

**LABOR AGREEMENT**

**By and Between**

**CITY AND BOROUGH OF JUNEAU, ALASKA**

**And**

**DISTRICT NO. 1, PCD  
MARINE ENGINEERS BENEFICIAL ASSOCIATION  
(AFL-CIO)**

**SOUTHEAST ALASKA GENERAL GOVERNMENT  
UNIT NO. 1**

**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 Employer and the Union and record those agreements between the Employer and 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 those employees who are within the bargaining unit as certified by the Personnel Board (CBJ 44.05.060).

#### **2.2 – Work Units**

Those positions within the following departments, divisions and sections which were in the bargaining unit on the date this Agreement was signed shall remain within the bargaining unit unless removed by the Personnel Board as provided by CBJ Ordinance:

Building Division of Community Development Department  
Building Maintenance Section of Parks and Recreation Department  
Custodial Staff of Parks and Recreation Department  
Docks & Harbors  
Engineering and Public Works Department  
Events Services Technicians of Parks and Recreation Department  
Finance Department  
Fire Department – Administrative Assistant I  
Management Information Systems Division of Department of Administration  
Parks and Landscape Division of Parks and Recreation Department  
Airfield Maintenance and Operations

Positions appointed under the terms of 5 PR 015 (a) – Short Term Temporary, 5 PR 015 (d) – Interns, or 5 PR 020 (a)(3) – Part-time limited shall not be considered members of the bargaining unit.

#### **2.3 – Removal of Positions**

Nothing within this Agreement precludes the Employer from seeking the removal of positions from the bargaining unit and filing petitions with the Personnel Board to cause such removal.

## **2.4 – New Positions**

In the event that new positions are added to those units listed in 2.2, such positions which are not confidential or management shall be covered by this Agreement.

## **2.5 – Union Representation**

The Union is the sole and exclusive representative of employees for purposes of inquiry, adjudicating disciplinary actions by the Employer, interpreting this Agreement and enforcing the provisions of this Agreement.

### **ARTICLE 3**

#### **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. Those provisions are an attached addendum to this Agreement for informational purposes.

### **ARTICLE 4**

#### **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 5**

#### **UNION SECURITY AND ACTIVITIES**

##### **5.1 – 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 fee for the expense of representation.

##### **5.2 – Payroll Deductions**

The Employer shall recognize an authorization signed by the employee for the deduction of dues, service fees and other Union fees from the pay of that employee. This authorization shall be irrevocable for the duration of the individual's employment within the bargaining unit.

##### **5.3 – Limitations**

Union dues or a service fee shall not exceed that portion of the dues paid by a member which is retained by the Union for local use nor shall any payment be required of an

employee whose employment does not exceed four months or eighteen hours per week (Short Term Temporary or Part-Time Limited employees).

#### **5.4 – Religious Exemption**

Employees whose bona fide religious convictions preclude the payment of union dues or fees shall donate an amount equal to such dues or fees to a charitable organization that is acceptable to the employee and the Union.

#### **5.5 – Union Activities**

Union activities shall be governed by CBJ 44.10. Union members will not discriminate against nor harass non-members.

#### **5.6 – Employee Activities**

The Employer shall 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. Union activities shall not interfere with the operations of the employer or the performance of the employee's duties.

#### **5.7 – 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.

Use of e-mail for union business shall be allowed, provided that such use does not interfere with the employer's operations or the performance of the employee's duties.

The use of bulletin boards and e-mail shall comply with the provisions of 16 PR – Standards of Conduct.

#### **5.8 – Union Representative**

The Union shall have a representative who shall be authorized to speak for the Union in all matters covered by this Agreement. That representative shall be permitted to visit any site at which bargaining unit employees are working provided the Human Resources & Risk Management Director and the department director have received advance notice.

#### **5.9 – Union Stewards**

A Union Steward shall be appointed from among the employees of the Employer at any given time by the Union. The Union shall notify the City and Borough Human Resources & Risk Management Director and the relevant department director in writing within 48 hours of all appointments and when an employee is no longer a Union Steward.



The Union shall provide the Human Resources & Risk Management Director with a complete list of Union Stewards within 30 days of signing this Agreement, and every January 1 and July 1 thereafter.

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

#### **5.10 – Discharge Notice**

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

#### **5.11 – Job Announcements**

When the Employer advertises for applications to fill vacant Union-represented positions, the job announcements shall indicate that the position is union represented.

### **ARTICLE 6**

#### **ON-THE-JOB TRAINING**

##### **6.1 – On-The-Job Training Defined**

On-the-job training is the assignment of duties during regular working hours which are normally performed by a higher paid job classification. Such assignments are made for the purpose of allowing the employee to obtain and develop job skills and knowledge for advancement.

##### **6.2 – On-The-Job Training Pay**

To make on-the-job training of mutual benefit, time spent in an Employer established on-the-job training program shall be paid at the employee's regular rate of pay.

##### **6.3 – Length of Assignment**

On-the-job training assignments shall not exceed 30 work days in a twelve month period except by specific written agreement between the Employer and the Union.

##### **6.4 – Limitation**

This Article applies only to established, structured on-the-job training programs which are documented.

## **ARTICLE 7**

### **TRAINING**

#### **7.1 – 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 the department director permits the Employee to keep them.

#### **7.2 – 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. If the employee fails the training, the Employer may not require reimbursement, but if the employee fails to attend the training, adverse employment actions may ensue.

#### **7.3 – Training Required for Mandatory Advancement Programs**

This section applies when the training is at the Employer's direction and is intended to provide the employee with additional skills and knowledge needed to advance to a higher, closely-related classification pursuant to a mandatory advancement program.

If the employee fails the training, or fails to attend the training, adverse employment actions may ensue.

The employee shall repay to the Employer expenses incurred for training under this Article if the employee separates from employment as a result of the employee's own actions in less than one year from the completion of the training.

#### **7.4 – Employee Requested Training**

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

##### **A. Written Application for Training**

To request training, an employee shall submit written information supporting the request to the employee's supervisor. The employee shall include all information requested by the supervisor, but at minimum must include:

- (1) a description of the training with an explanation of how the training will benefit the employee in the employee's current position;
- (2) an estimate of the total cost for the training and the amount proposed for payment by the Employer;
- (3) the written concurrence of the department director, and
- (4) the written authorization of the City Manager.

**B. Employee Agreement to Reimburse Employer**

- (1) When the department and the employee mutually agree that the course of training is desirable and the cost of the training exceeds \$500.00, the department and the employee may enter into a reimbursement agreement. Such agreement must be in writing and signed by both the employee and the department prior the beginning of the training.
  - (a) 100 percent if the employee separates from the position as a result of the employee's own actions, or for cause, before 52 weeks from completion of the training or certification;
  - (b) 50 percent if the employee separates from the position as a result of the employee's own actions, or for cause, after 52 weeks, but before 104 weeks from completion of the training or certification;
  - (c) 25 percent if the employee separates from the position as a result of the employee's own actions, or for cause, after 104 weeks, but before 156 weeks from completion of the training or certification.
- (2) In cases of extenuating circumstances, the City Manager may waive the training reimbursement agreement at his or her discretion.
- (3) The CBJ shall have the right to obtain training reimbursement from the employee by deduction from the employee's final paycheck any monies due according to the schedule above or by other legal means in accordance with 18 PR 037(b).

**ARTICLE 8**

**UNIFORMS, TOOLS AND EQUIPMENT**

**8.1 – Uniforms**

Employees who are required to wear a uniform specified by the Employer, with the exception of Capital Transit bus drivers, shall be provided with the uniforms, their cleaning, maintenance and replacement, by the Employer. If the employee is provided with a uniform, the uniform must be returned when the employee leaves the position.

New Capital Transit bus drivers shall be provided with five (5) summer and five (5) winter shirts, and one jacket, vest and raincoat. At shift bid time, (twice per year), all drivers can present worn or damaged uniforms to be replaced. All apparel shall be worn in accordance with the Capital Transit Instructions for Operators. Capital Transit bus drivers shall maintain and clean their own uniforms. As compensation for doing so, they shall receive \$275.00 per fiscal year, which amount shall be included in the paychecks issued the first full pay period in July. New employees shall receive a 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 cleaning allowance. This amount shall be included in the paycheck issued after the first full pay period of employment.

## **8.2 – 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.

## **8.3 – Safety Apparel**

The Employer shall provide safety apparel required by state or federal law, OSHA standards or the Employer for the required work. An employee who fails to use safety apparel or equipment as instructed by the employer may be subject to discipline, up to and including dismissal.

## **8.4 – Tool Allowance**

- (a) Automotive mechanics who are required in writing by the Employer to provide their own hand tools shall be paid an annual allowance of \$1,100.00 for the purchase, replacement and repair of their own hand tools.
- (b) Building maintenance mechanics who are required in writing by the Employer to provide their own hand tools shall be paid an annual allowance of \$550.00 for the purchase, replacement and repair of their own hand tools.
- (c) 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 employees 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.
- (d) 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 of employment.

### **8.5 – Repayment to Employer**

Employees who are paid an advance uniform or tool allowance 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.

The Employer has the right to deduct from the employee's final paycheck any monies owing according to the above schedule or to recover such monies by other legal means.

Uniforms or tools that are provided by the employer, and are lost or damaged by the employee due to negligence, shall be replaced by the employee at no expense to the employer.

