve members shall meet the pre-employment requirements of a non-commissioned member.

Section 29.4 Sole and Complete Agreement

This Agreement constitutes the entire agreement between the City and the PSEA, and no verbal statements will supersede any of its provisions. This Agreement embodies all the terms and conditions governing the employment of the members of the PSEA. Any proposed changes affecting the employee's wages, hours, or other terms and conditions of employment will be negotiated prior to implementation. Both sides have had the opportunity to raise other issues but have chosen not to do so. In addition, both sides have abandoned issues that were discussed but not incorporated into this Agreement. Topics that were raised but not incorporated, abandoned, overlooked, or not addressed in this Agreement have no legal effect on the parties.

ARTICLE 30 DEFINITION OF TERMS

Words used within this Agreement shall have their ordinary meaning unless they are recognized "terms of art" or fall within the express definitions hereinafter described:

Section 30.1 Anniversary Date

"Anniversary Date" of hire means the date at which an employee has completed a service year of 52 weeks of paid service. Unless otherwise provided for herein, anniversary dates will be delayed to reflect non-paid absences.

Section 30.2 Appropriate Medical Professional

An "appropriate medical professional" means a licensed physician if the employee's physical ability to perform normal work assignments is in question, or a licensed psychiatrist or licensed psychologist if the employee's mental or psychological ability to perform normal work assignments is in question.

Section 30.3 Bargaining Unit

"Bargaining Unit" in this Agreement means all employees represented by the PSEA working in classifications listed in PSEA Schedule A.

Section 30.4 Base Rate

"Base rate" means the minimum contract rate for a classification.

Section 30.5 City

"City" means the City of Fairbanks, Alaska.

Section 30.6 Classification

"Classification" (verb) is the act of grouping positions in classes with regard to:

- duties and responsibilities
- requirements as to education, knowledge, experience and ability
- tests and fitness
- ranges of pay

Section 30.7 Classification or Class

"Classification" or "class" (noun) is the resulting designation of one or more positions into a single grouping.

Section 30.8 Days

"Day(s)" as used in this Agreement providing time constraints on the parties means calendar days, exclusive of holidays unless otherwise specified herein.

Section 30.9 Department

"Department" means the Fairbanks Police Department or Fairbanks Emergency Communications Center, or any subsequently formed

department which includes Police/Dispatch functions, likewise, "Department Head" shall refer to the person designated to have administrative authority over the Police/Dispatch functions, whether that person be denominated as "Department Head" or otherwise.

Section 30.10 Duty Day

"Duty Day" means any day on which a member is assigned to work a shift.

Section 30.11 Emergency Situation

The normal and accepted meaning, however, this does not include routine manpower shortages.

Section 30.12 Employee

"Employee" has the same meaning as "member," infra.

Section 30.13 Employer

"Employer" means the City of Fairbanks, Alaska.

Section 30.14 FGC

"FGC" means the Fairbanks General Code.

Section 30.15 Holiday Rate

"Holiday Rate" means two and one-half times basic rate of pay plus applicable shift differential.

Section 30.16 Lie Detector

Means a device or instrument used to measure deception. Including but not limited to: Polygraph, Eye Detect, and Voice Stress Analysis.

Section 30.17 Member

"Member" in this Agreement means an employee who holds probationary or permanent status working in a job class that has been designated by the City; except where the circumstances so indicate, "member" and "employee" are used interchangeably in this Agreement.

Section 30.18 No Days Off (NDO) Comp

Any member who is forced to work any hours which prevents them from having 48 consecutive hours off for those employees working 10- or 12-

hour shift schedules, or 24 hours off for those employees working an eight hour shift schedule, will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 and 0.5 compensatory time. (Any forced hours worked within the 48 consecutive hours off or 24 consecutive hours off will be paid at the basic rate plus shift differential, if any, multiplied by 1.5 plus, 0.5 compensatory time.)

Section 30.19 Non-Permanent Employee

"Non-permanent Employee" in this Agreement is defined as a temporary hire not to exceed six months.

Section 30.20 Personnel File

"Personnel File" in this Agreement means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other work-related material pertaining to that person that is kept in that file.

Section 30.21 Police Officer Recruit

"Police Officer Recruit" refers to employees hired within the entry level position.

Section 30.22 Promotion

"Promotion" is the change of an employee from one class to another which will provide an increase in salary, or which has a higher maximum base rate of pay.

