

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**CITY AND BOROUGH OF JUNEAU, ALASKA**

**and**

**PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.**

**July 1, 2013 - June 30, 2016**

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**CITY AND BOROUGH OF JUNEAU, ALASKA**

**and the**

**PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.**

**July 1, 2013 - June 30, 2016**

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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 (Employer) and the Public Safety Employees Association (Association); promote efficiency and economy in service to the people of Juneau; and to record those agreements between the Employer and Association on matters of wages, hours and other terms of employment.

## **ARTICLE 2**

### **RECOGNITION**

#### **2.1 – Recognition**

The Employer hereby recognizes the Association as the sole and exclusive representative for Police Officers, Police Sergeants, Paid Reserve Officers, Public Safety Dispatchers, Lead Public Safety Dispatchers, Community Service Officers, Community Service Officers Supervisor, Administrative Assistants in the Records Unit, the Evidence and Property Specialist and Technician positions and the Investigations Support Specialist in Special Operations Unit for purposes of collective bargaining.

#### **2.2 – Exclusive Representation**

- A)** The Employer will not negotiate or handle grievances with any individual or with any organization other than PSEA or its designee with reference to terms and conditions of employment of Members in the Bargaining Unit. When individuals or organizations other than the Association or its designee request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to PSEA. The Association, or its designee, will advise any individuals or organizations seeking to negotiate or handle grievances that PSEA is the exclusive representative of Members of the Bargaining Unit and will be the only representative to approach the Employer on these matters.
- B)** Nothing contained herein shall be construed to, in any way, deprive Employees of rights as provided by law.

## **ARTICLE 3**

### **MERIT PRINCIPLES**

#### **3.1 – Merit Principles**

The parties agree that it is their mutual intent to strengthen merit principles of employment in the Bargaining Unit.



### **3.2 – Discrimination Prohibited**

The Employer and the Association agree to comply with all federal, state, and local laws, rules and regulations prohibiting harassment or discrimination against any person in regard to all aspects of employment, Association representation and Association membership because of race, religion, color, national origin, age, mental or physical disability, sex, marital status, changes in marital status, pregnancy or parenthood.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

- 4.1** Except, and only to the extent that specific provisions of this Agreement expressly provide otherwise, it is agreed that the Employer has, and will continue to retain regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect as defined under CBJ 44.10.130 and other applicable laws.
- 4.2** The exercise of management rights does not preclude the Association from consulting with, raising grievances about, or negotiating where required, over the impact that the exercise of management rights have on wages, hours and other terms and conditions of employment.

## **ARTICLE 5**

### **ASSOCIATION SECURITY AND ACTIVITIES**

#### **5.1 – Association Security**

It shall be a condition of employment that all Employees covered by this agreement become and maintain Association membership or pay a non-Association service fee.

#### **5.2 – Limitations**

Association dues or a service fee may not be required of an Employee who is appointed under the terms of 5 PR 015(a) and (d), or whose regular work schedule does not exceed eighteen (18) hours per week. Paid Reserve Officers and On-call Dispatchers appointed under the terms of 5 PR 020(a) shall pay Association dues or a service fee for each month in which they are scheduled to work beyond 18 hours in any given week.

#### **5.3 – Religious Exemption**

Employees whose bona fide religious convictions preclude the payment of Association dues or fees shall pay an amount equivalent to such dues or fees to the union. The Union shall contribute the money to a charitable organization of its choice not affiliated with a religious, labor, or employee organization. The charitable organization and the manner of payment shall be provided to the objecting Employee by the Association.

#### **5.4 – Payroll Deductions**

The Employer shall make all appropriate deductions, including dues or service fees from the pay of those Employees who have presented the Employer with a signed authorization for the deduction. These deductions shall be forwarded to the Association within ten (10) days.

#### **5.5 – Association and Employee Activities**

Association activities are governed by CBJ 44.10 and are not subject to negotiation by the parties. Neither the Association nor the Employer will discriminate against or harass Association or non-Association Members protected under law.

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

Notwithstanding the provisions of 16 PR 005, the Employer shall provide non-public space for the posting of Association notices on existing bulletin boards, which are primarily for Member information.

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 Police Department or the performance of the Member's duties.

#### **5.7 – Association Representative**

- A)** The Public Safety Employees Association, located in Anchorage, shall have a representative who shall be authorized to speak for the Association in all matters covered by this Agreement. The President of the Juneau Police Department Employees Association shall be authorized to speak as a representative of first contact for the Association in all matters covered by this Agreement.
- B)** Association representatives shall be permitted to visit any site at which bargaining unit Members are working, provided visitation is in compliance with security procedures and does not unreasonably interfere with the Employees' work. Non employee Association Representatives shall notify the Chief of Police or his or her designee when visiting the building.

#### **5.8 – Association Steward**

- A)** A steward may be appointed from among the Members of the Employer at any time by the Association. The Association will notify the CBJ Human Resources Director and the Police Chief in writing within forty-eight (48) hours of such appointments and when the Member is no longer the steward.
- B)** When requests, complaints, grievances, or any other business in which the CBJ has an interest cannot be handled during non-working hours, the steward may process same during working hours without loss of compensation. Such time must be approved in advance by the steward's supervisor. Such requests will not be unreasonably denied.

## **5.9 – Association Security Compliance**

On the written demand of the Association, any Employee who has been employed for more than sixty (60) days and is not in compliance with 5.1 of this Article shall be separated by the Employer provided 5.2 or 5.3 does not apply. The Employer must provide written notice to the Employee thirty (30) days prior to separation.

## **5.10 – Employee Status Notifications**

The Employer shall notify the Association within seven (7) days of the name, address and date of hire for any new Employee. Further, the Employer shall notify the Association within seven (7) days of the name of any Employee who has separated from employment.

## **5.11 – Employee Orientation**

Within the first four (4) months of employment, the Chapter President or the Chapter Steward shall have one (1) hour of each new Employee's on-duty time, by prior arrangement with the Employees' immediate supervisor, to discuss matters pertaining to this Agreement and Association representation. The Employer may arrange for several Employees to attend the one-hour session at the same time upon prior notice to the Chapter President.

# **ARTICLE 6**

## **LEAVE**

### **6.1 – Accrual Rates for 40-Hour Workweek**

All permanent and probationary Members assigned to a forty (40)-hour per week work schedule accrue personal leave in lieu of annual leave and sick leave. The personal leave accrual rate for each Member shall be as follows:

- A)** for Members with less than one year of service, 6.5 hours leave accrual for each full biweekly period of duty;
- B)** for Members with one, but less than two years of service, 7.4 hours leave accrual for each full biweekly period of duty;
- C)** for Members with two, but less than five years of service, 8.3 hours leave accrual for each full biweekly period of duty;
- D)** for Members with five, but less than ten years of service, 9.3 hours leave accrual for each full biweekly period of duty; and
- E)** for Members with ten or more years of service, 11.1 hours leave accrual for each full biweekly period of duty.

### **6.2 – Less Than 40-Hour Workweek Schedule**

Permanent and probationary Members assigned to a work schedule of less than forty (40) hours per week shall accrue leave on a prorated basis. The formula for the prorated

basis shall be the number of regularly scheduled hours per week divided by forty (40), the result of which is then multiplied by the biweekly leave accrual rate as determined by years of service and rounded to the nearest one-tenth of an hour.

### **6.3 – Unauthorized Leave**

A Member who is absent without authorized leave shall not accrue leave for that pay period in which the unauthorized leave occurred. The Employer may take additional disciplinary action for the unauthorized leave. Such discipline may be subject to just cause review by the grievance process.

### **6.4 – Leave Anniversary Date**

Changes in the leave accrual rate as provided in 6.1 take effect on the first day of the pay period immediately following the date on which the Member completes the prescribed period of service.

### **6.5 – Minimum Leave Usage**

- A)** Each Member shall take not less than one-third of 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 last pay period occurring fifty-two (52) weeks later.
- B)** Members shall be exempt from the minimum use requirement to the extent that such use would cause a Member's personal leave balance to be less than two hundred and forty (240) hours for Members assigned to a forty (40)-hour per week schedule. Members assigned to a work schedule of less than forty (40) hours per week are exempt from the minimum use requirement in the amount equal to their normally assigned work week hours multiplied by 4.2.
- C)** The Police Chief may direct a Member to take personal leave when such action is necessary to assure that the Member takes the minimum required.
- D)** If a member is denied the opportunity to take sufficient leave to meet the minimum usage requirement, the remaining use or lose balance will be carried over to the following year.

### **6.6 – Maximum Accrual**

Leave accrued, but not used, shall accumulate to a maximum of not more than the equivalent of one thousand five hundred (1500) hours for forty (40)-hour week Members on the first day of the first pay period in January. Leave in excess of the maximum accrual shall be paid to the Member at the Member's regular rate of pay. Members assigned to a work week of less than 40 hours shall have the maximum leave accrual prorated accordingly.

### **6.7 – Transfer of Leave**

- A)** Members may be allowed to transfer a maximum of two hundred forty (240) hours or fifty (50) percent of their accrued personal leave, whichever is less, provided such transfer does not reduce the donor's leave balance to less than 168 hours for

members assigned to a 40 hour workweek. For members working less than 40 hours per week, the 168 hour balance will be prorated accordingly.

- B)** The recipient must be:
- 1) an Employee who is absent from work for a reason that would be family/medical leave qualifying and is on Leave Without Pay; or
  - 2) the family member of a deceased Employee; or
  - 3) an Employee who is absent due to the death of an immediate family member and who is on Leave Without Pay; or
  - 4) an Employee who is on approved military or emergency service leave per 11 PR 100 and is in Leave Without Pay status.
- C)** Personal leave donated for use by another Employee may not be credited toward the donor's minimum leave use requirement.
- D)** Unused donated leave will be returned to the donor.
- E)** All future rights to compensation for donated personal leave are waived by the donor unless the leave is returned to the donor.
- F)** Leave donated to another Employee shall be given a cash value by multiplying the number of hours donated by the regular hourly pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient and the recipient's medical leave bank shall be credited with that number of hours, which is the result of the calculations.

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

It is a mutual responsibility of the Member and the supervisor to schedule leave so that a Member has the opportunity to take the required minimum amount of leave to be used.

A Member may take personal leave at any time that business permits with the prior approval of the Police Chief or the Police Chief's designee. If business permits, management shall endeavor to allow at least one person per shift to be on leave at any given time.

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

- A)** A Member may take personal leave for medical reasons when the Member is sick or disabled to the extent that the Member cannot attend to their regular duties or an alternate duty assignment.
- B)** A Bargaining unit Member may take personal leave for medical reasons when the illness, disability or death of a member of the Member's immediate family requires the attendance of the Member.

- C) A Bargaining unit Member may take up to the equivalent of ten work days of unscheduled personal leave because of the death of a member of the Member's immediate family. The amount of leave may be increased by mutual agreement.
- D) The Employer may require written documentation or other acceptable proof that a Member's condition meets the requirements of 6.9 before authorizing the use of leave.

#### **6.10 – Leave Without Pay**

- A) A Member may be granted leave without pay provided they have exhausted their personal leave and the granting of such leave will not cause the Employer any business hardships.
- B) A Member on Leave Without Pay for any reason other than an approved Family/Medical Leave absence will reimburse the employer for the cost of insurance during the period of Leave Without Pay. See 11.1.
- C) Leave without pay in excess of twenty (20) workdays in any calendar year shall require the prior approval of the Manager.

#### **6.11 – Cancellations of Authorized Leave Without Pay**

The Police Chief may cancel authorized leave without pay in those instances that a Member was granted leave for a specific purpose and the Employer finds that the Member is using the leave for purposes other than those specified at the time of approval. Such cancellation shall be in writing and delivered to the Member or mailed to the Member's last known address.

#### **6.12 – Effects of Leave Without Pay**

- A) During any pay period that a Member is charged with leave without pay, that Member shall accrue personal leave on a prorated basis the same as a part time Member.
- B) The leave anniversary date and the merit anniversary date of a Member shall be set forward one (1) pay period for each leave of absence without pay covering a full pay period and for each accumulation of the equivalent of ten (10) work days of leave without pay in any calendar year.

#### **6.13 – Jury Leave**

- A) A Member who is called to serve as a juror is entitled to jury leave.
- B) A Member on authorized jury leave shall give the Employer all monies received from the court as compensation for services and the Member shall be paid their regular wage while on jury leave.
- C) Jury leave shall be supported by written documents such as the Court Clerk's Statement of Attendance.
- D) Schedule Adjustments for Jury Duty:

1) A Member who is called to jury duty on an assigned workday during his or her assigned shift shall report to jury duty and return to work to complete his or her shift if released from jury duty prior to the end of his or her normal shift schedule.

2) A Member who is called to jury duty on an assigned work day, but outside of his or her regular shift times shall report to jury duty. The member shall be allowed a full eight hours of rest prior to reporting to duty. In this case, the member shall be paid his or her regular rate of pay from the beginning of his or her assigned shift until the eight hour rest period has concluded and the member reports to duty.

3) A member who is called to serve on a jury on an assigned work day, but outside his or her regular shift times shall report to jury duty. The member will be excused from work with pay for each full day of jury duty the employee serves provided the employee was otherwise scheduled to work. If a member completes his or her jury duty service prior to 1:00 p.m. on the last day of service, the member shall be allowed a full eight hours of rest prior to reporting to duty. In this case, the member shall be paid his or her regular rate pay from the beginning of his or her assigned shift until the eight hour rest period has concluded and the member reports to duty.

#### **6.14 – Military Leave**

See 11 PR 090 and 11 PR 095

#### **6.15 – Emergency Services Leave**

See 11 PR 100.

#### **6.16 – Maximum Paid Military and Emergency Services Leave**

See 11 PR 105.

#### **6.17 – Terminal Leave**

**A)** The Employer shall pay a Member terminal leave equal to the number of personal leave hours accumulated times the Member's normal hourly rate of pay, not later than seven days after the date of separation when the Member has provided thirty (30) days advance notice of separation.

**B)** If a separated Member is re-employed prior to the expiration of the number of working hours paid for as terminal leave, that Member 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 Member.

#### **6.18 – Immediate Family Defined**

Immediate family as used within this Article means spouse, domestic partner, child, father, mother, sister, brother, father-in-law and mother-in-law, including half, step and foster relationships.

### **6.19 – Association Leave**

- A)** There is hereby created an Association Leave Bank for the sole and exclusive use of the Association. The bank shall be administered and managed solely by the Association.
- B)** The first four hours of accrued personal leave of all new bargaining unit Members shall be transferred to the Association Leave Bank.
- C)** Upon request from the Executive Director of the Public Safety Employees Association or designee, or a Juneau Police Department Employees Association representative, the Employer shall transfer from one (1) hour to eight (8) hours from each Member's personal leave account to the Association Leave Bank. Such deductions are not credited toward the minimum personal leave use required of each Member.
- D)** Transfers of leave into the Association Leave Bank may not occur more than once each three (3) months, unless the Association and the Employer agree to another schedule or exception.
- E)** Leave placed in the Association Leave Bank shall be given a cash value by multiplying the number of hours deducted from the Member's leave balance by the regular hourly pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient to establish its value in hours as business leave.
- F)** The Association further agrees that the leave balance is not returnable to the personal leave accounts, not transferable to successor bargaining agents, and has no cash value upon decertification.
- G)** Requests for absences from duty for business leave shall be made by the JPDEA President or designee and addressed to the Police Chief.
- H)** Requests for absences for Association business shall not be unreasonably denied.

### **6.20 – Personal Leave Cash-In**

- A)** A Member may cash in personal leave in an amount not to exceed two hundred and forty (240) hours in a calendar year as long as the Member's personal leave balance after the cash-in is not less than one hundred sixty-eight (168) hours.

Should the member so desire, the member may roll the personal leave cashout into a deferred compensation account.

- B)** Administration:

- 1) Application for personal leave cash-in shall be made in writing to the Payroll Supervisor.
- 2) Leave cash-in requests must be for a minimum of 5 days.
- 3) Leave cash-in will be included in the employee's regular payroll check.



- 4) 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.
  - 5) The equivalencies established in subsection (A) shall be proportionately reduced for an employee assigned to work less than a full time schedule.
  - 6) Personal leave cash-ins does not count toward minimum leave use requirements.
- C)** In the case of demonstrated hardship, the Police Chief may authorize the cash-in of personal leave in excess of this section, as long as the Member's personal leave balance after the cash-in is not less than one hundred sixty-eight (168) hours.

### **6.21 – Family/Medical Leave**

The parties agree to abide by the requirements of federal and state law regarding Family/Medical Leave, the provisions of which are referenced in the CBJ Family/Medical Leave Policy appearing at Appendix A to the Personnel Rules.

### **6.22– Parent/Teacher Conference Leave**

A parent or guardian of a student enrolled in a school or a licensed day care facility within the city and borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same Bargaining unit Member for conferences regarding the same child. A supervisor may grant parent/teacher conference leave only in advance upon presentation by the Bargaining unit Member of written verification of the date and time of the conference and a written finding by the supervisor that the leave can be accommodated without imposing added cost or inefficiencies in the work place. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

### **6.23 – Injury Leave**

- A)** The Union and Employer jointly agree that the intent of this provision is to recognize the unique nature of police work and is meant to protect and support Public Safety 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 a Member for Worker's Compensation will not be covered under this provision and will be handled through the City's standard Workers' Compensation process.
- B)** Sworn Officers and Community Service Officers, or other Members when working in a mobile command center or assigned to ride along for training purposes in a police vehicle, 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 a Member who has received a line-of-duty injury due to his or her own negligence.
- D)** All Workers' Compensation payments made to the Member must be turned in to the City within 2 business days of receipt.
- E)** A Member 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. A Member 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). A Member will only accrue leave while he or she is in work status. The Employer will continue to provide health insurance premium contributions on behalf of the Member to the PSEA Health and Welfare Trust while the Member 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, Members 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 Member as to whether the Member 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 Member 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 a Member disagrees with a determination of the health care professional that the Member is capable of performing the work assigned, the Member may elect to decline the assignment, which will terminate the Member's entitlement to paid injury leave under this provision. If the Member 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 Member's ability to return to service, the Employer's obligation under this provision shall terminate.