### **8.6 – 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. The employee shall pay \$25 for the first security or access badge or card lost, and shall reimburse the Employer for the full cost of replacing security or access badges or cards lost subsequently.

### **8.7 – Personnel Rules Replaced**

This Article replaces Personnel Rules 18 PR 030, 18 PR 035 and 18 PR 037(a).

## **ARTICLE 9**

### **LEAVE**

#### **9.1 – Accrual Rates**

- (a) Permanent and probationary employees assigned 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;
  - (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) Additional Accrual. The following permanent and probationary employees shall accrue an additional day of personal leave for each full month in pay status in addition to the accrual provided for in this section:

Employees at the Juneau-Douglas Wastewater Treatment Plant who are employed as operators, mechanics and laborers;  
Employees at the Mendenhall Wastewater Treatment Plant who are employed as operators, mechanics and laborers;

The purpose of this section is to compensate the above-listed positions which do not receive additional pay or time off for holidays - see Article 10, Section 3.

An employee who does not use the additional personal leave by the last day of the last full pay period ending in November, shall be paid for the unused portion at the employee's regular rate of pay. When payment is made, such leave will be deducted from the employee's leave balance. For purposes of this section, an additional day of leave per month equates to 3.5 hours of leave each biweekly pay period for an employee who regularly works 37.5 hours per week; and 3.7 hours of leave each biweekly pay period for an employee who works 40 hours or more per week.

## **9.2 – Unauthorized Leave**

There is no accrual of leave for any pay period during which an employee is absent without approved leave. This includes, but is not limited to periods of unauthorized leave without pay and disciplinary leave without pay.

## **9.3 – Leave Anniversary Date**

Changes in the rate of accrual as provided in Section 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.

## **9.4 – Part Time Employees**

Employees working less than 15 hours per week do not accrue leave. Permanent and probationary employees working 15 hours or more, but less than 37.5 hours per week, shall accrue leave on a pro-rated basis according to a schedule established by the Human Resources & Risk Management Director.

## **9.5 – 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 thirty days. Cash in and transfer of leave is not counted towards minimum leave use.

## **9.6 – Maximum Accrual**

Leave accrued but not used shall accumulate to a maximum of not more than one hundred and fifty days on the first day of the first pay period in January.

Leave in excess of one hundred and fifty days shall be converted to medical leave and credited to the employee's medical leave bank.

One hundred and fifty days equates to 1125 hours for an employee working 37.5 hours per week and 1200 hours for an employee working 40 hours per week.

## **9.7 – Scheduling Leave**

It is a mutual responsibility of the employee and the supervisor 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 one hundred and fifty day maximum accrual beginning with the first full pay period in January and ending with the last day of the pay period occurring fifty-two weeks later.

## **9.8 – Required Taking of Leave**

The department director 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; or, that the leave which the employee is directed to take will be in excess of the one hundred and fifty days of maximum leave the employee is permitted to carry beyond the first day of the first pay period in January.

## **9.9 – Transfer of Leave**

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

- (a) The recipient must either be:
  - (i) an employee who is absent for a family/medical leave reason and is on leave without pay and not retaining personal leave for use upon return from FMLA, or
  - (ii) a family member of a deceased employee, or
  - (iii) an employee who is absent due to the death of an immediate family member and is on Leave Without Pay. Immediate family member shall be defined in accordance with 20 PR 005 (21).
- (b) The donor employee shall have a remaining personal leave balance of not less than twelve days.
- (c) The donation is restricted to a maximum of thirty days or fifty percent of the employee's accrued personal leave, whichever is less.

Thirty days equates to 225 hours for an employee working 37.5 hours per week and 240 hours for an employee working 40 hours per week. Twelve days equates to 90 hours for an employee working 37.5 hours per weeks and 96 hours for an employee working 40 hours per week.

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.

Personal leave donated for use by another employee shall not be credited toward the donor's minimum leave use requirement.

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.

Medical leave shall not be transferred to personal leave or be credited to any employee other than the employee who earned such leave. If the provisions of this Section increase



the tax liability of any individual other than the recipient of the donation, this Section will be void and the parties shall meet immediately for the purposes of negotiating a replacement.

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

An employee may take personal leave at any time that business permits with the prior approval of the department director or the employee's supervisor who will make a good faith effort to respond in a timely manner.

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

An employee may take personal leave for medical reasons when the employee's department director or supervisor 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 department director 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 ten days of unscheduled personal leave because of the death of a member of the employee's immediate family.

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

### **9.12 – Taking of Banked Medical Leave**

An employee who has banked medical leave may take such leave only when one of the following conditions exists:

- (a) The employee has no accrued personal leave and the employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties.
- (b) The employee has no accrued personal leave and the illness or disability of a member of the employee's immediate family requires the attendance of the employee.
- (c) The employee has a medical disability exceeding one working day. In such instances the use of banked medical leave begins on the second day of absence.

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

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

### **9.13 – 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.

### **9.14 – Leave Without Pay**

- (a) An employee may be granted leave without pay provided the granting of leave without pay does not cause any hardships to the CBJ beyond the benefits to be gained by granting leave.
- (b) An employee who is paid a salary may not be charged leave without pay for less than a full day increment.
- (c) An employee who is paid a salary and who has no accrued personal leave will be advanced personal leave in increments of less than one day to prevent being charged leave without pay for less than one day.
- (d) The maximum personal leave indebtedness for an employee who is paid a salary is two days.
- (e) Leave without pay in excess of twenty days in a calendar year must be approved by the Manager unless it is for a reason related to Family/Medical Leave. For employees of the Docks & Harbors Department, leave without pay in excess of twenty days in a calendar year must be approved by the Port Director unless it is for a reason related to Family/Medical Leave.
- (f) An employee who has been employed for the previous 26 weeks and has no accrued personal leave will be granted leave without pay for Family/Medical Leave reasons. (See Section 15.)

### **9.15 – Family/Medical Leave**

Appendix A shall incorporate the Family Medical Leave policy in effect on the effective date of this contract.

### **9.16 – Cancellation of Leave**

CBJ retains the right to cancel pre-approved leave when circumstances require such cancellation.

### **9.17 – 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 ten days of leave without pay in any calendar year.

### **9.18 – Court Leave**

An employee who is called to serve as a juror or subpoenaed as a witness to testify concerning matters within the scope of employment shall be entitled to court leave.

An employee 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.

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

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

A permanent or probationary employee shall be entitled to a military leave of absence without pay to serve in the Armed Forces of the United States and shall be entitled to the re-employment benefits granted under the Uniformed Services Employment and Reemployment Rights Act as amended.

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.

An Employee who is an auxiliary member of a component of the United States Armed Forces or an emergency services organization of the Employer may be granted military leave without loss of pay when under direct military control in the performance of search and rescue missions; or, responding to an emergency call under the control of the Employer. The total amount of paid military and emergency service leave for an employee may not exceed sixteen and one half days in any one calendar year. Sixteen and one half days equates to 123.8 hours for an employee working 37.5 hours per week and 132 hours for an employee working 40 hours per week.

### **9.20 – 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 time of separation.

If a separated employee is reemployed prior to the expiration of the number of working hours paid as leave on separation for 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.

### **9.21 – Banked Medical Leave on Separation**

All banked medical leave shall be canceled on separation and the employee may not receive any credit or compensation for such cancelled leave.

### **9.22 – 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. A supervisor may grant parent-teacher conference leave only in advance upon written request of the employee including the date and time of the conference and the finding by the supervisor that the leave can be accommodated without imposing added cost or inefficiencies in the work place. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

### **9.23 – 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.

**9.24 Seasonal Leave**

(A) A seasonal employee will receive the cash value of his or her personal or annual leave at the end of the season and be placed in leave without pay status until the work season resumes except that,

(B) A seasonal employee may retain a personal or annual leave balance not to exceed 160 hours if the employee so requests prior to the end of the work season.

**9.25 – Personnel Rule 11 Superseded**

This Article hereby replaces Personnel Rule 11 on Leave in its entirety.

**ARTICLE 10**

**HOLIDAYS**

**10.1 – Holidays**

(A) The following days are observed as holidays:

- (1) the first of January, known as New Year's Day
- (2) the third Monday in January, known as Martin Luther King Jr.'s Birthday
- (3) the third Monday in February, known as President's Day
- (4) the last Monday in March, known as Seward's Day
- (5) the last Monday in May, known as Memorial Day
- (6) the fourth of July, known as Independence Day
- (7) the first Monday in September, known as Labor Day
- (8) the 18th of October, known as Alaska Day
- (9) the 11th of November, known as Veteran's Day
- (10) the fourth Thursday in November, known as Thanksgiving
- (11) the day after Thanksgiving.

- (12) the 25th day of December, known as Christmas
- (13) every day designated as a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.

(B) If a holiday falls on Sunday, the following Monday is a holiday for those employees who work a Monday – Friday workweek.

(C) If a holiday falls on Saturday, the preceding Friday is a holiday for those employees who work a Monday – Friday workweek.

(D) If a permanent/probationary employee volunteers to work on a holiday, an alternate day within the week preceding or following the holiday and agreed to by the employee and the department director is that employee's holiday.

(E) If a holiday falls on a permanent/probationary employee's day off, an alternate day within the week preceding or following the holiday as designated by the department director is the employee's holiday. If circumstances in the department exist such that an alternate day is not available, the employee may either bank the holiday pay or have it paid out.

