

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CITY AND BOROUGH OF JUNEAU, ALASKA**

**And**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL  
4303  
AFL-CIO**

**July 1, 2016 – June 30, 2019**

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 Between the  
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 And the  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4303**  
 July 1, 2016 – June 30, 2019

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote harmonious and cooperative relations between the City and Borough of Juneau (CBJ), hereafter referred to as the Employer, and Local 4303 of the International Association of Fire Fighters (IAFF), hereafter referred to as the Union. This document is a record of agreements reached between the Employer and the Union on matters of wages, hours and other terms of employment.

## **ARTICLE 2**

### **RECOGNITION**

#### **2.1 – Recognition**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for Fire Captains, Firefighter/Paramedics, Firefighter/EMT I, II and III's, Firefighter Mechanics, EMS Training Officer, Engineer and Fire Training Officer, including seasonal and long term temporary appointments for the purposes of collective bargaining.

#### **2.2 - Union Representation**

The Employer will not negotiate or handle grievances with any individual or with any organization other than IAFF, Local 4303 or its designee with reference to terms and conditions of employment of Employees in the Bargaining Unit.

Nothing contained herein shall be construed to, in any way, deprive Employees of rights as provided by law.

#### **2.3 – New Positions**

In the event that new positions or titles are created within Capital City Fire/Rescue and a dispute arises regarding representation, the Personnel Board (CBJ 44.05.060) shall determine the appropriate bargaining unit status.

The Union shall be notified of all new positions and job classifications created within the bargaining unit within ten (10) days of such action. The notifications shall include a copy of any changes to class specifications.

If a position is moved from the bargaining unit, the Union will be notified in writing.

## **2.4 – Changes to Class Specifications or Position Descriptions**

Changes in class specifications or major changes to position descriptions shall be provided to the union.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

The Employer and the Union agree to comply with all current local, state and federal laws, rules and regulations prohibiting discrimination against any person in regard to all aspects of employment and union representation.

### **ARTICLE 4**

#### **INTERPRETATION**

The interpretation of this Agreement shall be governed by the strict application of the words and terms used as defined by "Webster's New World Dictionary, Fourth College Edition" unless a word or term is specifically defined within this Agreement or Personnel Rules as having another meaning.

In the case of conflict between the provisions of this Agreement and the provisions of the CBJ Personnel Rules, or the provisions of any CBJ imposed policy, rule or ordinance, the provisions of this Agreement shall govern. Nothing in this Article supersedes the provisions of Article 22 of this Agreement.

### **ARTICLE 5**

#### **MANAGEMENT RIGHTS**

Certain rights are reserved to management and may not be subject to negotiations. These rights are set out in CBJ 44.10.130. CBJ 44.10.130 is set out in full in Appendix "A" to this Agreement for informational purposes.

## **ARTICLE 6**

### **UNION SECURITY AND ACTIVITIES**

#### **6.1 – Union Membership**

Membership in the Union shall be optional. Those employees electing not to become members of the Union shall be required by the Union to pay a service fee to the Union for the expense of representation.

Employees who fail to meet this requirement shall be subject to discharge unless that employee has a bona fide religious exemption in accordance with 6.4 of this Article. It shall be the Union's obligation to notify the Employer when an employee has failed to comply with the provisions of this section.

#### **6.2 – Payroll Deductions**

The Employer shall recognize an authorization signed by an employee for the deduction of dues, service fees and other Union fees from the pay of that employee.

#### **6.3 – Limitations**

Union dues or a service fee shall not be required of temporary employees appointed under the provisions of 5 PR 015 (a) and (d) or an employee whose employment does not exceed 780 hours per calendar year.

#### **6.4 – Religious Exemption**

Employees whose bona fide religious convictions preclude the payment of union dues or fees shall contribute an amount equal to such dues or fees to a non-religious charitable organization that is acceptable to the Union. Documentation of such contribution shall be required on a monthly basis.

#### **6.5 – Union Activities**

Union members will not discriminate against nor harass non-members. The Employer will not restrain an employee from belonging to the Union or taking an active part in Union affairs nor discriminate against an employee because of Union membership or lawful union activity. However, Union activities shall not interfere with department activities.



#### **6.6 – Bulletin Boards and E-mail**

The Employer shall provide space on existing bulletin boards, which are primarily for employee information for the posting of Union notices. The use of such bulletin boards shall be consistent with the provisions of 16 PR 005.

Use of e-mail for union business shall be allowed, provided that such use is consistent with Rule 16 of the Personnel Rules, and such use does not interfere with the operations of the Fire Department or the performance of the Employee's duties.

#### **6.7 – Union Representative**

The Union shall have representatives who are authorized to speak for the Union in all matters covered by this Agreement. These representatives shall be permitted to visit any site at which bargaining unit members are working provided the Fire Chief has received advance notice and the representative's visit does not interfere with department activities.

The Union shall provide the Human Resources Director with a complete list of Union Representatives within 30 days of signing this Agreement, and following Union elections thereafter.

When the Fire Chief concurs that requests, complaints and grievances cannot be handled during nonworking hours, the Union Representative may process same during working hours without loss of compensation.

#### **6.8 – Discharge Notice**

The Employer shall provide the Union with a copy of any discharge notice when the authorized Union representative requests such a copy.

#### **6.9 - Union Business Leave Account**

- A. The Employer agrees to deduct from each bargaining unit member 0.385 hours of personal leave each bi-weekly pay period.
- B. The employee's leave shall be converted to a cash amount equal to the employee's hourly regular rate of pay.
- C. The cash amount shall be deposited in to a bank account held by the IAFF Local 4303 on a quarterly basis. The purpose of the account shall be to fund union business activities authorized by IAFF Local 4303 representatives.
- D. The Secretary/Treasurer of IAFF Local 4303 shall inform the supervisor of payroll if the union leave bank account number should change, and provide a new account number.

The IAFF Local 4303 shall assume any legal liabilities and reporting obligations associated with the use of these funds.

- E. Written requests for union business leave shall be made by the IAFF Local 4303 President or a member of the Executive Board to the Fire Chief or designee with as much notice as possible. If the request for business leave is not made within three (3) calendar days of the need for leave, and the impact of granting the leave request would result in mandatory overtime or an employee missing mandatory training, then the request may be denied.

## **ARTICLE 7**

### **EMPLOYEE RECORDS**

#### **7.1 - Location**

An employee's official Personnel File is maintained in the Human Resource Office. Personnel records shall not be removed from the Human Resources Office and all records must be reviewed in the presence of Human Resources Office staff.

#### **7.2 - Access**

Any information contained within an employee's personnel file shall be held confidential. Access to the file by any person outside the Human Resources Office shall require a record of that access and will be limited to persons who clearly have a need to know the information to perform their official duties with the City and Borough. Access to the file by anyone outside of the City and Borough shall be in accordance with applicable state and federal laws or as ordered by a court of competent jurisdiction.

#### **7.3 - Employee Access**

An employee shall have access to his/her personnel file, his/her department working files, his/her supervisory file, and to all information contained within those files. "Department Working file" is defined as any written material kept at the department headquarters for personnel administration purposes. "Supervisory file" is defined as any written material maintained by the supervisor that is to be used in evaluating an employee's performance. The Employer may require a prior appointment.

In those instances that a prior appointment is required, the Employer shall schedule the appointment for a time prior to close of business of the workday following the day of the request.

#### **7.4 – Evaluations**

The parties recognize that effective performance management includes ongoing feedback and discussion regarding an employee's performance throughout the performance evaluation cycle.

### **ARTICLE 8**

#### **LIABILITY**

The Employer shall provide for the legal defense of an employee resulting from the performance of duties by the employee provided the employee performed the assigned duties in good faith, with due care and diligence, and according to instructions received. The employee shall not lose position, pay or benefits during the defense of any such legal action. Costs stemming from civil suits against an employee who in good faith performed assigned duties shall be born by the Employer.

The Employer will not share the liability for an employee's actions when it is found that the employee did not act in good faith; or, failed to act according to instructions; or, failed to exercise due care and diligence.

### **ARTICLE 9**

#### **SAFETY**

##### **9.1 - Mutual Concern**

Effective safety practices are a mutual concern among employees, Union representatives and management personnel. As such, the parties to this Agreement are committed to the rapid and effective correction of any unsafe conditions that may arise during the duration of this Agreement.

Should a Union Representative bring to the attention of management any item that they consider immediately dangerous to life and/or health, management shall address the concern promptly. The Fire Chief, or designee, shall follow up with a written response to the union within seven days regarding the determination and/or resolution of the safety issue.

Employees that fail to utilize required personal protective equipment, as detailed in the Standard Operating Guidelines, may be subject to disciplinary action.

## **9.2 - Equipment and Work Areas**

Safety and equipment standards shall be in conformance with applicable state and federal law and/or regulation, Employer requirements and this Agreement.

Shops, locker rooms, storerooms, offices and washrooms shall be heated and lighted adequately for the work to be performed.

Floors, locker rooms, washrooms, pits and other areas utilized by employees shall be maintained in a safe condition at all times. Dry grit will be available for oil spills, and floors will be kept dry. Employees will be held responsible for ordinary care of these facilities during their use. The Employer shall establish evacuation plans for each facility where employees are regularly assigned. Copies of the evacuation plans shall be posted within the affected employees' work areas.

## **9.3 - Instructions for Responding to On-The-Job Injury**

Each employee shall receive instructions at least annually on the procedures to be followed in the event of an on-the-job injury.

## **9.4 - On-The-Job Injury**

- A. Medical attention shall be afforded an injured employee at the earliest possible moment. The Employer may require an employee to accept medical attention.
- B. The Employer shall provide for all emergency transportation necessary to transport an employee injured on-the-job to the nearest medical facility.
- C. An employee injured while on duty shall make a detailed written report of the circumstances surrounding the accident including recommendations on how the accident could have been prevented as soon as the employee is reasonably able to do so.
- D. An injured employee shall be required to return to work as soon as able to perform regular duties or such duties as the Employer may assign. The employee shall be required to present a written release from a physician prior to returning to work.
- E. All claims regarding personal injury shall be handled by the Employer. Nothing in this Article precludes an employee from pursuing other appropriate action as provided in this Agreement.

## **9.5 – Injury Leave**

- A. The Union and Employer jointly agree that the intent of this provision is to recognize the unique nature of emergency services work and is meant to protect and support

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employees in the event of a line-of-duty injury during a given year. It is further understood by both parties that all other work-related injuries, which qualify an employee for Worker's Compensation will not be covered under this provision and will be handled through the City's standard Workers' Compensation process.

- B. Employees performing emergency services may qualify for injury leave in the event of a serious injury received in the line-of-duty. Injury leave will be granted for up to twelve (12) consecutive months from the date of initial injury for a regular full-time department employee who has suffered a serious injury in the line-of-duty and which qualifies them for Workers' Compensation. For purposes of this provision "line-of-duty injury" means a duty related injury that meets the requirements of the Alaska Workers' Compensation Act and is also:
1. An injury received due to the actions of another person; or
  2. An injury received while responding to or working at a reported emergency; or
  3. An injury received while operating or riding in an emergency vehicle.

This section does not apply to psychological injuries.

- C. Injury leave will not be available to an employee who has received a line-of-duty injury due to his or her own negligence.
- D. All Workers' Compensation payments made to the employee must be turned in to the City within 2 business days of receipt.
- E. An employee on injury leave will be paid at his or her base rate of pay (range and step) in effect on the date of the qualifying injury and will normally be assigned to a 40 hour workweek. An employee will not be required to use personal leave while on injury leave, unless he or she would not be ready, willing and able to return to work (absent the injury). An employee will only accrue leave while he or she is in work status. The Employer will continue to provide employer's portion of the health insurance contribution while the employee is on injury leave. Injury leave may be granted for a maximum period of 12 consecutive months. Family Medical leave entitlement shall run concurrently with Injury Leave.
- F. During periods of injury leave, employees may be assigned work at the discretion of the department unless such work assignments adversely affect the nature of the injury. If there is a disagreement between the City and the employee as to whether the employee is able to perform the work assigned, such disputes shall be submitted to and resolved by a health care professional selected by the Employer. The decision of this health care professional as to whether the employee is able to perform the work assigned will be determinative, so long as the decision is not arbitrary, capricious, or made in bad faith. If an employee disagrees with a determination of the health care professional that the employee is capable of performing the work assigned, the employee may elect to decline the assignment, which

will terminate the employee's entitlement to paid injury leave under this provision. If the employee is unable to return to full duty within twelve months, or if the employee retires, effectively relocates from the community, takes other employment, or otherwise takes an action that would effectively remove the employee's ability to return to service, the Employer's obligation under this provision shall terminate.

- G. The parties recognize that management may eliminate open leave slots in response to placing an employee on injury leave in order to reduce the impact of staffing shifts with overtime assignments.

Article 9.5 will be in place for the period of the collective bargaining agreement on a trial basis. At the expiration of the collective bargaining agreement, the parties will assess the use of injury leave and will only continue injury leave upon mutual agreement.

#### **9.6 - Correcting Unsafe Conditions**

- A. All unsafe equipment or working conditions that the employee cannot correct shall be immediately reported by the employee to the immediate supervisor.
- B. When the supervisor confirms the existence of an unsafe condition that cannot be immediately corrected, the supervisor shall reassign the employee to duties that are safe.
- C. The supervisor shall immediately inform the Fire Chief and Duty Officer in the event of a disagreement about the existence of an unsafe condition.
- D. The Fire Chief or a person designated by the Fire Chief shall request an immediate inspection by Employer's safety inspector or, if unavailable, another appropriate safety inspector.
- E. The opinion of the safety inspector shall be the final determination on any disagreement as to the existence of an unsafe working condition.
- F. The Employer may require employees to submit written reports on unsafe equipment or working conditions that affect assigned duties.
- G. The allegation of unsafe working conditions shall not be a pretext to avoid assigned duties.

#### **9.7 – Occupational Injury Return to Work**

A bargaining unit member who is injured on the job, and who is administratively separated due to an inability to perform the functions of his or her position due to that on the job injury, will be eligible for preferential appointment under the following provisions:

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- A. The bargaining unit member must notify the department of his or her intent to return to work, and be appointed to a position, within three years of his or her separation.
- B. The bargaining unit member's separating performance evaluation must have had an overall performance rating of "Acceptable" or better.
- C. The bargaining unit member must provide a fit for duty certification by a physician mutually agreeable to both parties. The bargaining unit member must be certified by the physician to perform all of the essential duties of the position, with or without a reasonable accommodation.
- D. If the bargaining unit member was physically unable to maintain certification and licensure during the period of separation, once certified as fit to return to duty, he or she shall be given the opportunity to attend department sponsored training, provided attendance at that training is at no cost to the employer.
- E. The bargaining unit member will be eligible for any vacant position in the bargaining unit for which he or she meets the minimum qualifications, provided the vacant position is not a higher classification than the position the bargaining unit member previously held. The bargaining unit member will not be required to retest for the position, however, the employer may require that the bargaining unit member pass a physical agility test.
- F. Bargaining unit members appointed under these provisions will be placed at the step in the salary range that he or she previously earned. The bargaining unit member will serve a new probationary period upon appointment.
- G. If the bargaining unit member is appointed to a position in a lower classification than what he or she previously held, he or she shall be promoted to the first available position in the classification the employee held prior to separation.
- H. When there are bargaining unit members eligible for preferential appointment under the provisions of this Article and Section, and bargaining unit members eligible for preferential appointment due to layoff, the most senior of the two bargaining unit members will be appointed.