#### **6.24 Paid Reserve Officer and On-call Dispatchers**

The provisions of Article 6 do not apply to Paid Reserve Officers or On-call Dispatchers.

#### **6.25 Shift Trades**

Sworn Members shall be allowed to substitute scheduled work hours with other Sworn Members as business permits and subject to the approval of the Member's supervisor. The completion of shift trades is a matter solely between the two members. Management is not responsible for assuring that shift trades are completed. For the purposes of pay administration, hours worked are credited to the Member who was originally scheduled to work. This shall include any premium pays that would accrue to the member.

## ARTICLE 7

### RELIEF PERIODS AND LUNCH BREAKS

#### 7.1 – Relief Periods

Members whose work schedule prohibits relief or refreshment during their shift shall be allowed one relief break not to exceed fifteen (15) minutes in duration without loss of pay during the first half of the shift and fifteen (15) minutes during the second half of the shift and each half shift thereafter. When working other than the regular shift, relief breaks may be taken each two (2) hours without loss of pay.

#### 7.2 – Lunch Break

- A)** All Members who are scheduled to work in the Communications Center for eight (8) hours or more but less than ten (10) hours, will receive a paid lunch break of at least thirty (30) minutes which will be paid at the straight time. The member will normally be required to remain on the premises and immediately available for service. If required to work during the thirty (30) minute lunch break, Members will be paid at one and one half times the regular rate of pay for the actual time worked. Whenever practicable, the lunch break provided herein will occur approximately midway through the shift.
- B)** All Members who are scheduled to work in the Communications Center ten (10) hours or more will receive a paid lunch break of at least forty-five (45) minutes in duration which will be paid at the straight time. The member will normally be required to remain on the premises and be immediately available for service. If required to work during the forty-five (45) minute lunch break, Members will be paid at one and one half times the regular rate of pay for the actual time worked. Whenever practicable, the lunch break provided herein will occur approximately midway through the shift.
- C)** Patrol officers and Community Service Officers will be allowed a thirty (30)-minute break approximately midway through each full shift of not less than eight hours. No additional compensation will be due if an officer is unable to take the lunch break.
- D)** All other Members will be allowed an unpaid lunch break of not less than thirty (30) minutes in duration approximately midway through each full shift of eight (8) hours or more.

#### 7.3 – Break Regularity

The Employer will make reasonable efforts to arrange for a Member to take relief and/or lunch breaks unless demands of the Department require otherwise.

## **ARTICLE 8**

### **PAY RATES AND PAY DATES**

#### **8.1 – Pay Schedule**

**A)** The pay schedules in Appendix “D” apply to all Members who are not attending the academy and will take effect the first day of the first full pay period beginning on or after the indicated date:

1. Effective the first full pay period after the signing of this agreement, or after July 1, 2013, whichever is later, the pay schedule in effect as of September 26, 2011 shall be increased by 1% and steps “N”, “O”, and “P” shall be added. The increments between steps “M”, “N”, “O” and “P” shall be 4%..

For the purposes of implementation, all employees who have served at least two years at “M” step shall be moved to “N” step on the effective date of the new pay scale. The employee’s established merit anniversary date shall not change. Movement to “O” step shall occur on the employee’s next established merit anniversary date after serving two years at “N” step.

2. Effective on the first day of the first pay period on or after July 1, 2014, the pay scale in effect shall be increased by 2.0%.
3. Effective on the first day of the first pay period on or after July 1, 2015, the pay scale in effect shall be increased by 2.0%

**B)** The rate of pay for Members while attending the Alaska Law Enforcement Training Course also known as the Basic Peace Officer Training Course will be 27.30 percent of the rate provided in part A of this section. The calculated result is the academy rate of pay.

#### **8.2 – Pay Schedule Placement**

See 10 PR 025 and 10 PR 030.

#### **8.3 – Merit Step Progression**

See 10 PR 080

#### **8.4 – Overtime Defined**

**A)** The overtime rate of pay is one and one half (1.5) times a Member’s hourly rate of pay, which is listed in 8.1. No premium pay shall be paid on top of the overtime rate of one and one half times a Member’s hourly rate of pay, which would result in pyramiding pay rates.

**B)** All unscheduled hours worked by Members shall be paid at the Member’s overtime rate of pay. Unscheduled work hours means the Employer requires work of the Member with less than seven days (168 hours) advance notice.

- C)** All hours worked by non sworn Members in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay. For the purposes of this section, the actual hours worked but paid at the overtime rate in 7.2 (A) and (B) and 8.16(E) shall count toward meeting the 40 hour FLSA threshold.
- D)** All hours worked by Sworn Members in excess of 80 hours in a 14 day FLSA period, excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay, subject to the conditions below.
1. For the purposes of pay administration, all hours worked in excess of 40 hours in a 7 day work week excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay.
  2. When the Member is scheduled to attend or provide coverage for another Member to attend regularly-scheduled patrol team training (typically eight hour blocks), those hours will be paid at the straight time rate of pay unless additional hours exceed the 80-hour FLSA threshold.
  3. When a Member is assigned to work as a Downtown Walking Beat Patrol Officer and his or her schedule is adjusted to a six 12-hour shift and a one 8-hour shift workweek, overtime will be calculated based on an 80-hour FLSA period.
- E)** Show up compensation and standby duty are not creditable as hours worked for purposes of determining overtime eligibility.
- F)** Overtime shall be paid in one-quarter (0.25) of an hour increments.
- G)** A Member who is required to work more than four continuous hours over his or her regularly scheduled shift will be compensated at double the Member's regular rate of pay. If a Member is called in to work on his or her regularly scheduled day off, and works more than four continuous hours over the amount of time he or she would normally be scheduled to work, the Member will be compensated at double the Member's regular rate of pay.
- A Member will be compensated at double the Member's regular rate of pay after sixteen (16) hours of continuous service. Double time compensation shall continue until the Member is afforded an eight hour break from duty.
- H)** Section 8.4 does not apply to Members attending the Police Academy for their initial officer training.

### **8.5 –Academy Provisions**

- A)** Members attending the Basic Peace Officers Training Course are assigned to a 16-hour duty day for seven days per week.
- B)** All duty in excess of forty-three (43) hours per week will be paid at the academy overtime rate. The academy rate of pay is defined in 8.1(B) of this Article.

- C) Police Officers entering the Police Academy for their initial Officer training shall be guaranteed the equivalent of their full base wage (80 hours x their regular rate of pay) for the pay period they enter the academy. Officers entering the academy shall be released from work without charge to their accrued personal or compensatory leave for the two days immediately prior to entering the academy.
- D) Police Officers returning to regular service after completing the Police Academy shall be guaranteed the equivalent of their full base wage (80 hours x their regular rate of pay) for the pay period they return from the Academy. Officers returning from the academy shall be released from duty without charge to their accrued personal or compensatory leave for the two days immediately following their return from the Academy.
- E) Police Officers entering or returning from the academy may be scheduled for shifts so that their regular days off (RDOs) fall immediately preceding their entry to the Academy or their return from the academy.
- F) Notwithstanding the provisions above, the Chief of Police may require a Police Officer to report to work immediately preceding his or her assignment to the academy or immediately following his or her return from the academy if the Officer's presence is required due to an emergency situation.

#### **8.6 – Pay on Promotion**

Upon promotion, Members will be placed at a step in the higher pay range that is not less than the rate provided by a two step advancement.

When a Member is promoted to Lead Dispatcher, Lead Community Service Officer, or Police Sergeant, and the Member has completed at least half of the service time required at his or her current step, he or she will be placed at a step in the higher pay range that is not less than the rate provided by a three step advancement.

#### **8.7 – Demotion Pay**

See 10 PR 050 and 10 PR 055.

#### **8.8 – Standby Premium Pay**

- A) When the Employer assigns a Member to standby duty, that Member shall be paid three dollars (\$3.50) for each hour of standby duty. If called back, the Member will be paid at the appropriate overtime rate and standby pay will cease.
- B) A Member is on standby if, during non-working hours, the Member is expected to monitor and respond to a telephone, an e-mail, or a text for the purpose of receiving a call to return to duty and the Member is required to report for duty if called within one hour of the call.
- C) Standby duty is not credited to a Member for purposes of determining overtime eligibility.

### **8.9 – Call-Back Premium Pay**

- A)** When a Member is called back to duty more than two (2) hours prior to the beginning of the Member's next scheduled duty, the minimum call back shall be for two (2) hours at one and one half times the Member's regular rate of pay.
- B)** When call back duty begins two hours or less prior to the Member's next scheduled duty, the Member will remain on duty and be paid at his or her overtime rate until the beginning of the scheduled duty.
- C)** Call back premium pay is not credited to a Member for purposes of determining overtime eligibility.

### **8.10 – Court Premium Pay**

A bargaining unit Member who is scheduled for a work related reason to appear in court or to testify in a court proceeding or administrative hearing during the Member's non-regular duty hours shall be paid at one and one-half times the Member's regular rate of pay for all hours worked with a minimum payment of two (2) hours.

### **8.11 – Sixth and Seventh Day Premium Pay**

- A)** A Member who works five (5) consecutive days of not less than eight (8) hours each day will be paid one and one half (1 1/2) times the Member's regular rate of pay for all work on the sixth consecutive day of work.
- B)** A Member who works six (6) consecutive days of not less than eight (8) hours each day will be paid one and one half (1 1/2) times the Member's regular rate of pay for all work on the seventh consecutive day of work.
- C)** All work on the eighth consecutive day will be considered as day one (1) and will be paid at the regular rate unless otherwise provided for within this Agreement.
- D)** Scheduled work on the sixth or seventh consecutive day will be for a minimum of two (2) hours duty and pay.
- E)** This section does not apply to Members while they are attending the Basic Peace Officer Training Course.

### **8.12 – Field Training Officer and Communications Training Officer Differential Pays**

- A)** A Police Officer assigned the duties of a field training officer shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the officer's regular rate of pay for each hour of the assignment.
- B)** A Public Safety Dispatcher assigned the duties of a communications training officer shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the dispatcher's regular rate of pay for each hour of the assignment.

- C) A Community Service Officer assigned the duties of a Community Service Training Officer shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Community Service Officer's rate of pay for each hour of the assignment.

### **8.13 – In Charge Differential Pay**

- A) A Police Officer assigned to supervise a shift in the absence of a police sergeant and lieutenant shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Member's regular rate for each hour of the assignment.
- B) A Public Safety Dispatcher assigned a majority of the duties of the Lead Public Safety Dispatcher because the incumbent is on leave or the position is vacant shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Member's regular rate of pay for each hour of the assignment.
- C) A Community Service Officer assigned a majority of the duties of the Lead Community Service Officer because the incumbent is on leave or the position is vacant shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the Member's regular rate of pay for each hour of the assignment.
- D) Any other hourly member of the bargaining unit not covered in A – C of this article, who is temporarily assigned some of the duties of a higher level position because the incumbent of the higher level position is on leave or the position is vacant will be paid one dollar and fifty cents (\$1.50) for each hour of the assignment.
- E) When a Member receives an assignment to act in the absence of a higher level, salaried position for fifteen consecutive days or longer, the Member will be paid for such time worked, retroactive to the first day of assignment, as if promoted. Leave used or cashed out shall be paid at the Member's regular rate of pay.
- F) When a Member receives an assignment to temporarily fill a higher level vacant position paid on an hourly basis for fifteen days or longer, the Member will be paid for such time worked, retroactive to the first day of assignment, as if promoted. Leave used or cashed out shall be paid at the Member's regular rate of pay.

### **8.14 – Master Differential Pay**

A Member who qualifies as a Master Police Officer will receive an additional one dollar and fifty cents (\$1.50) per hour in addition to his or her regular rate of pay.

A Member who qualifies as a Master Civilian in his or her respective job classification, will receive an additional one dollar and fifty (\$1.50) per hour in addition to his or her regular rate of pay.

Criteria for qualifying for Master Differential Pay will be developed by the employer and provided to the union in draft form for comment and discussion.



### **8.15 – Specialty Assignment Differential Pay**

- A)** An officer assigned to the SWAT will be compensated an additional one dollar and fifty cents (\$1.50) per hour for each hour of work performed on department approved SWAT duties or training.
- B)** An officer assigned to Explosive Ordinance duty shall be compensated an additional one dollar and fifty cents (\$1.50) per hour for each hour of work performed on department approved explosive ordinance duties or training.
- C)** A member assigned to the Crisis Negotiation Team shall be compensated an additional one dollar and fifty cents (\$1.50) per hour for each hour of work performed on department approved crisis negotiation duties or training.
- D)** A Member who works as a language interpreter shall be paid an additional one dollar and fifty cents (\$1.50) per hour for each hour worked as an interpreter. A Member shall be paid a minimum of one hour for each shift he or she works as an interpreter.

### **8.16 – Holiday Pay**

- A)** Permanent, probationary and long term temporary Members are paid for each holiday in 20.3(H) provided the Member was on duty or paid leave the work day immediately preceding the holiday and the work day immediately following the holiday.
- B)** Holiday pay is equal to eight hours at the Member's base rate of pay. If the Member would have normally been scheduled for more than 8 hours, the Member shall use personal leave to make up the difference between the 8 hours of holiday pay and his or her regular work schedule.
- C)** Members who meet the eligibility requirement in subsection A and who have a regular work schedule of at least forty (40) hours per week and who are required to work on a holiday listed in 20.3(H) will receive eight (8) hours of personal leave credited to his or her leave account. That leave will be placed into the Member's Personal Leave Account during the pay period in which the holiday occurs.
- D)** If the holiday falls on a Member's regularly scheduled day off, the prior or following workday will be designated as his or her holiday for the purposes of time off.
- E)** All regular hours worked on a holiday shall be paid at one and one-half (1 1/2) times the Member's regular rate of pay. These hours shall be creditable to the 40-hour per week FLSA threshold for determining overtime eligibility.
- F)** A Member with a regular work schedule of less than forty (40) hours per week receives 0.2 of the regularly scheduled weekly hours as pay for each holiday.
- G)** Paid Reserve Officers and On-call Dispatchers are not eligible for Holiday Pay. However, if a Paid Reserve Officer or On-call Dispatcher works a holiday listed in 20.3(H), the member shall be compensated at the overtime rate of pay as define din 8.4(A).

### **8.17 – Payment of Overtime**

- A)** All authorized overtime that is due and payable to a Member shall be paid as wages or as compensatory time. The preferred manner of payment shall be as wages.
- B)** When a Member requests to have overtime for work not on a holiday credited as compensatory time, the Police Chief or his designee will consider the Member's request. When it is found by the Police Chief that the crediting of compensatory time will not result in any increased personal service costs, a Member may be credited with compensatory time.
- C)** A Member's credited compensatory time may not exceed one hundred (100) hours at the beginning of any pay period. If a Member's earned overtime posted as compensatory time at the conclusion of a pay period would cause the balance to exceed one hundred (100) hours, all hours in excess of one hundred (100) shall be paid.
- D)** No compensatory time other than that earned during pay periods starting between November 21 and December 31 may remain credited to the account of a Member after December 31.
- E)** The Employer shall pay a Member at the Member's regular rate of pay for all time that is deducted from a Member's compensatory time account.
- F)** Compensatory time may be taken by giving prior notice to the Member's supervisor and when, at the supervisor's sole discretion, the absence will not be unduly disruptive to operations. Compensatory time may not be taken in the same pay period it is earned. In exigent circumstances, the Chief of Police or designee may allow a Member to take compensatory time in the pay period in which it is earned.

### **8.18 – Training Time**

A Member shall be paid for training time that is scheduled and required by the Employer.

### **8.19 – Payday**

- A)** All Members shall be paid on the regularly established payday. The Employer shall distribute paychecks each payday. When payday is a holiday, pay shall be on the last working day prior to the holiday.
- B)** If a Member's paycheck is not available on the designated payday, the Employer shall, at the request of the Member, issue an emergency check to meet the regular payday requirements.

### **8.20 – Examination of Pay Records**

- A)** The authorized Association representatives have the right to examine all payroll records pertaining to Members. The Employer may require a prior appointment.
- B)** 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.

### **8.21 – Compensation for responding to telephone calls while off duty**

- A)** When a Member receives a telephone call(s) during off-duty hours that is about any official matter, and the call(s) lasts longer than five (5) minutes, the Member will be compensated for one half (1/2) hour, or the actual time spent on the telephone call, whichever is greater.
- B)** Multiple calls during the same one-half hour period will be considered as one call. The Member may receive one-half (1/2) hour compensation for up to three separate and distinct phone calls during an off-duty period. In no case will a Member be entitled to more than 1.5 hours compensation in a single off-duty period for answering telephone calls, unless more time was actually spent on the phone about an official matter.
- C)** If the work period overtime threshold has not been met, the compensation for these telephone calls will be paid at the regular rate of pay. If the work period overtime threshold has been met, the compensation for these telephone calls will be paid at the overtime rate of pay.

### **8.22 Shift Differential**

Members who are paid on an hourly basis, who regularly work 37.5 hours or more, and whose work schedule includes the hours between 4:00 p.m. and 8:00 a.m. are eligible for shift differentials.

- A)** Members shall be paid an additional one dollar and fifty cents (\$1.50) per hour for all hours worked between 4:01 p.m. and midnight.
- B)** Members shall be paid an additional two dollars and fifty cents (\$2.50) per hour all hours worked between 12:01 a.m. and 8:00 a.m.
- C)** When a member requests an alternate schedule for his or her convenience, and the Employer agrees to the shift change, shift differential premiums may be waived upon mutual agreement. Requests to waive shift differential under these provisions will be made to the member's supervisor. Such requests will be documented and approved in writing by the first level supervisor outside of the bargaining unit.

### **8.23 Instructor Premium Pay**

A Member assigned to be a primary instructor in a formal training environment for other employees in the department as an additional assignment to their regular duties shall be compensated an additional one dollar and fifty cents (\$1.50) per hour for each hour worked as an instructor. Instructor premium pay does not apply for course preparation time, on the job training, or any other activity associated with field training programs.