Section 30.23 Shift

"Shift" means the normally scheduled work hours on a duty day.

Section 30.24 Tour

"Tour" is a four-month shift assignment.

Section 30.25 Transfer

"Transfer" in this Agreement means the voluntary or involuntary assignment or reassignment of a member's work area or duty assignment.

Section 30.26 Volunteered Overtime

All volunteered overtime is paid at the basic rate, plus any shift differential, multiplied by 1.5.

Section 30.27 Overworked Over 12 Hours in a 24-Hour Period

Those hours of work forced over 12 hours in any employee's 24- hour day will be paid at the basic rate plus shift differential multiplied by 1.5 plus, 0.5 compensatory time.

Section 30.28 Overworked Over 12 Consecutive Hours

Those hours of work forced over 12 consecutive hours will be paid at the basic rate plus shift differential multiplied by 1.5, plus 0.5 compensatory time.

ARTICLE 31 EXECUTION OF AGREEMENT

THIS AGREEMENT, CONSISTING OF 81 PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON _____, 2025 AND BY THE MEMBERSHIP OF THE PSEA ON ____ ____, 2025.

X

David Pruhs
Mayor, City of Fairbanks Date

X

PSEA Administrator Date

X

Mike Sanders
Chief of Staff, City of Fairbanks Date

X

Stephen Hancock
Chapter Chair Date

X

Kristi Merideth
Dispatch Manager, City of Fairbanks Date

X

Amy Davis
Negotiator Date

X

Ron Dupee
Chief of Police, City of Fairbanks Date

X

James Kuplack
Negotiator Date

X

Michael Sullivan
Negotiator Date

APPENDIX B – PSEA 2025 PAY SCALE

[illegible]



CLAY STREET CEMETERY COMMISSION
REGULAR MEETING MINUTES – FEBRUARY 5, 2025
HELD VIA ZOOM WEBINAR AND
IN FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Clay Street Cemetery Commission convened at 5:00 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
 Julie Jones, Seat E
 Karen Erickson, Seat F (remotely)
 Amy Stratman, Seat G

Absent: George Dalton, Seat A
 Janet Richardson, Seat D
 Jeremiah Cotter, Public Works Director

Also Present: Colt Chase, Deputy City Clerk

APPROVAL OF REGULAR MEETING MINUTES

a) Regular Meeting Minutes of January 8, 2025

K. Erickson, seconded by **A. Stratman**, moved to APPROVE the January 8, 2025 minutes.

Chair Kilbourn took a voice vote on the motion to APPROVE the January 8, 2025 minutes and all members voted in favor.

APPROVAL OF AGENDA

J. Desmond, seconded by **A. Stratman**, moved to APPROVE the agenda.

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

CITIZENS COMMENTS – None

COMMUNICATIONS TO COMMISSION – None

EVENTS & PUBLIC RELATIONS

Chair Kilbourn suggested that it was still too early to set a date for their annual cleanup event in May.

FINANCIAL UPDATE

Chair Kilbourn noted that since their last meeting, they received \$11,712.00 from the City's Discretionary Fund (i.e. "Bed Tax") grant process, bringing their current account balance to \$14,318.10.

J. Jones pointed out that they received a little less than in 2024 but that it is still a decent amount and they will have plenty of work for the coming summer to ensure they will be able to spend the funds.

Chair Kilbourn asked if they had already purchased pea gravel at the same time as concrete pads in late 2024. **J. Jones** recalled that in November she had reported using their remaining funds for the year to purchase concrete pads and that they would need to purchase some additional pads, plus the pea gravel, with funds this year. **Chair Kilbourn** discussed the concern that rates may be increasing and suggested that they place their order soon, with the hope that Public Works would be able to store the materials until the summer when they can be delivered to the cemetery. **J. Jones** stated that she will check on this and that it fits within the purview of their grant, so they would not need a motion to authorize the expense.

