



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2024-25  
**REGULAR MEETING – DECEMBER 2, 2024**  
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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WORK SESSION

5:30 p.m. – Code Requirements for Room Rental Tax Distributions

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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 October 28, 2024
- \*b) Regular Meeting Minutes of November 4, 2024

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
54	American Legion Post 11	Club	The American Legion, Dorman H. Baker Post #11	129 1st Avenue
5926	FatBurger Alaska	Restaurant/ Eating Place	Arcticmonty, LLC	3548 Airport Way

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

Lic. #	DBA	License Type	Licensee	Address
12325	Good Cannabis	Retail Marijuana Store	Good, LLC	356 Old Steese Highway

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCILMEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6296 – An Ordinance Amending Fairbanks General Code Section 2-118.1 to Add an Additional City Councilmember to the Council Finance Committee. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 6297 – An Ordinance Adopting the 2025 Operating and Capital Budgets. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

- c) Ordinance No. 6298 – An Ordinance Amending Fairbanks General Code Chapter 2, Section 655, Multiyear Contracts, Clarifying Requirements for Amendments to Multiyear Contracts. Introduced by Councilmember Cleworth. SECOND READING AND PUBLIC HEARING.
- d) Ordinance No. 6299 – 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

- \*a) Resolution No. 5145 – A Resolution Stating the City of Fairbanks Legislative and Capital Priorities for 2025. Introduced by Mayor Pruhs and all City Councilmembers.
- \*b) Resolution No. 5146 – A Resolution Authorizing the City of Fairbanks to Participate in the FFY2024 Community Development Block Grant (CDBG) Program. Introduced by Mayor Pruhs.
- \*c) Resolution No. 5147 – A Resolution to Form a Cooperative Agreement Between the City of Fairbanks and Moore Street Seniors, Inc. to Participate in the Community Development Block Grant (CDBG) Program. Introduced by Mayor Pruhs and all City Councilmembers.
- \*d) Resolution No. 5148 – A Resolution Amending the City Schedule of Fees and Charges for Services by Eliminating the Fee for Telephonic Payments. Introduced by Mayor Pruhs.
- \*e) Resolution No. 5149 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Division of Homeland Security for the FFY2024 State Homeland Security Program. Introduced by Mayor Pruhs.
- \*f) Ordinance No. 6300 – An Ordinance Establishing a Supplemental Retirement Permanent Life Insurance Plan for the City Attorney and Deputy City Attorney to Enhance Recruitment and Retention. Introduced by Mayor Pruhs and Councilmembers Tidwell, Marney, Ringstad, Therrien, and Sprinkle.
- \*g) Ordinance No. 6301 – An Ordinance Amending Fairbanks General Code Section 50-205, Adding Dr. Martin Luther King Jr. Day as an Observed City Holiday. Introduced by Councilmember Therrien.
- \*h) Ordinance No. 6302 – An Ordinance Adopting the 2025 Lavery Transportation Center Budget. Introduced by Mayor Pruhs.

13. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

\*a) Reappointment to the Permanent Fund Review Board

14. COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

15. CITY CLERK'S REPORT

16. CITY ATTORNEY'S REPORT

17. EXECUTIVE SESSION

a) FFU/COF Labor Negotiations [permissible under State law, including the provision at AS 44.62.310(c)(1)]

18. ADJOURNMENT



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, OCTOBER 28, 2024  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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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:                        D. Danyielle Snider, City Clerk  
   Thomas Chard, City Attorney  
   Michael Sanders, Chief of Staff  
   Margarita Bell, Chief Financial Officer (CFO)  
   Jeremiah Cotter, Public Works Director  
   Andrew Coccaro, Fire Chief  
   Ron Dupee, Police Chief (remotely)  
   Kristi Merideth, FECC Manager (remotely)  
   Marsha Oss, Reentry Coordinator (remotely)  
   Brynn Butler, Housing Coordinator (remotely)

### **INVOCATION**

The invocation was given by City Clerk Danyielle Snider.

### **FLAG SALUTATION**

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

### **CITIZENS' COMMENTS**

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

Kasey Gillam, Director of Communications for Explore Fairbanks – K. Gillam shared details about Explore Fairbanks' updated Winter Guide as well as their annual Visitors Guide. She discussed the purposes of both publications and how Explore Fairbanks uses them for marketing.

Victor Buberger – V. Buberger described the difficult road conditions during the previous week’s storm. He expressed his concern for the safety of pedestrians during inclement weather when sidewalks are not cleared of snow. He encouraged everyone to vote in the upcoming election.

**Mayor Pruhs** thanked V. Buberger for his comments and noted that Cowles Street is a priority for the City in clearing sidewalks, given the proximity of multiple schools, the library, a senior citizens’ residential complex, and more. He committed to checking with the Public Works Department to ensure expectations were continuing to be met.

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

### **APPROVAL OF AGENDA AND CONSENT AGENDA**

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

**Ms. Therrien** pulled item 13(b), 2025 City Council Meeting Calendar, from the consent agenda.

**Mr. Cleworth** pulled the following items from the consent agenda:

- Item 12(a), Resolution No. 5140;
- Item 12(b), Resolution No. 5141; and
- Item 13(a), Permanent Fund Review Board Meeting Minutes of July 24, 2024.

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

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

### **SPECIAL ORDERS**

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

Lic. #	DBA	License Type	Licensee	Address
17250	Pipe and Leaf: Premium Alaskan Cannabis	Retail Marijuana Store	Pipe and Leaf, Inc.	3546 Airport Way
30593	Pipe and Leaf: Premium Alaskan Cannabis	Retail Marijuana Store	Pipe and Leaf, Inc.	899 Old Steese Highway

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

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

**Ms. Sprinkle** asked if they had recently considered another application for the same business. Clerk Snider explained that there had been an application for a transfer of controlling interest in ownership of the business at a meeting earlier in the year.

**Mr. Ringstad** pointed out that half of the calls on the dispatch report referenced robbery as the reason. He asked if there was an issue with the building's security system or if they really are having that many issues with robberies. He expressed hope that it was just an equipment problem.

**Mayor Pruhs** noted that other than one record of them needing to trespass an individual, the report shows relatively little activity at either business location.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE MARIJUANA 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 considered an appeal of a denied application for a new Chauffeur License for applicant Kimberly M. Griffiths.

**Ms. Tidwell** declared a conflict of interest, citing a past close, personal relationship with the applicant. **Mayor Pruhs** ruled that the conflict was valid. He asked if any Councilmember wished to appeal his ruling, and no Councilmember indicated such.

**Mayor Pruhs** invited K. Griffiths to provide testimony to support her appeal. K. Griffiths asked for general guidance on the process. Clerk Snider explained that the reason for K. Griffiths' denial was one eligible for appeal according to the Fairbanks General Code (FGC) and, as such, this was K. Griffiths' opportunity to explain to the Council why she believes she should receive the license.

K. Griffiths began with an apology for events that occurred several years prior, citing challenges in family life leading to poor choices and, eventually, criminal charges. She shared details about her successful efforts towards recovery and restitution, noting the years that have passed since her convictions, plus her continued commitment to sobriety and a law-abiding lifestyle. She stated that she believes she has done well to build her life back to a positive place and that she has been fortunate to experience a return to the morals and lifestyle she knew before her slip into crime and substance abuse. K. Griffiths suggested that those interested in reviewing her history take a look at CourtView records, consider the timeline of events, and recognize that even low-end jobs remain out of reach for individuals in her situation. She expressed a desire to remain stable and provide for her daughter.

**Ms. Therrien** thanked K. Griffiths for her honesty. She noted that her record included a felony conviction for burglary and asked if she could provide more information about that incident. K. Griffiths shared that her personal life had fallen apart, and she gave in to the draw of illegal substances. She described how that eventually led to homelessness, including during the winter months, which resulted in making the worst decision of her life while heartbroken and under the influence. She explained that she was unarmed and did not harm anyone but acknowledged having made a mess; she offered no excuse for her behavior at the time. **Ms. Therrien** asked what had been stolen. K. Griffiths explained that in the garage of the home, there was a four-wheeler and camping and military equipment. She said that her idea was to take the items and go live in the

woods; however, she stated she never took anything from the property. K. Griffiths indicated that the garage door had been left open and that a little girl, present in the home, had heard her and locked the entrance to the residence. She explained that the girl called her mother who came home while she was still in the garage, at which time she ran away. She shared that she had initially gotten away with incident, until her boyfriend reported her, which began the recovery period of her story three years ago. K. Griffiths reiterated that she has been clean ever since and living a good life, setting appropriate boundaries and working to repair the damage from the past. She spoke about how defeating it was to try to find meaningful employment at this stage.

**Ms. Sprinkle** spoke to the nature of driving a cab, with the stopgaps in place to ensure drivers are complying with laws and being accountable. K. Griffiths concurred that such work is structured and monitored, adding that she has many positive references. She shared that she was able to set up numerous strong contracts for her dump truck business for the 2025 season but that her present concern was having stable work through the winter. **Ms. Sprinkle** asked K. Griffiths if her driver's license was in good standing. K. Griffiths replied that she has a valid Class A CDL.

**Mr. Marney** asked K. Griffiths if she had an employment offer with a local cab company. K. Griffiths stated that she communicated with two companies about her situation, both of which confirmed that they are always looking for drivers. She shared that she had discussed her record with one employer who indicated no concern, provided she was able to be insured and licensed.

**Mr. Cleworth** acknowledged K. Griffiths' valid CDL and asked if she had ever been mandated to complete rehab or other similar treatment programs. K. Griffiths stated that she had and that she had completed each required program, including going above and beyond certain requirements.

**Ms. Therrien** asked K. Griffiths if she was still attending Alcoholics or Narcotics Anonymous programs. K. Griffiths stated that she was not and that she does not care for the particular style of the programs. She indicated, however, that she would do so if the Council made it a condition of licensing. She shared that she has not drank alcohol since 2018, having learned a hard lesson of the negative effects. She added that she lives close to a liquor store but does not crave alcohol, especially given that she views her CDL as the key to her future. She stated that she recognizes there is no more room for mistakes in her life or it will all be over.

**Ms. Sprinkle** asked for clarification on the parameters of the new Chauffeur License. Clerk Snider explained that it is a two-year license, renewable upon expiration.

**Ms. Sprinkle**, seconded by **Mr. Cleworth**, moved to GRANT the appeal of the denied new Chauffeur License for Kimberly M. Griffiths.

**Mr. Ringstad** declared that anyone willing to do the work and seek a second chance deserves to have that opportunity, pointing out that that is exactly what K. Griffiths has done. He praised the respect that she had shown through her honesty and humility in the public meeting.

**Ms. Therrien** asked if it was permissible for the Council to set conditions to the license approval, such as requiring participation in an Alcoholics Anonymous or similar program. City Attorney



Tom Chard cited the (FGC) which governs the process of Council appeals. He advised against setting the type of condition suggested.

**Ms. Sprinkle** asked if it would be appropriate to request a check-in from K. Griffiths in one year to review how things were going. Attorney Chard responded that he would advise against it. **Mr. Ringstad** pointed out that K. Griffiths is welcome to return and talk to Council if she chooses to.

**Mr. Marney** acknowledged that none are perfect and wished K. Griffiths continued success as she builds her life back up. He included his hope that she could reconnect with her daughter.

**Mr. Cleworth** indicated that Chauffeur License appeals used to be more common, but it had been years since the Council considered one. He shared that the Council tended to be more focused on sexual offenses when it came to Chauffeur License appeals, which was something the Council was not willing to overlook. He added that anytime the Council granted an appeal for other reasons, it was understood that if the individual messed up again, there would not be a second chance.

**Ms. Sprinkle** spoke to K. Griffiths' bravery, recognizing the sensitive nature of sharing such personal details in a public forum, and wished her success.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO GRANT THE APPEAL OF THE DENIED NEW CHAUFFEUR LICENSE FOR KIMBERLY M. GRIFFITHS AS FOLLOWS:

YEAS: Marney, Ringstad, Cleworth, Sprinkle, Therrien

NAYS: None

ABSTAIN: Tidwell

**Mayor Pruhs** declared the MOTION CARRIED and the appeal GRANTED.

Clerk Snider informed K. Griffiths that she could visit the City Clerk's Office as early as 8 a.m. the following morning to complete the license process. K. Griffith thanked the Council for considering her appeal and for the supportive comments.

### **MAYOR'S COMMENTS AND REPORT**

#### **a) Special Reports**

**Mayor Pruhs** invited Jim Matherly, Fairbanks Director of the Governor's Office, to give a report.

J. Matherly provided details on the Education for Excellence campaign that Governor Dunleavy will introduce to the State Legislature in January 2025. He discussed the campaign's priorities of empowering families and students through educational options, targeting investments for improved educational results, and ensuring educational rights and safeguards. He shared recent poll results where Alaskans asked about their support of various topics surrounding education across the state. J. Matherly cited additional components of the research and the upcoming campaign, confirming that the full report would be forwarded to the City Council. He invited the Council to review the materials and contact him for more information or with any questions. He

congratulated Ms. Therrien on her return to the City Council as well as Mr. Cleworth for his reelection. He concluded by commenting on the large early voting turnout at the State building across the street where his office is located.

b) 2024-2025 Councilmember Committee Assignments

**Mayor Pruhs** reviewed the list of committee assignments for the coming year and asked if each Councilmember accepted the assignments as presented. All Councilmembers accepted the assignments. **Ms. Sprinkle** expressed disappointment in no longer being assigned to the Finance Committee. **Mayor Pruhs** explained that he can only have two Councilmembers officially on the Committee, although Ms. Sprinkle is welcome to continue to attend the meetings.

**Ms. Therrien** asked if anyone is allowed to attend the Polaris Working Group meetings. **Mayor Pruhs** stated that with three Councilmembers already attending those meetings, there cannot be another due to the parameters of the Open Meetings Act (OMA). He affirmed that regular reports would continue to be provided and that at the moment, the group is waiting for an estimate on construction costs to be produced for the various ideas being considered.

**Mayor Pruhs** distributed copies of his 2025 Operating and Capital Budget. He reminded the Council to never be afraid of a budget, especially when reviewing it for the first time. He discussed major priorities for the coming year as well as current challenges the City is facing. He explained that his draft budget was intended to give the Council as large a reserve as possible as the Council considers many factors in the new fiscal year, including but not limited to staffing in key departments, labor contracts, major projects, and more. **Mayor Pruhs** declared that the City is ultimately a service company, with a job to provide the finest overall services to the citizens of Fairbanks as the budget allows. He stated that his job is now complete and that it is the Council's turn to review all line items and make any changes it finds necessary or appropriate. He encouraged the Council to have meaningful dialogue with department heads and the Chief Financial Officer as they ask questions and undertake the difficult task of finalizing a budget in the coming month.

### **COUNCILMEMBERS' COMMENTS**

**Mr. Cleworth** expressed appreciation for the snow clearing efforts of the Public Works crew during the recent storm. He acknowledged the challenges that such events create and commended the workers for their diligence. He inquired about the assignment of a Councilmember representative to the Chamber of Commerce Board. **Mayor Pruhs** explained that the seat is designated for him, but he is delegating it to Ms. Sprinkle as he does not have adequate time to devote to that role. **Mr. Cleworth** asked if the position had voting powers, indicating that he was under the impression that the Mayor's right to vote had been removed. **Mayor Pruhs** stated that he believes the seat still holds voting power and that he believes Ms. Sprinkle would do very well in representing the City's interests on the Chamber of Commerce Board of Directors.

**Ms. Therrien** also voiced support for the snow clearing efforts, sharing that she wore ice cleats many times in the previous week as she walked around town. She expressed hope that residents would be able to clear their driveways quickly as the weather shifts further into winter.

**Ms. Sprinkle** stated that she considers the Public Works Department to be heroes and that she has been saying as much to anyone who will listen to her.

**Mr. Ringstad** indicated that he had no comments.

**Mr. Marney** shared that he had been stuck in his house for three days until the City cleared a path down his street. He congratulated K. Griffiths for turning her life around and conveyed his support for her continued efforts.

**Ms. Tidwell** indicated that she had no comments.

### **UNFINISHED BUSINESS**

- a) Ordinance No. 6292 – An Ordinance Amending Fairbanks General Code Sec. 14-167 and Sec. 14-214 to Require Written Notice to Licensees of Hearings for Alcohol and Marijuana License Applications. Introduced by Councilmembers Sprinkle, Marney, Rogers, and Therrien. SECOND READING AND PUBLIC HEARING.

**Ms. Therrien**, seconded by **Ms. Sprinkle**, moved to ADOPT Ordinance No. 6292.

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

**Ms. Sprinkle** stated that if the ordinance had been in place previously, the recent situation with the Mecca Bar would have been able to be handled much better. She expressed hope that the ordinance will help situations from becoming more contentious than they ought to be.

**Ms. Therrien** addressed the challenge of timing, citing how the State of Alaska Alcoholic Beverage Control (ABC) Board sometimes acts before the City's window to protest has closed. She asked if any further discussion had occurred on the matter. Clerk Snider indicated that her office would benefit from some additional time to review how to better navigate the challenge. She shared that it was a non-issue in the past as AMCO's processes were timelier. She explained that applicants used to turn in their applications and the City would receive notification shortly thereafter, with the applicant being aware that the matter was going to be taken up by the Council in the near future. She described that AMCO has suffered from staffing shortages, resulting in a backlog. Clerk Snider acknowledged that the current system is not a great practice, with the Council approving after-the-fact, as Mr. Cleworth had recently described. She expressed support for Mr. Cleworth's idea of putting forth a resolution to AMCO that made it clear that local governments view their role in the application process as more vital than just an afterthought.

**Ms. Sprinkle** asked if this was an issue the Council should raise to Yuri Morgan, the City's Lobbyist to the State Legislature. **Mayor Pruhs** confirmed that Y. Morgan, as well as the person involved with State licensing, need to understand the significance of the issue. He concurred that a resolution would be a prudent approach and asked Mr. Cleworth to pursue it. **Ms. Sprinkle** indicated that she would like to be involved as well. **Mr. Cleworth** agreed to work on the resolution, noting that input from the City Clerk and City Attorney would be important.

