

Presented by: The Manager
Introduced: 07/07/97
Drafted by: J.R.C.

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 1875

A Resolution Amending the City and Borough Personnel Rules to Reflect Changes Associated with Ratification of the Labor Agreement Between the City and Borough of Juneau and the Marine Engineers Beneficial Association, AFL-CIO.

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

Section 1. Amendment of Table of Contents. The table of contents for CBJ Personnel Rule 10 is amended to read:

RULE 10

PAY

Section

- 005. Scope**
- 010. General**
- 015. Basis of pay**
- 020. Merit anniversary**
- 025. Beginning pay**
- 030. Advanced step appointment**
- 035. Former employee**
- 040. Promoted employee**
- 045. Pay range increase**
- 050. Involuntary demotion**
- 055. Voluntary demotion**
- 060. Transferred employee**
- 065. Change of occupation**
- 070. Appointment effective date**
- 075. Merit increase**

- 080. Longevity increase
- 085. Merit or longevity increase not earned
- 090. Step reduction
- 095. Increased responsibilities differential
- 100. Shift differentials
- 105. Standby pay
- 110. Call out
- 115. Sixth and seventh day
- 120. Overtime defined
- 125. Overtime rate
- 130. Overtime payment
- 135. Maximum compensatory time
- 140. Compensatory time payment
- 145. Holiday pay
- 150. Total remuneration

Section 2. Amendment of Subsection. CBJ Personnel Rule 10 PR 015(b), relating to basis of pay, is amended to read:

(b) An employee paid on a salary basis who works less than full time is paid a reduced salary based on the ratio of days worked to full time employment.

Section 3. Amendment of Section. CBJ Personnel Rule 10 PR 020 is amended to read:

10 PR 020. MERIT ANNIVERSARY. (a) The merit anniversary of a full time probationary employee appointed at the minimum step of the pay range is the first day of the regular pay period following completion of the probationary period.

(b) The merit anniversary of a full time employee appointed to an advance step is the first day of the regular pay period following 26 pay periods of service.

(c) The merit anniversary of a full time partially exempt employee is the first day of the regular pay period following 26 pay periods of service.

(d) The merit anniversary of seasonal and part time employees is the first day of the regular pay period following completion of 1,875 hours of work.

Section 4. Amendment of Section. CBJ Personnel Rule 10 PR 075 is amended to read:

10 PR 075. MERIT INCREASE. (a) Steps B through F in the pay schedule recognize merit.

(b) A merit increase of one step in the pay range is given to a full time employee who receives an overall performance evaluation of "acceptable" or better following completion of the probationary period and annually thereafter.

(c) A merit increase is given to a less than full time employee who receives an overall evaluation of "acceptable" or better following completion of the probationary period and thereafter following completion of 1,875 hours of work or 12 months, whichever is greater.

(d) With the approval of the Manager, a merit increase of two steps may be awarded to an employee who receives an overall performance evaluation of "outstanding."

Section 5. Amendment of Section. CBJ Personnel Rule 10 PR 080 is amended to read:

10 PR 080. LONGEVITY INCREASE. (a) Steps J through M in the pay schedule recognize longevity and merit.

(b) A full time employee is eligible for Step J after 24 months of continuous service at Step F and receipt of an overall performance evaluation of "acceptable" or better for the most recent rating period.

(c) Thereafter, a full time employee is eligible for a longevity increase upon completion of 24 months of continuous service and receipt of an overall performance evaluation of "acceptable" or better for the most recent rating period.

(d) For less than full time employees the time requirements of this section are 3,750 hours of work or 24 months, whichever is greater.

(e) With the approval of the Manager, a merit increase of two steps may be awarded to an employee who receives an overall performance evaluation of "outstanding."

Section 6. Amendment of Section. CBJ Personnel Rule 10 PR 100 is amended to read:

10 PR 100. SHIFT DIFFERENTIALS. Only those employees who are paid on an hourly basis, who regularly work 37.5 hours per week or more, and whose work schedule includes in excess of two hours between the hours of 4:00 p.m. and 8:00 a.m. are eligible for shift differentials.

(a) Hours worked between 4:00 p.m. and midnight will be paid at shift differential "A".

(b) Hours worked between midnight and 8:00 a.m. will be paid at shift differential "B".

