

Presented by: The Manager
Introduced: 01/08/2001
Drafted by: J.R. Corso

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2069

A Resolution Amending the Personnel Rules Relating to Pay and Benefits, and Providing for Payments Not Set Forth in the Personnel Rules.

BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Amendment of Section. 9 PR 020 is amended to read:

9 PR 020. TRAINING REIMBURSEMENT. (a) The department director may require that an employee who is requesting reimbursement for training not required by the CBJ enter into a written agreement specifying the conditions under which reimbursement is permitted. The agreement must require satisfactory completion of the training as a condition of reimbursement and repayment if the employee separates as a result of the employee's own action within one year of completing the training.

(b) The Manager may waive repayment for just cause.

Section 2. Amendment of Section. 10 PR 135 is amended to read:

10 PR 135. MAXIMUM COMPENSATORY TIME. (a) An employee's compensatory time balance may not exceed 100 hours on the first day of any pay period. All excess hours are paid as wages.

(b) No compensatory time other than that earned during pay periods starting between November 21 through December 31 may remain credited to the account of an employee after the first day of the first pay period starting in January.

Section 3. Repeal of Rule. 11 PR 015, relating to the date on which new employees will be credited with accrued leave, is repealed. The number shall be retained but marked vacant.

Section 4. Amendment of Rule. 11 PR 030(a), “Minimum Leave Use”, is amended to read:

(a) An employee must use not less than one-third of personal leave accrued during the period beginning with the first day of the first pay period in January and ending with the last day of the pay period occurring 52 weeks later. Leave cashed in or donated shall not count as use for purposes of this rule.

Section 5. Amendment of Rule. 11 PR 035 is amended to read:

11 PR 035. MAXIMUM LEAVE CARRY-OVER. (a) Accrued personal leave may not exceed 90 days on the first day of the first pay period in January except with the written authorization of the Manager. Leave in excess of 90 days is converted to medical leave.

(b) At the request of the department director, the Manager may permit the carry-over of leave in excess of 90 days when the Manager determines that the employee made every reasonable effort to schedule leave and the department director denied the leave requests because of extraordinary circumstances.

(1) The department director must submit to the Manager a plan providing for the timely use of the excess leave.

(2) Granting carry-over of leave may not cause any hardship to the CBJ beyond the benefits to be gained by granting such leave carry-over.

Section 6. Amendment of Rule. 11 PR 085(b) is repealed and reenacted to read:

(b) An employee required on his or her regularly scheduled workday to serve as a juror or witness shall be paid his or her regular wage for the time spent in court or the length of the shift, whichever is less. The employee shall remit to CBJ all juror or witness fees for such service.

Section 7. Amendment of Section Title and Table of Contents. The title of 11 PR 125 and the table of contents reference thereto are changed to “Personal Leave on Separation.”

Section 8. Amendment of Table of Contents. The table of contents for Rule 18 is amended to read:

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- 005. Pay schedules
- 010. Daily pay rate for salaried employees
- 015. Shift differentials
- 020. Standby rate
- 025. Increased responsibilities differential
- 027. Health benefits and employee wellness
- 030. Uniforms
- 035. Tool allowance
- 037. Reimbursement to employer
- 040. Travel reimbursement
- 045. Mileage and vehicle allowance
- 050. Awards
- 055. Reimbursement of interview travel expenses
- 060. Relocation expense

Section 9. Amendment of Section. 18 PR 005 is amended to read:

18 PR 005. PAY SCHEDULES. The pay schedules attached as Appendices D, E, and F shall be effective sequentially, each pay schedule effective on the date shown thereon.

Section 10. Amendment of Section. Effective with the first full pay period in January, 2001, 18 PR 015 is amended to read:

18 PR 015. SHIFT DIFFERENTIALS. Shift differential "A" is \$1.50 per hour; shift differential "B" is \$2.00 per hour.

Section 11. Amendment of Section. Effective with the first full pay period in January 2001, 18 PR 020 is amended to read:

18 PR 020. STANDBY RATE. The standby rate is \$1.50 per hour.

Section 12. Amendment of Section. Effective with the first full pay period in January 2001, 18 PR 025 is amended to read:

18 PR 025. INCREASED RESPONSIBILITIES DIFFERENTIAL. The increased responsibilities differential is 80¢ per hour.

Section 13. Amendment of Section. 18 PR 027 is amended to read:

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18 PR 027. HEALTH BENEFITS AND EMPLOYEE WELLNESS. The CBJ maintains a health benefit and employee wellness program for its employees on a defined contribution basis.