**ARTICLE 10**

**UNIFORMS, TOOLS AND EQUIPMENT**

**10.1 - Uniforms & Equipment**

The Employer will provide uniforms, devices, and protective clothing and equipment as needed.

- (a) Uniforms provided shall include at a minimum, two class B shirts, two pairs of pants, four class C cotton tee shirts, one leather belt, one jacket or job shirt, one ball cap, one stocking cap, one pair of coveralls (upon employee request) and safety-toe station boots. Every effort shall be made to provide the full compliment of uniform items at time of hire. The Employer will provide laundry soap and laundry facilities where employees can launder their own uniforms.
- (b) "Device" is defined as badges, nameplates, collar badges and other insignia as determined appropriate by the Fire Chief.
- (c) Upon hire, and as needed, employees will be provided a full set of bunker gear and a reserve set of bunker gear. EMS outer garments will be provided as needed.

The following equipment shall be provided:

- Two lengths of webbing
- Wire Cutters
- Wooden Door Caulks
- Six-in-One Screwdriver
- Helmet-mounted Flashlight
- Right-angle Flashlight
- Two Spanner Wrenches
- Utility gloves

Other equipment will be provided as needs are identified and funding becomes available.

All equipment must meet NFPA or industry standards. The R&D Committee may make recommendations to the Fire Chief on preferred brands or models. The Fire Chief shall retain final approval for the purchase of equipment.

- (d) An annual inspection of uniforms and all issued personal protective equipment will be conducted by the Fire Chief's designee. Missing items or items in disrepair will be replaced or repaired at the department's discretion. Boots will not be replaced more than once every two years.



## **10.2 – Wearing of Uniform**

Uniform items provided by the Employer or for which the employee is paid may only be worn in the performance of assigned job duties and when traveling directly from place of residence to work and traveling directly from work to place of residence. The Fire Chief may grant exceptions to this rule.

## **10.3 - Tool Allowance**

- (a) Automotive mechanics who are required in writing by the Employer to provide their own hand tools will be paid an annual allowance of \$1000.00 for the purchase, replacement and repair of their own hand tools.
- (b) For current employees, the specified annual amounts shall be paid in advance by separate check to each employee during the month of July, except that employees who are in leave without pay or seasonal leave status for two weeks or longer beginning on July 1<sup>st</sup> of any given fiscal year, shall receive their tool allowance with the first full paycheck after their return to paid status. The tool allowance will be prorated according to the employee's anticipated work schedule, e.g., a seasonal employee who is budgeted to work for 7 months will receive 7/12 of the total relevant allowance.
- (c) New employees shall receive the relevant, pro-rated amount based upon what month they were hired within the fiscal year, e.g., an employee hired in October shall receive 9/12 of the total relevant allowance. This amount shall be included in the paycheck issued after the first full pay period.

## **10.4 - Repayment to Employer**

Employees who are paid the annual tool allowance in advance and leave employment in less than one year from the providing of the payment of the allowance shall repay the Employer according to the following schedule:

- 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.

## **10.5 – Employer's Tools, Property and Equipment**

Tools, equipment, security and access badges or cards, and any other property items issued by the Employer remain the exclusive property of the Employer and shall be used only in the

performance of assigned job duties. The employee shall reimburse the Employer at replacement value for any tools, equipment or property items not returned to the Employer.

### **10.6 - Supplies, Furniture & Appliances**

The Employer will provide the following:

- Janitorial supplies
- Paper products
- Dishwashing and laundry detergent
- Garbage bags
- Built-in appliances, such as stoves and refrigerators
- All furniture, including beds

The Employer shall provide cookware, dishes and utensils only when setting up a new station. The Employer will pay up to 50% of subsequent replacement costs.

The Employer may provide up to 50% of the cost of any other appliances whose purchase is authorized by the Fire Chief or his designee. These appliances shall remain in the Employer's facilities for use by employees.

All other items are the responsibility of the employees.

### **10.7 – Facilities**

The Employer and the Union recognize the importance of maintaining safe, healthy and sanitary working conditions.

All manned stations shall have dormitory facilities which include beds, sanitary mattresses, bed linens, and window coverings.

Stations shall have safe air quality that meets OSHA standards and applicable state laws. Each station shall have properly working lights, doors and windows.

An adequate supply of hot water for dish washing and showering must be available at all times. In the event that hot water is not available in a manned station, bargaining unit members will be permitted to use facilities in other stations.

All stations shall have bathroom facilities and shower stalls which comply with applicable health and building codes.

All manned stations shall have kitchen facilities which include the following major appliances: stove with oven (4 burner minimum), refrigerator/freezer, dishwasher, microwave oven and coffee maker.

Each manned station shall have facilities for washing and drying uniforms. The Employer will provide for cleaning turnouts by using a commercial cleaning company or by providing a suitable washing machine capable of cleaning turnout gear.

## **ARTICLE 11**

### **HOURS OF WORK**

#### **11.1 - Twenty-four Hour Rotating Shift Schedule**

##### **A. Definition**

Employees assigned to work a twenty-four hour shift schedule shall be assigned to one of three work groups identified as A, B, or C shift. The work groups shall rotate continuously (A,B,C) (A,B,C). Employer initiated shift transfers that result in an employee working continuously without a 24 hour break between shifts, shall result in overtime for all hours worked during the next shift. For the purpose of utilizing the 7 (k) partial exemption provided in the Fair Labor Standards Act, the Employer shall establish a twenty-eight day FLSA cycle, this constitutes a 56 hour week.

##### **B. Trade Days**

1. Subject to the approval of the Fire Chief or designee, and in accordance with Department policy, employees may trade scheduled shifts or portions of scheduled shifts with other employees. Time traded shall not be added to or subtracted from actual hours worked related to the Fair Labor Standards Act overtime threshold
2. Shift trades of less than twelve (12) hours shall be considered Standby trades. Standby trades may be approved up to and including hours currently being worked with the approval of the Fire Chief or designee. Standby trades shall not cause staffing levels to fall below staffing minimums or interfere with department operations or required training activities.
3. No bargaining unit member may work more than seventy-two hours without a minimum of a twelve hour break. The Fire Chief or designee may allow employees to work beyond with consideration to run volume during the said 72 hour continued work cycle.
4. Employees engaging in shift trades may exchange personal leave in lieu of working the owed trade day. The employee may opt to transfer leave hours from their account to the leave account of the person who assumed the trade. Each hour transferred between employees shall not undergo any monetary conversion based on employee pay rates.

### **C. Temporary Assignment**

Employees normally assigned to work a twenty-four hour shift schedule may be temporarily assigned to a schedule consisting of not more than thirty-seven and one-half (37½) hours per week. Employees so assigned shall receive their normal wage, benefits, (including accrual rates) and seniority accrual rate. Employees required or permitted to work in excess of thirty-seven and one-half (37½) hours but less than forty (40) hours per week shall be compensated at the straight time (thirty-seven and one-half hours) rate of pay. Employees who are required or permitted to work in excess of forty (40) hours per week while so assigned shall receive overtime based on the thirty-seven and one-half (37½) hour per week rate of pay. Temporary assignments shall normally last no longer than six (6) weeks, but may be extended for longer periods after consultation with the Union.

#### **11.2 - Thirty-seven and One-half or Forty Hour Schedules**

##### **A. Definition**

Employees not assigned to the twenty-four hour rotating shift schedule shall normally be assigned to work Monday through Friday, thirty-seven and one-half (37½) or forty (40) hours per week.

##### **B. Temporary Work Schedule Assignment**

Employees assigned to work the thirty-seven and one-half (37½) or forty (40) hour schedule may be temporarily assigned to a twenty-four (24) hour shift schedule. Employees so assigned shall receive their normal wage, benefits, (including accrual rates) and seniority accrual rate. Hourly employees who are required or permitted to work in excess of the twenty-four (24) hour shift schedule while so assigned shall receive overtime based on thirty-seven and one-half (37½) hours per week.

#### **11.3 - Assignment to Temporary Training Schedule**

In order to provide an efficient and cost effective training program, the employer may transfer employees normally assigned to a 56 hour schedule to a temporary training schedule. The temporarily transferred employee shall receive wages, benefits, and seniority accrual without compromise provided that:

- A. any training time and/or applicable travel time that exceeds the number of hours that the employee would normally have worked that occur during the days assigned to training shall be paid at the overtime rate of time and one-half (based on the employee's current rate of pay);

- B. Assignment to a temporary training schedule shall not exceed twenty-eight (28) days in the Employer's fiscal year.
- C. The provisions of this Article shall not prohibit Letters of Agreement regarding specialized training opportunities.

#### **11.4 – Scheduling of Overtime**

- A. Voluntary Overtime shall be scheduled in accordance with the Standard Operating Guidelines in place at the signing of this contract.
- B. Overtime opportunities for employees assigned to a forty-two hour workweek will be offered first to members of the opposite crew. If members of the opposite crew are not available, overtime for coverage will be offered to employees assigned to 24 hour shifts according to SOP E.210.

#### **11.5 – Management's Right to Assign Shifts and Hours of Work**

Workweek schedules contained in this article take into account the impact on employees assigned to work those shifts. Management reserves the right to create and assign shifts in accordance with the management rights set out in CBJ Code, 44.10.130 (See Appendix A.).

#### **11.6 – Forty-two hour schedule**

Employees assigned to work a forty two hour schedule will normally be assigned to work three twelve hour shifts and a six hour shift. Employees assigned to this schedule will be assigned to one of two work groups identified as "D" or "E" shift. Employees assigned to this schedule will have a 40 hour FLSA workweek.

## **ARTICLE 12**

### **TRAINING**

#### **12.1 – Training Expenses Paid for by Employer**

The Employer shall pay for registration, tuition, textbooks and other course fees and materials incurred when an employee attends approved training. The textbooks and materials remain the property of the Employer unless otherwise authorized by the Fire Chief.

## **12.2 – Training Schedule**

The Employer will develop and maintain a list of required training for each position. The list may be modified at the Employer's sole discretion. This list will be provided to each employee prior to October 1<sup>st</sup> of each calendar year.

The Employer will schedule required training with as much notice as possible. The Employer will endeavor to post an annual training plan prior to October 1<sup>st</sup> of each calendar year that outlines required training courses.

Required training that does not require specialized instructors, texts, or resources shall be accomplished, if practical, on shift.

The Employer will attempt to provide, where practical, a means to make up required training that is missed by an employee. It is the employee's responsibility to make up the missed required training. The employer shall not incur additional overtime costs if an employee needs to make up required training that was missed due to reasons under the employee's control.

After all rounds of leave picks have been completed, the employer may utilize open leave slots to prevent overtime as a result of employee training.

## **12.3 – Training Required for Current Position**

This section applies when the training is at the Employer's direction and is intended to provide the employee with additional skills and knowledge to maintain or improve performance in the employee's current position.

The Employer will provide the minimum number of education hours necessary to meet mandatory certification requirements required to maintain employment with the department. When practical, the said education opportunities may be completed by use of video taping, computer programs, or in house instructors.

If the employee fails to attend required training without good cause, adverse employment action may ensue including discipline and/or a requirement to repay travel and training costs.

Nothing in this subsection should be construed as a guarantee of continued employment should an employee fail to maintain State of Alaska licensing or certification requirements.

## **12.4 - Employee Requested Training**

This section applies when an employee wants to attend a course, seminar, workshop, correspondence course or other type of training that is not required by the Employer.—Costs paid for by the employer may include registration, tuition or other course fees. The employee will pay for textbooks and other materials that remain the property of the employee. In order for

the Employer to pay for the training, the employee must make written application and enter into a repayment agreement in accordance with the Personnel Rules.

Overtime will not be paid for voluntary attendance at non-department mandated (employee requested training). The employee shall receive no less than their normal wage, benefits (including accrual rates) and seniority accrual rate while at approved training. The Chief or Division Chief may allow the employee to attend such training while the employee is on-duty provided that it does not interfere with department operations.

### **12.5 - Pay Associated with Training**

Please see Article 11 Hours of Work for information about pay associated with training. See also 12.2.

## **ARTICLE 13**

### **PAY RATES AND PAY DAYS**

#### **13.1 - Pay Schedule**

The pay schedules are contained in Appendix B and attached hereto.

- A. There will be no adjustments to the pay schedule, unless they are bargained under the re-opener provision in Article 25.

All employees in positions classified as permanent, excluding seasonal, and whose regular work schedule is 40 hours per week or more, and who are employed on July 1, 2017 shall receive a lump sum payment in the amount of seventeen hundred dollars (\$1700) on the payday of the first full pay period following ratification of this agreement.

All employees in positions classified as permanent seasonal or part time, who are employed on July 1, 2017 shall receive a lump sum payment adjustment in the amount of seventeen hundred dollars (\$1700) pro-rated upon the percentage of full-time equivalent (FTE) the position is budgeted in FY 2018. The pro-rated lump sum payment shall be paid on the payday of the first full pay period following ratification of this agreement.

B. Pay Schedule Structure

Effective with the first day of the first pay period on or after July 1, 2014:

1. The percentage increments between steps increments for the Training Officers and Fire Mechanic will remain unchanged from the pay scale in effect on July 1, 2013.