(c) Hours of work paid at the overtime rate are not eligible for a shift differential. For purposes of calculating shift differential pay, time shall be rounded to the nearest one-tenth hour.

Section 7. Amendment of Section. CBJ Personnel Rule 10 PR 105 is amended to read:

10 PR 105. STANDBY PAY. (a) An employee assigned to standby duty is paid standby pay for each hour of standby duty. For purposes of calculating standby pay, time shall be rounded to the nearest one-tenth hour.

(b) If called back the employee is paid at the overtime rate and standby pay ceases.

(c) An employee monitoring a pager is not on standby duty unless specifically instructed to monitor and respond to pager calls.

(d) Standby duty is not credited to an employee for purposes of determining overtime eligibility.

(e) Standby pay is available only to an employee paid an hourly rate and who regularly works 37.5 hours or more per week.

Section 8. Amendment of Section. CBJ Personnel Rule 10 PR 110 is amended to read:

10 PR 110. CALL OUT. (a) The supervisor shall notify an employee at least 24 hours prior to the beginning of any extra duty, excluding the extension of an employee's regular shift. If less than 24 hours notice is given the extra duty is a call out.

(b) The minimum call out is for one hour of work.

(c) An employee is paid at the overtime rate for all hours worked as the result of a call out.

(d) Call out pay is available only to an employee paid an hourly rate and who regularly works 37.5 hours or more per week.

Section 9. Amendment of Section. CBJ Personnel Rule 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 December 31.

Section 10. Amendment of Table of Contents. The table of contents for CBJ Personnel Rule 11 is amended to read:

RULE 11

LEAVE

Section

005. Scope

010. Accrual rates

015. New employees

020. Accrual during unauthorized leave

025. Leave anniversary

030. Minimum leave use

035. Maximum leave carry-over

040. Scheduled use of personal leave

045. Direction to take leave

050. Unscheduled leave

055. Banked medical leave

060. Use of leave to supplement workers' compensation

065. Leave without pay

- 067. Family/medical leave
- 070. Cancellation of leave without pay
- 075. Effect of leave without pay
- 080. Adjustment of anniversary dates
- 085. Court leave
- 090. Military leave without pay
- 095. Military leave with pay
- 100. Emergency service leave
- 105. Maximum paid military and emergency service leave
- 110. Donation of leave
- 115. Seasonal leave
- 120. Medical leave on separation
- 125. Terminal leave
- 130. Parent-teacher conference

Section 11. Amendment of Section. CBJ Personnel Rule 11 PR 010 is amended to read:

11 PR 010. ACCRUAL RATES. (a) Employees who are assigned to a 37.5 hour work week and who are paid an hourly rate accrue personal leave at the rate of:

(1) 6.1 hours for each full biweekly pay period of work for employees with less than one year of service;

(2) 7 hours for each full biweekly pay period of work for employees with one but less than two years of service;

(3) 7.8 hours for each full biweekly pay period of work for employees with two but less than five years of service;

(4) 8.7 hours for each full biweekly pay period of work for employees with five but less than ten years of service;

(5) 10.4 hours for each full biweekly pay period of work for employees with ten years or more of service.

(b) Full time employees who are paid a salary accrue personal leave at the rate of:

(1) .81 of a day for each full biweekly pay period of work for employees with less than one year of service;

(2) .93 of a day for each full biweekly pay period of work for employees with one but less than two years of service;

(3) 1.04 of a day for each full biweekly pay period of work for employees with two but less than five years of service;

(4) 1.16 of a day for each full biweekly pay period of work for employees with five but less than ten years of service;

(5) 1.39 of a day for each full biweekly pay period of work for employees with ten years or more of service.

(c) Leave accrual for part-time employees and other employees not assigned to a 37.5 hour work week is prorated according to a schedule established by the Personnel Director.

(d) Years of service for the purpose of computing personal leave includes all full time probationary, permanent, substitute and partially exempt service with the CBJ that is subject to these rules. Less than full-time probationary, permanent, substitute and partially exempt service is prorated according to a schedule established by the Personnel Director.

