

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CITY AND BOROUGH OF JUNEAU, ALASKA**

**And**

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

**July 1, 2019 – June 30, 2022**

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## **ARTICLE 1**

### **PURPOSE OF AGREEMENT**

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

## **ARTICLE 2**

### **RECOGNITION**

#### **2.1 – Recognition**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for Emergency Trauma Technicians (ETTs), Emergency Medical Technicians (EMT I/Firefighter Trainee), Firefighter/EMT I, II, IIIs, Firefighter/ Paramedics, Engineers, Fire Captains, Firefighter Mechanics, Emergency Medical Service Officer, and Fire Training Officer, including seasonal and long term temporary appointments for the purposes of collective bargaining.

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

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

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

#### **2.3 – New Positions**

In the event that new positions or titles are created within Capital City Fire/Rescue and a dispute arises regarding representation, the Personnel Board (CBJ 44.05.060) shall determine the appropriate bargaining unit status. The Union shall be notified of all new positions and job classifications created within the bargaining unit within ten (10) days of such action. The notifications shall include a copy of any changes to class specifications.

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

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

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

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

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

### **ARTICLE 4**

#### **INTERPRETATION**

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

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

### **ARTICLE 5**

#### **MANAGEMENT RIGHTS**

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

### **ARTICLE 6**

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

##### **6.1 – Union Membership**

Membership in the Union shall be optional.

## **6.2 – Payroll Deductions**

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

## **6.3 – Limitations**

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

## **6.4 – Union Activities**

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

During a new employee's orientation, the Union shall be allowed to speak to the new employee, for as long as needed, regarding union activities and benefits, so long as the Union activity does not interfere with department orientation.

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

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

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

## **6.6 – Union Representative**

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

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



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

### **6.7 - Union Business Leave Account**

- A. The Employer agrees to deduct from each bargaining unit member, who elects to be a Union member, 0.385 hours of personal leave each bi-weekly pay period.
- B. The employee's leave shall be converted to a cash amount equal to the employee's hourly regular rate of pay.
- C. The cash amount shall be deposited in to a bank account held by the IAFF Local 4303 on a quarterly basis. The purpose of the account shall be to fund union business activities authorized by IAFF Local 4303 representatives.
- D. The Secretary/Treasurer of IAFF Local 4303 shall inform the supervisor of payroll if the union leave bank account number should change, and provide a new account number. The IAFF Local 4303 shall assume any legal liabilities and reporting obligations associated with the use of these funds.
- E. Written requests for union business leave shall be made by the IAFF Local 4303 President or a member of the Executive Board to the Fire Chief or designee with as much notice as possible. If the request for business leave is not made within three (3) calendar days of the need for leave, and the impact of granting the leave request would result in mandatory overtime or an employee missing mandatory training, then the request may be denied.

## **ARTICLE 7**

### **EMPLOYEE RECORDS**

#### **7.1 - Location**

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

#### **7.2 - Access**

Any information contained within an employee's personnel file shall be held confidential. Access to the file by any person outside the Human Resources Office shall require a record of that access

and will be limited to persons who clearly have a need to know the information to perform their official duties with the City and Borough. Access to the file by anyone outside of the City and Borough shall be in accordance with applicable state and federal laws or as ordered by a court of competent jurisdiction.

### **7.3 - Employee Access**

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

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

### **7.4 – Evaluations**

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

## **ARTICLE 8**

### **LIABILITY**

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

## **ARTICLE 9**

### **SAFETY**

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

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

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

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

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

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

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

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

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

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

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

- A. Medical attention shall be afforded an injured employee at the earliest possible moment. The Employer may require an employee to accept medical attention.

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

#### **9.5 – Injury Leave**

- A. The Union and Employer jointly agree that the intent of this provision is to recognize the unique nature of emergency services work and is meant to protect and support employees in the event of a line-of-duty injury during a given year. It is further understood by both parties that all other work-related injuries which qualify an employee for Worker's Compensation will not be covered under this provision and will be handled through the City's standard Workers' Compensation process.
- B. Employees performing emergency services may qualify for injury leave in the event of a serious injury received in the line-of-duty. Injury leave will be granted for up to twelve (12) consecutive months from the date of initial injury for a regular full-time department employee who has suffered a serious injury in the line-of-duty and which qualifies them for Workers' Compensation. For purposes of this provision "line-of-duty injury" means a duty related injury that meets the requirements of the Alaska Workers' Compensation Act and is also:
  - 1. An injury received due to the actions of another person; or
  - 2. An injury received while responding to or working at a reported emergency; or
  - 3. An injury received while operating or riding in an emergency vehicle.

This section does not apply to psychological injuries.

- C. Injury leave will not be available to an employee who has received a line-of-duty injury due to his or her own negligence.
- D. All Workers' Compensation payments made to the employee must be turned in to the City within 2 business days of receipt.