(F) Employees occupying part-time seasonal positions who work on a day listed in 10.1(a)(1)-(13) will receive pay at a rate of time and one-half their normal rate of pay for all hours worked that day; the provisions of 10.1(b) through (e), however, do not apply with respect to those positions.

## **10.2 – Alternate Leave**

Permanent and probationary employees assigned to functions which normally operate on paid holidays may be compensated for holiday work by an increased personal leave accrual rate as provided within this Agreement. Please see Article 9 Section 1 (c) for a list of those positions which do not receive a holiday benefit pursuant to this Article.

## **10.3 – Holiday Pay**

(A) Permanent and probationary employees with a regular work schedule of 40 hours or more per week shall be paid for 8.0 hours for each holiday provided the employee was in full pay status the work day immediately preceding the holiday and the work day immediately following the holiday.

(B) 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 in full pay status the work day immediately preceding the holiday and the work day immediately following the holiday.

(C) Permanent and probationary full time Capital Transit Drivers with a regular work schedule of 37.5 hours per week shall receive additional holiday pay for holidays where there is no bus service provided to the public. The total amount of holiday

pay received shall be equal to the amount of time the driver would have been scheduled to work if the holiday had been a normal operating day.

(D) Permanent and probationary part time employees shall be compensated for holiday pay in the following manner:

(1) A part-time employee who works a regularly assigned shift shall receive 0.2 of the regularly scheduled weekly hours as pay for each holiday. It is recognized that hours may vary from time to time, but that employees meeting this definition have a reasonably predictable schedule.

(2) A part-time employee who works a schedule that fluctuates in number of hours from week to week, including but not limited to Capital Transit Relief Drivers and Centennial Hall Events Technicians, shall receive holiday pay that is based on the average number of hours worked per week over the 5 pay periods immediately preceding the pay period the holiday falls in. For the purposes of computing the amount of time per week, all hours credited to regular pay, personal leave, or holiday pay shall count. Time worked in overtime status, compensatory time taken or call back or show up pay shall not be included.

#### **10.4 – Personnel Rules Replaced**

This article replaces Personnel Rules 7 PR 025, 7 PR 030 and 10 PR 145.

### **ARTICLE 11**

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

##### **11.1 – Pay Schedule**

The pay schedule appearing at Appendix B will cover all bargaining unit employees.

All bargaining unit members in positions classified as permanent, excluding seasonal, and whose regular work schedule is 37.5 hours per week or more, and who are employed on July 1, 2016 shall receive a lump sum payment in the amount of nine hundred and fifty dollars (\$950) on the payday of the first full pay period following ratification of this agreement.

All bargaining unit members in positions classified as permanent seasonal or part time, who are employed on July 1, 2016 shall receive a lump sum payment adjustment in the amount of nine hundred and fifty dollars (\$950) pro-rated based upon hours worked in FY2016. The minimum amount of the pro-rated lump sum payment shall be four hundred and seventy five dollars (\$475). The pro-rated lump sum payment shall be paid on the payday of the first full pay period following ratification of this agreement.

##### **11.2 – Merit Steps**

(A) The merit anniversary date of a probationary employee appointed is the first day of the regular pay period following completion of the probationary period. In order to complete probation and achieve permanent status, a performance evaluation with an overall rating of “Acceptable” or better must be completed by the employee’s supervisor or designee.

(B) The merit anniversary date of a full time employee shall be advanced one pay period for each 10 days of leave without pay.

(C) Steps 2 through 13 in the pay schedule recognize merit. A merit increase of 1 step in the pay range is given to a permanent employee who receives an overall performance rating of “acceptable” or better. Such increase is due when the employee establishes a merit anniversary date in accordance with 11.2 (A) and on the employee’s merit anniversary date thereafter according to the following schedule:

(1) Steps 2 through 6: 1 year of service. One year of service is defined as 1,950 hours in pay status or twelve months of continuous service, whichever is greater.

(2) Steps 6 through 13: 2 years of service. Two years of service is defined as 3,900 hours in pay status or 24 months of continuous service, whichever is greater.

(3) For the purpose of implementing steps “11” through “13”, any employee who has served at least two years at “10” step shall move to “11” step on July 30, 2012. Such employees shall be eligible to move to “12” step on their established merit anniversary date subsequent to serving two years at “11” step.

(4) Effective on the first day of the first pay period on or after July 1, 2013, increments between steps “7” through “13” shall be adjusted. Employees shall be placed on the new schedule in the following manner.

<b>Old Step</b>	<b>New Step</b>	<b>Next MAD Advancement</b>
Step “J”	Step “7”	MAD +1 year
Step “K”	Step “7”	next MAD
Step “L”	Step “8”	MAD + 1 year
Step “M”	Step “8”	next MAD
Step “N”	Step “9”	MAD + 1 year
Step “O”	Step “9”	next MAD

(D) The City Manager may grant an additional merit increase or advance the merit anniversary date by twelve months to an employee who receives an overall performance rating of “outstanding”, and where other exceptional circumstances exist.

(E) A merit increase shall be automatically granted to a permanent employee on the employee’s merit anniversary date unless the employee has been notified in writing that a merit increase has not been earned.



### **11.3 – Overtime Rate of Pay**

The overtime rate of pay is one and one-half times an employee's normal hourly rate as provided for in Section 1 of this Article. There is no overtime rate of pay for employees paid on a salary basis.

### **11.4 – Overtime Defined**

This section does not apply to employees paid on a salary basis.

- (a) Employees whose work schedule is eight hours or less per day will be paid at the overtime rate of pay for all work in excess of eight hours in a day.
- (b) Employees whose work schedule is more than eight hours per day will be paid at the overtime rate of pay for all work in excess of ten hours a day.
- (c) All work on a holiday as defined in Article 10 shall be paid at the overtime rate of pay unless the holiday has been compensated for by an alternate day off or by increased personal leave credit.
- (d) An employee who has a scheduled lunch break and is required to work an entire shift of not less than seven and one half hours without the scheduled lunch break shall be paid at the overtime rate for the lunch break.
- (e) All hours worked in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, shall be paid at the employee's overtime rate of pay.
- (f) Overtime shall be paid in not less than one tenth (0.1) of an hour increments.
- (g) Show-up compensation and standby duty are not creditable work hours.
- (h) If an operational emergency causes an employee to work for a period of time such that the employee is unable to achieve sufficient rest before the start of a scheduled shift, a department director is authorized to grant the employee up to eight hours of administrative leave so that the employee receives sufficient rest before reporting to work. A new work day or new work week shall not cause an Employee who has not had a sufficient rest period to lose overtime eligibility. "Sufficient rest" is generally defined as eight hours away from work.

### **11.5 – Work on Sixth and Seventh Day**

This section does not apply to employees paid on a salary basis.

An employee who works five consecutive days of not less than 7.5 hours each day will be paid the overtime rate for all work on the sixth consecutive day.

An employee who works six consecutive days of not less than 7.5 hours each day will be paid the overtime rate for all work on the seventh consecutive day.

All work on the eighth consecutive day will be considered as day one and will be paid at the regular rate unless otherwise provided for within this Agreement.

Scheduled work on the sixth or seventh consecutive day will be for a minimum of two hours duty and pay.

### **11.6 – Call Out**

This section does not apply to employees paid on a salary basis and does not apply to employees whose regular work schedule is less than 37.5 hours per week.

(A) Work that requires the employee to report to a worksite.

(1) In scheduling extra duty, excluding extension of the employee's regular shift, the Employer shall notify the employee not less than twenty-four hours prior to the commencement of the extra duty. If less than twenty-four hours notice is given the extra duty shall be treated as "call out".

(2) The minimum call out compensation for the employee on stand-by duty shall be two (2) hours. The minimum call out compensation for the employee not on stand-by duty shall be two and one half (2 ½ ) hours. It is understood that employee not on stand-by but called out for work shall receive the additional ½ hours pay in addition to any hours worked beyond the minimum call out pay requirement.

(3) All compensation for call out shall be at one and one half (1 ½ ) times the employee's regular hour rate of pay.

(4) The call out period shall begin when an employee:

(a) reports to the employer's facility where work is to be performed, or

(b) reports to the actual location where the work is to be performed if that work is not at the employer's facility, or

(c) enters the employer's vehicle to travel to the work location, whichever occurs first.

(5) The call out period shall end when the employee completes the work associated with the call out, or arrives at his or her residence if assigned to drive the employer's vehicle, whichever occurs last.

(6) Stand-by pay ceases while an employee is being compensated for call out.

(7) When an employee is called out to duty two hours or less before the start of their shift, minimum call out shall apply regardless of actual hours worked.

(8) When an employee is called out to duty and less than two hours of actual work is performed, the difference between the actual time worked and the two hour minimum compensation shall be recorded as show-up compensation.

(B) Work performed on the telephone from home

(1) When an overtime eligible employee receives a phone call at home that requires substantive engagement, the employee shall be compensated at the appropriate rate of pay. For the purposes of this provision “substantive engagement” is defined as providing information to assist another employee in accomplishing that employee’s work assignment. “Substantive engagement” does not mean responding to a telephone call regarding the employee’s availability to work, an attempt to locate CBJ property, or some other inquiry that is quickly answered.

