



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2024-24  
**REGULAR MEETING – NOVEMBER 18, 2024**  
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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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

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
4530	Blue Flame Bar & Grill	Beverage Dispensary	Midnight Sun Catering Services, LLC	95 10th Avenue
4174	Big Daddy's Bar-B-Q and Banquet Hall	Beverage Dispensary	RTG, LLC	107 Wickersham Street

- 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
15800	Baked Alaska, LLC	Marijuana Product Manufacturing Facility	Baked Alaska, LLC	2745 Hanson Road, Unit B

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

Type/License: Beverage Dispensary, License #328  
To DBA: Lat 65 Brewing Company  
To Owner: Latitude 65 Brewing Company, LLC  
To Location: 150 Eagle Avenue, Fairbanks  
From DBA: Drop-In Lounge  
From Owner: N & P Enterprises, LLC  
From Location: 1420 S. Cushman Street, Fairbanks

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCILMEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6291 – An Ordinance Increasing Staffing in the Fairbanks Fire Department by Six Firefighter and Three Captain Positions and Amending the 2024 Operating Budget. Introduced by Councilmembers Tidwell and Sprinkle. Advancement was POSTPONED from the Regular Meeting of September 23, 2024. If advanced, a second reading and public hearing will be held.

- b) 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. SECOND READING AND PUBLIC HEARING.

## 12. NEW BUSINESS

- \*a) Resolution No. 5144 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Transportation for the FY2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program for Island Homes Subdivision Reconstruction. Introduced by Mayor Pruhs.
- \*b) 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.
- \*c) Ordinance No. 6297 – An Ordinance Adopting the 2025 Operating and Capital Budgets. Introduced by Mayor Pruhs.
- \*d) Ordinance No. 6298 – An Ordinance Amending Fairbanks General Code Chapter 2, Section 655, Multiyear Contracts, Clarifying Requirements for Amendments to Multiyear Contracts. Introduced by Council Member Cleworth.
- \*e) 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.

## 13. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- \*a) Appointment to the Fairbanks Diversity Council
- \*b) Recommendation for Appointment to the FNSB Planning Commission
- \*c) Discretionary Fund Committee Meeting Minutes of February 6, 2024
- \*d) Fairbanks Diversity Council Meeting Minutes of October 8, 2024
- \*e) Clay Street Cemetery Commission Meeting Minutes of October 9, 2024

## 14. COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

## 15. CITY CLERK'S REPORT

16. CITY ATTORNEY'S REPORT

17. EXECUTIVE SESSION

18. ADJOURNMENT



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 13, 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
4530	Blue Flame Bar & Grill	Beverage Dispensary	Midnight Sun Catering Services, LLC	95 10th Avenue
4174	Big Daddy's Bar-B-Q and Banquet Hall	Beverage Dispensary	RTG, LLC	107 Wickersham Street

Pursuant to FGC Sec. 14-178 the Council must determine whether to protest alcohol license renewal applications after holding a public hearing. The 60-day response deadline to AMCO is December 6, 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.

# CITY OF FAIRBANKS PUBLIC SAFETY

## Event List with Report Numbers

Blue Flame at 95 Tenth 10.13.23 to 10.11.24

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	09/02/2024 13:38:52	FOUND PROPERTY -	95 TENTH AVE	S15	NRP	09/03/2024 09:18:04
	08/24/2024 13:30:31	10-36	95 TENTH AVE	S39	WARN	08/24/2024 13:33:36
	05/12/2024 16:04:20	PAST DISTURBANCE -	95 TENTH AVE	O6	NRP	05/12/2024 16:13:58
	04/29/2024 00:38:11	DISTURBANCE VERBAL	95 TENTH AVE	O16	NRP	04/29/2024 00:53:52
	04/26/2024 20:38:24	MISCHIEF - CHARLIE	95 TENTH AVE	O11	NRP	04/26/2024 21:31:46
	04/15/2024 13:07:10	DRUGS - USE - CHARLIE	95 TENTH AVE	O31	NRP	04/15/2024 13:22:46
	03/14/2024 22:40:12	MVC - NO INJURIES -	95 TENTH AVE	DESK	NRP	03/14/2024 22:57:35
24000293	01/28/2024 13:30:44	TRESPASS/UNWANTED -	95 TENTH AVE	O31	RPT	01/28/2024 15:14:06
	01/06/2024 03:52:36	TRESPASS/UNWANTED -	95 TENTH AVE	O5	NRP	01/06/2024 04:04:50
	12/15/2023 16:10:42	TRESPASS/UNWANTED -	95 TENTH AVE	L4	NRP	12/15/2023 17:20:07
	12/13/2023 13:31:08	WELFARE CHECK	95 TENTH AVE	O6	NRP	12/13/2023 13:44:40
	12/08/2023 21:40:20	DISTURBANCE VERBAL	95 TENTH AVE	O5	NRP	12/08/2023 21:48:27
	12/01/2023 12:00:36	TRESPASS/UNWANTED -	95 TENTH AVE	O50	NRP	12/01/2023 12:48:16
	10/30/2023 01:03:27	AOA - NON URGENT -	95 TENTH AVE	O30	NRP	10/30/2023 01:17:19
23004075	10/28/2023 11:08:41	TRESPASS/UNWANTED -	95 TENTH AVE	O7	RPT	10/28/2023 13:44:54

Total Number of Events Listed: 15

## CITY OF FAIRBANKS PUBLIC SAFETY

### Event List with Report Numbers

Big Daddy`s 10.13.23 to 10.11.24

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
24002381	09/11/2024 07:25:27	PAST MVC - ALPHA	107 WICKERSHAM ST	DESK	NRP	09/11/2024 07:44:41
	07/18/2024 19:55:32	FOUND PROPERTY -	107 WICKERSHAM ST	O42	RPT	07/18/2024 20:18:13
	07/17/2024 13:09:53	RECKLESS ACTIVITY -	107 WICKERSHAM ST	O42	NRP	07/17/2024 13:30:09
	05/11/2024 18:02:09	DUI - MOVING - DELTA	107 WICKERSHAM ST	O50	NRP	05/11/2024 18:13:09

Total Number of Events Listed: **4**



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## MEMORANDUM

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TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk



SUBJECT: Marijuana License Renewal

DATE: November 13, 2024

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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
15800	Baked Alaska, LLC	Marijuana Product Manufacturing Facility	Baked Alaska, LLC	2745 Hanson Road, Unit B

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. 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.



CAD Tools    Options    Reports    Display  
 Monitor    Loc Check    Phone Dir    Command Line    Last 200    Event History    NG911 Test History    NG911 Test Last 10    Log Qry    E-911 Log    BOL List    Units Out    Advisory List    SCP    Messages    New Map    Map    RMS Search    RMS  
 Messaging    Mapping

Monitor    Loc Check    Phone Dir    Command Line    Last 200    Event History    NG911 Test History    NG911 Test Last 10    Log Qry    E-911 Log

Call Taken/Dispatch  
 911  
 E911  
 New Ev  
 Self Init  
 Rpt Only  
 Recorn  
 R. Log  
 Ev. Log  
 Add Risk  
 Note  
 Delay

Incident / Event (Search)

Link    EventID    Call recv    AVL    Print

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

Rpt#    Source    PU    EMS    Fire    Law    Resc    Oth

Loc    2745-B HANSON RD    FAIR

X-ST    Jur    Service    Agency    FPD

Busi    BAKED ALASKA    Pre

Nature    Alarm level

Caller    Address    Pre

RESCUE MISSI  
 UAF PD

ONESolution CAD

No match found

OK




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: Application for Alcohol License Transfer of Location and Ownership

DATE: November 13, 2024

An application has been received by the State Alcohol Beverage Control Board for transfer of location and ownership for the following alcohol license:

License Type, No.:	Beverage Dispensary, License #328
To DBA:	Lat 65 Brewing Company
To Owner:	Latitude 65 Brewing Company, LLC
To Location:	150 Eagle Avenue, Fairbanks
From DBA:	Drop-In Lounge
From Owner:	N & P Enterprises, LLC
From Location:	1420 S. Cushman Street, Fairbanks

Pursuant to FGC Sec. 14-178 the Council must determine whether or not to protest the alcohol license application after holding a public hearing. The 60-day response deadline to AMCO is December 16, 2024.

Please note that the new location falls under FGC Sec. 14-168 which addresses new or transferred licenses to a location where there does not currently exist a license of that type, requiring resident notifications and advertisement. The Clerk has mailed the required notification to property owners within 500 feet of the subject property and has placed the notice of transfer in the Fairbanks Daily News Miner.

The Police Department has included a call report for the location, but **there are no department-recommended protests** to the application for transfer of this alcohol license.

## CITY OF FAIRBANKS PUBLIC SAFETY

### Event List with Report Numbers

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	08/08/2024 22:38:15	SUSPICIOUS	150 EAGLE AVE	O17	NRP	08/09/2024 01:47:45
	06/02/2024 16:17:58	FOUND PROPERTY -	150 EAGLE AVE	S21	NRP	06/02/2024 16:23:31
	03/08/2024 17:46:05	PARKING COMPLAINT -	150 EAGLE AVE	S21	NRP	03/08/2024 17:56:18

Total Number of Events Listed: 3



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Why is this form needed?**

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

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

**Section 1 - Transferor Information**

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

Licensee:	N E P ENTERPRISES LLC		License #:	328	
License Type:	BEVERAGE DISPENSARY		Statutory Reference:	AS 04.09.200	
Doing Business As:	DROP-IN LOUNGE				
Premises Address:	1420 SOUTH CUSHMAN ST.				
City:	FAIRBANKS	State:	AK	ZIP:	99701
Local Governing Body:	CITY OF FAIRBANKS.				

**Transfer Type:**

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

OFFICE USE ONLY			
Complete Date:		Transaction #:	100792509
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	

**RECEIVED**  
APR 10 2024



## Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

## Section 2 - Transferee Information

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

Licensee:	LATITUDE 65 BREWING COMPANY LLC			
Doing Business As:	LAT 65 BREWING COMPANY			
Premises Address:	150 EAGLE AVE.			
City:	FAIRBANKS	State:	AK	ZIP: 99701
Community Council:	CITY OF FAIRBANKS			

Mailing Address:	150 EAGLE AVE			
City:	FAIRBANKS	State:	AK	ZIP: 99701

Designated Licensee:	ZEB MARIE		
Contact Phone:	907 388 6348	Business Phone:	907 388 6348
Contact Email:	ZEB5RG@gmail.com		

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

## Section 3 - Premises Information

Premises to be licensed is:



an existing facility



a new building



a proposed building

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

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

0.4 MILES

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

0.2 MILES

RECEIVED

APR 10 2024



## Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application****Section 4 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.  
If more space is needed, please attach a separate sheet with the required information.

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

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

**Section 5 – Entity Ownership Information**

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

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

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	ZEB MARIE				
Title(s):	MEMBER	Phone:	907.388.6348	% Owned:	50
Address:	P.O. Bx 81952				
City:	FAIRBANKS	State:	AK	ZIP:	99708





Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

Entity Official:	ANDREW ROE				
Title(s):	MEMBER	Phone:	907 378 0849	% Owned:	50
Address:	P.O. Box 81952				
City:	FAIRBANKS	State:	AK	ZIP:	99708

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

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

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10116248	AK Formed Date:	OCT 2019	Home State:	AK
Registered Agent:	ZEB MARIE	Agent's Phone:	907.388.6348		
Agent's Mailing Address:	P.O. Box 81952				
City:	FAIRBANKS	State:	AK	ZIP:	99708

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

☒ ☐



## Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

## Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

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

☒ ☐

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

ZEB MABIE AND ANDREW ROE HAVE THE  
FOLLOWING LICENSES THROUGH LAT 65 BREWING CO.  
# 5877 BREWERY MANUFACTURING  
# 5878 WINERY MANUFACTURING  
# 15329 INTERIM BREWERY RETAIL LICENSE  
# 15370 INTERIM WINERY RETAIL LICENSE

## Section 7 – Authorization

Communication with AMCO staff:

Yes No

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

☒ ☐

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

JOSH EVANS: HEAD BREWER AND OPERATIONS  
MANAGER.





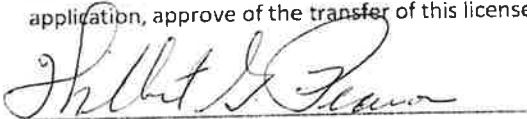
Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

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

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

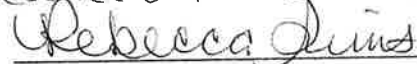


Signature of transferor

WILBERT C. Pearson

Printed name of transferor

Subscribed and sworn to before me this 21<sup>st</sup> day of March, 2024  
by means of physical presence with FL driver's license



Signature of Notary Public



Notary Public in and for the State of Florida

County of Lake

My commission expires: August 17, 2027

\_\_\_\_\_  
Signature of transferor

\_\_\_\_\_  
Printed name of transferor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

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

EM

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

EM

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

EM

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

EM

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

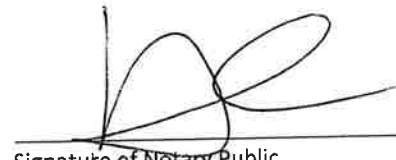
EM

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

EM

  
Signature of transferee  
Zeb Mabie  
Printed name



  
Signature of Notary Public  
Notary Public in and for the State of AK  
My commission expires: 6/26/24

Subscribed and sworn to before me this 19 day of March, 2024.



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 9 – Transferee Certifications**

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

Initials

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

AR

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

AR

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

AR

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

AR

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

AR

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

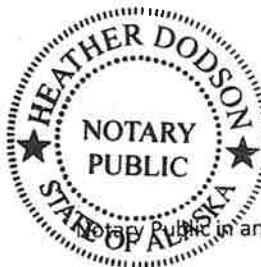
AR



Signature of transferee

ANDREW T. ROE

Printed name





Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 6/24/24

Subscribed and sworn to before me this 19 day of March, 2024.



## Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

### Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all alcohol license applications, per AS 04.11.260, 3 AAC 305.630 and 3 AAC 305.660. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing.

**This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete. You may attach blueprints or other detailed drawings that meet the requirements of this form.**

### The diagram MUST include:

- You must use a solid, contiguous red line to outline the outer perimeter of your premises with no breaks or separations.
  - The red outline is required to follow a physical barrier (wall, fence and even across doorways).
  - There should be no red lines within the perimeter
- Each area should be clearly labeled in any color other than red where alcohol is:
  - Stored
  - Served/Sold
  - Manufactured
  - Consumed
- All diagrams must include:
  - Dimensions (AMCO does not accept diagrams drawn to scale)
  - Cross streets
  - Points of reference, such as a compass rose indicating True North
  - All entrances, exits, walls, bars, and fixtures
- If your premises include multiple floors, please include a separate diagram of each floor.
  - You must identify the stairs between each floor, and each hallway/corridor that leads to each set of stairs.
- If your premises includes multiple floors, please include a separate diagram of each floor. You must identify the stairs between each floor, and each hallway/corridor that leads to each set of stairs.
- If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.
- Any license applications that include outdoor space** are required to submit a security plan that includes information about the barriers, practices, and personnel that are to be used to ensure that alcohol is not introduced or removed from the permitted premises and to prevent the access of alcohol by a minor during the permitted event. A security plan may be requested for other proposed locations on a case-by-case basis.

### Section 1 – Establishment Information.

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

Licensee:	LATITUDE 65 <sup>BREWING</sup> Company	License Number:	328
License Type:	BEVERAGE DISPENSORY LIQUOR LICENSE		
Doing Business As:	LAT 65 BREWING Co		
Premises Address:	150 EAGLE AVE		
City:	FAIRBANKS	State:	AK
		ZIP:	99701

#100792509

RECEIVED  
APR 10 2024





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501

[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-02: Premises Diagram

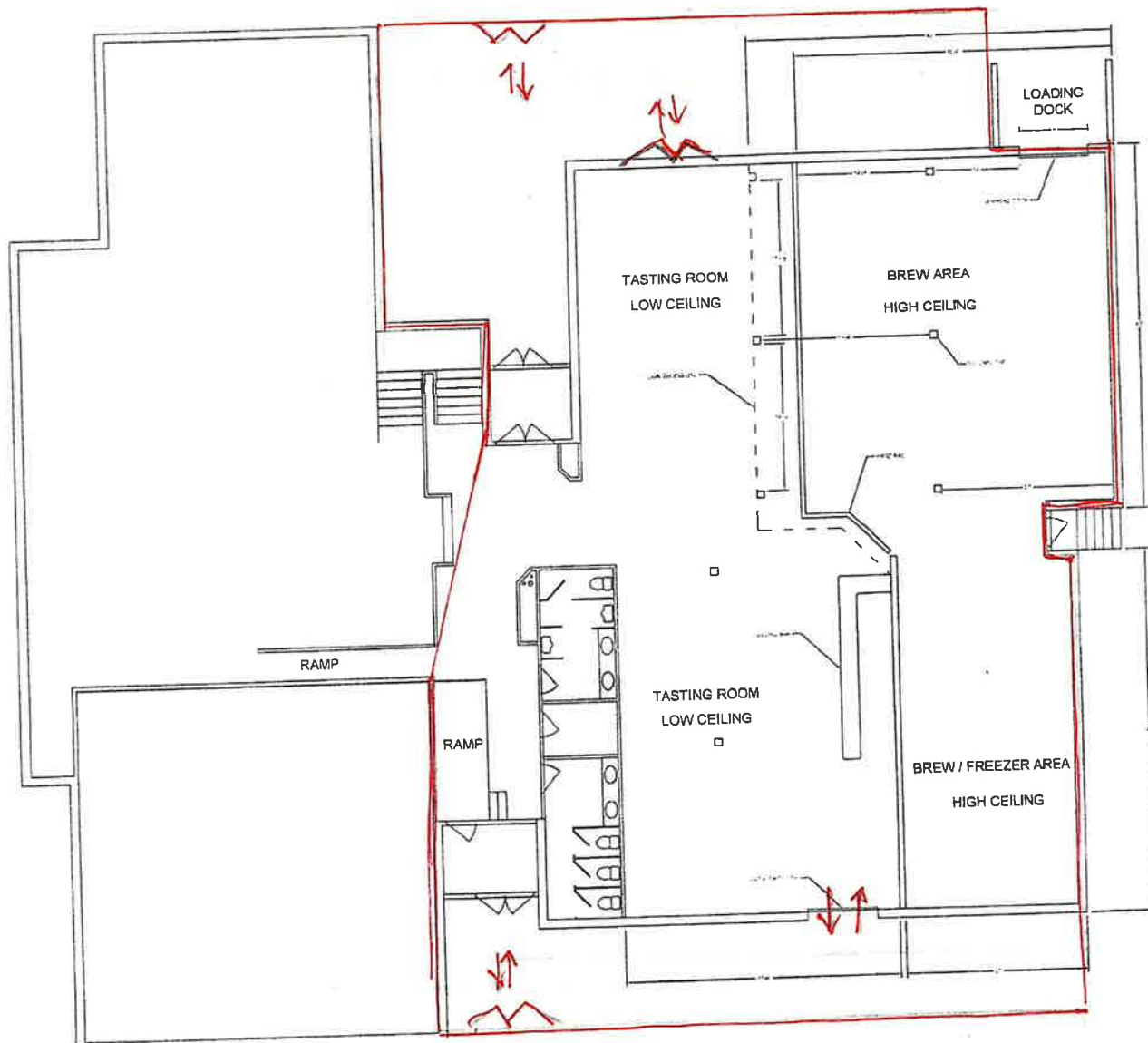
### Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. See above for detailed instructions.

See next  
page

RECEIVED

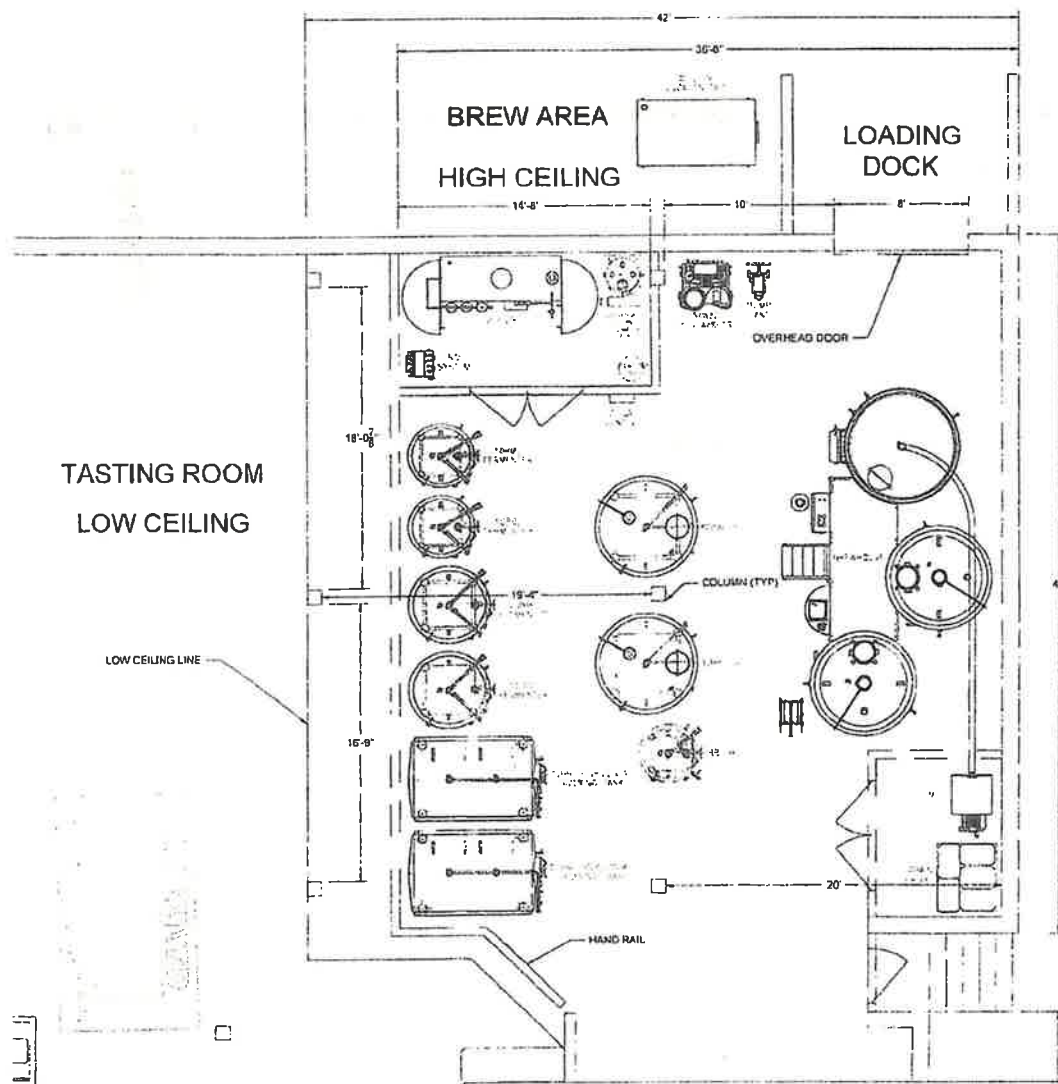
APR 10 2024



\* This is an overlapping license. Current tasting room for brewery and winery. BDL would overlapp this same area.