**Mayor Pruhs** thanked those who had put the ordinance together. He reviewed the challenges that arise when conflicts occur between the City's processes and those of other government agencies, citing the impact on local businesses.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6292 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6292 ADOPTED.

- b) Ordinance No. 6293 – An Ordinance Amending Fairbanks General Code Chapter 26, Article III, Emergency Medical Services, Adding Regulations Governing Private Ambulance Services and Amending the City Schedule of Fees and Charges for Services. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

**Mr. Ringstad**, seconded by **Ms. Sprinkle**, moved to ADOPT Ordinance No. 6293.

**Mayor Pruhs** called for Public Testimony.

David Ferris, Director of Ground Operations for LifeMed Alaska – D. Ferris reported that his company reviewed the ordinance and believes it will help make it as easy as possible for Fairbanks residents to receive important medical services. He shared that LifeMed Alaska has been operating in Alaska for 15 years, and in Fairbanks for 10 years. He stated that the ordinance provides a framework for operations such as theirs but noted one item, Sec. 26-102, that he would suggest striking. He explained that the language requires all dispatching services to be done through the City – even for non-emergency services – which he believes adds unnecessary strain to that department. D. Ferris asserted that private ambulance companies are capable of coordinating with facilities and individuals for non-emergency transports and that he would prefer to not see additional work on the Fairbanks Emergency Communications Center (FECC). He acknowledged that some redundancies exist within the ordinance but that it mirrors Anchorage's ordinance.

**Ms. Sprinkle** asked if LifeMed has an existing agreement with the Fairbanks North Star Borough. D. Ferris replied that they do not have any agreements with the Borough directly but that they are available and operate private ambulance services in other parts of Alaska where no such ordinance exists. He clarified that their work locally has thus far been solely for medevac services.

**Mr. Ringstad** pointed out that Sec. 26-102 has three subsections and asked D. Ferris if he was suggesting that all three subsections be stricken. D. Ferris reviewed each of the subsections and confirmed that all three could be considered unnecessary.

**Mayor Pruhs** asked if the FGC requires Council approval for an ambulance to operate in the city. Attorney Chard stated that it does not.

**Ms. Sprinkle** asked for clarification on what type of ambulances LifeMed currently has in Fairbanks. D. Ferris shared that their equipment is capable of providing anything from basic services up through critical care.

**Ms. Tidwell** referenced D. Ferris's comment that if the first subsection of Sec. 26-102 was removed, LifeMed would be able to coordinate calls for non-emergency transports. She asked if every other private ambulance company would have the same ability. D. Ferris confirmed that other companies would be able to have their contact information at facilities in the community.

**Ms. Tidwell** asked if that meant businesses would maintain their own relationships with facilities and those agencies would choose which company to call. D. Ferris replied affirmatively.

**Mayor Pruhs** outlined the potential parameters of non-emergency transports and how they would be neither performed nor dispatched by the City. He asked why the ordinance was necessary if the City would not be involved. Attorney Chard explained that there are no current rules or framework in place within FGC and that this effort is to establish standards and create an even playing field for all private ambulance services.

**Ms. Sprinkle** asked D. Ferris if he would still be supportive of the ordinance if Sec. 26-102 remained unchanged. D. Ferris affirmed that LifeMed would definitely still want to operate and that it would be similar to what already exists in Anchorage. He clarified that his suggestion was just an idea for reducing the strain on the City's dispatching center for non-emergencies.

**Mr. Cleworth** referenced the twelfth page of the ordinance which addresses quarterly reports. He discussed client confidentiality and excessive paperwork, asking D. Ferris if he saw a need for quarterly reports. D. Ferris stated that he would have to defer to a compliance officer regarding the concern but acknowledged a potential for HIPAA violations with any private ambulance company.

**Mr. Marney** asked if they had run into this particular concern in Anchorage. D. Ferris indicated that the Anchorage ordinance has allowed private ambulance services to work in tandem with the local government but that many aspects have proven unnecessary, reiterating that they have also been successful in areas with no rules in place.

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

**Mayor Pruhs** invited Fire Chief Andrew Cocco to respond to any Councilmember questions.

**Mr. Cleworth** spoke to the complicated nature of the topic, given the lack of official agreements with other entities within the Borough and that there is no definition of a "mutual aid partner" within the FGC, despite the term often being used in discussion over the years. He asked if the FECC is aware of the other agencies' capacities when mutual aid is being dispatched and if so, how much information they have if agreements are not on file. FECC Manager Kristi Merideth shared that a lot of the information is already set up in the background of their system, letting them know which agency to use and in what order. She stated that they can make changes in the system and that the agencies can update each other on their capabilities. She added that mutual aid is typically used for fire-related calls only – not ambulance services.

**Mr. Cleworth** asked if, without official mutual aid agreements, the other fire departments in the Borough would also be subject to Ordinance No. 6293 unless expressly exempted. He added that if they are granting exemptions to some, criteria would need to be established. Chief Cocco acknowledged the complexity of the issue and reminded the Council that the ordinance initially came about as a result of the private sector expressing a desire to operate non-emergency services for patients being discharged from the hospital. He reiterated that the structure is mirrored in Anchorage as well as other larger municipalities in other states. He explained that the other EMS agencies meet the Borough's requirements through their submitted Response Plans. Chief Cocco confirmed that the ordinance levels the playing field for private ambulance companies and invites them to operate in Fairbanks through fair and transparent rules. He stated that it would not hinder any existing mutual aid relationships and clarified that EMS services are regulated differently because patients do not get to choose who transports them.

**Ms. Sprinkle** asked Chief Cocco his opinion on removing Sec. 26-102. Chief Cocco stated the second subsection is intended to serve as a check and balance for calls being taken and reported. He acknowledged the ability for companies to take calls directly but asserted that there are benefits to the City having data on call volumes, especially as more companies potentially seek to operate in Fairbanks. **Ms. Sprinkle** asked if private companies would have the ability to cherry-pick clients. Chief Cocco explained that, in the ordinance as written, the onus would be upon each company to take transports regardless of the patient's ability to pay, allowing the City to serve as a regulating and supervising entity, ensuring that the FGC was being followed. He added that it would also allow the City to collect data that will help guide future decisions.

**Ms. Tidwell** pointed out that the option to alleviate some burden from dispatchers was appealing and asked how much time the FECC spends on non-emergency transport calls. K. Merideth explained that private companies are not a part of their radio network and would have to be called on the phone. She added that the calls would be considered business calls, which come second to emergency calls, and have potential to create difficulties.

**Ms. Therrien** asked whether any or all parts of Sec. 26-102 should be removed. Chief Cocco recommended that all three subsections remain. **Ms. Therrien** asked if it would be a burden for FECC to take those calls, given the calls would be by phone versus radio. K. Merideth stated that the FECC is flexible and will figure out a way, even if it meant forwarding the calls. **Ms. Therrien** questioned whether the Council should hold off on voting on the ordinance until the issue of mutual aid agreements was resolved. Chief Cocco explained that there are two separate issues and that his conversations with other fire chiefs in the Borough confirmed that they will continue with the unofficial agreements that have been the status quo. He reiterated that 911 calls are separate from non-emergency medical transportation services and that the ordinance only speaks to the latter.

**Ms. Sprinkle** indicated that she is inclined to adopt the ordinance as-is and see how things go.

**Mr. Ringstad** noted that they have been kicking the issue around for about a year and that the core of the issue is that private companies want to do business with other private companies. He stated that his two years on the Council have shown him that the dispatchers at FECC are understaffed, overworked, and underpaid. He indicated support for removing the first and third subsections of Sec. 26-102 to alleviate a burden on the FECC and eliminate unnecessary reporting.

**Mr. Ringstad**, seconded by **Mr. Cleworth**, moved to AMEND Ordinance No. 6293 by striking Sec. 26-102 and Sec. 26-109(c) and (d).

**Ms. Therrien**, seconded by **Ms. Sprinkle**, moved to DIVIDE THE QUESTION by first considering whether to strike Sec. 26-102 and then whether to strike Sec. 26-109(c) and (d).

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO DIVIDE THE QUESTION BY FIRST CONSIDERING WHETHER TO STRIKE SEC. 26-102 AND THEN WHETHER TO STRIKE SEC. 26-109(c) AND (d) AS FOLLOWS:

YEAS: Marney, Sprinkle, Therrien, Tidwell

NAYS: Cleworth, Ringstad

**Mayor Pruhs** declared the MOTION CARRIED.

**Ms. Therrien**, seconded by **Ms. Sprinkle**, moved to AMEND the amendment to strike Sec. 26-102 by retaining item (b) and only striking items (a) and (c).

**Ms. Tidwell** indicated that she was not in favor of removing any of the three items, citing the comments from Chief Coccoaro about the benefit of having call data and oversight in the process as time progresses and more private ambulance companies get licensed to operate in the city.

**Mr. Cleworth** pointed out that language on the third page indicates that those with mutual aid agreements are exempt from the ordinance but that no official agreements exist, and there is no information on how private companies could pursue becoming a mutual aid partner. He discussed further complications from Sec. 26-107, Emergency and Disaster Operations, which addresses companies availing themselves during emergency situations and the impact on the Fire Chief coordinating non-mutual aid partners in such scenarios. **Mr. Cleworth** asserted that unless there is a clear definition of a mutual aid partner, there are double standards that convolute the issue.

**Ms. Therrien** asked **Mr. Cleworth** if he felt they should wait until the mutual aid question had been resolved before adopting the ordinance. **Mr. Cleworth** stated that he does, because a company like LifeMed Alaska may want to become a mutual aid partner, but there is nothing in place to address what that means or how an entity becomes one.

**Mr. Ringstad** pointed out that the focus was supposed to be on non-emergency services, which is not intended to be the City's business, versus emergency services which are the City's business.

**Mayor Pruhs** agreed that something that addresses mutual aid parameters would pertain to emergency services and would take a long time to work out. He concurred that the ordinance was intended to address non-emergency services only.

**Mr. Cleworth** stated that there is nothing preventing private ambulance companies from operating non-emergency services within the city other than their obligation to meet State standards, just like all other EMS entities in the region. He indicated that a previous discussion had identified possible issues regarding insurance requirements, of which the City should be mindful. He shared his

primary concern that the ordinance exempts a category of service providers from regulation without a clear definition of what puts an entity in that exempted category.

**Mayor Pruhs** reminded the Council of the current motion on the floor, which is to retain item (b) of Sec. 26-102 and only strike items (a) and (c).

**Mr. Cleworth**, seconded by **Ms. Therrien**, moved to POSTPONE Ordinance No. 6293 to the Regular Meeting of November 4, 2024.

**Mr. Ringstad** stated that in about a year's time they have made very little progress on the ordinance, that there are businesses wanting to proceed with plans, and that the Council was now becoming the obstacle. He stated he prefers to push through the ordinance and work on the topic of mutual aid partnerships as a separate effort. **Mayor Pruhs** noted that it had been nearly two years since the idea of the ordinance was first brought forward.

**Ms. Sprinkle** pointed out that nothing was preventing a company from operating non-emergency medical transportation within the city, so postponing should not harm the business's operations.

Chief Cocco explained that there is a difference between State and Borough standards and that all mutual aid partners have contracts with the Borough to provide EMS services within the borough according to Borough standards. He stated that, as far as he is aware, no private companies have that same kind of contract, which means they cannot pick up emergency calls within the city. He indicated that the business of emergency services is the job of the Fairbanks Fire Department and at the core of the associated collective bargaining agreement (CBA), so they must avoid muddying the waters when it comes to emergency services. He reiterated that the intention behind the ordinance was to provide a framework for those interested in non-emergency transports.

**Mr. Ringstad** stated that while there may not be any rules preventing non-emergency transports within the city, the fact that they have been discussing establishing parameters for a while now would certainly impact a business wanting to operate. He explained that companies want clear guidelines in place to prevent them from commencing operations only to see rules come into play after the fact that might require significant changes to their plans. He expressed displeasure in the idea of government getting in the way.

**Mr. Cleworth** asked if a company could establish a contract directly with the hospital to provide non-emergency transports as of right now. Chief Cocco stated that they can. **Mr. Cleworth** stated that negates Mr. Ringstad's concern about the Council getting in the way of such plans.

Chief of Staff Michael Sanders shared that representatives from both the hospital and LifeMed had met with the City in the last month to discuss their desire to have something in place that sets parameters and regulates non-emergency medical transports.

**Mr. Ringstad** stated that while businesses technically could operate without the ordinance, good business practices suggest to those owners that they should not.

**Ms. Tidwell** indicated that she supports the ordinance and would not like to see it postponed.



A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE ORDINANCE NO. 6293 TO THE REGULAR MEETING OF NOVEMBER 4, 2024 AS FOLLOWS:

YEAS: Cleworth  
NAYS: Sprinkle, Therrien, Marney, Ringstad, Tidwell  
**Mayor Pruhs** declared the MOTION FAILED.

**Mr. Ringstad** requested clarity on the implications of keeping or removing item (b) of Sec. 26-102, which makes it unlawful for private companies to response to emergency calls except as outlined in Sec. 26-107. Attorney Chard confirmed that the primary issue is that the current CBA for the Fire Department requires that all emergency services go through the department.

**Mr. Cleworth** asked if the CBA also addresses the scenario presented in Sec. 26-107. Attorney Chard stated that the CBA allows for a declared emergency disaster to supersede the existing restrictions on emergency services. **Mr. Cleworth** asked where mutual aid agreements are identified. Attorney Chard indicated that he understands mutual aid partnerships to be limited to emergency services which is outside of the private ambulance service considerations. He confirmed that the CBA does not include a definition of a mutual aid partner.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AMENDMENT TO STRIKE SEC. 26-102 BY RETAINING ITEM (b) AND ONLY STRIKING ITEMS (a) AND (c) AS FOLLOWS:

YEAS: Ringstad, Tidwell, Therrien, Sprinkle, Marney  
NAYS: Cleworth  
**Mayor Pruhs** declared the MOTION CARRIED.

**Ms. Tidwell** stated she would prefer to see all of Sec. 26-102 left intact in order to have checks and balances, especially as more companies become licensed.

**Ms. Sprinkle** reminded the Council that it has often expressed a desire for the Fire Chief to have a greater capacity to manage his department and that he had indicated a preference to leave that section in place. She expressed her inclination to accept his recommendation.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6293 BY STRIKING ITEMS (a) AND (c) OF SEC. 26-102 AS FOLLOWS:

YEAS: Cleworth, Ringstad  
NAYS: Tidwell, Marney, Sprinkle, Therrien  
**Mayor Pruhs** declared the MOTION FAILED.

**Mayor Pruhs** explained that as a result of the earlier division of the question, the motion now on the floor was to strike Sec. 26-109 (c) and (d).

**Mr. Ringstad** expressed a desire to eliminate the additional work that would be created for Chief Cocco through the required reports.

**Ms. Tidwell** asked for Chief Coccoaro's opinion, especially considering that Sec. 26-102 was not being stricken. Chief Coccoaro indicated that there would not necessarily be a negative repercussion if the items in Sec. 26-109 were removed but that it was a matter of data collection. He expressed great interest in having the type of data that would be available in the reports, noting that it would fill many gaps not recorded through regular call details via FECC's processes. He explained that the information would help them better understand trends or forecast needs to improve efforts in providing efficient oversight. Chief Coccoaro explained that should they ever want that data, it would be awkward to request it from companies ala carte, rather than just set the expectation at the beginning. He stated that given the similarity of the ordinance to that which exists in Anchorage and other cities, the information is already commonly collected by companies and easily produced for reports such as these, thus not creating much of a burden to produce.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6293 BY STRIKING SEC. 26-109 (c) and (d) AS FOLLOWS:

YEAS: Cleworth, Ringstad  
NAYS: Marney, Tidwell, Therrien, Sprinkle  
**Mayor Pruhs** declared the MOTION FAILED.

**Mr. Cleworth** spoke to Sec. 26-92(b), which referenced mutual aid agreements and asked what it would mean, given that there is no definition of the term. Chief Coccoaro acknowledged the issue and stated that the existing arrangements in place, with the approved emergency response plans on file with FECC, would be sufficient while they work on better clarifying the term in question. **Mr. Cleworth** asked how an entity becomes a mutual aid partner. Chief Coccoaro stated that the question did not pertain to the ordinance. **Mr. Cleworth** asked Chief Coccoaro if he would want private ambulance companies to have the ability to become mutual aid partners. Chief Coccoaro stated that if they meet the requirements that the Borough has set and can work out a contract at that level, then the City should entertain having them as a mutual aid partner. He reiterated that the ordinance is meant to address non-emergency transports and that mutual aid partnerships are specifically for emergency services. **Mr. Cleworth** requested that the Council be provided with a copy of the existing mutual aid contract in order to review the requirements. Chief Coccoaro replied that he could get a copy of the current contract between the City and the Borough but that he could not guarantee that the Borough would share its contracts with the other agencies. **Mr. Cleworth** pointed out that the records would be considered public information, so they should be available.

Clerk Snider pointed out that the ordinance, as written, has the standard effective date of five days after adoption, which would be the coming weekend. She explained that the City Clerk's Office will need to set up the licensing process, which includes creating a physical application and coordinating with the City's software company for the electronic component. She indicated that the tasks could not be completed within that timeframe.

**Mayor Pruhs** stated that as the sponsor of the ordinance, he would like to see an effective date set for whenever the Clerk's Office would be ready to implement the program. Clerk Snider suggested that while they would be somewhat at the mercy of the software provider, they could get started on it right away and would likely be ready by the end of the year.

**Ms. Therrien**, seconded by **Ms. Sprinkle**, moved to AMEND Ordinance No. 6293 by changing the effective date to January 1, 2025.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6293 BY CHANGING THE EFFECTIVE DATE TO JANUARY 1, 2025 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6293, AS AMENDED, AS FOLLOWS:

YEAS: Ringstad, Therrien, Marney, Sprinkle, Tidwell

NAYS: Cleworth

**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6293, as Amended, ADOPTED.

### **NEW BUSINESS**

- a) Resolution No. 5140 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Department of Transportation and Public Facilities (DOT & PF) for Emergency Medical Service Organizations. Introduced by Mayor Pruhs.