(2) The employee shall be compensated for actual time worked, but no less than thirty (30) minutes. If an employee receives additional phone calls within the thirty (30) minute time frame, but does not work beyond thirty (30) minutes from the time the initial telephone call was received, no additional pay will be warranted. If additional phone calls are received beyond the thirty (30) minute time frame, a new thirty (30) minute window will begin. In no case will an employee be compensated more than two (2) hours pay per day for responding to telephone calls from home, unless time actually worked is in excess of two (2) hours.

### **11.7 – Payment of Overtime**

Authorized overtime due and payable to an employee shall be paid as wages or compensatory time.

The preferred manner of payment shall be as wages. The department director will consider an employee’s request to have overtime credited as compensatory time. An employee may be credited with compensatory time when the department director finds that the crediting of compensatory time will not result in any increased personal service hours or disruption to the employer’s operations.

No compensatory time other than that earned during pay periods starting between November 12 through December 31 may remain credited to the account of any employee after the first day of the first pay period starting 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 employees credited compensatory time may not exceed 100 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 service hours. An employee may use compensatory time in lieu of personal leave as long as the scheduling is approved.

### **11.8 – Shift Differentials**

This section does not apply to employees paid on a salary basis.

Employees who are assigned to work swing, graveyard or weekend shifts, are eligible for shift differentials:

- (a) One dollar and fifty (\$1.50) per hour for each hour of duty between the hours of 4:00 p.m. and midnight,
- (b) Two dollars (\$2.00) per hour for each hour of duty between the hours of midnight and 8:00 a.m.
- (c) Only those employees whose work schedule includes in excess of two hours between the hours of 4:00 p.m. and 8:00 a.m. are eligible for swing or graveyard shift differentials
- (d) Two dollars (\$2.00) per hour for each hour of duty between the hours of midnight and 11:59 p.m. on Saturday or Sunday. Employees receiving weekend shift differential shall not be eligible for swing or graveyard differential in addition to the weekend differential.

Periods worked of less than one hour shall be paid in not less than one tenth (0.1) of an hour increments.

### **11.9 – Standby Pay**

This section does not apply to employees paid on a salary basis.

When the Employer assigns an employee to standby duty, that employee shall be paid three dollars and fifty cents (\$3.50) for each hour of standby duty. Employees required to monitor and respond promptly to a pager or cell phone during non-working hours are on standby duty. If called out, the employee will be paid at the appropriate overtime rates and standby pay will cease. Standby duty is not credited to an employee for purposes of determining overtime eligibility.

Effective with the first pay period on or after July 1, 2014, the rate of pay for standby duty shall increase to \$4.00.

Periods worked of less than one hour shall be paid in not less than one tenth (0.1) of an hour increments.

### **11.10 – Temporary Lead Worker Pay**

This section does not apply to employees paid on a salary basis.

When two or more Bargaining Unit members in the same pay range are assigned to work on a job site without an assigned supervisor, the Employer may designate in writing one of the employees as a Temporary Lead worker. It will be that employee's responsibility to direct the work. For said period of time, the Lead Worker shall be paid one dollar (\$1.00) per hour in addition to the employee's regular hourly rate.

Periods worked of less than one hour shall be paid in not less than one tenth (0.1) of an hour increments.

### **11.10B – Temporary Supervision Pay**

This section does not apply to employees paid on a salary basis, employees whose position description includes responsibility for assuming the duties of the supervisory position, or employees who assume the duties of a supervisory position to fulfill the licensing requirements of a state or federal law.

When two or more Bargaining Unit members are assigned to a work function while the supervisor is not available for a short period of time (more than one work day and up to two pay periods), the Employer may designate in writing one of the employees as Temporary Supervisor. It will be that Employee's responsibility to direct the work in order to continue to fulfill the function. For said period of time, the Temporary Supervisor shall be paid one dollar and twenty cents (\$1.20) per hour in addition to the Employee's regular hourly rate.

### **11.11 – Compensation for Working Out of Class**

#### **A. Regular Compensation for Working in a Higher Level Job class**

- (1) When an employee is assigned the responsibilities of a higher-level position for a period of two weeks or more, the Employer shall pay the employee according to the pay range allocation of the higher level position. The assignment detailing the higher-level responsibilities must be made in writing prior to the beginning of the assignment.
- (2) Step placement in the higher pay range shall not be less than a two step increase in the lower range. If the employee is at a step "M" of the lower range, the increase may not be less than the difference between step "L" and step "M" of the lower range.
- (3) An employee is not eligible for payment at the higher level job class rate of pay for hours on regular pay status but not worked (e.g., vacation or holidays); however, such hours shall not be deemed to have interrupted a continuous out-of-class assignment.

#### **B. Overtime Compensation for Working Out of Class**

- (1) An hourly employee who works in a higher level job class in what is normally a salaried position shall remain an hourly employee for the duration of the higher level assignment;
- (2) A salaried employee who receives authorization to work out of class in an hourly position and who works the majority of his or her workday performing duties that are normally compensated at an hourly rate of pay shall be paid at one and one half (1 ½) times the employee's hourly rate of pay for hours worked beyond his or her regularly scheduled shift hours on that day.

### **11.12 – Training Time**

An employee paid an hourly rate shall be compensated for scheduled training time that is required by the Employer. This section does not apply to correspondence and self study time by the employees in an established apprenticeship program.

### **11.13 – Pay Day**

All employees shall be paid biweekly. The Employer shall distribute paychecks by 3:00 each pay day. If the pay day is a recognized holiday, then pay day shall be on the last working day prior to the recognized holiday.

Employees whose regular days off fall on a pay day shall have their checks available by the close of business the day before pay day.

The Employer shall make available paychecks for employees working the graveyard shift by 8:00 a.m. on payday.

If an employee's paycheck is not available on the designated pay day, the Employer shall, at the request of the employee, issue an emergency check to meet the regular pay day requirements.

### **11.14 – Examination of Pay Records**

The authorized Union Representatives shall have the right to examine all payroll records pertaining to employees. 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 the close of business of the work day following the day of the request.

### **11.15 – Personnel Rules Replaced**

This Article replaces Sections 080, 095, 097, 098, 100, 105, 110, 115, 120, 125, 130, 135, 140 and 145 of Personnel Rule 10; and, Sections 005, 015, 020, 025 and 026 of Personnel Rule 18.

## **ARTICLE 12**

### **SAFETY**

#### **12.1 – 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 which may arise during the duration of this Agreement.

### **12.2 – Safety Meetings**

The Employer shall maintain the established safety and accident prevention program. The Employer shall schedule safety meetings for each department at least once each quarter. Employees shall not suffer a loss in pay or working hours for attending such meetings. The Union Representative shall be given the opportunity to participate in safety meetings at his/her request.

### **12.3 – 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. Failure to follow safety directives or to use safety equipment may result in discipline up to and including dismissal.

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.

### **12.4 – 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.

### **12.5 – 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 may 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.

### **12.6 – Correcting Unsafe Conditions**

- (a) All unsafe equipment or working conditions which 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 which are safe.
- (d) The supervisor shall immediately inform the department director in the event of a disagreement about the existence of an unsafe condition.
- (e) The department director or a person designated by the department director shall request an immediate inspection by Employer's safety inspector or, if unavailable, another appropriate safety inspector.
- (f) The opinion of the safety inspector shall be the final determination on any disagreement as to the existence of an unsafe working condition.
- (g) The Employer may require employees to submit written reports on unsafe equipment or working conditions that affect assigned duties.
- (h) The allegation of unsafe working conditions shall not be a pretext to avoid assigned duties.

## **ARTICLE 13**

### **OVERLOADS AND LIABILITY**

#### **13.1 – Overloads & Unsecured Loads**

In the event an employee has loaded cargo in accordance with specific instructions of the supervisor and is cited with an overload or unsecured load, the Employer shall pay all fines. The employee shall receive his or her regular pay for all time required to appear in court. If an employee loads a vehicle without specific instructions from a supervisor and is cited, the employee shall pay all associated costs.

#### **13.2 – 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 14**

### **WORK RULES**

#### **14.1 – Employee Instructions**

All employees shall be informed as to whom they report and what is expected of them in their jobs.

#### **14.2 – Changes to Work Rules**

Any changes to rules or regulations of hours, wages, and working conditions shall be communicated to the employee(s) in writing.

#### **14.3 – Relief Periods**

Employees whose work schedule prohibits relief or refreshment during their shift shall be allowed one relief break not to exceed fifteen minutes in duration without loss of pay during the first half of the shift and fifteen minutes during the second half of the shift and each half shift thereafter. When working other than the regular shift, relief breaks shall be taken each two hours without loss of pay, with the exception of bus drivers whose weekly schedule will provide the equivalent of thirty minutes per day paid relief.

#### **14.4 – Lunch Break**

A regular shift lunch break may not be less than thirty minutes or longer than one hour which shall be on the employee's time. The lunch break will be scheduled to occur approximately midway through the shift.

#### **14.5 – Drinking Water**

Safe drinking water shall be available to all employees.

#### **14.6 – Work Schedule Changes**

The Employer shall make a good faith, documented effort to provide not less than seventy-two consecutive hours' notice to the affected employee of temporary work schedule changes. Temporary work schedule changes are those intended to last a limited amount of time in order to accommodate an unanticipated change in staffing needs.

The Employer shall make a good faith, documented effort to provide not less than 10 days notice to the affected employee of permanent work schedule changes. Permanent work schedule changes are those that are intended to continue indefinitely or until the next scheduled shift rotation, whichever is applicable to the work unit.