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2. There shall be two salary ranges for Fire and EMS classifications: Firefighter and Captain. Step 6 of the Fire Captain range shall be 18% above Step 6 of the Firefighter/EMT II range (\$23.61 per hour). The dollar amounts of each step shall be based on a percentage of Step 6 of each range in the following manner:

- Step 1: 80% of step 6.
- Step 2: 82% of step 6.
- Step 3: 85% of step 6.
- Step 4: 89% of step 6
- Step 5: 94% of step 6.
- Step 6: 100% of step 6
- Step 7: 101% of step 6
- Step 8: 102% of step 6.
- Step 9: 103% of step 6.
- Step 10: 106% of step 6

3. The range of pay for each classification shall be determined by the application of classification adjustments. The percentage increase or decrease of each adjustment will be calculated from Step 6 of the Firefighter EMT II wage in the following manner:

	<b>Classification Adjustment</b>	<b>Basis</b>	<b>%</b>
1.	EMT I	Per hour	-10%
2.	EMT III	Per hour	4%
3.	Paramedic	Per Hour	10%
4.	Engineer	Per Hour	10%

### 13.2 - Merit Steps

- A. Merit increases are earned after a merit anniversary date is established and when a permanent employee meets the appropriate number of hours and months of continuous service and achieves an overall performance evaluation of "Acceptable" or better. Merit anniversary dates shall not change once established.
- B. A permanent employee is eligible for steps 2 through 6, after 12 months of continuous service.
- C. A permanent employee is eligible for steps 6 through 10, after 24 months of continuous service
- D. A merit increase shall be automatically awarded to a permanent employee on the employee's merit anniversary date unless the employee has been notified that



management has performance concerns that may adversely affect the granting of an increase.

### **13.3 – Promoted Employee**

Employees who promote shall be placed in the new range at the step they earned in the former range. Promotion means the movement of an employee from one position to another related position in a higher classification or salary range without a break in service. For the purposes of this rule, related positions means those positions that require similar, but progressively greater, knowledge, skills and abilities in order to perform the higher level duties.

#### **13.3.5 Probationary Period**

Upon initial appointment, a promoted employee will serve a new probationary period in accordance with the Personnel Rules.

A promoted employee will serve a new probationary period in accordance with the Personnel Rules, but the promoted employee's merit anniversary date will remain unchanged. However, an employee who is promoted into a flexibility staffed job classification after serving the initial probationary period will complete probation upon completion of the preceptorship at the higher levels of the job classification series.

### **13.4 - Overtime**

- A. Except as provided in Hours of Work - Article 11, overtime shall be paid for all hours assigned or permitted to work outside the regularly scheduled hours of work. The overtime rate of pay is time and one-half (1 ½) an employee's regular hourly rate except as provided in J below.
- B. Employees assigned to a thirty-seven and one-half (37 ½) hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day.
- C. For Employees assigned to a fifty-six (56) hour workweek, the minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in tenths of an hour.
- D. For thirty-seven and one-half (37 ½) or forty (40) hour workweek employees, overtime shall be calculated in tenth of an hour increments.
- E. The minimum call out shall be for two hours paid at the appropriate hourly rate. Employees called back to duty shall be required to remain on duty for a minimum of two hours, unless released by the Duty Officer or Fire Chief.

- F. Full time, year round permanent/probationary employees required to be transported by non scheduled aircraft in the course of providing emergency services shall be paid at their appropriate rate of pay and receive professional pay in accordance with Article 13.11.
- G. For pay related to training, see Hours of Work – 11.3. Also, see 12.3.
- H. Emergency Call Back: Employees are authorized to respond automatically to All Call incidents and will be compensated a minimum of two hours call back per 13.4(E), or actual hours worked if the time worked exceeds two hours.
- I. Employees assigned to a forty-two hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day. The minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in tenths of an hour.
- J. Full time, year round, permanent/probationary employees working mandatory overtime shifts to cover for a seasonal Firefighter/EMT 1 work will be paid 2x their hourly rate of pay for all hours worked in that assignment.
- K. The employer will endeavor to provide overtime opportunities in an equitable fashion to bargaining unit members.
- L. Probationary employees are eligible for overtime after successfully passing the EMS preceptor part of their probation for EMS and firefighting positions. Probationary employees will be placed on the OT eligibility list in such a fashion as to allow permanent employees the first opportunity to refuse voluntary overtime assignments.
- M. Overtime will be paid within the pay period that the overtime is worked.
- N. Salaried employees are not eligible for overtime.

### **13.5 - Payment of Compensatory Time**

Authorized overtime due and payable to an employee shall be paid as wages or as compensatory time. The preferred manner of payment shall be as wages. The Fire Chief will consider an employee's request to have overtime credited as compensatory time. An employee may be credited with compensatory time when the Fire Chief finds that the crediting of compensatory time will not result in any increased personal services hours. Compensatory time shall be credited at the rate of one and a half hours for each actual hour worked.

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

The Employer shall pay an employee at the employee's regular rate of pay for all time that is deducted from an employee's compensatory time account.

An employee's credited compensatory time may not exceed 150 hours at the beginning of any pay period.

If an employee's earned overtime posted as compensatory time at the conclusion of a pay period would cause the maximum to be exceeded, all such excess hours shall be paid as overtime wages.

Compensatory time may be taken with the prior approval of the supervisor and when the absence will not cause the Employer any additional personal services hours.

Compensatory time may not be taken in the pay period it is earned. Salaried employees are not eligible for compensatory time.

### **13.6 - Acting Captain Pay**

A Firefighter who is temporarily assigned the duties of an Acting Captain shall be paid according to the table in 13.11.

For acting assignments of 10 shifts or more, members on the active promotional list will receive preference regardless of shift assignment. Acting assignments 9 shifts or less will be assigned to members on that station's shift with preference given to members on the active promotional list if at the same station/shift. The acting members will be approved by the Fire Chief or designee.

### **13.7 - Standby Pay**

- A. Employees assigned to monitor and respond to a pager during off duty hours are on standby duty. Employees assigned to standby duty must be immediately available for pager duty recall.
- B. When the Employer assigns an employee to standby duty, that employee shall be paid three dollars and seventy-five cents (\$3.75) for each hour of standby duty.
- C. Standby assignments will normally be for twenty-four (24) hours.
- D. If called out, the employee will be paid at the overtime rate and standby pay will cease during the call out.

- E. Standby duty is not counted as hours 'worked' relative to the provisions of the Fair Labor Standards Act.
- F. Employees are obligated to respond to a pager call in accordance with the provisions of Standard Operating Guideline 50.7.
- G. Salaried employees are not eligible for standby pay.

### **13.8 - Required Court Appearance**

An employee subpoenaed to testify in court as a result of their employment will be paid at the appropriate rate of pay.

The employee shall give the Employer all monies received as compensation for the court appearance.

### **13.9 - Payday**

All employees shall be paid biweekly. The Employer shall distribute direct deposit stubs on the regularly established payday.

### **13.10 – Examination of Pay Records**

The authorized Union Representative shall have the right to examine all payroll records pertaining to employees. The Employer may require a prior appointment.

### **13.11 – Professional Pays**

Professional pays shall be compensated for according to the chart below. Except where noted, Professional pays will be calculated as a percentage of Firefighter/EMT II pay scale: Range 727, Step 6. Professional pays added to an employee's hourly wage will be included in the employee's base rate of pay for the purposes of calculating overtime.

The Fire Chief or designee will be the sole decision maker in determining which employees are assigned work that qualifies for professional pays.

Seasonal and Temporary employees are not eligible for Professional Pays.

Salaried employees are not eligible for Professional Pays.

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**Professional Pay Chart**

	<b>Professional Pay</b>	<b>Basis</b>	<b>%</b>
1.	Mechanics Certification: Fire Mechanic classification Only: Only one level may be paid.		
	1 Certificate	BWA	1%
	2 Certificates	BWA	1.5%
	3 Certificates	BWA	2%
2	Team Coordinator Pay: Technical Rescue Team, HazMat Team	BWA	2%
3.	Member, Technical Rescue Team Rope or Water	BWA	1%
4.	Member, Technical Rescue Teams: Rope and Water	BWA	1.5%
5	Member, HazMat Team	BWA	1%
6.	SCBA Technician	BWA	1%
7.	EMS Supply Coordinator	BWA	1%
8.	Associate's Degree	BWA	.5%
9.	Bachelor's Degree	BWA	1%
10.	Captain with Paramedic License	BWA	2%
11.	Engineer with Paramedic License	BWA	2%
12.	Peer Fitness Trainer	BWA	2%
13.	Volunteer Station Manager	BWA	2%
14	EMS Instructor	BWA	2%
15.	EMT III Expanded Scope	BWA	1%
16.	Initial Paramedic	BWA	-3%
17.	Advanced Paramedic	BWA	5%
18.	Preceptor Pay	AA	5%
19.	Acting Captain	AA	7%
20.	Medevac Flight Pay: amount calculated on bi-weekly pay (112.3 hours of FF/EMT II Step 6)	Per Flight	10%

BWA = Base Wage Adjustment

AA = As assigned

**Professional Pay Definitions:**

**Mechanics Certification:** Any employee allocated to the Fire Mechanic classification who possesses valid Emergency Vehicle Technician or Automotive Service Excellence Certificates.

**Member, Technical Rescue Team Rope or Water:** An employee who is a member of a Technical (water or rope) Rescue Team shall receive a 1% professional pay. An employee may earn no more than a professional pay of 1.5% if a member of both special teams.

**Team Coordinator Pay:** a bargaining unit member assigned to coordinate either the Water Team, Ropes Team, or Hazmat Team. A Team Coordinator shall not be eligible for member professional pay for the team in which they are coordinating.

**Associate's and Bachelor's Degree Incentives:** An employee who has an Associate's Degree from an accredited college will receive Associate's degree professional pay. An employee with a Bachelor's degree from an accredited college will receive Bachelor's degree professional pay. An employee may only qualify for one educational incentive.

**EMT-III Expanded Scope:** A Firefighter EMT III who possesses an EMT-III Expanded Scope certification may receive this professional pay.

**EMS Instructor:** An employee, at an EMT III level or above, who is not receiving the MICP C professional pay, who is certified as an EMS instructor and assigned EMS Instructor job duties as defined by the Chief or his designee.

**Initial Paramedic:** A first year Paramedic with CCFR who meets the minimum qualifications for the Paramedic job class as defined in the job classification specifications. A bargaining unit member in the Paramedic job classification, who has successfully completed a CCFR MICP preceptorship, and has successfully performed as an Initial Paramedic for 12 months shall have this professional pay removed, and shall be called considered a Paramedic.

**Advanced Paramedic:** A bargaining unit member in the Paramedic job classification and is assigned the additional responsibilities of EMT III Instructor, Preceptor, and Peer Reviewer shall receive this professional pay. If a Paramedic is receiving Advanced Paramedic professional pay, they shall not receive EMS Instructor professional pay or Preceptor professional pay. Advanced Paramedic professional pay shall be effective on October 1, 2017. A bargaining unit member receiving the Advanced Paramedic professional pay shall have one year from assignment as an Advanced Paramedic to become a certified EMS Instructor.

### **13.12 – Step Movement for Seasonal Employees**

Employees appointed to a seasonal position shall enter the pay range at Step A. Once an employee has successfully completed his or her preceptorship, and is authorized to conduct independent patient care to the EMT I levels specified by CCF/R protocols, the employee will be eligible for an increase to step 2.

A seasonal employee is eligible for steps 3 through 6 after the equivalent of 12 months of continuous service at the prior step and an overall performance evaluation of "Acceptable" or better.

A seasonal employee is eligible for steps 7 through 10 after the equivalent of 24 months of continuous service at the prior step and an overall performance evaluation of "Acceptable" or better.

### **13.13 – End of Season Bonus**

Seasonal employees who complete at least eighteen (18) weeks of service and who work until the end of the season, shall be eligible for a lump sum bonus equal to \$16.00 for each full work week completed.

## **ARTICLE 14**

### **HOLIDAYS**

#### **14.1 - Unit Members Not Receiving Holidays**

All permanent and probationary employees assigned to a 56 hour duty schedule do not receive holidays in either pay or time off; thus 14.2 through 14.5 of this Article do not apply to them. Instead, their leave accrual is increased; under the provisions of 15.1(B).

#### **14.2 - Holidays**

For employees working a 37.5 or 40 hour work week, the following days are recognized as holidays:

- A. the first of January, known as New Year's Day
- B. the third Monday in January, known as Martin Luther King Jr.'s Birthday
- C. the third Monday in February, known as President's Day
- D. the last Monday in March, known as Seward's Day
- E. the last Monday in May, known as Memorial Day
- F. the fourth day of July, known as Independence Day
- G. the first Monday in September, known as Labor Day
- H. the 18<sup>th</sup> of October, known as Alaska Day
- I. the 11<sup>th</sup> of November, known as Veteran's Day
- J. the fourth Thursday in November, known as Thanksgiving
- K. the day after Thanksgiving
- L. the 25<sup>th</sup> day of December, known as Christmas Day
- M. every day designated as a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.

Seasonal employees are required to work on holidays. Seasonal employees will receive 12 hours of credited leave for each holiday worked.

### **14.3 – Alternate Day**

If a permanent or probationary hourly employee with a regular work schedule of 37.5 or 40 hours per week volunteers to work on an established holiday, an alternate day agreed to by the employee and the Employer within the week preceding or following the holiday shall be that employee's holiday.

If any of the established holidays falls on an employee's day off, an alternative day within the week preceding or following the holiday as designated by the Employer shall be that employee's holiday.

### **14.4 – Holiday Pay**

Permanent and probationary employees with a regular work schedule of 37.5 hours per week shall be paid for 7.5 hours for each holiday provided the employee was on duty or paid leave the work day immediately preceding the holiday and the work day immediately following the holiday.

Permanent and probationary employees with a regular work schedule of 40 hours per week shall be paid for 8.0 hours for each holiday provided the employee was on duty or paid leave the work day immediately preceding the holiday and the work day immediately following the holiday.

## **ARTICLE 15**

### **LEAVE**

#### **15.1 – Accrual Rates**

- A. A permanent or probationary employee occupying a position allocated to a 37.5 hour work week shall accrue personal leave at the rate of:
1. Six and one tenth hours for each full biweekly period of work for employees with less than one year of service;
  2. Seven hours for each full biweekly period of work for employees with one but less than two years of service;
  3. Seven and eight tenths hours for each full biweekly period of work for employees with two but less than five years of service;
  4. Eight and seven tenths hours for each full biweekly period of work for employees with five but less than ten years of service;



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5. Ten and four tenths hours for each full biweekly period of work for employees with ten years or more of service.
- B. Permanent and probationary employees assigned to a 40 hour work week shall accrue personal leave at the rate of:
1. Six and five tenth hours for each full biweekly period or work for employees with less than one year of service;
  2. Seven and four tenths hours for each full biweekly period or work for employees with one but less than two years or service;
  3. Eight and three tenths hours for each full biweekly period of work for employees with two but less than five years of service;
  4. Nine and three tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
  5. Eleven and one tenth hours for each full biweekly period of work for employees with ten or more years of service.
- C. 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. Except as provided for in 15.1 (E), the personal leave accrual rates provided in this section recognize that, for all employees occupying Fire Captain, Firefighter/Paramedic, Engineer, and Firefighter/EMT positions, there are no holidays. The established accrual rates provide for the equivalent of twelve paid holidays. Permanent and probationary employees regularly assigned to a schedule of 24 consecutive duty hours followed by 48 consecutive non-duty hours shall accrue personal leave at the rate of:

1. 14.2 hours for each full biweekly pay period of duty for employees with less than one year of service;
  2. 15.5 hours for each full biweekly pay period of duty for employees with one but less than two years of service;
  3. 16.8 hours for each full biweekly pay period of duty for employees with two but less than five years of service;
  4. 18.1 hours for each full biweekly pay period of duty for employees with five but less than ten years of service;
  5. 20.7 hours for each full biweekly pay period of duty for employees with ten years or more of service.
- D. Fire Captains and Firefighter/Paramedics shall accrue an additional .92 hours for each full biweekly pay period of duty owing to the current minimum staffing requirements for these positions. Should the Employer discontinue the minimum staffing requirement, leave accrual will revert to that listed in Subsection b.
- E. Seasonal and Long Term Temporary employees working a 42 hour work week shall accrue four hours of personal leave for each full biweekly period of work. There shall be no leave accrual during partial pay periods worked. Personal leave accrual shall be prorated for pay periods where the employee has authorized leave without pay.
- F. Long Term Temporary employees working a 56 hour work week shall accrue leave according to the provisions of 15.1 (B)(1).