RECEIVED

APR 10 2024



**RECEIVED**  
 APR 10 2024

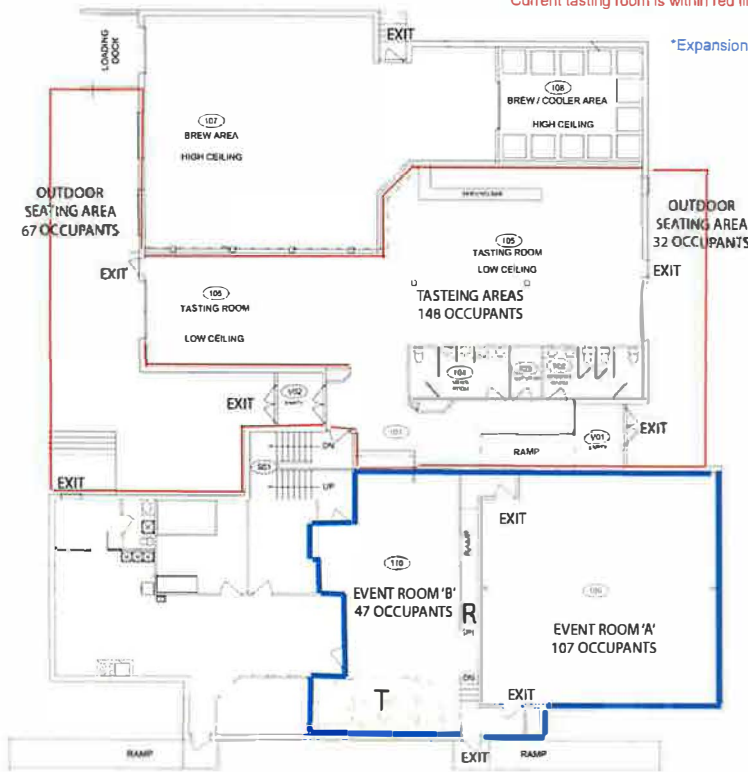
\*Current tasting room is within red lines.

\*Expansion of tasting room that is currently being worked on

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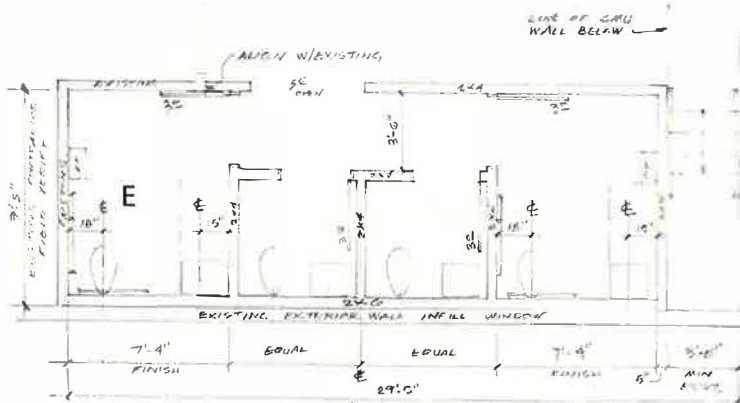
JUN 20 2024

SJK

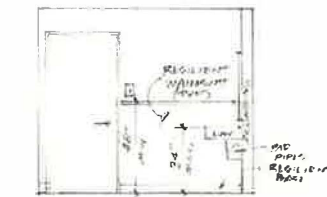
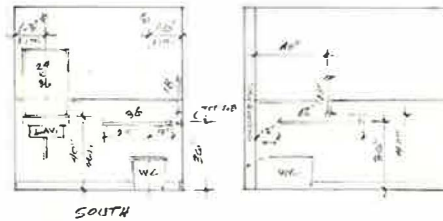


Front St

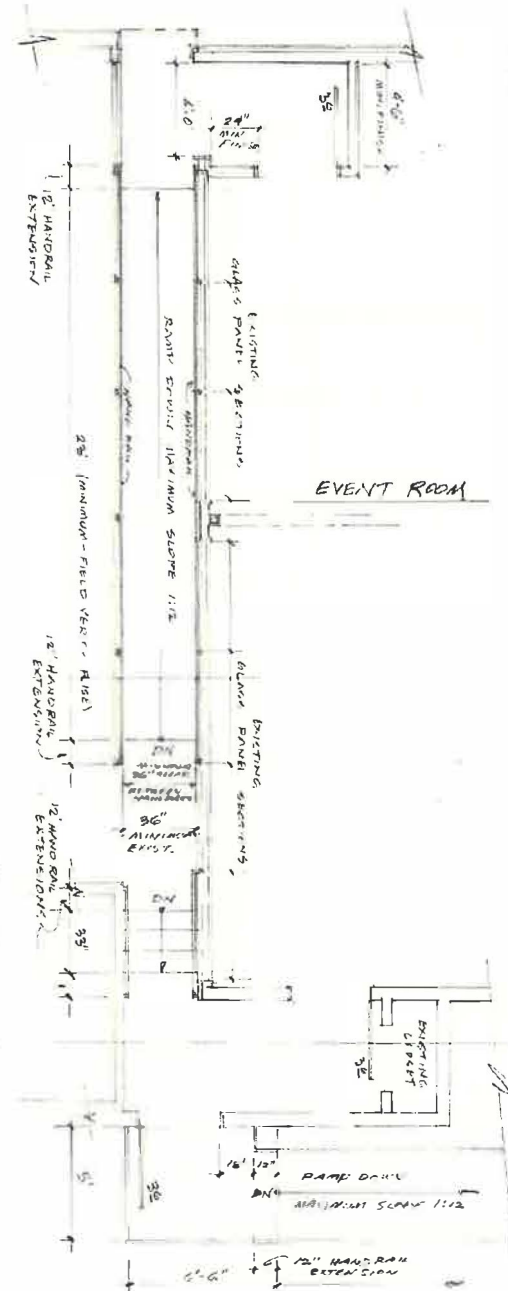
W E  
N  
S  
OCCUPANTS  
1/8" = 1'-0"



T W E  
N  
S  
TOILET PLAN  
1/8" = 1'-0"  
NOTE: ALL DOORS 3'-0" x 7'-0"  
NO CLOSERS



E  
TOILET ELEVATIONS  
1/8" = 1'-0"



R W E  
N  
S  
RAMP/STEPS PLAN  
1/8" = 1'-0"

STEVEN JOSEPH KELLER  
ARCHITECT

KELLER Architecture + Allied Arts  
PO Box 82472 Fairbanks, Alaska 99708  
kellerasa@gmail.com

Lat 65 Brewing Company Event Rooms  
150 Eagle Avenue  
Fairbanks, Alaska

JOB NO.: 110  
DRAWN BY: SJK  
ISSUE DATE: 2/28/2024  
REVISION:



LAT 65 Brewing Co.  
Outdoor/Indoor Serving Security Plan

1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
2. All new patrons are carded upon ordering alcohol.
3. All staff is trained in the identification of fake IDs.
4. Underaged persons will be monitored closely by our professionally trained alcohol servers.
5. Proper egress from the outdoor service area will always remain unobstructed.
6. ABC mandated posters as required by law are posted inside LAT 65 Brewing Co. and at the entrances of the outdoor seating area.
7. All entrances and exits will provide clear notice that NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SEATING AREA.
8. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol WILL continue to be a part of our training for our staff.
9. All safety related operations for our current liquor service will additionally be enforced in the new service area.
10. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
11. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
12. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.
13. Servers will be regularly present in the outdoor area to monitor consumption.

**ORDINANCE NO. 6291**

**AN ORDINANCE INCREASING STAFFING IN THE FAIRBANKS  
FIRE DEPARTMENT BY SIX FIREFIGHTER AND THREE CAPTAIN  
POSITIONS AND AMENDING THE 2024 OPERATING BUDGET**

**WHEREAS**, the Fairbanks Fire Department has three fire suppression platoons of 14 personnel each currently; and

**WHEREAS**, the Collective Bargaining Agreement requires a minimum staffing of 13 people per shift to deploy a command vehicle, two fire engines, an aerial platform cross-staffed with an ambulance, and two dedicated ambulances; and

**WHEREAS**, current staffing is unable to support any leave, injuries, illnesses, or training that removes more than one person off a shift; and

**WHEREAS**, excessive overtime is creating a fiscal liability for the City and is causing burnout that hurts employee retention; and

**WHEREAS**, adding six Firefighters will reduce overtime in the Firefighter and Driver ranks; and

**WHEREAS**, adding three Captains will reduce overtime in the Captain and Battalion Chief ranks.

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

**SECTION 1.** The City of Fairbanks will hire six Firefighters and three Captains to reduce overtime and improve retention

**SECTION 2.** The addition of six Firefighters and three Captains to the Fairbanks Fire Department is hereby appropriated in the 2024 General Fund budget.

**SECTION 3.** The effective date of this Ordinance is 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: 6291

Abbreviated Title: ORDINANCE ADDING FIRE DEPARTMENT PERSONNEL AND AMENDING BUDGET

Department(s): FIRE

Does the adoption of this ordinance or resolution authorize:

- 1) additional costs beyond the current adopted budget? Yes X No
- 2) additional support or maintenance costs? Yes        No X
- If yes, what is the estimate? see below
- 3) additional positions beyond the current adopted budget? Yes X No
- If yes, how many positions? 9
- If yes, type of positions? F (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

<b>EXPENDITURES:</b>	<b>2024</b>
SALARIES & BENEFITS [3 CAPTAINS AND 6 FIREFIGHTERS]	\$193,950
UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT	\$180,000
PROFESSIONAL SERVICES [EVALUATIONS]	\$4,500
MEDICAL EVALUATIONS	\$10,800
<b>TOTAL</b>	<b>\$389,250</b>

<b>FUNDING SOURCE:</b>	<b>2024</b>
GENERAL FUND [FIRE DEPARTMENT]	\$378,450
GENERAL FUND [GENERAL ACCOUNT]	\$10,800
<b>TOTAL</b>	<b>\$389,250</b>

The Ordinance adds three Captains and six Firefighters to the current budget for two months. The annual cost for a Captain is \$161,320 and the annual cost for a Firefighter I is \$113,290 for a total annual cost of \$1,163,700 for nine positions. These new positions will require uniforms and personal protective equipment, professional service evaluations, and medical evaluations. The city can anticipate overtime to continue at levels above 2020 (\$800K) but not at the level in 2022 (\$1.7M).

Reviewed by Finance Department:

Initial mb

Date 9/11/2024

Introduced by: Mayor Pruhs  
Introduced: November 4, 2024

**ORDINANCE NO. 6295**

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF FAIRBANKS AND THE FAIRBANKS  
FIREFIGHTERS UNION, IAFF LOCAL 1324**

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

**WHEREAS**, after over one year of negotiation and a compulsory mediation, the City of Fairbanks and the Fairbanks Firefighters Union have reached a tentative agreement on terms for a replacement contract.

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

**Section 1.** The attached collective bargaining agreement is hereby ratified.

**Section 2.** The Collective Bargaining Agreement will be effective from October 1, 2024 through September 30, 2027 once ratified by both parties.

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

---

**David Pruhs, City Mayor**

AYES:  
NAYS:  
ABSTAIN:  
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: 6295

Abbreviated Title: FAIRBANKS FIREFIGHTERS UNION LABOR AGREEMENT

Department(s): FIRE

Does the adoption of this ordinance or resolution authorize:

- 1) additional costs beyond the current adopted budget? Yes X No
- 2) additional support or maintenance costs? Yes        No X
- If yes, what is the estimate? see below
- 3) additional positions beyond the current adopted budget? Yes X No
- If yes, how many positions? 16
- If yes, type of positions? F (F - Full Time, P - Part Time, T - Temporary)

**II. FINANCIAL DETAIL:**

EXPENDITURES:	2025	2026	2027	TOTAL
WAGES AND BENEFITS - JANUARY TO DECEMBER	\$ 2,056,110	\$ 2,470,210	\$ 2,823,630	\$ 7,349,950
HEALTH CARE COSTS [CITY AT 80%]	\$ 85,600	\$ 90,740	\$ 96,200	\$ 272,540
FLSA OVERTIME SAVINGS	\$ (145,600)	\$ (148,500)	\$ (151,500)	\$ (445,600)
MEDICAL [ULTRASOUND OR BLOOD PANEL]	\$ 22,400	\$ 32,000	\$ 22,400	\$ 76,800
HOLIDAY CHANGES - SUPPRESSION STAFF	\$ 51,030	\$ 60,160	\$ 67,550	\$ 178,740
ANNUAL LEAVE CHANGES - ADMIN STAFF	\$ 1,220	\$ 1,640	\$ 2,840	\$ 5,700
<b>TOTAL</b>	<b>\$ 2,070,760</b>	<b>\$ 2,506,250</b>	<b>\$ 2,861,120</b>	<b>\$ 7,438,130</b>

FUNDING SOURCE:	2025	2026	2027	TOTAL
GENERAL FUND [FIRE]	\$ 2,048,360	\$ 2,474,250	\$ 2,838,720	\$ 7,361,330
GENERAL FUND [MEDICAL]	\$ 22,400	\$ 32,000	\$ 22,400	\$ 76,800
<b>TOTAL</b>	<b>\$ 2,070,760</b>	<b>\$ 2,506,250</b>	<b>\$ 2,861,120</b>	<b>\$ 7,438,130</b>

This fiscal note provides the cost of **providing a 4 Platoon model with three ambulances**. The contract removes **health care from the package rate** and provides the following wage increases: suppression staff will receive 5% for 2025; 2% for 2026; and 2% for 2027 and administration staff will receive 5% for 2025; 3% for 2026; and 3% for 2027. Hourly rates will be converted for a 24/72 schedule and will be maintained if the city **converts to a 48/96 schedule resulting in additional cost** as follows: \$1.34 million in 2025, \$1.41 million in 2026, and \$1.47 million in 2027. The 4 Platoon schedule will reduce FLSA overtime; however, if the city reverts to a 48/96 schedule the overtime for FLSA will significantly increase. The **cost for 16 additional staff** is as follows: \$1.78 million in 2025, \$1.95 million in 2026, and \$2.03 million in 2027. The city will provide additional medical services with ultrasounds in the odd years and comprehensive blood panel in the even years. The **suppression staff will receive** six personal holidays versus holiday pay for 24 overtime hours or 5.75 hours of pay. The **administration staff will receive hours per pay period** versus annual hours converted per pay period. The contract adds **two additional overtime pays** that will result in 2.0 times regular pay for relief members on forced overtime and 3.4 times regular pay for members forced over 96 hours. The contract also requires the city to **provide paramedic training** for three staff members during the contract versus two staff members. **Note:** The **cost of providing a 4 Platoon model with two ambulances** is \$673,970 in 2025, \$944,630 in 2026, and \$1,213,510 in 2027 with additional cost of \$1.13 million in 2025, \$1.18 million in 2026, and \$1.22 million in 2027 if the City reverts to a 48/96 schedule. In addition, **the City should anticipate additional costs** in uniforms and equipment for new staff, overtime, leave liability, and worker's compensation due to wage increases.

Reviewed by Finance Department: Initial mb Date 11/12/2024

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF FAIRBANKS**

**AND**

**FAIRBANKS FIREFIGHTERS UNION  
IAFF LOCAL 1324**

**December 1, 2024 - November 30, 2027**

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## **ARTICLE 1: GENERAL**

### **1.1 Effective Date**

This Agreement shall become effective **October 1, 2021**, and shall remain in effect for three years.

### **1.2 Renewal Agreement**

Either party desiring to negotiate a renewal of this Agreement shall notify the other party, in writing at a reasonable time before the contract expires. Upon receipt of such notice, negotiations shall begin within 30 days, unless otherwise agreed between the parties.

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

If the City votes in a manner that purports not to fully fund any term of this agreement during any year of this contract or any renewal year of this contract, Articles that have been non-funded shall be deemed immediately reopened for negotiations.

1. Any other article that both parties agree to may be opened for negotiations.
2. The following provisions will no longer be in effect until funding is authorized or a new contract is signed.
  - a. 6.12 Internships will be suspended.
  - b. Acting will be suspended.

### **1.3 Binding Conditions**

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

### **1.4 Negotiations**

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

### **1.5 Impasse at Collective Bargaining**

If an impasse or deadlock is reached in collective bargaining, both parties agree to participate in mediation and binding arbitration according to applicable State law.

## **1.6 Retroactivity**

Should any retroactive payments be negotiated as a part of this Agreement, such will be paid within 30 days of the signing of the Agreement. Any retroactive provision contained herein will affect only those Members covered by this Agreement and employed by the City on the precise date this Agreement is signed by the City and the Union.

## **1.7 Work Stoppage, Slowdown or Strike**

The Union agrees that Members do not have the right to engage in any work stoppage, slowdown, or strike, and if any such action occurs, it will immediately notify Members engaged in the unauthorized activities to cease and desist and will publicly declare that the work stoppage, slowdown, or strike is illegal and unauthorized. Any Member engaging in any organized strike/work stoppage shall be subject to immediate dismissal by the City, without the right to use the grievance procedure of this Agreement.

## **1.8 Heirs and Successors**

This Agreement shall be binding upon the successors and assigns of the parties hereto. No provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by any kind of change in ownership, management, or governing entity of either party hereto, or by any change, geographical or otherwise, in the location of business of either party hereto.

## **1.9 Amendments**

This Agreement may be amended by agreement of the parties. The party desiring to amend the Agreement shall request a meeting with the other party, in writing. The parties shall meet and confer to determine if mutually agreeable amendment(s) to this Agreement can be made.

## **1.10 Authority to Bind Parties**

Tentative amendments to this Agreement produced by negotiations shall be presented to the Union membership for ratification. Upon ratification, the President is authorized to sign the amendment, thereby binding the Union to the terms and conditions of the amendment. The Mayor's signature on any amendment shall bind the City to the terms and conditions of the amendment provided, however, that any amendment shall not be effective unless and until approved by ordinance of the City Council.

## **1.11 Disqualification from Employment**

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

#### **1.12 Previous Letters of Agreement**

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

## **ARTICLE 2: COVERAGE**

### **2.1 Recognition**

The City recognizes the Fairbanks Firefighters Union as the exclusive bargaining representative for all classifications listed in Article 16 of this Agreement for any geographical area for which the City provides emergency services. The parties agree that disputes as to the creation of or change to classifications covered by this Agreement are to be resolved in accordance with State law. The parties agree to negotiate appropriate pay scales for new or changed classifications within the bargaining unit.

### **2.2 Classification Vacancies**

The City agrees to fill vacancies in classifications contained in this Agreement and any new classifications created within the bargaining unit, except recruit positions, with Members, unless no Member qualifies.



## **ARTICLE 3: RELATIONS**

### **3.1 Employer – Union Relations**

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

### **3.2 Past Practice**

The parties recognize that this agreement does not address every mandatory or permissive topic of negotiation. Unwritten customs and practices have arisen between the parties that provide guidance for the future. If a uniform action or response to a recurring situation has explicitly been recognized by the parties as the proper action or response, it will provide guidance if a similar grievance should arise regarding the practice in the future and guidance otherwise included in the agreement is ambiguous.

### **3.3 Non-Discrimination**

There shall be no discrimination against any Member because of race, color, creed, sex, age, disability, genetic information, or national origin, or because of membership in, or lawful activity on behalf of, the Union.

### **3.4 Union Officials**

The City will recognize the Union shop stewards as authorized representatives of the Members or groups for whom they are selected. The Union shall promptly notify the City as to the appointment and change of any shop steward, officers, and any members of standing committees contained within this Agreement.

### **3.5 Union Access and Business Conduct**

- A.** The Union's business representatives, including shop stewards, shall be granted access to the City's premises at all times during which any member covered by this Agreement is on duty but shall not interfere with operations.
- B.** As long as there is no interference with operations, they shall be allowed to respond to inquiries concerning Union matters and to conduct Union business. While on duty, they shall be allowed to conduct Union business on or off premises. While on duty,

conducting Union business that will interfere with operations will require notification of the shift supervisor and approval of the Fire Chief.

- C. Union activities and meetings shall be permitted so long as they do not preclude completion of work details, assignments, training, and emergency responses.

### **3.6 Judicial Decisions**

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

### **3.7 Scope of Agreement**

This Agreement is intended to be the complete agreement between the parties. All previous written or oral agreements or letters of understanding, unless incorporated into this Agreement, are hereby deleted.

### **3.8 Language Conflict**

In the case of any conflict between the provisions of this Agreement and the provisions of the City Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement shall govern.

### **3.9 Communication**

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

### **3.10 Nepotism**

Persons related by blood, marriage, or intimate relationship may not be assigned to the same shift or work together in the same division (e.g., Fire Prevention Division) if one such person would be supervised by the other. Supervised includes a direct working relationship in which one employee approves, directs, reviews or evaluates the work of another employee.

### **3.11 Labor/Management process**

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

## **ARTICLE 4: GRIEVANCE PROCEDURE**

### **4.1 Grievance Policy**

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive method of resolving grievances arising under this Agreement, not including Unfair Labor Practices or other disputes covered under the Alaska Public Employment Relations Act.

### **4.2 Grievance Definition**

A grievance is defined as any good faith and material dispute between the Union, on behalf of itself or its Member(s), and the City involving the interpretation, application, or alleged violation of any provision of this Agreement, the Rules and Regulations, or the Standard Operating Procedures of the Fairbanks Fire Department, including involuntary termination and disciplinary action. However, any dispute involving the commencement date or termination date of this contract shall not be considered a grievance and shall not be submitted to the grievance procedure set forth herein. Any questions concerning commencement or termination of this Agreement shall be specifically reserved for judicial review. The City and the Union may mutually agree to use the grievance procedure for other matters.