(a) The CBJ shall pay up to \$560.00 per month to obtain health benefits for each full time employee. This monthly maximum shall be increased to \$590.00 for fiscal years beginning after June 2001.

(b) An employee loses health insurance coverage effective 12:01 a.m. on the day after the employee begins leave without pay status or ends employment due to termination, resignation, or layoff. The provisions of the Family/Medical Leave Policy apply to an employee on family/medical leave without pay.

(c) The CBJ shall maintain the existing benefit level provided the cost does not exceed the amounts listed in section (a) in the relevant fiscal year. If the actual cost is less than the specified amount, the CBJ will pay the lesser amount and the benefit levels will remain unchanged. In addition, at the end of each fiscal year listed, the difference between the actual costs for health benefits and the maximum amount for that year will be credited to the following year.

(d) If the cost of health benefits exceeds the specified maximum amount for the relevant fiscal year plus credits, the excess will be paid by the CBJ, 50% of which will be charged back to the employees in the following fiscal year as a co-pay charge. The co-pay charge to the employees will be spread equally by employee and by pay period over the following fiscal year.

(e) Permanent/probationary part time, permanent/probationary seasonal part time or permanent/probationary exempt part time employees, working less than full time, will have health benefits made available to them provided they work a minimum of 78 hours a month. The benefit cost will be on a pro-rated basis depending on the average number of hours worked per month. Employees choosing to participate will be required to pay the balance of the monthly premium amount.

(f) The CBJ shall pay not less than \$12.80 per full time employee per month to fund a Wellness Program in order to promote education about healthy lifestyles.

Section 14. Amendment of Section. Effective July 1, 2001, 18 PR 030 is amended to read:

18 PR 030. UNIFORMS. CBJ shall provide, clean, maintain, and replace any uniform it requires an employee to wear.

Section 15. Repeal and Reenactment of Section. Effective July 1, 2001, 18 PR 035 is repealed and reenacted to read:

18 PR 035. TOOL ALLOWANCE. Employees subject to a written CBJ requirement to provide their own hand tools will be paid an annual tool allowance in advance by separate check in July as follows:

- (a) Automotive mechanics: \$700.00
- (b) Building maintenance mechanics: \$350.00

Section 16. New Section. A new section 18 PR 037 is added reading:

18 PR 037. REPAYMENT TO EMPLOYER. Employees paid an advance uniform or tool allowance and who leave employment less than one year thereafter shall repay CBJ according to the schedule set forth in this section. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected. The repayment schedule is as follows:

- (a) 100% if service is less than 13 weeks,
- (b) 75% if service is 13 weeks or greater but less than 26 weeks,
- (c) 50% if service is 26 weeks or greater but less than 39 weeks,
- (d) 25% if service is 39 weeks or greater but less than 52 weeks.

Section 17. Nonrule Sections. The Manager shall execute the following policies:

(a) Pay Equalization Adjustment. Each employee occupying on January 1, 2001:

(1) A permanent nonseasonal position, and whose regular schedule is at least 37.5 hours per week shall receive a pay equalization adjustment of \$808.00 at the end of the first full pay period in January 2001.

(2) A permanent seasonal position shall receive a pay equalization adjustment calculated by multiplying \$808.00 by the percentage of full-time equivalency budgeted for

that position in fiscal year 2001. The payment will be made at the end of the first full pay period following return to pay status.

(3) A permanent or probationary position and whose regular work schedule is less than 37.5 hours per week will receive a pay equalization adjustment calculated by multiplying \$808.00 by the quotient which results from dividing 37.5 by the regularly scheduled hours per week worked at the end of the first full pay period in January 2001.

(4) All payments will be subject to taxes and all regular pay deductions.

(b) Nonschedule Pay Adjustment. Pursuant to Ordinance 96-09:


(1) The compensation for the Manager and Attorney shall include the one-time pay equalization adjustment set forth in subsection (a)(1) of this section.

(2) The salary paid to the Manager at the time of the adoption of this resolution shall be increased by 2% effective July 1, 2001, and by an additional 2.5% effective July 1, 2002 in each case subject to approval in advance by the Assembly by motion.

(3) The salary paid to the Attorney at the time of the adoption of this resolution shall be increased by 2.5% retroactive to December 7, 2000; and, subject to approval in advance by the Assembly by motion, an additional 2.5% effective July 1, 2001.

Section 18. Effective Date. This resolution shall be effective immediately upon adoption, provided that sections 9, 10, 11, 12, 14, 15, and 17 shall be effective as noted therein.

Adopted this 8th day of January, 2001.



Sally Smith, Mayor

Attest:



Laurie J. Sica, Clerk