### **15.2 – Unauthorized Leave**

There is no accrual of leave for any pay period during which an employee is absent without approved leave.

### **15.3 – Leave Anniversary Date**

Changes in the rate of accrual as provided in 15.1 shall take effect on the first day of the pay period immediately following the date on which the employee completes the prescribed period of service. This date shall be referred to as the leave anniversary date.

#### **15.4 – Minimum Use**

Each employee shall take not less than one third of the 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 fifty-two weeks later.

An employee shall be exempt from the minimum use requirement to the extent that such use would cause the employee's personal leave balance to be less than 348 hours (for 24/48 hour regular duty shifts) or thirty days (for 37.5 hour workweeks). Cash in and transfer of leave is not counted towards minimum leave use.

#### **15.5 – Maximum Accrual**

For employees who work a 37.5-hour workweek, leave accrued but not used shall accumulate to a maximum of not more than one hundred and eighty seven and one half days on the first day of the first pay period in January. Leave in excess of one hundred and eight seven and one half days (1406 hours) shall be paid to the employee at the employee's regular rate of pay.

For employees who work a 40-hour workweek, leave accrued but not used shall accumulate to a maximum of not more than one hundred and eighty seven and one half days on the first day of the first pay period in January. Leave in excess of one hundred and eight seven and one half days (1500 hours) shall be paid to the employee at the employee's regular rate of pay..

For employees in positions working a 24/48-hour duty schedule, leave accrued but not used shall accumulate to a maximum of not more than two thousand hours (2000 hours) on the first day of the first pay period in January. Leave in excess of two thousand hours (2000 hours) shall be paid to the employee at the employee's regular rate of pay

#### **15.6 – Scheduling Leave**

It is a mutual responsibility of the employee and the Department to schedule leave so that an employee has the opportunity to take the required minimum amount of leave and any leave that will exceed the maximum amount listed in 15.5. Leave will be scheduled in accordance with current Department policy and selection shall be made on the basis of seniority. The Department will attempt to give at least 30 days notice to the Union prior to changing the Department leave policy. The Department will attempt, in so far as staffing is available, to provide for two slots of leave per shift throughout the year.

#### **15.7 – Required Taking of Leave**

The Fire Chief, or his designee, may at any time direct an employee to take accrued leave when such action is necessary to assure that the employee takes the minimum use required.

### **15.8 – Transfer of Leave**

The Manager may allow an employee to transfer leave to another person under the following conditions:

- A. The recipient must either be:
  - 1. an employee who is absent for a family/medical leave reason and is on Leave Without Pay, or
  - 2. a family member of a deceased employee, or
  - 3. an employee who is absent due to the death of an immediate family member and is on Leave Without Pay.
- B. The donor employee must have a remaining personal leave balance of not less than 134.4 hours for 24/48 hour shift employees, or twelve days, (90 hours) in the case of the 37.5 hour per week position, (96 hours) in the case of a 40 hour per week position.
- C. The donation is restricted to a maximum of:
  - 1. thirty days (225/240 hours) or fifty percent of the employee's accrued personal leave, whichever is less, for 37.5 or 40 hour per week positions, or
  - 2. 336 hours or fifty percent of accrued personal leave, whichever is less, for 24/48-hour work schedule positions.
- D. All future rights to compensation for such transferred leave used by the recipient are waived by the donor. Unused donated leave shall be returned to the donor.
- E. Personal leave donated for use by another employee may not be credited toward the donor's minimum leave use requirement.
- F. Personal leave donated to another employee shall be given a cash value by multiplying the number of hours donated by the regular pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient and the recipient's medical leave bank shall be credited with that number of hours which are a result of the calculations.
- G. Medical leave may not be transferred to personal leave or be credited to any employee other than the employee who earned such leave.

### **15.9 – Scheduled Use of Personal Leave**

An employee may take personal leave at any time that business permits with the prior approval of the Fire Chief, or his designee, in accordance with current Department policy.

The scheduling of leave shall be in accordance with the Standard Operating Guidelines (E.220) in effect upon the signing of this agreement.

#### **15.10 – Unscheduled Use of Personal Leave**

An employee may take personal leave for medical reasons when the Fire Chief, or the Chief's designee, is satisfied that the employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties. The employee shall promptly notify the relevant supervisor or Fire Chief when taking unscheduled personal leave.

An employee shall take personal leave for medical reasons when the employee's presence on the job would jeopardize the health of the employee or fellow employees.

An employee may take personal leave for medical reasons when illness or disability of a member of the employee's immediate family requires the attendance of the employee. For the purpose of this section, "immediate family" is defined as spouse (as defined in the Family/Medical Leave Policy), child, father, mother, sister or brother in full, half, step or foster relation; mother-in-law and father-in-law, grandparents and grandchildren.

An employee may take up to fourteen continuous calendar days of unscheduled personal leave because of the death of a member of the employee's immediate family.

The Fire Chief, or the Chief's designee, 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 personal leave.

#### **15.11 – Effect of Workers' Compensation**

Workers' Compensation payments shall be deducted from any personal leave or medical leave payments made to an employee so that the total compensation received by the employee does not exceed that employee's regular salary. In such instances the amount of leave charged the employee shall be reduced to equal the leave compensation paid.

#### **15.12 – Leave Without Pay**

- A. An employee who has been employed full time for the previous 26 weeks 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. Leave without pay in excess of 152 hours (for employees with a 24/48 hour duty schedule) or twenty days (for employees working a 37.5 or 40 hour workweek) in a

calendar year must be approved by the City Manager unless it is for reasons related to Family/Medical Leave.

- C. An employee who has been employed for the previous 26 weeks and has no accrued personal leave will be granted leave without pay for Family/Medical Leave reasons. (See 15.14.)
- D. 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 one day. The maximum personal leave indebtedness for an employee who is paid a salary is two days.

### **15.13 – Family/Medical Leave**

Administrative Policy 08-03R on Family Medical Leave, or its successor policy(ies) applies to this Agreement. Administrative Policy 08-03R is attached to this Agreement as Appendix C and incorporated by this reference..

### **15.14 – Cancellation of Authorized Leave Without Pay**

In those instances that an employee was granted leave without pay for a specific purpose and the Employer finds that the employee is using the leave for purposes other than those specified at the time of approval the leave may be canceled by the Fire Chief. Such cancellation shall be in writing and delivered to the employee or mailed to the employee's last known address. Improper use of authorized leave may result in disciplinary action.

### **15.15 – Effect of Leave Without Pay**

During any pay period that an employee is charged with leave without pay, that employee shall accrue personal leave and other benefits on a prorated basis the same as a part time employee.

The leave anniversary date and the merit anniversary date of an employee shall be set forward one pay period for each leave of absence without pay covering a full pay period and for each accumulation of 257.3 hours (for employees on a 24/48 hour duty schedule) or 10 days (for employees with a 37.5 or 40 hour workweek) of leave without pay in any calendar year.

Ten days equates to 75 hours for an employee working 37.5 hours per week, and 80 hours for an employee working 40 hours per week.

### **15.16 – Court Leave**

An employee who is called to serve as a juror shall be entitled to court leave.

The Fire Chief may place an employee on temporary assignment for the length of the court leave period.

An employee who is placed on authorized court leave shall give the Employer all monies received from the court as compensation for services and the employee shall be paid at the employee's regular rate of pay while on court leave. The employee will be paid court leave on the employee's regularly scheduled workdays for the time the employee's presence is required by the court or the length of the shift, whichever is less. Employees are expected to return to shift after court service is completed for the day unless the employee has been placed on a temporary assignment schedule.

Court leave shall be supported by written documents such as the subpoena or the Court Clerk's Statement of Attendance.

#### **15.17 – Military and Emergency Service Leave**

A permanent or probationary employee shall be entitled to serve on active duty in the United States uniformed services and is entitled to the reemployment benefits granted under the Uniformed Services Employment Reemployment Rights Act (USERRA).

An employee who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay for that time during which he or she is ordered to training duty, as distinguished from active duty, or for field exercises, for instruction with troops or when under direct military control for search and rescue missions..

An employee who is a member of an auxiliary or rescue component of the United States armed forces or a federal, state, or local emergency services organization may be granted emergency service leave with pay for the performance of fire suppression, search, rescue or similar emergency missions under direct military, federal, state or CBJ control.

Due to the minimum staffing requirements, prior arrangements must be made in accordance with the Department's leave scheduling policy.

In any calendar year, the total amount of paid military and emergency service leave for an employee may not exceed 184.8 hours for employees with a 24/48 hour duty schedule; or 123.8 hours for employees with a 37.5 hour workweek; or 132.0 hours for employees with a 40 hour workweek.

#### **15.18 – Personal Leave on Separation**

An employee who is separated from employment shall receive within thirty days of separation leave in the form of a lump sum payment for the number of hours of accrued personal leave credited to the employee at the time of separation.

An employee who separates from employment while in a temporary assignment to a different work schedule shall have all accrued personal leave cashed out at the rate of pay assigned to the employee's regular work schedule.

If a separated employee is reemployed prior to the expiration of the number of working hours paid as leave on separation, that employee shall refund an amount equal to the compensation covering the period between the date of re-employment and the expiration of said leave. The leave represented by such refund shall be re-credited to the employee.

#### **15.19 – Parent-Teacher Conference Leave**

A parent or guardian of a student enrolled in a school or a licensed day care facility within the City and Borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same employee for conference regarding the same child. An employee must get written approval in advance for parent-teacher conference leave. A supervisor may grant parent-teacher conference leave only if that leave can be accommodated without imposing added costs, inefficiencies in the work place, or reduce staffing below minimum levels. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

#### **15.20 – Personal Leave Cash In**

A An employee may cash in personal leave if the following requirements are met:

- 1) the employee's leave balance after the cash-in is not less than 21 days;
- 2) the leave cash-in does not exceed the equivalent of 15 work days per calendar year;
- and
- 3) the leave cash-in request is for a minimum of 5 days.

B 21 days is equal to:

- 1) 157.5 hours for an employee assigned to a 37.5 hour work week
- 2) 168 hours for an employee assigned to a 40 hour work week
- 3) 236 hours for an employee assigned to a 24/48 hour duty cycle

C 15 days is equal to:

- 1) 112.5 hours for an employee assigned to a 37.5 hour work week
- 2) 120 hours for an employee assigned to a 40 hour work week
- 3) 168 hours for an employee assigned to a 24/48 hour duty cycle



D Administration.

- 1 Application for personal leave cash-in shall be made in writing to the Payroll Supervisor.
2. Leave cash-in will be included in the employee's regular payroll check.
3. A request for leave cash-in must be received no later than the last Friday of the pay period if the leave cash in is to be included in the paycheck for that pay period.
- 4 The equivalencies established in subsection A shall be proportionately reduced for an employee assigned to work less than a full time schedule.
- 5 The personal leave cash-in does not count toward minimum leave use requirements.

E An employee may cash in personal leave as necessary and without regard to the limitations in subsection A in order to purchase health insurance through the employer while on leave without pay.

**15.21 – Leave While on Temporary Assignment**

Employees who take leave while on a temporary assignment to a different work schedule will have their leave calculated as if they were working their normal schedule based on the following ratios:

- A. An employee who normally works a 56-hour per week schedule, and who is temporarily assigned to a 37.5 hour work week, will have their leave calculated by multiplying the number of hours of leave taken by 1.5.
- B. An employee who normally works a 37.5-hour per week schedule, who is temporarily assigned to a 56-hour per week schedule, will have their leave calculated by multiplying the number of hours of leave taken by .67.

**15.22 – Seasonal Leave**

- A. A seasonal employee will receive the cash value of his or her personal leave at the end of the season and be placed in leave without pay status until the work season resumes.
- B. A seasonal employee may retrain a leave balance not to exceed 42 hours if the employee so requests prior to the end of the work season.

## ARTICLE 16

### HEALTH BENEFITS AND EMPLOYEE WELLNESS

The parties agree that it is of mutual benefit to have employees who are physically fit and able to safely perform the essential duties required for their positions.

#### 16.1 - Employer Contribution

##### A. Tiered Health Care Program

Beginning January 1, 2004, the employer began providing a tiered benefits program for the provision of health insurance. Eligible employees pay, by payroll deduction, any difference between the Employer's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program.

##### B. Employer Contribution Amounts

(1) Effective July 1, 2016, the employer's contribution rate shall be \$1260.00 per month per full-time, eligible employee.

(2) Effective July 1, 2017, the employer's contribution rate shall be up to \$1260.00 per month per full-time, eligible employee.

(3) Changes to the employer's contribution rate for FY 2019 shall be subject to the economic reopener outlined in Article 25.

##### C. Healthy Reward Premium Offset

Employees who meet the criteria for the Healthy Rewards program will receive up to an additional \$50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a plan year basis and the premium reduction will be effective the next plan year. For example, participation in plan year 2015-2016 would result in a premium reduction for plan year 2016-2017.

#### 16.2 – Benefit Levels

A. The eligibility of the employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the three-tiered insurance benefit plan written and maintained by the City and Borough for that purpose.

B. The Employer shall provide written notice to the Union of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.

### **16.3 – Termination of Benefits**

- A. When an employee goes into Leave Without Pay or leaves employment due to termination, resignation or lay off, health insurance coverage ends at 12:01 a.m. on the day following the last day of pay status.
- B. When an employee is on Leave Without Pay while on Family/Medical leave, the provisions of the Family/Medical Leave policy apply and the employee pays the contribution amount the same as if they were working.