### **4.3 Grievability/Arbitrability**

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

### **4.4 Grievance Delivery**

"Delivered" or "presented" shall mean either:

1. Made available for pickup at the Fire Chief's office and recipient is notified by telephone or electronic means;
  2. Hand delivered to the office of the person to whom delivery is required or hand delivered to that person;
  3. Mailed, postmarked, and delivered by the U.S. Mail to the required recipient. Mailing is complete upon postmarking, but if mail is used as the only means of delivery, three days are added to any applicable time for action by the recipient;
- or

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

#### **4.5 First Step**

- A. When the Union has a grievance, the Shop Steward or Union officer, accompanied by the affected Member(s) shall verbally discuss the matter with the Fire Chief or the Fire Chief’s designee, to attempt a resolution. The grievance must be brought to the attention of the Fire Chief within 30 days after its occurrence or within 30 days of the Member(s) having actual or constructive knowledge of the facts upon which the grievance is based. Constructive knowledge is deemed to have occurred when a grievant has the ability to ascertain the facts upon which the grievance exists.
- B. If the grievance cannot be resolved through verbal discussion, the grievance may be advanced to the Second Step.

#### **4.6 Second Step**

Grievances not settled at the First Step shall be presented in writing by the Union officer to the Fire Chief within five days of the completion of the First Step. The Fire Chief shall, within ten days, schedule a meeting with the grievant and the Union’s representative to occur as soon as it can be mutually agreed. Within ten days following that meeting, the Chief shall issue a written finding to the Union.

#### **4.7 Third Step**

- A. Grievances not settled at the Second Step shall be presented in writing by the Union to the Mayor within 10 days after receipt of the Fire Chief’s answer. The Mayor shall have 15 days to meet with all involved parties, investigate and consider the grievance and deliver a written response to the Union. If the Mayor rejects the Union’s grievance remedy, the reason(s) shall be stated in the response.
- B. A grievance by the City will be filed with the Union at the Third Step. If the Union rejects the City’s grievance remedy, the reason(s) shall be stated in the response.

#### **4.8 Arbitration**

- A. If efforts to resolve the dispute at the Third Step are not satisfactory, then the Union may notify the Mayor in writing within 14 days after the Mayor’s written response that the grievance is to be submitted to binding arbitration. Such notice shall include copies of all relevant documents and reference to the section(s) of the Agreement, the Rules and Regulations, or the Standing Operating Procedure(s) of the Fire Department that allegedly has been violated.

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

#### **4.9 Arbitrator Selection**

- A.** When a grievance is submitted to binding arbitration, the Union and the Mayor, or the Mayor's designee, shall meet at a date and time mutually agreed upon within 14 days from the time the Union has notified the City of the Union's desire to arbitrate, to select an arbitrator. Upon the failure of the two parties to agree upon an arbitrator, both parties agree to request from the Federal Mediation and Conciliation Service a list of seven names of persons, with prior service as a neutral arbitrator involving the interpretation of Fire Department working agreements, who are available for service within three months of request.
- B.** Within five days of receipt of the list, the City and Union representatives shall alternately strike one name from the list until one name remains. The side to strike the first name shall be chosen by lot. Unless mutually agreed otherwise, arbitration shall commence at the convenience of the parties and the arbitrator within three months of the date of the selection of the arbitrator, if possible.
- C.** The arbitrator will be retained to make a written report of their findings to the Union and the Mayor after the hearing is concluded. The arbitrator will be governed by voluntary labor arbitration rules of the American Arbitration Association in effect at the time of the arbitration. Except in the case where the arbitrator's decision exceeds their authority under State law, or the decision exceeds the scope of interpretation of a term and condition of employment, the decision of the arbitrator shall be final and binding on both parties. The final decision of the arbitrator shall be implemented as soon as possible, but no later than 30 days after the final decision is rendered.
- D.** The arbitrator shall consider and decide only the specific issue(s) submitted in writing and shall have no authority to amend the Agreement, or the Rules and Regulations, or the Standard Operating Procedures of the Fire Department.

#### **4.10 Grievance Consolidation**

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

#### **4.11 Grievance Expenses**

Each party shall bear the expense of their respective witnesses (other than a City employee, subject to Section 4.12) and arbitration presentation. The arbitrator's fees and expenses shall be paid by the non-prevailing party, as determined by the arbitrator. In the

event of a compromise award, as so stated by the arbitrator, the arbitrator's fees and expenses shall be apportioned, as equitable, in the arbitrator's judgment. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services.

#### **4.12 Grievance Witnesses**

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

#### **4.13 Grievance Settlement**

- A.** Any grievance settlement, including City default, must be approved by the Union, as represented by the Union signature, before it becomes effective. If not acted upon by the Union within 10 days, the settlement shall stand. If the offer is approved, it may not be the subject matter of a new grievance except to the extent that the new policy or rule is being violated.
- B.** If a settlement affects Department operations, it shall be noted in the S.O.P.s and/or Rules and Regulations.

#### **4.14 Status Quo**

- A.** When any matter in dispute has been referred to the grievance procedure the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered.
- B.** If it is the finding of the arbitrator that the conditions and provisions should not have been changed, the arbitrator shall award the prevailing party its actual costs incurred, including reasonable attorney fees, in pursuing the grievance, including those outlined in Section 4.11. Disputes relating to costs and fees will be referred to the arbitrator by written briefs.
- C.** When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined that an employee has been discharged without just cause, the arbitrator shall order the City to return the employee to their position without loss of 1) seniority, normal leave accruals, medical coverage for out of pocket costs actually incurred in accord with the coverage of the Health Plan in effect when the expense was incurred; and 2) compensation for the period off work at the employee's normal rate of pay less mitigation sums available to or received by the employee during the period off City work.

#### **4.15 Grievance Time Limits**

If any party fails to answer a grievance within the time required at any step of the grievance procedure or fails to appeal the answer given to the next step of the grievance procedure within the time allowed, the grievance will be considered settled against the side that defaulted. However, any of the time limits in the grievance/arbitration procedure may be extended by mutual agreement. Notice and a five-day opportunity to respond will be given before default is called against either party. Any grievance settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

#### **4.16 Expedited Grievance Advancement**

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

#### **4.17 Grievance Representation**

- A.** If the Union declines to represent a Member at any stage of the grievance procedure and the grievance concerns discipline or termination, the Member may proceed independently through the grievance and arbitration procedures but shall be held to the grievance and arbitration requirements and deadlines. A Member may choose not to independently pursue the grievance, and thereby fail to exhaust administrative procedures; however, the Member may have other legal remedies not contained within the benefits of this Agreement.
- B.** When a grievant is not represented by the Union, all communications to and from the grievant will be through the Union. The Union may intervene in the grievance procedure at any point to represent its interests.

#### **4.18 Overtime Grievances**

If the basis of a grievance is that the City failed to offer a Member an opportunity to work overtime, and the Member(s) was eligible and available at the time they should have been called, the parties agree to the following:

1. Within 90 days of resolution, the grievant(s) may elect to work overtime at a time mutually agreeable between the Member and the Fire Chief.
2. The Member will have those hours added to their yearly total manning overtime hours.
3. Overtime worked either prior to resolution of the grievance or FLSA overtime worked subsequent to the resolution shall not be counted toward settlement of the grievance.



4. The Member will work a block of time equal to the time missed, performing normal job duties which may be modified by mutual agreement of the grievant(s) and the Fire Chief.
5. The Member working missed overtime may be included towards minimum staffing.
6. The provisions of this section do not apply when the denial of overtime was intentional.

## **ARTICLE 5: BENEFITS**

### **5.1 Retirement System**

- A.** The City and all Members will participate in the Public Employees' Retirement System of Alaska administered by the Public Employees Retirement Board of the State of Alaska, established by statute.
- B.** Members eligible to do so shall be allowed to participate in any enacted State Retirement Incentive Programs for the Public Employees' Retirement System without any additional restrictions imposed by the City. The City agrees to pay its share of the cost of the Retirement Incentive Program.

### **5.2 Physical Examinations**

- A.** The parties recognize that the demands of fire suppression work and State or federal regulation require that a periodic physical be conducted by competent physicians and medical professionals.
- B.** All Members shall receive an annual physical at the City's expense by a physician of the City's choosing. No other physical will be paid for by the City or its healthcare provider unless deemed necessary by the Members' physician.
- C.** The City shall schedule the physical to be conducted when the Member is on duty or, at the direction of the City, the Member shall schedule the physical on the Member's off day, in which case the Member shall be compensated a minimum of two hours at the appropriate overtime rate. The Fire Chief will be notified for physicals in excess of four hours. Members will be compensated for all time spent in required physical medical appointments.
- D.** The physical shall include all tests and examinations required by law, those specified by IAFF/IAFC joint wellness program and any other tests as required by the City's examining physician. Subsequent treatment for non-work-related conditions shall be subject to the terms of the benefits plan covering Members.
- E.** The annual physical is a condition of continued employment.
- F.** No later than four weeks prior to separation of a Member, the Member will have completed a blood panel specific to first responders regardless of when the last specific blood test was completed, Unless that Member had their annual physical within six months of separation. The provider will be agreed upon by mutual consent of the parties.

- G.** The City shall ensure that the results of all medical evaluations and physical performance tests remain confidential. The City shall be informed by the physician only as to whether each Member is fit for service.
- H.** Every odd year, all members will receive a comprehensive ultrasound exam specific to first responders. The exam will include (at minimum) a echocardiogram, carotid doppler, AAA, thyroid, abdominal, bladder, and testicular/pelvic examinations.
- I.** Every even year, all members will receive a comprehensive blood panel specific to first responders. The Provider will be agreed upon by mutual consent of the parties.

### **5.3 Medical Examination Dispute Resolution**

- A.** If the Fire Chief questions the physical or mental ability of a Member to perform their normal work assignment, an examination(s) may be ordered by the City. If such examination(s) demonstrates in the opinion of the examining physician that the Member is physically incapable of performing their normal work assignment or in the opinion of the examining psychologist that the member is mentally incapable of performing their normal work assignment, the Member shall be allowed to seek a second opinion from a local licensed physician or psychologist of their choice or one specializing in the area of medicine or treatment identified as the problem by the first physician/psychologist. If no such specialist is available locally, then Anchorage shall be used, followed by Seattle.
- B.** If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a physician/psychologist mutually agreeable to the City and the Member. The results of the third examination shall be final and binding. The City shall pay for all examinations and connected expenses involved in this section.

### **5.4 Reassignment**

If a Member's physical or mental condition permanently or indefinitely prevents them from performing their normal work assignments, the City agrees to make a reasonable effort to place the Member in a classification they can perform within City employment. If there is not an existing and funded vacant position in a classification in which the Member can competently and adequately perform the duties of the classification, the Member shall be laid off or terminated by reason of disability subject to Article 8.

### **5.5 Supplemental Retirement Benefits (Deferred Compensation)**

- A.** Members may participate in the City's 457(b) deferred compensation program. The Union may retain one position on the City's deferred compensation committee.

## **5.6 Health Insurance**

- A.** The City shall provide the Members of the Fairbanks Firefighters Union, Local 1324 and their dependents with a group insurance program for life, health, dental, audio and visual care insurance. The City will not unilaterally withdraw from the IAFF Health and Wellness Trust plan.
- B.** For each Member, the City will pay 80% of the total cost of the medical insurance premium for the IAFF Health and Wellness Trust plan, with the Member paying 20% of the total cost.
- C.** The City will offer an employee-funded IRS Section 125 plan.
- D.** If the Union is removed from the IAFF Health and Wellness Trust plan for reasons attributable to the City, the City shall provide members with a substantially comparable healthcare plan, and member co-pay amounts for premiums shall not be greater than \$300.00 per month per employee.
- E.** Cost of mandated job-related physical examinations, tests, and immunizations shall not be included in health care costs for purposes of establishing plan costs or billed to employee health care plans.
- F.** Should the City or Union choose to pursue an alternative healthcare plan agreed upon by both parties, the parties agree to pursue the implementation of said plan.
- G.** All Union Members will participate in the Medical Expense Reimbursement Plan, administered through DiMartino Associates. The City will pay \$100 a month per employee towards the plan's monthly premium.
- H.** PERS Tiers III and IV can participate in a Voluntary Employee Beneficiary Association (VEBA) administered by BPAS.

## ARTICLE 6: WORK RULES

### 6.1 Work Schedules

**A. Suppression Schedule** The regular work schedule for the suppression Members covered by this Agreement shall be a 4-platoon (24/72) tour system. 24 hours on, with 72 hours off duty, defines a tour. The regular work schedule for the Battalion Chief supervising a shift shall be 24.5 hours on, with 71.5 hours off duty between tours. If more than one Battalion Chief is assigned to a shift, additional Battalion Chief(s) shall only be paid for a maximum of 24 hours per shift. The City will maintain records of all hours worked by Members within 19 day work cycles, except for standby time, which is governed by Section 6.8. FLSA rate will be paid according to FLSA guidelines. All regularly scheduled hours worked by Members in excess of 144 hours per 19 day work cycle shall be paid at the "FLSA rate." This schedule is referred to elsewhere in this Agreement as the "Suppression Schedule." The 4 platoon schedule will require 10 debit days per year per Member. The number of debit days may be lowered by mutual agreement between the Fire Chief and Union.

Note: A period of up to 6 months will be granted to allow for the planning and implementation of the 4 platoon schedule. The 4 Platoon Schedule will go into effect no later than July 1, 2025. FFU and the Fire Chief will work to complete the work rules associated with the 4 platoon schedule.

**B.** At the Fire Chief's discretion, an alternative work schedule for suppression Members may be implemented. The alternative work schedule shall be a 3 platoon (48/96) tour system; 48 hours on, with 96 hours off duty will be a tour. The Fire Chief will provide 45 days' notice when changing between the regular and alternate work schedules, unless agreed upon by the Fire Chief and Union to make the transition sooner. The regular work schedule for the Battalion Chief supervising a shift shall be 48.5 hours on, with 95.5 hours off duty between tours. If more than one Battalion Chief is assigned to a platoon, additional Battalion Chief(s) shall only be paid for the maximum 48 hours per tour. The City will maintain records of all hours worked by Members within FLSA 24-day work cycles, except for standby time, which is governed by Section 6.8. FLSA rate will be paid according to FLSA guidelines. All regularly scheduled hours worked by Members in excess of 182 hours per 24-day work cycle shall be paid at the FLSA rate.

**C. Consecutive Shift Limit:** No employee may work a combination of shifts, including straight time, stand by time and overtime which results in the employee working more than 96 hours in a 120-hour period in the absence of extraordinary circumstances and without the approval of the Fire Chief. In a 120-hour period, the member must have 24 hours off. No member will work more than three 96 consecutive-hour shifts in one month.

**D. 40-Hour Schedule** The work week for 40-hour Members shall consist of either:

1. Five consecutive days of eight hours/day for a total of 40 hours per week or
2. A flexible schedule, as mutually agreed upon by the Member and the Fire Chief, consisting of 40 hours per week.

**E. General Schedule Rules**

1. Training

- a. For training purposes, a Member's hours of work or assigned duties may be temporarily altered by the Fire Chief, so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.
  - b. On duty suppression Members may be required to attend scheduled training exercises/classes or public fire education programs between 1800 and 2100 hours on weekdays or during the day on weekends.
2. A Member's hours of work or assigned duties may be altered for other reasons when it is agreeable between the Member, the Union, and the Fire Chief, so long as there is no loss of wages or benefits to the Member that would have accrued under the regular work schedule.
  3. If more than one Battalion Chief is assigned to a shift, the assignment of the supervision Battalion Chief shall be at the discretion of the Fire Chief.

**6.2 Calendar Management**

- A.** Each 48 hours of a tour will be divided into two 24-hour shifts.
- B.** Two Members per shift will be permitted to take scheduled leave at any one time (not including administrative, worker's compensation, or military).
- C.** A third leave slot shall be available if the shift is above the minimum staffing level after the other two leave slots have been filled, as long as it does not cause overtime. The additional leave slot will be approved when the roster is set for that shift or with the approval of the Fire Chief.
- D.** If a platoon reaches a roster level of 15 or more, three Members will be permitted to take scheduled leave at any one time (not including administrative, workers compensation, or military leave).

- E.** A minimum of four hours of personal leave must be taken if such leave will require overtime for minimum staffing purposes. Suppression Members may request minimum one-half hour increments thereafter. Partial shift leave not causing overtime callback must be one-hour minimum. 40-hour Members may take annual leave in minimum one-half hour blocks.
- F.** A leave request, once approved by the Fire Chief, takes precedence over other forms of unanticipated Member absences.
- G.** Members requesting leave for an entire shift (24 hours) takes precedence over a Member requesting leave for a portion of the shift (less than 24 hours), whether or not the latter Member's request was already approved. This applies to any leave requests submitted more than 96 hours prior to the start of the tour. During the 96-hour period immediately prior to the start of the tour, a Member having approved leave for a portion of the shift will not be subordinated to another Member who, during this 96-hour period, requests leave for the entire shift.
- H.** Regardless of its nature, leave requests for a specific date are reviewed in the chronological order they are received. Leave requests may not be made more than 365 days in advance of the date being sought.
- I.** Scheduled leave shall mean personal or sick leave scheduled more than 24 hours in advance. This does not include administrative leave or unanticipated sick leave, but shall include long-term sick leave that has been medically substantiated by a physician.
- J.** Once calendared, a full shift of leave (24 hours) must be taken, unless it is canceled at least 96 hours in advance of the scheduled day of the leave.
- K.** Scheduled leave may not be partially canceled once the leave has started unless the Member on leave is relieving a forced Member. The relief Member shall have their leave adjusted according to the time the relief begins. Leave shall not be canceled if a Member has already agreed to the overtime opportunity.

### **6.3 Daily Staffing Rules**

- A.** Completion of Daily Roster: The Battalion Chief is responsible for setting the daily roster in accordance with this CBA and any directives from the Fire Chief. The Roster shall be completed in the following manner before 8 a.m. of each shift:

  - 1. At or above minimum staffing:

    - a. Complete roster with available on shift personnel.
    - b. Assign up to two Actors to fill vacancies. Additional Actors may be used to prevent forcing.

- c. Hire remaining classifications with required qualification(s) in the following order:
    - i. Battalion Chief
    - ii. Captain
    - iii. Driver
    - iv. Lead Paramedic or Lead Paramedic Preceptor when applicable.
    - v. Firefighter (the classification of firefighter for this sections shall mean all Members presently in that classification)
2. Below minimum staffing:
  - a. Complete the roster with available personnel.
  - b. Hire remaining needed classifications to reach minimum staffing
  - c. Once minimum staffing is achieved, continue completing the roster in accordance with at or above minimum staffing.
3. Scheduled or partial leave slots starting after 0800, or unanticipated leave slots starting after 0800, shall not negate the use of actors already used. Actors shall remain in positions assigned at the start of shift, or during the shift, regardless of additional leave. Classifications required due to any new vacancy shall be hired.

## **B. Overtime Assignment Procedures – Documentation**

1. The battalion Chief will keep current daily records of manning overtime assignment dates showing the following:
  - a. Contacted: Y/N
  - b. Time of contact attempt
  - c. Refusal of acceptance
2. Total Hours Records:
  - a. Total Manning overtime hours will be tracked electronically.
  - b. On January 1 of each year, total hours will be reset to 0 hours.
  - c. On January 1, Members will be ranked by seniority in classification.
  - d. If there is a tie in overtime hours, the opportunity will be given to the senior member.
  - e. In the event of a technological failure (e.g. computers down), overtime will be filled by classification seniority or Paramedic Seniority for Lead Paramedic.
3. If the Member is off duty, that Member shall be required to report for duty at their assigned station at the assigned time or within one hour of the time contacted. If the Member does not report within the one-hour window, the Member shall forfeit the opportunity and will have those hours added to their yearly total of manning overtime
4. Probationary firefighters shall not be eligible for manning overtime opportunities until they have completed their new hire probationary period except to prevent forcing.
5. The qualified Member with the lowest number of hours on the manning overtime list will be the first offered or contacted. When more than one vacancy



- is available in a single classification, choice of vacancy will be offered to the qualified Member of the classification with the lowest number of hours.
6. Notification for overtime will be made by the Battalion Chief and not considered accepted unless the contacted Member has personally responded.
  7. The Battalion Chief shall let the Member's single designated telephone number ring 4 times or until the answering machine picks up before moving on to the next Member on the manning overtime list.
  8. If a contacted Member calls while the Battalion Chief is contacting the next Member, the Battalion Chief shall complete the call, then return the missed call.
  9. Notification for overtime needed at normal shift change will be made during the 30-minute period immediately preceding shift change. If it is known that overtime will be required at some time during the oncoming shift, but after shift change, the Battalion Chief shall attempt to fill assignments for those time periods during the 30-minute period prior to shift change.
  10. When an unanticipated overtime opportunity becomes available after shift change and the Battalion Chief already has scheduled an off-duty Member for an overtime opportunity during the 30-minute morning period, the Battalion Chief shall attempt to contact the scheduled Member first to offer them the choice of the scheduled overtime or the unanticipated overtime.
  11. If the overtime is not needed, the Battalion Chief will call the Member and cancel.
  12. If an on-duty Member must be held over until an off-duty Member reports for overtime assignment, the Battalion Chief will ask for volunteers among qualified Members for the assignment.
    - a. If more than one qualified employee volunteers, the Member with the most Department seniority will have first choice.
    - b. The Member held over shall be paid the appropriate overtime rate for the period of holdover time and will not have those hours added to their yearly total of manning overtime hours.
    - c. All Members will be relieved face-to-face at the station where their apparatus is assigned unless the transfer is occurring between Members already staffing apparatus.

### **C. Filling of Overtime Vacancies**

1. Classification Vacancies: When shift staffing requires a vacancy to be filled because of a lack of qualified on-duty Members, the vacancy will be filled in the highest classification needed, as follows:
  - a. In order of lowest number of manning overtime hours of the needed classification
  - b. In order of lowest number of manning overtime hours who are qualified and have previously held the classification
  - c. In order of lowest number of manning overtime hours who are qualified to act in the classification

- i. Forced overtime assigned to the Member(s) on the off-going shift with the least amount of forced hours
2. Forced Overtime:
  - a. Members can be forced for no more than 24 consecutive hours.
  - b. The Member on the off-going shift with the least amount of mandatory hours will be forced.
  - c. Forced hours will be tracked by the Department and will be counted irrespective of rank, classification, and qualification.
  - d. When no Member of the required classification is available for assignment, qualified Members who have previously held the position may be forced in inverse order of Department seniority.
  - e. At the Members request, the Battalion Chief shall attempt to find relief for the forced member at least twice per 24-hour period.
  - f. To prevent forcing, the Battalion Chief will:
    - i. Hire the next highest needed classification to obtain minimum staffing then use on shift Actors to fill the needed position.
    - ii. Offer overtime position to any available Recruit Firefighter.
3. Relieving Members from Work: When setting the roster, the Battalion Chief shall relieve Members prioritizing the following:
  - a. Leave/Standbys
  - b. Members already working (in-Class, 40 hour, ect)
  - c. Members worked 96 hours or more
  - d. Acting/Recruit status
  - e. Members forced the previous shift
  - f. Members over the Consecutive Shift Limit in the future (6.1.C).