Section 12. Amendment of Section. CBJ Personnel Rule 11 PR 035 is amended to read:

11 PR 035. MAXIMUM LEAVE CARRY-OVER. (a) Accrued personal leave may not exceed 87 days on the first day of the first pay period in January except with the written authorization of the Manager. Leave in excess of 87 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 87 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 13. Repeal and Reenactment of Section. CBJ Personnel Rule 11 PR 055 is repealed and reenacted to read:

11 PR 055. BANKED MEDICAL LEAVE. An employee who has banked medical leave may take such leave only when one of the following conditions exist:

(a) The employee has no accrued personal leave and the employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties.

(b) The employee has no accrued personal leave and the illness or disability of a member of the employee's immediate family requires the attendance of the employee.

(c) The employee has a medical disability exceeding 3 consecutive working days. In such instances the use of banked medical leave begins on the fourth day of absence.

(d) The employee's absence is due to an on-the-job injury with the Employer which qualifies as a worker's compensation claim to the extent that the employee's absence is not covered by worker's compensation.

(e) The employee has no accrued personal leave and the absence is due to the death of the employee's immediate family member, in which case the use of medical leave is limited to 5 days.

A department director may require a physician's statement or other acceptable proof that an employee's condition meets the requirements of this section before authorizing the use of banked medical leave.

For further definition of this type of leave, please see Personnel Rule 19.

Section 14. Amendment of Section. CBJ Personnel Rule 11 PR 060 is amended to read:

11 PR 060. USE OF LEAVE TO SUPPLEMENT WORKERS' COMPENSATION.

(a) An employee may supplement workers' compensation payments with the use of personal leave or medical leave provided the employee's net compensation does not exceed what the employee would have received had the employee worked a regular schedule.

(b) Employees receiving workers' compensation are on leave without pay for that time covered by the payments.

Section 15. Amendment of Section. CBJ Personnel Rule 11 PR 065 is amended to read:

11 PR 065. LEAVE WITHOUT PAY. (a) An employee may be granted leave without pay provided the employee has no accrued personal leave and the granting of leave without pay does not cause any hardships to the CBJ beyond the benefits to be gained by granting leave.

(b) An employee who is paid a salary may not be charged leave without pay for less than a full day increment.

(c) An employee who is paid a salary and who has no accrued personal leave will be advanced personal leave in increments of less than one day to prevent being charged leave without pay for less than 1 day.

(d) The maximum personal leave indebtedness for an employee who is paid a salary is 2 days.

(e) Leave without pay in excess of 20 days in a calendar year must be approved by the Manager unless authorized as family/medical leave.

(f) An employee who has been employed for the previous 26 weeks and has no accrued personal leave will be granted leave without pay only as authorized by family/medical leave policies.

Section 16. New Section. CBJ Personnel Rule 11 is amended with the addition of a new section 11 PR 067 reading:

11 PR 067. FAMILY/MEDICAL LEAVE. Administrative Policy 97-01 is hereby incorporated by reference at Appendix A.

Section 17. Amendment of Section. CBJ Personnel Rule 11 PR 080 is amended to read:

11 PR 080. ADJUSTMENT OF ANNIVERSARY DATES. The leave anniversary and the merit anniversary of an employee are set forward one pay period for each leave of absence without pay covering a full pay period or for each accumulation of 11 days of leave without pay in a calendar year.

Section 18. New Subsection. CBJ Personnel Rule 17 PR 015, relating to continuation of health insurance, is amended by the addition of a new subsection (d) to read:

(d) An employee covered by health insurance who is on Family/Medical Leave will be covered by health insurance for the entire 18 weeks of absence permissible in a 12-month period even if the employee is on leave without pay. (See Administrative Policy 97-01.)

Section 19. Amendment of Table of Contents. The table of contents for CBJ Personnel Rule 18 is amended to read:

RULE 18

COMPENSATION AND REIMBURSEMENTS

Section

- 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. Uniform allowance**
- 035. Tool allowance**
- 040. Travel reimbursement**
- 045. Mileage and vehicle allowance**
- 050. Awards**
- 055. Interview expense**
- 060. Relocation expense**

Section 20. Repeal and Reenactment of Section. CBJ Personnel Rule 18 PR 005 is repealed and reenacted 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 21. Amendment of Section. CBJ Personnel Rule 18 PR 010 is amended to read:

18 PR 010. DAILY PAY RATE FOR SALARIED EMPLOYEES. The per day rate for salaried employees is one-tenth of a standard biweekly pay period payment.