- E. An employee on injury leave will be paid at his or her base rate of pay (range and step) in effect on the date of the qualifying injury and will normally be assigned to a 40 hour workweek. An employee will not be required to use personal leave while on injury leave, unless he or she would not be ready, willing, and able to return to work (absent the injury). An employee will only accrue leave while he or she is in work status. The Employer will continue to provide the employer's portion of the health insurance contribution while the employee is on injury leave. Injury leave may be granted for a maximum period of 12 consecutive months. Family Medical leave entitlement shall run concurrently with Injury Leave.
- F. During periods of injury leave, employees may be assigned work at the discretion of the department unless such work assignments adversely affect the nature of the injury. If there is a disagreement between the City and the employee as to whether the employee is able to perform the work assigned, such disputes shall be submitted to and resolved by a health care professional selected by the Employer. The decision of this health care professional as to whether the employee is able to perform the work assigned will be determinative, so long as the decision is not arbitrary, capricious, or made in bad faith. If an employee disagrees with a determination of the health care professional that the employee is capable of performing the work assigned, the employee may elect to decline the assignment, which will terminate the employee's entitlement to paid injury leave under this provision. If the employee is unable to return to full duty within twelve months, or if the employee retires, effectively relocates from the community, takes other employment, or otherwise takes an action that would effectively remove the employee's ability to return to service, the Employer's obligation under this provision shall terminate.
- G. The parties recognize that management may eliminate open leave slots in response to placing an employee on injury leave in order to reduce the impact of staffing shifts with overtime assignments.

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

- A. All unsafe equipment or working conditions that the employee cannot correct shall be immediately reported by the employee to the immediate supervisor.
- B. When the supervisor confirms the existence of an unsafe condition that cannot be immediately corrected, the supervisor shall reassign the employee to duties that are safe.
- C. The supervisor shall immediately inform the Fire Chief and Duty Officer in the event of a disagreement about the existence of an unsafe condition.
- D. The Fire Chief or a person designated by the Fire Chief shall request an immediate inspection by Employer's safety inspector or, if unavailable, another appropriate safety inspector.

- E. The opinion of the safety inspector shall be the final determination on any disagreement as to the existence of an unsafe working condition.
- F. The Employer may require employees to submit written reports on unsafe equipment or working conditions that affect assigned duties.
- G. The allegation of unsafe working conditions shall not be a pretext to avoid assigned duties.

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

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

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

- H. When there are bargaining unit members eligible for preferential appointment under the provisions of this Article and Section, and bargaining unit members eligible for preferential appointment due to layoff, the most senior of the two bargaining unit members will be appointed.

## ARTICLE 10

### UNIFORMS, TOOLS AND EQUIPMENT

#### 10.1 - Uniforms & Equipment

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

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

The following equipment shall be provided:

- Two lengths of webbing
- Wooden Door Chocks
- Helmet-mounted Flashlight
- Right-angle Flashlight
- Two Spanner Wrenches
- Utility gloves

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

All equipment must meet NFPA or industry standards. Employees may make recommendations to the Fire Chief or the Fire Chief's designee through their chain of command on preferred brands or models. The Fire Chief shall retain final approval for the purchase of equipment.

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

### **10.2 – Wearing of Uniform**

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

### **10.3 - Tool Allowance**

- (a) Automotive mechanics who are required in writing by the Employer to provide their own hand tools will be paid an annual allowance of \$1000.00 for the purchase, replacement, and repair of their own hand tools.
- (b) For current employees, the specified annual amounts shall be paid in advance by separate check to each employee during the month of July, except those 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. These employees shall receive their tool allowance with the first full paycheck after their return to paid status. The tool allowance will be prorated according to the employee's anticipated work schedule, e.g., a seasonal employee who is budgeted to work for 7 months will receive 7/12 of the total relevant allowance.
- (c) New employees shall receive the relevant, pro-rated amount based upon what month they were hired within the fiscal year, e.g., an employee hired in October shall receive 9/12 of the total relevant allowance. This amount shall be included in the paycheck issued after the first full pay period.

### **10.4 - Repayment to Employer**

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

- A. 100% if service is less than 13 weeks;
- B. 75% if service is 13 weeks or greater but less than 26 weeks;
- C. 50% if service is 26 weeks or greater but less than 39 weeks;
- D. 25% if service is 39 weeks or greater but less than 52 weeks.



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

Tools, equipment, security and access badges or cards, and any other property items issued by the Employer remain the exclusive property of the Employer and shall be used only in the performance of assigned job duties. The employee shall reimburse the Employer at replacement value for any tools, equipment or property items not returned to the Employer.

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

The Employer will provide the following:

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

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

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

All other items are the responsibility of the employees.

### **10.7 – Facilities**

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

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

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

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

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

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

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

## **ARTICLE 11**

### **HOURS OF WORK**

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

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

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

##### **B. Shift Trades**

1. Department employees may voluntarily trade duty hours when approved. Such an agreement is a voluntary transaction between employees only.
2. Shift Trades are subject to the approval of the Fire Chief or the Fire Chief's designee, and in accordance with Department policy. Employees may trade scheduled shifts or portions of scheduled shifts with other employees. Time traded shall not be added to or subtracted from actual hours worked related to the Fair Labor Standards Act overtime threshold.
3. Management is not responsible for any time owed or banked between staff because of trades. Management will remain at "arm's length" in trade arrangements.
4. The Fire Chief or the Fire Chief's designee responsible for approving the shift trade will ensure the following conditions are met prior to approving the shift trade request:

- a. No additional costs are accrued as a result of the proposed shift trade with the exception of “Acting” pro pays. i.e. Minimum staffing needs are met and no overtime will result.
  - b. The employee accepting the shift trade will not work a total of 72 continuous hours.
5. The Fire Chief or Fire Chief’s designee may choose to waive the requirements in 4 (a) and (b) in times of need as long as it is in the best interest of serving the community, taking into consideration run volume, as well as other factors.
6. Approval of all trades by the Fire Chief or the Fire Chief’s designee is required prior to the shift trade taking place.
7. Shift trades will be requested, accepted, and approved in a manner designated by the Employer. Every effort shall be made to request the shift trade at least 20 hours in advance of the trade; however, the responsible duty officer for the affected shift may approve the shift trade request with less notice if extenuating circumstances exist.
8. Employees engaging in shift trades may exchange personal leave in lieu of working the owed trade day. The employee may opt to transfer leave hours from their account to the leave account of the person who assumed the trade. Each hour transferred between employees shall not undergo any monetary conversion based on employee pay rates.
9. Once the shift trade has been accepted, the employee assuming the shift trade is responsible for working the shift. In the event of illness of the employee assuming the shift trade, the call-in procedures will be followed. However, the employee normally scheduled to work that day will be charged personal leave.
10. Trades are a privilege, not a right. Trades may be affected by disciplinary action.

**C. Temporary Assignment**

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

Employees temporarily assigned to a thirty-seven and one-half (37.5) hours or forty (40) hours per week schedule are not eligible for holiday pay. Scheduled work on a recognized holiday at

the discretion of the Fire Chief or his designee may either be worked, reassigned to another day within the pay period so as to not accrue overtime, or be assigned to use leave.

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

#### **A. Definition**

Employees not assigned to the twenty-four-hour rotating shift schedule shall be assigned to work a schedule established by the Fire Chief or the Fire Chief's designee for the benefit of the department that equates to thirty-seven and one-half (37½) or forty (40) hours per week.

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

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

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

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

- A. Any training time and/or applicable travel time that exceeds the number of hours that the employee would normally have worked, and that occur during the days assigned to training, shall be paid at the overtime rate of time and one-half (based on the employee's current rate of pay).
- B. Assignment to a temporary training schedule shall not exceed twenty-eight (28) days in the Employer's fiscal year.
- C. The provisions of this Article shall not prohibit Letters of Agreement regarding specialized training opportunities.

### **11.4 – Scheduling of Overtime**

#### **A. General**

- 1. Overtime under this section applies to shift coverage overtime. Shift coverage overtime is overtime that fills an on-duty slot. (e.g. coverage for sick leave, workers'

compensation absences, FMLA absences, or minimum staffing). Overtime assignment procedures under this section do not apply to emergency hold-over or emergency call-back overtime. Those assignments will be made in the most expeditious manner possible.

2. The Employer maintains the right to create, maintain, and implement the overtime schedule in a manner consistent with the remainder of this article.
3. An employee may elect to be removed from consideration for shift coverage overtime on an annual basis; however, all employees are subject to the Mandatory Overtime assignments as prescribed in this agreement.
4. If there are no employees available to cover the shift under the processes in 11.4.B and 11.4.C, the Fire Chief or the Fire Chief's designee may choose to assign overtime to a qualified employee of their choosing.

**B. Voluntary Overtime**

1. The Employer will maintain a list of employees for the purpose of offering voluntary shift coverage overtime opportunities.
  - a. Each calendar year on January 1<sup>st</sup>, each employee will have their shift coverage overtime worked totals be reset to zero hours. The list shall start each year in order of seniority, with the most senior employee at the top of the list.
  - b. Voluntary Overtime will be offered to the first qualified member on the top of the overtime list. If they refuse the offer, the assignment will be offered to the next qualified person on the overtime list, and then progressively down the list until the assignment is accepted.
  - c. When an employee works a voluntary overtime assignment, the number of hours they work will be credited to them and they will move down the list, so that the person with the most number of voluntary overtime hours is at the bottom of the list.
  - d. Notwithstanding the provisions above, the Employer maintains the right to determine if specific qualifications are necessary, or work hour restrictions should be imposed when offering voluntary shift coverage overtime. The Fire Chief or the Fire Chief's designee may also consider job classification, position status, employment status, or other work-related factors when determining if a member is qualified to be offered a voluntary shift coverage overtime assignment.
2. In the event a current voluntary shift coverage overtime list cannot be obtained in time to meet minimum staffing requirements, the seniority list will be used.

**C. Mandatory Overtime**

1. If unable to meet the minimum staffing needs of the Department with voluntary overtime, mandatory overtime will be assigned.
2. The Employer will maintain a list of employees for the purpose of assigning mandatory overtime.
  - a. Each calendar year on January 1<sup>st</sup>, each employee will have their mandatory coverage overtime worked totals be reset to zero hours. The list shall start each year in order of seniority, with the least senior employee at the top of the list.
  - b. Mandatory Overtime will be assigned to the first qualified member on the top of the mandatory overtime list.
  - c. The mandatory overtime will not be assigned to the least senior person on the off-going shift if any of the following are applicable:
    - (i) The designated person is to begin scheduled leave or trade on their next regular shift.
    - (ii) The designated person has just completed a 48 hour shift.
    - (iii) The designated person locates a qualified person who will take the assignment.
    - (iv) The designated person is ill, injured, or has a previously scheduled medical appointment. A physician statement will be required.
  - d. When an employee works a mandatory overtime assignment, they will be excused from another mandatory shift until all on the mandatory list have been rotated through, working mandatory overtime. Notwithstanding the provisions above, the Employer maintains the right to determine if specific qualifications are necessary, or work hour restrictions should be imposed when assigning mandatory overtime. The Fire Chief of the Fire Chief's designee may also consider job classification, position status, employment stats, or other work-related factors when determining if a member is qualified when assigning mandatory overtime.
  - e. If a qualified employee is not assigned to the shift that needs to be covered under Article 11.4(C) and no employees have voluntarily chosen to cover the shift, the Fire Chief or the Fire Chief designee may choose to fill the shift in accordance with CCFR Policy.

