

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: Tidwell, Therrien, Sprinkle
NAYS: Ringstad, Marney, Cleworth, Pruhs
ABSENT: None
FAILED: November 18, 2024

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
TOTAL	\$ 2,070,760	\$ 2,506,250	\$ 2,861,120	\$ 7,438,130

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
TOTAL	\$ 2,070,760	\$ 2,506,250	\$ 2,861,120	\$ 7,438,130

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:

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

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

Months of Service:	Hours Accrued/Pay Period
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

David Pruhs, Mayor

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.

Printed or typed name of employee

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	29.84	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														