UNFINISHED BUSINESS

a) Quiring Monument Orders

J. Jones reported that Quiring has all of their stones in, ready in the queue to be processed, and that they had completed three rounds of review to approve all of the inscriptions. She explained that this did not give them an estimated delivery window but that it was good news that their order is in line. She reminded them that they have a pallet of markers that arrived in the fall which they can focus on at the start of the season, with this new order hopefully not far behind.

b) Update on Elks Plot Information

Chair Kilbourn stated that she has not gotten any additional follow up on the missing flash drive. **J. Jones** indicated that she intends to personally follow up with the Elks member with whom she had initially spoken about their efforts to locate this archive.

c) Digital Resources for City Website

C. Chase shared the City's website on the projected screen and reviewed the lack of published information about the cemetery, noting only minimal references to the Commission itself. **Chair Kilbourn** recalled that it had been reported that a new website was being developed and that a page for the cemetery could be created with their desired content. **C. Chase** confirmed that this was correct and that while not every City Board or Commission had its own page on the website, a couple do such as the Discretionary Fund and the Fairbanks Diversity Council. He asserted that it would be very appropriate for the Clay Street Cemetery Commission to have its own page as well. He clarified that if the completion of the new website was going to be too far in the future, they could still get a page created on the current website.

Discussion occurred regarding the preferred content for a dedicated Clay Street Cemetery page and there was consensus that the following elements should be incorporated:

- Current photos of the cemetery, including recent workdays.
- Historical aerial photos of the cemetery throughout the 1900's to present.
- A brief history of the cemetery.
- A description of the purpose of the Commission and the work its members perform.

- Scheduled events such as Commission meetings, workdays, etc.
- A reference and link to the dedicated section of the online “Find a Grave” database where Clay Street burial information has been uploaded over the years.
- A high-resolution map of the cemetery showing the numbered burial plots.

C. Chase acknowledged that each item on this list was something that already existed in locations such as the on-site kiosk, high-pressure laminated sign, and printed brochures. He stated that gathering content to publish would not be difficult and they could use the same text and images found in these resources.

Chair Kilbourn asked to show on the overheard screen a simple search for a name on the Find a Grave website. **C. Chase** demonstrated the process and highlighted how this database could be linked to the City website in other ways. He discussed the master spreadsheet that had been maintained by J. Richardson which listed each person’s name, the section they are buried in, and gravesite number. He suggested that someone looking to volunteer their time could go down the entire list, look up each name in Find a Grave, and paste the direct URL to that person’s profile in a new, dedicated column in the spreadsheet. **C. Chase** explained that this link would not change even if someone’s information was updated later and that it would make this master spreadsheet even more useful. He then discussed how someone could turn the high-resolution map into a more interactive tool by inserting a link over gravesite in the PDF that would, upon being clicked, open up that person’s profile in Find a Grave. He demonstrated this process with one example on the screen and explained that once this interactive PDF had all known plots linked to their existing profile, this map could be made available on the City’s website for any curious visitors. **C. Chase** added that the file could also be connected to a scannable QR code which could be utilized in other printed materials in the future or on a sign at the cemetery. He asserted that the goal would be to make all of their existing information accessible in different ways.

Chair Kilbourn asked if J. Desmond would be able to do the work that had been described. **J. Desmond** affirmed that she has time to devote to the project and could get started with filling in the individual links for each person in the spreadsheet as well as linking their gravesite in the PDF to the same URL.

C. Chase asked if he could be sent the editable text and historical photos from the recently finalized high-pressure laminate sign. He added that if there were other images that they would prefer to be used on the website that they would have plenty of freedom to do so. He stated that if they learn that the new website was not going to be ready until later in the year then they could get something published on the existing City website in the meantime. **Chair Kilbourn** indicated that there are some nice images from when the main gate was constructed that would be great to include. **A. Stratman** shared that she has some photos from their archives that were taken in the 1980’s with individuals at the cemetery dressed in Golden Days attire which would be good to include.

NEW BUSINESS – None

OPEN AGENDA

J. Jones shared that she had sent photos of the main gate and arch to the Public Works Department to highlight the current condition of the structure. She discussed how it was in serious need of repair and maintenance and that she would like to have this on the agenda for their next meeting to follow up. She suggested that they could write a grant proposal to the local Rotary group that had provided assistance in the past and that they would likely be happy to give support again.

J. Desmond discussed her hope to get more people to visit the cemetery in the future and suggested holding special events such as Shakespearean performances. **Chair Kilbourn** shared that they have struggled in the past to get sufficient involvement and attendance to some of the events they have put on but that they will continue to hold their walking tours each May even if only a few people show up. **A. Stratman** proposed a First Friday event where the community could be invited to come visit the cemetery and learn about this important piece of the City's history.