### **16.4 - Cost Containment**

The Union states and affirms that they will continue to work with the Employer to effectively contain health benefit costs through encouraging proper utilization of the program and continued support of the Wellness Program.

### **16.5 - Health Committee**

The parties will participate in a Health Committee, which will be made up of, representatives who are representative of those who participate in the health insurance plan. The union shall have one member on the committee. The Committee will meet at least quarterly to review progress of cost containment efforts, review the administrative company's performance and offer suggestions regarding other options concerning employee health insurance. The Committee will develop checks and balances on plan adjustments to guarantee that the relative cost and value of the tiers are maintained. This Committee may also develop, implement and evaluate Wellness Program activities and services and review the effectiveness of the Employee Assistance Program. The Health Committee will review the health benefit costs at its quarterly meetings and make recommendations to the parties that address increased costs.

### **16.6 - Wellness Program**

The employer shall pay not less than \$12.80 per full time employee per month to fund the "Health Yourself" Wellness Program.

## **ARTICLE 17**

### **RETIREMENT**

The Employer will not seek to modify the existing Public Employees Retirement System Participation Agreement between the Employer and the State of Alaska in any manner which removes employees represented by IAFF, Local 4303, from the Public Employees Retirement System.

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE**

#### **18.1 - Exclusive Remedy**

This procedure shall be the sole and exclusive means of settling disputes and disagreements between the parties.

#### **18.2 - Grievance Defined**

A "grievance" shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the Employer and the Union.

This procedure shall not be available to probationary employees in any case involving demotion, suspension or dismissal.

A letter of reprimand is not subject to the grievance procedures under this Article. However, an employee may submit a rebuttal memorandum to a letter of reprimand, which shall be attached to it when it is placed in the employee's personnel file. Upon written request to the Fire Chief or his or her designee, Letters of Reprimand may be purged from an employee's file 2 years after the date of the discipline provided no further instances of similar misconduct occur. Should the request to purge the letter be denied, the Fire Chief or designee shall provide an explanation in writing.

#### **18.3 - Procedural Steps**

All grievances shall be processed on the grievance forms provided by the Employer. A grievance form is attached to this contract as "Appendix E."

Grievances arising over the suspension, demotion or dismissal of a bargaining unit member shall be filed directly at Step 2 and must be filed within 14 days of the disciplinary action.

Class action grievances shall be defined as grievances affecting more than one bargaining unit member. Class action grievances shall be filed directly at Step 2.

Grievances brought by the Employer shall be filed upon the Union with the Union Representative, of whose identity the Union will keep the Employer apprised on a periodic basis.

Should the Employer not comply with the time limits specified in this Article, the grievant may immediately refer the grievance to the next higher step. Failure of the grievant to comply with the time limits will result in the waiver of the grievance.

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The parties shall first attempt to resolve their disputes informally. If this method is unsuccessful, the following steps shall be followed in processing grievances:

**Step 1** - A grievance shall be initiated by the grievant submitting the grievance on the grievance form to the grievant's first level of supervision outside the bargaining unit within 30 days of the act which gives rise to the grievance. The supervisor shall discuss the grievance with the grievant and provide a written response within 7 days.

**Step 2** – If resolution is not reached at Step 1, the Union may submit the grievance to the Fire Chief within 7 days of the supervisor's response or the date the response was due, whichever is earlier. Within 7 days the Fire Chief shall meet with the grievant and his/her union representative to discuss the grievance and shall provide a written response within 7 days of the meeting.

**Step 3** – If resolution is not reached at Step 2, the Union may submit the grievance to the City Manager within 7 days of the Fire Chief's response or the date the response was due, whichever is earlier. The parties may meet if both parties believe it would be mutually beneficial. Within 14 days of filing Step 3 grievance, the City Manager shall provide a written response.

**Step 4** – If resolution is not reached at Step 3, the Union may submit the grievance to arbitration in the following manner: Within 21 days of receipt of the City Manager's response at Step 3 or the date the response was due, whichever is earlier, the Union shall deliver to the City Manager a written demand for arbitration. Within 7 days, the Union and the Human Resources Director shall meet in an effort to select an arbitrator. If an arbitrator has not been agreed upon within 7 days thereafter, the parties shall jointly contact the U.S. Federal Mediation and Conciliation Service (USFMCS) or the American Arbitration Association (AAA) to request the names of eleven qualified arbitrators. The parties shall then proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator. The arbitration shall commence at a location within the City and Borough of Juneau at a time selected by the arbitrator and agreed upon by the parties.

The arbitrator will hear only matters regarding the application or interpretation of a specific article of this Agreement or a claim that an article or articles have been violated. The arbitrator shall have the power to return a grievant to employee status with or without the restoration of back pay or mitigate the penalty as equity suggests under the facts. The arbitrator shall have no authority to rule contrary to, expand upon, or eliminate any of the terms of this Agreement nor to award damages which are punitive in nature. Within 30 days of the completion of the hearing, the arbitrator shall provide the parties with written findings of fact and conclusions of law, if any, and the complete rationale for any award. The decision of the arbitrator shall be final and binding upon the parties.

Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his/her fees and expenses to the losing party, i.e., either to the Union or to the Employer, and if there is no losing party, the fees and expenses shall be born equally between the parties.

#### **18.4 – Days Defined**

“Days” is defined as calendar days.

#### **18.5 – Extension of Time**

The time limits herein stated may be extended by written agreement between the parties.

### **ARTICLE 19**

#### **PERSONNEL RULES**

##### **19.1 – Continuation**

Those Personnel Rules within the scope of bargainable issues that are not replaced by this Agreement and that were in effect on the date this Agreement was signed shall continue in full force and effect for the duration of this Agreement and shall apply to this Agreement. See 19.2 of this Article and Appendix D to this Agreement.

##### **19.2 – Application of Personnel Rules**

A chart summarizing the applicability of the Personnel Rules to this Agreement is attached to this Agreement as Appendix D and incorporated herein by this reference.

##### **19.3 – Letter of Agreement**

This article does not preclude the parties from executing a “Letter of Agreement” to incorporate any changes, amendments or deletions to those Personnel Rules within the scope of bargainable issues when such changes, amendments or deletions occur after the signing of this Agreement.

### **ARTICLE 20**

#### **PROMOTIONS, SPECIAL TEAM APPOINTMENTS & VOLUNTARY DEMOTIONS**

##### **20.1 – Promotional Testing**

For the purposes of establishing a promotional list for positions in the bargaining unit, the employer agrees to conduct a testing process, at a minimum of, every two years. The date of

the test will be announced at least thirty (30) days in advance if study materials have remained unchanged since the last promotional testing. If the study materials have changed, the date of the test will be announced at least 90 days in advance. In addition, the employer agrees to include in the posting the weights of the scoring for each category of testing. The number of years of experience as a firefighter, and the number of years of experience working for CCFR shall be considered in the overall score.

The Employer will initially post the promotional testing opportunity for applicants who are permanent full time CCFR employees. After the promotional testing process is concluded, if there are no internal applicants who passed the promotional testing process, the job posting may be re-posted to include applicants outside of the CCFR.

## **20.2 – Special Teams Appointment**

When a vacancy occurs on a special team, the Employer agrees to post such a vacancy with the following: desirable qualifications, application deadline, interview date, and appointment announcement date. The employer will provide a job description for each special team assignment, to include what is required to remain “active” on the team. Special team assignments include, but are not limited to: Rope Rescue, Water Rescue, Hazmat, and Medevac.

An employee who joins a special team must remain active on that team for a minimum period of 24 months. Special team members who resign from a team must present a signed and dated letter of resignation to the Fire Chief. The Fire Chief may waive notice and service requirements for circumstances outside of the employee’s control.

Employees serving on a special team assignment on the effective date of this contract shall not be held to the 24 month minimum period of service.

## **20.3 – Voluntary Demotions**

A bargaining unit member who promotes to the position of Captain may, at his or her discretion, demote back to his or her previous classification. Such demotion shall be considered voluntary, and the provisions of 10 PR 055 shall apply.

A bargaining unit member who promotes to Captain and does not satisfactorily complete his or her probationary period, shall be demoted back to the job classification he or she held prior to the promotion. Such demotion shall be considered involuntary and the provisions of 10 PR 050 shall apply.

A bargaining unit member who is not a Captain may request a demotion through the provisions of 10 PR 055.

Employees may resign voluntarily from special teams and will only forfeit professional pay associated with the assignment if applicable.

## **ARTICLE 21**

### **BARGAINING UNIT SENIORITY**

#### **21.1 – Bargaining Unit Seniority**

**A)** The employee shall begin accumulating bargaining unit seniority the day they become a dues-paying member. It will be the responsibility of the bargaining unit, with assistance from administrative staff and the Human Resources department, to maintain the current seniority list, as agreed upon by this contract.

- 1) Year-round permanent employees who are members of the bargaining unit shall accumulate seniority continuously so long as they do not enter into a period of leave or layoff greater than 2 years.
- 2) Seasonal employees who are members of the bargaining unit shall only accumulate seniority during their regularly scheduled seasonal work months.
- 3) Long-term temporary employees shall accumulate bargaining unit seniority only for regularly scheduled hours worked in which they are dues-paying members.

**B)** In the event that two or more employees have the same seniority start date, their seniority will be determined by their ranking based on final scores from the testing process. Should a tie exist between a seasonal employee and any employee in permanent status, seniority will be granted to the permanent member. Should a tie exist between a permanent seasonal employee and a long-term temporary employee, seniority will be granted to the permanent seasonal member.

#### **21.2 – Impact of Seniority**

Bargaining unit seniority has no impact except as provided in this Agreement.

#### **21.3 – Termination of Seniority**

**A)** Seniority shall be terminated upon:

- 1) resignation;
- 2) layoff for a period of two (2) years or more;



- 3) failure of the Member to report for duty within thirty (30) days after notification of a recall from layoff;
- 4) abandonment of position (failure to report within three (3) days of scheduled duty); or
- 5) dismissal.

**B) Seniority shall not be interrupted by:**

- 1) periods of leave or layoff for a period of less than two (2) years;
- 2) absence due to an on-the-job injury;
- 3) active military duty when recall for such duty is beyond the control of the Member; or
- 4) retirement disability up to three (3) years.

**21.4 – Retention of Seniority**

An employee promoted or assigned to a position outside those job classifications represented by the IAFF Local 4303 who remains within the Fire Department is entitled to a one-year period of absence from the bargaining unit without loss of seniority. Bargaining unit seniority is frozen at a level attained upon departure from the unit position and does not accrue during the promoted or reassigned employee's one (1) year period of absence.

**21.5 – Application of Seniority**

- A) It is recognized that the Employer has the sole and exclusive right to determine hours of work, develop work schedules and assign employees to work schedules.
- C) Bargaining unit seniority shall be principally applied in annual leave selection procedures and assignment of overtime.
- D) The employer shall endeavor to ascertain employee preferences when making station assignments. Should the employer determine that more than one employee could be assigned at either station, the employer affirms that they will give consideration to bargaining unit seniority in applying the employee's stated station preference.

**ARTICLE 22**

**PRINTING OF AGREEMENT**

The parties agree that an Employer representative and a Union representative will meet and agree on the format, size and specifications of the Agreement to be printed. The Employer shall be responsible for arranging for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost required for printing that number of copies.

**ARTICLE 23**

**SUBORDINATION AND SAVING OF AGREEMENT**

**23.1 – Subordination**

The Employer and the Union mutually agree that this Agreement shall in all aspects comply with and be subordinate to federal laws, state laws and ordinances of the City and Borough of Juneau.

**23.2 – Savings**

If an Article or part of an Article should be found by a court of competent jurisdiction or by mutual agreement between the Employer and the Union to be in violation of any federal law, state law or City and Borough of Juneau ordinance, the remaining Articles and provisions of this Agreement remain in full force and effect.

**23.3 – Replacement**

The parties shall meet immediately for the purpose of negotiating a satisfactory replacement for any provision of this Agreement found in violation of law.

**ARTICLE 24**

**CONCLUSION OF BARGAINING**

This Agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained on all subjects not removed by law and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements,

written and oral understanding; and, concludes all collective bargaining for the duration of this Agreement.

Prior to enacting any change in the terms and conditions of employment as established by a specific provision of this Agreement the Employer shall obtain the approval of the Union in the form of a Letter of Agreement.

## **ARTICLE 25**

### **DURATION OF AGREEMENT**

#### **25.1 – Effective Dates**

Except as specifically provided otherwise, this Agreement becomes effective on the date of signing.

This Agreement shall remain in effect through June 30, 2019

Either party may request to reopen the provisions of Articles 13 (Pay Rates and Pay Days), 15 (Leave) or 16 (Health Benefits and Employee Wellness) for the purposes of an economic reopener for FY 2019. Notice of the intent to open must be made to the other party by November 15, 2017.

#### **25.2 – Renewal**

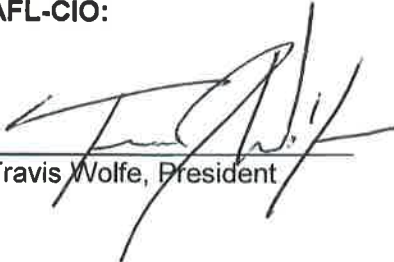
Either party may give written notice on September 15, 2018 or anytime thereafter, of its decision to negotiate a successor agreement.

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This Agreement is executed on this day 18<sup>th</sup> of September, 2017 by the duly authorized agents and representatives of the parties hereto, at Juneau, Alaska.

**INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 4303,  
AFL-CIO:**

  
Travis Wolfe, President

IAFF Negotiation Team:

  
Trevor Richards  
Chief Spokesperson

**THE CITY AND BOROUGH  
OF JUNEAU, ALASKA:**

  
Duncan Rorie Watt  
City Manager


CBJ Negotiation Team:

  
Dallas Hargrave  
Chief Spokesperson

  
Rich Etheridge  
Fire Chief

  
Chad Cameron  
Assistant Fire Chief

  
Dan Jager  
Fire Marshal

  
Shannon Ely  
Note Taker

**Appendix “A”**

**44.10.130 RESERVATION OF MANAGEMENT RIGHTS.**

(a) The following management functions and responsibilities are reserved to the City and Borough government, and the exercise of such functions and responsibilities may not be the subject of any negotiations under this chapter:

- (1) Management of the City and Borough;
- (2) Direction of the City and Borough work force;
- (3) Determination of the structure and mission of the constituent departments, divisions, agencies, offices and boards of the City and Borough;
- (4) Determination of the standards and levels of service to be offered to the public;
- (5) Exercise of control and direction over City and Borough operations;
- (6) Taking of disciplinary action for proper cause;
- (7) Termination of employees for lack of work or other legitimate reasons;
- (8) Consistent with the merit system, determination of the method, means and personnel by which the City and Borough's operations are to be conducted, including, the rights to:
  - (A) Recruit, examine, select, promote, transfer and train employees of its choosing and to determine its own methods of such actions;
  - (B) Assign and direct work, develop and modify class specifications, as well as assignment of salary range for each classification, and allocate positions to these classifications. Determine methods, materials and tools to accomplish the work. Designate duty stations and assign employees those duty stations;
  - (C) Reduce work force due to lack of work, funding or other causes consistent with efficient management;
  - (D) Establish reasonable work rules, assign hours of work, and assign employees to shifts of its designation;
- (9) To develop and administer an affirmative action program;

(10) All other management functions and responsibilities traditionally exercised within the prerogative of the chief executive officer, chief administrative officer or legislative body of a municipality.

