

ORDINANCE NO. 6262

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
CHAPTER 42 LABOR RELATIONS AND NEGOTIATIONS,
SECTION 42-1 LABOR RELATIONS AND SECTION 42-2
LABOR NEGOTIATIONS**

WHEREAS, Fairbanks General Code (FGC) Chapter 42 Labor Relations and Negotiations currently provides guidance on the procedures to negotiate a replacement collective bargaining agreement (CBA) when the current CBA is about to expire; and

WHEREAS, current CBAs acknowledge there are times when it would be advantageous to both bargaining parties and the City to modify an agreement during the term of the agreement without necessarily reopening the entire agreement to renegotiation; and

WHEREAS, parties attempting to modify an existing CBA have relied on the procedures used to replace a CBA, and all parties would benefit from additional guidance specifically tailored to modifying an existing agreement.

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

Section 1. FGC Sections 42-1 and 42-2 are amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 42-1. Labor relations.

- (a) The mayor shall have the basic responsibility for labor relations as set forth in this chapter. The mayor will be the lead spokesperson for the city in negotiations with employee organizations representing city employees for the purpose of negotiating collective bargaining agreements as to wages, benefits, and terms and conditions of employment. The mayor may designate an alternate spokesperson. **Before the alternate spokesperson is designated, the mayor will notify the city council.**
- (b) The city council may select a different lead spokesperson for labor negotiations. The council also may delegate a qualified individual to be a member of the city's negotiating team without negating the authority of the mayor to act as the lead spokesperson for negotiations.

- (c) All substantive labor negotiations shall be conducted in open sessions.
- (d) The city's basic goal in labor negotiations will be to treat city employees in a similar manner, as much as is appropriate, and to pay similar wages for similar work.
- (e) The mayor will look for a common policy on boiler plate language which will be consistent in all contracts.
- (f) The city council is committed to the following goals:
 - (1) Rewarding superior employees with merit pay increases in lieu of increases based solely on longevity.
 - (2) Fair and reasonable deductibles in medical insurance.
 - (3) Limiting personal leave to reasonable levels.
 - (4) Consistency between bargaining units, as well as between union and non-union employees.
 - (5) Negotiating contracts with annual wage and benefit reopeners if future sources of funding are not identified and secured **to ensure multiyear contracts are in compliance with FGC section 2-655.**
 - (6) Seeking to eliminate terms with complex pay premiums, work rules that reduce productivity, or other terms that impede accountability.
- (g) The provisions of FGC section 50-83 regarding the one-year ineligibility period for employment of former city council members must be included in all collective bargaining agreements.
- ~~(h) All collective bargaining agreements must be ratified by an ordinance enacted by the city council. Amendments to labor contracts negotiated during the life of the contract are not effective until approved by council ordinance.~~

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Sec. 42-2. Labor negotiations.

- (a) The **sole purpose of the eCity's** negotiating team(s) shall be solely embodied to negotiate on behalf of the **eCity of Fairbanks**. Individual

members of the city council shall not enter into separate negotiations with any union representative or union member. ~~From the date of the mayor's transmittal as provided for in section 42-2(b)(1) until ratification of a collective bargaining agreement all~~ **During the periods described in subsections (1) and (2) below, all communication, both written and oral, from the a union engaged in negotiation** regarding issues in negotiations, ~~both written and oral,~~ must be addressed to members of the cCity's **respective** negotiating team and not to individual council members.

(1) From the date of the mayor's transmittal as provided for in section 42-2(b)(1) until ratification of the collective bargaining agreement, or

(2) From the start of negotiations as provided for in section 42-2(b)(2) until either ratification of an amendment to the collective bargaining agreement or notice to council of termination of the negotiations to amend the collective bargaining agreement.

(b) Labor negotiations will be conducted in the following manner:

(1) For the replacement of an expiring collective bargaining agreement, ~~A~~at least one month prior to the start of negotiations for a replacement collective bargaining agreement (CBA), the mayor shall present a copy of the expiring CBA to the council, along with proposed terms for the replacement agreement.

(2) For an amendment to a collective bargaining agreement negotiated during the effective dates of the agreement, the mayor shall present a copy of the proposed amendment to the council before negotiations commence.

(23) For both (b)(1) and (b)(2) above:

a. The mayor shall provide to the council detailed cost estimates, prepared by the chief financial officer, for all economic proposals.

~~(3)~~**b.** The council shall meet and discuss the proposals for the replacement CBA. The council shall provide discernable direction to the negotiating team concerning strategies, goals, and objectives and

provide discernable monetary limits for economic proposals.

(4)c. The mayor will commence negotiations and, if possible, reach tentative agreements on economic and non-economic ~~bargaining~~ proposals. The mayor will provide the council with periodic reports on the status of negotiations, ~~and on contract terms proposed by union negotiators,~~ and on offers or counter-offers contemplated by the city's negotiators.

(5)d. The mayor ~~bargaining team~~ may not offer or tentatively agree to any economic proposal that exceeds the ~~substantially deviates from the monetary limits provided by the council without seeking further guidance from the council.~~ The mayor must provide council must be provided with updated cost estimates, prepared by the chief financial officer, when seeking further guidance from the council on economic proposals.

(6)e. Before an ordinance ratifying a CBA or ratifying any amendment to an existing CBA is introduced, a comprehensive list of the proposed changes to the CBA, along with the CFO's fiscal note for the ~~contract~~CBA's duration, will be given to the council for its review, final instructions, and authorization to proceed. Multiyear contracts must be in compliance with section 2-655 of the Code.

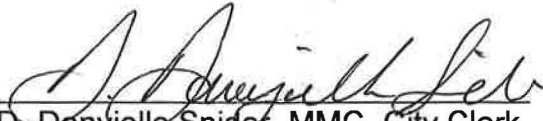
(4) All collective bargaining agreements must be ratified by an ordinance enacted by the city council. Amendments to collective bargaining agreement negotiated during the life of the agreement are not effective unless and until approved by council ordinance.

Section 2. That the effective date of this Ordinance shall be five days after adoption.


David Pruhs, Mayor

AYES: Cleworth, Sprinkle, Tidwell, Marney, Ringstad, Rogers
NAYS: None
ABSENT: None
ADOPTED: September 25, 2023

ATTEST:


D. Danyielle Snider, MMC, City Clerk

APPROVED AS TO FORM:


Thomas A. Chard II, City Attorney