These advance notice provisions do not apply when:

- (a) The schedule change is due to the unscheduled absence of an employee.
- (b) The schedule change is due to the separation of an employee and the change is necessary to meet staffing needs including the training of a new employee.
- (c) The schedule change is due to other conditions that the Employer could not anticipate; for example, a natural disaster.

#### 14.7 – Employee Parking

Effective October 1, 2016, the Employer shall provide the opportunity for parking at no cost to the employee, at a location determined by the employer, for all MEBA employees.

### **ARTICLE 15**

#### **PART-TIME EMPLOYEES**

##### **15.1 – Part - Time Employee Defined**

A permanent part-time employee is defined as an individual who works an average of 15 hours per week or more and has been appointed to a position that has been designated as permanent part-time by the Human Resources & Risk Management Director.

##### **15.2 – Benefits**

A permanent part-time employee shall be entitled to benefits on a prorated basis; and, shall be provided the option of participating in the group insurance plan by paying a prorated portion of the premium.

### **ARTICLE 16**

#### **RETIREMENT**

The Employer will not seek to modify the existing Agreement to the detriment of bargaining unit employees or remove itself from coverage under the Public Employees Retirement System.

### **ARTICLE 17**

## **EMPLOYEE RECORDS**

### **17.1 – Location**

Personnel records shall not be removed from the Human Resource & Risk Management Office and all records must be reviewed in the presence of Human Resource & Risk Management Office staff.

### **17.2 – 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 & Risk Management 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.

### **17.3 – Employee Access**

An employee shall have access to his/her personnel file, his/her working files, and to all information contained within those files. "Working file" is defined as any written material kept 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 work day following the day of the request.

## **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. A permanent employee may grieve disciplinary actions.

This procedure shall not be available to probationary employees in any case involving discipline or administrative separation from service for failure to satisfactorily complete the probationary period.

Disciplinary actions are those actions defined in 13 PR and shall include letters of reprimand, suspension, demotions for cause, step reductions and/or dismissal. This list may be modified by changes to 13 PR.

### **18.3 – Procedural Steps**

All grievances shall be processed on the grievance forms provided by the Employer.

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.

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 as follows: by the grievant submitting the grievance on the grievance form to the grievant's first level of supervision outside the bargaining unit within 14 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 department director within 14 days of the supervisor's response or the date the response was due, whichever is earlier. Within 7 days the director shall meet with the grievant and his/her union representative to discuss the grievance and shall provide a written response within 14 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 14 days of the director's response or the date the response was due, whichever is earlier. Within 14 days the City Manager shall provide a written response.

Class action grievances shall be defined as grievances affecting union members in more than one department. Class action grievances shall be originally filed at Step 3.

Grievances involving the suspension, demotion, step reduction or dismissal of a permanent employee 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.

**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 & Risk Management 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.

#### **18.6 – Personnel Rule 15 Replaced**

This Article replaces Personnel Rule 15.

### **ARTICLE 19**

#### **PERSONNEL RULES**

##### **19.1 – Continuation**

Those Personnel Rules within the scope of bargainable issues not herein amended which were in effect on date of signing shall continue in full force and effect for the duration of this Agreement.

##### **19.2 – 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**

### **INTERPRETATION**

The interpretation of this Agreement shall be governed by the strict application of the words and terms used as defined by the most recent version of the Webster's New World Dictionary as defined on [www.merriam-webster.com](http://www.merriam-webster.com) unless a word or term is specifically defined within the Agreement as having another meaning.

## **ARTICLE 21**

### **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 Union shall be responsible for the printing of the Agreement for MEBA members. 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 22**

### **SUBORDINATION AND SAVING OF AGREEMENT**

#### **22.1 – 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.

#### **22.2 – 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.

#### **22.3 – 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 23

### HEALTH BENEFITS AND EMPLOYEE WELLNESS

#### 23.1 – Employer Contribution

The employer shall continue to provide a tiered benefits program for the provision of health insurance. Eligible employees shall 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, except that the employer shall cover the full premium contribution for the employee only economy plan.

- (1) Effective July 1, 2016, the employer's contribution rate shall be \$1260.00 per month per full-time, eligible employee.
- (2) Changes to the employer's contribution rate shall be subject to the economic reopener outlined in Article 25.
- (3) Permanent part-time, eligible employees shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost.

Employees who participate in the Healthy Rewards program will receive up to a \$50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a yearly basis and the premium reduction will be effective the next plan year.

Employees will have a period of twelve months to complete wellness requirements in order to qualify for the Healthy Rewards Program. It is anticipated that the participation period will run from June 1 through May 31<sup>st</sup> of any given plan year. The participation period is staggered to allow employees to qualify for the upcoming Healthy Rewards premium offset by the time open enrollment for the next plan year begins.

#### 23.2 – 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.

#### 23.3 – 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.

### **23.4 – 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.

### **23.5 – Health Committee**

The parties will participate in a Health Committee, which will be made up of, at minimum, three members who are unrepresented employees, three from the Union, one from the Public Safety Employees Association, one from Bartlett Regional Hospital, and one administrative employee. 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 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.

### **23.6 – Wellness Program**

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

### **23.7 – Personnel Rules Replaced**

This Article replaces 18 PR 027 of the Personnel Rules.

## **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 July 1, 2016, or upon signing, whichever is later.

This Agreement shall remain in effect through June 30, 2019.

Either party may request to reopen the provisions of Articles 9 (Leave), 11 (Pay Rates and Pay Days) or 23 (Health Benefits and Employee Wellness) for the purposes of an economic reopener for FY 2018 or FY 2019. Notice of the intent to open must be made to the other party by November 15, 2016 (for FY 2018) or November 15, 2017 (for FY 2019).

#### **25.2 – Renewal**

Either party may give written notice on November 15, 2018 or anytime thereafter, of its decision to negotiate a successor agreement. Specific proposals shall accompany the written notice.

MEBA – CBJ Collective Bargaining Agreement  
July 01, 20 – June 30, 2019

This Agreement is executed this 28<sup>th</sup> day of September, 2016, by the duly authorized agents and representatives of the parties hereto at Juneau, Alaska.

MARINE ENGINEERS BENEFICIAL  
ASSOCIATION, ALF-CIO

THE CITY AND BOROUGH  
OF JUNEAU, ALASKA



Ben Goldrich  
Union Representative  
Chiefspokesperson



Duncan Rorie Watt  
City & Borough Manager

MEBA NEGOTIATING TEAM.

CBJ NEGOTIATING TEAM:



Doug Uhrh  
Negotiator



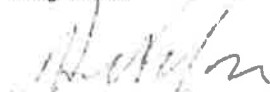
Dallas Hargrave  
Human Resources – Risk Management  
Director  
Chiefspokesperson