#### **D. Serving Out of Classification**

1. Involuntarily Working Down Classification
  - a. The City agrees to use Members within their respective classification.
  - b. If there are more Members of a classification than there are normal job assignments for that classification, the extra Member(s) may be, on a temporary basis, involuntarily assigned to a lower classification, and the Member shall be paid at the higher classification rate.
  - c. When a Member is being involuntarily assigned to work out of classification, the Member, if qualified, shall be offered their choice of assignments prior to utilizing Acting Time.
  - d. Members who have previously held a classification, and remain qualified, are not considered Actors and not subject to the restrictions listed in this section. Example: Battalion Chiefs shall not count as Actors when utilized as a Captain and Captains who remain driver-qualified do not count as Actors.
  - e. A Captain or Battalion Chief, who formerly held the classification of Driver will not be assigned the duties of Driver unless they have completed a Department apparatus proficiency certification within the

previous two years, and must have 12 hours of drivers training each of the previous years (NFPA/ISO)

- f. Members involuntarily working down a classification will not displace a member normally in that classification with the exceptions of paramedics being assigned to the front-line ambulances.
- g. The City will maintain a list of Members who are eligible to work in each classification.

## 2. Assignment to an Acting Position

- a. Assigned acting is only permitted at or above minimum staffing levels except in the case of standbys utilizing Actors.
- b. If an individual accumulates 720 hours of assigned acting time in one classification in one year, the individual highest on the applicable promotional list shall be promoted.
- d. Any Actor must complete the training program for that position prior to acting.
- e. Any qualified Member who is assigned to a position or classification with a pay rate above that which the Member normally holds shall be paid at the first step of the higher classification for those hours worked when holding the position or classification for one hour or longer.
- f. Acting status can be removed as part of the disciplinary process.

## 6.4 Additional Staffing Rules

### A. Emergency Lists

- 1. Emergency callback will not be tracked by opportunity.
- 2. The emergency callback list shall be established in order of seniority in classification.
- 3. Manual callback for fires and other emergencies will be done by first utilizing any Members of the appropriate classification at any regularly staffed City fire stations when the emergency call is dispatched, then in order of classification seniority.
- 4. Members shall report to their assigned station within 30 minutes from time of notification. Member(s) failing to report within this time period shall not be subject to the two-hour minimum in Section 16.3.A and shall be paid for actual time worked.
- 5. Emergency Callback Release and the opportunity to stay will be granted by department seniority. The Duty Battalion Chief will have authority to modify this release procedure based on special commitments of the affected individuals if it is mutually agreeable to all parties involved in the release process. The Duty Battalion Chief may modify this release process when the emergency warrants special needs.

### B. Special Overtime

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

### **C. Investigation**

1. A Fire Investigator is a Member who is recognized by the Department as having the qualifications and/or certifications to investigate and determine the cause and origin of fires or other hazardous situations.
2. When it is determined that a Fire Investigator is required, a Fire Investigator from the Fire Prevention Division shall be called. If the Fire Prevention Division has more than a single Fire Investigator, call-back shall be done according to an opportunity-based rotation list.
3. The City may use Members in the Fire Prevention Division to work with the Fire Marshall to meet the above requirements.
4. If a Fire Investigator in the Fire Prevention Division is unavailable, a Fire Investigator from the Suppression Division shall be used.
5. Deviation from these procedures may be allowed if circumstances on the scene require specialized skills beyond those of the available Fire Investigator.

### **6.5 Breaks**

- A.** Lunch periods are 60 minutes in duration and will begin at noon each day. Every effort will be made to ensure that scheduled activities do not interfere with the lunch break. It is understood that activities such as controlled burns will affect the ability to schedule a noon-time lunch break, and occasionally it will not be possible to meet the noon requirement, but this schedule will be adhered to if possible.
- B.** Suppression Members will be given an opportunity to break for dinner with the same understanding contained in subsection A.
- C.** All Members shall be allowed a 15-minute relief break midway between the start of shift and the lunch break and midway between the end of lunch break and the dinner break. The time at which the breaks are taken may be altered on an individual basis to fit operational requirements. When working away from a station, breaks may be taken in the work area, giving due consideration to the availability of restrooms and protection from inclement weather.
- D.** At emergency scenes when the temperature is -20° F or colder, the City shall make reasonable efforts to rotate personnel from the scene every two hours or to provide a warm-up area, which may be a vehicle. When prolonged operations make meal breaks impossible, the City shall arrange for hot food and beverages to be delivered to the scene for Members.

## **6.6 Daylight Savings**

When the normal duty shift duration varies due to daylight savings time, members will be paid at the regular rate of pay for the actual number of hours worked on those shifts affected.

## **6.7 Duties**

### **A. Duties and Manpower**

1. The duties of the Members of the Fire Department shall be the prevention and suppression of fire, the operation of the Fire Prevention Division, emergency medical services, rescue services, and the mitigation of hazardous materials incidents. Membership also includes Administrative support staff responsible for assisting in the day-to-day operation of the department.
2. The City agrees that it will not use members of other fire departments, agencies, or individuals, not otherwise referred to in this Agreement and from outside this bargaining unit, to perform any covered duties because of a lack of manpower or the unavailability of an employee. This provision does not preclude the use of mutual aid pending callback of Union Members. This provision does not prevent the City from contracting specialized services that are beyond the scope and/or capacity of the Fire Department by mutual consent of the City and Union. For example, the City could outsource a sprinkler inspection for an unusually large or complex building construction.
3. Structure fire mutual/auto aid responses within the City shall require an attempt to recall enough suppression members to replicate minimum staffing.
4. Mutual/auto aid responses outside the City shall require an attempt to callback Members sufficient to maintain minimum staffing.
5. Inability of the City to obtain the required minimum callback shall not prevent the use of mutual/auto aid.
6. Mutual and/or automatic aid units shall not be housed in City facilities, except as required during major emergencies.

### **B. Duties and Other Bargaining Units**

1. Members shall not be required to perform work normally performed by members of another union, except where danger to life and property exists as determined by the Incident Commander. Members shall participate in the cleaning and minor maintenance of Department vehicles, equipment, and the fire stations.
2. Mutual consent between the City, the Union, and the Member(s) is required if the City wishes to utilize the Member(s) to do work normally performed by members of another bargaining unit or another City department.

3. If a Member is directed to perform work which the Member believes to violate this provision, the Member will not waive any right to grieve said direction by complying with the direction.

### **C. Law Enforcement Duties**

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

### **D. Fire Prevention Duties**

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

## **6.8 Standby Time**

- A.** Standby time will be permitted per federal law, FLSA requirements will be adhered to.
- B.** Standby time is to allow fire suppression personnel to substitute for one another on tours of duty (or parts thereof). This is done to allow Members to be absent from work and attend to personal matters. Trading of time is done voluntarily by Members for their own convenience and not at the direction of the City.
- C.** Standby time requests will be made to the shift supervisor's office and shall be approved prior to trading time. Standbys, once approved, may not be rescinded by the City. The Fire Chief has the authority to suspend a Member's use of standby in cases of abuse.
- D.** Standbys may not be used by a member who is held over on overtime for staffing purposes.
- E.** Standbys will be approved when they are to be traded with another Member of equal classification or worked by a Member who has held the classification and retains the qualification.
- F.** Standbys for a full or partial shift between Members of different classifications will be approved provided that such standbys do not create overtime. The Fire Chief also has discretion to approve such standbys ahead of the date taken. Any suspension of the use of standby time due to abuse must be reported to the Mayor.

- G.** The City shall not be required to pay any additional wages to the Members. Resolution of standby pay back between the Members is subject to the mutual consent of the Members and is not the City's responsibility.
- H.** A Member who holds a qualification may use that qualification while standing by for another Member in emergency situations, irrespective of whether the Member replaced holds that qualification.

## **6.9 Licenses**

### **A. Special Licenses**

If specialized licenses for operation of Fire Department vehicles are required, the City agrees to provide training to meet the standards and agrees to reimburse Members for the fees required to obtain and maintain the specialized licenses. Members are required to obtain and maintain the licenses in compliance with its standards.

### **B. Revocation of Driver's License**

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

### **C. Medical Certification and Licensing**

1. Training. The City will ensure that written records of all medical training are maintained. The records will include the date, subject matter, who attended, the name of the instructor(s), and any other information required by the State for certification, re-certification, or license renewal. The Member will be responsible for the completion and submission of all training records and forms necessary for certification, recertification, or license renewal by the State. The Member will promptly provide the Administration with any EMT certificate and/or paramedic license.
2. Emergency Medical Technician (EMT)
  - a. All suppression Members who are not City-sponsored Paramedics shall become State EMT certified within 12 months of hire and shall maintain State EMT certification as a condition of employment.
  - b. A Member who involuntarily loses their City-sponsored Paramedic license shall have six months to become EMT certified.
  - c. Any member who loses their State EMT certificate due to reasons beyond their control, (e.g. due to extended military service where no classes are available) will have six months to be reinstated as an EMT. The City will assist in scheduling needed classes.
3. Lead Paramedic
  - a. The City and the Union recognize the desirability of providing paramedic-level medical services to the residents of the City.

- b. "Lead Paramedic" is defined as a person sponsored by the City's Medical Director, licensed by the State of Alaska Department of Health Alaska EMS License Management at the MICP level and having completed an internship process. This qualification may be held by Members of any classification within the Department.
- c. Any Member who has completed their initial firefighter skills check-off, who possesses a State Paramedic License, and who has completed six months of initial-hire probation may work as a Paramedic.
- d. A Member with a Lead Paramedic qualification may be assigned to work as a Lead Paramedic, regardless of classification.
- e. A Member who obtains their Paramedic License at the City's expense shall maintain such qualification for a period of not less than four years. If the Member does not maintain the paramedic qualification, they may be liable to repay the City at a prorated rate.
- f. As a condition of employment, any Member hired with a Paramedic license will obtain and maintain a State Paramedic license, successfully pass the Paramedic probation period, and serve as a Paramedic for four years.
- g. Paramedics will receive Paramedic Incentive pay upon submitting their Alaska MICP license to the department.
- h. The Paramedic Internship Process will be determined by the Fire Chief in consultation with the Union and the Medical Director.
- i. The Paramedic Internship Process will be conducted exclusively by designated Preceptors.
- j. Preceptor qualification and eligibility will be determined by the Fire Chief in consultation with the Union and the Medical Director.

## **6.10 Shift Changes**

### **A. Voluntary Platoon Change**

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

### **B. Department-Initiated Platoon Change**

- 1. "Department-initiated platoon change" is defined as Members being reassigned to another platoon at the initiation of the Fire Chief.
- 2. The Procedure for Department-Initiated Platoon Change



- a. The classifications and/or qualifications, as well as the source/target platoon, will be determined by the Fire Chief and will be chosen so that it meets the operational needs of the Fire Department.
    - i Members may not be moved due to lack of qualification for a single classification move or as part of an initial move that may need rebalancing of classifications.
    - ii The Department may look at the lack of qualification for a secondary move that may require balancing of that classification. The lack of qualification must be the same classification as the initial move.
  - b. Once the classification and/or qualification has been determined, the Fire Chief will ask for volunteers (in person or electronically) from the source platoon.
  - c. In the event more than one individual volunteers, the highest classification seniority will be used to determine outcome.
  - d. In the event no volunteers are found, the member with the least classification seniority, who has the needed classification/qualification, will be moved.
- 3. The Fire Chief has the right to make platoon transfers in the case of irreconcilable differences or based on progressive discipline. The employee will have a work improvement plan and be transferred to another platoon to be given the opportunity to be successful.
- 4. The Fire Chief can make transfers temporary or permanent, which will be stated at the time of the request. if it is a temporary assignment, the approximate duration will be given.
- 5. All platoon transfers, will be for a minimum of 90 days unless agreed upon by both the Member and the Fire Chief. The Fire Chief cannot initiate more than one transfer per classification per month without the consent of the Union.
- 6. Members will be put on admin leave for both the last day of their previously assigned shift and the first day of their newly assigned shift. Members will not be at a loss of pay by having their newly assigned shift be more than 96 hours after their previously assigned shift.
- 7. Notice of involuntary platoon transfer will be given at least 12 calendar days (including weekends and holidays) before alteration of the regular platoon schedule, unless mutually agreed upon by person(s) transferring platoons and the Fire Chief.
- 8. The Fire Chief is responsible for guaranteeing leave that has been approved prior to the platoon transfer.

## **6.11 Administrative Officer**

- A. Battalion Chiefs or Captains may be appointed, with mutual consent of the City and the Member, to the position of Administrative Officer. Appointments will be for a maximum of one year, renewable with mutual consent.

- B.** Administrative Officers working a 40-hour schedule shall be paid as if they were still on their assigned shift.
- C.** There can be a maximum of two Members designated as Administrative Officers at one time.
- D.** Administrative Officers shall work a complete pay period on either a 40-hour schedule or suppression schedule. Shift changes while working a suppression schedule and transferring to a different suppression shift shall be in accordance with Section 6.10.
- E. Hours of Work**
  - 1. The work schedule for Battalion Chiefs working as Administrative Officers shall be Monday through Friday, 0800–1700 hours.
  - 2. The work schedule for Battalion Chiefs working as Administrative Officers and filling in as a suppression Battalion Chief or Paramedic shall be 0730–1530 hours or 0730–1730 if a 4/10-hour day schedule is mutually agreed upon.
  - 3. The work schedule for Captains working as Administrative Officers shall be Monday through Friday, 0800–1700 hours.
  - 4. The work schedule for Captains when working as Administrative Officers and filling in as a suppression Captain or Paramedic shall be 0800–1600 hours; or 0800–1800 if a 4/10-hour day schedule is mutually agreed to.
  - 5. This schedule may be changed or flexed as agreed to between the Chief and the Member.
- F.** Administrative Officers may be scheduled to work as a shift officer. While working as a suppression officer, any hours exceeding 10 hours in a day shall be paid at 1½ times the respective suppression rate.
- G.** Administrative Officers, when working a 40-hour schedule, shall be eligible for emergency callback at the Flre Chief's discretion. They shall remain on the overtime and acting lists and are eligible for overtime.
- H.** Administrative Officers will maintain their leave bank at the suppression rate schedule, regardless of assignment.
- I.** Administrative Officers, when requesting leave to be taken on a 40-hour schedule, must submit leave requests at a ratio of 1:1.4. One hour taken off at the 40-hour rate will equal 1.4 hours in the suppression schedule leave bank. (This keeps the Member at the correct number of hours for a pay period.)
- J.** While working a 40-hour schedule, an Administrative Officer may only work in the relief of a vacated position within their classification or as paramedic and may not displace

a suppression Member within the Administrative Officer's respective classification unless that individual is being assigned as a paramedic.

## **6.12 Internship Program**

- A. The parties agree to continue the internship program in conjunction with the CTC Fire Science Program and the University Fire Department. Interns will be expected to learn basic skills and assist the Department in accord with a training program.
- B. Intern requirements:
  - a. Interns shall not be counted in staffing calculations (Section 15.8).
  - b. Interns will not be counted in Emergency Callbacks.
  - c. One intern may be allowed on an apparatus per shift.
  - d. Interns will be a minimum of State of Alaska Firefighter 1.
  - e. Interns riding on a Battalion apparatus will be limited to interns enrolled in the Emergency Management Degree program.
  - f. Driving of apparatus:
    - i. shall be limited to vehicles not covered in section 15.8A and B of this agreement.
    - ii. Driving of apparatus is permitted only after the Interns have completed EVOC and the vehicle check off.
    - iii. UFD interns may drive a crossed-manned ambulance.
  - g. Interns may not displace a Member during any emergency but will work in conjunction with the crew.
  - h. The Internship program will in no way affect Members current working conditions.
  - i. Interns will wear uniforms similar in appearance to suppression Members.
  - j. Interns will work enough hours to meet the goals and objectives set forth by the Fairbanks Fire Department and University Fire Department or the CTC Fire Science program. Work hours and goals will be approved by the Union.
  - k. Interns will be assigned to work a minimum of 08:00-17:00, but not more than one full shift.

## **6.13 Ride-Along**

- A. Ride-alongs include, but are not limited to, non-fire department city staff, officials, Paramedic students, non-intern fire science students, and other fire department members.
- B. Ride-alongs are permitted on every staffed apparatus.

- C.** A maximum of one ride along or intern is allowed per apparatus.
- D.** Fire department members will not be expected to train ride-alongs.
- E.** Each ride-along is only permitted one 24 hour shift every month.

## **ARTICLE 7: HOLIDAYS**

### **7.1 Holidays**

**A.** The following days shall be considered holidays, with no deductions in pay:

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

and such other days as the City council by resolution or ordinance may fix for all City employees.

### **B. Members Working a 40-Hour Schedule**

When any of these holidays fall on Sunday, the following Monday shall be considered a legal holiday. If any of the recognized holidays falls on Saturday, the Friday immediately preceding the holiday shall be considered the legal holiday. The holiday shall run from midnight to midnight.

Regarding the City recognized holidays, the Union, through the Battalion Chief, upon reviewing the daily calendar at least eight days in advance, may bring to the attention of the Fire Chief's office any calendared activities that do not relate to the essential day-to-day operations of the suppression staff, for the possibility of rescheduling said activities to another date. If the Fire Chief's office is unable to reschedule the activities, the suppression staff will perform them as scheduled.

### **7.2 Holiday Pay**

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

### **7.3 Personal Day**

In observance of the Member's birthday, the Member is granted a day off from work as a personal leave day equal to the Member's regular workday (24 hours for Members

working a suppression schedule and eight hours for 40-hour Members). This time is not deducted from accrued personal leave. This personal day must be scheduled in that calendar year. All leave scheduling rules apply.

#### **7.4 City Early out Day**

If the city declares an early release from work day for a holiday, Members on shift shall receive leave credited to their account equal to the amount of time given to non-essential service employees.

## **ARTICLE 8: PERSONAL LEAVE USED AS SICK LEAVE**

### **8.1 Accrual of Hours**

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

### **8.2 Use of Personal Leave as Sick Leave**

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

### **8.3 Funeral Leave**

- A.** In the event of death in the Member's immediate family, the Member shall be entitled to the following leave to be deducted from accrued personal leave or Leave Without Pay, according to the Member's preference:

- 1. Members working a 40-hour schedule:

In Fairbanks:	40 hours
Within State of Alaska:	56 hours
Outside State of Alaska:	80 hours

## 2. Members working suppression schedule:

In Fairbanks:	56 hours
Within State of Alaska:	78 hours
Outside State of Alaska:	112 hours

**B.** Immediate family is defined as a spouse, dependent (as defined by the IRS), daughter, son, mother, father, sister, brother, stepmother, stepfather, stepchild, foster child and ward, mother-in-law, father-in-law, and grandparents.

### **8.4 Non-Work-Related Injury or Illness**

When a Member becomes injured and cannot perform their normal duties and has a doctor's evaluation stating that light duty is indicated, the City will offer to assign the Member to light duty within the Department, provided the member is able to fulfill the duties satisfactorily. The City may, in its sole discretion, have the Member work a 40-hour schedule. This does not abrogate any provision of any workers' compensation laws and rules.

### **8.5 Compensation for On the Job Injury**

#### **A. Compensation**

On the job injury or illness agreed to or determined to be compensable under State workers' compensation laws shall not cause the Member loss of regular sick leave, annual leave and, when consistent with PERS, retirement benefits. The City will compensate the Member the difference between workers compensation and the Member's regular basic rate of pay until the employee is able to return to duty or is medically retired. Members who can work under a modified work plan will be assigned to a 40-hour shift to work in accord with the modified work plan provided that 2 shifts of administrative leave be offered.

#### **B. Position Guarantees**

In the case of an on-the-job injury or illness within the coverage of the Alaska Workers' Compensation Act a Member's position shall be held for the Member until it has been established that such Member will be unable to return to the position in the foreseeable future. A Member disagreeing with the City's finding that the Member will be unable to return to work shall resolve any disagreement by the grievance procedure provided in this Agreement.

### **8.6 Occupational Injury Reemployment**



- A.** Any former Member who is injured on the job and who within three years of their termination date is medically certified, by a physician mutually agreeable to both parties, to re-enter employment, may apply for reemployment. A former Member who passes the entry-level requirements as required by the job description and meets the minimum qualifications for the position shall be given preferential reemployment under the following guidelines:
1. When there are former Members on occupational injury termination and former Members on a layoff list, the person with the most Department seniority will be the first offered the opportunity for reemployment.
  2. Rehire to the Firefighter or Deputy Fire Marshal III classification up to pay step held on the date of termination, or the top step if the Member held a higher classification.
  3. If the former Member was physically unable to maintain pertinent job certification and/or license during the period of disability, the Member shall be given, after rehiring, preferential opportunity to re-certify and/or re-license, including preferential opportunity to attend any required training programs.
- B.** Preferential promotion to the first available position in the classification held at the time of injury-caused termination will be granted by the City.
- C.** If due to an occupational injury, a member is not physically qualified for reemployment in a position with the Fire Department, the City will endeavor to find employment opportunities in other City departments.

## **8.7 Non-Occupational Injury Reemployment**

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

## **8.8 Pregnancy Light Duty Assignment**

- A.** Members who are pregnant will, upon request, be placed on a 40-hour light duty assignment, in accord with Section 8.5, to perform work or training that is appropriate in view of their pregnancy.
- B.** If the Fire Chief believes that a pregnant member, who does not elect a light duty assignment, can no longer perform their suppression job functions, then the Fire Chief can ask for a medical evaluation in accordance with Section 5.3.
- C.** Members on pregnancy "light duty" will not count toward minimum staffing and will not take up any spot on the leave calendar.