**Mr. Cleworth**, seconded by **Ms. Sprinkle**, moved to APPROVE Resolution No. 5140.

**Mr. Cleworth** referenced the costs for the equipment listed under the projects section of the fiscal note and asked if there was not a better use for the grant funds. Chief Cocco shared that while attending various public events with his family, his observation was that access in crowds would be very difficult for first responders, especially with large apparatuses. He noted that in other places, departments use segways, bicycles, and other small-scale equipment in order to access areas of an event during an emergency. He explained that the grant is new, which inspired him to focus on being proactive instead of reactive and try something new, such as getting first responders to someone in need in a crowded setting and administering aid while waiting for an ambulance or EMT. Chief Cocco acknowledged the high cost of properly equipped e-bikes as well as that of the all-terrain vehicle that will allow them access to locations not reachable by regular trucks.

**Mr. Ringstad** stated that he is unsure of any location within the City where he would not be able to access with his own pickup truck and questioned the need for an ATV. Chief Cocco clarified that a standard emergency response vehicle is not nearly as versatile off-road as a truck. He explained that the ATV would not be a standard unit but rather a utility vehicle with a heated enclosure that would allow them to reach areas otherwise not accessible, such as along riverbanks.

**Ms. Sprinkle** asked if the Council could see examples of the equipment referenced and if the equipment would require additional personnel. Chief Cocco explained that the equipment would roll into the plans for additional crews in the following year when they anticipate reduced overtime,

similarly to how they currently provide coverage at hockey games. He cited the benefit of staff interacting with the community in a different way. He stated that while he could not guarantee that it would not contribute to overtime, the equipment could be driven by anyone in the department and that there is a gap in coverage for these types of response vehicles. **Ms. Sprinkle** asked about future hidden costs of the units. Chief Cocco reported having spoken to multiple companies that make e-bikes specifically for first responders and learned that the units have excellent track records, with almost no equipment failures or long-term costs. He clarified that the cost in the fiscal note would cover several bikes.

**Ms. Therrien** asked what “Upfits for Bikes” meant in the fiscal note. Chief Cocco explained that there are EMS-specific saddle bags and other accessories that they would look to purchase to outfit the units for maximum use. He described the emergency ATV as miniature ambulance, outfitted with items such as a stretcher, cardiac monitor, and other ambulance supplies. He added that the e-bike and ATV models considered are models not available on the open market and are specifically designed for government agencies.

**Mr. Marney** asked if the ATV is considered street legal. Chief Cocco confirmed that it is.

**Mr. Cleworth** asked how many e-bikes the funding would cover. Chief Cocco indicated that the proposal would cover five bikes, the cost to upfit them, and the racks to transport them. **Mr. Cleworth** admitted that he was not excited about the bikes but considered the ATV a useful tool.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 5140 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED and Resolution No. 5140 APPROVED.

- b) Resolution No. 5141 – A Resolution Awarding a Contract to Design Alaska, Inc. in the Amount of \$316,686.00 to Design the City Hall Heating Upgrade Project. Introduced by Mayor Pruhs.

**Mr. Cleworth**, seconded by **Ms. Sprinkle**, moved to APPROVE Resolution No. 5141.

**Mr. Cleworth** asked if the City planned to proceed with a hot water heating system. **Mayor Pruhs** reported that he had spoken with the City Engineer who indicated that he was unsure of the final plan. **Mr. Cleworth** stated that he recalled the Council discussing the project a year or two prior and that the Council had settled on using hot water or steam. He asked why that direction had not been followed. Chief of Staff Sanders indicated that there had been a lot of decision paralysis on the project and that it was outside of the Engineering Department’s regular wheelhouse. He stated that they had been taking things slowly which is what led them to put out a request for proposals (RFP). **Mr. Cleworth** asked if the RFP had specified looking at alternative energy or if it had included a preference to use hot water or steam. **Mayor Pruhs** explained that the impression he was given by the City Engineer was that they were leaning towards using hot water but that they

were going to lean on Design Alaska's work for the best option to choose. **Mr. Cleworth** clarified that his concern was that Design Alaska would be spending money to consider alternative energy sources when the decision had already been made to use hot water or steam based on the nature of the building. **Mayor Pruhs** indicated that if more clarity was needed, the Council could postpone the resolution and seek additional details from the City Engineer.

**Ms. Therrien**, seconded by **Ms. Sprinkle**, moved to POSTPONE Resolution No. 5141 to the Regular Meeting of November 4, 2024.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE RESOLUTION NO. 5141 TO THE REGULAR MEETING OF NOVEMBER 4, 2024 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

- c) Ordinance No. 6294 – An Ordinance Amending the 2024 Operating and Capital Budgets for the Fourth Time. Introduced by Mayor Pruhs.

ADVANCED on the CONSENT AGENDA

#### **WRITTEN COMMUNICATIONS TO THE CITY COUNCIL**

- a) Permanent Fund Review Board Meeting Minutes of July 24, 2024

**Mr. Cleworth**, seconded by **Ms. Therrien**, moved to ACCEPT the Permanent Fund Review Board Meeting Minutes of July 24, 2024.

**Mr. Cleworth** requested clarification on the rate of the annualized account return reported near the bottom of the first page. CFO Bell explained that although the amount since inception was 5.66%, the changes that have been implemented since March 2017 have resulted in a higher estimated return. She noted that the 6.46% has increased more as of October, with an updated estimate of 7.12%. **Mr. Cleworth** acknowledged that this is based on the market remaining up.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ACCEPT THE PERMANENT FUND REVIEW BOARD MEETING MINUTES OF JULY 24, 2024 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

- b) 2025 City Council Meeting Calendar

**Ms. Therrien**, seconded by **Ms. Sprinkle**, moved to APPROVE the 2025 City Council Meeting Calendar.

**Ms. Therrien**, seconded by **Mr. Ringstad**, moved to AMEND the 2025 City Council Meeting Calendar by moving the Regular Meeting of March 24 to March 31.

**Ms. Therrien** shared that she will be out of the country on March 24 and would be grateful if they could move the meeting so she could attend.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE 2025 CITY COUNCIL MEETING CALENDAR BY MOVING THE REGULAR MEETING OF MARCH 24 TO MARCH 31 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

**Ms. Therrien** noted that she would also be traveling during the first meeting in May. **Mayor Pruhs** stated that he would be travelling the previous and following week if the date was moved in either direction. **Ms. Therrien** acknowledged that the meeting date should remain and stated that she will request having an excused absence when the time comes.

**Ms. Therrien**, seconded by **Mr. Ringstad**, moved to AMEND the 2025 City Council Meeting Calendar by moving the Regular Meeting of September 22 to September 29.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE 2025 CITY COUNCIL MEETING CALENDAR BY MOVING THE REGULAR MEETING OF SEPTEMBER 22 TO SEPTEMBER 29 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE 2025 CITY COUNCIL MEETING CALENDAR, AS AMENDED, AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

### **COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS**

**Mr. Cleworth** asked for and received confirmation on the schedule for upcoming budget meetings.

**Ms. Therrien** shared that the Permanent Fund Review Board recently met, and it was a great quarter for the Fund. She provided specific data to illustrate the positive growth but reminded the Council that the amount that supplements the budget is based on a five-year average, so it would be a couple years before some of the significant increases would be seen. She reported that the group would have a strategic planning meeting in July but would meet in January to prepare for

the annual report to the Council. **Ms. Therrien** offered to share her notes with anyone interested. She concluded by encouraging everyone who had not already done so to exercise their right to vote in the general election the following week.

**Ms. Sprinkle** reported that the Chena Riverfront Commission had met and that the body currently has two vacancies. She stated that volunteers had pulled a record amount of debris from the slough this year and that they had discussed the boat launch renovation project at Pioneer Park. She shared that a lot of the group's time was spent discussing the riverwalk project that involves a land lease issue with Alaska Railroad; she indicated it was not going well. **Ms. Sprinkle** reported on representing the Council at the recent Borough Assembly meeting where those leaving office were recognized and newly elected officials were sworn in. She indicated that she had shared details with the Assembly about the Council's budgeting process and abatements and celebrated the passing of the updated ordinance regarding parking regulations in the downtown area.

**Ms. Tidwell** shared that the recent storm had occurred when the Economic Development Commission was slated to meet, resulting in a rescheduling of that meeting.

**Mr. Marney** and **Mr. Ringstad** each indicated that they had no reports or comments.

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

Clerk Snider stated that she had nothing to report.

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

Attorney Chard stated that he had nothing to report.

#### **EXECUTIVE SESSION**

**Mr. Cleworth**, seconded by **Ms. Tidwell**, moved to ENTER into an Executive Session to discuss PSEA Labor Negotiations and FFU Labor Negotiations to receive guidance from Council.

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

**Mayor Pruhs** called for a brief recess. The Council reconvened in Executive Session following the brief recess.

- a) PSEA Labor Negotiations: Guidance from Council [permissible under State law, including the provision at AS 44.62.310(c)(1)] *(entered at 9:02 p.m.)*
- b) FFU Labor Negotiations: Guidance from Council [permissible under State law, including the provision at AS 44.62.310(c)(1)] *(entered at 9:37 p.m.)*

**Mr. Cleworth** brought the City Council out of the Executive Session, noting that the Council discussed PSEA and FFU Labor Negotiations. He affirmed that no action was taken.

## **ADJOURNMENT**

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

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

**Mayor Pruhs** declared the meeting adjourned at 10:28 p.m.

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DAVID PRUHS, MAYOR

ATTEST:

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D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: CC





FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, NOVEMBER 4, 2024  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 6:30 p.m. on the above date, following a 5:30 p.m. Work Session for the Fairbanks Economic Development Corporation (FEDC) Annual Report and Presentation and a 5:55 p.m. Work Session for the Explore Fairbanks Annual Report and Presentation, 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:                        D. Danyielle Snider, City Clerk  
   Thomas Chard, City Attorney  
   Michael Sanders, Chief of Staff  
   Margarita Bell, Chief Financial Officer (CFO)  
   Jake Merritt, Human Resources Director (remotely)  
   Jeremiah Cotter, Public Works Director  
   Andrew Coccaro, Fire Chief  
   Ron Dupee, Police Chief (remotely)  
   Kristi Merideth, FECC Manager (remotely)  
   Robert Pristash, City Engineer  
   Nicholas Clark, Fire Department Battalion Chief  
   Jeff Whipple, Engineering Assistant  
   Brynn Butler, Housing Coordinator (remotely)

### **INVOCATION**

The invocation was given by City Clerk Danyielle Snider.

### **FLAG SALUTATION**

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

### **CEREMONIAL MATTERS**

**Mayor Pruhs** invited Fire Chief Coccaro to share details about a recent incident.

Chief Coccaro shared about a recent emergency call to a house fire where an individual was found inside and unresponsive. He shared that the person was rescued, revived, and transported to Anchorage for treatment. He reported that the individual recovered and returned to visit the crew who saved them. Chief Coccaro spoke to the high level of training and preparation that Fairbanks Fire Department (FFD) staff undertake to be ready to answer emergency calls. He presented awards to each member of the FFD who were on duty during the incident, including: Nicholas Clark, Dominic Lozano, Quinton Johnson, Hunter McDonald, Emma Ison, Peter McCann, David DeCaro, Blair Coomer, Allan Heineken, Colin Field, Austin DeLesline, Sam Bratten, and Tony Naber. He congratulated all personnel who helped ensure a positive outcome to the call.

## **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.]*

Nicholas Clark, Battalion Chief at FFD – N. Clark spoke in support of Ordinance No. 6295 and the finalized labor agreement between the City and the Fairbanks Firefighters Union (FFU). He noted the yearlong process with many ups and downs and indicated that he was proud of the work that brought them to this point. He recognized the compromises from both sides as part of the negotiation process. He expressed hope that the ordinance would be advanced to a second reading and shared that he would be discussing the various aspects of the contract with the FFU membership and answering any of their questions to the best of his ability. N. Clark referenced the fiscal note which cited 16 new firefighters. He explained that does not mean the department would hire 16 new firefighters, though he would be in favor of that. He stated that FFU made a large concession by returning departmental control back to the Fire Chief for staffing levels and services, a change strongly sought by the City. He stated that he would be happy to answer questions.

**Mr. Ringstad** asked N. Clark how long the process takes as he goes back to talk with the FFU membership. N. Clark shared that there is a slight delay, as they prefer to not to hold a vote until after Council ratification of the Collective Bargaining Agreement (CBA). He stated that they will be about a half a step behind the Council.

**Mr. Marney** asked N. Clark if the FFU membership has been kept abreast of the FFU's negotiation activity over the last year. N. Clark shared that they typically meet monthly and provide general updates. He noted that the negotiation team was appointed by the members to bring back a tentative agreement, so they do not get into specifics at the meetings until this point in the process.

**Ms. Therrien** asked N. Clark if he had reviewed the fiscal note indicating that if they revert back to a 48/96 (hour) schedule it will cost almost 4.25 million dollars over the next three years. She asked N. Clark if he agreed with those numbers. N. Clark reported that he had only seen the numbers when the agenda packet was published the previous Thursday and added that he would like to sit down with CFO Margarita Bell to review the numbers.

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

## **APPROVAL OF AGENDA AND CONSENT AGENDA**

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

**Mr. Cleworth** pulled item 12(a), Resolution No. 5142, and item 12(b), Resolution No. 5143, from the consent agenda.

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

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

## **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

- a) Regular Meeting Minutes of October 14, 2024

APPROVED on the CONSENT AGENDA

## **SPECIAL ORDERS**

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

Type/License:	Beverage Dispensary, License #2847
To DBA:	HooDoo Brewing Co.
To Owner:	Fairbanks Fermentation, LLC
To Location:	1951 Fox Avenue, Fairbanks
From DBA:	Goldie's AK
From Owner:	Nash Holland, LLC
From Location:	659 5th Avenue, Fairbanks

**Mayor Pruhs** called for Public Testimony.

*Bobby Wilken, Owner of HooDoo Brewing Co.* – B. Wilken shared that when he and his wife opened the company in 2012, they were aware of the challenging State laws. He explained the different types of licenses they are required to obtain in order to make and sell beer but that many restrictions are in place regarding hours of operation, consumption, gaming activities, the number of seats at the bar, live music for special events, and more. He stated that they have been diligent in following the rules for over a decade, finding appropriate workarounds to hold larger events at the brewery, though it feels like growth and success are constantly stifled. He noted that companies elsewhere in the country enjoy opportunities to do many more fun and exciting things that Alaskan breweries cannot take part in due to State law unless they hold a beverage dispensary license. He shared that the opportunity to purchase a beverage dispensary license will allow them to maintain their fundamental business while removing certain guardrails and allowing creativity to flourish.

**Ms. Sprinkle** asked B. Wilken if HooDoo’s operating hours would change and if they will start selling liquor in addition to beer. B. Wilken stated that they could make those changes someday but that neither are currently planned. He explained that the primary changes will be no longer having to track the ounces every patron consumes each time they are served thus eliminating a negative but required interaction from a customer service and compliance standpoint. He added that they have become so accustomed to apologizing and saying “no” when fun ideas have been suggested, and he reiterated how the additional license would allow their creativity to flourish.

**Mr. Ringstad** asked B. Wilken if Goldie’s AK is still doing anything with the license. B. Wilken explained that they typically operate only in the summer, so they are already in their off season. **Mr. Ringstad** recalled being stunned during a meeting many years prior when the State allegedly put out a proposed regulation that said companies like B. Wilken’s were “not allowed to have fun.”

**Mayor Pruhs** discussed the many examples of community outreach that HooDoo participates in and thanked B. Wilken for being a positive component to the Fairbanks business scene.

**Ms. Therrien** thanked B. Wilken for coming to share details and context for his application.

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

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

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED.

### **MAYOR’S COMMENTS AND REPORT**

**Mayor Pruhs** shared that the City Hall Halloween Trick-or-Treat event was a great time, with over 1,500 people coming through the building, and he thanked the Councilmembers who participated. He reviewed a report from Police Chief Ron Dupee regarding recruitment at the Fairbanks Police Department (FPD). He noted that three lateral transfer hires were incoming and another four officers, including some additional laterals, would attend oral boards in November.

### **COUNCILMEMBERS’ COMMENTS**

All Councilmembers indicated that they had no comments.

### **UNFINISHED BUSINESS**

- a) Resolution No. 5141 – A Resolution Awarding a Contract to Design Alaska, Inc. in the Amount of \$316,686.00 to Design the City Hall Heating Upgrade Project. Introduced by Mayor Pruhs. POSTPONED from the Regular Meeting of October 28, 2024.

*Note: Resolution No. 5141 was introduced at the Regular Meeting of October 28, 2024, with a motion to APPROVE made by Mr. Cleworth, seconded by Ms. Sprinkle. The resolution was postponed and the motion to APPROVE remained on the floor.*

**Mayor Pruhs** invited City Engineer Bob Pristash to provide additional details about the project.

B. Pristash reviewed the overall purpose of the resolution, noting an estimated total project cost of \$3MM, with the design cost noted in the resolution as being about 10% of that amount. He indicated that he did not recall any past direction from the Council to limit the types of heating sources for the building as part of the project, acknowledging that he may be mistaken. He stated that the City asked the consultant to review the viability of hot water, steam, and natural gas. He noted that staff concluded that natural gas was likely not a feasible solution as it is more reasonable for smaller structures. B. Pristash shared that they held a preliminary meeting with the consultant who had come to the same conclusion, leading the focus to be towards steam or hot water. He expressed his view that it would be prudent to document why certain options were not chosen.

**Mr. Cleworth** stated that he was concerned that the City would be spending money for a consultant to review all options only to end with the same conclusions the City already reached. He asked if it was correct that the majority of the funds were going to be used for the actual design work rather than further exploring heating source options. B. Pristash confirmed that the work product for the contract would be a full set of drawings and a complete design ready to advertise.