C. Chase suggested that they look into getting a donation portal set up that could be posted at the property via a QR code for visitors to scan and contribute to the Commission's efforts. **J. Desmond** proposed setting up a print-on-demand for Clay Street Cemetery shirts or other materials. **A. Stratman** shared that the Friends of S.S. Nenana Inc. has an option for local on-demand printing of shirts.

Chair Kilbourn acknowledged that new efforts of various approaches might generate more interest, visitation, and engagement with the cemetery and/or the Commission. She indicated that everyone was welcome to put together ideas.

UPCOMING MEETING DATES – March 5, 2025

ADJOURNMENT

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



Aldean Kilbourn, Chair



Colt Chase, Deputy City Clerk

Transcribed by: CC



City of Fairbanks

MEMORANDUM

To: City Council Members
From: David Pruhs, City Mayor
Subject: Request for Concurrence – Joint FNSB Chena Riverfront Commission
Date: March 3, 2025

The Joint FNSB Chena Riverfront Commission includes nine people who are residents of the Borough, four of which are to be City of Fairbanks residents, appointed by the City Mayor. Of these four seats, two are currently vacant. City resident Josephine Morgan has applied to serve.

I hereby request your concurrence to the following **appointment** to the Joint FNSB - Chena Riverfront Commission:

Ms. Josephine Morgan

Term Expires: December 31, 2026

Ms. Morgan's application is attached.

Thank you.



City of Fairbanks, Alaska

Joint FNSB - Chena Riverfront Commission

Board Details

The Chena Riverfront Commission is charged with planning and fostering the development of riverfront property along the Chena River with an emphasis on the area from Fort Wainwright to the confluence of the Chena and Tanana rivers. The Commission is a joint Commission between the City of Fairbanks and the Fairbanks North Star Borough per FNSB Code and City Code. The Commission is supported administratively by the FNSB Community Planning Department and under the Fairbanks General Code, Division 10, Section 2.

Overview

- Size** 4 Seats
- Term Length** 3 Years
- Term Limit** N/A

Additional

Board/Commission Characteristics

The Chena Riverfront Commission shall consist of nine people who are residents of the Borough. The Borough Mayor shall appoint five members, who shall be confirmed by the Assembly. The City Mayor shall appoint four members, who shall be confirmed by the City Council. The terms of office shall be three years.

Meetings

A quorum of the Commission shall consist of five members. Approval of an action of the Commission shall require a majority of affirmative votes of the members present.

Enacting Legislation

FGC 2-421 through 2-431

Enacting Legislation Website

<http://bit.ly/2A6SvgM>

Joint Commission Details

This is a Joint Commission with appointments from multiple jurisdictions. Only City-appointed seats are listed on the membership roster. If there is a vacancy for one of the four City-appointed seats, you may apply through this website. For a complete member listing, visit the Fairbanks North Star Borough website at <https://bit.ly/3iNpkrW>.

Email the Commission Members

N/A

Profile

Josephine

First Name

Morgan

Last Name

Email Address

Street Address

City

State

Postal Code

Are you a City of Fairbanks resident? *

☒ Yes

Primary Phone

Alternate Phone

Employer

Job Title

Which Boards would you like to apply for?

Joint FNSB - Chena Riverfront Commission: Submitted

Interests and Experiences

Why are you interested in serving on a City board or commission? What experiences can you contribute to the benefit of the board or commission?

Serving on a board provides a platform to develop leadership skills and collaborate with others to achieve shared goals, as well as make a tangible difference in the lives of residents by contributing to projects and initiatives that improve our quality of life. I have a strong interest in economic development and want to gain knowledge and leverage that knowledge to advocate for positive change in that domain in the City of Fairbanks.

Please provide a brief personal biography in the space below, or attach a resume.

My name is Josephine Morgan, I am 37 years old, born, and raised Alaskan Native originally from the village of Tanana AK. I have been employed with Alyeska Pipeline Service Company since 11/2013. I began my career in the Marine Department loading tankers with crude oil, I recently took a Civil Maintenance Coordinator position with the desire to move closer to home, friends, and family, here in Fairbanks. I believe Fairbanks has ample opportunity for growth, this is a chance to give back to the community that has supported me and to ensure its continued prosperity.

List any professional licenses or training you believe are relevant to the seat you are applying for.

Experience within the work force, implementing major projects in the oil and gas industry, to include replacing old equipment and ensuring day to day job tasks are performed safely.