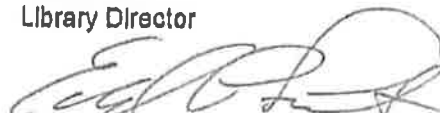
Aaron Dean  
Negotiator



Robert Barr  
Library Director



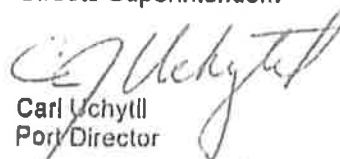
Hal Kulm  
Negotiator



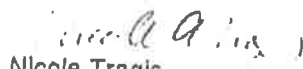
Ed Foster  
Streets Superintendent



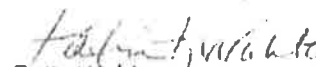
Tom Listberger  
Negotiator



Carl Uchyll  
Port Director



Nicole Tragis  
Negotiator



Patty Wahto  
Airport Manager



Shannon Ely  
Human Resources Manager

**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)

MEBA – CBJ Collective Bargaining Agreement  
July 01, 2016 – June 30, 2019

**Appendix “B”**

**Adjusted as indicated in Article 11**

CITY AND BOROUGH OF JUNEAU  
MEBA & Nonrep Effective 07/01/16

Range	Pay Type	1	2	3	4	5	6	7	8	9	10	11	12	13
1	Hourly	10.54	10.88	11.27	11.61	12.00	12.42	12.94	13.53	14.11	14.75	15.42	16.10	16.82
2	Hourly	11.27	11.61	12.00	12.42	12.82	13.24	13.82	14.46	15.07	15.75	16.47	17.20	17.95
3	Hourly	12.00	12.42	12.82	13.24	13.68	14.11	14.75	15.42	16.10	16.82	17.57	18.33	19.17
4	Hourly	12.82	13.24	13.68	14.11	14.60	15.07	15.75	16.47	17.20	17.95	18.76	19.58	20.44
5	Hourly	13.68	14.11	14.60	15.07	15.59	16.10	16.82	17.57	18.33	19.17	20.00	20.90	21.84
6	Hourly	14.60	15.07	15.59	16.10	16.64	17.20	17.95	18.76	19.58	20.44	21.36	22.33	23.32
7	Hourly	15.59	16.10	16.64	17.20	17.75	18.33	19.17	20.00	20.90	21.84	22.81	23.83	24.88
8	Hourly	16.64	17.20	17.75	18.33	18.95	19.58	20.44	21.36	22.33	23.32	24.35	25.43	26.55
9	Hourly	17.75	18.33	18.95	19.58	20.24	20.90	21.84	22.81	23.83	24.88	25.99	27.15	28.36
10	Hourly	18.95	19.58	20.24	20.90	21.60	22.33	23.32	24.35	25.43	26.55	27.72	28.99	30.27
11	Hourly	20.24	20.90	21.60	22.33	23.06	23.83	24.88	25.99	27.15	28.36	29.61	30.92	32.30
12	Hourly	21.60	22.33	23.06	23.83	24.59	25.43	26.55	27.72	28.99	30.27	31.60	33.01	34.47
13	Hourly	23.06	23.83	24.59	25.43	26.29	27.15	28.36	29.61	30.92	32.30	33.76	35.23	36.81
14	Hourly	24.59	25.43	26.29	27.15	28.04	28.99	30.27	31.60	33.01	34.47	36.02	37.61	39.30
	Salary Scale "A"	1,844.25	1,907.25	1,971.75	2,036.25	2,103.00	2,174.25	2,270.25	2,370.00	2,475.75	2,585.25	2,701.50	2,820.75	2,947.50
	Salary Scale "B"	1,967.20	2,034.40	2,103.20	2,172.00	2,243.20	2,319.20	2,421.60	2,528.00	2,640.80	2,757.60	2,881.60	3,008.80	3,144.00
15	Hourly	26.29	27.15	28.04	28.99	29.94	30.92	32.30	33.76	35.23	36.81	38.46	40.15	41.95
	Salary Scale "A"	1,971.75	2,036.25	2,103.00	2,174.25	2,245.50	2,319.00	2,422.50	2,532.00	2,642.25	2,760.75	2,884.50	3,011.25	3,146.25
	Salary Scale "B"	2,103.20	2,172.00	2,243.20	2,319.20	2,395.20	2,473.60	2,584.00	2,700.80	2,818.40	2,944.80	3,076.80	3,212.00	3,356.00
16	Hourly	28.04	28.99	29.94	30.92	31.94	33.01	34.47	36.02	37.61	39.30	41.03	42.86	44.79
	Salary Scale "A"	2,103.00	2,174.25	2,245.50	2,319.00	2,395.50	2,475.75	2,585.25	2,701.50	2,820.75	2,947.50	3,077.25	3,214.50	3,359.25
	Salary Scale "B"	2,243.20	2,319.20	2,395.20	2,473.60	2,555.20	2,640.80	2,757.60	2,881.60	3,008.80	3,144.00	3,282.40	3,428.80	3,583.20
17	Hourly	29.94	30.92	31.94	33.01	34.11	35.23	36.81	38.46	40.15	41.95	43.81	45.77	47.79
	Salary Scale "A"	2,245.50	2,319.00	2,395.50	2,475.75	2,558.25	2,642.25	2,760.75	2,884.50	3,011.25	3,146.25	3,285.75	3,432.75	3,584.25
	Salary Scale "B"	2,395.20	2,473.60	2,555.20	2,640.80	2,728.80	2,818.40	2,944.80	3,076.80	3,212.00	3,356.00	3,504.80	3,661.60	3,823.20
18	Hourly	31.94	33.01	34.11	35.23	36.41	37.61	39.30	41.03	42.86	44.79	46.77	48.85	51.02
	Salary Scale "A"	2,395.50	2,475.75	2,558.25	2,642.25	2,730.75	2,820.75	2,947.50	3,077.25	3,214.50	3,359.25	3,507.75	3,663.75	3,826.50
	Salary Scale "B"	2,555.20	2,640.80	2,728.80	2,818.40	2,912.80	3,008.80	3,144.00	3,282.40	3,428.80	3,583.20	3,741.60	3,908.00	4,081.60
19	Hourly	34.11	35.23	36.41	37.61	38.87	40.15	41.95	43.81	45.77	47.79	49.93	52.14	54.44
	Salary Scale "A"	2,558.25	2,642.25	2,730.75	2,820.75	2,915.25	3,011.25	3,146.25	3,285.75	3,432.75	3,584.25	3,744.75	3,910.50	4,083.00
	Salary Scale "B"	2,728.80	2,818.40	2,912.80	3,008.80	3,109.60	3,212.00	3,356.00	3,504.80	3,661.60	3,823.20	3,994.40	4,171.20	4,355.20
20	Hourly	36.41	37.61	38.87	40.15	41.48	42.86	44.79	46.77	48.85	51.02	53.28	55.63	58.08
	Salary Scale "A"	2,730.75	2,820.75	2,915.25	3,011.25	3,111.00	3,214.50	3,359.25	3,507.75	3,663.75	3,826.50	3,996.00	4,172.25	4,356.00
	Salary Scale "B"	2,912.80	3,008.80	3,109.60	3,212.00	3,318.40	3,428.80	3,583.20	3,741.60	3,908.00	4,081.60	4,262.40	4,450.40	4,646.40
21	Hourly	38.87	40.15	41.48	42.86	44.29	45.77	47.79	49.93	52.14	54.44	56.82	59.32	61.93
	Salary Scale "A"	2,915.25	3,011.25	3,111.00	3,214.50	3,321.75	3,432.75	3,584.25	3,744.75	3,910.50	4,083.00	4,261.50	4,449.00	4,644.75
	Salary Scale "B"	3,109.60	3,212.00	3,318.40	3,428.80	3,543.20	3,661.60	3,823.20	3,994.40	4,171.20	4,355.20	4,545.60	4,745.60	4,954.40
22	Salary Scale "A"	3,111.00	3,214.50	3,321.75	3,432.75	3,546.00	3,663.75	3,826.50	3,996.00	4,172.25	4,356.00	4,554.00	4,758.50	4,968.00
	Salary Scale "B"	3,318.40	3,428.80	3,543.20	3,661.60	3,782.40	3,908.00	4,081.60	4,262.40	4,450.40	4,646.40	4,857.60	5,073.60	5,299.20
23	Salary Scale "A"	3,321.75	3,432.75	3,546.00	3,663.75	3,784.50	3,910.50	4,083.00	4,261.50	4,449.00	4,644.75	4,851.50	5,077.50	5,304.00
	Salary Scale "B"	3,543.20	3,661.60	3,782.40	3,908.00	4,036.80	4,171.20	4,355.20	4,545.60	4,745.60	4,954.40	5,195.60	5,416.00	5,657.60
24	Salary Scale "A"	3,546.00	3,663.75	3,784.50	3,910.50	4,040.25	4,172.25	4,356.00	4,554.00	4,758.50	4,968.00	5,189.25	5,420.25	5,661.00
	Salary Scale "B"	3,782.40	3,908.00	4,036.80	4,171.20	4,309.60	4,450.40	4,646.40	4,857.60	5,073.60	5,299.20	5,535.20	5,781.60	6,039.40
25	Salary Scale "A"	3,784.50	3,910.50	4,040.25	4,172.25	4,312.50	4,449.00	4,644.75	4,861.50	5,077.50	5,304.00	5,539.50	5,785.50	6,043.50
	Salary Scale "B"	4,036.80	4,171.20	4,309.60	4,450.40	4,600.00	4,745.60	4,954.40	5,185.60	5,416.00	5,657.60	5,908.80	6,171.20	6,446.40
26	Salary Scale "A"	4,040.25	4,172.25	4,312.50	4,449.00	4,602.75	4,756.50	4,968.00	5,189.25	5,420.25	5,661.00	5,913.75	6,175.50	6,447.75
	Salary Scale "B"	4,309.60	4,450.40	4,600.00	4,745.60	4,909.60	5,073.60	5,299.20	5,535.20	5,781.60	6,038.40	6,308.00	6,587.20	6,877.60
27	Salary Scale "A"	4,312.50	4,449.00	4,602.75	4,756.50	4,913.25	5,077.50	5,304.00	5,539.50	5,785.50	6,043.50	6,309.75	6,586.50	6,876.75
	Salary Scale "B"	4,600.00	4,745.60	4,909.60	5,073.60	5,240.80	5,416.00	5,657.60	5,908.80	6,171.20	6,446.40	6,730.40	7,025.60	7,335.20
28	Salary Scale "A"	4,602.75	4,756.50	4,913.25	5,077.50	5,244.75	5,420.25	5,661.00	5,913.75	6,175.50	6,447.75	6,732.00	7,027.50	7,337.25
	Salary Scale "B"	4,909.60	5,073.60	5,240.80	5,416.00	5,594.40	5,781.60	6,038.00	6,308.00	6,587.20	6,877.60	7,180.80	7,496.00	7,826.40