#### **D. Cancelling Overtime**

Once the need for overtime is no longer necessary per the minimum staffing requirements of the Department, and an employee is assigned to work overtime, the overtime assignment may be cancelled.

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

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

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

Employees assigned to work a forty two hour schedule will normally be assigned to work three twelve-hour shifts, have four days off, work four twelve-hour shifts and have three days off. Employees assigned to this schedule will have a 40 hour FLSA workweek.

### **ARTICLE 12**

#### **TRAINING**

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

The Employer shall pay for registration, tuition, textbooks and other course fees and materials incurred when an employee attends approved training.

##### **12.2 – Training Schedule**

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

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

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

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

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

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

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

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

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

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

### **12.4 - Employee Requested Training**

This section applies when an employee wants to attend a course, seminar, workshop, correspondence course or other type of training that is not required by the Employer. Costs paid for by the employer may include registration, tuition, or other course fees. The employee will pay for textbooks and other materials that remain the property of the employee. In order for the Employer to pay for the training, the employee must make written application and enter into a repayment agreement in accordance with the Personnel Rules. When possible, requests made under this section should be made annually by January 10 to accommodate the budget process.

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



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

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

## **ARTICLE 13**

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

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

Members shall be paid in accordance with the pay schedule contained in Appendix B based on agreed upon conversion terms.

#### **13.2 - Merit Steps**

- A. Merit increases are earned after a merit anniversary date is established, and when a permanent employee meets the appropriate number of hours and months of continuous service, and achieves an overall performance evaluation of “Acceptable” or better. Merit anniversary dates shall not change once established.
- B. A permanent employee is eligible for steps 2 through 6, after 12 months of continuous service.
- C. A permanent employee is eligible for steps 7 through 13, after 24 months of continuous service
- D. A merit increase shall be automatically awarded to a permanent employee on the employee’s merit anniversary date, unless the employee has been notified that management has performance concerns that may adversely affect the granting of an increase.

#### **13.3 – Promoted Employee**

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

### 13.3.5 – Probationary Period

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

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

### 13.4 - Overtime

- A. Except as provided in Hours of Work - Article 11, overtime shall be paid for all hours assigned or permitted to work outside the regularly scheduled hours of work. The overtime rate of pay is time and one-half (1 ½) an employee's regular hourly rate, except as provided in J below.
- B. Employees assigned to a thirty-seven and one-half (37 ½) hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day.
- C. For Employees assigned to a fifty-six (56) hour workweek, the minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in quarter of an hour.
- D. For thirty-seven and one-half (37 ½) or forty (40) hour workweek employees, overtime shall be calculated in quarter of an hour increments.
- E. The minimum call out shall be for two hours paid at the appropriate hourly rate. Employees called back to duty shall be required to remain on duty for a minimum of two hours, unless released by the Duty Officer or Fire Chief.
- F. Full time, year-round permanent/probationary employees required to be transported by non-scheduled aircraft in the course of providing emergency services shall be paid at their appropriate rate of pay and receive professional pay in accordance with Article 13.11.
- G. For pay related to training, see Hours of Work – 11.3. Also, see 12.3.
- H. Emergency Call Back: Employees are authorized to respond automatically to All Call incidents and will be compensated a minimum of two hours call back per 13.4(E), or actual hours worked if the time worked exceeds two hours.
- I. Employees assigned to a forty-two hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day. The minimum overtime

shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in quarter of an hour increments.

- J. Full time, year round, permanent/probationary employees working mandatory overtime shifts to cover for a seasonal Firefighter/EMT 1 work will be paid 2x their hourly rate of pay for all hours worked in that assignment.
- K. The employer will endeavor to provide overtime opportunities in an equitable fashion to bargaining unit members.
- L. Probationary employees are eligible for overtime after successfully passing the EMS preceptor part of their probation for EMS and firefighting positions.
- M. Temporary employees will be placed on the OT eligibility list in such a fashion as to allow permanent employees the first opportunity to refuse voluntary overtime assignments.
- N. Overtime will be paid within the pay period that the overtime is worked.
- O. Salaried employees are not eligible for overtime.

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

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

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

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

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

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

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

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

### **13.6 - Acting at a Higher Range Pay**

An acting in a higher range appointment may be used to fill a permanent position with a current qualified employee while the regular employee is on leave or a position is vacant. The decision to appoint an employee into acting status shall be in writing prior to acting status beginning, and shall be at the sole discretion of the Fire Chief or the Fire Chief's designee.