## **8.9 Family/Medical Leave**

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

## **ARTICLE 9: PERSONAL LEAVE**

### **9.1 Accrual Rates**

Suppression Members shall accrue personal leave at the following rate:

<b>Months of Service:</b>	<b>Hours Accrued/Pay Period</b>
0-60	14
61-120	16
121+	18

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

<b>Months of Service:</b>	<b>Hours Accrued/Pay Period</b>
0-24	7
25-60	9
61+	10

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

### **9.2 Personal Leave Crediting**

Personal leave accrual shall be credited to Members' leave balance at each pay period.

### **9.3 Personal Leave Pay Rate**

Personal leave will be paid, when taken, at the Member's regular rate of pay.

### **9.4 Personal Leave Valuation and Severance**

- A.** Members covered by this Agreement who either voluntarily or involuntarily terminate employment shall be paid a lump sum for all personal leave accrued at the time of separation at the value of 105% based on their regular rate of pay. This shall be paid together with their final salary payment.
- B.** Members may elect to cash out personal leave at any time and in any amount of hours at 105% cash value based on their regular rate of pay as long as they maintain a minimum leave balance of 200 hours.

- C. In the event of hardship and with permission of the Mayor, Members may cash out personal leave at any time for family, medical, or other reasons below the 200-hour limit in subsection B.
- D. Cashed out leave hours are not compensable work hours and are paid subject to tax withholding without PERS contribution.
- E. A cap of 1,080 hours for suppression members and 600 hours for administrative staff will be placed on personal leave. If any employee has over the maximum hours of leave at the end of the calendar year, then the amount over the cap must be cashed out.

## **9.5 Absences**

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

## **9.6 Leave Without Pay**

- A. The Mayor may grant a Member leave without pay for a period not to exceed nine months when it is in the best interest of the City to do so. During the Member's approved leave and with the prior written approval of the Mayor the Member's position may be filled by limited term appointment, temporary promotion, or reassignment of another Member or employee. At the expiration of the leave without pay, the Member has the right to and shall be reinstated to the position vacated, if the position still exists.
- B. Approved leave without pay shall not constitute a break in service, but any period more than 10 days in any calendar year will not be creditable for vesting or retirement under the State of Alaska Public Employees Retirement System.
- C. Longevity credits for completing probation, pay anniversary date, and accumulation of leave benefits shall be suspended during the period of leave without pay.

- D. City medical benefits shall continue during any period of leave without pay.
- E. The Mayor shall have the discretion to grant any Member a voluntary reduction in hours for a limited or extended period. A voluntary reduction in hours shall not constitute leave without pay.

#### **9.7 Credited Leave**

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

#### **9.8 Military Leave**

- A. Members shall be entitled to administrative leave without pay for any active duty in any Armed Forces or Alaska Defense Force component (including units of the National Guard and Reserve). In accordance with applicable state and federal laws, there shall be no adjustment of an affected Member's anniversary date for any active duty period up to the federal statutory limit to cause loss of seniority or to deny the accrual of personal leave. Members are to present a copy of official orders for active duty as soon as possible to the City to comply with the law and to allow the City to reschedule the workforce.
- B. A Member who leaves City service for such military leave without pay may elect to be paid for any accrued personal leave as if the member were separating from the city service. The decision shall be noted on the personnel action form affecting the leave. If the Member elects not to be paid for such leave, the accrued leave credits shall be reinstated upon return of the Member to the city service.
- C. Military reserve training or emergency National Guard service. Any Member who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training, on duty, for a period not exceeding 15 working days for 40-hour Members (360 hours for suppression Members), during any one calendar year. Such military leave shall be with pay if all military pay that the Member receives for the duties performed on such leave is paid to the city.

*Example:* If a member were to take 12 hours of military leave, the member would be compensated their normal rate of pay from the City. The member's military gross pay would be reimbursed to the City, accompanied by information regarding pay rate from the military. If the member received a paycheck for \$240.00 for 48 hours of training, the Member would pay the City \$60.00.

If a member does not tender the military pay to the City within one month of return from military duty, the absence will be changed to leave without pay unless the employee elects to use annual or sick leave. Military pay previously paid and then changed to leave without pay will be deducted from the member's pay. The member can choose to change the paid military leave to annual or sick leave prior to the 30-day deadline.

## **9.9 Union Leave**

- A.** In January of each year, the Union will request that the City deduct hours from the personal leave bank of each Member according to Union's current bylaws. Members with less than 1 year of service will have half of the number of hours deducted. This deducted leave shall be credited to the Union business leave bank "hour for hour."
- B.** The Union may use leave from the Union business leave bank at its discretion. Union business leave shall be treated as personal leave and managed in accordance with Section 6.2 (Calendar Management). Requests shall have "Union Business Leave" written on the leave request form and be accompanied by a letter of authorization signed by the President.
- C.** Leave taken as in subsection B, above, shall be deducted from the leave bank on an "hour for hour" basis.
- D.** The City shall provide an accounting for the Union leave bank annually and upon request of the President.
- E.** The number of hours deducted may be adjusted by the Union on an annual basis.
- F.** Once deducted, Union Business leave cannot be transferred back to any Member and has no cash value.
- G.** Members may donate their accrued leave for Union business, without limit, and must provide notice of donation to the City in accordance with Section 9.10.
- H.** The City will match, on an "hour for hour" basis, leave donated in accord with this section.

## **9.10 Leave Donation**

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

- A.** Each Member wishing to donate leave from their leave account will fill out, date, and sign a leave slip showing the amount of leave the Member wishes to donate, in increments of not less than four hours, and deliver the leave slip to the Fire Chief.
- B.** Each leave slip will have written or typed along the bottom, "Leave donated to (employee's name)."
- C.** The City will, for purposes of computation, convert the leave donated to the recipient's personal leave account for use as sick leave.
- D.** Once leave is donated, it is irretrievable by the donor.
- E.** The Internal Revenue Service, at this time, treats donated leave as income to the recipient and not as a taxable event to the donor. The City has no control over the tax treatment of such donated leave.

## **ARTICLE 10: PAY PERIODS**

### **10.1 Paydays**

Paydays shall cover payroll periods from the first to the fifteenth day of the month beginning on and including the sixteenth day of the month and ending on and including the last day of the month and shall not be later than the fifteenth and the last day of each month except when payday falls on a Saturday or a holiday. If payday falls on Saturday, unless Saturday is preceded by a recognized holiday, payday shall be on Friday. If payday falls on Sunday or on a Saturday following a recognized holiday, payday may be on the following Monday unless the Monday is a recognized holiday, in which case payday may fall on Tuesday.

### **10.2 Check Itemization**

Each check shall have a stub or attachment itemizing at least all legal and authorized deductions, hours worked, rate of pay for straight time, overtime and acting time hours worked, leave taken, and leave accrual.

### **10.3 Pay Periods**

The City reserves the right to establish a biweekly pay period upon 30-days' notice to the Union. If established, payday shall fall on every other Friday. If payday falls on a holiday, then payday shall be the last scheduled day before the holiday.

### **10.4 Dues Deduction**

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

### **10.5 Voluntary Deduction**

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



## **ARTICLE 11: UNION MEMBERSHIP**

### **11.1 Membership Rights**

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

### **11.2 Union Membership Requirements**

- A.** Employees may join the FFU Local 1324, but Union membership is not a condition of employment with the City.

## **ARTICLE 12: SENIORITY**

### **12.1 Department Seniority**

Subject to Section 9.6, Department Seniority shall be established as follows: the Member having the longest continuous term of service in the Department (excluding layoffs) shall be number one on the Department seniority list; all other Members, likewise, shall be listed according to length of continuous service with the Department. Such a list shall be posted. Date of hire as a full-time employee will be the criteria used to establish the length of service. When two or more Members are hired at the same time, Department Seniority among them shall be established by ranking on the hiring list. The Union shall be provided with a copy of the current hiring list. When an individual returns from layoff status, their seniority shall be adjusted to exclude the period of time laid off.

### **12.2 Classification Seniority**

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

### **12.3 Paramedic Seniority**

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

## **ARTICLE 13: LAYOFF AND POSITION ELIMINATION**

### **13.1 Leave Pay Out**

When a Member is terminated or effects a separation, they shall be paid all accrued earnings in accordance with State law.

### **13.2 Layoff Notice**

A Member shall be given 45-days' notice of layoff.

### **13.3 Layoff and Bumping**

#### **A. Meet and Confer**

1. The City and the Union agree that in the event that any layoffs of bargaining unit Members are being considered, the Union shall be given notice and afforded the opportunity to propose alternatives to the loss of personnel prior to such layoffs.
2. The Union shall have 30 days from the date of notification by the City of impending layoffs in which to forward its recommendations. The City shall make available to the Union any documents pertaining to Department operations that the Union may require in formulating recommendations. The City agrees to accept and implement, in good faith, the proposed alternatives to loss of personnel, if they are deemed by the City to be consistent with Department operational needs.

#### **B. Position Elimination**

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

1. Classification shall be defined as those job titles listed in Section 16.1 of this Agreement and any classifications subsequently created. For purposes of this Agreement, the steps in the Firefighter classification are considered as one classification. Deputy Fire Marshal steps are considered a single classification.
2. Qualifications will not be considered in determining positions to be eliminated.
3. Classification seniority shall be defined as the time served in a classification. Seniority, for placement in the classification assumed after exercising bumping/displacement rights, shall be cumulative and shall be calculated by adding a Member's seniority in the previous classification held to the seniority the Member acquired while in the classification into which the bumping/displacement option will be exercised.

**EXAMPLE:**

Captain classification seniority     5 years  
Formerly a driver with seniority     4 years

Bumping/displacement into driver classification, cumulative new driver seniority: 5 years + 4 years = 9 years

4. Layoff notices within an affected classification will be issued in reverse order of seniority in classification, with the lowest seniority being given the first layoff notice and then upwards.
5. The layoff notice shall be issued to the affected Member as per Section 13.2. The layoff notice shall detail the various options available to the Member as outlined in subsection 3, above.
6. A Member receiving a layoff notice shall have 10 calendar days in which to decide which of the options outlined in Subsection C, below, to exercise and to notify the City of their decision. The Member shall be responsible for reviewing the options list for accuracy and notifying the City in writing of any discrepancies or errors in the list.

**C. Options**

When a Member receives a layoff notice they shall have the following options:

1. Displace another Member in the same classification who has the least classification seniority.
2. Displace the least senior Member in a classification previously held with the Department, provided the Member exercising this option has more cumulative classification seniority. A classification previously held shall not include acting time.
3. Displace the Member with the least Department seniority in a classification in the same or different division if they meet the qualifications of that classification and have more Department seniority than the Member being displaced. For purposes of this section the Department shall be divided into a suppression division and administrative division. A Member may only exercise displacement rights into another division if, within 30 days after receiving the layoff notice, the Member passes all entry-level exams and meets the entry-level qualifications for the other division.

**D. Displacement**

1. When a Member is displaced into a new classification, compensation will be at the appropriate step, based upon Department seniority, of the newly assumed classification.
2. When a Member to be laid off in a lower classification has more Department seniority than a Member in a higher classification and is qualified to fill a vacancy in the next higher classification, as of the date the layoff notice is issued, and is unable to exercise Option C.1 or C.2, they may displace a Member in the next higher classification who has less Department seniority.
3. When displacement results in a Member assuming a classification not previously held, the Member shall be in probationary status in that classification. If the Member is unable to satisfactorily perform the duties of that classification, they will return to layoff status.
4. A Member may not displace into a classification from which they have been removed for disciplinary reasons.
5. Options C.1 and C.2 must be exercised, if available, before a Member may exercise option C.3.
6. Ties in classification seniority shall be broken by using in the following order:
  - a. Department seniority
  - b. A random drawing
7. If a Member receives a layoff notice with options that are impacted by the decisions of more senior Members in exercising their rights, changes to the options list will be made, in writing, by the City and provided to the affected Member. If the Member has no options available to them, the City shall notify the Member, and they shall be subject to layoff procedures.

#### **E. Vacancies in Classifications**

1. If a funded vacancy exists in a classification into which a Member would be eligible to displace, the Member will be placed in the vacancy rather than displacing another Member in that classification. The vacancy shall therefore be treated as the lowest seniority position in the classification and will be filled prior to displacing anyone in an occupied position.
2. If there are multiple classifications, filled or vacant, into which a Member may displace, the Member may choose which classification to fill.
3. Vacancy factors shall have no bearing on the provisions of this Section. No Member displaced or laid off may be denied reinstatement to their former classification based upon Department vacancy factors, regardless of nomenclature.

#### **F. Miscellaneous**

1. Pro-pay shall continue to be applied to a displaced Member's wages.
2. To retain displacement rights, Members must maintain required certifications for the classifications into which they wish to displace.

## **G. Recall**

1. When a Member is displaced, that Member has recall rights back to a position in the classification previously held.
2. Recall to positions in a previously held classification shall progress in reverse order of the layoff or displacement procedure.
3. Members displaced from promoted classifications retain recall rights indefinitely or until they decline the offer to return to their prior classification. If the Member declines the recall, they lose their entitlement and must compete for promotions in the future on equal footing with other Members.
4. When a Member returns from layoff status, their seniority shall be adjusted to exclude the period of time laid off.
5. When a displaced Member returns to a position in a classification from which they were displaced, their seniority within the classification will be adjusted to reflect that they were never displaced.
6. When a position vacancy exists, the vacancy may not be filled until laid off or displaced Members have been given the opportunity to return to their former classifications. The same criteria shall apply when funding for a formerly held classification is restored and new positions are created.

## **H. Recall Procedures**

1. Members must provide a current mailing address to the City so that they may be notified of recall.
2. Recall notices will be sent by certified mail with return receipt requested. The laid off individual shall have 10 calendar days to accept or decline the recall offer in writing.
3. Upon acceptance, the Member shall have up to 30 days to report to duty.

### **13.4 Termination of Seniority**

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

1. Layoff of 36 months duration.
2. Refusing or declining a recall offer.
3. Resignation, retirement, or permanent separation from the bargaining unit (except as provided for under occupational disability rehire).

### **13.5 Classification Elimination**

- A.** When a classification covered by the Agreement is eliminated, the affected Member in that classification may exercise transfer rights to another classification in the Department if qualified, as outlined in Section 13.3.
- B.** When a classification is eliminated, the duties of that classification may not be transferred to another with a parallel or lower base pay rate until the City and the Union agree to the appropriate wage rate for the changed classification.

## **ARTICLE 14: JURY DUTY AND COURT APPEARANCES**

### **14.1 Jury Duty Compensation**

Members required to serve on jury duty or subpoenaed as witnesses will suffer no loss in regular earnings but shall be compensated during their service at the appropriate rate of pay. Fees paid to jurors or witnesses while serving such duty will be returned to the City. Administrative leave shall be granted to any Member subpoenaed to appear in a court located other than in Fairbanks to appear as a witness because of actions performed while on duty with the Department.

### **14.2 Court Appearance**

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



## **ARTICLE 15: SAFETY**

### **15.1 Safe Work Conditions**

Work shall be executed by Members in a safe and proper manner, and the City shall provide for the safety of Members as prescribed by the provisions of State law or adopted regulations in effect during the term of this Agreement.

### **15.2 Safety Equipment**

The City shall furnish necessary safety and medical equipment for the protection of the Members.

### **15.3 Safety Meetings**

Regular safety meetings for each shift shall be held at least once a month during working hours without loss of pay to the Members. At each safety meeting, the Battalion Chief shall review the record of the last three safety meetings. Safety concerns will be recorded in a safety log by the Battalion Chief. Responses to safety concerns will be made in writing by the City before the next scheduled shift safety meeting.

### **15.4 Safety Committee**

- A.** The Joint Safety Committee shall consist of five members. This shall include the Fire Chief, the Assistant Chief, two members chosen by the Fire Chief, and one Union Representative chosen by the Union President. This committee shall make recommendations to the Fire Chief on equipment, personal protective equipment, uniforms, and safety issues.
- B.** Upon request of the Fire Chief, or at least annually, the Joint Safety Committee shall meet and make recommendations to the Fire Chief. All Members shall be paid at the appropriate rate of pay for attendance at the meeting if it occurs on their scheduled day off.
- C.** Work generated as a result of the Joint Safety Committee shall be assigned and distributed through the chain of command.

### **15.5 Equipment Safety**

- A.** It shall not be considered a violation of this Agreement when a Member(s), having a reasonable concern refuses to participate in work activities when appropriate safety equipment or safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.

- B.** No disciplinary action shall be taken against the Member(s) regarding such refusal until the Joint Safety Committee has met and reported to the Fire Chief on the merits and reasonableness of the safety concern.

## **15.6 Protective Clothing**

- A.** The City agrees to furnish, where the nature of assigned duties dictates, any special protective clothing or device that the Fire Chief determines to be necessary to the health and welfare of the Members and which meet the State law or adopted regulation applicable to the clothing or device.
- B.** Items furnished remain City property. All protective clothing or devices shall be inspected at least annually by the City and shall be replaced if found defective, based upon original specifications or design. The Union may recommend to the Safety Committee specifications of protective clothing essential for the duties of the Department.
- C.** Any new provision or change in the State law or adopted regulations shall not be applied retroactively to existing clothing or equipment unless the law or regulations so states.

## **15.7 Station Uniform**

- A.** When the City requires certain attire to be worn by the Member, an initial issue of attire listed below shall be provided by the City at no cost to the Member upon hiring or when a new item is required.
- B.** The Department will maintain clothing allowance account balances for all members.
- C.** Members will have the ability to cash out the full value of their clothing allowance balance upon separation of service. All members employed by the City will have a lump sum of \$600 deposited into their clothing allowance account on January 1, for each year of the contract.
- D.** The Department will establish the uniform to strive to meet NFPA 1975 in consultation with the Safety Committee.
- E.** The initial issue shall consist of the following uniform attire:

- 2 Class B shirts, short or long
- 1 uniform badge, collar brass, and name tag
- 2 trousers

- 1 parka
- 1 pair of shoes or black boots not to exceed \$350
- 1 pair EMS/Tech rescue pants
- 4 tee shirts, navy blue
- 1 ball cap, navy blue
- 1 uniform-style belt, black
- 1 watch cap/winter stocking cap
- 2 job shirts

## **F. Uniform Replacement**

1. After initial issue, it will be the responsibility of each Member to maintain and restock the items listed in the SOPs.
2. Members may purchase a set of bed linens once per calendar year.

## **15.8 Staffing Levels**

A. The minimum shift staffing is 11 personnel. Both parties agree that the ideal configuration for the current call volume requires a desired shift staffing of 13 personnel to run a command vehicle, two engines, two ambulances, and a squad. Reasonable efforts will be made to provide that level of service. However, the Fire Chief may deviate from the ideal configuration to address staffing issues, fiscal constraints, or unexpected circumstances.

B. Emergency vehicles shall have assigned to them, at minimum, the following personnel:

- a. Engine/Rescue – 1 Captain, 1 Driver, 1 Firefighter
- b. Ambulance (ALS) – 1 Lead Paramedic, 1 Firefighter
- c. Command Vehicle – 1 Battalion Chief
- d. Aerial/Tender/Brush – 1 Captain, 1 Driver
- e. Squad – 1 Captain, 1 Driver
- f. Medic – 2 Personnel, determined by Department policy

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

- a. Engine – Rescue, Tender and/or Brush
- b. Squad – Rescue, Tender, Brush, Medic, and/or Aerial Device

D. The following apparatus will be staffed daily:

- a. 1 Command Vehicle
- b. 2 Engines
- c. 2 Ambulances

d. Additional Apparatus may be staffed at the Fire Chief's discretion.

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

F. Fire Prevention

The City shall employ a minimum of one Member for the purpose of fire prevention except as noted in 6.7.D.2

## **15.9 Mandated Health Training**

Before being counted toward minimum staffing, a Member must complete mandated health training as determined by the City Risk Management Department including, e.g., TB screening, starting Hepatitis A and B series, submittal of shot records, and training in use of personal protective equipment.

## **15.10 Drug Testing – See Appendix A**

## ARTICLE 16: ECONOMIC

### 16.1 Wages

- A. The 2025 pre 4 platoon pay scale will go into effect at the beginning of the pay period following the effective day of this Agreement. Six months after the signing of this agreement, the 4 platoon pay chart will go into effect. On January 1st of 2026 and 2027 the appropriate pay scale charts will go into effect. These pay charts will reflect a 2% cost of living wage increase.
- B. 40 Hour Pay Schedule: Members working a 40-hour schedule will receive a 5% increase at the beginning of the pay period following the effective day of this agreement. On January 1st of 2026 and 2027, the wage increase will be between 3-4%. If the CPI is above 4%, the City will increase wages by 4%. If the CPI is between 3-4% the City will increase wages by the CPI amount. If CPI is below 3%, the city will increase wages by 3%.

### 16.2 Wage Chart

- A. For wage charts, see Appendix B.
- B. 4-platoon wage chart will go into effect no later than July 1, 2025 and remain the pay chart regardless of what suppression schedule is used.

### 16.3 Steps in Grade

Firefighter 1	6 months employment
Firefighter 2	1 year of employment
Firefighter 3	3 years of employment
Firefighter 4	5 year of employment
Driver 2	3 years after Driver promotion date
Captain 2	3 years after Captain promotion date
Battalion Chief 2	3 years after Battalion Chief promotion date
Training Captain 2	3 years as training officer
Community paramedic 2	3 years a community paramedic
Clerk 2	3 years after start date
Admin 2	3 years after start date

*(For DFM requirements see 19.2.D - 19.2.F)*

## 16.4 Incentive pay

- A. Incentive pay is an adjustment to base wages for critical job functions that require extra duty beyond the job description or bonuses for additional certification(s). Final wage is calculated by adding the following percentage(s) of top step Firefighter to the "base wage".

AEMT	4%
Paramedic	8%
Lead Paramedic assigned to a Medic Unit	10%
Ambulance Driver assigned to a Medic Unit	5%
Service and Supply	3%

- B. Incentive pays are only available for suppression Members. Members may have more than one incentive pay (e.g. Paramedic with Service and Supply incentive pays).
- C. Service and Supply incentive pays will be go into effect at 0800 hours on the first day of the pay period following the date of assignment
- D. AEMT and Paramedic incentive pays will be awarded per Article 6.9.C.3.g. Only one Lead Paramedic and only one ambulance driver may receive this incentive pay on each Ambulance/Medic unit.