**MEBA – CBJ Collective Bargaining Agreement**  
**July 01, 2016 – June 30, 2019**

**CITY AND BOROUGH OF JUNEAU**  
**MEBA & Nonrep Effective 07/01/15 through 06/30/16**

<b>Range</b>	<b>Pay Type</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
1	Hourly	10.54	10.88	11.27	11.61	12.00	12.42	12.94	13.53	14.11	14.75	15.42	16.10	16.82
2	Hourly	11.27	11.61	12.00	12.42	12.82	13.24	13.82	14.46	15.07	15.75	16.47	17.20	17.95
3	Hourly	12.00	12.42	12.82	13.24	13.68	14.11	14.75	15.42	16.10	16.82	17.57	18.33	19.17
4	Hourly	12.82	13.24	13.68	14.11	14.60	15.07	15.75	16.47	17.20	17.95	18.76	19.58	20.44
5	Hourly	13.68	14.11	14.60	15.07	15.59	16.10	16.82	17.57	18.33	19.17	20.00	20.90	21.84
6	Hourly	14.60	15.07	15.59	16.10	16.64	17.20	17.95	18.76	19.58	20.44	21.36	22.33	23.32
7	Hourly	15.59	16.10	16.64	17.20	17.75	18.33	19.17	20.00	20.90	21.84	22.81	23.83	24.88
8	Hourly	16.64	17.20	17.75	18.33	18.95	19.58	20.44	21.36	22.33	23.32	24.35	25.43	26.55
9	Hourly	17.75	18.33	18.95	19.58	20.24	20.90	21.84	22.81	23.83	24.88	25.99	27.15	28.36
10	Hourly	18.95	19.58	20.24	20.90	21.60	22.33	23.32	24.35	25.43	26.55	27.72	28.99	30.27
11	Hourly	20.24	20.90	21.60	22.33	23.06	23.83	24.88	25.99	27.15	28.36	29.61	30.92	32.30
12	Hourly	21.60	22.33	23.06	23.83	24.59	25.43	26.55	27.72	28.99	30.27	31.60	33.01	34.47
13	Hourly	23.06	23.83	24.59	25.43	26.29	27.15	28.36	29.61	30.92	32.30	33.76	35.23	36.81
14	Hourly	24.59	25.43	26.29	27.15	28.04	28.99	30.27	31.60	33.01	34.47	36.02	37.61	39.30
	Salary Scale "A"	1,844.25	1,907.25	1,971.75	2,036.25	2,103.00	2,174.25	2,270.25	2,370.00	2,475.75	2,585.25	2,701.50	2,820.75	2,947.50
	Salary Scale "B"	1,967.20	2,034.40	2,103.20	2,172.00	2,243.20	2,319.20	2,421.60	2,528.00	2,640.80	2,757.60	2,881.60	3,008.80	3,144.00
15	Hourly	26.29	27.15	28.04	28.99	29.94	30.92	32.30	33.76	35.23	36.81	38.46	40.15	41.95
	Salary Scale "A"	1,971.75	2,036.25	2,103.00	2,174.25	2,245.50	2,319.00	2,422.50	2,532.00	2,642.25	2,760.75	2,884.50	3,011.25	3,146.25
	Salary Scale "B"	2,103.20	2,172.00	2,243.20	2,319.20	2,395.20	2,473.60	2,584.00	2,700.80	2,818.40	2,944.80	3,076.80	3,212.00	3,356.00
16	Hourly	28.04	28.99	29.94	30.92	31.94	33.01	34.47	36.02	37.61	39.30	41.03	42.86	44.79
	Salary Scale "A"	2,103.00	2,174.25	2,245.50	2,319.00	2,395.50	2,475.75	2,585.25	2,701.50	2,820.75	2,947.50	3,077.25	3,214.50	3,359.25
	Salary Scale "B"	2,243.20	2,319.20	2,395.20	2,473.60	2,555.20	2,640.80	2,757.60	2,881.60	3,008.80	3,144.00	3,282.40	3,428.80	3,583.20
17	Hourly	29.94	30.92	31.94	33.01	34.11	35.23	36.81	38.46	40.15	41.95	43.81	45.77	47.79
	Salary Scale "A"	2,245.50	2,319.00	2,395.50	2,475.75	2,558.25	2,642.25	2,760.75	2,884.50	3,011.25	3,146.25	3,285.75	3,432.75	3,584.25
	Salary Scale "B"	2,395.20	2,473.60	2,555.20	2,640.80	2,728.80	2,818.40	2,944.80	3,076.80	3,212.00	3,356.00	3,504.80	3,661.60	3,823.20
18	Hourly	31.94	33.01	34.11	35.23	36.41	37.61	39.30	41.03	42.86	44.79	46.77	48.85	51.02
	Salary Scale "A"	2,395.50	2,475.75	2,558.25	2,642.25	2,730.75	2,820.75	2,947.50	3,077.25	3,214.50	3,359.25	3,507.75	3,663.75	3,826.50
	Salary Scale "B"	2,555.20	2,640.80	2,728.80	2,818.40	2,912.80	3,008.80	3,144.00	3,282.40	3,428.80	3,583.20	3,741.60	3,908.00	4,081.60
19	Hourly	34.11	35.23	36.41	37.61	38.87	40.15	41.95	43.81	45.77	47.79	49.93	52.14	54.44
	Salary Scale "A"	2,558.25	2,642.25	2,730.75	2,820.75	2,915.25	3,011.25	3,146.25	3,285.75	3,432.75	3,584.25	3,744.75	3,910.50	4,083.00
	Salary Scale "B"	2,728.80	2,818.40	2,912.80	3,008.80	3,109.60	3,212.00	3,356.00	3,504.80	3,661.60	3,823.20	3,994.40	4,171.20	4,355.20
20	Hourly	36.41	37.61	38.87	40.15	41.48	42.86	44.79	46.77	48.85	51.02	53.28	55.63	58.08
	Salary Scale "A"	2,730.75	2,820.75	2,915.25	3,011.25	3,111.00	3,214.50	3,359.25	3,507.75	3,663.75	3,826.50	3,996.00	4,172.25	4,356.00
	Salary Scale "B"	2,912.80	3,008.80	3,109.60	3,212.00	3,318.40	3,428.80	3,583.20	3,741.60	3,908.00	4,081.60	4,262.40	4,450.40	4,646.40
21	Hourly	38.87	40.15	41.48	42.86	44.29	45.77	47.79	49.93	52.14	54.44	56.82	59.32	61.93
	Salary Scale "A"	2,915.25	3,011.25	3,111.00	3,214.50	3,321.75	3,432.75	3,584.25	3,744.75	3,910.50	4,083.00	4,261.50	4,449.00	4,644.75
	Salary Scale "B"	3,109.60	3,212.00	3,318.40	3,428.80	3,543.20	3,661.60	3,823.20	3,994.40	4,171.20	4,355.20	4,545.60	4,745.60	4,954.40
22	Salary Scale "A"	3,111.00	3,214.50	3,321.75	3,432.75	3,546.00	3,663.75	3,826.50	3,996.00	4,172.25	4,356.00	4,554.00	4,756.50	4,968.00
	Salary Scale "B"	3,318.40	3,428.80	3,543.20	3,661.60	3,782.40	3,908.00	4,081.60	4,262.40	4,450.40	4,646.40	4,857.60	5,073.60	5,299.20
23	Salary Scale "A"	3,321.75	3,432.75	3,546.00	3,663.75	3,784.50	3,910.50	4,083.00	4,261.50	4,449.00	4,644.75	4,861.50	5,077.50	5,304.00
	Salary Scale "B"	3,543.20	3,661.60	3,782.40	3,908.00	4,036.80	4,171.20	4,355.20	4,545.60	4,745.60	4,954.40	5,185.60	5,416.00	5,657.60
24	Salary Scale "A"	3,546.00	3,663.75	3,784.50	3,910.50	4,040.25	4,172.25	4,356.00	4,554.00	4,756.50	4,968.00	5,189.25	5,420.25	5,661.00
	Salary Scale "B"	3,782.40	3,908.00	4,036.80	4,171.20	4,309.60	4,450.40	4,646.40	4,857.60	5,073.60	5,299.20	5,535.20	5,781.60	6,038.40
25	Salary Scale "A"	3,784.50	3,910.50	4,040.25	4,172.25	4,312.50	4,449.00	4,644.75	4,861.50	5,077.50	5,304.00	5,539.50	5,785.50	6,043.50
	Salary Scale "B"	4,036.80	4,171.20	4,309.60	4,450.40	4,600.00	4,745.60	4,954.40	5,185.60	5,416.00	5,657.60	5,908.80	6,171.20	6,446.40
26	Salary Scale "A"	4,040.25	4,172.25	4,312.50	4,449.00	4,602.75	4,756.50	4,968.00	5,189.25	5,420.25	5,661.00	5,913.75	6,175.50	6,447.75
	Salary Scale "B"	4,309.60	4,450.40	4,600.00	4,745.60	4,909.60	5,073.60	5,299.20	5,535.20	5,781.60	6,038.40	6,308.00	6,587.20	6,877.60
27	Salary Scale "A"	4,312.50	4,449.00	4,602.75	4,756.50	4,913.25	5,077.50	5,304.00	5,539.50	5,785.50	6,043.50	6,309.75	6,586.50	6,876.75
	Salary Scale "B"	4,600.00	4,745.60	4,909.60	5,073.60	5,240.80	5,416.00	5,657.60	5,908.80	6,171.20	6,446.40	6,730.40	7,025.60	7,335.20
28	Salary Scale "A"	4,602.75	4,756.50	4,913.25	5,077.50	5,244.75	5,420.25	5,661.00	5,913.75	6,175.50	6,447.75	6,732.00	7,027.50	7,337.25
	Salary Scale "B"	4,909.60	5,073.60	5,240.80	5,416.00	5,594.40	5,781.60	6,038.40	6,308.00	6,587.20	6,877.60	7,180.80	7,496.00	7,826.40