(b) It is the purpose of this section to reserve to management, and to exclude from the bargaining process, those decisions which permit the City and Borough to maintain the efficient delivery of uninterrupted service to the community and to take necessary actions to carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on the above matters have on wages, hours and other terms and conditions of employment.

(Serial No. 73-40, § 3, 1974)

IAFF – CBJ Collective Bargaining Agreement  
July 1, 2016 – June 30, 2019

**Appendix “B”**

**Pay Schedules**

<b>IAFF/CBJ Collective Bargaining Agreement</b>										
<b>56 hour pay schedule</b>										
<b>July 13, 2015- no end date</b>										
Hours Per year	2920									
Bi-weekly Pay periods	26									
Bi-weekly pay - actual pay is averaged based on 2,920 hours per year over 26.0714 pay periods										
Range	A 1	B 2	C 3	D 4	E 5	F 6	J 7	K 8	L 9	M 10
<b>726 - FF EMT I</b>										
Hourly rate	16.53	17.00	17.71	18.65	19.84	21.25	21.49	21.72	21.96	22.67
Yearly Rate (2920)	48,266.61	49,645.65	51,714.22	54,472.31	57,919.93	62,057.07	62,746.59	63,436.11	64,125.64	66,194.20
Bi-Weekly Base Pay	1,851.32	1,904.22	1,983.56	2,089.35	2,221.59	2,380.27	2,406.72	2,433.17	2,459.62	2,538.96
OT Rate	24.79	25.50	26.57	27.98	29.75	31.88	32.23	32.59	32.94	34.00
<b>727 FF EMT II</b>										
Hourly rate	18.89	19.36	20.07	21.02	22.20	23.61	23.85	24.09	24.32	25.03
Yearly Rate (2920)	55,161.84	56,540.88	58,609.45	61,367.54	64,815.16	68,952.30	69,641.82	70,331.34	71,020.86	73,089.43
Bi-Weekly Base Pay	2,115.80	2,168.69	2,248.04	2,353.83	2,486.06	2,644.75	2,671.20	2,697.64	2,724.09	2,803.43
OT Rate	28.34	29.04	30.11	31.52	33.30	35.42	35.77	36.13	36.48	37.55
<b>728 EMT III</b>										
Hourly rate	19.84	20.31	21.02	21.96	23.14	24.56	24.79	25.03	25.27	25.98
Yearly Rate (2920)	57,919.93	59,298.97	61,367.54	64,125.64	67,573.25	71,710.39	72,399.91	73,089.43	73,778.96	75,847.53
Bi-Weekly Base Pay	2,221.59	2,274.48	2,353.83	2,459.62	2,591.85	2,750.54	2,776.99	2,803.43	2,829.88	2,909.22
OT Rate	29.75	30.46	31.52	32.94	34.71	36.84	37.19	37.55	37.90	38.96
<b>729 MICP/Engineer</b>										
Hourly rate	21.25	21.72	22.43	23.38	24.56	25.98	26.21	26.45	26.68	27.39
Yearly Rate (2920)	62,057.07	63,436.11	65,504.68	68,262.77	71,710.39	75,847.53	76,537.05	77,226.57	77,916.09	79,984.66
Bi-Weekly Base Pay	2,380.27	2,433.17	2,512.51	2,618.30	2,750.54	2,909.22	2,935.67	2,962.12	2,988.57	3,067.91
OT Rate	31.88	32.59	33.65	35.07	36.84	38.96	39.32	39.67	40.03	41.09
<b>730 - Captain</b>										
Hourly rate	22.29	22.85	23.68	24.80	26.19	27.86	28.14	28.42	28.70	29.54
Yearly Rate (2920)	65,090.97	66,718.24	69,159.15	72,413.70	76,481.89	81,363.71	82,177.35	82,990.98	83,804.62	86,245.53
Bi-Weekly Base Pay	2,496.64	2,559.06	2,652.68	2,777.51	2,933.56	3,120.80	3,152.01	3,183.22	3,214.43	3,308.05
OT Rate	33.44	34.27	35.53	37.20	39.29	41.80	42.21	42.63	43.05	44.30

IAFF – CBJ Collective Bargaining Agreement  
July 1, 2016 – June 30, 2019

IAFF/CBJ Collective Bargaining Agreement										
40 hour pay schedule										
July 13, 2015- no end date										
The hourly rate for EMT I, II, III, Paramedic and Captain is the same as the overtime rate on the 56 hour pay schedule.										
Range	A 1	B 2	C 3	D 4	E 5	F 6	J 7	K 8	L 9	M 10
<b>726 - FF EMT I</b>										
Hourly rate (37.5 - 40.0)	24.79	25.50	26.57	27.98	29.75	31.88	32.23	32.59	32.94	34.00
OT Rate in excess of 40 hrs	37.19	38.25	39.85	41.97	44.63	47.82	48.35	48.88	49.41	51.01
<b>727 FF EMT II</b>										
Hourly rate (37.5 - 40.0)	28.34	29.04	30.11	31.52	33.30	35.42	35.77	36.13	36.48	37.55
OT Rate in excess of 40 hrs	42.50	43.57	45.16	47.29	49.94	53.13	53.66	54.19	54.72	56.32
<b>728 FF EMT III</b>										
Hourly rate (37.5 - 40.0)	29.75	30.46	31.52	32.94	34.71	36.84	37.19	37.55	37.90	38.96
OT Rate in excess of 40 hrs	44.63	45.69	47.29	49.41	52.07	55.26	55.79	56.32	56.85	58.44
<b>729 MICP/Engineer</b>										
Hourly rate (37.5 - 40.0)	31.88	32.59	33.65	35.07	36.84	38.96	39.32	39.67	40.03	41.09
OT Rate in excess of 40 hrs	47.82	48.88	50.47	52.60	55.26	58.44	58.98	59.51	60.04	61.63
<b>730 - Captain</b>										
Hourly rate (37.5 - 40.0)	33.44	34.27	35.53	37.20	39.29	41.80	42.21	42.63	43.05	44.30
OT Rate in excess of 40 hrs	50.16	51.41	53.29	55.80	58.93	62.69	63.32	63.95	64.58	66.46
<b>717 Mechanic</b>										
Hourly rate (37.5 - 40.0)	29.07	30.03	31.02	32.05	33.10	34.19	34.94	35.71	36.51	37.30
OT Rate in excess of 40 hrs	43.61	45.04	46.53	48.07	49.65	51.28	52.42	53.57	54.76	55.94
<b>719 - Trng Off</b>										
Hourly Equivalent	34.28	35.40	36.59	37.79	39.06	40.34	41.24	42.15	43.08	44.03
Salary Scale "A"	2,571.16	2,655.03	2,744.33	2,834.41	2,929.15	3,025.44	3,093.00	3,161.34	3,231.23	3,301.90
Salary Scale "B"	2,742.57	2,832.03	2,927.29	3,023.37	3,124.43	3,227.14	3,299.20	3,372.10	3,446.64	3,522.02



**Appendix “C”**

**ADMINISTRATIVE POLICY 13-01**

**FAMILY/MEDICAL LEAVE**

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**1. POLICY ISSUANCE**

This policy revises Administrative Policy No. 08-03R, Family/Medical Leave. Revisions are found in section 2. Policy, under Military Family Leave – Qualifying Reasons; Section 4. Definitions; Section 5 – Eligibility, Duration, and Notice, and under Section 6 – Certification – Proof of Need. All revisions made are for the sole purpose of complying with the 2013 changes to the federal act regarding Military Care Giver Leave.

**2. POLICY**

- The Family/Medical Leave Policy makes available to eligible employees up to 18 weeks of unpaid leave in a 12-month period for the following reasons:
  - For the birth of the employee’s child or for placement of a child with the employee through adoption or foster care;
  - When the employee is needed to care for the employee’s child, spouse, or parent who has a serious health condition;
  - When the employee is unable to perform the functions of his or her job due to a serious health condition.
  
- Military Family Leave – Qualifying Reasons:
  - Exigency Leave - Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of an eligible employee who is a member of the Regular Armed Forces, National Guard or Reserves that has been notified of an impending call to covered active duty status. The deployment must be foreign or overseas. The employee is entitled to up to 12 weeks of leave during a 12-month period.
  
  - Military Caregiver Leave - Care of a covered service member who is undergoing treatment, recuperation, or therapy for an injury sustained in the

line of duty; this includes current members of the Armed Forces and honorably discharged veterans. The eligible employee is the spouse, son, daughter, parent, or next of kin of the veteran. The employee is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

Family/Medical Leave benefits commence on the date the requested leave is to occur or when the CBJ is notified that the purpose of leave was for a Family/Medical Leave qualifying event. If an employee is out on leave and later communicates that the purpose of the leave qualifies for Family/Medical Leave, or it is determined by the CBJ that the leave was for a Family/Medical Leave qualifying event, the leave will be retroactively applied as Family/Medical Leave as authorized by 29 CFR Part 825.208(d) of the federal regulations implementing the Family Medical Leave Act of 1993.

### **3. PURPOSE**

The Alaska Family Leave Act, AS 39.20.500--39.20.550, and the federal Family and Medical Leave Act of 1993 (Public Law 103-3; 29 U.S.C. Chapter 28) entitle employees to unpaid leaves of absence from work for childbirth or adoption of a child, and for purposes necessitated by a serious health condition which renders the employee unable to perform job duties, or to care for a close relative with a serious health condition.

Section 585 of the National Defense Authorization Act for FY 2008 (NDAA) (Public Law 110-181) amended the FMLA to provide eligible employees unpaid leaves of absence from work for “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation, and to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.

The purpose of these laws is to help balance the demands of the workplace with the needs of employees and their families, to promote stability and economic security of the family unit, and to promote the public interest in preserving family integrity. This policy complies with the requirements of both the state and federal law and provides a more generous benefit to CBJ employees. The terms used in this policy have the meanings as defined in the state and federal Acts.

### **4. DEFINITIONS**

**Covered Active Duty or Call to Active Duty Status (Exigency Leave):** A federal call or order to active duty in support of a contingency operation. Such active duty or call/order to active duty is only made to members of the Regular Armed Forces, National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.

**Child:** The biological, adoptive, or foster son or daughter, a stepchild, or a legal ward of the employee or a child of a person standing in loco parentis who is under the age of 18 years, or is 18 years or older yet lacks the capability of self-care because of a mental or physical disability.

**Parent:** A biological parent or an individual who stands or stood *in loco parentis* (in place of a parent) to the employee when the employee was a child.

**Spouse:** A person with whom the employee lives in a relationship intended to be permanent, evidence of which can be established through legal documentation, including but not limited to: a marriage license; joint ownership of land; joint banking accounts; joint credit card accounts; durable health care or property powers of attorney; primary beneficiaries of each other's life insurance policies.

**Next of Kin (National Defense Authorization Act):** A spouse, son, daughter, parent, or nearest blood relative of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.

**Health care provider:** A doctor of medicine who is authorized to practice medicine or surgery by the state where they practice. The definition also includes: podiatrists, dentists, clinical psychologists, psychiatrists, optometrists, chiropractors (related to spinal manipulation), nurse practitioners, nurse mid-wives, clinical social workers, and Christian Science practitioners. These professionals must be performing within the scope of their practice as defined under state law.

**Covered Service Member (Military Caregiver Leave):** A covered service member is either:

- A current member of the Regular Armed Forces, National Guard or Reserve who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, for a serious injury or illness incurred in the line of duty on active duty, and is receiving medical treatment or oversight by a Department of Defense or Veterans Affairs health care provider or by a Department of Defense TRICARE network or non-network authorized private health care provider

- or an Honorably Discharged Veteran, including those on the temporary disability retired list, but not including former members or members on the permanent disability retired list, as long as the veteran was a member of the Regular Armed Forces, National Guard, or Reserves within five years of requiring care (the time period between October 28, 2009 and March 8, 2013 is not counted against the 5 year period for veterans discharged prior to March 8, 2013).

**Serious health condition:** An illness, injury, impairment, or physical or mental condition that involves one or more of the following:

**Hospital care:** Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or as a result of such inpatient care.

**Absence plus treatment:** A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves: (a) treatment two or more times by a health care provider, by a nurse or physician's assistant under the direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider within thirty days of the beginning of the period of incapacity; or (b) treatment by a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider. The first visit to a healthcare provider must occur within seven days of the first day of incapacity.

**Pregnancy:** Any period of incapacity due to pregnancy or for prenatal care.

**Chronic conditions requiring treatment:** A chronic condition which (a) requires at least two visits per year for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

**Permanent/long term conditions requiring supervision:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a

health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

**Multiple treatments (Non-chronic conditions):** Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

**Qualifying Exigency:** (National Defense Authorization Act): Any period of non-medical absence that is directly related to the covered military member's active duty or call to active duty status. The seven categories of qualifying exigencies are:

- Short notice deployment – Leave is permitted for up to seven days if the military member receives seven or less days' notice of a call to active duty. This seven day short term leave does not count against the 12-week allotted leave.
- Military events and related activities.
- Temporary childcare arrangement – Leave will not be permitted for ongoing childcare.
- Financial and legal arrangements.
- Counseling by a non-medical counselor – examples would include a member of the clergy, etc.
- Rest and recuperation – Leave is permitted for up to fifteen days when the military member is on temporary rest and recuperation leave. Leave may be taken intermittently.
- Post-deployment activities.
- Parental Care—Leave is permitted to care for the parent of a military member when parent is incapable of self-care. Care must be emergent and cannot be used for long-term care.

**Week:** As used in this policy, week refers to the calendar week, irrespective of the employee's particular workweek.

5. **ELIGIBILITY, DURATION AND NOTICE**

A. **Eligibility:** All employee requests for leave due to a family/medical leave qualifying reason are contingent upon a determination by the CBJ that the employee is eligible for family/medical leave. This includes a determination of eligibility and may include a requirement for medical certification. The CBJ may also require and pay for a second or third medical opinion, as allowed by federal regulations, before approving the leave.

Employees who give unequivocal notice that they do not intend to return to work lose their entitlement to family/medical leave.