**ARTICLE 9**

**UNIFORMS, PROPERTY, AND EQUIPMENT**

**9.1 – Providing Uniforms and Uniform Items**

The Employer shall furnish any additional uniform items negotiated into this Article within 90 days of the signing of this agreement unless another date is herein specified. The Employer shall further furnish these items to new Members within 90 days of their date of appointment unless another date is herein specified.

**9.2 – Uniforms and Uniform Items**

**A)** The Employer shall provide the following uniform items:

ITEM	Police Officers	Comm. Center Employees	Community Service Officers	Paid Reserve Officer
Shirts, Long Sleeve***	3	3**	5	2
Shirts, Short Sleeve***	3	3**	5	2
Trousers***	3	3**	3	2
Tie	1	1**	1	1
Hat, Uniform	1		1	1
Utility Jacket	1		1	1
Rain Coat	1		1	1
Rain Pants	1		1	1
Coveralls	as needed		1	as needed
Sam Browne Belt	1			1
Belt, Uniform	1	1**	1	1
Gun Holster*	1*			1*
TASER Holster	1			1
OC Spray Holster	1		1	1
Magazine Holder*	1*			1*
Handcuffs	2			2
Cuff Case(s)	1			1
Cuff Keys	1			1
Baton with Holder	1			1
Badge, Breast	1			1
Badge, Flat (at 2 yrs service)	1			1
Badge, Hat	1			1
Document Holders	1		1	1
ID Card	1		1	1
Name Tag	2		2	2
Tie Bar or Tie Tack	1		1	1
Citation Holder	1		1	1
Handgun	1			1
Magazine	3			3
Soft Body Armor, Type III-A	1		1	1
Glove Pouch	1		1	1

\*Holster and magazine holders will be replaced at the discretion of the Police Chief.

\*\*This provision shall apply should the department require Communication Center Employees to comply with uniform standards.

\*\*\*As dry-clean-only uniforms are phased in, the number of shirts and pants that require dry cleaning will be increased to four (4) items per Member.

- B)** Items deemed damaged or worn out by the Member's supervisor shall be promptly replaced upon presentation by the Member of the equipment or clothing to Chief of Police or his or her designee.
- C)** Upon their initial assignment, officers in the Investigations Unit shall receive a one-time payment of five hundred dollars (\$500.00) to cover the cost of plainclothes purchases. The officers shall present receipts to support the clothing purchase.

Every other year thereafter, Sworn Members in the Investigations Unit shall receive a one-time payment of up to two hundred dollars (\$200.00) to cover the cost of maintaining or purchasing new plain clothes. The Members shall present receipts to support clothing purchase.

### **9.3 – Cleaning Allowance**

- A)** Members required to maintain a uniform are paid a cleaning allowance of fifty dollars (\$50.00) per pay period. The cleaning allowance will be included within the paycheck for the pay period. Paid Reserve Officers do not qualify for a cleaning allowance.
- B)** Paid Reserve Officers will be reimbursed for uniform dry cleaning charges up to fifty dollars (\$50.00) per pay period. To qualify for reimbursement, the Paid Reserve Officer must submit a receipt for uniform dry cleaning. The dry cleaning reimbursement will be included with the Paid Reserve Officer's paycheck following approval for payment.

### **9.4 – Personal Handgun**

- A)** The Employer will provide sworn officers with a handgun, holster, magazine and magazine holder. When any sworn officer is issued a department-owned weapon and equipment, it shall be used exclusively while on duty. Handguns will be inspected by an armorer before re-issuance. A Member who opts to purchase their own approved primary weapon, will return their department issued service weapon. A secondary, personally owned, handgun may be carried on duty, in addition to the department issued handgun, if approved by the Chief of Police.

### **9.5 – Soft Body Armor**

- A)** The Employer will provide each newly appointed sworn officer and C.S.O. with well-fitting ballistic-resistant armor (vest) that meets National Institute of Justice (N.I.J.) Type III-A Classification Standards. The Employer will replace the armor with N.I.J. Type III-A armor every five years, or by N.I.J. recommendations, whichever comes first. The Employer retains ownership of the armor.

**B)** No Member shall be required to perform work that requires soft body armor for safety purposes without having soft body armor that meets the conditions stated in A) above.

**9.6 – Replacement and Cleaning of Non-Uniform Clothing**

Nothing in this Article precludes the Employer from reimbursing a Member for cleaning costs or the replacement of non-department issued clothing soiled or damaged in the performance of assigned duties. Requests for reimbursement must be made within 30 days of the item being soiled or damaged.

**9.7 – Wearing of Uniform**

Uniform items provided by the Employer and items which identify the individual as a CBJ Employee shall be worn only with the permission of the Police Chief, in the performance of assigned job duties or when traveling directly from place of residence to work and traveling directly from work to place of residence.

**9.8 – Employer’s Property**

Tools, equipment and uniform 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 Member shall reimburse the Employer at replacement value for any tools, equipment or uniform items not returned to the Employer. Replacement value shall be determined by the following schedule:

**Uniform and Equipment Depreciation Schedule**

ITEM	100%	50%	0%
Shirts, Long Sleeve	< 1 year	1-3 years	> 3 years
Shirts, Short Sleeve	< 1 year	1-3 years	> 3 years
Trousers	< 1 year	1-3 years	> 3 years
Tie	< 1 year	1-3 years	> 3 years
Hat, Uniform	< 2 years	2 – 5 years	> 5 years
Utility Jacket	< 2 years	2 – 5 years	> 5 years
Rain Coat	< 2 years	2 – 5 years	> 5 years
Rain Pants	< 2 years	2 – 5 years	> 5 years
Coveralls	< 2 years	2 – 5 years	> 5 years
Sam Browne Belt	< 3 years	3 – 7 years	> 7 years
Belt, Uniform	< 3 years	3 – 7 years	> 7 years
Gun Holster*	< 3 years	3 – 7 years	> 7 years
TASER Holster	< 3 years	3 – 7 years	> 7 years
OC Spray Holster	< 3 years	3 – 7 years	> 7 years
Magazine Holder*	< 3 years	3 – 7 years	> 7 years
Handcuffs	< 5 years	5 - 10 years	> 10 years
Cuff Case(s)	< 3 years	3 – 7 years	> 7 years
Cuff Keys	< 5 years	5 - 10 years	> 10 years
Baton with Holder	< 5 years	5 - 10 years	> 10 years
Badge, Breast	< 10 years	10 - 15 years	> 15 years
Badge, Flat (at 2 yrs service)	< 10 years	10 - 15 years	> 15 years

ITEM	100%	50%	0%
Badge, Hat	< 10 years	10 - 15 years	> 15 years
Document/ Citation Holders	< 5 years	5 - 10 years	> 10 years
ID Card	< 5 years	5 - 10 years	> 10 years
Name Tag	< 5 years	5 - 10 years	> 10 years
Tie Bar or Tie Tack	< 5 years	5 - 10 years	> 10 years
Handgun	< 10 years	10 - 15 years	> 15 years
Magazine	< 10 years	10 - 15 years	> 15 years
Soft Body Armor, Type III-A	< 2 years	2 – 5 years	> 5 years
Glove Pouch	< 2 years	2 – 5 years	> 5 years

**9.9 – Member Purchased Items**

The Chief of Police or designee will establish and maintain a list of approved additional or upgraded uniform items that Members may choose to purchase beyond what the Department issues. This list may include, but is not limited to, pants, shirts, coats, raincoats, rain pants, and hats for use while on duty. The Member will retain ownership of these items. Upon separation from the Department, the Member must return all department issued insignia to the Employer.

If a non-standard uniform or equipment item is not on the approved list it shall not be authorized for use.

**9.10 Tasers**

No Member shall be required to submit to electronic discharge from a TASER or similar device as a condition of being issued a TASER or similar device by the Employer.

**ARTICLE 10**

**TRAINING AND ADVANCED EDUCATION**

**10.1 – Employer Assigns Training**

The Employer shall determine when training is necessary and will make reasonable efforts to distribute training equitably among Members. The Employer will make reasonable efforts to avoid scheduling a Member for training which conflicts with the Member’s scheduled and authorized personal leave.

**10.2 – Training Expenses Paid by Employer**

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

### **10.3 – Specialized Duty and Unit Assignment Training**

A Specialized Duty assignment is one requiring the Member to perform instruction functions, such as Instructor Development, including but not limited to: Less Lethal Training, Arrest Control Tactics, Field Training and Communications Training Officers, Firearms Instructor Training, TASER, and Verbal Judo.

A Specialized Unit assignment is designated as either full-time or collateral. “Full-time” means assignments to units such as Metro, Investigations, or SRO. “Collateral” assignments include, but are not limited to, crisis negotiations, bomb squad, SWAT, Accident Reconstruction.

When a Member volunteers to participate in a Specialized Unit or Duty assignment, the Member will maintain involvement in that assignment for a minimum of three (3) years. After each recertification, the Member will maintain involvement in that assignment for a minimum of one (1) year after the recertification training.

Nothing in this section precludes management from assigning Members to specialized assignments. Management may remove members from participation in specialized assignments at any time. A member may request removal from special duty or unit assignment after meeting the three-year minimum commitment; the request for removal must be in writing. After such request, the removal must occur within one year, unless the removal would create an articulable burden to Department operations. If removal is delayed longer than one year, the hardship causing the delay must be explained to the member in writing.

### **10.4 – Repayment to Employer**

Expenses incurred for member requested training and related travel under this Article shall be repaid to the Employer if the Member withdraws from a Specialized Duty or Unit assignment or separates from employment as a result of his or her own action in less than three years from the completion of the initial training or certification. In cases of extraordinary mitigating factors, the Chief may forgive some or all of the reimbursement. The following schedule shall apply:

- A)** For training costs which exceed \$1,500, repayment shall be made on the following schedule:
  - 1)** 100 percent if separation or withdrawal from the assignment occurs before fifty-two (52) weeks from completion of the initial training or certification;
  - 2)** 50 percent if separation or withdrawal from the assignment occurs after fifty-two (52) weeks, but before one hundred four (104) weeks from completion of the initial training or certification;
  - 3)** 25 percent if separation or withdrawal from the assignment occurs after one hundred four (104) weeks, but before one hundred fifty-six (156) weeks from completion of the initial training or certification.
- B)** Prior to attending training requiring repayment, the Member must be provided with and sign a Reimbursement Agreement with the Employer outlining the costs of the training and the repayment responsibilities and schedule herein. Failure to obtain



such an Agreement prior to attending the specialized training shall preclude the Employer from seeking reimbursement if the Member does not subsequently complete the training, special assignment or duty.

**C)** This Section does not apply:

- 1) to Members who did not volunteer for the assignment(s) described in this Article;
- 2) to Members who were involuntarily removed from the special assignment or duty by the Employer;
- 3) to Members who separated from employment through retirement or due to injury or illness; or
- 4) to subsequent training required for recertification.

### **10.5 – Employee Requested Training**

This section applies when a Member requests funding to attend a course, seminar, workshop, correspondence course or other type of training that is not required by the Employer. Costs paid by the Employer may include registration, tuition or other course fees. The Member will pay for textbooks and other materials that remain the property of the Member. In order for the Employer to pay for the training, the Member must make written application and enter into a repayment agreement.

**A)** Written Application for Training.

- 1) To request training, a Member must submit a written application to the Member's supervisor. The Member must provide all information requested by the supervisor, but at minimum must submit:
  - a) a description of the training with an explanation of how the training will benefit the Member in his or her current position;
  - b) an estimate of the total cost for the training and the amount proposed for payment by the Employer; and obtain
  - c) the written concurrence of the Chief; and
  - d) the written authorization of the City Manager.

**B)** Member Agreement to Reimburse Employer.

Once preliminary permission is given in writing, the Member and the Chief must execute a written agreement on payment for the training prior to the beginning of the training and before the Employer will make any payment towards the training. Such agreement shall require that the Member repay the Employer for training costs and amounts advanced if:

- 1) the Member does not successfully complete the course with a grade of "C" or better, if the course is graded in the A – F System; and

- 2) the Member separates from employment as a result of the Member's own actions within three years from the completion of the training; however, repayment does not apply if the Member separated from employment through the retirement process or due to injury or illness.

#### **10.6 – Collection of Payment**

It is further agreed that the Employer shall have the right to deduct from the Member's final paycheck any monies owing in accordance with the above schedule or to recover such monies by other legal means.

#### **10.7 – Educational Incentive Bonus**

- A) A Member who has met the following conditions after July 2, 2001 shall be paid the listed bonus if he or she:
  - 1) receives an Associate Degree OR receives an APSC Intermediate Certificate and completes a minimum of 30 semester college credit hours or 45 quarter college credit hours: \$1,200.00;
  - 2) receives a Bachelor's Degree OR receives an APSC Advanced Certificate and completes a minimum of 60 semester college credit hours or 90 quarter college credit hours: \$2,400.00;
  - 3) receives a Master's Degree: \$3,600.
- B) The degree or college credits must be obtained from a regionally accredited college or university, such as the National Association of Post-Secondary Education.
- C) The Educational Incentive Bonus shall be paid as a lump sum, less appropriate deductions, within one (1) month of the Employer's receipt of confirming documents, e.g., a certified copy of the diploma and transcripts.
- D) Each of the bonus payments listed in A (1-3) may be paid only once. However, nothing prevents a Member from achieving more than one of the bonus payments if additional education and/or training is obtained.
- E) A collegiate degree or APSC certificate received prior to the individual's employment with JPD will not qualify for the bonus payment listed in this section.

#### **10.8 – Training for Paid Reserve Officers**

The provisions of Article 10 do not apply to Paid Reserve Officers except as provided in this section. Paid Reserve Officers are required to maintain their training and certifications at a level that minimally qualifies them to hold a position as a Paid Reserve Officer. The Employer will cover the course costs and compensate Paid Reserve Officers to attend the following training: annual firearms, CPR/first aid, less lethal, defensive tactics, hazardous materials, biohazards, incident command system and training that is required to maintain APSC certification or is required by the Employer. Paid Reserve Officers are entitled to attend JPD sponsored training courses at no charge. Paid Reserve Officers shall not be compensated by JPD for attending discretionary training.

## **10.9 – Training for On-call Dispatchers**

The provisions of Article 10 do not apply to On-call Dispatchers except as provided in this section. On-call Dispatchers must maintain in-service training requirements at all times including mandatory department training such as Emergency Medical Dispatch (EMD) and First Aid/CPR. The Employer will cover the course costs and compensate On-call Dispatchers to attend required trainings. On-call Dispatchers may attend other trainings on a voluntary basis.

## **ARTICLE 11**

### **HEALTH INSURANCE AND EMPLOYEE WELLNESS**

#### **11.1 – Plan of Benefits**

- A)** Health insurance, including COBRA health benefits, is provided to eligible Members and their dependents represented by the Public Safety Employees Association by the PSEA Health and Welfare Trust, hereinafter referred to as the Trust. The Trust is solely managed by the Association. If, for any reason, there occurs an interruption of any kind in the service provided to JPDEA Members, PSEA and the Trust shall notify the CBJ Human Resources Director in writing of said break in service within forty-eight (48) hours of learning of it.
- B)** The City and Borough of Juneau is not the Health Benefit Plan Administrator and thus has no related duty to Members, including but not limited to providing health insurance benefits, paying claims, providing COBRA notice, or providing COBRA health benefits.
- C)** The PSEA Health and Welfare Trust Plan of Benefits shall be the same as provided to those PSEA Members in the Regularly Commissioned Public Safety Officers Bargaining Unit with the State of Alaska with the following exceptions:
  - 1)** JPDEA Members will not be permitted to opt out of the PSEA Health and Welfare Trust;
  - 2)** When a Member leaves employment for any reason, the CBJ's obligation to pay for health insurance coverage ends at midnight on the day after the last day of employment. The CBJ shall deduct a pro-rated portion of the Employer's contribution, barring exigent circumstances, from the Member's final paycheck;
  - 3)** Eligibility rules shall be consistent with those prescribed by the Trust as recited within the Summary Plan Description and other relevant documents.
  - 4.)** All new Members hired shall be eligible for PSEA Health and Welfare Trust coverage starting the first day of the month following the Member's date of hire.
- D)** PSEA and the PSEA Health and Welfare Trust agree and undertake to assure that the insurance plan or health and welfare plan implemented under this agreement is in compliance with all applicable federal and state laws and regulations.

## **11.2 – Continuation of Health Insurance**

- A)** The Employer will pay its contribution towards health insurance for a Member covered by health insurance who is absent from work because of an on-the-job incident covered by Worker's Compensation under the following circumstances:
- 1)** If the Member is a Police Officer, Sergeant, Community Service Officer or Public Safety Dispatcher who has received a "line of duty" physical injury pursuant to 6.23(e), the Employer will pay its contribution for up to 52 weeks following the date of the incident.
  - 2)** For all other Members and for Police Officers, Sergeants, Community Service Officers and Public Safety Dispatchers who are on Leave Without Pay for reasons not covered by Subsection 1, when an Employee is on Leave Without Pay pursuant to the CBJ Family/Medical Leave Policy, the provisions of the CBJ Family/Medical Leave Policy apply.
- B)** When a Member is on Leave Without Pay for a reason not related to Family/Medical Leave, the Member shall reimburse the Employer through a payroll deduction for the cost of health insurance coverage for the period of Leave Without Pay.
- C)** This Article supersedes Personnel Rule 17 PR 015 (a) and (d).

## **11.3 – Employer and Employee Contributions**

- A)** Beginning July 1, 2013, the CBJ will contribute \$1391.50 per eligible, verified covered JPDEA Member per month to the PSEA Health and Welfare Trust.
- Effective July 1, 2015, the CBJ will contribute \$1490.00 per eligible, verified covered JPDEA Member per month to the PSEA Health and Welfare Trust.
- B)** The difference between the CBJ monthly contribution and the total monthly premium shall be satisfied by deducting the amount from each Employee's pay each month (actual withholdings will be apportioned on a bi-weekly payroll cycle) to complete the premium contribution.
- C)** Premium contributions deducted from Member's pay will be processed as pre-tax deductions.
- D)** The employer will contribute a pro-rated portion of the employer's contribution toward the cost of the health plan for part-time employees covered by the health plan. "Part-time" is defined as working less than 37.5 hours per week. The employer's contribution shall be prorated on an hour for hour basis up to 37.5 hours.