**Ms. Sprinkle** asked B. Pristash if the building already uses steam and to clarify what the \$316,000 would be used for. B. Pristash confirmed that City Hall currently uses steam heat and that the funds in the resolution would pay for a complete project design. **Ms. Sprinkle** asked which was more expensive: hot water or steam. B. Pristash explained that the consultant's work would include identifying both the capital and operating costs. He spoke about some of the factors involving both source options, noting distances from access points and implementation versus maintenance costs. He reiterated that there are a lot of things to consider.

**Mr. Ringstad** asked what kind of life expectancy the City could expect for a new system. B. Pristash replied that the expectation is 50 years.

**Mr. Marney** asked if the neighborhood was plumbed for natural gas. B. Pristash stated that there are already eight-inch mains for natural gas all around the Cushman Street area.

**Mr. Cleworth** shared that when he served on the Public Utilities Board (PUB), they would solicit contracts for energy sources whether they be coal, fuel oil, etc. He discussed the experiences with pricing competition between different options and why he was concerned that the resolution was going to spend money on exploring multiple heating sources rather than the one or two they already knew would be most appropriate for City Hall. He pointed out that hot water is simple and great, which is why much of downtown still uses it for heating. He noted that steam can be corrosive and expressed hope that the City ultimately goes with hot water.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 5141 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED and Resolution No. 5141 APPROVED.

- b) Ordinance No. 6294 – An Ordinance Amending the 2024 Operating and Capital Budgets for the Fourth Time. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

**Ms. Therrien**, seconded by **Ms. Sprinkle**, moved to ADOPT Ordinance No. 6294.

**Mr. Cleworth**, seconded by **Ms. Therrien**, moved to AMEND Ordinance No. 6294 by substituting the hand-carried, proposed version.

**Mayor Pruhs** called for objection to the motion to AMEND Ordinance No. 6294 by substituting the amended, proposed version and, seeing none, declared the MOTION CARRIED.

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

CFO Bell reported that the only change in the hand-carried version was a \$273,000 increase to real property tax revenue. **Mayor Pruhs** noted that the Council had discussed the update in one of its meetings the prior week.

**Ms. Sprinkle** asked for details about the \$250,000 emergency fund listed under Public Works. CFO Bell explained that it is a pre-authorized amount, only available for use in the event of a declared emergency by the Mayor. She stated it would allow the department to quickly address snow removal needs in an emergency without waiting for another budget amendment ordinance.

**Mr. Ringstad** asked if the amount was already included in the current budget. CFO Bell indicated that it was not. She explained that the funds would revert back to the General Fund at the end of each year if they were unused and that a reallocation can only be done through an ordinance. **Mr. Ringstad** asked whether the Council should be including the item in the 2025 budget since it is something that is done each year. He asked for more details on the Public Works temporary positions. CFO Bell explained that the positions and the associated funds are almost entirely for winter snow removal jobs and include other related tasks such as sanding City streets.

**Mr. Marney** asked if the \$600,000 listed for FFD overtime would get them through the end of the year. CFO Bell stated that it would. She explained that currently they are not over budget but that based on current spending, the proposed amounts are what would be necessary to get through December 31, 2024. **Mr. Marney** asked what the total amount for overtime would be by the end of the year. CFO Bell projected a final number of \$2.1MM. She stated that, including salary savings and the proposed ordinance, the net amount for overtime at year-end will be ~\$1.7MM.

**Ms. Tidwell** asked for more details about the Public Works increase, recalling a past conversation that the department was on track. CFO Bell explained that the department was at 80% for 2024 in September, but without the \$400,000 adjustment, they would run out of funding by year-end.

**Ms. Sprinkle** asked what would happen if the Council approved a lower amount. CFO Bell shared that if there is excessive snowfall and funds were exhausted, snow removal operations would have to cease unless and until the Council approved additional funding by ordinance, which takes two readings. She pointed out that the City tries to be proactive about the issue.

**Mayor Pruhs** shared that during his time on the Council, he and Mr. Cleworth experienced a situation one winter where Public Works ran out of funds before the year was over, and a storm hit. He spoke of the chaos that followed and stated that he would not want the current or any future Council to go through that experience.

**Ms. Therrien** indicated that she had no problem authorizing the emergency funding for Public Works because it will either be needed or it will not be, and waiting for two meetings or calling for special meetings during an emergency is a poor way to plan.

**Mr. Cleworth**, after confirming amounts for FFD overtime from the previous two years, asked what had changed in 2024 to make the overtime increase so much. CFO Bell suggested that FFD started the year understaffed and that vacant positions compounded existing overtime problems.

**Mayor Pruhs** invited Chief Cocco to provide additional details. Chief Cocco indicated that short-staffing, turnover, overlap during promotion processes, injuries, and regular leave requests contributed to the overtime problem. He reminded the Council of the well-known issue of minimum staffing levels which meant that with all these factors in play, overtime scheduling is unavoidable. He noted that the problem was unfortunate for the City, the department, and for the employees. He reviewed specifics in staffing parameters that created a nearly impossible situation.

**Mr. Cleworth** asked to confirm the amounts listed in the ordinance as necessary for the remainder of 2024. CFO Bell reiterated that the amounts she projected are based on current spending levels, factoring in all known aspects of work schedules for the rest of the year.

**Ms. Sprinkle** asked for more information on the added expense for a new City website. Clerk Snider recounted that some details had been shared in a previous work session but that in addition to the new website, the vendor would be creating a boards and commissions section that would integrate into the new platform, allowing the City to eliminate another existing software which had grown significantly in cost. She affirmed that this is a situation where more money would be spent upfront, with savings realized every year thereafter. Chief of Staff Michael Sanders noted that the \$65,000 listed in the ordinance for Information Technology was not only for a new website but also for emergency operations software the City needs in order to be compatible with the State and Borough systems. He stated that the software represents about two-thirds of the expense shown.

**Mr. Cleworth** stated that he has a problem with forced overtime and that he had voted against the concept in the past. He read an excerpt from a past statement issued by the police union that

highlighted the numerous negative impacts of forced overtime. He shared that he recognized the challenges it creates for staff's personal and family lives as well as the liability to the City.

**Mr. Cleworth**, seconded by **Mr. Ringstad**, moved to AMEND Ordinance No. 6294, as Amended, by reducing the line item of \$600,000 for increased FFD overtime expense by \$120,000.

**Mr. Marney** asked what the ramifications would be for the amendment. Chief Coccaro stated that typically when one liability door closes another one opens. He explained how reducing services and staffing violates the union labor contract and creates a potential for the department to be unable to respond to emergencies. He shared that the battalion chiefs strive to balance out forced overtime by assigning it to those who have the least amount, although there are certain groups that have few options to pick from due to specialized roles. Chief Coccaro reminded the Council that they are running calls every day and that the Council approved the third ambulance not long ago in order to meet the demand from the community. He acknowledged that there is no denying the concerns of staff being overworked and forced overtime but that reducing the level of services the City provides is also a concern that needs consideration.

**Ms. Therrien** asked if the solution to reducing overtime would be to hire more staff. Chief Coccaro confirmed that more personnel will always help with overtime. He explained that there used to be a gap between the number of budgeted positions and the mandated minimum staffing per shift, a gap which they are striving to restore. He reminded the Council that the department only has wiggle room of one person per shift, which is unsustainable given the factors outlined earlier. He cited the increase of thousands of calls per year, which only exacerbates the issue. **Ms. Therrien** asked if it was possible for the forecasted overtime for the rest of 2024 to be affected by hiring people before the end of the year. Chief Coccaro stated that, if approved, they would start the hiring process immediately and do their best; he stated, however, that the training period for new hires is six to eight weeks. He indicated that he does not want to be in a position to shut down vehicles and spoke against reducing services, recalling the unanimous support for adding the third ambulance in 2022 shortly after he was hired as the Assistant Fire Chief.

**Ms. Sprinkle** asked if there was a difference between overtime and forced overtime. Chief Coccaro explained the general overtime parameters in place with regular shift scheduling and existing labor laws. He stated that higher overtime levels occur when someone is forced to work beyond their regular shift. He recognized that this was not ideal but pointed out that when the third ambulance was added, appropriate staffing was not.

**Mr. Ringstad** asked what the difference in rate was between regular overtime versus forced. Chief Coccaro stated that it is a matter of time-and-a-half versus double-time. **Mr. Ringstad** pointed out that another \$600,000 in overtime for the remaining eight weeks of the year comes out to an extra \$10,000 in wages per employee. He asked if anything was going to change between now and the new year or if there was even anything that could be done at this point. Chief Coccaro noted that the City always has the ability to hire more people as that is not tied to the labor contract. **Mr. Ringstad** recalled an earlier comment that training can take as long as eight weeks, thus nothing the Council does can change the amount of estimated overtime. Chief Coccaro agreed that the sooner staffing is increased, the sooner the bleeding will stop. He stated that CFO Bell has done a lot of work to accurately forecast the overtime based on current spending, including a little cushion



to prevent a last-minute crisis, similar to the proactive approach with the amendment to Public Works' payroll budget. He reported that the department has more staffing than it did at the beginning of the year, which has helped, but overtime is a reality they cannot escape, given the current parameters and demands of the contract. CFO Bell clarified that her estimates were based on the date in October when the ordinance was introduced.

**Mr. Cleworth** distributed a handout to Councilmembers which included a newspaper article from 2017 and selections from the FGC, particularly Sec. 2-655 which addresses multi-year contracts and the requirement for funding sources to be identified for the duration of a contract. He shared that the article from 2017, an opinion piece from the Fairbanks Daily News-Miner, discussed a situation where the Council approved a three-year labor contract earlier that year without specifying the funding source, which resulted in funding challenges later on. **Mr. Cleworth** referenced the current situation, where a Letter of Agreement (LOA) was signed despite the associated resolution having no fiscal note. He pointed out that the LOA resulted in doubling overtime costs, and the implications of failing to identify a funding source is what the Council is dealing with now. He strongly asserted that what took place was wrong and he does not believe the LOA should be active. He clarified that his goal is to amend the ordinance to remove forced overtime, and he provided an explanation of how the proposed number was identified. He pointed out that the previous LOA included a minimum staffing of 11 with three ambulances and two fire engines in operation. He asked what level of staffing is set forth in the contract and ordinance before the Council. Chief Cocco stated that it was 11 people. **Mr. Cleworth** questioned why the department is forcing a minimum staffing of 13 and suggested that action be taken to allow employees to be back home with their families.

**Ms. Tidwell** expressed frustration that hiring additional staff could reduce overtime, yet the ordinance she introduced over a month prior to do just that was postponed. She discussed the impact of taking away \$120,000 from an overtime adjustment and the contract violation that would result. She explained that the City could have had more staff hired and would be close to completing training had the Council not postponed that ordinance. She indicated she does not support the motion on the floor.

**Mr. Marney** asked for a legal opinion on Ms. Tidwell's comments. Attorney Chard indicated that he had not run any numbers or spoken to CFO Bell about the financial specifics. He stated that the only way he could see that the City would not break the contract is if there are sufficient salary savings to cover the overtime cost. He explained that if salary savings were insufficient and the City reached its budget limit, the Fire Chief would have no alternative but to break the contract.

**Mr. Ringstad** asked how much remained in salary savings. CFO Bell reported that \$545,000 remained as of October 15. **Mr. Ringstad** asked how much of that amount would be needed cover the projected overtime. CFO Bell stated that there may be around \$100,000 if spending continues at its current rate. **Mr. Ringstad** shared that he is not a fan of forced overtime either, but he understands that it is sometimes necessary. He acknowledged that trying to change the way the department does business over the next eight weeks is not feasible but that the City must work to get more management authority returned to the Fire Chief in the future.

**Mr. Cleworth** stated that he disagrees with the notion that the City would be breaking the contract. He reiterated that when the resolution tied to the LOA was written, it did not include a fiscal note nor identify a funding source for the duration of the contract. He stated he does not understand how that can be ignored and reiterated that the Chief should be permitted to revert to a minimum staffing level of 11 rather than 13. He agreed that the Chief needs to have control of the matter.

**Ms. Therrien** shared that she would not vote to reduce the \$600,000, given that if it does not get used it would simply go back into the fund balance. She acknowledged that the Council would not have time in the final stretch of the year to meet and authorize an additional amount, if necessary, and expressed support for the projections and advice of the CFO. She spoke against the amendment and asked for the City Attorney to speak to the matter of breaking the contract.

Attorney Chard indicated that he and Mr. Cleworth have a difference of opinion. He pointed out that a projection for overtime through year-end had been provided and that the Council is dealing with complicated parameters, high dollar amounts, and tight timelines. He stated that he shares the concern that was expressed earlier regarding breaking the contract.

**Ms. Sprinkle** stated that the issue goes back to the City not hiring more staff when it should have. She suggested that the Council move forward for 2024 and address the issues in the new contract.

**Mr. Ringstad** acknowledged Mr. Cleworth's point that things may not have been done correctly but that they have been living with the contract for quite some time. He pointed out that the City has never tried to challenge it in court and that such was unlikely to happen by the end of the year, nor would a ruling be issued anytime soon. He asked if it was correct, from a practical point, that the legal issue could not be resolved by the end of the year. Attorney Chard confirmed that was correct. **Mr. Ringstad** stated that although he believes Mr. Cleworth is right, the Council has painted itself into a corner, that no win-win scenario exists, and that a budget amendment would not fix the problem.

**Ms. Therrien**, seconded by **Ms. Tidwell**, moved to CALL THE QUESTION.

Upon request for clarification, Clerk Snider explained that the effect of a successful motion to call the question would be to stop debate and immediately vote on the amendment on the floor.

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

YEAS:           Tidwell, Sprinkle, Therrien  
NAYS:           Ringstad, Marney, Cleworth, Pruhs  
**Mayor Pruhs** declared the MOTION FAILED.

**Mr. Cleworth** explained that by not having a fiscal note, in his opinion, the Council did not follow City Code. He expressed respect for the City Attorney but strongly disagreed with the assertion of contractual obligations. He reiterated that there was nothing on record to confirm how the expense would be covered and that, just like other instances in the past, the Council had to consider what the point of the FGC was if it was not going to be followed. He clarified that he was not suggesting

that the matter go to court but rather that he hopes others will recognize that a mistake had been made. **Mr. Cleworth** stated it was ironic that the FPD is not at the national average for staffing, but they do not use forced overtime. He pointed out that FFD is at national average levels but does use forced overtime. He suggested that if FPD can find a way to make it work, FFD should be able to do the same. He added that he would be pretty upset, as a resident, to learn that \$2.1MM in taxpayer money was being spent on overtime when only \$900,000 had been budgeted. He concluded by saying that he was simply proposing that the Council not allow forced overtime for the next two months and that FFD use a minimum staffing of 11, which coincides with what is in the newly drafted contract.

**Ms. Tidwell** pointed out that one big difference between the FPD and the FFD is that there is a four-hour period during the day where no police officers are out on the roads, yet all FFD services are available 24 hours a day, as they should be.

**Ms. Sprinkle** indicated that that Council is at a point of considering eliminating the third ambulance, which means the City would be going backwards in services available to residents.

**Mr. Ringstad** asked whether all overtime or just some overtime would be eliminated if the minimum staffing was 11. Chief Cocco stated that while it would certainly reduce some overtime, it would not be eliminated completely because of the unavoidable shuffling of personnel due to injuries, personal leave, etc. He noted that reducing services equates to putting lives at risk and that with 7,500 calls a year, the FFD is busier than it should be for the size of the city. He declared that he wants citizens in need to be able to get help regardless of day of the week or time of day that they call. **Mr. Ringstad** asked the Chief if he has the ability to not use forced overtime over the holidays if he does not see a need. Chief Cocco declared that he would continue to staff at 13, based on the existing agreement, and that he would not budge from that number. He recalled that people waited up to an hour for help prior to the third ambulance being added. He explained that it took a lot of work to get to this point and that given the call volume, eliminating the third ambulance would be unacceptable. Chief Cocco declared that the cost of public safety is almost always the highest expense for cities across the nation, given the significant role it plays and the unpredictable nature of emergencies. He stated that he will continue to advocate for the right level of staffing for the services his department is expected to provide. He explained that the only way to maintain the current level of service while reducing overtime was to increase staff.

**Mr. Ringstad** asked how many vacancies currently exist at the FFD. Chief Cocco reported that there are no vacancies for rank-and-file positions but that some will be created soon with upcoming promotions. He shared that an Assistant Fire Chief position is open as well as a Training Captain and Community Paramedic. He noted that a few injuries are also currently affecting scheduling.

**Mr. Marney** noted that the FFD is a small, close-knit community. He asked Chief Cocco if he has heard disgruntled commentary regarding forced overtime. Chief Cocco shared that things ebb and flow and that on any given day or time he can overhear chatter that is completely positive or negative. He disagreed with the earlier comment that the FFD is at the national standard for staffing based on the call volume and stated that more people are needed to do their jobs properly. He reported that there have been times when staff has been stressed to their limits, but they have remained because they are proud of what they do and the role they play in the community.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6294, AS AMENDED, BY REDUCING THE LINE ITEM OF \$600,000 FOR INCREASED FFD OVERTIME EXPENSE BY \$120,000 AS FOLLOWS:

YEAS: Cleworth, Marney, Ringstad  
NAYS: Sprinkle, Therrien, Tidwell, Pruhs  
**Mayor Pruhs** declared the MOTION FAILED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6294, AS AMENDED, AS FOLLOWS:

YEAS: Ringstad, Therrien, Marney, Sprinkle, Tidwell  
NAYS: Cleworth  
**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6294, as Amended, ADOPTED.

**Ms. Therrien**, seconded by **Ms. Tidwell**, moved to RECONSIDER the motion to ADOPT Ordinance No. 6294, as Amended.

**Ms. Therrien** stated that given the worry it could create for the Fire Chief should the issue be rehashed again before the end of the year, she wanted to reconsider now rather than later. She admitted that she hoped the motion would fail.