## 16.5 Overtime Rates

- A. Members shall be compensated at their rate of pay or acting rate of pay (whichever is applicable) for overtime at the following rates in 1/2-hour increments:

FLSA rate compliance (hours in excess of 182 hours worked in a 24-day cycle):

1.5 X regular rate

Holdover: 1.5 X regular rate

Callback for training or other reasons not specified in this Agreement: 1.5 X regular rate, 2 hours minimum

Callback for staffing: 1.5 X regular rate, 4 hours minimum

Special over time: 1.5 X regular rate, 2 hours minimum

Callback for emergencies, investigations, holidays, and holdovers: 1.5 X 40-hour rate

a. Holdover, ½ hour minimum

b. Emergency and investigation, 2 hours minimum.

c. Staffing, 4 hours minimum

Members who agree to participate in non-city events (state forestry, etc.) at the City's direction will follow the overtime guidelines of the agency that is directing

their work. Payment will be under payroll recording keeping guidance for career firefighters as outlined by the US Fire Administration.  
Forced overtime: 1.5 X 40-hour rate  
Relief of Members on forced overtime: 2 X regular rate  
Forced in excess of contractual maximums (e.g. forced over 96 hours): 2 X 40 hour rate.

- B.** The 40-hour rate for Members working a suppression schedule is calculated by multiplying the Member's regular rate by 56 and then dividing by 40.
- C.** Compensatory Time: 40-hour members can accrue comp time in lieu of overtime, at the member's discretion, at the appropriate OT rate. Comp time off shall be taken in the same manner as annual leave, subject to federal and state law.

## **16.6 Calculations**

- A.** Any wage and hour calculation required for the proper pay of members on a 56 hour schedule will use 2912 hours for annual hours worked
- B.** Any Wage and hour calculation required for the proper pay of members on a 40 hour schedule will use 2080 hours for annual hours worked
- C.** Any wage and hour calculation required for the proper pay of members on a 24/72 schedule will use 2436 hours for annual hours worked.

## **16.7 Official Travel Outside City**

- A.** Members designated by the Fire Chief either to receive job-related training or education or to represent the Department/City at conferences or meetings at locations outside the Fairbanks North Star Borough, shall have all expenses for transportation, meals, and lodging prepaid to the vendor by the City.
- B.** When prepayment to a vendor is not possible or practical, the Member shall be reimbursed for the actual cost of air transportation, ground transportation, and lodging (receipts are required for reimbursement) and per diem shall be paid to the Member prior to the Member departing Fairbanks.
- C.** Per diem shall also be paid when the Member is away on authorized business for less than a 24-hour period not involving overnight lodging.
- D.** Per diem shall be based on the State of Alaska Per Diem Rates.

- E.** Per diem shall be \$25.00 when the attendance required for training, education, or at conferences or meetings exceeds seven days. This rate begins on the eighth calendar day.
- F.** Per diem shall not be provided when costs for air transportation, ground transportation, lodging, and meals are paid by another agency other than the City.



## **ARTICLE 17: PERSONNEL RECORDS**

### **17.1 Record Keeping**

A Member's official personnel file may include, but shall not be limited to, the Member's application, reports of results of pre-employment investigations, reports of work performance, progress and disciplinary actions, personnel actions, and survivor benefit forms. The Member's personnel file shall be maintained by the Mayor or their designee.

### **17.2 Records Access**

An individual Member and the Union shall have access to Members' personnel files and the right to examine all records pertaining to Members for matters covered by this Agreement, on proper advance notice to the City, subject to the City's rights of attorney client communications, attorney work product, executive privilege, public deliberative process privilege, or other judicially recognized privilege.

### **17.3 Records Confidentiality**

To the extent permitted by law, records in the personnel file shall be held confidential and not released to persons not authorized access under this Article, unless sought by court order or subpoena. Personnel records may always be inspected by the Fire Chief or other appropriate personnel as determined by the Mayor.

### **17.4 Records Contents**

- A.** Members have the right to comment, in writing, upon items contained in their personnel file. Before any adverse comment or document is placed into a Member's personnel file, the Member shall be made aware of the comment or document. The Member has the right to file a written response to the adverse material, and the Member's response will be contained in the personnel file.
- B.** Personnel records will not be used as a private dossier on Members, nor shall they contain any materials which a Member has not seen or had the opportunity to comment on.

### **17.5 Disciplinary Actions**

- A.** A record of the following disciplinary actions shall be placed in the Member's personnel file:
  - 1. Written reprimand(s)
  - 2. Suspension(s) without pay

3. Involuntary transfer(s)
4. Demotion(s)
5. Termination

**B.** This does not prevent a Member's immediate supervisor(s) from maintaining a file(s) containing information intended to assist the supervisor(s) in evaluating the Member or to serve as a record of counseling, warnings, and/or oral reprimands. A Member has a right to inspect said file(s) upon reasonable notice in the presence of the supervisor(s).

#### **17.6 Disciplinary Action Expiration**

- A. Documentation of disciplinary action older than 3 years shall be excluded from consideration during subsequent disciplinary proceedings and actions.
- B. Written Warnings and reprimands shall be expunged from personnel files one year to date if there is no recurrence of misconduct for which the member was disciplined during that period.
- C. Any record of suspension or greater with the exception of discipline for discrimination, harassment or retaliation shall be expunged from the personnel files at the Employee's request after a minimum of three years if there is no recurrence of misconduct for which the Member was disciplined during that period.

#### **17.7 Union Access to Information**

It is recognized that during the Union's efforts to represent its Members and bargain in good faith, it may legally obtain certain information from the City that could be considered confidential under local, state, or federal law. The parties agree that the primary consideration in obtaining such material is the furtherance of the bargaining and representation positions that may be taken by the Union and that frivolous and unnecessary dissemination shall constitute a violation of this Article. Reasonable usage within the context of lawful lawyer/client privilege, duty of fair representation issues, and any constitutionally protected right shall not constitute a violation of this Article.

#### **17.8 Indemnification**

- A.** In the event any claim or claims are made by a person or persons against any Member for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the City and any liability which is incurred by a Member covered by this Agreement as a result of the claim or claims shall be paid by the City. Any claim or claims, or resulting liability, shall not be paid by the City

if the claim or claims are based upon acts or omissions of any Member resulting from recklessness, gross negligence or intentional misconduct.

- B.** In the event the City resolves an action or claim involving a Member for purely pragmatic reasons not involving any misbehavior by the Member, the City will issue a letter to the Member stating the reasons for the settlement, with a copy placed in the Member's personnel file.
- C.** This section shall be read in conjunction with the terms of any City ordinance providing for indemnification of City employees, and the protection of both this section and the ordinance shall apply, provided that, in the event of any conflict, the provisions providing the maximum protection to the Member shall prevail.

## **ARTICLE 18: ENVIRONMENT**

### **18.1 Environment**

- A.** The City and the Union recognize the importance of maintaining a safe, healthy, and sanitary working environment.
- B.** Suppression Members are required to work and live within quarters provided by the City for a significant part of the work year. Standards for living and working conditions will help ensure the readiness of Members to carry out their duties.

### **18.2 Station Environment**

- A.** All fire stations shall have dormitory facilities, which include institutional standard beds, sanitary mattresses and bed linen. Station air quality, lighting, and temperature control shall meet applicable State adopted standards.
- B.** Adequate supplies of hot water for dish washing and showering must be available always. If hot water is not available in a manned station, Members will be permitted to use the facilities in other stations.
- C.** All stations shall have bathroom facilities and shower stalls which should be vented and isolated, in accordance with applicable local health codes.
- D.** All stations shall have kitchen facilities, which include the following major appliances: stove (4 burner minimum), refrigerator/freezer, dishwasher, and microwave oven(s). The appliances shall be no smaller than those currently provided at each manned station. Each station shall have facilities for washing and drying uniforms. The City will provide for the cleaning of turnouts by using a commercial cleaning company or by providing suitable turnout washing machine(s).
- E.** All stations shall include a habitable living area, which includes usable furniture.
- F.** All areas covered under Section 18.2, Station Environment, are not applicable during area wide emergencies, e.g. power outages, earthquakes, etc.
- G.** The City agrees to repair or replace kitchen appliances and utensils, station furniture, bedding, and heating and cooling equipment in a timely fashion as they wear out.
- H.** A Station Facilities Committee consisting of the Fire Chief, an additional City representative, and two representatives from the Union shall determine the future environmental needs of the fire station(s) and schedule repairs/purchases on a priority basis as funding becomes available.

### **18.3 Parking**

- A.** The City shall provide parking facilities and electrical connections for head bolt heaters at existing installations and at any newly constructed fire stations.
- B.** Head bolt heater outlets shall operate 24 hours per day when the outside temperature is either 10° F or the temperature recommended by the Fairbanks North Star Borough Department of Environmental Services, whichever is warmer. The City will endeavor to provide outside parking areas with snow removal and sanding for icy conditions.

## **ARTICLE 19: PROMOTIONS AND PROBATIONARY PERIODS**

### **19.1 Promotional Process**

- A. The regular promotional list [hereinafter the “list”] will go into effect January 1 of odd numbered years.
- B. The renewal process and notification of regular promotional test dates will be posted at least three months prior to the date of the written exam, which shall be held during the final quarter of each even numbered year.
- C. Any changes to the resume grading requirements will be posted 12 months prior to the promotional test.
- D. In the event the list is exhausted prior to the expiration date, a new list shall be established and valid until the next regular list is established. If the list is exhausted 9 months or less prior to the next regular promotional test, the Fire Chief may choose to not test until the next regularly scheduled test.
- E. The Department will post the regular list before the expiration of the previous list.
- F. An applicant must turn in the completed written test application to the Fire Chief at least six weeks prior to the scheduled exam date.
- G. An applicant must have signed for a receipt of the qualification list at the time of receiving study material.
- H. Time in classification requirements are based on the date the list goes into effect.
- I. Scores for all promotional testing will be made available to the membership at all steps of the process. Members will be able to inspect their score sheets from the oral board. The names of evaluators will be redacted.
- J. Upon successful completion of the promotional process, Members will be eligible to act in the respective classification. Acting will be permitted only by members of the promotional list.

### **19.2 Eligibility Requirements**

#### **A. Driver Engineer:**

- 1. Minimum of two years of experience of continuous employment in fire suppression with the Department;
- 2. Checked off on listed apparatus at least one week prior to the exam date using current check off standards;

3. Passed the Department's written test; and
4. Must have 60 hours of documented drivers training per NFPA/ISO.

Training requirements will be agreed upon in writing by the Union and Fire Chief per department SOP (Acting and Training Requirements). The Union and the Fire Chief shall meet and confer about adding language for practical testing and/or certification for future testing cycles.

**B. Captain:**

1. Minimum of two years of continuous experience as a Driver and/or Administrative Captain in the Department, or have 6 years of total continuous Department experience; and
  - a. Non-driver/engineer applicants must be checked off on all listed apparatus one week prior to the exam date using current check off standards.
2. Pass the Department's written test.

Training requirements will be agreed upon in writing by the Union and Fire Chief per department SOP (Acting and Training Promotion Requirements).

**C. Battalion Chief:**

1. Have held the rank of Captain for a minimum of two continuous years with the Department; and
2. Pass the department's written test.

Training requirements will be agreed upon in writing by the Union and Fire Chief per department SOP (Acting and Training Promotion Requirements).

**D. Deputy Fire Marshall I:**

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

**E. Deputy Fire Marshall II:**

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

**F. Deputy Fire Marshall III:**

1. Associate's degree in fire science or higher degree in a related field or the equivalent thereof by work experience, as set forth below in this section.

2. Minimum of five years of experience as a Deputy Fire Marshal II or equivalent.
3. Certified national or state certified Fire Investigator and I.C.C. Fire Code Inspector.
4. Certified I.C.C. Fire Plan Examiner.

#### **G. Paramedic Selection:**

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

### **19.3 Promotional Testing**

#### **A. Promotional Seniority**

1. Seniority is based on the date the list is to take effect.
2. Members are awarded 0.25 points per full calendar month (no points given for partial months) for a maximum of 20 years or 60 points.
3. Promotional seniority applies to continuous time in the Department.
4. A full month is credited when an individual was hired/promoted on the first, second or third of the month. This applies to suppression Members and 40-hour Members.

#### **B. Written Exam**

1. Minimum passing score is 70%.
2. The Fire Chief and the Union will agree on a selection of contemporary study resources. A Member from each classification will be provided by the Union to coordinate study resource selection with the Fire Chief. The Fire Chief has the right to reject any such Member in which case the Union shall provide an alternate.
3. The Fire Chief will make arrangements for all on duty Members to take the exams at no loss of leave or standby time.

#### **C. Oral Exam and Board**

1. An oral board ("Board") shall be composed of five persons as follows:
  - a. Three City representatives, one of whom will be a City employee and one with a fire service background. For the Paramedic board, one will have a medical background. If the Fire Chief is conducting the Chief's Interview, they may not participate in the Oral exam.
  - b. The Union will provide a Member who holds, or has held, the classification being tested for and one additional member of any classification.



2. The Board shall formulate up to 10 questions to be asked of each applicant for a particular classification. Applicants for the same classification shall all be asked the same questions.
3. Each question shall be worth a maximum of five points, with five being the highest score. Each member of the Board will assign points to each applicant's answer to each question. The high and low score of each question will be removed. The total of the Board's points assigned to each answer shall be tallied and divided by the number of Board members to arrive at an average score for each answer.
4. Minimum passing score is 60%.

#### **D. Resume**

1. The Board shall consider an applicant's resume. Resumes shall be turned into the Fire Chief one week prior to the Oral Boards.
2. The HR office will submit, with the applicant's resume, a list of any disciplinary action that the Member may have received, up to five years prior to the promotional exam.
3. The Union and the Fire Chief shall agree on grading requirements.
4. Each member of the Board will assign a score to each applicant's resume. The total of the Board's points assigned shall be tallied with an average score calculated.

#### **E. Chief's Interview**

The Fire Chief shall conduct an interview of the applicants. The procedures must be clearly stated before the written test and must be consistent throughout the process.

### **19.4 Promotional List**

- A.** The promotional list shall be established by combining the category scores in the following manner:

Written exam	40%
Oral exam	30%
Resume (scored by oral board)	10%
Chiefs Interview	10%
Seniority points	10%
Total	100%

- B.** The list shall be established by ranking the Member with the highest point total as number one, the Member with the next highest points as number two, and will continue in this manner until all qualified applicants are sequentially listed. The Fire Chief will promote Members from the top of the list.

## **19.5 Probation Status**

A Member who accepts any promotion to a classification covered by this Agreement or any position with the City that is not within the Union covered by this Agreement will be able to return to their previously vacated classification for any reason during the time the Member is on probation in the promoted position. If a Member returns to their former classification, they will be placed at the bottom of the promotional list they vacated.

## **19.6 New-Hire Probationary Requirements**

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

## **19.7 Promotional Probationary Period**

- A.** Standard promotional probation is six months but may be extended by the Fire Chief up to twelve additional months.
- B.** Evaluations shall be conducted by shift officers and coordinated by the Battalion Chiefs, at two months and five months, except that Battalion Chiefs shall be evaluated by the Fire Chief or designee.

- C. A Member who does not successfully complete probation will be returned to the classification held prior to promotion without loss of classification seniority and removed from the promotional list.

#### **19.8 Voluntary Demotion**

- A. A Member who takes a voluntary demotion will be placed on the bottom of the promotional list of the vacated classification until the next promotional list is posted. If the voluntary demotion is taken after the deadline for signing up for the promotional process, the Member will be placed on the bottom of the new list.
- B. A Member who declines a promotion will be placed on the bottom of the current promotional list. If the Member is the only person on the list, the list will be considered exhausted.
- C. A Member must retest once the list they have voluntarily demoted to expires. Members who do not choose to re-test may not work in the position they were demoted from under the previously held classification rules.

## **ARTICLE 20: EMPLOYEE PROFESSIONAL STANDARD OF BEHAVIOR & PROVISIONS RELATING TO DISCIPLINE AND FORMAL INVESTIGATIONS**

### **20.1 Duty of All Fire Department Employees**

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

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

### **20.2 Added Duty of Fire Officers**

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

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

### **20.3 Just Cause for Disciplinary Penalty**

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

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

### **20.4 Disciplinary Representation**

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

### **20.5 Formal Disciplinary Investigations**

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

- A.** A Member under formal investigation shall be informed by the City, in writing, of the nature of the investigation and provided a copy of the alleged violation(s) within two business days for 40-hour employees and ten calendar days for suppression employees from the date the formal investigation is initiated by the Fire Chief. In addition, the City will notify the Member and Union President verbally the day any

formal investigation is initiated. For purposes of this subsection, if either the Member or Union is unavailable, voicemail or email notice shall suffice.

- B.** The Union shall be informed in writing of a formal investigation concerning a Member which could lead to disciplinary action.
- C.** Interviews shall be conducted at a reasonable hour and not exceed a reasonable length of time, preferably during the time a Member is on duty. A Member shall be compensated at the FLSA rate if the interview occurs during off duty time.
- D.** The interview may be recorded, in which case the Member shall have access to the recording. The interviewed Member shall also have the right to bring their own recording device and record all aspects of the interview in which case, the Member shall provide access to the recording to the City. No recording device shall be used by any party unless the Member and the City are made aware of the fact prior to such an interview. The Member shall be entitled to any transcription of the recording, if such is prepared.
- E.** The Executive Board will be notified in writing of the final outcome of formal investigation.
- F.** Upon completion of a Formal Investigation and subject to the City's rights to confidential attorney-client communications or attorney work product the Union shall have the right to examine all records pertaining to the Formal Investigation.
- G.** No Member shall suffer a reduction in pay or benefits prior to imposition of a disciplinary penalty.
- H.** Subject to Section 17.5, all formal disciplinary penalties shall be recorded in the Member's Personnel File and shall constitute the official record to be used in disciplinary actions and any subsequent consideration for promotion.

## **20.6 Pre-disciplinary Meeting**

- A.** In the event the Fire Chief recommends that a non-probationary Member be suspended without pay, demoted, or involuntarily terminated, the Member will be notified in writing of the reasons for proposed discipline.
- B.** Any non-probationary Member who receives a notice of proposed suspension without pay, demotion, or discharge may, within three calendar days from the date of receipt of the notice of proposed action, request a pre-disciplinary meeting with the Mayor before a final decision is made. After the request is made, such meeting shall be held within three calendar days unless an extension is mutually agreed upon. The meeting

shall be informal, and the Member shall be entitled to Union representation. The Member shall be placed on paid administrative leave pending the meeting with the Mayor. If both the Fire Chief and Union agree, the Member may continue to work pending the meeting with the Mayor.

- C. Article 20 provisions regarding suspension without pay, demotion, or involuntary termination of employment of a Member do not apply to the suspension without pay, demotion, or involuntary termination of employment of a new hire probationary Member. A new hire probationary Member whose employment is terminated will be released from completing the balance of the shift and will be paid through the end of the shift. The probationary Member may request a post-termination meeting with the Mayor.

## **20.7 General Guidelines**

- A. The City will not cause or require the Member under investigation to be subjected to visits by the press or news media, nor shall the Member's home address, telephone number, or photograph be supplied to the press or news media by the City without the Member's express consent.
- B. Other than to report whether an administrative investigation is underway, neither the City nor the Union or any of its Members will supply to the press or news media any information concerning the investigation until the investigation has been closed.

## **20.8 Outcome of Formal Investigations**

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

- A. "Substantiated" means that the act of misconduct or violation complained of occurred.
- B. "Unsubstantiated" means that there was insufficient evidence to prove or disprove the allegation.
- C. "Exonerated" means that the act alleged did occur but the Member's actions were lawful and proper.
- D. "Unfounded" means that the act alleged did not occur.
- E. "Other Misconduct Noted" means the investigation revealed an act of misconduct or violation not alleged in the complaint.
- F. "Withdrawn Complaint" means either the complainant has decided against pursuing the matter or failed to cooperate to the extent necessary to complete the investigation.





## **ARTICLE 21: TRAINING AND PROFESSIONAL DEVELOPMENT**

### **21.1 Essential Training**

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

### **21.2 Specific Training**

#### **A. All Members**

1. Hazardous Materials Operations level training and required refresher training
2. Emergency Medical Technician I training
3. Emergency Medical Technician I, II, or III (whichever is appropriate), refresher training
4. Continuing Medical Education (CME) as required by the State
5. Cardio-pulmonary Resuscitation (CPR) training
6. Training deemed necessary by the City's physician sponsor
7. Firefighter I & II

#### **B. Paramedics**

1. Initial paramedic instruction and required internship
2. Advanced Cardiac Life Support (ACLS), complete course every two years
3. Pediatric Advanced Life Support (PALS), complete course every two years
4. Biannual refresher training as required by the National Registry of Paramedics for maintenance of National Registry certification
5. Continuing Medical Education (CME) as required by the State
6. Training deemed necessary by the City's physician sponsor

#### **C. SCBA Technicians**

1. SCBA Level II, III technician training and required refresher training
2. Members responsible for air (breathing) compressor maintenance shall receive training as required by the equipment manufacturer and applicable regulations.

**D.** The City shall provide for the reasonable cost of training, not including on-duty time or overtime, of any Member desiring to become an EMT II and/or EMT III. The City shall provide for administrative leave if staffing permits.

#### **E. Training Administration**

1. The City will provide the mechanism for Members to take the initial certification or recertification practical and opportunity to take the written exam for certification.

2. Training listed in this Section 21.2 will be scheduled at least 60 days in advance and posted in writing.

### **21.3 Training Allowance**

In an effort to provide Members with educational opportunities and thereby better serving the public, it is agreed that the City will allocate \$1,500 per Member and additional \$1,500 for each Paramedic for job related training or education to be conducted during the 3 year period from the effective date of this contract.

#### **A. Training Allowance Administration**

1. Job related training includes, but is not limited to Fire, EMS, physical/mental health, leadership and post-secondary education.
2. Allowance may not be used for training required by the City and/or training received while on duty.
3. Members shall be covered by workers' compensation while participating in training and while traveling to or from training.
4. The City will reimburse the Member upon receipt of training expenses or pre-pay for the training so that the training allowance does not count as taxable income.

## **ARTICLE 22: DEFINITIONS**

**Administrative Officer** – Battalion Chief or Captain whose duties include training of personnel, functioning as a Safety Officer, and other duties as assigned by the Fire Chief. An Administrative Officer may fill in for a suppression Battalion Chief or Captain in accordance with Section 6.11.

**Base Rate** – the hourly rate for a classification

**Buckets:**

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

**Calendar Year** – January 1 through December 31

**Callback** – off-duty Member who is contacted and comes to work when not scheduled

**City** – City of Fairbanks

**Classification** – Department rank or position.

**Day** – in computing any time prescribed or allowed, the day of the act or event from which the time begins to run is not included

- 10 days or less: weekends and holidays are excluded
- 11 days or more: no days are excluded
- If the final day of the time period falls on a weekend or holiday, then the weekend following will be considered the final day.