Section 22. Amendment of Section. CBJ Personnel Rule 18 PR 015 is amended to read:

18 PR 015. SHIFT DIFFERENTIALS. (a) Shift differential "A" is \$1.25 per hour.

(b) Shift differential "B" is \$1.75 per hour.

Section 23. Amendment of Section. CBJ Personnel Rule 18 PR 020 is amended to read:

18 PR 020. STANDBY RATE. The standby rate is \$1.25 per hour.

Section 24. Amendment of Section. CBJ Personnel Rule 18 PR 025 is amended to read:

18 PR 025. INCREASED RESPONSIBILITIES DIFFERENTIAL. The increased responsibilities differential is \$0.65 per hour.

Section 25. New Section. CBJ Personnel Rule 18 is amended with the addition of a new section 18 PR 027 reading:

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 \$480.00 per month to obtain health benefits for each full time employee. This monthly maximum shall be increased to \$505.00 for fiscal years beginning after June 30, 1998, and \$530.00 for fiscal years beginning after June 30, 1999.

(b) 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.

(c) If the cost of health benefits exceeds the specified maximum amount for the relevant fiscal year plus credits, amounts paid by the CBJ in excess of the maximum amounts in any fiscal year 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.

(d) 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.

(e) 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 26. Repeal and Reenactment of Section. CBJ Personnel Rule 18 PR 040 is repealed and reenacted to read:

18 PR 040. TRAVEL REIMBURSEMENT. Administrative Policy 97-02 is hereby incorporated by reference at Appendix B.

Section 27. Repeal and Reenactment of Section. CBJ Personnel Rule 18 PR 045 is repealed and reenacted to read:

18 PR 045. MILEAGE AND VEHICLE ALLOWANCE. Administrative Policy 96-01 is hereby incorporated by reference at Appendix C.

Section 28. Amendment of Section. CBJ Personnel Rule 19 PR 005 is amended to read:

19 PR 005 DEFINITIONS. Unless stated otherwise in these rules:

- (1) **“Appointment”** means the offer to and acceptance by a person of a position.
- (2) **“Cause”** means that sufficient justification exists, in accordance with the merit principle of employment, for taking the proposed adverse employment action.
- (3) **“CBJ”** means the City and Borough of Juneau, Alaska.
- (4) **“CBJ resident”** means a person physically present in the CBJ with the intent to remain in the CBJ indefinitely and to make a home in the CBJ. A person demonstrates the required intent by:

- (a) maintaining a principal place of abode in the CBJ for at least 30 days, and

(b) providing other proof of intent as may be required by the Personnel Director that the person is not claiming residency outside the CBJ or obtaining benefits under a claim of residency outside the CBJ.

A person who establishes residency in the CBJ remains a resident during an absence from the CBJ unless during the absence the person establishes or claims residency in another state, territory, country or municipality or is absent under circumstances that are inconsistent with the intent required within this definition to remain a resident of the CBJ.

(5) “**Child**” means biological, adopted, or foster child, stepchild or legal ward.

(6) “**Classification plan**” means the system of grouping positions into appropriate classes consisting of an index to the classification specifications, the classification specifications and the rules for administering the classification plan.

(7) “**Classified service**” means those positions in the CBJ service which are not specifically included in the partially exempt service as provided in CBJ 44.05.

(8) “**Day**” means a calendar day.

(9) “**Demotion**” means the appointment of an employee from a position in one job classification to a position in a related job classification at a lower range.

(10) “**Department director**” means the head of a department established by CBJ 03.10.

(11) “**Direct supervisor**” means a person in a supervisory relationship to an employee including all supervisors in the direct line of authority from the immediate supervisor to the Manager.

(12) “**Duty time**” means those hours an employee is assigned to work.

(13) “**Eligible candidate**” means an applicant whose name appears on a current eligible list.

(14) “**Eligible list**” means a ranked list of applicants who have completed the examinations for certain CBJ positions.

(15) “**Employee status**” means the employment standing of an employee. Employee statuses include permanent, probationary, substitute, temporary, emergency, layoff and partially exempt.