**Mr. Cleworth** pointed out that by the time the Council could reconsider the ordinance another way, there would be even less of the year remaining. He recounted how the action of reconsideration has rarely been used by the Council, primarily only in cases where additional information later comes to light. He noted that the Borough Assembly uses the action regularly to eliminate any opportunity for a legitimate reconsideration. He stated that he believes it is an improper use of Robert's Rules of Order to call for reconsideration immediately after a vote.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO RECONSIDER THE MOTION TO ADOPT ORDINANCE NO. 6294, AS AMENDED, AS FOLLOWS:

YEAS: None  
NAYS: Sprinkle, Therrien, Cleworth, Marney, Ringstad, Tidwell  
**Mayor Pruhs** declared the MOTION FAILED.

### **NEW BUSINESS**

- a) Resolution No. 5142 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Division of Homeland Security for the FFY2023 State and Local Cybersecurity Grant Program (SLCGP). Introduced by Mayor Pruhs.

**Mr. Marney**, seconded by **Ms. Sprinkle**, moved to APPROVE Resolution No. 5142.

**Mr. Cleworth** asked if there would be licensing fees for the program in future years and if the City would have to pay for someone to learn the system or if it would be covered by the current contractor. Chief of Staff Sanders confirmed that the item would be managed by AlasConnect, the City's current Information Technology (IT) contractor but that there is no way to know about future operating costs until it goes out to bid. He acknowledged that there would likely be an annual licensing fee but that it would probably be a fraction of the \$65,000. **Mr. Cleworth** noted that although it would be covered by grant funds, the program would not be free from future expenses. Chief of Staff Sanders agreed but explained that the increased instances of cybersecurity attacks and the potential for their devastating financial impact, makes services like this invaluable.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 5142 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED and Resolution No. 5142 APPROVED.

- b) Resolution No. 5143 – A Resolution Authorizing the City of Fairbanks to Participate in the Alaska Department of Environmental Conservation's Environmental Protection Agency (EPA) Community-Wide Assessment Grant Application. Introduced by Mayor Pruhs.

**Mr. Marney**, seconded by **Ms. Therrien**, moved to APPROVE Resolution No. 5143.

**Mr. Cleworth** asked for more information about the resolution. City Engineer Bob Pristash explained that the grant would help them identify whether soil contamination exists in upcoming projects for Minnie Street and Barnette Street. He noted that it would also assist in coordinating with a consultant to draft plans to mitigate risks, if any, when construction commences. He compared it to the summer project on Cowles Street. He stated that the grant would move projects forward and reduce costs since the work will happen regardless.

**Ms. Sprinkle** asked if there was contamination already identified in the projects mentioned. B. Pristash referenced the attached exhibits which annotate locations of concern due to the presence of past businesses such as a gas station and a car wash in or near the project area. He explained how previously identified underground plumes of contamination can spread through groundwater. He clarified that once contamination sources cease, a plume dissipates and boundaries change.

**Mr. Marney** stated that this kind of work in advance covers the City's actions. B. Pristash agreed but added that doing the work also allows projects to progress quicker, using the Cowles Street project as an example.

**Ms. Tidwell** asked whether there would be a study involving homeowner participation. B. Pristash clarified that the samples are only taken from within the right-of-way.

**Mr. Cleworth** asked B. Pristash if the City would have to go through the process anyway. B. Pristash stated that it is not necessarily required, but if there is a reason to expect contamination,

it should be done. He explained that projects in other areas where no contamination concerns exist do not have to have the soil examined. **Mr. Cleworth** asked if this would save money for FAST Planning. B. Pristash confirmed that it would and reiterated that it also speeds up the process.

**Mayor Pruhs** asked B. Pristash if the Department of Environmental Conservation (DEC) has put a “No Further Action” determination at the old gas station at Barnette Street and 4th Avenue. B. Pristash stated that he believes that the site itself is considered closed – as in fully mitigated – but contamination still exists beyond the property boundaries within the right-of-way. He admitted that it is difficult to do construction anywhere in Fairbanks without some sort of contamination. **Mayor Pruhs** asked if other projects overseen by State or Federal entities would be cancelled if costs increase too greatly due to contamination concerns. B. Pristash indicated that such problems could result in projects being delayed or potentially scrapped altogether. He cited the project at Airport Road and Gaffney Road, noting it was a \$20MM project that increased by another \$20MM due to contamination. He stated that \$40MM for an intersection of that size is almost unbelievable.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 5143 AS FOLLOWS:

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

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED and Resolution No. 5143 APPROVED.

- c) Ordinance No. 6295 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union, IAFF Local 1324. Introduced by Mayor Pruhs.

ADVANCED on the CONSENT AGENDA

#### **WRITTEN COMMUNICATIONS TO THE CITY COUNCIL**

- a) Reappointment to the Building Code & Landscape Review & Appeals Commission

APPROVED on the CONSENT AGENDA

- b) Appointment to the Clay Street Cemetery Commission

APPROVED on the CONSENT AGENDA

- c) Chena Riverfront Commission Meeting Minutes of April 24, 2024

ACCEPTED on the CONSENT AGENDA

- d) Chena Riverfront Commission Meeting Minutes of September 10, 2024

ACCEPTED on the CONSENT AGENDA

## **COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS**

**Mr. Ringstad** stated he had no report or additional comments.

**Mr. Marney** stated that he had a great time at City Hall's Halloween event, that he enjoyed participating with other Councilmembers, and that he will be back next year.

**Ms. Sprinkle** agreed that the Halloween event was great and that she was proud of the effort.

**Ms. Therrien** shared that the Legislative Committee would meet on November 25 to discuss plans. She asked that if any Councilmembers have projects for legislators to consider that they get those to the Committee as soon as possible. She stated that the Council will have a special meeting with legislators on December 16. She reminded everyone to vote in the upcoming election.

**Mr. Cleworth** stated he plans to vote the following day and commented on the large number of people taking advantage of the early voting option. He reported that his grandkids attended the City Hall Halloween event and had a great time. He shared that he recently enjoyed watching the UAF women's volleyball team play. He stated they have a great roster, and he encouraged others to attend a match.

**Ms. Tidwell** reported that the Halloween event was awesome and that she thinks the Council can win the competition next year.

## **CITY CLERK'S REPORT**

Clerk Snider shared that her written quarterly report would be sent to the Council by email the following day.

## **CITY ATTORNEY'S REPORT**

Attorney Chard expressed appreciation for Clerk Snider's earlier invocation regarding diverse opinions and perspectives being respected while working together for common goals. He thanked Councilmembers for their continued commitment to the community they serve.

## **EXECUTIVE SESSION**

**Mr. Cleworth**, seconded by **Mr. Ringstad**, moved to ENTER into an Executive Session to discuss PSEA Labor Negotiations: Guidance from Council.

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

**Mayor Pruhs** called for a brief recess. The Council reconvened in Executive Session following the brief recess.

- a) PSEA Labor Negotiations: Guidance from Council [permissible under State law, including the provision at AS 44.62.310(c)(1)] (*entered at 8:29 p.m.*)

**Mr. Cleworth** brought the City Council out of the Executive Session, noting that the Council met to discuss PSEA Labor Negotiations. He affirmed that no action was taken.

**ADJOURNMENT**

**Ms. Therrien**, 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 9:10 p.m.

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DAVID PRUHS, MAYOR

ATTEST:

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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: November 26, 2024

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
54	American Legion Post 11	Club	The American Legion, Dorman H. Baker Post #11	129 1st Avenue
5926	FatBurger Alaska	Restaurant/ Eating Place	Arcticmonty, LLC	3548 Airport Way

Pursuant to FGC Sec. 14-178 the Council must determine whether to protest alcohol license renewal applications after holding a public hearing. Per 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 December 20, 2024.

The Police Department has included call reports for the locations listed above, but **there are no department-recommended protests** for these alcohol license renewal applications. However, the Chief Financial Officer would like it to be on record that American Legion Post 11 has a history of delinquent City tax filings (see attached).

# CITY OF FAIRBANKS PUBLIC SAFETY

## Event List with Report Numbers American Legion

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	02/22/2024 11:51:02	DRUGS - USE - CHARLIE	129 FIRST AVE	O42	NRP	02/22/2024 12:07:26

Total Number of Events Listed: 1

## CITY OF FAIRBANKS PUBLIC SAFETY

### Event List with Report Numbers Fatburger

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	06/27/2024 16:33:05	WELFARE CHECK	3548 AIRPORT WAY	O11	NRP	06/27/2024 17:08:09
	04/23/2024 14:56:00	DISTURBANCE VERBAL	3548 AIRPORT WAY	O42	NRP	04/23/2024 15:16:41
	04/12/2024 19:52:25	OFFICER ADVICE	3548 AIRPORT WAY	O31	NRP	04/12/2024 20:18:35

Total Number of Events Listed: 3

CITY OF FAIRBANKS

800 Cushman Street  
Fairbanks, AK 99701



CITY CLERK'S OFFICE

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

## ALCOHOL LICENSE RESPONSE FORM

TO: ☒ FINANCE DEPARTMENT  
☐ FIRE DEPARTMENT  
☐ POLICE DEPARTMENT

DATE: 10/25/2024

FROM: CITY CLERK'S OFFICE

RE: ALCOHOL LICENSE ACTION – RENEWALS

NOTICE RECEIVED AT CLERKS OFFICE: 10/21/24 – 10/25/24 (60-day due date – 12/20/24)

DATE RESPONSE DUE: 11/26/2024 for City Council Meeting of 12/02/2024

Lic. #	DBA	License Type	Licensee	Contact	Address
54	American Legion Post 11	Club	The American Legion, Dorman H. Baker Post #11	907-322-6834 907-750-4000 907-750-4055	129 1st Avenue
5926	FatBurger Alaska	Restaurant/ Eating Place	Arcticmonty, LLC	907-388-5024	3548 Airport Way

☒ NO PROTEST: ☐ PROTEST

REASONS OR COMMENTS: Although the Finance Department is not protesting, we would like to have on record that American Legion Post 11 has a history of delinquent filings.

DEPARTMENT  
SIGNEE:

Margarita Bell  
SIGNATURE

10-29-2024  
DATE



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

DATE: November 26, 2024

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

Lic. #	DBA	License Type	Licensee	Address
12325	Good Cannabis	Retail Marijuana Store	Good, LLC	356 Old Steese Highway

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 licensee. The 60-day deadline for response to AMCO on the above-listed renewal is December 20, 2024.

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 this marijuana establishment. FNSB and AMCO responded that they have no complaints on file for this license within the past year.

The Police Department has included a call report for the location listed above, but **there are no department-recommended protests** for this marijuana license renewal application.

# CITY OF FAIRBANKS PUBLIC SAFETY

## Event List with Report Numbers

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	09/09/2024 15:23:08	SUSP CIRCUMSTANCES -	356 OLD STEESE HWY		CALL	09/09/2024 15:27:30
	08/31/2024 23:24:06	SUSPICIOUS PERSON -	356 OLD STEESE HWY	O30	NRP	08/31/2024 23:35:00
	06/02/2024 19:25:25	PAST DISTURBANCE -	356 OLD STEESE HWY	S21	NRP	06/02/2024 19:35:03
	03/27/2024 14:59:20	SUSPICIOUS PERSON -	356 OLD STEESE HWY	O8	NRP	03/27/2024 15:14:02
24000091	03/25/2024 13:14:16	SI - FOLLOW-UP	356 OLD STEESE HWY	O42	RPT	03/25/2024 13:58:13
24000739	03/10/2024 07:56:26	SI - FOLLOW-UP	356 OLD STEESE HWY	S39	RPT	03/10/2024 12:14:48

Total Number of Events Listed: 6

**ORDINANCE NO. 6296**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE SECTION  
2-118.1 TO ADD AN ADDITIONAL CITY COUNCILMEMBER TO THE  
COUNCIL FINANCE COMMITTEE**

**WHEREAS**, the Council Finance Committee currently consists of the Chief of Staff, Chief Financial Officer, two councilmembers, and two public members with experience in finance, accounting, or management; and

**WHEREAS**, the addition of a third councilmember to the Committee will provide the City Council with additional insight of the finances of the City.

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

**SECTION 1.** Fairbanks General Code Section 2-118.1 is hereby amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

**Sec. 2-118.1. - Council finance committee.**

(a) A city council finance committee is hereby established as a standing committee of the city council with the duties of considering all matters relating to the fiscal operation of the city. The finance committee shall make recommendations regarding fiscal matters to the full city council. Examples of topics to be reviewed include ordinances amending the budget estimate, applications for new grants, special projects, and the annual audit.

(b) The finance committee shall meet at regular times and notice of each meeting will be provided by the city clerk.

(c) The finance committee shall consist of **sevensix** members, including **threetwo** members of the Fairbanks City Council, the chief of staff, the chief financial officer, and two public members appointed by the mayor and confirmed by the city council. Each public member shall possess a background in finance, accounting, or management and shall serve a three-year term. The terms of public members shall be staggered.

(d) The CFO chairs the finance committee and prepares the agenda. Any council or committee member may add an item to the meeting agenda.

**SECTION 2.** The effective date of this ordinance is January 1, 2025.

---

**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney



**ORDINANCE NO. 6297**

**AN ORDINANCE ADOPTING THE 2025 OPERATING  
AND CAPITAL BUDGETS**

**WHEREAS**, pursuant to City Charter Section 5.2, on October 28, 2024, Mayor Pruhs presented a recommended annual operating and capital budget estimate for 2025; and

**WHEREAS**, the proposed budget was reviewed by the City Council with Department Directors, and the City Council suggested changes to the Mayor's recommended budget are disclosed in the increase (decrease) columns.

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

**SECTION 1.** There is hereby appropriated to the 2025 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025 (see pages 2 and 3).

## GENERAL FUND

REVENUE	MAYOR PROPOSED BUDGET	REVIEW PERIOD INCREASE (DECREASE)	COUNCIL PROPOSED APPROPRIATION
Taxes (all sources)	\$ 28,913,515	\$ -	\$ 28,913,515
Charges for Services	6,579,500	-	6,579,500
Intergovernmental Revenues	2,476,080	-	2,476,080
Licenses and Permits	2,193,805	-	2,193,805
Fines and Forfeitures	551,000	-	551,000
Interest and Penalties	1,515,000	-	1,515,000
Rental and Lease Income	158,539	-	158,539
Other Revenues	250,000	-	250,000
Other Financing Sources	5,523,682	-	5,523,682
Total revenue appropriation	\$ 48,161,121	\$ -	\$ 48,161,121
EXPENDITURES			
Mayor Department	\$ 892,030	\$ -	\$ 892,030
Legal Department	255,760	7,000	262,760
Office of the City Clerk	624,470	3,150	627,620
Finance Department	1,066,350	-	1,066,350
Information Technology	2,885,400	13,000	2,898,400
General Account	6,875,000	-	6,875,000
Police Department	7,928,290	207,300	8,135,590
Communications Center	2,984,590	-	2,984,590
Fire Department	10,509,190	179,530	10,688,720
Public Works Department	9,523,797	255,000	9,778,797
Engineering Department	1,170,580	-	1,170,580
Building Department	849,750	-	849,750
Total expenditure appropriation	\$ 45,565,207	\$ 664,980	\$ 46,230,187
2024 estimated general fund balance	\$ 14,151,023	\$ -	\$ 14,151,023
Increase (Decrease) to fund balance	2,595,914	(664,980)	1,930,934
2025 estimated general fund balance	\$ 16,746,937	\$ (664,980)	\$ 16,081,957

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

\$ 9,246,037

## **CAPITAL FUND**

REVENUE	MAYOR PROPOSED BUDGET	REVIEW PERIOD INCREASE (DECREASE)	COUNCIL PROPOSED APPROPRIATION
Transfer from Permanent Fund	\$ 733,160	\$ -	\$ 733,160
Transfer from General Fund	-	-	-
Property Repair & Replacement	150,000	-	150,000
Public Works	250,000	-	250,000
Garbage Equipment Reserve	291,600	-	291,600
IT	75,000	-	75,000
Police	100,000	200,000	300,000
Communications Center	140,000	-	140,000
Fire	260,000	-	260,000
Building	10,000	-	10,000
Total revenue appropriation	\$ 2,009,760	\$ 200,000	\$ 2,209,760
EXPENDITURES			
Property Repair & Replacement	\$ 4,392,500	\$ 55,000	\$ 4,447,500
Public Works Department	1,236,000	168,000	1,404,000
IT Department	145,000	-	145,000
Police Department	420,000	-	420,000
Fire Department	650,000	-	650,000
Road Maintenance	2,854,842	435,000	3,289,842
Building Department	67,000	-	67,000
Total expenditure appropriation	\$ 9,765,342	\$ 658,000	\$ 10,423,342
2024 estimated capital fund balance	\$ 14,252,646	\$ -	\$ 14,252,646
Increase (Decrease) to fund balance	(7,755,582)	(458,000)	(8,213,582)
2025 estimated capital fund balance	<u>\$ 6,497,064</u>	<u>\$ (458,000)</u>	<u>\$ 6,039,064</u>

Estimated unassigned capital fund balance for projects	<u><b>\$ 2,638,159</b></u>
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**SECTION 2.** This ordinance also appropriates the use of emergency snow removal funds in the amount of \$250,000 as designated by the Mayor.

**SECTION 3.** All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025.

**SECTION 4.** The effective date of this ordinance shall be five days after adoption.

---

**David Pruhs, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney

Introduced By: Mayor David Pruhs  
Date: November 18, 2024

**ORDINANCE NO. 6297, AS AMENDED**  
(PROPOSED SUBSTITUTE)

**AN ORDINANCE ADOPTING THE 2025 OPERATING  
AND CAPITAL BUDGETS**

**WHEREAS**, pursuant to City Charter Section 5.2, on October 28, 2024, Mayor Pruhs presented a recommended annual operating and capital budget estimate for 2025; and

**WHEREAS**, the proposed budget was reviewed by the City Council with Department Directors, and the City Council suggested changes to the Mayor's recommended budget are disclosed in the increase (decrease) columns.

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

**SECTION 1.** There is hereby appropriated to the 2025 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025 (see pages 2 and 3).