**Department** – Fire Department of the City of Fairbanks

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

**E.M.T.** – Emergency Medical Technician levels as defined by the State (see 7 AAC 26.010- 26.150, as amended)

**F.G.C.** – Fairbanks General Code of Ordinances.

**F.L.S.A.** – Federal Fair Labor Standards Act

**Fire Chief** – person designated to have administrative authority over the Fire Department designated by the City as Fire Chief, Department Head or otherwise designated

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

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

**Layoff** – a reduction in the number of Members employed within the Department due to a shortage of funds, a lack of work or other material changes which are outside a Member's control and which do not reflect discredit upon the service of the Member

**Manning** – Positions to be filled to meet minimum staffing requirements

**Mayor** – Mayor of the City

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

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

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

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

- Lead Paramedic
- Acting Battalion Chief
- Acting Captain
- Acting Driver
- Lead Paramedic Preceptor

**Rules & Regulations** – work rules promulgated by the Fire Chief reviewed by the Union and governing work performed by employees

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

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

**Source Platoon** – the platoon from which a Member is being transferred

**Target Platoon** – the platoon to which a Member is being transferred

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

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

**Union** – the Fairbanks Firefighters Union, Local 1324 of the International Association of Firefighters (IAFF).

**City of Fairbanks**

**Fairbanks Firefighters Union**

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**David Pruhs, Mayor**

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**Nick Clark, President IAFF L1324**

## **Appendix A – Drug Testing**

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

### **Section 1 Policy:**

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

### **Section 2 Informing Employees About Drug and Alcohol Testing:**

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

### **Section 3 Employee Testing:**

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

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

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

#### Section 4 Sample Collection:

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

#### Section 5 Drug Testing:

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

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

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

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

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

Amphetamine 500 ng/ml

Methamphetamine 500 ng/ml

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

[2] Benzoyllecgonine

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

#### Section 6 Alcohol Testing:

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

#### Section 7. Medical Review Physician:

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



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

#### Section 8 Laboratory Results:

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

#### Section 9 Testing Program Costs:

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

#### Section 10 Rehabilitation Program:

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

#### Section 11 Duty assignment after treatment:

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

Section 12 Right of appeal:

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

Section 13 Union held Harmless:

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

Section 14 Changes in Testing Procedures:

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

Section 15 Conflict with Other Laws:

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

### **Consent and Release Form for Drug/Alcohol Test Program:**

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

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

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

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

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Printed or typed name of employee

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Signature of employee

---

Date

## Appendix B – Wage Charts

2025 (pre-4 platoon)														
	EMT						AEMT						PM	
	FF	MID	FF / SCBA	MID / SCBA	FF	MID	FF / SCBA	MID / SCBA	FF	MID	M1PM	FF / SCBA	MID / SCBA	M1PM / SCBA
RFF	20.64	22.23	21.80	23.18	21.82	23.40	22.77	24.36	23.10	24.69	26.28	24.06	25.64	27.24
FF 1	22.70	24.29	23.66	25.24	23.91	25.49	24.66	26.45	25.17	26.75	28.35	26.12	27.71	29.31
FF 2	26.79	28.37	27.74	29.33	28.00	29.59	28.96	30.54	29.27	30.66	32.46	30.23	31.82	33.41
FF 3	29.28	30.87	30.24	31.83	30.56	32.14	31.51	33.10	31.84	33.42	35.02	32.79	34.36	35.97
FF 4	31.80	33.39	32.76	34.35	33.10	34.68	34.05	35.64	34.38	35.96	37.56	35.33	36.92	38.51
DR 1	33.69	35.28	34.65	36.24	35.01	36.59	35.96	37.55	36.29	37.87	39.47	37.24	38.83	40.43
DR 2	34.53	36.12	35.49	37.08	35.86	37.46	36.83	38.42	37.19	38.78	40.37	38.15	39.73	41.33
C 1	36.54	38.13	37.50	39.08	37.87	39.46	38.83	40.41	39.14	40.73	42.33	40.10	41.69	43.28
C 2	37.45	39.04	38.41	39.99	38.82	40.40	39.77	41.36	40.12	41.71	43.30	41.08	42.66	44.26
BC 1	39.78	41.37	40.74	42.33	41.13	42.71	42.08	43.67	42.41	44.00	45.59	43.37	44.95	46.55
BC 2	40.78	42.37	41.74	43.32	42.16	43.74	43.11	44.70	43.47	45.06	46.65	44.43	46.01	47.61
DFM	0	1	2	3										
Admin	34.08	38.85	44.70	50.31										
Clerk	28.79	29.75	31.92	32.57										
TO			52.42	56.15										
CMP			44.57	48.13										
2025 4 platoon														
	EMT						AEMT						PM	
	FF	MID	FF / SCBA	MID / SCBA	FF	MID	FF / SCBA	MID / SCBA	FF	MID	M1PM	FF / SCBA	MID / SCBA	M1PM / SCBA
RFF	24.77	26.67	25.92	27.82	26.16	28.09	27.33	29.23	27.72	29.62	31.54	28.87	30.77	32.66
FF 1	27.24	29.14	28.39	30.29	28.69	30.59	29.64	31.74	30.20	32.10	34.02	31.35	33.25	35.17
FF 2	32.14	34.05	33.29	35.19	33.60	35.51	34.75	36.65	35.13	37.03	38.95	36.28	38.18	40.09
FF 3	35.14	37.04	36.29	38.19	36.67	38.57	37.81	39.72	38.20	40.11	42.02	39.35	41.25	43.17
FF 4	38.17	40.07	39.31	41.21	39.72	41.62	40.86	42.76	41.25	43.16	45.07	42.40	44.30	46.22
DR 1	40.43	42.34	41.58	43.48	42.01	43.91	43.16	45.06	43.55	45.45	47.36	44.69	46.59	48.51
DR 2	41.44	43.34	42.59	44.49	43.05	44.96	44.20	46.10	44.63	46.53	48.45	45.78	47.68	49.59
C 1	43.85	45.75	44.99	46.90	45.45	47.35	46.59	48.50	46.97	48.88	50.79	48.12	50.02	51.94
C 2	44.94	46.85	46.09	47.99	46.58	48.48	47.73	49.63	48.14	50.05	51.96	49.29	51.19	53.11
BC 1	47.74	49.64	48.89	50.79	49.35	51.26	50.50	52.40	50.89	52.79	54.71	52.04	53.94	55.86
BC 2	48.94	50.84	50.09	51.99	50.59	52.49	51.74	53.64	52.16	54.07	55.98	53.31	55.21	57.13
DFM	0	1	2	3										
Admin	34.08	38.85	44.70	50.31										
Clerk	28.79	29.75	31.92	32.57										
TO			52.42	56.15										
CMP			44.57	48.13										

## Appendix B – Wage Charts (cont.)

2026 4 platoon														
	EMT				A/EMT				PM					
	FF	MID	FF / SCBA	MID / SCBA	FF	MID	FF / SCBA	MID / SCBA	FF	MID	M/PM	FF / SCBA	MID / SCBA	M/PM / SCBA
RFF	25.27	27.21	26.44	28.38	26.71	28.65	27.88	29.82	28.27	30.22	32.17	29.44	31.38	33.34
FF 1	27.79	29.73	28.96	30.90	29.26	31.20	30.43	32.37	30.81	32.75	34.70	31.96	33.92	35.87
FF 2	32.79	34.73	33.95	35.90	34.28	36.22	35.45	37.39	35.83	37.77	39.73	37.00	38.94	40.90
FF 3	35.84	37.78	37.01	38.95	37.40	39.34	38.57	40.51	38.97	40.91	42.86	40.14	42.08	44.03
FF 4	38.93	40.87	40.10	42.04	40.51	42.45	41.68	43.62	42.08	44.02	45.97	43.25	45.19	47.14
DR 1	41.24	43.18	42.41	44.35	42.85	44.79	44.02	45.96	44.42	46.36	48.31	45.59	47.53	49.48
DR 2	42.27	44.21	43.44	45.38	43.92	45.86	45.08	47.03	45.52	47.46	49.42	46.69	48.63	50.59
C 1	44.72	46.67	45.89	47.84	46.36	48.30	47.53	49.47	47.91	49.85	51.81	49.06	51.02	52.98
C 2	45.84	47.78	47.01	48.95	47.51	49.45	48.68	50.62	49.11	51.05	53.00	50.26	52.22	54.17
BC 1	48.70	50.64	49.87	51.81	50.34	52.28	51.51	53.45	51.91	53.85	55.80	53.06	55.02	56.97
BC 2	49.92	51.86	51.09	53.03	51.60	53.54	52.77	54.71	53.21	55.15	57.10	54.36	56.32	58.27
DFM	0	1	2	3										
Admin														
Clerk														
TO														
CMP														
2027 4 platoon														
	EMT				A/EMT				PM					
	FF	MID	FF / SCBA	MID / SCBA	FF	MID	FF / SCBA	MID / SCBA	FF	MID	M/PM	FF / SCBA	MID / SCBA	M/PM / SCBA
RFF	25.77	27.75	26.97	28.94	27.24	29.22	28.43	30.41	28.84	30.82	32.81	30.03	32.01	34.00
FF 1	28.34	30.32	29.53	31.51	29.85	31.83	31.04	33.02	31.42	33.40	35.39	32.62	34.59	36.59
FF 2	33.44	35.42	34.63	36.61	34.96	36.94	36.15	38.13	36.55	38.53	40.52	37.74	39.72	41.71
FF 3	38.56	38.54	37.75	38.73	38.15	40.13	39.34	41.32	39.75	41.73	43.72	40.94	42.92	44.91
FF 4	39.71	41.69	40.90	42.88	41.32	43.30	42.51	44.49	42.92	44.90	46.89	44.11	46.09	48.08
DR 1	42.07	44.05	43.26	45.24	43.71	45.69	44.90	46.88	45.30	47.28	49.28	46.50	48.48	50.47
DR 2	43.12	45.10	44.31	46.29	44.79	46.77	45.99	47.97	46.43	48.41	50.40	47.63	49.60	51.60
C 1	45.62	47.60	46.81	48.79	47.26	49.26	48.48	50.46	48.87	50.85	52.84	50.06	52.04	54.04
C 2	46.76	48.74	47.95	49.93	48.46	50.44	49.66	51.64	50.09	52.07	54.06	51.26	53.26	55.25
BC 1	49.67	51.65	50.86	52.84	51.35	53.33	52.54	54.52	52.95	54.93	56.92	54.14	56.12	58.11
BC 2	50.92	52.89	52.11	54.09	52.63	54.61	53.83	55.81	54.27	56.25	58.24	55.46	57.44	59.44
DFM	0	1	2	3										
Admin														
Clerk														
TO														
CMP														

**RESOLUTION NO. 5144**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE FY2025 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) DISCRETIONARY GRANT PROGRAM FOR ISLAND HOMES SUBDIVISION RECONSTRUCTION**

**WHEREAS**, the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant program provides the United States Department of Transportation a unique opportunity to invest in road, rail, transit, and port projects; and

**WHEREAS**, the Department of Transportation is reserving a portion of the FY2025 RAISE funds for highly rated applications that were not selected under the FY2024 RAISE program that were designated as FY2024 Projects of Merit; and

**WHEREAS**, the City of Fairbanks FY2024 application submission for Island Homes Reconstruction was designated as a RAISE Project of Merit, and as such, the City needs only to notify the RAISE Program to consider our FY2024 application under FY2025 RAISE Round One reserved funding to be considered for an award; and

**WHEREAS**, the City of Fairbanks plans to request \$21,000,000, and a match is not required; however, contingency funds are required in the amount of \$2,100,000; and

**WHEREAS**, the City of Fairbanks will provide contingency funds in the amount of \$1,300,000, and Golden Heart Utilities intends to provide contingency funds in the amount of \$800,000, pending board approval.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor or his designee is authorized to execute any and all documents required for requesting funds on behalf of the City for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary 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:  
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: 5144

Abbreviated Title: RAISE Discretionary Grant Program - Island Homes Reconstruction

Department(s): Engineering

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? \_\_\_\_\_

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>PROJECTS:</b>	<b>Total</b>
Island Home Subdivision Reconstruction (Roads, Sidewalks, Drainage and Utilities)	\$21,000,000
Island Home Subdivision Reconstruction (Contingency Fund)	\$2,100,000
<b>TOTAL</b>	<b>\$23,100,000</b>

<b>FUNDING SOURCE:</b>	<b>Total</b>
Grant Fund (Federal)	\$21,000,000
Capital Fund	\$1,300,000
Grant Fund (GHU)	\$800,000
<b>TOTAL</b>	<b>\$23,100,000</b>

The City will use \$1,300,000 from the Capital Fund designated as a RAISE grant match for contingency funds, these funds are for potential cost overruns that may be experienced during the project. Golden Heart Utilities intends to provide \$800,000 in the contingency funds for utility work included in the project, pending board approval.

Reviewed by Finance Department:

Initial SF

Date 11/7/2024



**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.

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**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.

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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

**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.

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**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. 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.

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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**  
**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]



*City of Fairbanks*

**MEMORANDUM**

To: City Council Members  
From: David Pruhs, City Mayor  
Subject: Request for Concurrence – Fairbanks Diversity Council  
Date: November 13, 2024

---

There are currently three vacancies on the Fairbanks Diversity Council. Former member June Rogers has applied to return as a member.

I hereby request your concurrence to the following **appointment** to the Fairbanks Diversity Council:

Seat C      Ms. June Rogers      Term Expires: June 30, 2026

Ms. Rogers' application is attached.

Thank you.

dds/



City of Fairbanks, Alaska

# Fairbanks Diversity Council

## Board Details

The purpose of the Fairbanks Diversity Council (FDC) is to provide a citizens’ forum to the City Council and the Borough Assembly, provide advice and recommendations to promote equal opportunity for all members of the public, serve as a diversity advisory board, and recommend adoption of a Diversity Action Plan.

The Fairbanks Diversity Council has adopted the following Mission Statement:

The City of Fairbanks recognizes that our community is a diverse one, with a wide variety of ethnic backgrounds, cultures, beliefs and orientations and recognizes this diversity as an asset and resource for our community. The establishment of a Fairbanks Diversity Council can provide the City Council and Fairbanks North Star Borough Assembly with advice and recommendations to promote equal opportunity for all members of the public.

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## Overview

- ☐ **Size** 14 Seats
- ☐ **Term Length** 3 Years
- ☐ **Term Limit** N/A

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## Additional

### **Board/Commission Characteristics**

The FDC will consist of 11 voting members, 10 of which will be appointed by the City Mayor and subject to approval by the City Council. All members must be members of the Fairbanks community. One of the voting members will be appointed by the Fairbanks North Star Borough (FNSB) Mayor, subject to confirmation by the Borough Assembly. All appointments of the public members shall be for three-year terms, without compensation. The City Mayor shall serve as the non-voting Chairperson of the FDC. The Mayor may appoint a chairperson from the membership of the FDC. If the Mayor appoints a chairperson, the person will remain a voting member and will serve a one-year term as chairperson. The FDC will choose a vice chairperson from among its members. The person chosen will serve a one-year term as vice chairperson. When the term of the chairperson expires, the vice chairperson will become the chairperson, and the FDC will choose a new vice chairperson from among its members. If the Mayor chooses to serve as the chairperson, the vice chairperson will not progress to the chairperson position. The Mayor will remain a non-voting member of the FDC even if not serving as chairperson. The FDC may organize committees and adopt administrative rules and procedures to accomplish its purposes.

### **Meetings**

A quorum shall be necessary to conduct a meeting. A quorum shall consist of a majority of the appointed voting members of the FDC. The business of the FDC shall be transacted by a majority vote of voting members present after a quorum is established. All meetings shall be held, and notices and agendas shall be posted, in compliance with the Alaska Open Meetings Act. Meetings are held on the second Tuesday of each month at 5:30 p.m. in the City Council Chambers at City Hall. Minutes of FDC proceedings shall be kept and filed in accordance with applicable laws dealing with public records. In all matters of parliamentary procedure not covered by rules and procedures adopted under Ordinance No. 5939, the current version of Robert's Rules of Order will govern. The FDC shall keep permanent records or minutes of all meetings. The minutes shall promptly be filed in the office of the City Clerk and shall be open to public inspection. The City Clerk shall supply the FDC with administrative support.

[<a href="https://www.fairbanksalaska.us/bc-diversity"><b>Approved Resolutions</b></a>](https://www.fairbanksalaska.us/bc-diversity)

### **Enacting Legislation**

FGC 2-231 through 2-235

### **Enacting Legislation Website**

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

### **Joint Commission Details**

The FDC shall include 11 public voting members broadly selected to represent the diverse people of the Fairbanks community. Ten members shall be appointed by the City Mayor subject to the approval of the City Council. One member shall be appointed by the Fairbanks North Star Borough Mayor subject to the approval of the Fairbanks North Star Borough Assembly.

### **Email the Commission Members**

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



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## Profile

June

First Name

Rogers

Last Name

Email Address

## Mailing Address

## Are you a City of Fairbanks resident? \*

☒ Yes

Primary Phone

Alternate Phone

## Which Boards would you like to apply for?

Fairbanks Diversity Council: Submitted

---

## Interests and Experiences

Question applies to Fairbanks Diversity Council

**Please tell us how your diversity will benefit and contribute to the mission and purpose of the Fairbanks Diversity Council. You may list any group, club, organization, etc. that you are formally affiliated with.**

I am currently involved in several committees that deal with behavioral health / humanitarian issues.. FNA's Behavioral Health Community Coalition CRISIS Now Fairbanks Housing & Homeless Fairbanks Re-entry Coalition Interior Aids Association - Opioid Work Group Fairbanks Sister Cities Polaris Group Stars of Gold Readers Advocate for AK Cancer Assoc. work on Youth and Vaping Mentoring Youth at Effie Kokrine HS Fairbanks Garden Club/Restoration of Creamer's Barns

**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 actively involved with community advocacy since the late '70's and wish to continue. I was an original member of the FDC from the year 2014 until I became the City Council Representative in 2016, serving in that capacity until this past month - October, 2024.

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

Life long resident of Fairbanks - parent, grandparent, & great grandparent, self employed since I was a teenager. Management & Director positions with arts related projects and organizations since the early 80's



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

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I do not hold any professional licenses, however I have served in Community Leadership positions for several decades and have received commendations from both local and state government.



*City of Fairbanks*

**MEMORANDUM**

To: City Council Members

From: D. Danyielle Snider, City Clerk 

Through: Mayor David Pruhs

Subject: Recommendation for Appointment to the FNSB Planning Commission

Date: November 13, 2024

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One of the four City-represented seats on the FNSB Planning Commission, currently filled by Crystal Tidwell, will expire on December 31, 2024.

FNSB Code of Ordinances Section 4.80.010A states:

*The appointments of members from the cities shall be selected from a list of recommendations submitted to the Borough Mayor by the city councils.*

By approving this memorandum, the Fairbanks City Council recommends to the Borough Mayor the appointment of Ms. Olivia Rodriguez to Seat C of the FNSB Planning Commission, effective January 1, 2025, with a term to expire on December 31, 2027.

Ms. Rodriguez's application is attached.

Thank you.



City of Fairbanks, Alaska

# FNSB - Planning Commission

## Board Details

The powers and duties of the Fairbanks North Star Borough (FNSB) Planning Commission are as outlined in FNSBC Chapter 4.80.



### Overview

- ☐ **Size** 4 Seats
- ☐ **Term Length** 3 Years
- ☐ **Term Limit** N/A



### Additional

### **Board/Commission Characteristics**

The FNSB Planning Commission shall consist of 11 members. Commission membership shall be apportioned so that the number of members from the cities of Fairbanks and North Pole reflects the proportion of the Borough population residing within those cities as determined by the Borough Assembly from time to time. Members shall be appointed by the Borough Mayor, subject to confirmation by the Assembly. The appointments of members from the cities shall be selected from a list of recommendations submitted to the Borough Mayor by the City Councils. Members appointed from outside the cities shall be as presentative of the various geographic areas of the Borough as practical. The Borough Mayor, Planning Director and Engineer shall be ex officio members of the Commission with privilege of the floor but shall have no vote on any matter. In addition to the eligibility and qualifications requirements in FNSBC 4.04.040, the assembly shall not confirm the appointment or selection of a local elected official serving on the assembly or a mayor. Any sitting planning commissioner who is elected or appointed as an assembly member or mayor shall resign as a planning commissioner on or prior to being sworn in to the new position.

### **Meetings**

Planning Commission meetings are held the second and fourth Tuesdays of every month or as scheduled by the clerk. The Commission shall annually elect from its membership a chairman and vice chairman and shall adopt rules for the conduct of its meetings. Robert's Rules of Order (newly revised) shall apply unless different rules are adopted by the Commission and approved by the Assembly. Meetings of the Commission are public in accordance with AS 44.62 and minutes shall be kept. Minutes of the Commission shall be filed with the Borough Clerk. Records of the Commission shall be retained as public records within the Planning Department. Six members of the Commission shall constitute a quorum. All Commission actions shall be by vote of a majority of the Commission's membership who are present and voting.

### **Enacting Legislation**

FNSBC 4.80.010 - 4.80.060

### **Enacting Legislation Website**

<http://bit.ly/2A7yw1l>

### **Joint Commission Details**

The Planning Commission is a FNSB Commission with appointments from multiple jurisdictions. Only City-recommended seats are listed on the City's membership roster. If there is a vacancy for one of the three City-recommended seats, you may apply through this website. For a complete member listing, visit the Fairbanks North Star Borough website at <https://bit.ly/3j3DSnz>.

### **Email the Commission Members**

N/A

Profile

Olivia

First Name

Rodriguez

Last Name

Email Address

Are you a City of Fairbanks resident? \*

☒ Yes

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

FNSB - Planning Commission: Submitted

Interests and Experiences

Why are you interested in serving on a City board or commission? What experiences can you contribute to the benefit of the board or commission?

I am interested in serving on the FNSB Planning Commission because I am deeply committed to the development and vitality of Fairbanks. As a third-generation Alaskan, small business owner, and downtown homeowner, I have a strong personal and professional investment in our city’s future. I believe Fairbanks has the potential to be a vibrant and strong community, and I am eager to contribute to decisions that shape that vision. Through my work with Golden Heart Consulting and my experience organizing large community events like the Midnight Sun Festival, I have developed a comprehensive understanding of planning, community engagement, and event logistics. My background in advertising and public relations has equipped me with skills in effective communication and strategic planning, which I believe are essential in addressing community concerns and fostering productive dialogue. In addition to my professional expertise, my roles on various local boards and community groups have given me insights into Fairbanks' unique challenges and opportunities. I am confident that my collaborative approach, coupled with a deep respect for our city’s unique needs, would be an asset to the Planning Commission. I am committed to supporting responsible, community-focused growth and helping Fairbanks remain a place where people can live, work, and thrive.