## **11.4 – Exchange of Information Between Employer and Association**

- A)** The CBJ will provide to the PSEA Health and Welfare Trust a list of all covered Members by the 25<sup>th</sup> of the month prior to the month that health care insurance begins. The CBJ will provide the PSEA Trust notice of new and separating Members (e.g., additions and deletions to the list of Member names) within 24 hours of the effective date of the employment action to enable the Trust to effect the change in health care coverage.

- B)** The Trust Administrator will provide an invoice to the CBJ by the 20<sup>th</sup> day of the coverage month and a list of the covered Members will be included with the invoice.
- C)** The CBJ will remit payment on the invoice by the 15<sup>th</sup> day of the month following the month of coverage.
- D)** The parties acknowledge that discrepancies between Member eligibility and corresponding contributions will frequently arise and may exist in any month. The parties will exercise due diligence in reconciling contributions and eligibility on a monthly basis, including adjustments of overpayments and underpayments as may be necessary. Requests for payment or reimbursement shall be made in writing by the party demanding such.
- E)** The PSEA Health and Welfare Trust shall maintain a separate accounting of the funds paid to the Trust for JPDEA Members and their beneficiaries from those paid for any non-City and Borough of Juneau Employees who may participate in the Trust.
- F)** The PSEA and the PSEA Health and Welfare Trust agree to provide the CBJ with a summary prepared by the Trust Consultant detailing the financial status of the Trust reserves once per fiscal year (July 1 - June 30). The CBJ, at its own expense, may perform a review and analysis of the Trust if Trust Reserves fall below three (3) months of premium contributions for the previous plan year, as reported by the Trust Consultant. The CBJ will give advance written notice of such intent to conduct review and analysis, and a designated Trustee will participate in such a review.

#### **11.5 – Trust Indemnifies Employer**

- A)** Should a JPDEA Member be elected to a position as a Health and Welfare Trustee the Member will be allowed Association Leave to attend Trust related meetings upon proper notice to his or her command officer. Such leave shall be funded from the JPDEA's Association Leave Bank and shall be approved or disapproved on the same basis as Association Leave.
- B)** PSEA and the PSEA Health and Welfare Trust hereby jointly and severally agree to indemnify, defend, and hold harmless the CBJ, its agents, officers and Employees, from any and all claims and actions of whatever nature or consequence arising in any manner out of this Agreement or acts or omissions made pursuant to it. This includes, but is not limited to, any action arising out of:
  - the exemption of JPDEA Members from the CBJ's health benefit insurance plan;
  - claims for, payments of, or failure to pay, benefits by CBJ or the PSEA Health Trust;
  - any other claims arising out of the transfer of management responsibilities, funds or assets;
  - the administration of the Trust and the plan or plans of benefits; or
  - the exemption of the represented Members from the CBJ's group health plan, including any claims arising from non-coverage of Members or former Members and/or spouses or dependents.

The Trust reserves the right and obligation to pursue collection of delinquent premium contributions.

- C)** No dispute in any way relating to this agreement or relating to health benefits or claims shall be subject to the grievance-arbitration procedure in the Collective Bargaining Agreement except an allegation that the CBJ failed to make the agreed upon contributions. This provision applies to any changes in coverage the PSEA Health and Welfare Trust adopts, which shall be at the sole discretion of the Trustees.
- D)** In the event of either default or dissolution of the PSEA Health and Welfare Trust, any and all remaining monies and assets held by the Trust for the benefit of JPDEA Members shall be transferred to a successor organization approved under 2 AAC 39.900. If there is no successor organization, such funds shall be transferred to a health benefit plan, as designated by the City and Borough of Juneau, for the sole and exclusive purpose of providing benefits to the Members covered by the collective bargaining agreement in force between PSEA and the City and Borough of Juneau. In no event shall any of the remaining monies or assets be paid to or be recoverable by PSEA. If, as a result of the default or dissolution of the Trust and/or the failure of the PSEA to meet its obligations to indemnify the CBJ under this agreement, and as a result of the default or failure, the CBJ incurs expenses related to the provision of health coverage to PSEA Members and their qualified spouses and dependent children, the parties agree to immediately meet to negotiate an alternative health insurance plan. Exercise of this option does not constitute a waiver of the right to take any other action to obtain redress for such termination, default or failure.

#### **11.6 – Cost Containment**

The parties agree and affirm that they will work with each other to effectively contain health insurance costs through encouraging proper utilization of the program and continued support of the Wellness Program.

#### **11.7 – Wellness Program Funding**

In addition to the contribution listed in 11.3, the Employer shall pay the full cost of the Employee Wellness Program.

#### **11.8 – Paid Reserve Officers and On-call Dispatchers**

The provisions of Article 11 do not apply to Paid Reserve Officers or On-call Dispatchers.

### **ARTICLE 12**

#### **TRAVEL**

##### **12.1 – Travel Reimbursement**

Except as otherwise modified by this agreement, a Member required to travel out of the CBJ for business purposes will be reimbursed in accordance with the CBJ Administrative

Travel Policy in effect on the date of travel. The Police Chief may authorize a travel advance not to exceed the total estimated travel reimbursement.

## **12.2 – Travel**

- A)** A Member who travels on Employer business shall be compensated for all time spent in travel status that would otherwise be the Member's regularly scheduled hours of work. If the Member travels on his or her regularly scheduled day off, and that travel is within the time period of the Member's regular duty hours, the Member shall be compensated for those hours at the appropriate rate of pay. Where practical, considering available travel times and transportation costs, the Employer will endeavor to take into account the member's preferred travel schedule and to schedule the Member to travel during his or her regular duty time.
- 1)** "Travel Status" begins at the time the Member is required by the carrier to be present at the place of departure (i.e., airport, ferry terminal). If personal travel precedes travel for work purposes, travel status begins when the Member arrives at his or her destination, or at the training facility if reporting there prior to checking into his or her lodging. If personal leave follows the Member's work assignment, travel status ends from the hour the business or training concludes.
  - 2)** "Destination" is the location where the Member is lodged while in travel status.
- B)** A Member in travel status shall receive a meal allowance in accordance with the CBJ Travel policy in effect upon the signing of this agreement. A Member who travels during part of any day shall receive the meal payment that falls within the time-frame of travel.
- C)** The Employer shall make reasonable efforts within the policy guidelines, to provide a cash advance to cover a Member's costs of travel on Employer business at least one business day before departure. A Member shall be allowed to take work time to deposit the advance in his or her personal bank account if the advance is received less than two business days before departure.
- D)** When a Member travels for training, and the costs are covered by a third party organization which will not reimburse the CBJ directly, the following rules shall apply.
- 1)** The Member is subject to the terms and conditions of the third party organization as it relates to travel reimbursement and per diem.
  - 2)** If the Member is required by the third party to pay for transportation and/or course fees out of pocket prior to travel and/or training, the CBJ will provide a travel advance to the Member for the cost of the transportation and/or course fees. The Member will be required to submit a repayment agreement for the full cost of the travel advance. The Member must reimburse the CBJ the full amount of the travel advance within 2 business days of receiving the reimbursement from the third party. If the Member does not seek to reimburse the CBJ within 90 days from the date the Member returns from travel, the CBJ will deduct the full amount

of the travel advance from the Member's paycheck unless the Member can provide documented proof that he or she has not yet been reimbursed by the third party organization.

**3)** When a Member combines personal travel with business travel, the CBJ will not provide a travel advance.

**4)** If the Employer directs the Member to attend training that is sponsored by a third party organization, the Employer will provide a travel advance to the Member in accordance with the guidelines established in 12.1.

## **ARTICLE 13**

### **RETIREMENT**

The Employer will not seek to modify the existing Public Employees Retirement System Participation Agreement between the City and Borough of Juneau and the State of Alaska in any manner which removes Members represented by PSEA from retirement coverage under the Public Employees Retirement System.

## **ARTICLE 14**

### **SAFETY**

#### **14.1 – Mutual Concern**

Effective safety practices are a concern of Members, Association Representatives and management personnel. As such, the parties to this Agreement are committed to the rapid and effective correction of any unsafe conditions which may arise during the duration of this Agreement.

#### **14.2 – Safety Committee**

There is established a Safety Committee composed of two representatives of the bargaining unit and two representatives of the Employer. The Committee shall review all minutes of safety meetings conducted under this Article and monitor progress on abatement of safety concerns. This Committee shall submit reports to the Police Chief on the status of safety issues.

#### **14.3 – Safety Meetings**

The Employer shall schedule safety meetings at least semi-annually. Members shall not suffer a loss in pay or working hours for attending safety meetings. The Association Representative shall be given the opportunity to participate in safety meetings at his or her request.



#### **14.4 – Equipment and Work Areas**

Safety and equipment standards shall be in conformance with applicable state and federal laws and regulations, City and Borough of Juneau regulations and this Agreement.

#### **14.5 – Instructions for On-The-Job Injury**

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

#### **14.6 – Procedures for On-The-Job Injury**

- A)** Medical attention shall be afforded an injured Member at the earliest possible moment. The Employer may require a Member to accept medical attention.
- B)** The Employer shall provide for all emergency transportation necessary to transport a Member injured on the job to the nearest medical facility.
- C)** A Member 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 he or she is physically able to do so.
- D)** Injured Members shall be required to return to work as soon as they are able to perform their regular duties or other duties as the Employer may assign. The Member may be required to present a written release from a physician prior to returning to work.
- E)** All claims regarding personal injury shall be handled by the Employer. Nothing in this Article will preclude a Member from pursuing other appropriate action as provided in this Agreement.

#### **14.7 – Correcting Unsafe Conditions**

- A)** All unsafe equipment or tools (which the Member cannot correct) shall be immediately reported by the Member to the immediate supervisor.
- B)** When the supervisor confirms the existence of unsafe equipment or tools that cannot be immediately corrected or replaced, the supervisor shall reassign the Member to duties which do not require the use of the unsafe equipment or tools.
- C)** The supervisor shall immediately inform the Police Chief in the event of a disagreement about the existence of unsafe equipment or tools.
- D)** The decision of the Police Chief shall be the final determination on any disagreement as to the existence of unsafe equipment or tools.
- E)** The Employer may require Members to submit written reports on unsafe equipment or tools that affect their assigned duties.
- F)** The allegation of unsafe equipment or tools shall not be a pretext to avoid assigned duties.

## **ARTICLE 15**

### **EMPLOYEE RECORDS**

#### **15.1 – Location**

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.

#### **15.2 – Access**

Any information contained within a Member'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/Borough. Access to the file by anyone outside of the City/Borough shall be in accordance with applicable state and federal laws, or as ordered by a court of competent jurisdiction.

#### **15.3 – Employee Access**

An Employee shall have access to his or her personnel file and to all information contained within that file. 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.

#### **15.4 – Association Access**

In the performance of its role as exclusive representative, the Association and its representatives shall have access to Members' Personnel files.

#### **15.5 – Employee Notice**

When the Employer receives a request for review of Member records from a governmental agency or an order for inspection from a court or agency of competent jurisdiction, the Human Resources Office shall make a reasonable attempt to notify the relevant Member of the pending request or order.

#### **15.6 – Records Maintenance**

Upon written request to the Chief of Police or his or her designee, Letters of Reprimand may be purged from the Member'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 Chief of Police or designee shall provide an explanation in writing. Lesser instances of written discipline shall be purged one year after issuance or at the Member's next evaluation, whichever occurs first.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

#### **16.1 – Exclusive Remedy**

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

#### **16.2 – Grievance Defined**

- A)** A “grievance” is any disagreement or dispute between the Employer and the Association regarding the application of this Agreement.
- B)** This procedure shall not be available to probationary Employees in order to appeal a disciplinary action or separation.
- C)** A letter of reprimand given to a Member is not subject to the grievance procedures under this Article. However, a Member may submit a rebuttal memorandum to a letter of reprimand, which shall be attached to it when it is placed in the Member’s personnel file.

#### **16.3 – General Procedures**

- A)** All grievances shall contain the following information:
  - 1)** the name and job classification of the grievant or grievants;
  - 2)** the date of the alleged action or omission which lead to the grievance;
  - 3)** a concise statement of the facts and arguments supporting the grievance;
  - 4)** a list of those articles and sections of the collective bargaining agreement which are alleged to have been violated; and
  - 5)** the remedy sought.
- B)** Should the Employer not comply with the time limits specified in this Article, the Association may immediately refer the grievance to the next higher step. Failure of the Association to comply with the time limits will result in the waiver of this grievance.
- C)** Grievances filed by the Employer shall be filed with the Business Manager.
- D)** "Days", as used within this Article, is defined as calendar days.
- E)** The time limits herein stated may be extended by written mutual agreement of the parties.
- F)** "Class action grievance" shall be defined as a grievance affecting more than one Association Member. Class action grievances shall be filed at Step 2.

**G)** Grievances involving a suspension, demotion or dismissal shall be filed at Step 2.

#### **16.4 – Grievance Procedural Steps**

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

##### **A) Step 1**

- 1) A grievance shall be initiated by the Association submitting the grievance in writing to the grievant's first level of supervision outside the bargaining unit within twenty-one (21) days of the disputed action or inaction, or the date the member knew or should have known of the action or inaction, whichever is later.
- 2) The supervisor shall discuss the grievance with the grievant and his or her Association Representative and provide a written response within fourteen (14) days.

##### **B) Step 2**

- 1) If resolution is not reached at Step 1, the grievance may be submitted to the Chief of Police within fourteen (14) days of the supervisor's response or the date the response was due, whichever is earlier.
- 2) Within fourteen (14) days the Chief shall meet with the grievant and his or her Association Representative to discuss the grievance and shall provide a written response within fourteen (14) days of the meeting.

##### **C) Step 3**

- 1) If resolution is not reached at Step 2 the grievance may be submitted to the City Manager within fourteen (14) days of the Chief's response, or the date the response was due, whichever is earlier.
- 2) Within fourteen (14) days the City Manager shall provide a written response.

##### **D) Step 4**

- 1) If resolution is not reached at Step 3, the grievance may be submitted to arbitration in the following manner: Within twenty-one (21) days of the Association's receipt of the City Manager's response at Step 3 or the date the response was due, whichever is earlier, the Association shall deliver to the City Manager a written demand for arbitration. Within seven (7) days, the Association and the Human Resources Director shall meet in an effort to select an arbitrator. If an arbitrator has not been agreed upon within seven (7) days thereafter, the parties shall jointly contact the United States Federal Mediation and Conciliation Services (USFMCS) or the American Arbitration Association (AAA) to request the names of 11 qualified arbitrators. If the parties cannot mutually agree which list to request, the issue will be resolved by flipping a coin. Within fourteen (14) days of receipt of a list of arbitrators, the parties shall then proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator.

- 2) 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.
- 3) The arbitrator will hear only matters regarding the application 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 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. The arbitrator shall be requested to provide the parties with written findings of fact and conclusions of law, if any, and the complete rationale for any award within 30 days of the hearing. The decision of the arbitrator shall be final and binding upon the parties.
- 4) Each party shall bear its own expenses associated with the arbitration. The arbitrator shall assign his or her fees and expenses to the losing party (i.e.: either to the Association or to the Employer), and if there is no losing party, the fees and expenses shall be borne equally between the parties.

#### **16.5 – Elevated Grievance Filing**

With the written mutual consent of the parties, a grievance may be filed at a higher step if the recipient of the grievance does not have the power or authority to grant the relief requested.

### **ARTICLE 17**

#### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

##### **17.1 – Internal Affairs Investigation Policy**

- A) The Internal Affairs Investigation policy is the procedure used by the department to investigate complaints about Employees and is part of the JPD Regulations and Operations Manual. The Police Chief will give serious consideration to recommendations, comments and suggestions by the Association concerning modifications to the Internal Affairs Investigation policy.
- B) The department will make every effort to complete Internal Affairs Investigations within 90 days of the date of case initiation. Should an Internal Affairs Investigation take longer than 90 days, the Employee under investigation shall be notified in writing of the reasons for the delay and provided with an estimated time of completion.
- C) This Article does not compromise or in any way inhibit the Police Chief's authority to add to, delete from or otherwise amend the JPD Regulations and Operations Manual.
- D) The following rights shall be preserved in the Internal Affairs Investigation policy:

- 1) Employees are entitled to a prompt notice of investigations into complaints concerning them. The notice shall contain a synopsis of the complaint; which shall identify the complainant unless there is reasonable cause not to, and department employees who are involved in conducting the investigation. The notice shall provide sufficient detail for the employee to understand the focus of the investigation.
- 2) If, during the course of the investigation, additional areas of potential misconduct arise that expand the scope of the initial investigation, the employee shall be notified in writing of the new or revised allegations. The Chief, at his or her discretion, may include the additional allegations in the current IA investigation, or open a new IA investigation. If the Association is involved in representing the Member under investigation, the Chief or designee will notify the Association of the expanded scope of allegations.
- 3) Members are entitled to be represented by the Association at interviews and pre-disciplinary conferences. Except in exigent circumstances, the Member will have up to three (3) days to arrange Association representation.
- 4) Questions asked during the interview of the Member subject to the IA shall be confined to those matters related to the notice provided by the investigating officer.
- 5) Interviews with Members during the course of an Internal Affairs Investigation shall be recorded. An Association representative may ask questions of the subject Member at the conclusion of the interview.
- 6) Members are entitled to receive copies of recordings of interviews and investigation reports in a timely manner prior to the pre-disciplinary conference.
- 7) Internal Affairs Investigation files are confidential records maintained by the Chief of Police.
- 8) Members are presumed innocent of misconduct allegations until evidence establishes proof of guilt.
- 9) No materials or reports involving an allegation shall be entered into a Member's CBJ Personnel file when the investigation has exonerated the Member or the allegations have been determined to be unfounded or not sustained.
- 10) The Member and/or the Association (with the Member's written approval) may review a completed Internal Affairs Investigation file by submitting a written request to the Chief of Police.
- 11) Should the investigation result in a recommendation of discipline, the Member and/or the Association (with the Member's written approval) shall be provided with the entire contents of the completed Internal Affairs Investigation file prior to a pre-disciplinary conference or final disposition interview with the Chief of Police or his or her designee;
- 12) Disciplinary action shall be taken for cause, except in the case of the dismissal of a probationary Employee.