An employee who is temporarily assigned the duties of a higher job classification for at least one shift, but not more than nine shifts, and who is qualified for the position, shall be paid according to the table in 13.11.

For acting assignments of 10 shifts or more, Article 13.11 does not apply, and the qualified employee shall be paid as if they are temporarily promoted into the higher level job classification. Members on the active promotional list will receive preference regardless of shift assignment.

An employee who is acting in a higher range is not eligible for the higher job class rate of pay when on leave. Leave time shall not reduce the overall duration of the acting in a higher range appointment.

Overtime eligible employees who are appointed to a higher level job class in a salaried position remain eligible for overtime pay.

### **13.7 - Standby Pay**

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

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

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

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

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

### **13.9 - Payday**

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

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

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

### **13.11 – Professional Pays**

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

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

Seasonal and Temporary employees are not eligible for Professional Pays.

Salaried employees are not eligible for Professional Pays.

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**Professional Pay Chart**

	<b>Professional Pay</b>	<b>Basis</b>	<b>%</b>
1.	Mechanics Certification: Fire Mechanic classification Only: Only one level may be paid.		
	1 Certificate	BWA	1%
	2 Certificates	BWA	1.5%
	3 Certificates	BWA	2%
2	Team Coordinator Pay: Technical Rescue Team, HazMat Team	BWA	2%
3.	Member, Technical Rescue Team Rope or Water	BWA	1%
4.	Member, Technical Rescue Teams: Rope and Water	BWA	1.5%
5	Member, HazMat Team	BWA	1%
6.	SCBA Technician	BWA	1%
7.	EMS Supply Coordinator	BWA	1%
8.	Associate's Degree	BWA	.5%
9.	Bachelor's Degree	BWA	1%
10.	Captain with Paramedic License	BWA	2%
11.	Engineer with Paramedic License	BWA	2%
12.	Peer Fitness Trainer	BWA	1%
13.	Volunteer Station Manager	BWA	2%
14	EMS Instructor	BWA	2%
15.	EMT III Expanded Scope	BWA	1%
16.	Volunteer Mentor	BWA	2%
17.	Advanced Paramedic	BWA	5%
18.	Preceptor Pay	AA	5%
19.	Acting in a higher range job classification	AA	5%
20.	Engineer or Captain covering as primary paramedic	AA	2%
21.	Medevac Flight Pay: amount calculated on bi-weekly pay (112.3 hours of Range 727, Step 6)	Per Flight	10%

BWA = Base Wage Adjustment

AA = As assigned

**Professional Pay Definitions:**

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

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

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

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

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

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

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

**Volunteer Mentor:** A bargaining unit member that is responsible for delivering training, monitoring compliance, and evaluating the performance, skills, and abilities of volunteers that are assigned to them.

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

Employees appointed to a seasonal position shall enter the pay range at Step 1. Once an employee has successfully completed his or her preceptorship, and is authorized to conduct independent patient care to the EMT I levels specified by CCF/R protocols, the employee will be eligible for an increase to step 2.

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

A seasonal employee is eligible for steps 7 through 13 after the equivalent of 24 months of continuous service at the prior step and an overall performance evaluation of "Acceptable" or better.

### **13.13 – End of Season Bonus**

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

### **13.14 – Paramedic Retention Bonus**

A bargaining unit member who is employed in a paramedic position shall be eligible for a one-time lump sum payment of \$25,000, in the manner described in this article, upon successful completion of the probationary period. To receive the paramedic retention bonus, the paramedic must sign a written agreement on an Employer provided form requiring pro-rated repayment according to the schedule set forth in this article if the paramedic resigns, is separated for cause, or takes a position in a different job classification where a paramedic certification is not required during the repayment period. The repayment schedule is as follows:

- (a) 100% if service in the paramedic job class is less than 12 months;
- (b) 80% if service in the paramedic job class is 12 months or greater but less than 24 months;
- (c) 60% if permanent service in the paramedic job class is 24 months or greater but less than 36 months;
- (d) 40% if service in the paramedic job class is 36 months or greater but less than 48 months;
- (e) 20% if service in the paramedic job class is 48 months or greater but less than 60 months.

“Service in the paramedic job class” for the purposes of this article is defined as service time after completing probation.

There shall be no more than three (3) paramedic retention bonus payments issued in a fiscal year. However, in fiscal year 2019, there shall be no more than four (4) paramedic retention bonus payments issued.

If there are more than the maximum number of paramedics eligible for a paramedic retention bonus in a fiscal year, seniority with CCFR will be considered in determining paramedic eligibility. Prior to March 15 of each year, the employer will present to the Union a list, in order of seniority, of employed paramedics who may become eligible for the paramedic retention bonus in the next fiscal year. Prior to March 31 of each year, the employer will contact the three most senior paramedics who may become eligible for a paramedic retention bonus in the next fiscal year and request a response by April 30 regarding intent to enter into an agreement to obtain a paramedic retention bonus. Based on the responses regarding intent received by the employer, the Employer will provide the union a preliminary list of those who will have the option of entering into an agreement to receive a paramedic retention bonus in the next fiscal year by May 31 of each year. If at any time, a more senior paramedic declines to enter into an agreement for a paramedic retention bonus or is not eligible for another reason, the next most senior paramedic will be provided the opportunity to express intent to enter into such agreement or enter in to such agreement, if eligible. If a paramedic turns down the opportunity to enter into an agreement to



receive a paramedic retention bonus, that paramedic shall remain on the eligibility list to be considered in the next fiscal year.