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

---

I am a third-generation Alaskan and lifelong resident of Fairbanks, where I am deeply rooted as both a small business owner and downtown homeowner. After graduating from Monroe Catholic High School, I earned a degree in Advertising from the University of Idaho. Over the past decade, I have worked in advertising, public relations, and event planning for both national and local clients, culminating in the founding of Golden Heart Consulting in 2022. My work focuses on developing strategic initiatives and campaigns that support community well-being, with a strong emphasis on tourism, branding, and community advocacy. Through my roles with local organizations, including the Downtown Association, Festival Fairbanks, Rotary, and the Chamber of Commerce, I have gained invaluable insights into the unique opportunities and challenges facing Fairbanks. In 2024, I was honored with the Community Spirit Award by the Fairbanks North Star Borough, recognizing my commitment to enhancing Fairbanks as a vibrant and thriving community. I look forward to bringing my experience and dedication to the FNSB Planning Commission and working collaboratively to foster Fairbanks' growth and resilience.

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

---

I hold a degree in Advertising with a minor in Communication Studies from the University of Idaho. My professional background includes over a decade in advertising, public relations, and event planning, equipping me with a comprehensive understanding of strategic planning, community engagement, and project management. Additionally, I completed the Citizens Engagement Academy at the City of Fairbanks, which offered valuable insights into Fairbanks' local government and community needs. My ongoing work with community organizations and interactions with city boards has further developed my skills in planning, collaboration, and addressing local issues - all highly relevant to a position on the FNSB Planning Commission.



DISCRETIONARY FUND COMMITTEE  
MEETING MINUTES, FEBRUARY 6, 2024, AT 12:00 PM  
HELD VIA TELECONFERENCE AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Discretionary Fund Committee convened at 12:01 p.m. on the above date to conduct a Special Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska and via teleconference with Council Member **Lonny Marney (Seat F)** presiding and with the following members in attendance:

Members Present:                Thomas Alexander, Seat B  
   Samantha Kirstein, Seat C  
   Traci Gatewood, Seat D  
   Rachael Kvapil, Seat E (Remotely)

Members Absent:                Karen Blackburn, Seat A

Also Present:                    Diana Hebel, Licensing Clerk/Cashier  
   Margarita Bell, Chief Financial Officer  
   Sarah Fuerst, Grants Administrator

**APPROVAL OF MEETING MINUTES**

a)        Approval of Meeting Minutes – January 9, 2024

**Ms. Kirstein**, seconded by **Mr. Alexander**, moved to APPROVE the meeting minutes, as corrected.

**NEW BUSINESS**

a)        Application Cover Letter

**Chair Marney** introduced the idea of having a cover letter to include with the application. After introducing a draft of the cover letter, Chair Marney asked members for feedback, and it was decided that the letter would be included and would be signed by all members.

b)        Verification of Changes to the Discretionary Fund Grant Application

**Chair Marney** asked if members were content with the changes to numbers 9 and 10 on the application.

**Ms. Gatewood** asked to change "Mission and Goals of the Organization" to "Current Organizational Goals." She clarified that the plan was to change "Goals" to "Organizational Goals" or "Mission," not keeping both words as it would be redundant. She recommended getting rid of one of them and changing it to "History and Organizational Goals."

**Ms. Kvapil** explained that in her experience "mission" means long term and "goals" means short term and that it would be beneficial to know that their goals are in line with their mission.

**Mr. Alexander** agreed that the committee should have some history and that an organization's mission is a mission statement. He stated that current goals would mean an organization's goals for the current year's application.

**Ms. Gatewood** clarified that she is not opposed to the use of all three but just did not want to create confusion for the applicants.

**Mr. Alexander** suggested changing the wording to "History, Mission, and/or Goals." **Chair Marney** asked Mr. Alexander to repeat for clarification. **Mr. Alexander** clarified further to change the wording to ask for "History, Mission, and/or Current Goals."

Ms. Bell stated she has noticed that that particular section of the application has always been completed. She stated that some applicants have included short statements while others have included long explanations. She stated that in deciding how to ask the question, it depends on what the committee would like to know and how much they would like to read.

**Mr. Alexander** again stated that he would like to see all three included in the question.

**Ms. Kvapil** agreed but clarified that she was less concerned with history and more concerned with making sure the committee was staying in line with the overall mission.

**Chair Marney** checked for concurrence on phrasing of the question, and all agreed to, "History, Mission, and/or Current Goals."

**Ms. Gatewood** proposed that on question 10, "Select all that apply" be added to the question so that applicants would not think they could check only one box.

**Chair Marney** checked with the committee, and all agreed.

#### **NEXT MEETING – November 2024**

**Chair Marney** explained that it is far in advance, and most do not have calendars that go out that far, but asked if early, middle, or late November would work best for the next meeting.


There was some discussion regarding doing all three meetings in November. Ms. Bell pointed out that if all three meetings were to be held in November, it would need to be added to the application so that that applicants would be aware of the change.

Members agreed that they would like to try to get some dates in place ahead of the year. After some discussion they decided to schedule via Doodle Poll sooner rather than later.

#### **ADJOURNMENT**

**Ms. Kirstein**, seconded by Mr. Alexander, moved to ADJOURN the meeting.

**Chair Marney**, hearing no objection, declared the meeting  
ADJOURNED at 12:21 P.M.

  
\_\_\_\_\_  
Lonny Marney, Chair  
\_\_\_\_\_  
Diana Hebel, Licensing Clerk / Cashier

Transcribed by: DH





FAIRBANKS DIVERSITY COUNCIL  
REGULAR MEETING MINUTES  
OCTOBER 8, 2024, 5:30 – 7:00 P.M.  
HELD VIA [ZOOM WEBINAR](#) AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Fairbanks Diversity Council** (FDC) met on the above date to conduct a Regular Meeting via Zoom Webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska. **Chair Juanita Webb** (Seat D) was physically present, and the following members were in attendance:

**Members Present (In Person):**

Marsha Oss, Seat E  
Jonathan Bagwill, Seat G  
Herb Butler, Seat J  
June Rogers, City Council Member

**Members Present (Zoom):**

Wendy Tisland, Seat H  
Karen Blackburn, Seat I  
Jake Merritt, HR Director

**Members Absent:**

*Vacant*, Seat A  
Richard Basarab, Seat B (excused)  
*Vacant*, Seat C  
Dorothy Shockley, Seat F  
*Vacant*, Seat K  
David Pruhs, Mayor

**Also Present:**

D. Danyielle Snider, City Clerk

**CALL TO ORDER** (Reading of Mission Statement and Land Acknowledgement)

**Chair Webb** called the meeting to order at 5:32 p.m. The Mission Statement was read by M. Oss, and the Land Acknowledgement was read by J. Bagwill.

**PLEDGE OF ALLEGIANCE**

**Chair Webb** led the group in the Pledge of Allegiance.

**APPROVAL OF AGENDA**

**M. Oss**, seconded by **J. Bagwill**, moved to APPROVE the agenda.

**Chair Webb** called for a voice vote on the motion to APPROVE the agenda, and all members voted in favor.

**APPROVAL OF PREVIOUS MINUTES**

a) Regular Meeting Minutes of September 10, 2024

**M. Oss**, seconded by **J. Bagwill**, moved to APPROVE the minutes.

**Chair Webb** called for a voice vote on the motion to APPROVE the minutes, and all members voted in favor.

**CITIZENS' COMMENTS** – None

## **REPORT FROM THE CHAIR**

**Chair Webb** stated that the items she has a report on will be discussed later in the meeting.

## **UNFINISHED BUSINESS**

### a) Human Library Discussion

**Chair Webb** reported that the Noel Wien Library is in support of a Human Library event. She indicated she would like for the FDC to map out a year's worth of events. No members objected to putting together such a calendar.

*M. Oss had emergency call at 5:38 p.m. and stepped out.*

**J. Bagwill** asked what exactly Chair Webb wanted from FDC members. **Chair Webb** stated that any suggestions about events would be welcome as long as the FDC agreed. She added that the FDC has already committed to doing another Human Library, and plans are beginning for a diversity fair.

*M. Oss returned to the meeting at 5:40 p.m.*

**Chair Webb** stated that the FDC has expressed an interest in continuing to collaborate on the Race Against Racism event. She stated she would like to see more FDC participation next year. She reported that she will soon be talking with a representative of the International Friendship Day (IFD) event, and she is sure the FDC can reserve a table. She added that the IFD event will be Saturday, October 19 from noon to 5 p.m. at Pioneer Park. She stated she will create a sign-up sheet for FDC members. **J. Rogers** stated that at last year's IFD event, the Stars of Gold Reader program was represented at a table beside the FDC, and she explained more about their program.

**Chair Webb** stated that she would secure a table at the IFD event and reach out to the folks with the Race Against Racism. She asked FDC members for input on the Human Library. **M. Oss** shared that she would prefer that the event not compete with other events such as Golden Days or the Intertribal Powwow. She suggested doing the Human Library around February or March. **W. Tisland** and **J. Bagwill** agreed. **Chair Webb** stated that she can look into some dates and bring options to the next meeting. She added that the FDC could select champions for events at that time. **M. Oss** suggested various locations for the Human Library. **J. Bagwill** reference Chair Webb's earlier comments about the local library being willing to host the event, and he asked if there were breakout rooms at the library. **Chair Webb** replied that there are. **M. Oss** stated that she likes the idea of inviting Native Elders to serve as "books."

### b) Diversity Fair Discussion

**Chair Webb** proposed that the diversity fair happen during the summer. She stated that it would be a large event, and they could try to reserve Pioneer Park at no cost. Members discussed holding the event outdoors near the park entrance if Pioneer Park was to be the location. **J. Bagwill** stated that dates should be set well in advance and that it should be a well-planned event.



## NEW BUSINESS

### a) Invitation to Gathering at First United Methodist Church – Alaska United Women in Faith

**Chair Webb** stated that an email was received from Barbara Mitchell who invited the FDC to speak at an upcoming event. She stated that B. Mitchell stated that the group supports women and children who are struggling under difficult circumstances. She explained that the FDC would be the first presenter at the event, which is on Friday, October 11 at 3 p.m. **M. Oss** spoke about the mission and purpose of the organization. **Chair Webb** proposed that the FDC attend and talk for about 10 minutes about the FDC's history, then have a few people speak for 10-15 minutes each about diversity. She commented that this is a great opportunity for the FDC. **M. Oss** and **K. Blackburn** volunteered to participate but asked for advice on the content of presentations. **M. Oss** suggested that each person talk about why they wanted to be a member of the FDC; **J. Bagwill** agreed. He added that it would be good to find out how the FDC might assist the United Women in Faith (UWF). **H. Butler** shared that when he was a child, churches took in children as dependents. He explained that he spent 10 years of his youth living in Seward at a Methodist church, and what happened to him and others is that their traditions and culture was wiped out and they were brainwashed. He stated that he had a negative reaction when he first read the email from B. Mitchell, and he tried to imagine what it would be like to speak to a group of people with a negative attitude. **H. Butler** shared that some leaders in Canada have apologized to people for how they were treated in the past, and he indicated that there are still organizations in the United States that carry out these same types of things. **M. Oss** asked H. Butler if it would be hard for him to educate the group with love. **H. Butler** replied that it would not be and that he has spoken to other groups about such things. **M. Oss** stated that if the UWF is declaring that they want to hear from the FDC and that they are anti-racist, she believes it would be good for them to hear from H. Butler. **H. Butler** stated that the UWF educates its members on issues concerning women, children, and youth locally, but nothing is mentioned about the diverse population and how some people are affected differently. He suggested that the FDC invite the UWF or a UWF representative to an FDC meeting so they could get an idea of how the FDC operates. He spoke about what it is like to be a Native Elder. He stated that Elders rarely offer unsolicited advice and wait to be approached with questions. **M. Oss** spoke in support of attending the Friday event and expressed her belief that it would be disrespectful to not attend. She indicated that the FDC could invite the UWF when members attend on Friday and stated that this is a great opportunity for the FDC to share and educate. **W. Tisland** agreed and stated that the FDC does not receive a lot of invitations like this. **K. Blackburn** also agreed and spoke in support of the FDC attending. She added that it would be good exposure for the group. **J. Bagwill** agreed. **H. Butler** agreed to attend, although he stated that he is not a churchgoer and that he does not believe in religion. **Chair Webb** listed the interested FDC participants: Butler, Bagwill, Oss, Webb, Blackburn.

**M. Oss**, seconded by **J. Bagwill**, moved that representatives of the FDC attend the upcoming gathering of the Alaska UWF.

**Chair Webb** called for a voice vote on the motion to attend the UWF gathering, and all members voted in favor.

## FDC MEMBERS' COMMENTS

**W. Tisland** and **K. Blackburn** each stated that they had no comments.

**J. Merritt** stated that he is glad he did not miss the meeting like he did the last one.

**J. Bagwill** shared that he had a productive summer. He stated that his family grew by two members over the last few months: one of his children got married, and he became a grandfather last Friday.

**H. Butler** asked if there was anything in writing about the history of the FDC. He reported that he studied the Human Library concept and looked into ways to find an audience. He stated that written books gain a reputation and popularity but wondered how that would work with a Human Library. He stated that a given individual would have a story to tell, but there is a long list of topics and various individuals who could tell stories. He spoke about the difficulty in with a Human Library fulfilling the passing on of information widely. He shared that the first thing to be purposeful about is that those interested in participating are interested in a small list of topics. He spoke briefly about his experience in authoring a book. **M. Oss** suggested that the FDC used Facebook to put out a survey asking people what they are interested in hearing about. **H. Butler** asked about what happened to the FPD attending FDC meetings. He spoke about the clout the FDC carries in having the City Mayor as a member.

**J. Rogers** stated that it was encouraging that the FDC had such a focused discussion and did not have to worry about obtaining a quorum.

**M. Oss** spoke about her busy schedule and, on a personal note, shared about her brother's hospitalization. She asked for the prayers and support of fellow FDC members.

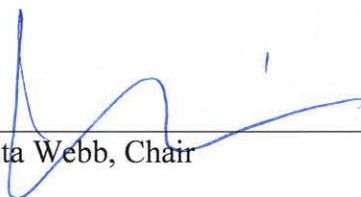
**J. Bagwill** asked J. Rogers whether this was her last FDC meeting as a City Council representative. **J. Rogers** replied that it was and stated that she has been a part of the FDC since its inception.

### MEETING DATES

- a) Next Regular Meeting Date, November 12, 2024

### ADJOURNMENT

**Chair Webb** declared the meeting adjourned at 6:40 p.m.

  
\_\_\_\_\_  
Juanita Webb, Chair

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





CLAY STREET CEMETERY COMMISSION  
REGULAR MEETING MINUTES – OCTOBER 9, 2024  
HELD VIA [ZOOM WEBINAR](#) AND  
IN FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Clay Street Cemetery Commission convened at 5:02 p.m. on the above date to conduct a Regular Meeting in the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, and via teleconference, with **Chair Aldean Kilbourn** presiding and the following Commission members in attendance:

Members Present: George Dalton, Seat A  
Aldean Kilbourn, Seat C  
Janet Richardson, Seat D  
Julie Jones, Seat E (remotely)  
Karen Erickson, Seat F

Absent: *Vacant*, Seat B  
Amy Stratman, Seat G  
Jeremiah Cotter, Public Works Director

Also Present: Colt Chase, Deputy City Clerk

**APPROVAL OF REGULAR MEETING MINUTES**

a) Regular Meeting Minutes of September 4, 2024

**J. Jones**, seconded by **J. Richardson**, moved to APPROVE the September 4, 2024 minutes.

**J. Richardson** pointed out an error on page four, where the last name “Kilbourn” needed to be replaced with her own. Deputy Clerk Colt Chase confirmed that this would be corrected.

**Chair Kilbourn** took a voice vote on the motion to APPROVE the September 4, 2024 minutes, with the noted correction, and all members voted in favor.

**APPROVAL OF AGENDA**

**J. Richardson**, seconded by **J. Jones**, moved to APPROVE the agenda.

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

**CITIZENS COMMENTS** – None

**COMMUNICATIONS TO COMMISSION** – None

**EVENTS & PUBLIC RELATIONS**

a) Recap: Barnette School Class Cleanup and History Tour

**J. Richardson** shared that on September 13 and 20 a great group of students from Barnette Magnet School came to spend some time at the cemetery. She reported that they split into two groups, with one group doing some groundskeeping tasks such as raking leaves and edging grave markers, while the other group participated in a guided history tour of the cemetery; the groups swapped activities halfway through. She stated that the students were well behaved, worked hard, and were eager to learn, which has been the case for every group that comes from the school each year.

**Chair Kilbourn** reported that she had touched based with Dusty Spencer to coordinate a workday to install new markers next spring with his Air National Guard group.

## **FINANCIAL UPDATE**

**Chair Kilbourn** referenced the provided financial report, pointing new transactions since the last meeting.

**J. Jones** discussed hiring Kathryn Clark as someone with certification to perform drone photography. She noted that it took a while to receive the appropriate permit and that the cost had not been discussed beforehand, though she was also not aware of what they paid the last time someone took aerial photos. She reported that one more bill, from a Jill Marshall, is outstanding. She stated that once it is paid, she will order additional concrete pads and gravel for next season to ensure they use the \$10K the City Council allocated and their account is spent down to \$2,634.45, the starting balance from the beginning of the year.

**Chair Kilbourn** shared that she had been reimbursed for purchasing glue and that the remaining supply was being stored at J. Richardson's house for the winter.

**J. Jones** asked if anyone else had outstanding invoices or reimbursements to submit. All members indicated that they did not. She shared that she should be ready to submit their annual Bed Tax Grant application the following week and that she would review the packet with Chair Kilbourn in advance.

## **UNFINISHED BUSINESS**

### a) Quiring Monument Orders

**J. Jones** reported that an order was received and delivered to the cemetery, where it will remain in its storage crate until next summer. She noted that another order has been paid for and will ship at some point in the near future. She added that J. Richardson had submitted another 25 names but that the first round of edits had not yet occurred. She noted a total of 91 markers would be available for placement in 2025.

### b) Drone Photos & Updated High Pressure Laminate Sign

**J. Jones** reported that she had consulted with the graphic artist and determined that most of the drone photos were not ideal for the sign with the exception of one wide frame shot that includes beautiful fall colors and the City skyline in the background. She provided a draft of the sign layout and shared that the 1941 aerial image that A. Stratman had purchased was zoomed out so far that using it would unfortunately have taken up too much space on the plaque. She indicated that if the Commission was passionate about including the 1941 photo, they would redesign the layout. J. Jones explained that the largest image on the sign would now be the most recent photo from the drone series. She stated that because the sign's narrative references the white crosses which were installed in 2023, they chose to add a small photo of them in the

center. She noted that the vendor, Kathryn Clark, had been unable to get a low angle shot that included both the entrance gate and the white crosses without them looking like just small spots in the background.

**J. Richardson** indicated that she recalled seeing an image in the drone series that included the crosses. C. Chase displayed the photos on the screen. **Chair Kilbourn** clarified that some shots do include a nice visual of the crosses but not the full scope of what they were hoping for. J. Jones clarified that the overall goal for the sign was to show aerial images of the cemetery over the years, so while the crosses would have been a nice addition, they opted to just include the small photo. **J. Richardson** expressed support for the sign layout as presented. **Chair Kilbourn** stated that one aspect she really liked about the series of photos on the sign is that you can always see the street along the property, giving a visual reference for the surrounding area's development over the years.

**J. Jones** agreed that the progression of photos comes to a great conclusion with the drone image that shows the modern-day skyline of the City, green grass, and fall colors on the trees. She stated she will revisit the narrative to clean up any necessary details, grammar, and formatting but that the sign was ready to advance to production, if the consensus was to approve the updated layout. C. Chase pointed out some formatting items that would be worth discussing with the artist. **J. Jones** asked if they would like to wait to give a final approval at their next meeting in order to review the updated narrative. **Chair Kilbourn** suggested she communicate a final draft of the sign by email, through C. Chase, and indicated that it felt appropriate to proceed. She added that if there were any objections it could be held to the next meeting.

**J. Richardson** reported that there had been an increase of overnight parking and camping in the parking lot near the cemetery entrance, which prompted her to ask the Public Works Department to install a sign stating that these activities are prohibited. She shared that a sign had been placed and will hopefully reduce the instances of the parking lot being used by those who are not involved with the cemetery.

## **NEW BUSINESS**

### a) Updated CSC Headstone Purchases List

**J. Richardson** reviewed the list she had provided which showed all headstone purchases, the year in which they were placed, and the year and source of funding. She pointed out that some names were marked with a "P" to indicate that they had been ordered but not yet received and/or placed. She shared that she would continue to update this list each year in order to provide a historical record of the Commission's efforts. **Chair Kilbourn** stated that she especially likes being able to see the funding source for each name.

## **OPEN AGENDA**

C. Chase shared that Department Heads have begun presenting their proposed budgets to the Mayor and that if the Commission had any requests beyond their expected Bed Tax Grant it would be prudent to reach out as soon as possible. **Chair Kilbourn** confirmed that with the number of markers ready for placement in 2025, they will have plenty of work to keep them busy and should be fine with just the Bed Tax funds for the coming year. C. Chase stated that this was likely a good situation as he is aware the budget for 2025 is expected to be very lean. He also shared that a Public Works temporary laborer, who he believes had spent some time doing groundskeeping at the cemetery that year, had tragically passed away in a recent accident. He invited everyone to keep his wife and family in their thoughts.

**NEXT MEETING DATE** – November 6, 2024

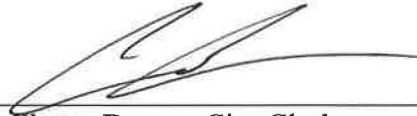
**ADJOURNMENT**

**G. Dalton**, seconded by **J. Richardson** moved to ADJOURN the meeting.

**Chair Kilbourn** took a voice vote on the motion to ADJOURN. All members voted in favor and she declared the meeting ADJOURNED at 5:28 p.m.



Aldean Kilbourn, Chair



Colt Chase, Deputy City Clerk

Transcribed by: CC