**13)** This section is not intended to remove any rights guaranteed by law.

**17.2 – Non Uniformed Dress**

Members not required to wear a uniform must wear clothing that is clean, neat, in good repair, and presents a business-like appearance. The Chief or designee retains the right to provide further policy detail regarding the interpretation of this provision; however, the Chief or designee will not change the current Dress Policy without an opportunity to meet and confer with the union about the changes.

**17.3 – Employee Discipline**

See 13 PR 007.

**17.4 – Political Activity**

See 16 PR 005.

**17.5 – Employment Advantage**

See 16 PR 010.

**17.6 – Political Contributions**

See 16 PR 015.

**17.7 – Political Endorsements**

See 16 PR 020.

**17.8 – Nomination and Candidacy**

See 16 PR 025.

**17.9 – Other Employment**

See 16 PR 030.

**17.10 – Fair Opportunity**

See 16 PR 045.

**17.11 – Probation**

See 6 PR.

For the purposes of 6 PR 010 Duration, the parties recognize that Public Safety Dispatchers shall serve a one year probationary period.

### **17.12 – Employee Evaluation**

**A) Basis**

See 8 PR 005.

**B) Frequency & Standards**

See 8 PR 010.

**C) Discussion**

See 8 PR 015.

**D) Rebuttal**

See 8 PR 020.

**E) Employee Denied Merit Increase**

See 10 PR 085.

**F) Anniversary Date When Merit Increase Denied**

See 10 PR 085

**G) A Member may challenge an evaluation by filing a rebuttal. A rebuttal may be filed within 20 days of the date of the evaluation is finalized. An evaluation is finalized when the Chief of Police signs the evaluation, and the Member receives his or her copy. The Human Resources Director may, at his or her discretion, extend the time frames for the rebuttal. The rebuttal shall be attached to the evaluation as a permanent part of the employee's record.**

### **17.13 – Medical Examination**

No Member shall be required to submit to any medical or psychological examination unless the Employer has notified the Member that there is sufficient cause to support such an examination.

### **17.14 – Layoff/Recall**

**A) General Provisions**

**1) The Chief of Police, upon approval of the City Manager or his or her designee, may lay off a permanent or probationary employee by reason of abolition of position, shortage of work or funds, or other reasons outside the employee's control. A layoff does not reflect discredit on the service of the employee.**

**2) No permanent or probationary employee shall be laid off while there are emergency or temporary employees serving in the same classification.**



- 3) Probationary employees will be laid off prior to permanent employees. An employee who is probationary as the result of a promotion or change in occupation and who held permanent status in the previous classification retains rights as a permanent employee in the previous classification when there has been no break in service.
- 4) No Member shall be laid off because a non Member wishes to return to a bargaining unit position.

**B) Order of Layoff**

Order of layoff is by job classification. Once the Employer identifies the position it intends to vacate through layoff, the following procedure shall apply:

- 1) The Member with the least bargaining unit seniority in the job classification to be vacated shall be identified. If there is a lower job classification in the series, the Member may choose to displace a Member in the lower job classification, provided that the Member in the higher job classification has more seniority than the Member in the next lower classification.
- 2) If the Member with the least bargaining unit seniority in the job classification to be vacated is probationary in that job classification, he or she may choose to displace an employee in the job classification in which he or she formerly held permanent status, provided that the probationary Member has more bargaining unit seniority than the Member who would otherwise be displaced, and provided that the position where the Member formerly held permanent status is in the bargaining unit.
- 3) The Member shall have five (5) working days from the date he or she receives the lay-off notice and a lay-off list of all positions in the classification seniority group in which to exercise an election. Each Member displaced by this procedure shall, in turn, have the right to use this procedure.
- 4) Job Classification series is defined as follows:
  - a) Sergeant  
Police Officer
  - b) Lead Dispatcher  
Dispatcher
  - c) Community Service Officer Supervisor  
Community Service Officer
- 5) If a part-time position is eliminated, the member occupying the part-time position shall be given the opportunity to bump into a full time position provided that the employee occupying the part-time position has greater bargaining unit seniority than the member occupying the full time position.
- 6) Job classifications that exist in multiple departments shall be subject to the reduction in force language contained in the CBJ Personnel Rules.

**C) Methodology**

The following procedures shall govern the process of selecting Members for layoff:

- 1) Lay-offs shall be made in inverse order of bargaining unit seniority within the affected classification, except as provided in 17.6(C)(4).
- 2) Bargaining unit seniority is determined by the provisions of Article 18.1
- 3) If two or more Members have identical bargaining unit seniority, the order of layoff shall be determined by the following:
  - a) The employee who has the most seniority in the classification.
  - b) The employee who has the most favorable overall performance rating score as determined by 14 PR 025 (d).
  - c) A veteran shall be given preference over a non veteran. Veteran is defined as an individual who has been honorably discharged from military service.
  - d) In any case that cannot be determined by the application of veteran's preference, layoff will be determined by lot.
- 4) JPDEA Chapter Officers (President, Vice President and Secretary/Treasurer) shall be considered to have the most bargaining unit seniority in the bargaining unit during the tenure of their offices.

**D) Rights of Laid Off Employees**

- 1) Notification. A Member shall receive a minimum of thirty (30) days written notice of a lay off or proposed layoff. All Members on the lay-off list, from which the laid off Member may exercise his or her displacement rights, shall receive notice of the lay-off, its effective date and the possibility of being displaced. The Member laid off through the displacement process shall receive notice in advance of the potential lay-off and at least ten (10) working days written notice in advance of the effective date of the actual lay-off.
- 2) At the time of layoff, the Member will receive payment for all personal leave.
- 3) No temporary or seasonal Members shall be hired while bargaining unit Members are in layoff status unless the laid off bargaining unit Member is first offered the work and does not accept. A laid off Member may reject a temporary or seasonal position without losing lay-off recall rights. Notice to the laid off Member shall include the estimated duration of the temporary or seasonal position.
- 4) Upon layoff, the laid off Member shall be placed on the layoff list for the job classification series from which the Member was laid off, and for the bargaining unit. Recall rights exist for two (2) years from the effective date of the layoff.

- 5) The job classification series layoff list shall be ranked in inverse order of layoff. Any vacant position that the Employer elects to fill in the job classification series shall be offered to the first Member on the job classification series layoff list, provided however, that a Member may not be recalled to a higher classification than he or she previously held.
- 6) To be reappointed a Member on layoff status must meet the licensing and certification required for the other incumbents in the classification.
- 7) The Human Resources Director will mail copies of all job announcements directly to the Member while the Member is on layoff status unless the Member notifies the Human Resources Director to the contrary.
- 8) A Member on layoff status may apply for any position as a current Member. Applicants on layoff status will receive particular consideration. The Human Resources Director shall require written justification to fill a vacant position within the bargaining unit with someone other than a Member on layoff status from a position within the bargaining unit.
- 9) A Member on layoff status may, without forfeiting layoff rights, accept any position outside the bargaining unit, or any position within the bargaining unit.
- 10) When a Member on layoff status is appointed to a permanent position in the Member's former job classification, the Member will resume employment with the same status, range and step held at the time of layoff.
- 11) When a Member on layoff status is offered appointment to a closely related classification the department director and the Human Resources Director shall determine the Member's status. The department director shall inform the Member of the proposed status prior to the appointment becoming effective.
- 12) When a Member on layoff status accepts an appointment to an unrelated job classification, a probationary period must be served.
- 13) When a Member on layoff status is appointed to a permanent position, the period of layoff will be recorded as leave without pay.

**E) Employee Obligations**

- 1) When a Member on layoff status refuses or fails to respond to a written offer of appointment to the Member's former classification within 10 days, layoff status is ended and the employee will be separated in good standing.
- 2) When a Member on layoff status fails to respond within 10 days to a written inquiry relating to availability for appointment, layoff status is ended and the Member will be separated in good standing.

**17.15 - Cell Phone Use**

16 PR 105 shall apply to Members of this bargaining unit except that department issued cell phones may be used to conduct normal police business.

### **17.16 – Elections**

The Employer shall provide reasonable and necessary time for members to vote in municipal, state, and federal elections when the member is unable to vote outside of working hours.

Uniformed Members may vote in municipal, state, and federal elections while in uniform on their way to and from work or during their paid lunch breaks.

## **ARTICLE 18**

### **SENIORITY**

#### **18.1 – Bargaining Unit Seniority**

- A)** The Member having the longest term of unbroken service in the Job Classification Series as defined in 17.14 shall be number one on the seniority list within the applicable job classification series. All other Members shall be listed in descending order.
- B)** Should it become necessary to break identical bargaining unit seniority ties within a job classification, that Member with the longest permanent/probationary service with the City and Borough of Juneau shall be ranked first. If a tie still exists after considering total CBJ service, seniority will be determined by lot.
- C)** Bargaining Unit seniority will be based on Job Classification Series as defined in 17.14, B 4.
- D)** Bargaining unit service shall be prorated for periods of part-time employment.
- E)** When Members who are not classified as Call Takers, Dispatchers, or Lead Dispatchers are temporarily assigned to work in the Communications Center, seniority shall be determined by the Member with the longest term of unbroken service with the JPDEA bargaining unit.

#### **18.2 – Impact of Seniority**

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

#### **18.3 – 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.

**18.4 – Retention of Seniority**

A Member promoted or assigned to a position outside those job classifications represented by the Association who remains within the police 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 Member's one (1) year period of absence.

**18.5 – 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 Members to work schedules.
- B) The Employer affirms that they will give consideration to bargaining unit seniority in assigning Members to work schedules to the extent that seniority will normally be the determining factor when it does not adversely affect service to the community or the good of the police department.
- C) Bargaining unit seniority shall be applied in matter of reduction in force. See Article 17.14.
- D) Bargaining unit seniority shall be principally applied in annual leave selection procedures and assignment of overtime. Annual leave selection shall progress by job classification starting with the highest ranking job classifications.

**18.6 – Paid Reserve Officers**

The provisions of Article 18 do not apply to Paid Reserve Officers except that if more than one Paid Reserve Officer request a work assignment, it will be assigned to the member with the earliest appointment date as a Paid Reserve Officer.

**18.7 – On-call Dispatchers**

The provisions of Article 18 do not apply to On-call Dispatchers except that if more than one On-call Dispatcher requests a work assignment, it will be assigned to the member with the earliest appointment date as an On-call Dispatcher.

## **ARTICLE 19**

### **PERSONNEL RULES**

#### **19.1 – Application**

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

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

#### **19.2 – Letter of Agreement**

- A)** 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. The parties agree to negotiate the signing of such a Letter of Agreement within 20 business days of a change to the Personnel Rules.
- B)** When anticipating modifications to the Personnel Rules, which could affect classifications represented under this Agreement, the City shall notify the Association of the proposed changes prior to presentation to the Assembly.

#### **19.3 – Addendum**

Personnel Rules referenced in this Agreement shall be included in the Agreement as an attachment. Members should be cognizant that other Personnel Rules may apply.

## **ARTICLE 20**

### **INTERPRETATIONS AND DEFINITIONS**

#### **20.1 – Tense and Number**

As used in this Agreement:

- A)** words in the present tense include the past and future tenses and words in the future tense include the present tense; and
- B)** words in the singular number include the plural and words in the plural number include the singular.

#### **20.2 – Words and Terms**

The interpretation of this Agreement shall be governed by the strict application of the words and terms used as defined by the most recent edition of “Webster’s New World

Dictionary, College Edition” unless a word or term is specifically defined within the Agreement as having another meaning.

### **20.3 – Definitions**

As used within this Agreement:

- A)** “Association” means the Public Safety Employees Association.
- B)** “Bargaining unit” means those positions and the Employees occupying the positions that are within the Juneau Police Department and certified by the Juneau Personnel Board as being within the unit and those modifications to the group agreed to by the Association and the Employer or ordered by the Juneau Personnel Board.
- C)** “Classification specification” means a written statement including a title, description of duties, responsibilities and minimum qualifications. The duties and responsibilities included in classification specifications are guidelines and are not inclusive of all duties and responsibilities in positions allocated to a particular job classification.
- D)** “Day(s)” means calendar days, exclusive of holidays.
- E)** “Department director” means the Police Chief.
- F)** “Employee” means a person paid a wage by the City and Borough of Juneau who holds a permanent, probationary or long term temporary appointment to a position that is within the bargaining unit.
- G)** “Employer” means the City and Borough of Juneau, Alaska.
- H)** “Holiday” means:
  - 1)** the first of January known, as New Year’s Day;
  - 2)** the third Monday in January, known as Martin Luther King Jr.’s birthday;
  - 3)** the third Monday in February, known as Presidents’ Day;
  - 4)** the last Monday in March, known as Seward’s Day;
  - 5)** the last Monday in May, known as Memorial Day;
  - 6)** the fourth of July, known as Independence Day;
  - 7)** the first Monday in September, known as Labor Day;
  - 8)** the 18th of October, known as Alaska Day;
  - 9)** the 11th of November, known as Veterans’ Day;
  - 10)** the fourth Thursday in November, known as Thanksgiving;
  - 11)** the day after Thanksgiving;
  - 12)** the 25th of December, known as Christmas; and
  - 13)** every day designated a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.
- I)** “Manager” means the manager or acting manager of the City and Borough of Juneau as provided by CBJ Chapter 03.05.
- J)** “Member” means a person paid a wage by the City and Borough of Juneau who holds a permanent, probationary or a long term temporary appointment to a position that is within the bargaining unit.

- K) "Paid Reserve Officer" means an employee who is employed as a Part Time Limited employee normally assigned each year between April 1 and October 1 and who may be called out to work at any time for emergency situations or grant opportunities when no regular officer volunteers to work.
- L) "Personnel file" means those documents, reports and evaluations written or otherwise recorded pertaining to an Employee's job performance and fitness for duty as maintained by the Chief of Police or Human Resources Director.
- M) "Travel status" means that time beginning when an Employee leaves the jurisdiction of the Juneau Police Department while on duty and ending when the Employee returns to the jurisdiction of the Juneau Police Department. However, a trip that begins at the Employee's normal place of work and ends at the Employee's normal place of work in the same workday does not qualify as travel status.
- N) "Union" means the Public Safety Employees Association.

## **ARTICLE 21**

### **PRINTING OF AGREEMENT**

Within ninety (90) days after the final ratification of this Agreement, the parties agree that an Employer representative and an Association representative will meet and agree on the format, size and specifications of the Agreement to be printed. The Employer shall be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost required for printing that number of copies.

The Employer will provide to the Association a finalized electronic version of the Agreement including the complete Personnel Rules in effect at the time of the signing of the Agreement (in Microsoft Word format).

## **ARTICLE 22**

### **AVAILABILITY OF PARTIES TO EACH OTHER**

The parties agree that representatives of the Association and the Employer shall meet at reasonable times for discussions of this Agreement, its interpretations, continuation or modification and other matters of mutual concern. Both parties agree that an obligation exists to meet expeditiously and in good faith.



## **ARTICLE 23**

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

#### **23.1 – Subordination**

The Employer and the Association 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 Association 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**

Upon request, 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 Association. 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 understandings, and concludes all collective bargaining for the duration of this Agreement.

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

## **ARTICLE 25**

### **DURATION OF AGREEMENT**

#### **25.1 – Effective Dates**

This Agreement shall become effective upon signing or, on July 1, 2013, whichever comes later, and shall remain in effect through June 30, 2016. This Agreement may be extended by written agreement between the Association and the Employer.

#### **25.2 – Renewal**

A) Either party desiring to negotiate a successor Agreement shall notify the other party of those intentions between September 1, 2015 and September 15, 2015.

- B)** On the first day of bargaining, each party will submit specific negotiation proposals that shall be addressed in negotiations, in writing to the other party. No other proposals can be unilaterally submitted.
- C)** The ground rules agreed upon in negotiations will govern the bargaining unless the parties agree to amend the ground rules. Proposed amendments to the ground rules must be included in the exchange of contract proposals.

**25.4 – Other Modifications**

Nothing herein precludes the termination, modification or amendment of this Agreement at any time by the written mutual consent of the parties.

This Agreement is executed this 24<sup>th</sup> day of June, 2013 by the duly authorized agents and representatives of the parties hereto at Juneau, Alaska.