## **ARTICLE 14**

### **HOLIDAYS**

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

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

#### **14.2 - Holidays**

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

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

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

#### **14.3 – Alternate Day**

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

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

#### **14.4 – Holiday Pay**

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

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

### **ARTICLE 15**

#### **LEAVE**

##### **15.1 – Accrual Rates**

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

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1. Six and five tenth hours for each full biweekly period or work for employees with less than one year of service;
  2. Seven and four tenths hours for each full biweekly period or work for employees with one but less than two years or service;
  3. Eight and three tenths hours for each full biweekly period of work for employees with two but less than five years of service;
  4. Nine and three tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
  5. Eleven and one tenth hours for each full biweekly period of work for employees with ten or more years of service.
- C. Full time employees who are paid a salary accrue personal leave at the rate of:
1. .81 of a day for each full biweekly pay period of work for employees with less than one year of service;
  2. .93 of a day for each full biweekly pay period of work for employees with one but less than two years of service;
  3. 1.04 of a day for each full biweekly pay period of work for employees with two but less than five years of service;
  4. 1.16 of a day for each full biweekly pay period of work for employees with five but less than ten years of service
  5. 1.39 of a day for each full biweekly pay period of work for employees with ten years or more of service.
- D. Except as provided for in 15.1 (E), the personal leave accrual rates provided in this section recognize that, for all employees occupying Fire Captain, Firefighter/Paramedic, Engineer, and Firefighter/EMT positions, there are no holidays. The established accrual rates provide for the equivalent of twelve paid holidays. Permanent and probationary employees regularly assigned to a schedule of 24 consecutive duty hours followed by 48 consecutive non-duty hours shall accrue personal leave at the rate of:
1. 14.2 hours for each full biweekly pay period of duty for employees with less than one year of service;

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

### **15.2 – Unauthorized Leave**

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

### **15.3 – Leave Anniversary Date**

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

### **15.4 – Minimum Use**

Each employee shall take not less than one third of the leave accrued during the period beginning with the first day of the first pay period in January and ending with the last day of the pay period occurring fifty-two weeks later.

An employee shall be exempt from the minimum use requirement to the extent that such use would cause the employee's personal leave balance to be less than 348 hours (for 24/48 hour

regular duty shifts) or thirty days (for 37.5 hour workweeks). Cash in and transfer of leave is not counted towards minimum leave use.

### **15.5 – Maximum Accrual**

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

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

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

### **15.6 – Scheduling Leave**

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

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

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

### **15.8 – Transfer of Leave**

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

A. The recipient must either be:

1. an employee who is absent for a family/medical leave reason and is on Leave Without Pay, or

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

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

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

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

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

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

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

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

The Fire Chief, or the Chief's designee, may require a physician's statement or other acceptable proof that an employee's condition meets the requirements of this section before authorizing the use of personal leave.

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

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

#### **15.12 – Leave Without Pay**

- A. An employee who has been employed full time for the previous 26 weeks may be granted leave without pay provided the employee has no accrued personal leave and the granting of leave without pay does not cause any hardships to the CBJ beyond the benefits to be gained by granting leave.
- B. Leave without pay in excess of 152 hours (for employees with a 24/48 hour duty schedule) or twenty days (for employees working a 37.5 or 40 hour workweek) in a calendar year must be approved by the City Manager unless it is for reasons related to Family/Medical Leave.
- C. An employee who has been employed for the previous 26 weeks and has no accrued personal leave will be granted leave without pay for Family/Medical Leave reasons. (See 15.14.)
- D. An employee who is paid a salary and who has no accrued personal leave will be advanced personal leave in increments of less than one day to prevent being charged leave without pay for less than one day. The maximum personal leave indebtedness for an employee who is paid a salary is two days.

### **15.13 – Family/Medical Leave**

Administrative Policy 08-03R on Family Medical Leave, or any successor policy/policies applies to this Agreement.

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

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

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

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

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

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

### **15.16 – Court Leave**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

A parent or guardian of a student enrolled in a school or a licensed day care facility within the City and Borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's

teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same employee for conference regarding the same child. An employee must get written approval in advance for parent-teacher conference leave. A supervisor may grant parent-teacher conference leave only if that leave can be accommodated without imposing added costs, inefficiencies in the work place, or reduce staffing below minimum levels. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

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

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

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

B 21 days is equal to:

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

C 15 days is equal to:

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

D Administration.

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

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

### **15.21 – Leave While on Temporary Assignment**

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

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

### **15.22 – Seasonal Leave**

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

## **ARTICLE 16**

### **HEALTH BENEFITS AND EMPLOYEE WELLNESS**

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

#### **16.1 - Employer Contribution**

##### **A. Tiered Health Care Program**

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

##### **B. Employer Contribution Amounts**

- (1) Effective July 1, 2019, the employer's contribution rate shall be \$1325.00

per month per full-time, eligible employee.

(2) Effective July 1, 2020, the employer's contribution rate shall be \$1390.00 per month per full-time, eligible employee.

(3) Effective July 1, 2021, the employer's contribution rate shall be up to \$1460.00 per month per full-time, eligible employee.