## GENERAL FUND

REVENUE	MAYOR PROPOSED BUDGET	REVIEW PERIOD INCREASE (DECREASE)	COUNCIL PROPOSED APPROPRIATION
Taxes (all sources)	\$ 28,913,515	\$ -	\$ 28,913,515
Charges for Services	6,579,500	-	6,579,500
Intergovernmental Revenues	2,476,080	-	2,476,080
Licenses and Permits	2,193,805	-	2,193,805
Fines and Forfeitures	551,000	-	551,000
Interest and Penalties	1,515,000	-	1,515,000
Rental and Lease Income	158,539	-	158,539
Other Revenues	250,000	-	250,000
Other Financing Sources	5,523,682	-	5,523,682
Total revenue appropriation	\$ 48,161,121	\$ -	\$ 48,161,121
EXPENDITURES			
Mayor Department	\$ 892,030	\$ -	\$ 892,030
Legal Department	255,760	7,000	262,760
Office of the City Clerk	624,470	<b>5,650</b>	630,120
Finance Department	1,066,350	-	1,066,350
Information Technology	2,885,400	13,000	2,898,400
General Account	6,875,000	-	6,875,000
Police Department	7,928,290	207,300	8,135,590
Communications Center	2,984,590	<b>20,000</b>	3,004,590
Fire Department	10,509,190	<b>229,530</b>	10,738,720
Public Works Department	9,523,797	<b>267,500</b>	9,791,297
Engineering Department	1,170,580	-	1,170,580
Building Department	849,750	-	849,750
Total expenditure appropriation	\$ 45,565,207	\$ 749,980	\$ 46,315,187
2024 estimated general fund balance	\$ 14,151,023	\$ -	\$ 14,151,023
Increase (Decrease) to fund balance	2,595,914	(749,980)	1,845,934
2025 estimated general fund balance	\$ 16,746,937	\$ (749,980)	\$ 15,996,957

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

\$ 9,263,037

## **CAPITAL FUND**

REVENUE	MAYOR PROPOSED BUDGET	REVIEW PERIOD INCREASE (DECREASE)	COUNCIL PROPOSED APPROPRIATION
Transfer from Permanent Fund	\$ 733,160	\$ -	\$ 733,160
Transfer from General Fund	-	-	-
Property Repair & Replacement	150,000	-	150,000
Public Works	250,000	-	250,000
Garbage Equipment Reserve	291,600	-	291,600
IT	75,000	-	75,000
Police	100,000	200,000	300,000
Communications Center	140,000	-	140,000
Fire	260,000	-	260,000
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Total revenue appropriation	\$ 2,009,760	\$ 200,000	\$ 2,209,760
EXPENDITURES			
Property Repair & Replacement	\$ 4,392,500	\$ 55,000	\$ 4,447,500
Public Works Department	1,236,000	168,000	1,404,000
IT Department	145,000	-	145,000
Police Department	420,000	-	420,000
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Building Department	67,000	-	67,000
Total expenditure appropriation	\$ 9,765,342	\$ 658,000	\$ 10,423,342
2024 estimated capital fund balance	\$ 14,252,646	\$ -	\$ 14,252,646
Increase (Decrease) to fund balance	(7,755,582)	(458,000)	(8,213,582)
2025 estimated capital fund balance	\$ 6,497,064	\$ (458,000)	\$ 6,039,064

Estimated unassigned capital fund balance for projects	<u><b>\$ 2,638,159</b></u>
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**SECTION 2.** This ordinance also appropriates the use of emergency snow removal funds in the amount of \$250,000 as designated by the Mayor.

**SECTION 3.** All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025.

**SECTION 4.** The effective date of this ordinance shall be five days after adoption.

---

**David Pruhs, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney



# ORDINANCE NO. 6297 ADOPTING OPERATING AND CAPITAL BUDGET

## CHANGES PROPOSED TO 2025 BUDGET AS OF NOVEMBER 18, 2024 GENERAL FUND

### Expenditures

#### Legal Department

\$20,000 increase to benefits for life insurance annuity

(\$13,000) increase to risk services

#### City Clerk's Office

**\$2,500 increase to council travel**

\$2,900 increase to training

\$250 increase to repairs and maintenance

#### Information Technology

\$13,000 increase to other outside contracts

#### Police Department

\$7,300 increase to salaries and benefits for Police Chief

\$200,000 increase to equipment replacement

#### Communications Center

**\$20,000 increase to outside contracts**

#### Fire Department

\$20,650 increase to salaries and benefits for Fire Chief

\$108,880 increase to wages and benefits for a deputy fire marshal

\$50,000 increase to uniforms and equipment

**\$50,000 increase to operating supplies**

#### Public Works

\$200,000 increase to wages and benefits for temporary workers

\$35,000 increase to operating supplies

**\$15,000 increase to building and grounds**

**(\$2,500) decrease to other rentals**

\$25,000 increase to environmental compliance

(\$5,000) decrease to non-capital equipment

## **CAPITAL FUND**

### **Revenues**

Transfers for equipment replacement

\$200,000 transfer from the general fund police department

### **Expenditures**

Property Repair & Replacement

\$5,000 increase for fire station 1 and 2 facility upgrades

\$50,000 increase for cold storage door replacement

Public Works

\$86,000 increase for crack sealer

\$82,000 increase for mastic melter

Road Maintenance

\$435,000 increase for road maintenance

## **ADDITIONAL PROPOSALS UNDER CONSIDERATION GENERAL FUND**

### **Expenditures**

General Account

\$50,000 increase to abatement

Police Department

\$90,950 increase to wages and benefits for an equipment manager (PSEA

Schedule includes administration assistant or clerk)

Public Works

\$106,050 increase to wages and benefits for a full-time permanent laborer

(\$100,000) decrease to wages and benefits for temporary workers

**ORDINANCE NO. 6298**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE  
CHAPTER 2, SECTION 655, MULTIYEAR CONTRACTS, CLARIFYING  
REQUIREMENTS FOR AMENDMENTS TO MULTIYEAR CONTRACTS**

**WHEREAS**, Fairbanks General Code Section 2-655 provides requirements for any ordinance approving multiyear contracts; and

**WHEREAS**, Fairbanks General Code Section 2-655 applies to labor contracts; and

**WHEREAS**, labor contracts often are amended during the term of the contract; and

**WHEREAS**, an amendment to a multiyear contract often involves a multiyear funding obligation; and

**WHEREAS**, amending Fairbanks General Code Section 2-655(b) would clarify that the Council's intention is that amendments to multiyear contracts are also subject to the requirements of the section.

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

**Section 1.** Fairbanks General Code Chapter 2, Section 655, Multiyear contracts is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 2-655. - Multiyear contracts.

- (a) As part of an approved multiyear construction plan, contracts may be entered into for procurement of long lead time items. The amounts of such contracts shall not exceed the expenditure amounts in the approved plan.
- (b) All multiyear contracts, including labor contracts, must have identifiable funding sources. The sponsor of ~~the~~ **an** ordinance to approve **or modify** a multiyear contract must identify the funding source for the duration of the contract. If the funding source for a labor contract includes any general fund balance or savings, the sponsor must also:
  - (1) Identify the amount;
  - (2) Identify the impact on the unassigned fund balance; and
  - (3) Identify the impact on the mayor's obligation to present a balanced budget under FGC section 2-651(a).

- (c) The cost of a multiyear contract may not violate the minimum fund balance requirement of FGC section 2-651(b).

**Section 2.** The effective date of this ordinance shall be five days after adoption.

---

**David Pruhs, City Mayor**

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

---

D. Danyielle Snider, MMC, City Clerk

---

Thomas A. Chard II, City Attorney

**ORDINANCE NO. 6299**

**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.** That this ordinance shall become effective upon ratification of the agreement by PSEA members.

**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: 6299

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 SHIFT DIFFERENTIAL PAY [ALL POLICE STAFF]	\$ 10,380	\$ 10,600	\$ 20,980
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
<b>TOTAL</b>	<b>\$ 1,209,488</b>	<b>\$ 1,278,474</b>	<b>\$ 2,487,962</b>

FUNDING SOURCE:	2025	2026+	TOTAL
GENERAL FUND [POLICE]	\$ 593,923	\$ 632,627	\$ 1,226,550
GENERAL FUND [FECC]	\$ 615,565	\$ 645,847	\$ 1,261,412
<b>TOTAL</b>	<b>\$ 1,209,488</b>	<b>\$ 1,278,474</b>	<b>\$ 2,487,962</b>

This fiscal note provides the cost of the proposed PSEA negotiated contract. The contract provides the following wage increases: 3% for Years 1 through 10 and 2% for Years 11 through 20. Administration staff Year 1 salary included increases ranging from \$4.00 to \$6.10 per hour. The Police Department staff will receive shift differential based on the hour worked than the start of shift. 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 the 5% pay for hours worked than a base pay; however, the contract includes additional roles for the 5% pay (19.1). The City should anticipate additional costs for leave liability and worker's compensation due to wage increases.

Reviewed by Finance Department: Initial mb Date 11/14/2024

**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 as a result of holding such office, except as provided in sub-section (7.9.3).

### **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 will deliver 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 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. for further handling at the next step of this procedure. 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 1Grievance 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 of 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 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 with 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 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 be 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 then 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 may must 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 11:259 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-hourshift) 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 workdays 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 1<sup>st</sup> of each year. The bid for shifts and days off will normally start November 1<sup>st</sup> of each year. The results of the shift bid shall be posted by the Employer as soon as practical, but no later than December 1<sup>st</sup> of each year. The new schedule will normally take effect January 1<sup>st</sup> 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 the 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, base 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 t the bid assignments from step 5.
6. The Chief of Police (in agreement with PSEA) can alter the bid if the creates a significant imbalance of specialties between the different squads. This includes, but not limited to the following examples: SWAT, FTO, firearms instructors, defensive tactics instructors, EVOC instructors.

#### 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, no overtime bidding. However, the Department Head has the ability to require either employee to move to a different

#### 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.

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 employee to move to a different shift.

- 10.1.7.1 After the completion of a scheduled shift rotation, any employee who does not receive 30 consecutive hours off will be paid at the employee's overtime rate until the employee has received 30 consecutive hours off. Exceptions to this rule are court and emergency call-outs.

#### 10.1.7.2 **Temporary Assignments**

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

#### 10.1.7.3 **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.

#### 10.1.8 **Newly Promoted Assignments**

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

#### 10.1.8.1 **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 hours beginning between 0600 hours and 1459 hours. Shifts hours during the "day" shift hours are paid no shift differential.

#### 10.5.2 **Swing Shift**

The "swing" shift is any hours beginning between 1500 hours and 2059 hours. Shift hours during the "swing" shift hours are paid a 5% shift differential.

#### 10.5.3 **Midnight Shift**

The "midnight" shift is any hours beginning between 2100 hours and 0559 hours. Shifts beginning during the "midnight" shift hours are paid a 10% shift differential.

\* Shift Differential Pay is for: sworn employees  
evidence custodians / CSI  
Community Outreach Specialist when called out

### **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 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 two hours of overtime, if the work shift is 2 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 stand by 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 Director). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.

#### **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 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 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 chart in Appendix A)**  
(See also, [Article 4](#) and section [8.9](#))

**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 Director). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.

**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**

### **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 Finance Director 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 spend 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 part 19.4.4 of this Article.

## **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 as outlined in paragraph [19.6.1](#).

#### **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 adjustment of \$3,000.00 for an Intermediate Certificate and \$4,5000.00 for an Advanced Certificate, added to the employee's base wage starting on the next following 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:

<u>Police Department</u>	
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.

\*\*Newly hired officers will be issued above marked items in good condition, allowing for Department purchase/ordering time.

#### **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 component 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 base 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 [19.6](#), 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 27.2      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 27.3      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 27.4      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. See Appendix B

## **Section 27.5      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-rata 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 at [Article 19](#).

**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 that is divided into three components for pay purpose as follows: the compensation rate for "Police Officer Recruit I" is paid from the date of hire through completion of the Police Academy; "Recruit II" pay is paid from the date of completion of the academy through successful completion of Field Training; and, "Recruit III" pay is paid from the successful completion of Field Training until 6 months later or through the successful completion of probation. Upon completion of probation, employees will be moved to the appropriate Police Officer pay step based upon the date of hire.

### **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 126 PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON MARCH 14, 2022 AND BY THE MEMBERSHIP OF THE PSEA ON MARCH 5, 2022. AGREEMENT UPDATED \_\_\_\_\_.

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

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Michael Sullivan  
Negotiator

Date

## APPENDIX B – PSEA 2025 PAY SCALE

[illegible]



**RESOLUTION NO. 5145**

**A RESOLUTION STATING THE CITY OF FAIRBANKS LEGISLATIVE  
AND CAPITAL PRIORITIES FOR 2025**

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

**WHEREAS**, the City has identified the following legislative and capital priorities, and the public had an opportunity to hear about these priorities at special work session on November 25, 2024 and to provide comment on the priorities at a regular City Council meeting on December 2, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** that the 2025 legislative and capital priorities of the City of Fairbanks are as follows:

2025 Legislative Priorities

1. Concern about the high PERS rate of 22% being charged to municipalities.
2. Mitigate municipalities' liability regarding the PFOS/PFOA ground water contamination and fund remediation efforts for PFOS/PFOA ground water contamination.
3. Allow Tier 1, 2, and 3 PERS retirees to continue to collect retirement if they return to work to fill critical shortages under Tier 4.
4. Maintain SART funding to help communities meet testing liabilities.
5. Ensure the University of Alaska in Fairbanks is the priority for university operational and capital funding.
6. Allocate funding to prioritize the development and expansion of a crisis behavioral health system in the State of Alaska.
7. Establish legislation with significant fines/penalties for intentionally exposing first responders and medical personnel to bodily fluids.
8. Update AS 40.25.110 to allow for fees to be applied for any video copying and/or editing required for a public records request.
9. Exempt local governments from vehicle registration fees.
10. Maintain a baseline of \$60 million annually in Community Assistance Program funding.
11. Allow housing activities under the State of Alaska Community Development Block Grant.
12. Adjust legislation around child abandonment laws to allow for "baby boxes."
13. Fund the Emergency Service Patrol in Fairbanks.

2025 Capital Priorities

1. Design and establish an Interior Alaska Regional Emergency Vehicle Operation Course track.

2. Provide funding for ALMR Radios required by State of Alaska system upgrade.
3. Support funding for Moore Street Seniors Inc. to upgrade Moore Street Senior Apartments.

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

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

---

**David Pruhs, Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

---

D. Danyielle Snider, MMC, City Clerk

---

Thomas A. Chard II, City Attorney

## **PROGRAMMATIC/LEGISLATIVE PRIORITIES**

### **1. Concern about the high PERS rate of 22% being charged to municipalities.**

The majority of the 22% we are mandated to pay goes to retire the legacy debt of the original defined benefit retirement plan (PERS). From FY2008 to FY2023, all PERS employers (State and municipalities) have paid an additional \$7.7 billion toward the unfunded liability. Locally, the FNSB and two cities within have paid \$132.2 million for their share of this liability. These payments, unfortunately, will continue for years to come. This is possibly the largest financial fiasco in the State's history. The municipalities had a reasonable expectation that the State would be proper stewards of these funds and learned far too late that this was incorrect. If State leaders truly feel that the new DB program will work, then we request that all municipalities be exempt from paying off any new debt created by this new plan. This would be fair, as the City of Fairbanks has no control over the management of these funds.

### **2. Mitigate municipalities' liability regarding the PFOS/PFOA ground water contamination and fund remediation efforts for PFOS/PFOA ground water contamination.**

The City of Fairbanks requests relief from the Alaska Department of Environmental Conservation (ADEC) plume characterization requirements related to the Perfluoro octane Sulfonate (PFOS)/Perfluorooctanoic Acid (PFOA) contamination at the Fairbanks Regional Fire Training Center. The contamination at the training center occurred over decades of use by all the regional fire services including city, borough, and state agencies. The City also requests State funding for PFOS/PFOA mitigation efforts. PFOS/PFOA contamination is a world-wide health concern with countless contributing factors to the contamination. The City anticipates changes in PFOS/PFOA regulations will require additional mitigation efforts, to include the decommissioning of private wells, which will cost more than the local community can afford.

### **3. Allow Tier 1, 2, and 3 PERS retirees to continue to collect retirement if they return to work to fill critical shortages under Tier 4.**

With the nationwide labor pool shortages, allowing Tier 1, 2, and 3 PERS retirees to continue to collect retirement if they return to work could help fill critical staffing shortages in positions that fall under Tier 4. Many agencies are having difficulty finding good candidates for jobs, and a simple tweak to the current PERS system could create a huge pool of quality applicants for PERS positions. The basic concept is for the State of Alaska to allow PERS Tier 1, 2, & 3 employees to retire, collect their retirement, and return to the workforce under the Tier 4 system. This would allow them to be paid their retirement while rejoining the workforce and paying into the PERS system again. It would bring qualified and experienced workers back to PERS jobs and allow agencies to build back the workforce.

**4. Maintain SART funding to help communities meet testing liabilities.**

The City of Fairbanks requests that the SART funding dedicated to Fairbanks be maintained to help offset the current costs of the demands.

**5. Ensure the University of Alaska in Fairbanks is the priority for university operational and capital funding.**

The City of Fairbanks requests that the University of Alaska in Fairbanks is the priority for university funding.

**6. Allocate funding to prioritize the development and expansion of a crisis behavioral health system in the State of Alaska.**

The City of Fairbanks requests that the legislature prioritize funding for continued development and expansion of the crisis behavioral health system. Sustaining services of the 988 Suicide & Crisis Lifeline and existing Mobile Crisis Teams (MCTs) and supporting the infrastructure needed for more MCTs and Crisis Stabilization Centers across the state will provide for the comprehensive, appropriate, and immediate provision of behavioral health services across Alaska. The Alaska Mental Health Trust Authority has supported Fairbanks by funding an MCT and a Crisis Now Coordinator for four years. The state needs to increase funding for life-saving crisis services, which will reduce costly treatment in more restrictive environments. A Crisis Stabilization Center in the Interior would accept drop-offs from law enforcement and other public safety entities, offsetting valuable time for first responders across the region and providing an alternative to costly and traumatic incarcerations and hospitalizations for individuals. It would also reduce the burden on families in the Interior region seeking treatment outside the state or in Anchorage for loved ones. Medication-assisted treatment services would be used at the centers to provide direct and immediate support to individuals suffering from substance use disorders, including fentanyl misuse.