**Appendix “C”**

**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>
<b>Rule 1</b>	<b>Position Classification</b>	Applies	
<b>Rule 2</b>	<b>Recruitment</b>	Applies +	Article 5, Section 11
<b>Rule 3</b>	<b>Examination</b>	Applies	
<b>Rule 4</b>	<b>Selection</b>	Applies	
<b>Rule 5</b>	<b>Appointments</b>	Applies with the exception of 5 PR 021 and 5 PR 045	Article 15, Sections 1 & 2 summarize PT employment.
<b>Rule 6</b>	<b>Probationary Periods</b>	Applies	
<b>Rule 7</b>	<b>Hours of Work &amp; Holidays</b>		
7 PR 005	Scheduling Hours of Work	Applies +	Article 14, Section 2 & 6
7 PR 010	Minimum Work Week	Applies	
7 PR 015	Normal Work Week	Applies	
7 PR 020	Normal Work Day	Applies +	Article 14, Section 3 & 4
7 PR 021	Employee Furlough	Does not Apply	No provision
7 PR 025	City and Borough Holidays	Replaced by Contract	Article 10, Section 1 (A) – (F)
7 PR 026	Eaglecrest Holidays	Does not apply	n/a
7 PR 030	Alternate Leave	Replaced by Contract	Article 10, Section 2
<b>Rule 8</b>	<b>Performance Evaluations</b>		
8 PR 005	Basis	Applies	
8 PR 010	Frequency and Standards	Applies	
8 PR 015	Discussion	Applies	
8 PR 020	Rebuttal	Applies	
8 PR 025	Performance Improvement Plans	Applies	
<b>Rule 9</b>	<b>Training</b>		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Applies	
9 PR 020	Training Reimbursement	Replaced by Contract	Article 6, Section 1-4, Article 7, Sections 1-4.A Article 11, Section 12
9 PR 025	Training Reimbursement Schedule	Applies +	Article 7, Section 7.4.B
9 PR 030	Licenses and Certifications	Applies	
<b>Rule 10</b>	<b>Pay</b>		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies	
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Applies	
10 PR 045	Pay Range Increase	Applies	
10 PR 050	Involuntary Demotion	Applies	

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10 PR 051	ADA Reassignment	Applies	
<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
10 PR 055	Voluntary Demotion	Applies	
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+	Article 11, Section 2 (A)
10 PR 080	Merit Increase	Replaced by Contract	Article 11, Section 2 (C), (D) & (E)
10 PR 085	Merit Increase not Earned	Applies+	Article 11, Section 2 (E)
10 PR 090	Step Reduction	Applies	
10 PR 095	Increased Responsibilities Differential	Replaced by Contract	Article 11, Section 10
10 PR 097	Temporary Supervision Pay	Replaced by Contract	Article 11, Section 10(B)
10 PR 098	Acting in a Higher Range Pay	Replaced by Contract	Article 6, Section 1-4, Article 11, Section 11
10 PR 100	Shift Differentials	Replaced by Contract	Article 11, Section 8
10 PR 105	Standby Pay	Replaced by Contract	Article 11, Section 9
10 PR 110	Call out	Replaced by Contract	Article 11, Section 6
10 PR 115	Sixth and Seventh Day	Replaced by Contract	Article 11, Section 5
10 PR 120	Overtime Defined	Replaced by Contract	Article 11, Section 4 Article 11, Section 11(B)
10 PR 125	Overtime Rate	Replaced by Contract	Article 11, Section 3
10 PR 130	Overtime Payment	Replaced by Contract	Article 11, Section 7
10 PR 135	Maximum Compensatory Time	Replaced by Contract	Article 11, Section 7
10 PR 140	Compensatory Time Payment	Replaced by Contract	Article 11, Section 7
10 PR 145	Holiday Pay	Replaced by Contract	Article 10, Section 3
10 PR 150	Total Remuneration	Applies	
<b>Rule 11</b>	<b>Leave</b>		
11 PR 005	Scope	Replaced by Contract	
11 PR 010	Accrual Rates	Replaced by Contract	Article 9, Section 1 & 4
11 PR 012	Personal Leave Cash in	Replaced by Contract	Article 9, Section 23
11 PR 016	Annual Leave Accrual & Use for Employees of Eaglecrest Ski Area	Does not apply	N/A
11 PR 017	Sick Leave Accrual & Use for Employees of Eaglecrest Ski Area	Does not apply	N/A
11 PR 020	Accrual During Unauthorized Leave	Replaced by Contract	Article 9, Section 2
11 PR 025	Leave Anniversary	Replaced by Contract	Article 9, Section 3
11 PR 030	Minimum Leave Use	Replaced by Contract	Article 9, Section 5 & 7
11 PR 035	Maximum Leave Carry-over	Replaced by Contract	Article 9, Section 6
11 PR 040	Use of Personal Leave	Replaced by Contract	Article 9, Section 10 & 11
11 PR 045	Direction to take leave	Replaced by Contract	Article 9, Section 8
11 PR 050	Bereavement Leave	Replaced by Contract	Article 9, Section 11
11 PR 055	Banked Medical Leave	Replaced by Contract	Article 9, Section 12
11 PR 060	Use of Leave to Supplement Workers' Compensation	Replaced by Contract	Article 9, Section 13
11 PR 065	Leave without Pay	Replaced by Contract	Article 9, Section 14
11 PR 067	Family Medical Leave	Replaced by Contract	Article 9, Section 15 (references AP 08-03R)
11 PR 070	Cancellation of Leave	Replaced by Contract	Article 9, Section 16
11 PR 075	Effect of Leave without Pay	Replaced by Contract	Article 9, Section 17
11 PR 080	Adjustment of Anniversary dates	Replaced by Contract	Article 9, Section 17
11 PR 081	Employee Furlough	Does not Apply	No provision in Contract



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Personnel Rule	Topic	Effect on Agreement	Contract Provision
11 PR 085	Court Leave	Replaced by Contract	Article 9, Section 18
11 PR 090	Military Leave without Pay	Replaced by Contract	Article 9, Section 19
11 PR 095	Military Leave with Pay	Replaced by Contract	Article 9, Section 19
11 PR 100	Emergency Service Leave	Replaced by Contract	Article 9, Section 19
11 PR 105	Maximum Paid Military and Emergency Service Leave	Replaced by Contract	Article 9, Section 19
11 PR 110	Donation of Leave	Replaced by Contract	Article 9, Section 9
11 PR 115	Seasonal Leave	Replaced by Contract	Article 9, Section 24
11 PR 120	Medical Leave on Separation	Replaced by Contract	Article 9, Section 21
11 PR 125	Personal or Annual Leave on Separation	Replaced by Contract	Article 9, Section 20
11 PR 130	Parent-Teacher Conference Leave	Replaced by Contract	Article 9, Section 22
<b>Rule 12</b>	<b>Resignation, Nondisciplinary Separation and Voluntary Demotion</b>	Applies	
<b>Rule 13</b>	<b>Disciplinary Actions</b>	Applies	
<b>Rule 14</b>	<b>Reduction in Work Force</b>	Applies	
<b>Rule 15</b>	<b>Grievance and Appeal Procedure</b>	Replaced by Contract	Article 18
<b>Rule 16</b>	<b>Standards of Conduct</b>	Applies +	Article 4 Article 5, Section 7 Article 8, Section 3 Article 12 Article 13
<b>Rule 17</b>	<b>General Provisions</b>		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 11, Section 14 and Article 17
17 PR 015	Continuation of Health Insurance	Applies	Article 23, Section 3
17 PR 020	Licensed Employees	Applies	
17 PR 025	Wearing of Uniforms	Applies	Article 8, Section 2
<b>Rule 18</b>	<b>Compensation and Reimbursements</b>		
18 PR 005	Pay Schedules	Replaced by Contract	Article 11, Section 1
18 PR 010	Daily Pay Rate for Salaried Employees	Applies	
18 PR 015	Shift Differentials	Replaced by Contract	Article 11, Section 8
18 PR 020	Standby Rate	Replaced by Contract	Article 11, Section 9
18 PR 025	Increased Responsibilities Differential	Replaced by Contract	Article 11, Section 10
18 PR 026	Temporary Supervision Pay	Replaced by Contract	Article 11, Section 10B
18 PR 027	Health Benefits and Employee Wellness	Replaced by Contract	Article 23, Sections 1-7
18 PR 030	Uniforms	Replaced by Contract	Article 8, Sections 1 – 3 & 6
18 PR 035	Tool Allowance	Replaced by Contract	Article 8, Section 4
18 PR 037	Repayment to Employer	(a) Replaced by Contract; (b) applies	Article 8, Section 5 Article 8, Section 6
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	

MEBA – CBJ Collective Bargaining Agreement  
July 01, 2016 – June 30, 2019

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<b>Rule 19</b>	<b>Eaglecrest Ski Area Pay</b>	Does not apply	n/a
<b>Rule 20</b>	<b>Definitions</b>	Applies +	Article 18, Section 4

**Key:**

Applies = Personnel Rule applies in total

Applies + = Personnel rules apply and the contract has additional language

Replaced by contract = Personnel Rule does not apply, contract language supersedes

Does not apply = Personnel Rule does not apply and contract does not contain language

## Appendix “D”

### 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**.

on file  
Kimberly A. Kiefer  
City and Borough Manager

**Appendix “E”**

STEP \_\_\_\_\_

GRIEVANCE FORM  
MEBA/CBJ

- |   |  |
|---|--|
| 1. _____<br>Name of Employee            | 2. _____<br>Social Security or Employee Number       |
| 3. _____<br>Department/Division/Section | 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

**NOTE: This form is to be used in transmitting all grievances in accordance with the collective bargaining agreement between the Marine Engineers Beneficial Association and the City and Borough of Juneau, at Article 18 – Grievance Procedure.**