PUBLIC SAFETY EMPLOYEES  
ASSOCIATION

THE CITY AND BOROUGH  
OF JUNEAU, ALASKA

  
\_\_\_\_\_  
Jake Metcalfe  
Executive Director


  
\_\_\_\_\_  
Kimberly Kimberley A Kiefer  
City Manager

THE CITY AND BOROUGH OF JUNEAU, ALASKA  
NEGOTIATING TEAM

  
\_\_\_\_\_  
Mila Cosgrove  
Human Resources Director  
Chiefspekesperson


  
\_\_\_\_\_  
Bryce Johnson  
Chief of Police


  
\_\_\_\_\_  
Ed Mercer  
Deputy Police Chief

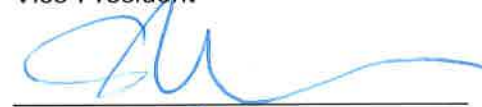
  
\_\_\_\_\_  
Sarah Cole  
Negotiator/Note taker

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.  
NEGOTIATING TEAM

  
\_\_\_\_\_  
Chris Gifford  
President

  
\_\_\_\_\_  
Lee Phelps  
Vice-President

  
\_\_\_\_\_  
Kelly MacGee  
Negotiator/Note taker

  
\_\_\_\_\_  
Steve Sorenson  
Union Counsel, PSEA

**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)

**APPENDIX “B”**

**CHART ON APPLICABILITY OF PERSONNEL RULES**

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

<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
<b>Rule 1</b>	<b>Position Classification</b>	Entire Rule applies	
<b>Rule 2</b>	<b>Recruitment</b>	Entire Rule applies	
<b>Rule 3</b>	<b>Examination</b>	Entire Rule applies	
<b>Rule 4</b>	<b>Selection</b>	Entire Rule applies	
<b>Rule 5</b>	<b>Appointments</b>	Entire Rules applies with the exception of 5 PR 015(a) and (d), 5 PR 021 and 5 PR 045	
<b>Rule 6</b>	<b>Probationary Periods</b>	Entire Rule applies+	17.11
<b>Rule 7</b>	<b>Hours of Work &amp; Holidays</b>		
<b>7 PR 005</b>	<b>Scheduling Hours of Work</b>	Applies	18.5(A)
7 PR 010	Minimum Work Week	Applies	18.5(A)
7 PR 015	Normal Work Week	Applies	18.5
7 PR 020	Normal Work Day	Applies +	7.2
7 PR 021	Employee Furlough	Does Not Apply	
7 PR 025	City and Borough Holidays	Replaced by Contract	20.3 (H)
7 PR 026	Eaglecrest Holidays	Does not apply	
7 PR 030	Alternate Leave	Replaced by Contract	8.17
<b>Rule 8</b>	<b>Performance Evaluations</b>	Entire Rule applies	
<b>Rule 9</b>	<b>Training</b>		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Does not Apply	
9 PR 020	Training Reimbursement		
9 PR 020 (a)(1)	Department Required Training	Replaced by Contract	10.2
9 PR 020 (a)(2)	Department Required Training	Applies	
9 PR 020 (b)	Employee Requested Training	Replaced by Contract	10.5
9 PR 025	Training Reimbursement Schedule	Replaced by Contract	10.4
9 PR 030	Licenses and Certifications	Applies	
<b>Rule 10</b>	<b>Pay</b>		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies	
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Applies +	8.6
10 PR 045	Pay Range Increase	Applies	
10 PR 050	Involuntary Demotion	Applies	

<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
10 PR 051	ADA Reassignment	Applies	
10 PR 055	Voluntary Demotion	Applies	
10 PR 060	Transferred Employee	Applies	
10 PR 065	Change of Occupation	Applies	
10 PR 070	Appointment Effective Date	Applies	
10 PR 075	Merit Anniversary Date	Applies	
10 PR 080	Merit Increase	Applies	
10 PR 085	Merit Increase not Earned	Applies	
10 PR 090	Step Reduction	Applies	
10 PR 095	Increased Responsibilities Differential	Replaced by Contract	8.12
10 PR 097	Temporary Supervision Pay	Replaced by Contract	8.13, 8.14
10 PR 098	Acting in a Higher Range Pay	Does not Apply	8.13, 8.14
10 PR 100	Shift Differentials	Replaced by Contract.	8.23
10 PR 105	Standby Pay	Replaced by Contract	8.8
10 PR 110	Call out	Replaced by Contract	8.9
10 PR 115	Sixth and Seventh Day	Replaced by Contract	8.11
10 PR 120	Overtime Defined	Replaced by Contract	8.4, 8.5
10 PR 125	Overtime Rate	Replaced by Contract	8.4(A)
10 PR 130	Overtime Payment	Replaced by Contract	8.17
10 PR 135	Maximum Compensatory Time	Replaced by Contract	8.17
10 PR 140	Compensatory Time Payment	Replaced by Contract	8.17
10 PR 145	Holiday Pay	Replaced by Contract	8.16
10 PR 150	Total Remuneration	Applies	
<b>Rule 11</b>	<b>Leave</b>		
11 PR 005	Scope	Applies	
11 PR 010	Accrual Rates	Replaced by Contract	6.1, 6.2
11 PR 012	Personal Leave Cash in	Replaced by Contract	6.20
11 PR 015	Reserved	N/A	
11 PR 016	Annual leave for Eaglecrest	Does Not Apply	
11 PR 017	Sick Leave for Eaglecrest	Does Not Apply	
11 PR 020	Accrual During Unauthorized Leave	Replaced by Contract	6.3
11 PR 025	Leave Anniversary	Replaced by Contract	6.4
11 PR 030	Minimum Leave Use	Replaced by Contract	6.5
11 PR 035	Maximum Leave Carry-over	Replaced by Contract	6.6
11 PR 040	Use of Personal Leave	Replaced by Contract	6.7, 6.8, 6.9, 6.10
11 PR 045	Direction to take leave	Replaced by Contract	6.5 (C)
11 PR 050	Bereavement Leave	Replaced by Contract	6.9(C)
11 PR 055	Banked Medical Leave	Does not Apply	
11 PR 060	Use of Leave to Supplement Workers' Compensation	Applies	
11 PR 065	Leave without Pay	Replaced by Contract	6.10
11 PR 067	Family Medical Leave	Replaced by Contract	6.21
11 PR 075	Effect of Leave without Pay	Replaced by Contract	6.12
11 PR 080	Adjustment of Anniversary dates	Replaced by Contract	6.12(B)
11 PR 081	Employee Furlough	Does not apply	
11 PR 085	Court Leave	Replaced by Contract	6.13
11 PR 090	Military Leave without Pay	Applies+	See 6.14

<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
11 PR 095	Military leave with Pay	Applies+	6.14
11 PR 100	Emergency Service Leave	Applies+	See 6.15
11 PR 105	Maximum Paid Military and Emergency Service Leave	Applies+	See 6.16
11 PR 110	Donation of Leave	Replaced by Contract	6.7
11 PR 115	Seasonal Leave	Applies	
11 PR 120	Medical Leave on Separation	Does not Apply	
11 PR 125	Personal or Annual Leave on Separation	Replaced by Contract	6.17
11 PR 130	Parent-Teacher Conference Leave	Applies+	6.22
<b>Rule 12</b>	<b>Resignation, Nondisciplinary Separation and Voluntary Demotion</b>	Entire Rule Applies	
<b>Rule 13</b>	<b>Disciplinary Actions</b>	Entire Rule Applies	
<b>Rule 14</b>	<b>Reduction in Work Force</b>	Replaced by Contract classifications contained solely in the BU. For classifications occurring in other departments, the entirety of Rule 14 applies.	17.14
<b>Rule 15</b>	<b>Grievance and Appeal Procedure</b>	Replaced by Contract	Article 16
<b>Rule 16</b>	<b>Standards of Conduct</b>	Entire Rule Applies+	17.4, 17.7
<b>Rule 17</b>	<b>General Provisions</b>		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 15
17 PR 015	Continuation of Health Insurance	Replaced by Contract	11.1 and 11.2
17 PR 020	Licensed Employees	Applies	
17 PR 025	Wearing of Uniforms	Replaced by Contract	9.7
<b>Rule 18</b>	<b>Compensation and Reimbursements</b>		
18 PR 005	Pay Schedules	Replaced by Contract	8.1
18 PR 010	Daily Pay Rate for Salaried Employees	Does not apply	
18 PR 015	Shift Differentials	Replaced by Contract.	8.22
18 PR 020	Standby Rate	Replaced by Contract	8.8
18 PR 025	Increased Responsibilities Differential	Replaced by Contract	8.12
18 PR 026	Temporary Supervision Pay	Replaced by Contract	8.13, 8.14
18 PR 027	Health Benefits and Employee Wellness	Replaced by Contract	11.3
18 PR 030	Uniforms	Replaced by Contract	Article 9
18 PR 035	Tool Allowance	Does not apply	
18 PR 037	Repayment to Employer	Replaced by Contract	9.8
18 PR 040	Travel Reimbursement	Applies+	Article 12
18 PR 045	Mileage and Vehicle Allowance	Applies	
18 PR 050	Awards	Applies	
18 PR 055	Reimbursement of	Applies	



<b>Personnel Rule</b>	<b>Topic</b>	<b>Effect on Agreement</b>	<b>Contract Provision</b>
	Interview Travel Expenses		
18 PR 060	Relocation Expense	Applies	
<b>Rule 19</b>	<b>Eaglecrest Ski Area Pay</b>	Entire Rule does not apply	
<b>Rule 20</b>	<b>Definitions</b>	Applies +	See specific definitions Article 20.

**Key:**

Applies = Personnel Rule applies in total

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

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

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

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**APPENDIX “C”**

**PERSONNEL RULES REFERENCED IN THIS AGREEMENT**

11 PR 090	Military Leave Without Pay
11 PR 095	Military Leave With Pay
11 PR 100	Emergency Service Leave
11 PR 105	Maximum Paid Military and Emergency Service Leave
13 PR 007	Disciplinary Actions, Purpose
16 PR 005	Political Activity
16 PR 010	Employment Advantage
16 PR 015	Political Contributions
16 PR 020	Political Endorsements
16 PR 025	Nominations and Candidacy
16 PR 030	Other Employment
16 PR 045	Fair Opportunity
6 PR	Probationary Periods
8 PR 005	Performance Evaluations, Basis
8 PR 010	Performance Evaluations, Frequency and Standards
8 PR 015	Performance Evaluations, Discussion
8 PR 020	Performance Evaluations, Rebuttal
10 PR 085	Pay, Merit Increase Not Earned

APPENDIX “D”

PAY SCALES

Effective July 1, 2013		STEPS												
1%, N, O, P at 4%		A	B	C	D	E	F	J	K	L	M	N	O	P
	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
CSO	450	24.13	24.98	25.85	26.74	27.67	28.65	29.80	30.99	32.23	33.53	34.87	36.27	37.72
Supervisory CSO	455	27.52	28.51	29.48	30.53	31.57	32.71	34.02	35.35	36.78	38.28	39.81	41.40	43.05
Police Officer/Paid Reserve Officer	461	28.41	29.40	30.44	31.49	32.59	33.73	35.09	36.48	37.95	39.47	41.05	42.69	44.40
Police Sergeant	471	32.41	33.56	34.72	35.95	37.19	38.51	40.06	41.65	43.31	45.06	46.86	48.73	50.68
Admin Assist I	510	18.58	19.19	19.84	20.48	21.17	21.89	22.35	22.86	23.35	23.87	24.38	24.93	25.47
Evidence/Property Technician	511	19.84	20.48	21.17	21.89	22.60	23.35	23.87	24.38	24.93	25.47	26.49	27.55	28.65
Admin Assist II	512	21.17	21.89	22.60	23.35	24.12	24.93	25.47	26.03	26.61	27.18	28.27	29.40	30.57
Admin Assist III														
Evidence/Property Specialist	514	24.12	24.93	25.74	26.61	27.48	28.41	29.03	29.67	30.31	30.98	32.22	33.50	34.84
Investigations Support Specialist	531	20.78	21.50	22.26	23.03	23.84	24.66	25.64	26.68	27.74	28.86	30.01	31.21	32.46
Dispatcher	541	23.48	24.30	25.15	26.03	26.96	27.88	29.01	30.16	31.36	32.62	33.93	35.29	36.70
Lead Dispatcher	551	24.99	25.87	26.68	27.70	28.67	29.67	30.87	32.10	33.37	34.71	36.10	37.55	39.05

**Academy Pay:** The rate of pay for Members attending the Alaska Law Enforcement Training Course also known as the Basic Peace Officer Training Course will be 27.30% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.

Effective July 7, 2014		STEPS												
2%		A	B	C	D	E	F	J	K	L	M	N	O	P
	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
CSO	450	24.61	25.48	26.36	27.28	28.23	29.23	30.39	31.61	32.87	34.20	35.57	36.99	38.47
Supervisory CSO	455	28.07	29.08	30.07	31.14	32.20	33.36	34.70	36.06	37.52	39.05	40.61	42.23	43.91
Police Officer/Paid Reserve Officer	461	28.98	29.99	31.05	32.12	33.24	34.41	35.79	37.21	38.70	40.26	41.87	43.55	45.29
Police Sergeant	471	33.06	34.23	35.42	36.66	37.93	39.28	40.86	42.49	44.17	45.96	47.80	49.71	51.70
Admin Assist I	510	18.96	19.57	20.23	20.89	21.59	22.32	22.80	23.31	23.82	24.34	25.32	26.33	27.38
Evidence/Property Technician	511	20.23	20.89	21.59	22.32	23.06	23.82	24.34	24.87	25.43	25.98	27.02	28.10	29.23
Admin Assist II	512	21.59	22.32	23.06	23.82	24.60	25.43	25.98	26.55	27.15	27.72	28.83	29.98	31.18
Admin Assist III														
Evidence/Property Specialist	514	24.60	25.43	26.26	27.15	28.03	28.98	29.61	30.27	30.92	31.60	32.86	34.17	35.54
Investigations Support Specialist	531	21.19	21.93	22.71	23.49	24.31	25.16	26.16	27.22	28.30	29.43	30.61	31.83	33.11
Dispatcher	541	23.95	24.79	25.65	26.55	27.50	28.43	29.59	30.76	31.99	33.28	34.61	35.99	37.43
Lead Dispatcher	551	25.49	26.38	27.22	28.26	29.25	30.27	31.48	32.74	34.04	35.41	36.82	38.30	39.83

**Academy Pay:** The rate of pay for Members attending the Alaska Law Enforcement Training Course also known as the Basic Peace Officer Training Course will be 27.30% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.

Effective July 6, 2015		STEPS												
2%		A	B	C	D	E	F	J	K	L	M	N	O	P
	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
CSO	450	25.10	25.99	26.89	27.83	28.79	29.81	31.00	32.24	33.53	34.89	36.28	37.73	39.24
Supervisory CSO	455	28.63	29.66	30.67	31.76	32.85	34.03	35.39	36.78	38.27	39.83	41.42	43.07	44.79
Police Officer/Paid Reserve Officer	461	29.56	30.59	31.67	32.76	33.91	35.10	36.50	37.96	39.48	41.07	42.71	44.42	46.19
Police Sergeant	471	33.72	34.92	36.13	37.40	38.69	40.07	41.67	43.34	45.06	46.88	48.75	50.70	52.73
Admin Assist I	510	19.33	19.97	20.64	21.31	22.02	22.77	23.25	23.78	24.29	24.83	25.82	26.86	27.93
Evidence/Property Technician	511	20.64	21.31	22.02	22.77	23.52	24.29	24.83	25.37	25.93	26.50	27.56	28.66	29.81
Admin Assist II	512	22.02	22.77	23.52	24.29	25.09	25.93	26.50	27.08	27.69	28.28	29.41	30.58	31.81
Admin Assist III														
Evidence/Property Specialist	514	25.09	25.93	26.78	27.69	28.59	29.56	30.20	30.87	31.53	32.23	33.52	34.86	36.25
Investigations Support Specialist	531	21.62	22.37	23.16	23.96	24.80	25.66	26.68	27.76	28.87	30.02	31.22	32.47	33.77
Dispatcher	541	24.43	25.28	26.17	27.08	28.05	29.00	30.18	31.38	32.63	33.94	35.30	36.71	38.18
Lead Dispatcher	551	26.00	26.91	27.76	28.82	29.83	30.87	32.11	33.39	34.72	36.12	37.56	39.06	40.63

**Academy Pay:** The rate of pay for Members attending the Alaska Law Enforcement Training Course also known as the Basic Peace Officer Training Course will be 27.30% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.

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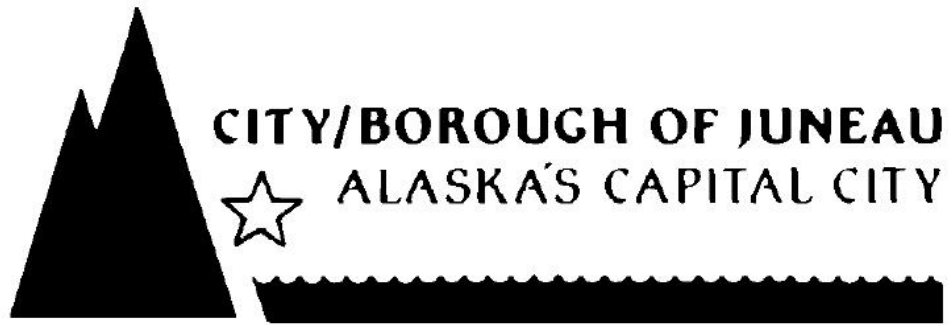
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## X-Y-Z



# **PERSONNEL RULES**

Effective June 24, 2013

**CITY AND BOROUGH  
OF  
JUNEAU, ALASKA**

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CITY AND BOROUGH OF JUNEAU

PERSONNEL RULES

Effective 6/24/13

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**CBJ Administrative Policies are available through the City Manager’s Office or at:**

[http://www.juneau.org/personnel/documents/CBJ\\_Administrative\\_Policies.pdf](http://www.juneau.org/personnel/documents/CBJ_Administrative_Policies.pdf)

**RULE 1  
POSITION CLASSIFICATION**

**Section**

**005. Classification Plan**

**010. Classification Specifications**

**015. Use of Classification Titles**

**020. Allocation of Positions**

**025. Effective Date of Allocation Actions**

**1 PR 005. Classification Plan.**

The Human Resources Director shall prepare and maintain a position classification plan which provides for a grouping of all positions in the classified service and the partially exempt service on the basis of typical duties, responsibilities and qualifications. (*Res. No. 2370, 2006*)

**1 PR 010. Classification Specifications.**

(a) The Human Resources Director shall provide and maintain written specifications for each classification. Each specification for the classified service must include a title, a description of the duties, responsibilities and minimum qualifications. Each specification for the partially exempt service must include a title, a description of the duties, responsibilities and desired qualifications. The duties and responsibilities included in classification specifications are guidelines and are not inclusive of all duties and responsibilities in positions allocated to a particular class.

(b) The statement of minimum qualifications is the minimum education, experience, and other qualifications required of a new appointee to a position in the classification. When minimum qualifications change as a result of federal, state, occupational or professional requirements, current employees in the job classification may be required to meet the new minimum qualifications and shall be given a reasonable time to do so. (*Res. No. 2370, 2006*)

**1 PR 015. Use of Classification Titles.**

The title of a classification is the official title for every position allocated to that classification. For the purpose of internal management, abbreviations or working titles may be used.

**1 PR 020. Allocation of Positions.**

(a) The Human Resource Director shall allocate all existing and new positions in the classified service and the partially exempt service to classifications according to established classification specifications.

(b) The department director requesting allocation action shall provide the Human Resource Director with a written description of the duties, responsibilities and authority assigned to the position. The department director shall also submit other information as may be required by the Human Resource Director and such classification recommendations that are appropriate.

(c) The department director shall provide the Human Resource Director with a revised position description if any change is made which may affect the allocation of a position or the standards for evaluating the performance of the employee occupying the position.