1. **Permanent employees:** An employee is eligible to take family/medical leave if the employee is employed by the CBJ for at least 35 hours per week for six consecutive months or for at least 17.5 hours per week for at least 12 months, immediately preceding the leave.
2. **Temporary employees:** A temporary employee is eligible to take family/medical leave if the employee has worked 1250 hours in the previous 12 months immediately preceding the leave.
3. **Not based on gender:** Eligibility for family/medical leave is not gender based; family/medical leave is available to both male and female employees.
4. **Coordination with USSERA:** Time in the military service covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) will count towards fulfilling the length of employment and hours of work requirements to be eligible for family/medical leave.

**B. Duration:**

1. **Birth or placement of a child:** For birth of the employee's child or for placement of a child with the employee for adoption or foster care, an eligible employee is entitled to a total of 18 weeks of leave within a 12-month period, however the employee's eligibility to take leave for this reason expires 12 months after the birth or placement of the child.
2. **Employee's serious health condition:** For a serious health condition that renders the employee unable to perform the functions of the employee's position, an employee is entitled to a total of 18 weeks of leave within a 12-month period.
3. **Care for family member with serious health condition:** To care for the spouse, child, or parent of the employee, if such spouse, child or parent has a serious health condition, an eligible employee is entitled to a total of 18 weeks of leave within a 12-month period.
4. **"Qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status:** To arrange for child care, financial and legal preparation, see a service member off or welcome home; attend pre-deployment and reintegration briefings, and family support meetings to support a service member's tour of active duty or notification of impending call to duty, an eligible employee is entitled to take up to 12 weeks of leave within a 12-month period.
5. **Care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty:** Military Caregiver Leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26-weeks of all types of FMLA leave.

**C. Notice:**

1. **Required of employee to give to employer:** Where the need for family/medical leave is foreseeable based upon an expected birth or placement, or for a planned medical treatment, the employee should provide the department supervisor/director with at least 30 days notice in writing before the date the leave is to begin. However, if such notice is not possible then the employee shall provide such notice as is practicable.

2. **Decision of employer on eligibility to take family/medical leave:** Upon receiving notice either orally or in writing of an employee's intent to take family/medical leave, the supervisor must make a decision granting or denying the leave within five working days. Provisional permission to take family/medical leave can be granted, but may be later withdrawn if the employee is unable to provide the required certification or other proof of need in a timely manner.

6. **CERTIFICATION - PROOF OF NEED**

- A. **Certification of Health Care Provider required:** Employees requesting family/medical leave shall provide to the department director certification of the circumstances on which the request is being made, including the statement of a health care provider of the employee's pregnancy, the employee's spouse's pregnancy, or a serious health condition of the employee or the employee's spouse, child or parent. Health Care Provider Certification forms shall be provided by the CBJ. The CBJ may contact the Healthcare Provider to certify the Provider's authenticity and obtain clarification of any vague or unresponsive information. The CBJ may also make a determination without the submission of a Health Care Provider Certification form.
- B. **Proof of placement of child:** Documentation of placement or adoption proceedings is required where applicable.
- C. **Proof of fitness for duty:** Prior to returning to work, employees who have been on family/medical leave due to their own serious health condition may be required to present a certificate from the employee's health care provider indicating that the employee is able to resume work.
- D. **Proof of Military Duty:** Employees requesting family/medical leave for a "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation shall provide to the department director certification of the circumstances on which the request is being made, including notification by the armed services of the service member's call to active duty status for a foreign deployment.
- E. **Certification of Service Member injury required:** Employees requesting family/medical leave for the injury of a covered service member shall provide to the department director certification of the circumstances on which the request is being



made, including the statement of a health care provider of the serious health condition of the employee's spouse, child, parent, or next of kin. Health Care Provider Certification forms shall be provided by the CBJ. The employer may request a second (and third) opinion from a healthcare provider.

**7. MEASURING PERIOD**

A. **Eligibility Measuring Period:** The 12-month period during which an employee is eligible for family/medical leave shall be a rolling 12-month period measured backward from the date an employee begins family/medical leave. Every time an employee requests family/medical leave, their entitlement will be measured according to the amount of family/medical leave taken in the past 12 months.

B. **Block, intermittent, and reduced schedule leave:** Leave taken due to a serious health condition of the employee, for the employee to care for a qualified family member, or for "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, may be taken any of the following ways:

1. **Block:** A continuous leave of absence in which the entitlement is taken all at one time.
2. **Intermittent:** Leave of periods from an hour to several weeks. Examples of such leave include leave taken occasionally for medical appointments or leave taken several days at a time over a period of several months, for treatment sessions such as chemotherapy.
3. **Reduced schedule:** Leave that decreases an employee's usual number of working hours per week or per day.

Leave taken due to the birth, adoption or placement of a child will be taken in a block of time unless, in the department director's discretion, it is determined that permitting the employee to take the time off on an intermittent or reduced schedule basis would be in the best interests of the CBJ.

**8. COORDINATION WITH OTHER LEAVE**

Employees requesting family/medical leave shall first exhaust their accrued leave, banked medical leave, and holiday and compensatory time banks before utilizing leave without pay. However, an employee may retain up to the equivalent of one workweek's worth of personal leave on the books when entering into leave without pay. The number

of hours in the workweek will depend on the number of hours the employee normally works, e.g., 37.5, 40, 56, or 60. Employees who have exhausted their family/medical leave may request leave without pay under the CBJ Personnel Rules, or the MEBA, IAFF, or PSEA collective bargaining agreements, whichever is applicable.

Employees may request donated leave from other CBJ employees to help offset costs associated with leave without pay or employee health co-pay premiums. To exercise this option, employees must exhaust their accrued leave, banked medical leave, holiday, and compensatory time banks and waive their right to retain the equivalent of one workweek's worth of personal leave.

When an employee is on a workers' compensation leave because of an on-the-job injury or illness that also qualifies as a serious health condition under FMLA, the workers' compensation leave and family/medical leave will run concurrently.

**9. BENEFIT ENTITLEMENT**

Health insurance coverage for employees on family/medical leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the 18 weeks of family/medical leave.

The CBJ's obligation to maintain health benefits under family/medical leave stops if and when an employee informs the employer of the his/her intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted.

The CBJ may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from family/medical leave. An employee who returns to work from taking family/medical leave must work for at least 30 days before the employee's obligation to reimburse the CBJ for his/her health care coverage and life insurance is eliminated. The employee will not be liable for repayment if his/her failure to return to work results from:

- A. The continuous, recurrence, or onset of a serious health condition of the employee and/or family member; or
- B. Circumstances beyond the control of the employee.

Administrative Policy 05-02, Delegation of City Manager’s Authority to Decide Employee Benefit Issues and Appeals, provides the process by which an employee may appeal to the CBJ to be released from the reimbursement obligation.

**10. TEMPORARY CHANGES IN DUTY ASSIGNMENTS FOR PREGNANT EMPLOYEES**

A pregnant employee may request a temporary change in duty assignment or transfer. Requests shall be made to the department director.

**11. REPLACEMENT OF EMPLOYEE ON FAMILY/MEDICAL LEAVE**

An employee on family/medical leave may be replaced by a temporary or substitute employee depending on the needs of the agency and the duration of the family/medical leave. An employee shall resume the employee’s position upon completion of family/medical leave if the position has not been eliminated for budgetary reasons.

**12. GENERAL PROVISIONS**

- A. **Scope:** This policy applies to all agencies and employees of the City and Borough of Juneau, Alaska.
- B. **Authority to promulgate policy:** The City Manager of the City and Borough of Juneau, Alaska, maintains the authority granted by the CBJ Charter to order policy and the guidelines for implementation.
- C. **Effective date:** This policy will take effect as of the signing date.

Dated at Juneau, Alaska, this 12th day of **July 2013**.

Signature on file \_\_\_\_\_  
Kimberly A. Kiefer  
City and Borough Manager

**APPENDIX “D”**

**CHART ON APPLICABILITY OF PERSONNEL RULES**

The Personnel Rules referenced in this Chart are the Personnel Rules in effect on the date this Agreement was signed. The term “contract” as used in this Chart refers to the Agreement.

<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
Rule 1	Position Classification	Entire Rule applies +	Article 2.3 & 2.4
Rule 2	Recruitment	Entire Rule applies +	Article 20
Rule 3	Examination	Entire Rule applies	
Rule 4	Selection	Entire Rule applies	
Rule 5	Appointments	Entire Rules applies with the exception of 5PR015 (d), 5PR021 and 5 PR 045	
Rule 6	Probationary Periods	Entire Rule applies+	Article 13.3.5
Rule 7	Hours of Work & Holidays	Replaced by Agreement	Article 14
7 PR 005	Scheduling Hours of Work	Applies	
7 PR 010	Minimum Work Week	Replaced by Agreement	Article 11
7 PR 015	Normal Work Week	Replaced by Agreement	Article 11
7 PR 020	Normal Work Day	Replaced by Agreement	Article 11
7 PR 025	City and Borough Holidays	Replaced by Agreement	Article 14.1 & 14.2
7 PR 026	Eaglecrest Holidays	Does not apply	
7 PR 030	Alternate Leave (Holiday)	Replaced by Agreement	Article 14.3
Rule 8	Performance Evaluations	Entire Rule applies+	Article 7.4
Rule 9	Training		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Does Not Apply	
9 PR 020	Training Reimbursement	9 PR 020 (a)(1), (b) (1) are Replaced by Agreement, 9 PR 020 (b)(2)and (b)(3) apply. +	Article 12.1, 12.3. 12.4,

IAFF – CBJ Collective Bargaining Agreement  
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<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
9 PR 025	Training Reimbursement Schedule	Applies	
9 PR 030	Licenses and Certifications	Applies	Article 12. 3
Rule 10	Pay		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies +	Article 13.12
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Replaced by Agreement	Article 13.3
10 PR 045	Pay Range Increase	Applies	
10 PR 050	Involuntary Demotion	Applies	
10 PR 051	ADA Reassignment	Applies	
10 PR 055	Voluntary Demotion	Applies +	Article 20.3
10 PR 060	Transferred Employee	Applies	
10 PR 065	Change of Occupation	Applies	
10 PR 070	Appointment Effective Date	Applies	
10 PR 075	Merit Anniversary Date	Applies	
10 PR 080	Merit Increase	Only 10PR080(c) applies	Article 13.2, 13.3.5, 13.12
10 PR 085	Merit Increase not Earned	Applies	
10 PR 090	Step Reduction	Applies	
10 PR 095	Increased Responsibilities Differential	Replaced by Agreement	Article 13.6
10 PR 097	Temporary Supervision Pay	Replaced by Agreement +	Article 13.6
10 PR 098	Acting in a Higher Range Pay	Applies	Article 13.6
10 PR 100	Shift Differentials	Does not apply	
10 PR 105	Standby Pay	Replaced by Agreement	Article 13.7
10 PR 110	Call out	Replaced by Agreement	Article 13.4(E)(H)
10 PR 115	Sixth and Seventh Day	Does not apply	

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<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
10 PR 120	Overtime Defined	Replaced by Agreement	Article 13.4
10 PR 125	Overtime Rate	Replaced by Agreement	Article 13.4
10 PR 130	Overtime Payment	Replaced by Agreement	Article 13.5
10 PR 135	Maximum Compensatory Time	Replaced by Agreement	Article 13.5
10 PR 140	Compensatory Time Payment	Replaced by Agreement	Article 13.5
10 PR 145	Holiday Pay	Replaced by Agreement	Article 14
10 PR 150	Total Remuneration	Applies	
Rule 11	Leave	Replaced by Agreement	Article 15
Rule 12	Resignation, Non-disciplinary Separation and Voluntary Demotion	Entire Rule applies	
Rule 13	Disciplinary Actions	Entire Rule applies	
Rule 14	Reduction in Work Force	Entire Rule applies	
Rule 15	Grievance and Appeal Procedure	Replaced by Agreement	Article 18
Rule 16	Standards of Conduct	Entire Rule applies	
Rule 17	General Provisions		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 7
17 PR 015	Continuation of Health Insurance	Applies	
17 PR 020	Licensed Employees	Applies	
17 PR 025	Wearing of Uniforms	Replaced by Agreement	Article 10.2
Rule 18	Compensation and Reimbursements		
18 PR 005	Pay Schedules	Replaced by Agreement	Article 13.1 & Appendix B
18 PR 010	Daily Pay Rate for Salaried Employees	Applies	
18 PR 015	Shift Differentials	Does not apply	
18 PR 020	Standby Rate	Replaced by Agreement	Article 13.7

IAFF – CBJ Collective Bargaining Agreement  
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<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
18 PR 025	Increased Responsibilities Differential	Replaced by Agreement	Article 13.6
18 PR 026	Temporary Supervision Pay	Replaced by Agreement	Article 13.6
18 PR 027	Health Benefits and Employee Wellness	Replaced by Agreement	Article 16
18 PR 030	Uniforms	Replaced by Agreement	Article 10.1 & 10.3
18 PR 035	Tool Allowance	Replaced by Agreement	Article 10.4
18 PR 037	Repayment to Employer	Replaced by Agreement	Article 10.5
18 PR 040	Travel Reimbursement	Applies	
18 PR 045	Mileage and Vehicle Allowance	Applies	
18 PR 050	Awards	Applies	
18 PR 055	Reimbursement of Interview Travel Expenses	Applies	
18 PR 060	Relocation Expense	Applies	
Rule 19	Eaglecrest Ski Area Pay	Entire Rule does not apply	
Rule 20	Definitions	Entire Rule applies	

**Appendix “E”**

STEP \_\_\_\_\_

GRIEVANCE FORM  
IAFF/CBJ

- |                                     |  |
|-------------------------------------|--|
| 1. _____<br>Name of Employee        | 2. _____<br>Employee Number                          |
| 3. _____<br>Division/Shift          | 4. _____<br>Work phone Number                        |
| 5. _____<br>Supervisor's Name       | 6. _____<br>Work phone Number                        |
| 7. _____<br>Date Grievance Occurred | 8. _____<br>Date Grievance discussed with Supervisor |

9. Did this grievance involve a violation of the contract? \_\_\_\_\_ If so, list which article(s) and section (s): \_\_\_\_\_

\_\_\_\_\_

10. Give a brief description of the facts which give rise to this grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. What is the remedy sought? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. I attest that all facts contained herein are true and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature (Grievant or Representative)

\_\_\_\_\_  
Date



**Appendix “F”**  
Standard Operating Procedures

- E.220 Scheduled Annual Leave
  - E.310 Shift Trades
  - E.210 Overtime
- 

CAPITAL CITY FIRE / RESCUE  
STANDARD OPERATING PROCEDURE



<b>Title:</b> Scheduled Annual Leave	<b>SOP E.220</b>
<b>Date Issued:</b> 8/31/06	
<b>Date Revised:</b> 03/12/2015	<b>Approved by, Chief Etheridge</b> _____

**E.220.1 Objective:**

**E.220.1.a** To establish consistent procedures for selecting, canceling, and using scheduled annual leave.

**E.220.2** This guideline’s intent is to establish a consistent direction for a career staff who wishes to select leave, use leave, or give up leave.