(16) **“Examination”** means any activity or process used by the appointing authority to select an employee including but not limited to: review of applications; written, oral and physical tests; medical and psychological examinations, interviews, consulting with references and past employers and the evaluation of the employee’s performance during the probationary period.

(17) **“Health care provider”** means a dentist licensed under AS 08.36, a physician licensed under AS 08.64 or a psychologist licensed under AS 08.86.

(18) **“Immediate family”** means an employee’s spouse, parent, child, brother or sister, in a full, half, step, or foster relationship.

(19) **“Job classification”** means a group of positions which are similar in general duties, responsibilities and minimum qualifications and are identified by the same title.

(20) **“Layoff”** means the separation of an employee because a position is abolished, because of insufficient money, lack of work or other reasons not reflecting discredit on the employee.

(21) **“Layoff status”** means the status of a permanent or probationary employee who has been separated from employment for reasons not reflecting discredit on the employee and who has certain rights and obligations under these rules.

(22) **“Manager”** means the Manager or acting manager of the CBJ as provided by CBJ 03.05, provided that in cases involving employees supervised by the Attorney, “Attorney” shall be substituted for “Manager” in the following rules: 6 PR 010(e), 11 PR 065(e), 14 PR 015(a), 14 PR 025(c), 14 PR 030(a), 15 PR 010, 15 PR 020, 15 PR 025, 15 PR 030, 17 PR 020, 19 PR 005(11), 19 PR 005(25).

(23) **“Merit principle of employment”** means:

(a) recruiting, selecting and promoting employees on the basis of their knowledge, skill, ability and willingness to perform the work, including open consideration of qualified applicants for initial appointment;

(b) retention of employees with permanent or probationary status on the basis of job performance and behavior, including reasonable efforts of temporary duration for correction of inadequate performance or unacceptable behavior, and separation for cause;

(c) equal treatment of employees and applicants with regard only to knowledge, skill, ability and willingness to perform the job;

(d) rates of pay based on the work assigned and performed; and

(e) selection and retention of employees secure from political influences.

(24) **“Parent”** means a biological or adoptive parent, a parent in law, or a stepparent.

(25) **“Partially exempt service”** means those positions in the CBJ service listed or provided for in CBJ 44.05.070. Unless designated otherwise by the Manager in writing, all positions assigned to pay ranges 20 through 25 are in the partially exempt service. Employees in partially exempt positions are not subject to or covered by the personnel rules on recruitment, examination, selection, probationary periods and grievance and appeal procedures.

(26) **“Pay rate”** means the specific salary or hourly rate of pay for a position.

(27) **“Personnel Board”** means the board created by Section 3.14 of the Charter and CBJ Title 44, the personnel management code.

(28) **“Personnel Director”** means the Manager and that person appointed by the Manager as the Personnel Director.

(29) **“Position description”** means a written statement describing the essential duties and responsibilities of a position.

(30) **“Promotion”** means the appointment of an employee from a position in one job classification to a position in a related job classification at a higher range.

(31) **“Qualified applicant”** means an applicant for a vacant position who meets the minimum qualifications for the position and has submitted a timely and complete application.

(32) **“Second degree of kinship”** means a father, mother, son, daughter, brother, sister, grandmother, grandfather, granddaughter, grandson, uncle, aunt, niece, or nephew, in a full, half, step, or foster relationship by blood or marriage.

(33) **“Subfill appointment”** means the filling of a position by appointment to a closely related classification at a lower range.

Section 29. Lump Sum Payment. All non-represented permanent or probationary employees whose regular work schedule is 37.5 hours per week or more and are employed

on July 1, 1997 will receive \$258.00 as a pay equalization adjustment at the end of the first pay period in July, 1997. All non-represented permanent or probationary employees whose regular work schedule is 37.5 hours per week or more and are employed on July 1, 1998, will receive \$258.00 as a pay equalization adjustment at the end of the first pay period in July, 1998. Non-represented permanent or probationary employees whose regular work schedule is less than 37.5 hours per week will receive an amount pro rated upon the number of hours per week worked, provided all other conditions are met, in each of fiscal years 1998 and 1999. All pay equalization payments will be subject to taxes and all regular pay deductions.


Section 30. Effective Date. This resolution shall be effective immediately upon adoption.

Adopted this 7th day of July, 1997.



Mayor

Attest:



Clerk