**7. Establish legislation with significant fines/penalties for intentionally exposing first responders and medical personnel to bodily fluids.**

It has become common for members of the public to intentionally spit on police officers and paramedics. These incidents account for approximately 20% of all the reported employee safety incidents for the City of Fairbanks. The City of Fairbanks requests the State impose significant fines and penalties for individuals who intentionally expose first responders to bodily fluids to deter this type of behavior.

**8. Update AS 40.25.110 to allow for fees to be applied for any video copying and/or editing required for a public records request.**

One of the most frequent record requests to the City of Fairbanks is for body/vehicle/ interview-room camera footage from the Fairbanks Police Department (FPD). While the FPD appreciates the ability to share these videos, the department must block out any

identifying information that the requestor is not authorized to have. This information can include bystander faces, license plates, identification cards, etc. The video editing required for even a simple traffic stop can be quite time-consuming and expensive. Currently AS 40.25.110 only allows for fees to be collected for personnel costs of requests that exceed five person-hours in a calendar month, and other fees cannot exceed the standard unit cost of duplication. The City of Fairbanks requests that the State amend AS 40.25.110 to allow public agencies to establish a per-hour fee for video record requests.

**9. Exempt local governments from vehicle registration fees.**

The City of Fairbanks requests a one-time registration for government-owned vehicles and equipment. This requirement will reduce staff time and costs related to maintaining vehicle registrations for the many vehicles in the City's fleet.

**10. Maintain an annual baseline of \$60 million in the Community Assistance Program.**

The City of Fairbanks is concerned with the reductions in the community assistance program and requests the State restore a baseline of \$60 million annually to the program.

**11. Allow housing activities under the State of Alaska Community Development Block Grant.**

According to the U.S. Department of Housing and Urban Development, the Community Development Block Grant Program (CDBG) provides annual grants to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for low- and moderate-income persons. While housing activities are eligible under CDBG guidelines, the State of Alaska CDBG program does not allow housing activities and will not award funds for acquisition of property for permanent housing, rehabilitation of permanent housing, conversion of non-residential structures into permanent housing, or activities connected with new housing construction. Removing housing activities eligible under the federal program limits the City's ability to help residents of our community with a crucial need of finding and providing safe and affordable housing for all.

**12. Adjust legislation around child abandonment laws to allow for "baby boxes."**

The Safe Haven Baby Boxes Program prevents illegal abandonment of newborns by raising awareness, offering a 24-hour hotline for mothers-in-crisis, and offering a last-resort surrender option. The primary purpose of the program is to eliminate infant death by abandonment. The use of baby boxes in the Interior will offer a method for preventing infant death due to abandonment.

### **13. Fund the Emergency Service Patrol in Fairbanks.**

The City of Fairbanks requests \$300,000 for the City's emergency service patrol (ESP). Title 47 (AS 47.37) mandates that persons who are incapacitated by alcohol or drugs must be taken into protective custody by a peace officer or member of an ESP. The City seeks to continue its ESP for city-wide transport of incapacitated persons. The ESP is the most efficient and cost-effective means of meeting the state-imposed mandates under Title 47.

## **CAPITAL PRIORITIES**

### **1. Design and establish an Interior Alaska Regional Emergency Vehicle Operation Course track.**

Operating a police vehicle is a highly demanding and high-risk responsibility for officers, necessitating specialized skills and experience to ensure the safety of all parties involved. Fairbanks, as a significant center for law enforcement training, lacks an adequate facility for vehicle training. Officers have had to use suboptimal locations such as dirt pads, borrowed parking lots, and runways, which do not fulfill training requirements. Establishing a dedicated training area is crucial for enhancing safety and preparedness. Additionally, the facility could serve the fire and public works departments, facilitate community engagement events such as safety days, and provide defensive driving courses. This strategic investment would improve training effectiveness and substantially mitigate safety risks for both officers and the community. The estimated cost is \$2,700,000.

### **2. Provide funding for ALMR Radios required by State of Alaska system upgrade.**

Over the last decade, police and fire radios have been nearing the end of their service life. Alaska Land Mobile Radio (ALMR), the digital radio service required by the State of Alaska, requires upgrades to the infrastructure and devices themselves. Several radios are past the ability to receive these updates and will need to be completely replaced. Some radios are broken and need to be repaired. According to ALMR, multiple police and fire vehicle and portable handheld radios' usability will expire by 2026. The estimated cost to upgrade and purchase new radios is \$400,000.

### **3. Support funding for Moore Street Seniors Inc. to Upgrade Moore Street Senior Apartments.**

In 2022, the Legislature provided \$378,103 to the Moore Street Senior Apartments in Fairbanks for windows, siding, and automatic doors. Due to extraordinary increases in construction costs, the original estimated budget was not enough to complete the necessary upgrades. The automatic door openers were installed with additional funding from Rasmuson Foundation and Kinross. There is a remaining balance of \$351,103 available for windows and siding, however, an additional \$450,000 is needed.

Introduced by: Mayor David Pruhs  
Introduced: December 2nd, 2024

**RESOLUTION NO. 5146**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO  
PARTICIPATE IN THE FFY2024 COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) PROGRAM**

**WHEREAS**, a public hearing was held by the City of Fairbanks on October 25, 2024, and a record of that meeting is attached as Attachment A; and

**WHEREAS**, community members expressed support to apply for funds to upgrade the Moore Street parking lot to repave and fix drainage issues, cracks and obstructions, land which is owned by the City of Fairbanks (see Attachment B); and

**WHEREAS**, the City of Fairbanks is eligible to apply for a grant in the amount of \$640,000 from the Alaska Department of Commerce, Community, and Economic Development under the Community Development Block Grant (CDBG) program; and

**WHEREAS**, the value of the land at 1420 and 1424 Moore Street will provide a 25% in-kind match, and Moore Street Seniors, Inc. will provide an additional \$1,000 cash match.

**NOW, THEREFORE, BE IT RESOLVED** by the Fairbanks City Council that the Mayor or his designee is hereby authorized to request funds from the CDBG Program and to negotiate and execute any and all documents required for granting and managing funds on behalf of the City of Fairbanks for the Moore Street parking lot upgrade project.

**BE IT FURTHER RESOLVED** that the Mayor or his designee is authorized to execute subsequent amendments to the CDBG agreement to provide for adjustments to the project within the scope of services or tasks, based upon the needs of the project.

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

---

**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Thomas A. Chard II, City Attorney



**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 5146

Abbreviated Title: Participation in FFY24 CDBG Program

Department(s): Engineering Department

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? see below

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

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

PROJECTS:	Infrastructure	Building	Equipment	Total
Moore Street Parking Lot Upgrade	\$640,000	\$0	\$0	\$640,000
<b>TOTAL</b>	<b>\$640,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$640,000</b>

FUNDING SOURCE:	Infrastructure	Building	Equipment	Total
Grant Fund (Federal & Local Match)	\$640,000	\$0	\$0	\$640,000
				\$0
				\$0
<b>TOTAL</b>	<b>\$640,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$640,000</b>

Moore Street Seniors, Inc leases the lot (lot 1 B) located at 1420 Moore St from the City of Fairbanks. The lease is effective until December 31, 2069. The value of the land at 1420 (\$130,675) & 1424 (\$465,482) Moore Street will provide the 25% in-kind match for the grant, with Moore Street Seniors, Inc. providing a \$1,000 additional cash match for the project. Moore Street Seniors, Inc. will be responsible for maintenance and operations associated with this upgrade.

Reviewed by Finance Department:

Initial sf

Date 11/19/2024

## Attachment A to Resolution No. 5146



### CITY OF FAIRBANKS

CDBG PUBLIC HEARING

October 25, 2024

CITY COUNCIL CHAMBERS

2:00 p.m.

Sarah Fuerst, Grants and Contracts Administration Manager for the City of Fairbanks, opened the meeting to inform the public of the Community Development Block Grant (CDBG) funding opportunity, provide information on program and project categories, and seek recommendations for projects to apply for funding under the FFY24 Alaska Community Development Block Grant (CDBG) Program.

Sarah Fuerst informed attendees that the CDBG is a federal program funded by Housing and Urban Development (HUD) and that the State of Alaska plans to award approximately \$2.5 million in CDBG funds for FFY24. She explained that the State of Alaska is accepting applications from municipal governments and cities for a single project with a maximum request of \$850,000 and recommended match of 25% which could consist of cash and/or in-kind contributions.

The Grants and Contracts Administration Manager gave an overview of the State of Alaska CDBG program objectives that guide the distribution and use of funds which included: potential for long-term positive impact and increase in community self-sufficiency; reduction of clear and imminent threats and conditions detrimental to the health and safety of local residents; construction and improvement of public facilities and the reduction of maintenance and operation costs; development and use of design, engineering, architectural, or feasibility plans as appropriate; economic development including business development, job creation and planning; evidence of strong local support; use of local resources in combination with CDBG funding.

Sarah Fuerst explained that the grants are awarded on a competitive basis and must benefit low- and moderate-income persons and informed attendees of the three categories for project funding: community development, planning, and special economic development. A list of eligible activities for each category was handed out to attendees, presented and described from the FFY24 CDBG Application Handbook.

Sarah Fuerst informed attendees of the following projects that have been funded by the CDBG program: ADA compliant sidewalks on 23<sup>rd</sup>, renovated home to create a homeless youth shelter, Bjerremark subdivision revitalization, purchase of a new platform truck for Fairbanks Fire Department (FFD), and Senior Center Renovations of the kitchen and dining room.

Sarah Fuerst announced that the meeting would shift to presenting a list of projects proposed for the FFY24 CDBG application. The list included the following proposed projects: architectural design for new Fire Station 2 located at 1710 30<sup>th</sup> Avenue, Heavy Rescue Unit purchase for the Fairbanks Fire Department, and upgrade of the Moore St. parking lot. Sarah Fuerst asked if there were any other recommendations for projects that attendees would like to submit at that time. There were no other recommendations for projects from attendees at the time.

Chief Cocco of the Fairbanks Fire Department was in attendance of the meeting and Sarah Fuerst

requested that he come up and speak on the two project ideas that were proposed by FFD. Chief Cocco first explained the need for an architectural design for a new Fire Station 2, noting that the Fire Department's operations have grown and spread out, increasing the need for a properly designed station in Fire Station 2's location. Chief Cocco noted this step is needed before construction could begin at the location.

Next, the Fire Chief described the second project idea submitted by FFD for the purchase of a Heavy Rescue Unit. He described the Heavy Rescue Unit as being a multifaceted unit capable of different rescues and services from car fire suppression to building collapse and water rescues. The Chief stated the unit is crucial when there is a vehicle fire or other type of rescue that needs service when the other engines are in use.

Sarah Fuerst requested that Vivian Stiver, Onsite Manager for the Moore Street Apartments, speak about her project idea for the Moore St. parking lot upgrade. Vivian Stiver gave information on the Moore St. parking lot being used by the Moore Street Senior Apartments, which is affordable housing for seniors, and the Fairbanks Senior Center. Ms. Stiver stated multiple hazardous conditions including drainage issues, water and ice puddles, pavement cracks and uneven surfaces. The overall condition of the parking lot causes mobility and visual issues for seniors who live independently in the apartments, which house seniors who are at an average age of 80.

Sarah Fuerst let attendees know that they would now have an opportunity to vote on what project would be the priority for the FFY24 application submission by raising their hand to show support for projects of their choice. Sarah Fuerst explained that a priority ranking system would be used in case a chosen project was deemed ineligible by the CDBG staff, so that a second priority project could then be used for the application submission. After voting on the projects, the architectural design for Fire Station 2 and the upgrade to the Moore St. parking lot received the same amount of support from attendees.

Having received equal amounts of community support, Sarah Fuerst requested that both project submitters gather additional support from community members to gauge the need for both projects.

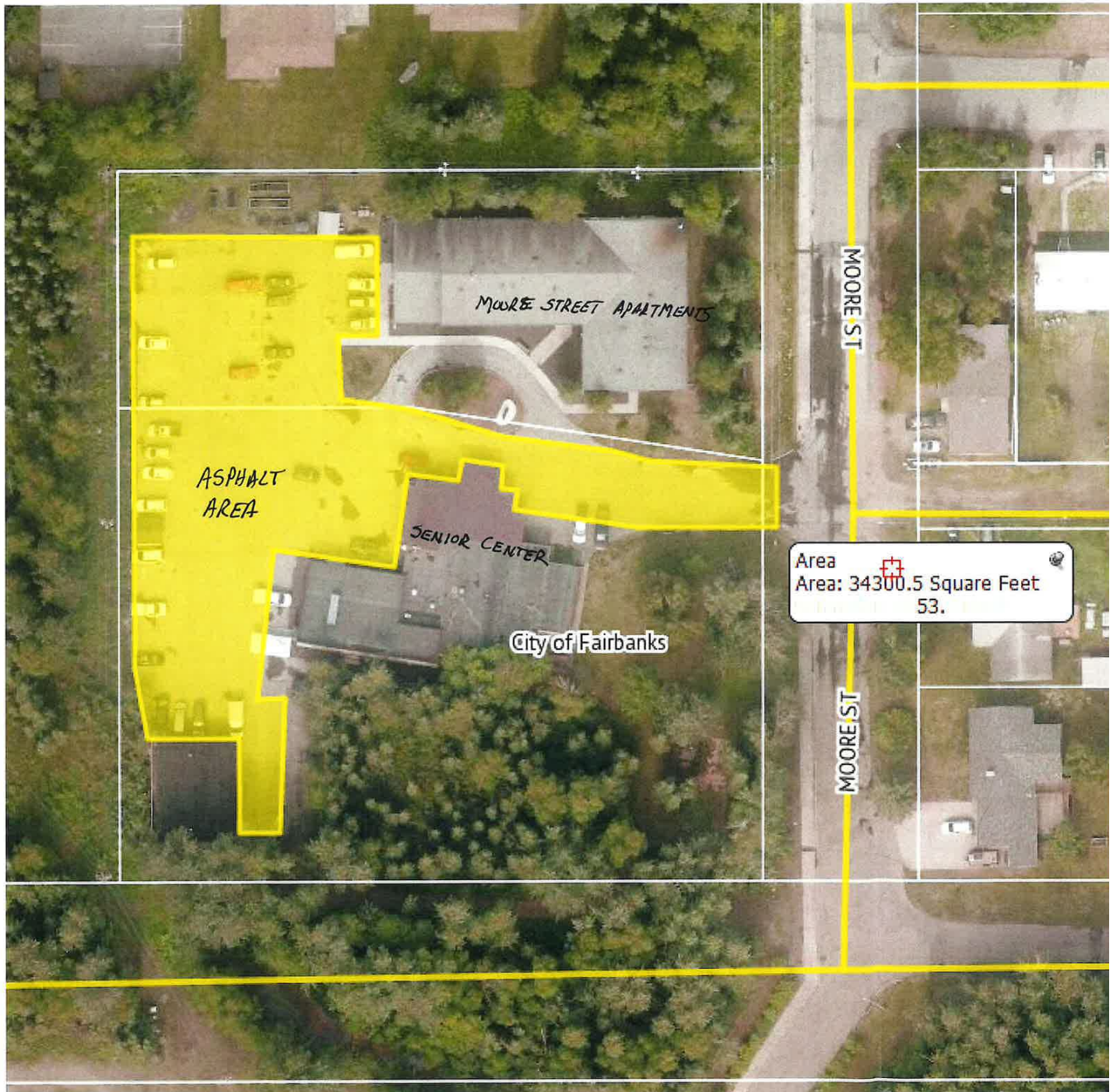
At this time, Ms. Stiver raised her hand for comment. Ms. Stiver stated concerns with the project idea submission process involving accepting project ideas from City of Fairbanks employees who then are allowed to vote on projects. Sarah Fuerst explained that the solicitation request is published in the Fairbanks Daily News Miner and anyone who has an idea to benefit the community can submit it for consideration. She explained that City of Fairbanks employees are also citizens and can propose and vote on projects if they would benefit the community. Ms. Stiver expressed that she felt the Moore Street Senior's project would not receive as much support as the Fire Department's project ideas since they have the support of the Fire Union.

Sarah Fuerst expressed the importance of having strong community support for both projects and restated the need for both submitters to garner support to show community involvement. Sarah Fuerst also stated that the City was not sure if the Fire Department's projects were eligible at the time and would still need to ensure that their submitted project ideas would benefit low- and moderate-income individuals.

Sarah Fuerst thanked attendees for coming and showing an interest in the program.

The hearing was adjourned at 2:31 p.m.

## Attachment B to Resolution No. 5146





## MOORE STREET SENIOR APARTMENTS

Lot 1B of the Replat of Lot 1 of ASLS 80-21, Plat 93-128, F.R.D.

### Parcels\_with\_TaxInfo:

PAN	470,791
Subdivision	ASLS 80-21
Block	
Lot	01B
Parcel Type	Lot
Parcel Name	
Record Name	1993-128
Record Date	3/22/1993, 3:00 PM
Record Area	42,427.00
Record Area Units	sq ft
Assessing_Neighborhood	Van Horn Industrial (City)
Assessing_Primary_Use	Exempt
Business	Moore Street Seniors
CityStateZip	FAIRBANKS AK 99701 4615
Country	
Improvements	2,514,078.00
Land_Value	130,675.00
Mailing_Address	800 CUSHMAN ST
MillRate	16.51
Owner1	FAIRBANKS CITY OF
Owner2	MONROE STREET SENIORS INC
Owner3	
Tax_Status	COMMUNITY PURPOSE
Tax_Year	2,024
Total_Value	2,644,753.00

## NORTH STAR COUNCIL ON AGING - SENIOR CENTER

Lot 1A of the Replat of Lot 1 of ASLS 80-21, Plat 93-128, F.R.D.