**E.220.3** The career staff leave schedule will be maintained on the Highplains Human Resources module. It will be administered by the Assistant Chief or their designee.

**E.220.4** Leave selection and use will be governed by the following:

**E.220.4.a** CCF/R will post the upcoming year’s shift assignment by October 1st. The Captains will post the leave schedule for each shift by October 4th. The schedule will ensure two leave selection slots per shift throughout the year, subject to the conditions of section 50.8.8.18

**E.220.4.b** Leave selection, leave schedule adjustments, leave usage, holdovers, pager duty, and standbys will at all times be subject to the following staffing requirements:

**E.220.4.c** There will be one paramedic on duty at each station on each shift at all times. Captains or Engineers with valid Paramedic licenses may act as the shift Paramedic to achieve minimum staffing. This should not be a regular practice to

achieve minimum staffing. When this occurs, the Captain or Engineer will receive the pro pay as outlined in Article 13.11 of the contract.

**E.220.5** Leave shall be selected based on seniority with CCF/R as laid out in Article 21 of the contract. The selection process shall be as follows:

**E.220.5.a** The leave selection list will be arranged by seniority based on the employee's assignment on the following calendar year's shift's roster.

**E.220.5.b** The first and second rounds shall consist of up to 10 shifts. Additional shifts may be selected in the third and subsequent rounds.

**E.220.5.c** In the third and subsequent rounds, the remaining leave days will be divided by the number of employees still wishing to pick leave; each employee may then select two dates at a time, up to that number of days by seniority. Leave selection in the third and subsequent rounds will continue until all employees have selected as such leave as desired, or there are no more days available.

**E.220.5.d** Each employee shall have up to three calendar days to schedule leave in rounds one and two.

**E.220.5.e** In the third and any subsequent rounds, employees will have one calendar day to select the additional leave. The selection process should be completed by mid-December.

**E.220.5.f** An employee who fails to make leave selection shall be dropped from that round of leave selection.

**E.220.5.g** An employee on vacation during the leave selection process must arrange to notify the Department of their selection during their signing period or they will be passed in the process. The employee is responsible for finding out when their signing period is occurring.

**E.220.5.h** All scheduled leave will be selected in 24 hour increments. Scheduled military leave need not be taken in 24-hour increments if not necessary to meet the military obligation.

**E.220.5.i** An employee may not schedule personal leave in excess of the employee's leave balance at the time the leave is to be used. At any time in the year, an employee's leave on the leave schedule cannot exceed the employee's leave balance at the time the leave is to be used.

**E.220.5.j** The leave schedule shall be completed and posted prior to December 21<sup>st</sup>. Any discrepancies shall be noted and corrected immediately.

**E.220.6** All changes to the leave schedule must be approved in advance by the Shift Captain or the Assistant Chief. Captains will report changes to the leave schedule on the day the changes are made.

**E.220.7** Employees shall make all leave schedule requests through the Captains. The Captains shall ensure that adequate staffing exists before forwarding requests to the Assistant Chief. Leave schedule adjustments, consistent with staffing requirements, will be permitted throughout the year as follows:

**E.220.7.a** Available leave is defined as leave slots which are, or become, available on or after January 1<sup>st</sup> of each year. Available leave may be utilized by the following methods:

**E.220.7.a.1** Shift supervisor approval is required for use of available leave.

**E.220.7.a.2** First come – first serve.

**E.220.7.a.3** Union officials take priority in the use of available leave during the hours needed to accomplish official union activities.

**E.220.7.a.4** If more than one person desires the same day, seniority shall prevail.

**E.220.7.a.5** Should more than one person desire less than twenty-four (24 hours), the person requesting the larger time block shall prevail. Increasing bids for time will not be allowed.

**E.220.7.a.6** Employees may split or utilize portions of available leave.

**E.220.7.a.7** Supervisors will take into account minimum staffing requirements when approving available leave, in order to reduce overtime expenditures.

**E.220.7.a.8** Any portion of the 24 hours block of leave may be canceled. Leave shall be cancelled with as much notice as possible; however, leave shall be cancelled at the latest by noon the day before the employee's next shift. The employee must call the Station 3 Captain. If the Station 3 Captain is not available, the employee must then call the Station 1 Captain.

**E.220.7.a.8.i** After receiving the notification of cancellation captain will update the daily roster and the leave calendar.

**E.220.7.a.8.ii** If the employee is unable to contact either captain, then they will call Station 3 and leave a message with the ARFF person. If that person is unavailable, then the employee will contact the Assistant Chief.

**E.220.8** Employees may exchange scheduled leave on a shift-for-shift basis with one shift advance notice. If there is no shift for shift exchange between employees, the change will be considered a cancellation of leave.

**E.220.8.a** If the needs of the department warrant such action, the Fire Chief or Assistant Chief may modify the leave schedule to include: blocking available leave, changing scheduled leave, and/or cancelling scheduled leave. Such modifications may include, but are not limited to:

**E.220.8.a.1** Providing priority in leave selection to employees for military leave

**E.220.8.a.2** FMLA absences

**E.220.8.a.3** Blocking unscheduled leave for training activities

**E.220.8.a.4** Blocking unscheduled leave to avoid payment of overtime during periods of staffing shortages

**E.220.8.a.5** Blocking of leave for training or staffing shortage (will occur only after the selection process is completed, with the exception of mandatory training)

CAPITAL CITY FIRE / RESCUE  
STANDARD OPERATING PROCEDURES



<b>Title: SHIFT TRADES</b>	<b>SOP # E.310</b>
<b>Date Issued: May 20,2013</b>	
<b>Date Revised:</b>	<b>Approved by Chief Etheridge _____</b>

**E.310.1 OBJECTIVE:**

**E.310.1.a** To provide direction for trades in accordance with Article 11 of the IAFF Contract

**E.310.2 POLICY:**

**E.310.2.a** This policy supersedes SOG 50.9 dated April 5, 2007

**E.310.2.b** Department employees may voluntarily trade duty hours when approved. Such an agreement is a voluntary transaction between employees only. Department approval is required for trades and the following conditions apply:

**E.310.2.c** Management is not responsible for any time owed or banked between staff because of trades. Management will remain at “arm’s length” in trade arrangements.

**E.310.2.c.1** No additional costs may be charged to CBJ by approval of trades with the exception of Acting Captain professional pay.

**E.310.2.d** Trades are a privilege, not a right.

**E.310.2.e** Approval by the Fire Chief or designee is required prior to the trade or standby taking place.

**E.310.2.e.1** Requests for shift trades, are to be submitted to the shift Captain during the employee’s regularly scheduled shift. Requests may also be made to the station Captain on shift if the request for a trade or standby trade arises between the last shift worked and the date of the trade request. If minimum manning, mandatory training and department operational needs are met, the Captain will approve the trade or standby. The trade or standby will be entered into the High Plains system. Captains are responsible for assuring that they have a plan in place for their next shift so the Captain approving the shift can ascertain whether the trade is appropriate. If an employee is out of town and has an unexpected delay in returning to work as anticipated due to conditions outside of his or her control, the employee may seek to have a trade or standby trade arranged via telephone.

**E.310.2.e.2** Trades for Captains must be approved by the Assistant Chief prior to the trade or standby taking place.

**E.310.2.e.2.i** The Assistant Chief will review submitted trades and standbys and is authorized to revoke the trade if minimum manning, mandatory training or departmental needs are compromised by the trade.

**E.310.2.e.2.ii** Probationary employees during the probationary period and Temporary employees may not serve trades until approved by the Fire Chief or designee.

**E.310.2.e.2.iii** Record keeping for trades is the sole responsibility of the employees.

**E.310.2.e.2.iv** While performing a trade, staff will be in uniform and will perform the duties assigned to that position or as given by the supervisor.

**E.310.2.e.2.v** In the event of illness of the employee providing the trade, the position will be covered by normal sick leave procedures

and the employee normally scheduled to work that day will be charged personal leave, up to a maximum of 24 hours.

**E.310.2.e.2.vi** Members may elect to repay shift trades through annual leave transfers consistent with the parameters in the current IAFF Contract.

CAPITAL CITY FIRE / RESCUE  
STANDARD OPERATING PROCEEDURE



<b>Title:</b> OVERTIME	<b>SOP #</b> E.210
<b>Date Issued:</b> 7/1/13	
<b>Date Revised:</b>	<b>Approved by Chief Etheridge</b> _____

**E.210.1 PURPOSE:**

**E.210.1.a** To provide a clearly defined method to fairly and consistently provide overtime opportunities to career staff.

**E.210.2 SCOPE:**

**E.210.2.a** This SOP applies to IAFF members of the department.

**E.210.3 RESPONSIBILITY:**

**E.210.3.a** The management of this SOP is done through the Shift Captain and Assistant Chief.

**E.210.4 POLICY:**

**E.210.4.a OVERTIME SCHEDULING**

**E.210.4.a.1** Overtime under this section applies to shift coverage overtime. Shift coverage overtime is overtime that fills an on duty slot. (e.g. coverage for sick leave, workman's compensation, FMLA coverage, minimum staffing). Overtime assignment procedures under this section do not apply to emergency hold-over, or emergency call-back overtime. Those assignments will be made in the most expeditious manner possible.

**E.210.4.a.2** January 1<sup>st</sup>, at 08:00 hours, of each year an overtime opportunity list will be prepared. Each employee will be listed in order of seniority.

**E.210.4.a.3** A person scheduled to work or having worked 48 continuous hours is not eligible to accept a further overtime assignment unless they have had a break in work of at least twelve (12 hours). The Fire Chief or his designee may allow employees to work beyond 48 hours with consideration to run volume during the said 48 hour shift. This section is not applicable to emergency hold-over or call back.

**E.210.4.a.4** A person scheduled for med-evac standby time on the same day as the overtime assignment may not accept the overtime assignment. (Se SOG 50.7.5)

**E.210.4.a.5** Unscheduled overtime will be offered to the first qualified member on the top of the overtime list. If they refuse the offer, the assignment will be offered to the next qualified person on the overtime list, and then progressively down the list until the assignment is accepted.

**E.210.4.a.6** When a person accepts the overtime assignment, the number of hours they work will be credited to them and they will move down the list so that the person with the most number of hours credited to them will be at the bottom of the list. In the event of two or more persons having the same number of hours, they will be ranked by seniority with the most senior person being above the lesser senior person.

**E.210.4.a.7** Scheduled overtime will be offered to the first qualified member on the top of the overtime list. If they refuse the offer, the assignment will be offered to the next qualified person and then progressively down the list until the assignment is accepted. If they accept the offer and there are remaining dates of scheduled overtime to fill, the assignment will be offered to the next qualified person and then progressively down the list. Captains or Acting Captains will try to fill the scheduled overtime list within 2 weeks of the initial start of the overtime. Employees will be given up to an hour to accept or decline the scheduled overtime.

**E.210.4.a.8** All scheduled overtime will be documented when the overtime has been actually worked, and not when the overtime has been assigned.

**E.210.4.a.9** A refusal will not cause any change to the ranking process for either unscheduled or scheduled overtime.

#### **E.210.4.b MANDATORY OVERTIME**

**E.210.4.b.1** If the procedures in **E.210.1** do not result in the overtime assignment being accepted, the least senior qualified person on the off-going shift will be assigned to the overtime. If a firefighter/EMT slot is required, the least senior firefighter/EMT is the designated Qualified person. If a paramedic /firefighter slot is required, the least senior paramedic/firefighter is the designated qualified person. If a Captain slot is required, the least senior Captain or Acting Captain is the designated qualified person.

**E.210.4.b.2** The mandatory overtime will not be assigned to the least senior person on the off-going shift if any of the following are applicable:

**E.210.4.b.2.i** The designated person is scheduled to begin scheduled leave on their next regular shift

**E.210.4.b.2.ii** The designated person has just completed a 48 hour shift

**E.210.4.b.2.iii** The designated person locates a qualified person who will take the assignment.

**E.210.4.b.2.iv** The designated person is previously scheduled to work a med-evac standby during the overtime shift.

**E.210.4.b.2.v** The designated person is ill or injured. A physician statement will be required.

**E.210.4.b.3** If the least senior person is excused from the assignment due to **E.210.4.b.2**, the next senior qualified person on the off-going shift will be responsible for accepting the assignment.

**E.210.4.b.4** Mandatory assignments may be split between two or more persons.

**E.210.4.b.5** The person who is assigned to a mandatory shift will be excused from another mandatory shift until the mandatory list has rotated through the seniority list.

**E.210.4.b.6** Mandatory off-duty overtime may be assigned for training purposes. Selection for this purpose will [be] dictated by training needs and persons will not be selected per **sections 51.2.1 – 51.2.5**.

**E.210.4.b.7** The list will terminate on January 1<sup>st</sup> at 07:59:59 hours each year and the new list in item #1 will come into effect.

**E.210.4.b.8** The Overtime list will be maintained at the Glacier Station (Station #3) and kept up to date by the Captain or Acting Captain at Glacier Station.



**Appendix “G”**

LETTER OF AGREEMENT  
By and Between the  
CITY AND BOROUGH OF JUNEAU, ALASKA  
And  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, Local 4303

LOA#: 13-I-05

Re: IAFF member participation in MERP

The parties agree that the following terms and conditions of the July 1, 2013 – June 30, 2016, collective bargaining agreement shall be modified as follows:

1. The Union and the Employees agree to hold the City harmless and indemnify the City from any and all liability, claims, demands, law suits, and/or losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and Employees shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust Fund. The Union and Employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust fund.
2. Under no circumstances whatsoever will the City be liable for direct pay of any Trust Fund benefit to the employees and/or retired employees and/or their beneficiaries.
3. All contributions to the MERP are provided by the specific bargaining unit members in accordance with their plan agreement. Employee contributions shall be withheld from employee pay and forwarded to the MERP in accordance with the joinder agreement.

All provisions not specifically modified by this letter of agreement shall remain in full force and effect.

FOR THE CITY AND BOROUGH  
OF JUNEAU:

FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 4303:

Signature on file  
\_\_\_\_\_  
Kimberly A. Kiefer  
City Manager

Signature on file  
\_\_\_\_\_  
Noah Jenkins  
President

7/1/2013  
\_\_\_\_\_  
Date

7/1/2013  
\_\_\_\_\_  
Date