(d) The department director shall provide the incumbent of a position with a copy of the current position description no later than the effective date of the position description.

(e) An employee who considers his or her position improperly allocated may submit a request for allocation to a different classification in writing to his or her immediate supervisor. The immediate supervisor and the department director shall review, and revise if necessary, the employee's position description to assure that the duties and responsibilities of the position are accurately recorded. The department director shall submit the position description to the Human Resource Director for review. The Human Resource Director shall review the position description for proper allocation. Final allocations are subject to budget constraints as determined by the City Manager. This process shall be the sole and exclusive remedy for disputes regarding the allocation of a position or a group of positions. (*Res. No. 2370, 2006; 2422(c), 2007*)

**1 PR 025. Effective Date of Allocation Action.**

The effective date of any allocation action shall be the first day of the pay period following the date of the action, unless another date is specified.

**RULE 2  
RECRUITMENT****Section****005. General****010. Announcements****015. Announcement Distribution****020. Recruitment Outside of Juneau****025. Applications****030. Notice to Applicants****2 PR 005. General.**

This Rule applies only to the classified service. The Human Resource Director may use whatever methods are appropriate to recruit qualified applicants. Recruitment may be restricted to current employees including general government, Bartlett Memorial Hospital, Airport, Eaglecrest, Harbors, and School District employees. (*Res. No. 2370, 2006; 2422(c), 2007*)

**2 PR 010. Announcements.**

(a) Recruitment for permanent full time, permanent part time, permanent seasonal, Eaglecrest seasonal, benefited Eaglecrest limited, and long term temporary vacancies must be publicly announced prior to appointment. Part-time limited, non-benefited Eaglecrest limited, short term temporary, preferential appointments made in accordance with 4 PR 006 – 009 and nonpreferential appointments in made accordance with 4 PR 010 – 011 are not subject to public announcement. Vacancies filled through the transfer of a current employee in accordance with 5 PR 035 need not be publicly noticed provided the position to which the employee is transferring from is the same status type as the position the employee is transferring to.

(1) Announcements must be in writing and must include: the title of the position, the department, the division, position status, type of appointment, the pay range or rate, minimum qualifications, typical duties, the dates applications will be accepted, and the place and manner of filing applications. The Human Resource Director may add any additional information believed advisable.

(2) All announcements must be posted for not less than five days, excluding Saturdays, Sundays and those holidays listed in these Rules.

(3) The Human Resource Director may authorize the use of an applicant pool to fill more than one vacancy provided that the additional appointment from the applicant pool occurs within 60 days of the original announcement closing. The additional position to be filled must be in the same job classification and the duties performed shall be reasonably similar to the original vacancy announced. (*Res. No. 2210, 2003; 2370, 2006; 2422(c), 2007; 2500, 2009; 2649, 2013*)

**2 PR 015. Announcement Distribution.**

(a) The Human Resources Director shall distribute Job Announcements to all departments for posting.

(b) The Human Resources Director shall distribute all Job Announcements not restricted to current employees to the Alaska State Employment Service and local minority and women's organizations as provided for by the Affirmative Action Plan.

(c) The Human Resources Director shall place an advertisement in the local newspaper when deemed appropriate by the Human Resources Director or the department director. (*Res. No. 2370, 2006*)

**2 PR 020. Recruitment Outside of Juneau.**

(a) If the Human Resources Director determines that insufficient competition exists or will exist, the announcement of a vacancy may include recruitment of any applicant with the legal right to work in the United States. The department director shall rank candidates for selection in accordance with 4 PR 020.

(b) The Human Resources Director shall prepare and place all advertisements. (*Res. No. 2210, 2003; 2370, 2006*)

**2 PR 025. Applications.**

All applications must be made on a form provided by the Human Resources Director. (*Res. No. 2370, 2006*)

**2 PR 030. Notice to Applicants.**

The Human Resources Director shall notify each applicant in writing of the status of the application within ten days of the closing period. (*Res. No. 2370, 2006*)



**RULE 3  
EXAMINATION****Section****005. General****010. Examination Methods****015. Medical Examination****020. Disqualification of Applicants****025. Criminal Convictions****030. Notice of Examination Results****035. Confidential Information****040. Retention of Records****3 PR 005. General.**

(a) Except for the provisions on medical examinations and medical records, this Rule applies only to the classified service.

(b) The department director shall provide the Human Resources Director with a written copy of the methods and materials for the examination of applicants prior to receiving the application file. All examinations must relate to the applicant's job-related knowledge, skills, ability and willingness to discharge the duties and responsibilities of the position. If the department director changes the methods and materials for examination subsequent to receiving the application file, the changes must first be reviewed by the Human Resources Director. The Human Resources Director shall keep a written copy of the methods and materials. (*Res. No. 1551, 1992; 2210, 2003; 2370, 2006*)

**3 PR 010. Examination Methods.**

The appropriate form of each examination shall be determined by the department director and may include oral, written, medical or physical examinations or tests, ratings of training and experience, assessment centers, employment references, background investigations, reports of supervisors, performance evaluations, work samples and personal references. The department director is responsible for setting any minimum qualifying scores for examinations.

**3 PR 015. Medical Examination.**

A department director requiring medical examinations must establish medical standards related to the duties and responsibilities of the position. Standards may differ based on the duties and responsibilities of each position. Medical examinations must be conducted by a licensed physician approved by the department director. Medical examinations may not be required except as a condition of appointment when a formal job offer has been made. No appointment is effective until the applicant meets the medical standards. (*Res. No. 1551, 1992*)

**3 PR 020. Disqualification of Applicants.**

(a) The Human Resources Director shall disqualify an applicant who has failed to submit an application within the prescribed time limit.

(b) A department director, with the concurrence of the Human Resources Director, shall disqualify an applicant who fails to meet the minimum qualifications established for the job classification.

(c) A department director, with the concurrence of the Human Resources Director, shall disqualify an applicant who:

(1) Has made a false statement of fact material to the position applied for;

(2) Has used or attempted to use political influence or bribery to secure an advantage in the examination or appointment, or;

(3) Has directly or indirectly obtained information regarding examinations which an applicant is not entitled to obtain.

(d) A department director, with the concurrence of the Human Resources Director, may disqualify an applicant who has been dismissed from employment for misconduct, unsatisfactory performance of duties or other similar cause.

(1) In making the determination of whether an applicant should be disqualified, the relationship of the dismissal to the duties and responsibilities of the position and the amount of time which has passed since the dismissal shall be considered. The circumstances under which the dismissal occurred and the age of the applicant at the time of the dismissal may be considered. (*Res. No. 2049, 2000; 2210, 2003; 2370, 2006*)

**3 PR 025. Criminal Convictions.**

(a) An applicant must report a misdemeanor conviction that occurred within the preceding 5 years, and a felony conviction regardless of the date it occurred.

(b) A department director shall review the applications of applicants convicted of crimes and may disqualify the applicant if the offense for which the applicant was convicted directly relates to the ability to discharge the duties and responsibilities of the position.

(c) In making the determination of whether an applicant should be disqualified, the department director shall consider the relationship of the offense to the duties and responsibilities of the position and the amount of time which has passed since commission of the offense. The department director may consider the circumstances under which the offense occurred and the age of the applicant at the time the offense was committed. (*Res. No. 2370, 2006*)

**3 PR 030. Notice of Examination Results.**

Within 10 days of the determination the department director shall provide written notice to all disqualified applicants including written notice of examination results to all eligible applicants. *(Res. No. 2370, 2006)*

**3 PR 035. Confidential Information.**

(a) Reports regarding reputation, previous employment, background investigations and similar information obtained as a result of confidential inquiries are confidential and are not available to the applicant.

(b) Medical records are confidential and may not be included within an employee's personnel file. Medical records are available to the employee unless the medical officer who authored the record has prohibited the employee's access to the record.

(c) Examination items which may be used in future examinations may not be made available to any applicant or potential applicant. *(Res. No. 1551, 1992)*

**3 PR 040. Retention of Records.**

(a) Except as provided in subsection (b), examination records must be retained by the department director or the Human Resources Director for:

(1) Two years from the date the position is filled where an eligible list is not used, or

(2) Two years from the date the eligible list expires where an eligible list is used.

(b) Certain examinations are leased from independent contractors who are responsible for proper retention of the examinations. *(Res. No. 2370, 2006)*

**RULE 4  
SELECTION**

**Section**

**005. General**

**006. Preferential Appointment Rights**

**007. Preferential Rights Due to a Request from a Pregnant Employee or an Employee with a Temporary Disability.**

**008. Preferential Rights Due to Layoff.**

**009. Preferential Rights Due to ADA Reassignment**

**010. Nonpreferential Appointment Rights without Public Announcement**

**011. Nonpreferential Appointment Rights of Injured Employees.**

**015. Eligible Lists**

**020. Local Hire Preference**

**021. Veteran's Preference**

**025. Notice to Applicants**

**030. Applicant Appeal Process**

*(Res. No. 2370, 2006)*

**4 PR 005. General.**

(a) This Rule applies only to the classified service.

(b) The department director shall first offer a vacant position to a qualified employee who holds preferential appointment rights in accordance with 4 PR 006. If there are no employees with preferential appointment rights, the department director may fill a position through the use of nonpreferential, non competitive appointment rights in accordance with 4 PR 010 or through a competitive selection process. *(Res. No. 2370, 2006)*

**4 PR 006. Preferential Appointment Rights.**

(a) If there is an employee with a preferential employment right, the department director may fill a vacancy without public announcement. The order of preferential appointment shall be:

(1) Due to a request to transfer by a pregnant employee under AS 39.20.520 or an employee with a temporary disability;

(2) Due to return from layoff in accordance with 14 PR 015;

(3) Due to reassignment of duties under the Americans with Disabilities Act.  
*(Res. No. 2370, 2006; 2422(c), 2007)*

**4 PR 007. Preferential Rights due to a Request from a Pregnant Employee or an Employee with a Temporary Disability.**

The department director shall offer the position to a qualified employee of the department if:

- (1) The employee is pregnant or has a temporary disability;
- (2) The employee requests appointment to the position;
- (3) The employee is qualified for transfer or demotion into the position; and
- (4) The duties of the vacant position are less strenuous or less hazardous than those of the employee's current position.
- (5) An employee voluntarily transferred or demoted because of pregnancy or temporary disability shall return to the position previously held at such time as the employee's condition permits, provided that service in the alternate position does not exceed 18 weeks. (*Res. No. 2370, 2006*)

**4 PR 008. Preferential Rights Due to Layoff.**

If there are employees on layoff status for the job classification, the department director shall offer a vacant position to the employee with the highest number of points calculated in accordance with 14 PR 025, (reduction in work force). (*Res. No. 2370, 2006*)

**4 PR 009. Preferential Rights due to ADA Reassignment.**

If an employee is eligible for reassignment under the Americans with Disabilities Act, the Human Resources Director shall offer a vacant position that would otherwise be publicly announced for appointment in accordance with 2 PR 010, to that employee provided the employee is qualified for the position and can perform the essential duties of the position with or without reasonable accommodation. (*Res. No. 2370, 2006*)

**4 PR 010. Nonpreferential Appointment Rights without Public Announcement.**

(a) The department director may select an employee for appointment without public announcement under the following circumstances;

- (1) The employee is eligible for a transfer under 5 PR 035;
- (2) The employee is eligible for a demotion under 05 PR 050;
- (3) The employee is eligible for reemployment under 5 PR 060; or
- (4) The employee is eligible for reemployment under the injured employee provisions of 4 PR 011. (*Res. No. 2370, 2006*)

**4 PR 011. Nonpreferential Appointment Rights of Injured Employees.**

(a) The department director may offer a position to an individual who was injured on duty and has separated from service for the purposes of treatment and recovery from the injury. The department director may offer a position to a current employee who was injured on duty and whose doctor has certified that maximum medical recovery has been reached and the employee cannot perform the essential duties of his or her current position with or without a reasonable accommodation.. Such appointment shall be subject to the following rules:

(1) A request for nonpreferential placement must be made in writing to the Human Resource Director within 90 days after the date the injured employee is released to full or modified duty by the injured employee's treating physician; the request for placement must be accompanied by a copy of the treating physician's release. The request must also include;

(A) A completed CBJ employment application,

(B) A physical capacities evaluation form completed and signed by the employee's treating physician, and

(C) Any other material that the Human Resource Director may require to evaluate the request for nonpreferential placement.

(2) The Human Resource Director shall forward the completed packet of materials to the State of Alaska, Department of Labor, Division of Vocational Rehabilitation. If the injured employee is certified, they will be eligible for nonpreferential placement.

(3) The injured employee must meet the minimum qualifications of the position prior to being appointed.

(4) Nonpreferential appointment rights under this provision expire three years from the date of the employee's injury. (*Res. No. 2370, 2006; 2422(c), 2007*)

**4 PR 015. Eligible Lists.**

(a) As part of the selection process for job classifications unique to a department, the department director may use an eligible list according to the following procedure:

(1) Each list must be by job classification and must contain the names in rank order of all persons who have passed the required examinations;

(2) If there are no employees with preferential appointment rights to the job classification, an offer of appointment will be made first to that person with the highest score on the eligible list;

(3) Eligible lists may remain in effect no longer than 2 years from the effective date of the list.

(b) To maintain an adequate pool of eligibles, the department director may combine a new list with an existing list. Eligible lists may only be combined if the same examination procedure is used to compile each list. If a different examination is used, applicants on the existing list must take the new examination to be placed on the new list.

(c) If the same examination procedure is used to compile each list, applicants remaining on an active eligible list will be re-ranked into the new eligible list based on their existing scores. An applicant may re-test if he or she so chooses; however, the applicant's ranking on the eligible list will be based on the updated score.

(d) The department director may remove names from eligible lists for any of the following reasons:

(1) Failure to respond to a written inquiry on availability for appointment within 10 days, or upon return as undeliverable a properly addressed letter;

(2) Refusal to accept appointment;

(3) Failure to report for duty at the time prescribed; or

(4) Failure to satisfactorily complete a required examination, such as a background investigation or a medical examination.

(e) The department director may return a name to an eligible list when removal from the list was because:

(1) The candidate failed to respond to a written inquiry; or

(2) The candidate refused appointment.

*(Res. No. 2370, 2006)*

#### **4 PR 020. Local Hire Preference.**

(a) When an applicant pool consists of both CBJ residents and non residents, the department director will give a preference in ranking to applicants eligible to claim residency in CBJ by;

(1) Utilizing a point scoring system to provide for relative ranking of applicants in the screening process, and

(2) Increasing the score of an applicant eligible to claim residency by 10% of the available score.

(b) If an applicant is eligible for more than one preference, no more that 10% may be added to the applicant's score.

**4 PR 021. Veteran's Preference.**

(a) When an applicant is a veteran who has been honorably discharged from military service, the department director will give a preference in ranking to the applicant by:

(1) Utilizing a point scoring system to provide for relative ranking of applicants in the screening process, and

(2) Increasing the score of an applicant eligible to claim a veteran's preference by 10% of the available score.

(b) If an applicant is eligible for more than one preference, no more than 10% may be added to the applicant's score. (*Res. No. 2370, 2006; 2422(c), 2007; 2500, 2009*)

**4 PR 025. Notice to Applicants.**

The department director shall send notification to all applicants not selected within ten days of making an appointment. (*Res. No. 2370, 2006*)

**4 PR 030. Applicant Appeal Process**

(a) An applicant may file an appeal to a decision made by the department director or Human Resource staff during the application, examination, or selection process for CBJ employment.

(1) Appeals must be submitted in writing to the Human Resources Director within in 10 days of the action giving rise to the complaint.

(2) Inquiries made by telephone or personal appearance will be treated as informal inquiries. An informal inquiry may be submitted in writing, or reduced to writing for submission at the request of the Department Director or Human Resource staff.

(3) The Human Resources Director shall investigate the complaint, take appropriate action to resolve the complaint, and issue a final written decision within 21 days of receipt of the appeal. The decision of the Human Resources Director is final. (*Res. No. 2370, 2006*)



**RULE 5  
APPOINTMENTS****Section****005. General****010. Emergency Appointments****015. Temporary Appointments****018. Locum Tenens Appointments****020. Permanent/Probationary Appointments****021. Eaglecrest Appointments****025. Acting in a Higher Range Appointments****030. Subfill Appointments****035. Appointment by Transfer****045. Partially Exempt Appointments****050. Appointment by Demotion****055. Appointment by Promotion****060. Re-employment**

*(Res. No. 2370, 2006; 2422(c), 2007)*

**5 PR 005. General.**

No appointment or offer of appointment or pay rate, other than an emergency appointment, may be made until the position has been allocated to a classification, the pay range assigned, the Human Resources Director has authorized the appointment and the procedures for filling the vacancy have been followed. *(Res. No. 2370, 2006)*

**5 PR 010. Emergency Appointments.**

(a) An emergency appointment is an appointment made by a department director under circumstances requiring immediate action to preserve property or protect the public. Emergency appointments may be made only under conditions that could not reasonably be anticipated. An emergency appointment may not exceed the duration of the emergency.

(b) In the event of an emergency or civil disaster declared by the President, the Governor or the Mayor, employees may be re-assigned to duties as necessary for the duration of the emergency.

(c) Individuals appointed for the sole purpose of responding to an emergency do not qualify for health or life insurance, leave, or holiday pay. *(Res. No. 2370, 2006)*

**5 PR 015. Temporary Appointments.**

(a) Short Term Temporary appointments are used to substitute for employees on leave, to meet temporary increases in work, unanticipated staff shortages, or to obtain short term services until a permanent appointment can be made. Short Term Temporary appointments may not exceed 20 calendar weeks, unless significant unforeseen circumstances arise. Any extension of a Short Term Temporary appointment must be approved by the Human Resources Director. Short Term

Temporary employees are not eligible for health or life insurance, leave or holiday pay and may be separated from employment with no notice and without cause.

(b) Long Term Temporary appointments may be used to cover periods of military leave exceeding 20 calendar weeks in accordance with 11 PR 090, to provide for knowledge transfer where an incumbent of a permanent position would benefit from on-the-job training, or to perform work that is project based when the need for the position will not extend beyond the completion of the project. Long Term Temporary appointments may not exceed 50 calendar weeks unless authorized in advance by the Human Resource Director.