### Parcels\_with\_TaxInfo:

PAN	94,072
Subdivision	ASLS 80-21
Block	
Lot	01A
Parcel Type	Lot
Parcel Name	
Record Name	1993-128
Record Date	3/22/1993, 3:00 PM
Record Area	1.78
Record Area Units	acres
Assessing_Neighborhood	Van Horn Industrial (City)
Assessing_Primary_Use	Exempt
Business	Meals on Wheels
CityStateZip	FAIRBANKS AK 99701 5716
Country	
Improvements	742,997.00
Land_Value	465,482.00
Mailing_Address	1424 MOORE ST
MillRate	16.51
Owner1	NORTH STAR COUNCIL ON AGING
Owner2	FAIRBANKS CITY OF
Owner3	
Tax_Status	COMMUNITY PURPOSE
Tax_Year	2,024
Total_Value	1,208,479.00

Introduced by: Mayor David Pruhs  
and all City Councilmembers  
Date: December 2, 2024

## **RESOLUTION NO. 5147**

### **A RESOLUTION TO FORM A COOPERATIVE AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND MOORE STREET SENIORS, INC. TO PARTICIPATE IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

**WHEREAS**, the City of Fairbanks has created Resolution No. 5146 to participate in the FFY2024 Community Development Block Grant Program; and

**WHEREAS**, the City of Fairbanks and Moore Street Seniors, Inc. agree to cooperate in the submission of an application for CDBG funds and agree to cooperate in the implementation of the submitted CDBG project as approved by the Alaska Department of Commerce, Community, and Economic Development (DCCED); and

**WHEREAS**, the City of Fairbanks and Moore Street Seniors, Inc. agree that the infrastructure upgrades will enhance safety for the residents of the Moore Street Senior Apartments for over 20 years; and

**WHEREAS**, the City of Fairbanks and Moore Street Seniors, Inc. will enter into a written cooperative agreement to participate in the CDBG program; and

**WHEREAS**, Moore Street Seniors, Inc. understands that the City of Fairbanks will act as the applicant and will have the ultimate responsibility to assume all obligations under the terms of the grant, including assuring compliance with all applicable laws and program regulations and performance of all work in accordance with the contract; and

**WHEREAS**, Moore Street Seniors, Inc. understands that the City of Fairbanks and DCCED will have access to all grant records and the authority to monitor all activities; and

**WHEREAS**, the grant requires a match of \$160,000 (25% minimum), and the City will provide an in-kind match with the value of the land at 1420 Moore Street (\$130,675) and 1424 Moore Street (\$465,482), with Moore Street Seniors, Inc. providing an additional cash match of \$1,000 for the project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor is authorized to execute a cooperative agreement with Moore Street Seniors, Inc. to participate in the CDBG program.

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

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**David Pruhs, City Mayor**

AYES:

NAYS:

ABSENT:

APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney



**RESOLUTION NO. 5148**

**A RESOLUTION AMENDING THE *CITY SCHEDULE OF FEES AND CHARGES FOR SERVICES* BY ELIMINATING THE FEE FOR TELEPHONIC PAYMENTS**

**WHEREAS**, Ordinance No. 5744 adopted the *City Schedule of Fees and Charges for Services* and provided that the Schedule could be amended by resolution; and

**WHEREAS**, in 2009, a telephonic credit card fee of \$10 per transaction was added to the *City Schedule of Fees and Charges for Services* due to the time-consuming nature of taking credit card payments by phone and the increased likelihood for error; and

**WHEREAS**, the City of Fairbanks provides a portal for utility customers to pay their bill online, including a new option for online enrollment in autopay via credit or debit card and a pay-by-phone option via an Interactive Voice Response (IVR) system, thus reducing the call volume for phone payments at the City Clerk's Office; and

**WHEREAS**, the City of Fairbanks is working to expand the online payment portal to allow for other types of transactions to include payments for citations, impounds, general billing, permitting, and business licensing; and

**WHEREAS**, in January 2024, the City of Fairbanks began charging a credit card processing fee for all non-utility credit and debit card payments, including payments taken over the phone; and

**WHEREAS**, the City Clerk's Office strives to provide great customer service to all and to minimize the frustration of citizens paying bills, fines, penalties, interest, or fees to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA**, that the attached version of the Administrative Section of the *City Schedule of Fees and Charges for Services* eliminating the fee for telephonic payments is approved.

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

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**David Pruhs, Mayor**

AYES:

NAYS:

ABSENT:

APPROVED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Thomas A. Chard II, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 5148

Abbreviated Title: RESOLUTION ELIMINATING THE FEE FOR TELEPHONIC PAYMENTS

Department(s): CLERKS

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes \_\_\_\_\_ No x

2) additional support or maintenance costs? Yes \_\_\_\_\_ No x

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes \_\_\_\_\_ No x

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

PROJECTS:	TOTAL
<b>TOTAL</b>	<b>\$ -</b>

FUNDING SOURCE:	TOTAL
GENERAL FUND [MISCELLANEOUS REVENUE]	\$ (1,890.00)
<b>TOTAL</b>	<b>\$ (1,890.00)</b>

This fiscal note reflects the average of the following years: \$1,840 in 2021, \$2,280 in 2022, and \$1,550 in 2023. To date, the City received \$980 for this service. The online system was available on October 1, 2024.

Prepared by Finance Department: Initial mb Date 11/21/2024

## City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 5148 - Effective December 7, 2024

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description
<b>Administrative</b>		Copy of Annual Budget or CAFR			Actual cost of commercial preparation
		Non-Utility Credit/Debit Card Transaction Fee	Up to 3.60% of transaction, minimum \$2.50		Fee applies to all credit and debit card payments, except utility payments
	2-601	Returned Check	\$ 50.00		Per check
		Copy of Police Report	\$ 25.00		Per report (victim not charged)
		<del>Charges for Telephonic Payments</del>	<del>\$ 10.00</del>		<del>Per payment</del>
		Certified Copy	\$ 10.00		Per record; flat rate
		Corrective Deed	\$ 100.00		Non-Refundable Application Fee
			\$ 100.00		Recording fee
			\$ 75.00		Hourly rate for professional staff time (rounded from \$83)
		Temporary Caterer's Application	\$ 25.00		3 or more days notice (rounded from \$28)
			\$ 50.00		Less than 3 days notice
	46-42	Noise Variance	\$ 100.00		Non-refundable application - permit fee

**RESOLUTION NO. 5149**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO ACCEPT FUNDS FROM THE ALASKA DIVISION OF HOMELAND SECURITY FOR THE FFY2024 STATE HOMELAND SECURITY PROGRAM**

**WHEREAS**, the City of Fairbanks has been notified by the Alaska Division of Homeland Security and Emergency Management that the City has been awarded State Homeland Security Program (SHSP) funds to address planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events; and

**WHEREAS**, the City of Fairbanks has been awarded \$59,000 to purchase mobile radios (\$53,000) and multi-casualty incident triage kits (\$6,000) for Fairbanks Fire Department; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting funds on behalf of the City for the FFY2024 State Homeland Security Program grant.

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

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**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 5149

Abbreviated Title: FFY2024 State Homeland Security Program

Department(s): FFD

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? see below

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

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

PROJECTS:	Equipment	Training	Other	Total
FFD Mobile Radios	\$53,000	\$0	\$0	\$53,000
FFD MCI Triage Kits	\$6,000			\$6,000
<b>TOTAL</b>	<b>\$59,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$59,000</b>

FUNDING SOURCE:	Equipment	Training	Other	Total
Grant Funds (Federal Pass-Through from State)	\$59,000	\$0	\$0	\$59,000
<b>TOTAL</b>	<b>\$59,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$59,000</b>

The operations and maintenance associated with the FFD mobile radios will be performed by the selected vendor, costs for maintenance will be incorporated into the annual general fund budget. There are no ongoing costs anticipated from the MCI triage kits.

Reviewed by Finance Department:

Initial sf

Date 11/21/2024

Introduced by: Mayor David Pruhs  
Councilmember Tidwell  
Councilmember Marney  
Councilmember Ringstad  
Councilmember Therrien  
Councilmember Sprinkle  
Introduced: December 2, 2024

**ORDINANCE NO. 6300**

**AN ORDINANCE ESTABLISHING A SUPPLEMENTAL  
RETIREMENT PERMANENT LIFE INSURANCE PLAN FOR THE  
CITY ATTORNEY AND DEPUTY CITY ATTORNEY TO  
ENHANCE RECRUITMENT AND RETENTION**

**WHEREAS**, the City of Fairbanks must maintain effective recruiting and retention efforts within a competitive workforce and has staffing concerns within the Legal Department; and

**WHEREAS**, a permanent life insurance plan can allow the insured to receive living benefits and lifetime income; and

**WHEREAS**, a permanent life insurance plan can provide immediate death benefits to those insured as well as tax-deferred growth that can provide retirement benefits in the future; and

**WHEREAS**, offering a permanent life insurance plan to the City Attorney and Deputy City Attorney would enhance recruitment and retention, therefore, reducing staffing concerns.

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

**SECTION 1.** The City of Fairbanks will offer a supplemental retirement permanent life insurance plan to the City Attorney and Deputy City Attorney.

**SECTION 2.** The City of Fairbanks will provide an annual payment of \$10,000 to the permanent life insurance plan on behalf of full-time permanent City Attorney and Deputy City Attorney during their employment with the City.

**SECTION 3.** The City of Fairbanks will require the employee to be vested for ten years to receive the benefits of the plan.

**SECTION 4.** The effective date of this Ordinance is January 1, 2025.

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**David Pruhs, City Mayor**

YEAS:  
NAYS:  
ABSENT  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney



**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 6300

Abbreviated Title: ORDINANCE ESTABLISHING A PERMANENT LIFE INSURANCE PLAN

Department(s): LEGAL

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? see below

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

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

<b>EXPENDITURES:</b>	<b>2025+</b>	<b>TOTAL</b>
PERMANENT LIFE INSURANCE PLAN	\$ 20,000	\$ 20,000
<b>TOTAL</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>

<b>FUNDING SOURCE:</b>	<b>2025+</b>	<b>TOTAL</b>
GENERAL FUND [LEGAL]	\$ 7,000	\$ 7,000
RISK FUND	\$ 13,000	\$ 13,000
<b>TOTAL</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>

The City of Fairbanks will provide \$10,000 a year for a permanent life insurance plan for the City Attorney and Deputy City Attorney in the Legal Department. The plan will be funded through the annual budgeting process.

Reviewed by Finance Department:

Initial mb

Date 11/19/2024

**ORDINANCE NO. 6301**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE  
SECTION 50-205, ADDING DR. MARTIN LUTHER KING JR. DAY  
AS AN OBSERVED CITY HOLIDAY**

**WHEREAS**, the Reverend Dr. Martin Luther King, Jr. devoted his life to the struggle for justice and equality; and

**WHEREAS**, the third Monday in January is observed as a federal and state holiday recognizing the life and legacy of Dr. King; and

**WHEREAS**, for over a decade the City of Fairbanks has honored the work of Dr. King by recognizing the third Monday in January as a day of service and encouraged City employees to use part of their on-duty day to attend training on diversity and cultural awareness and to engage in volunteer activities to help those in need; and

**WHEREAS**, the City continues to encourage activities that raise awareness and promote service in honor of Dr. King.

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

**SECTION 1.** Fairbanks General Code, Section 50-205(a), is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strike through~~ font]:

**Sec. 50-205. - Holidays.**

(a) The following days are observed as holidays:

(1) January 1—New Year's Day;

**(2) Third Monday in January—Martin Luther King, Jr.'s Birthday;**

~~(2)~~ **(3)** Third Monday in February—Presidents Day;

~~(3)~~ **(4)** Last Monday in May—Memorial Day;

~~(4)~~ **(5)** July 4—Independence Day;

~~(5)~~ **(6)** First Monday in September—Labor Day;

~~(6)~~ **(7)** November 11—Veterans Day;

~~(7)~~ **(8)** Fourth Thursday in November—Thanksgiving Day;

~~(8)~~ **(9)** December 25—Christmas Day;

~~(9)~~ **(10)** Personal holiday (2).

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

\_\_\_\_\_  
**David Pruhs, Mayor**

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Thomas A. Chard II, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 6301

Abbreviated Title: ORDINANCE AMENDING FGC SECTION 50-205 ADDING DR KING JR HOLIDAY

Department(s): ALL [EXCEPT FIRE DEPARTMENT]

Does the adoption of this ordinance or resolution authorize:

- 1) additional costs beyond the current adopted budget? Yes \_\_\_\_\_ No X
- 2) additional support or maintenance costs? Yes \_\_\_\_\_ No X  
If yes, what is the estimate? see below
- 3) additional positions beyond the current adopted budget? Yes \_\_\_\_\_ No X  
If yes, how many positions? \_\_\_\_\_  
If yes, type of positions? \_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

<b>EXPENDITURES:</b>	<b>2025+</b>	<b>TOTAL</b>
TEMPORARY PAY FOR ADDITIONAL LABORERS [PUBLIC WORKS]	\$ 4,080	\$ 4,080
HOLIDAY OVERTIME PAY [POLICE AND FECC]	\$ 29,805	\$ 29,805
<b>TOTAL</b>	<b>\$ 33,885</b>	<b>\$ 33,885</b>

<b>FUNDING SOURCE:</b>	<b>2025+</b>	<b>TOTAL</b>
GENERAL FUND [POLICE, FECC, PUBLIC WORKS]	\$ 33,885	\$ 33,885
<b>TOTAL</b>	<b>\$ 33,885</b>	<b>\$ 33,885</b>

Since the budget includes the cost for all working hours for staff, this fiscal note reflects overtime costs for working on the holiday for Police and FECC and double garbage day for Public Works. The Fire Department observes this day as a holiday and has one personal holiday. If the Fire Department receives another personal holiday, the total cost for the holiday is \$128,490 (includes overtime cost).

Prepared by Finance Department:

Initial mb

Date 11/21/2024

**ORDINANCE NO. 6302**

**AN ORDINANCE ADOPTING THE 2025 LAVERY  
TRANSPORTATION CENTER BUDGET**

**WHEREAS**, the City of Fairbanks owns the Lavery Transportation Center and has a management agreement with Fairbanks Parking Authority; and

**WHEREAS**, the proposed budget was presented by Fairbanks Parking Authority for the operating costs of the Lavery Transportation Center.

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

**SECTION 1.** There is hereby appropriated to the 2025 Fairbanks Transportation Fund budget the following sources of revenue and expenses in the amounts indicated for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025.

**FAIRBANKS TRANSPORTATION CENTER FUND**

REVENUE	PROPOSED BUDGET	INCREASE (DECREASE)	COUNCIL APPROPRIATION
Parking Garage Revenue	\$ 219,000	\$ -	\$ 219,000
Total revenue appropriation	\$ 219,000	\$ -	\$ 219,000
EXPENSES			
Operating Contract	219,000	-	219,000
Total expenses appropriation	\$ 219,000	\$ -	\$ 219,000
2024 estimated capital fund balance	\$ 5,741,103	\$ -	\$ 5,741,103
Increase (Decrease) to fund balance	-	-	-
2025 estimated capital fund balance	\$ 5,741,103	\$ -	\$ 5,741,103

**SECTION 2.** All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025.

**SECTION 3.** The effective date of this ordinance shall be five days after adoption.

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**David Pruhs, Mayor**

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney

*City of Fairbanks*

**MEMORANDUM**



To: City Council Members  
From: David Pruhs, City Mayor  
Subject: Request for Concurrence – Permanent Fund Review Board  
Date: November 26, 2024

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The term of Seat B on the Permanent Fund Review Board currently filled by Patty Mongold will expire on December 31, 2024. Ms. Mongold has been a longtime member of the Board and has applied for reappointment.

I hereby request your concurrence with the following **reappointment** to the Permanent Fund Review Board:

Seat B:	Ms. Patty Mongold	Term to Expire:	December 31, 2027
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Ms. Mongold's application is attached.

Thank you.

dds/



City of Fairbanks, Alaska

# Permanent Fund Review Board

## Board Details

The Permanent Fund Review Board shall advise and make recommendations to the City Council concerning investment policy, strategy, and asset selection and allocation of the permanent fund. The Board may use the services of a professional investment advisor/manager in rendering its advice and recommendations to the City Council.

### Overview

- ☐ **Size** 5 Seats
- ☐ **Term Length** 3 Years
- ☐ **Term Limit** N/A

### Additional

#### Board/Commission Characteristics

The Mayor, with confirmation from the City Council, shall appoint five members to the Permanent Fund Review Board. Members shall possess some background in any one or more fields in accounting, banking, financial investment advisement, securities regulation, public finance, or other similar professional fields regulated by the State of Alaska or other professional or national organizations. Each member shall serve a three-year term.

#### Meetings

The Permanent Fund Review Board was formed in accordance with the Fairbanks Home Rule Charter, Section 8.8(b). Meetings are held quarterly at City Hall in the Council Chambers and are open to the public. Special meetings may be called by the chairman or by a majority of the members. A majority of the board shall constitute a quorum and a majority shall be necessary to carry any question. Minutes shall be kept as a permanent record of all meetings and shall be filed in the Office of the City Clerk.

#### Enacting Legislation

FGC 2-256 through 2-262

#### Enacting Legislation Website

<http://bit.ly/2EE2wpa>

#### Joint Commission Details

N/A

#### Email the Commission Members

[permanentfundadvisoryboard@fairbanks.us](mailto:permanentfundadvisoryboard@fairbanks.us)



Profile

Patty

First Name

Mongold

Last Name

Email Address

Are you a City of Fairbanks resident? \*

☒ Yes

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Permanent Fund Review Board: 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?

I have been banking for over 45 years and have been on the City Permanent Fund Review Board for 5 terms. I have a vested interest in the success of the Permanent Fund since I am a city resident.

Please provide a brief personal biography in the space below, or attach a resume.

I am a life long resident of the City of Fairbanks. I am employed at Mt. McKinley Bank and have been in the position of President and CEO for 10 years. We have an extensive investment portfolio here at the bank and that helps me on the Permanent Fund Review Board.

List any professional licenses or training you believe are relevant to the seat you are applying for.

None.