### **C. Healthy Reward Premium Offset**

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

### **16.2 – Benefit Levels**

- A. The eligibility of the employees and their dependents for coverage and the precise benefits to be provided shall be as set forth in the tiered insurance benefit plan written and maintained by the City and Borough for that purpose.
- B. The Employer shall provide written notice to the Union of changes to the level of health insurance benefits at least sixty (60) days prior to implementation.

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

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

### **16.4 - Cost Containment**

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

### **16.5 - Health Committee**

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

### **16.6 - Wellness Program**

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

## **ARTICLE 17**

### **RETIREMENT**

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

## **ARTICLE 18**

### **GRIEVANCE and COMPLAINT PROCEDURE**

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

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

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

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

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

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

### **18.3 – Grievance Procedural Steps**

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

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

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

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

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

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

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

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

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

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

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

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

#### **18.4 – Complaint Defined**

A “complaint” is defined as: (1) any controversy, dispute, or disagreement arising between the Union or an employee(s) and the Employer that does not concern the application or interpretation of the terms of this agreement. Such matters are not included in the definition of grievance as set out in this article.

#### **18.5 – Complaint Procedural Steps**

The following shall be the sole means of settling complaints.

All complaints shall be processed on the complaint forms provided by the Employer. A complaint form is attached to this contract as “Appendix D.”

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

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

The complaint will state the facts from which it arises, the rules, procedures or conditions which should be considered and the remedy requested. Adjustments to complaints shall not conflict with this agreement or applicable written policies, laws or regulations.

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

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

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

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

#### **18.6 – Days Defined**

"Days" is defined as calendar days.

#### **18.7 – Extension of Time**

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



## **ARTICLE 19**

### **PERSONNEL RULES**

#### **19.1 – Continuation**

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

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

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

#### **19.3 – Letter of Agreement**

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

## **ARTICLE 20**

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

#### **20.1 – Promotional Testing**

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

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

## **20.2 – Special Teams Appointment**

An employee who joins a special team must remain active on that team for a minimum period of 24 months. A special team professional pay will take effect the beginning of the pay period following the approval of the team coordinator. Special team members who resign from a team must present a signed and dated letter of resignation to the Fire Chief. The Fire Chief may waive notice and service requirements for circumstances outside of the employee's control.

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

## **20.3 – Voluntary Demotions**

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

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

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

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

# **ARTICLE 21**

## **BARGAINING UNIT SENIORITY**

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

**A)** The employees shall begin accumulating bargaining unit seniority the day of hire, following the provisions below. It will be the responsibility of the bargaining unit, with assistance from administrative staff and the Human Resources department, to maintain the current seniority list, as agreed upon by this contract.

- 1) Year-round permanent employees who are members of the bargaining unit shall accumulate seniority continuously, so long as they do not enter into a period of leave or layoff greater than 2 years.

- 2) Seasonal employees who are members of the bargaining unit shall only accumulate seniority during their regularly scheduled seasonal work months.
- 3) Long-term temporary employees shall accumulate bargaining unit seniority only for regularly scheduled hours worked.

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

### **21.2 – Impact of Seniority**

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

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

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

- 1) resignation;
- 2) layoff for a period of two (2) years or more;
- 3) failure of the Member to report for duty within thirty (30) days after notification of a recall from layoff;
- 4) abandonment of position (failure to report within three (3) days of scheduled duty); or
- 5) dismissal.

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

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

#### **21.4 – Retention of Seniority**

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

#### **21.5 – Application of Seniority**

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

### **ARTICLE 22**

#### **PUBLISHING 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 published online. The Employer shall be responsible for arranging for the online publishing of the Agreement.

### **ARTICLE 23**

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

##### **23.1 – Subordination**

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

### **23.2 – Savings**

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

### **23.3 – Replacement**

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

## **ARTICLE 24**

### **CONCLUSION OF BARGAINING**

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

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

## **ARTICLE 25**

### **DURATION OF AGREEMENT**

#### **25.1 – Effective Dates**

Except as specifically provided otherwise, this Agreement becomes effective on July 1, 2019 and shall remain in effect through June 30, 2022.

#### **25.2 – Renewal**

Either party may give written notice on September 15, 2021, or anytime thereafter, of its decision to negotiate a successor agreement.

IAFF – CBJ Collective Bargaining Agreement  
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This Agreement is executed on this 14<sup>th</sup> day of October, 2019 by the duly authorized agents and representatives of the parties hereto, at Juneau, Alaska.

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

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

*Signature on file*  
Travis Wolfe, President

*Signature of file*  
Duncan Rorie Watt  
City Manager

IAFF Negotiation Team:

CBJ Negotiation Team:

*Signature on file*  
John Adams, Vice President

*Signature on file*  
Dallas Hargrave  
Chief Spokesperson

*Signature on file*  
Logan Balstad, Secretary

*Signature on file*  
Rich Etheridge  
Fire Chief

*Signature on file*  
Cheyenne Sanchez, Steward

*Signature on file*  
Chad Cameron  
Assistant Fire Chief

*Signature on file*  
Dan Jager  
Fire Marshal

*Signature on file*  
Shannon McCain  
Note Taker, Negotiator

**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)



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**Appendix “B”**

**Pay Schedules**

Effective on 7/8/19 or upon agreed upon conversion date

Range	Pay Type	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
722	56 Hour	14.64	15.52	16.40	17.28	18.15	19.03	19.62	20.20	20.79	21.37	21.96	22.55	23.13
722	40 Hour	20.55	21.79	23.02	24.25	25.48	26.72	27.54	28.36	29.18	30.01	30.83	31.65	32.47
723	56 Hour	15.56	16.49	17.42	18.35	19.29	20.22	20.84	21.47	22.09	22.71	23.33	23.95	24.58
723	40 Hour	21.84	23.15	24.46	25.77	27.08	28.39	29.26	30.13	31.01	31.88	32.76	33.63	34.50
724	56 Hour	16.47	17.46	18.45	19.43	20.42	21.41	22.07	22.73	23.39	24.05	24.71	25.36	26.02
724	40 Hour	23.12	24.51	25.90	27.28	28.67	30.06	30.98	31.91	32.83	33.76	34.68	35.61	36.53
725	56 Hour	17.39	18.43	19.47	20.51	21.56	22.60	23.30	23.99	24.69	25.38	26.08	26.77	27.47
725	40 Hour	24.41	25.87	27.33	28.80	30.26	31.73	32.70	33.68	34.66	35.63	36.61	37.59	38.56
726	56 Hour	18.30	19.40	20.50	21.59	22.69	23.79	24.52	25.25	25.99	26.72	27.45	28.18	28.91
726	40 Hour	25.69	27.23	28.77	30.31	31.86	33.40	34.43	35.45	36.48	37.51	38.54	39.56	40.59
727	56 Hour	19.22	20.37	21.52	22.67	23.83	24.98	25.75	26.52	27.29	28.05	28.82	29.59	30.36
727	40 Hour	26.97	28.59	30.21	31.83	33.45	35.07	36.15	37.23	38.30	39.38	40.46	41.54	42.62
728	56 Hour	20.13	21.34	22.55	23.75	24.96	26.17	26.97	27.78	28.58	29.39	30.20	31.00	31.81
728	40 Hour	28.26	29.95	31.65	33.35	35.04	36.74	37.87	39.00	40.13	41.26	42.39	43.52	44.65
729	56 Hour	21.05	22.31	23.57	24.83	26.10	27.36	28.20	29.04	29.88	30.73	31.57	32.41	33.25
729	40 Hour	29.54	31.32	33.09	34.86	36.63	38.41	39.59	40.77	41.95	43.13	44.32	45.50	46.68
730	56 Hour	21.96	23.28	24.60	25.91	27.23	28.55	29.43	30.30	31.18	32.06	32.94	33.82	34.70
730	40 Hour	30.83	32.68	34.53	36.38	38.23	40.08	41.31	42.54	43.78	45.01	46.24	47.48	48.71
731	56 Hour	22.88	24.25	25.62	26.99	28.37	29.74	30.65	31.57	32.48	33.40	34.31	35.23	36.14
731	40 Hour	32.11	34.04	35.97	37.89	39.82	41.75	43.03	44.32	45.60	46.88	48.17	49.45	50.74
732	56 Hour	23.79	25.22	26.64	28.07	29.50	30.93	31.88	32.83	33.78	34.73	35.69	36.64	37.59
732	40 Hour	33.40	35.40	37.41	39.41	41.41	43.42	44.75	46.09	47.42	48.76	50.10	51.43	52.77

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

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

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

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<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
18 PR 025	Increased Responsibilities Differential	Replaced by Agreement	Article 13.6
18 PR 026	Temporary Supervision Pay	Replaced by Agreement	Article 13.6
18 PR 027	Health Benefits and Employee Wellness	Replaced by Agreement	Article 16
18 PR 030	Uniforms	Replaced by Agreement	Article 10.1 & 10.2
18 PR 035	Tool Allowance	Replaced by Agreement	Article 10.3
18 PR 037	Repayment to Employer	Replaced by Agreement	Article 10.4
18 PR 040	Travel Reimbursement	Applies	
18 PR 045	Mileage and Vehicle Allowance	Applies	
18 PR 050	Awards	Applies	
18 PR 055	Reimbursement of Interview Travel Expenses	Applies	
18 PR 060	Relocation Expense	Applies	
Rule 19	Eaglecrest Ski Area Pay	Entire Rule does not apply	
Rule 20	Definitions	Entire Rule applies	

**Appendix “D”**

STEP \_\_\_\_\_

GRIEVANCE/COMPLAINT FORM  
IAFF/CBJ

1. \_\_\_\_\_ 2. \_\_\_\_\_  
Name of Employee Employee Number
3. \_\_\_\_\_ 4. \_\_\_\_\_  
Division/Shift Work phone Number
5. \_\_\_\_\_ 6. \_\_\_\_\_  
Supervisor’s Name Work phone Number
7. \_\_\_\_\_ 8. \_\_\_\_\_  
Date Occurred Date discussed with Supervisor
9.  Complaint  Grievance

If a grievance, list which article(s) and section (s) are alleged to have been violated:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**Appendix “E”**

LETTER OF AGREEMENT

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

LOA#: 13-I-05

Re: IAFF member participation in MERP

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

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

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

FOR THE CITY AND BOROUGH  
OF JUNEAU:

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

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

FOR THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 4303:

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

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