Long term temporary employees are eligible for health and life insurance, holiday pay and leave. Long term temporary employees may be separated from employment with no notice and without cause.

(c) Where eligible lists exist for a classification, short term and long term temporary appointments must be made from such lists. Offers will be made to individuals on the list in descending order of eligibility. The acceptance or refusal by an applicant of a temporary appointment will not affect the applicant's standing on the eligible list. Where no eligible list exists, the Human Resource Director may authorize the temporary appointment of a qualified applicant.

(d) Internship temporary appointments are used to create positions within a department for the purpose of high school, college or vocational school training programs. Internship temporary appointments may not exceed 50 calendar weeks. Such positions must be established in accordance with 9 PR 015.

Internship temporary employees are not eligible for health or life insurance, leave or holiday pay and may be separated from employment with no notice and without cause. (*Res. No. 2370, 2006; 2422(c), 2007; 2500, 2009; 2582, 2011*)

#### **5 PR 018. Locum Tenens Appointments.**

If the CBJ is unable to fill a critical position after protracted and extensive recruitment efforts, the Human Resources Director may authorize the locum tenens appointment of a qualified individual. These hires are temporary appointments and will last until the position can be filled or, in any case, not to exceed 50 weeks. Throughout the appointment, the department will continue to diligently recruit to fill the position with a permanent appointment. The City Manager may approve a rate of pay outside the salary range normally assigned to the position, and also may approve a per diem allowance not to exceed \$85.00 per day. Locum tenens employees do not qualify for health or life insurance, leave, retirement, or any other benefits normally applying to the permanent position. The Personnel Rules relating to recruitment, examination, selection, discipline, grievance and appeal do not apply to locum tenens employees, and they may be terminated at the convenience of the department director on three weeks notice. (*Res. No. 2238, 2003; 2370, 2006*)

**5 PR 020. Permanent/Probationary Appointments.**

(a) Permanent/probationary appointments are those appointments having an expected duration of one year or more. Permanent/probationary appointments include full-time, part-time regular, part-time limited, seasonal full-time and seasonal part-time.

(1) Full-time appointments are those positions averaging not less than 37.5 hours per week and scheduled to work on a year round basis.

Full-time employees shall receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement.

(2) Part-time appointments are those positions averaging less than 37.5 hours per week but at least 15 hours per week and scheduled to work on a year round basis.

Part time employees shall receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement.

(3) Part-time limited appointments are those positions budgeted for less than 780 hours per fiscal year performing the regular and reoccurring work of the agency. It is expected that the same employee will continue in or return to the position.

Part-time limited employees shall receive the rights outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement. Part-time limited employees are not eligible for health and life insurance or leave, but are eligible for the additional pay for work on a holiday as set forth in 10 PR145.

(4) Seasonal full-time appointments are those positions averaging not less than 37.5 hours per work week and not scheduled to work on a year round basis. Seasonal positions are budgeted for at least 780 hours per fiscal year. It is expected that the same employee will return to the position each season.

Seasonal full-time employees receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement.

(5) Seasonal part-time appointments are those positions averaging less than 37.5 hours per week but at least 15 hours per week and not scheduled to work on a year round basis. Seasonal positions are budgeted for at least 780 hours per fiscal year. It is expected that the same employee will return to the position each season.

Seasonal part-time employees receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement.

*(Res. No. 1866, 1997; 2282, 2004; 2370, 2006)*

**5 PR 021. Eaglecrest Appointments.**

(a) Eaglecrest may make appointments consistent with 5 PR 020. Eaglecrest has the following additional appointment types:

(1) Eaglecrest seasonal appointments are those positions that are assigned responsibilities as division directors or assistant directors, but are not scheduled to work on a year round basis. It is expected that the same employee will return to the position each season.

Eaglecrest seasonal employees receive the rights and benefits outlined in these personnel rules unless otherwise noted.

(2) Eaglecrest limited appointments are those positions budgeted for a limited period of time that do not have director or assistant director level responsibilities. It is expected that the same employee will return to the position each season.

Eaglecrest limited employees receive the rights outlined in these personnel rules unless otherwise noted. Eaglecrest limited employees are not eligible for health or life insurance, leave, or holiday pay. (*Res. No. 2370, 2006; 2422(c), 2007*)

**5 PR 025. Acting in a Higher Range Appointment.**

(a) An acting in a higher range appointment is used to fill a permanent position with a current permanent/probationary employee while the regular employee is on leave or a position is vacant when the expected duration of the absence or vacancy is not less than 2 weeks. Acting in a Higher Range appointments are not subject to the public announcement provisions of 2 PR 010.

(b) If the expected duration of the acting in a higher range appointment is 26 weeks or less the department director may appoint a current permanent or probationary employee who meets the minimum qualifications for the classification of the position.

(1) If the need for an acting in a higher range appointment exceeds the original expected duration due to conditions that could not have been reasonably anticipated the Human Resource Director may grant an extension.

(c) If the expected duration of the acting in a higher range appointment is greater than 26 weeks the vacancy shall be posted for internal applicants and the appointment must be made in accordance with the recruitment and selection requirements of these rules.

(d) A permanent or probationary employee who accepts an acting in a higher range appointment will retain status in the employee's former classification and position. An employee accepting an acting in a higher range appointment does not gain any status in the position or job classification. However, time served in an acting in a higher range appointment may be used to qualify an employee for other vacancies.

(e) If the regular incumbent of the position fails to return, the position must be filled in accordance with the recruitment, examination and selection requirements of these rules.

(f) This rule does not preclude the filling of the position by a temporary appointment.

(g) Acting in a higher range appointments shall be compensated in accordance with 10 PR 098 and 19 PR 100. (*Res. No. 2342, 2005; 2370, 2006; 2422(c), 2007*)

**5 PR 030. Subfill Appointments.**

(a) When there are an insufficient number of local qualified applicants the department director may request to fill a position by appointment to a lower related classification. A subfill appointment may not exceed 1 year.

(b) Subfill appointments must be made in accordance with the recruitment and selection requirements of these rules.

(c) The duties, responsibilities and authority of the position must be restructured so that the work is consistent with the classification to which the employee is appointed.

(d) The employee will be paid at the range of the lower classification and evaluated on the basis of the restructured position.

(e) The employee will be promoted to the higher classification when the employee has met the minimum qualifications and the department director is assured that the employee can perform the duties of the position. The recruitment and selection requirements of these rules do not apply to these promotions. The employee must serve a new probationary period upon promotion. (*Res. No. 2370, 2006*)

**5 PR 035. Appointment by Transfer.**

(a) Transfer means the movement of an employee from one position to another position in the same classification or a closely related classification at the same pay range without a break in service.

(b) An employee may transfer to a different position in the same classification within the same department at the discretion of the department director. The employee's status will not change when no change in classification results from the transfer.

(c) An employee may transfer to a different position in the same classification in a different department at the discretion of the receiving department director. The employee must consent to the transfer. The employee's status will not change when no change in classification results from the transfer.

(d) The transfer of an employee to a different position in a closely related classification requires the prior approval of the Human Resources Director. The employee must consent to the transfer.

(e) A temporary employee may only transfer to another temporary position.

(f) When an employee is transferred to a closely related classification the receiving department director and the Human Resources Director shall determine the employee's status. The department director shall inform the employee of the proposed status prior to the transfer becoming effective. (*Res. No. 2370, 2006*)

#### **5 PR 045. Partially Exempt Appointments.**

Partially exempt appointments may be full time or less and are not subject to the rules on recruitment, examination, selection, probationary periods, reduction in work force, discipline and the grievance and appeal procedures. Partially exempt employees are not within the classified service. (*Res. No. 2370, 2006*)

#### **5 PR 050. Appointment by Demotion.**

A department director may appoint a current employee to a vacant position in the same job classification series or a closely related job classification series at a lower pay range. The recruitment, examination and selection rules do not apply to these appointments. The employee must meet the minimum qualifications of the new position. (*Res. No. 2422(c), 2007*)

#### **5 PR 055. Appointment by Promotion**

(a) Promotion means the movement of an employee from one position to another related position in a higher classification or salary range without a break in service. For the purposes of this rule, related positions means those positions that require similar, but progressively greater, knowledge, skills and abilities in order to perform the higher level duties.

(b) Employees will be promoted only when the employee has met the minimum qualifications of the higher position.

(c) Employees must serve a new probationary period upon promotion. (*Res. No. 2370, 2006*)

#### **5 PR 060. Re-employment.**

(a) At the discretion of the department director an employee who separated in good standing may be re-employed in the same classification without examination provided the re-employment takes place within three years of the employee's separation. For these appointments the recruitment, examination and selection rules do not apply.

(b) To be eligible for re-employment the former employee must meet the current minimum qualifications of the classification.

(c) The name of a former employee eligible for re-employment may be placed on the eligible list for that classification as an unranked additional eligible candidate without examination. At the

discretion of the department director the former employee may be appointed prior to ranked candidates on the eligible list.

(d) All re-employment appointments of former permanent employees to a permanent position will require a new probationary period.

(e) A former temporary employee may only be re-employed under this rule as a temporary.  
(*Res. No. 2370, 2006*)

**RULE 6  
PROBATIONARY PERIODS****Sections****005. Purpose****010. Duration****011. Examination during Probationary Period****012. Rights and Obligations of the Supervisor during the Probationary Period****015. Change in Classification****020. Separation during Probationary Period****025. Prior Permanent Status****030. Permanent Appointment****6 PR 005. Purpose.**

The probationary period is a part of the examination process for employees in the classified service. The probationary period is used for orienting and training the employee, closely observing and evaluating the employee's performance, and separating an employee who fails to satisfactorily complete the probationary period, as decided by the department director based on any lawful judgment, whether or not objective. (*Res. No. 1823, 1996*)

**6 PR 010. Duration.**

(a) The probationary period for full time employees is:

(1) Twenty-six weeks of service for employees assigned to pay ranges 13 and below or the equivalent hourly pay rate as shown on the general pay schedule,

(2) One year of service for all other employees.

(b) For less than full time employees the equivalent of the 26 weeks probationary period is 975 hours in pay status provided it does not occur in less than 26 weeks and the equivalent of the 12 month probationary period is 1,950 hours in pay status provided it does not occur in less than 12 months.

(c) An employee on layoff status recalled to the same classification is subject to a probationary period only to the extent of completing an incomplete probationary period.

(d) With the approval of the City Manager, the probationary period may be extended one or more times provided that the original probationary period plus extensions may not exceed double the original probationary period. (*Res. No. 1823, 1996; 2370, 2006*)



**6 PR 011. Examination during Probationary Period.**

A probationary employee must satisfactorily complete a training plan during his or her probationary period. The training plan will include all key performance areas of the position as well as such attributes as dependability, interpersonal skills, customer service, and any other attributes or skills necessary for the employee to adequately perform the duties of the position.

Probationary employees must demonstrate proficiency in all areas of the training plan prior to successfully completing the probationary period. (*Res. No. 2370, 2006*)

**6 PR 012. Rights and Obligations of the Supervisor during the Probationary Period**

A supervisor must prepare a training plan for the probationary employee. Such training plan must be in place prior to the employee's first day of work. The supervisor shall meet with the employee on a regular basis to discuss the employee's progress, or lack of progress, in completing the training plan.

A supervisor shall have the right to determine, at any time during the probationary period, that the probationary employee does not have the knowledge, skills, abilities or attributes to be successful in the position. (*Res. No. 2370, 2006*)

**6 PR 015. Change in Classification.**

An employee who changes classifications prior to the completion of the probationary period shall start a new probationary period in the new position.

**6 PR 020. Separation during Probationary Period.**

A probationary employee who does not satisfactorily complete a probationary period may be separated at the direction of the department director without cause. The department director shall notify the employee in writing of the separation. A probationary employee does not have the right to appeal a separation. (*Res. No. 1823, 1996; 2370, 2006*)

**6 PR 025. Prior Permanent Status.**

(a) An employee with permanent status who becomes probationary because of a promotion, involuntary demotion for cause or voluntary demotion to a classification not formerly held and fails to complete the new probationary period will be separated.

(b) Following separation, the employee is placed on layoff status for the last classification where the employee held permanent status. (*Res. No. 1823, 1996; 2370, 2006*)

**6 PR 030. Permanent Appointment.**

(a) In order for a probationary employee to become permanent, the employee must receive an end-of-probation performance evaluation with an overall rating of “acceptable” or better.

(b) A probationary appointment becomes permanent on the employee’s first day of work following completion of the probationary period unless the department director takes action to separate, reassign, or extend the probationary period of the employee in accordance with 6 PR 010(d).  
*(Res. No. 2370, 2006)*

**RULE 7  
HOURS OF WORK AND HOLIDAYS**

**Section**

**005. Scheduling Hours of Work**

**010. Minimum Work Week**

**015. Normal Work Week**

**020. Normal Work Day**

**021. Employee Furlough**

**025. City and Borough Holidays**

**026. Eaglecrest Holidays**

**030. Alternate Leave**

*(Res. No. 2476, 2009)*

**7 PR 005. Scheduling Hours of Work.**

Each department director shall establish the scheduled hours of work for employees within the director's department. Hours of work for full-time employees may not be less than the minimum established in 7 PR 010. *(Res. No. 2370, 2006)*

**7 PR 010. Minimum Work Week.**

Thirty-seven and one-half hours of actual attendance on duty is the normal minimum work week for full-time employees with allowances for holidays and leaves of absence.

**7 PR 015. Normal Work Week.**

Five consecutive work days during the period starting with 12:00 a.m. on Monday and ending at 11:59 p.m. the following Sunday is the normal work week for full-time employees. The department director may establish a different work week. *(Res. No. 2582, 2011)*

**7 PR 020. Normal Work Day.**

The normal work day for full time employees is seven and one-half hours of actual attendance on duty. A lunch break of not less than 30 minutes or more than one hour will normally be scheduled to occur approximately midway through the shift.

**7 PR 021. Employee Furlough.**

Notwithstanding the provisions of 7 PR 010 and 7 PR 020, the City Manager may, at his or her discretion, reduce the minimum work week or normal work day for full time employees in response to budget constraints. *(Res. No. 2476, 2009)*

**7 PR 025. City and Borough Holidays.**

(a) The following days are observed as holidays:

- (1) the first of January, known as New Year's Day
- (2) the third Monday in January, known as Martin Luther King Jr.'s Birthday
- (3) the third Monday in February, known as President's Day
- (4) the last Monday in March, known as Seward's Day
- (5) the last Monday in May, known as Memorial Day
- (6) the fourth of July, known as Independence Day
- (7) the first Monday in September, known as Labor Day
- (8) the 18th of October, known as Alaska Day
- (9) the 11th of November, known as Veteran's Day
- (10) the fourth Thursday in November, known as Thanksgiving
- (11) the day after Thanksgiving.
- (12) the 25th day of December, known as Christmas
- (13) every day designated as a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.

(b) If a holiday falls on Sunday, the following Monday is a holiday.

(c) If a holiday falls on Saturday, the preceding Friday is a holiday.

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

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

(f) Employees occupying part-time limited or part-time seasonal positions who work on a day listed in 7 PR 025(a)(1)-(13) will receive pay at a rate of time and one-half their normal rate of pay for all hours worked that day; the provisions of 7 PR 025(b) through (e), however, do not apply with respect to those positions.

(g) Employees of Eaglecrest are not subject to the provisions of 7 PR 025. (*Res. No. 2282, 2004; 2370, 2006; 2422(c), 2007; 2649, 2013*)

**7 PR 026. Eaglecrest Holidays.**

(a) Employees of the Eaglecrest shall observe the following holidays:

- (1) the last Monday in May, known as Memorial Day
- (2) the fourth of July, known as Independence Day
- (3) the first Monday in September, known as Labor Day
- (4) the 18th of October, known as Alaska Day
- (5) the 11th of November, known as Veteran's Day
- (6) the fourth Thursday in November, known as Thanksgiving

(b) Eaglecrest limited positions are not eligible for holiday pay or for premium pay associated with working on a holiday. (*Res. No. 2370, 2006; 2422(c), 2007*)

**7 PR 030. Alternate Leave.**

(a) Employees who by the nature of their duties are regularly scheduled and required to work on holidays will accrue additional personal leave in lieu of holidays. The monthly rate will be equal to the number of holidays set out within this Rule divided by twelve.

(b) Departments with work units which by the nature of their duties, require recurring but not necessarily regularly scheduled holiday work may, with the approval of the Human Resources Director, establish regulations governing employees working on holidays. (*Res. No. 2370, 2006*)

**RULE 8  
PERFORMANCE EVALUATIONS**

**Section**

**005. Basis**

**010. Frequency and Standards**

**015. Discussion**

**020. Rebuttal**

**025. Performance Improvement Plans**

*(Res. No. 2106; 2001; 2459; 2009)*

**8 PR 005. Basis.**

Performance evaluations will be based on quantity of work, quality of work, employee conduct and other characteristics that measure the value of the employee's service.

**8 PR 010. Frequency and Standards.**

(a) The Human Resources Director shall prescribe the form and frequency of performance evaluations.

(b) A performance evaluation for full time and part time employees must be completed at the end of the probationary period and at least once every 12 months thereafter.

(c) A performance evaluation for seasonal employees must be completed at the end of the probationary period and at the end of each work season thereafter.

(d) A performance evaluation for a Part-time limited employee must be completed at the end of the probationary period and thereafter at the discretion of the supervisor.

(e) A performance evaluation for Eaglecrest seasonal employees and Eaglecrest limited employees must be completed at the end of each work season, regardless of employment status, and at the end of the probationary period.

(f) Nothing in sections (a) through (e) precludes a supervisor from conducting performance evaluations on a more frequent basis.

(g) Supervisors shall establish standards of performance as a basis for evaluation that relate to the duties of the employee's position.

(h) The Human Resources Director shall provide training and written guidelines to promote uniformity of standards by different raters.

(i) A performance evaluation shall be completed for each permanent employee who accepts another CBJ position or separates from CBJ service. *(Res. No. 1835, 1996; 2223, 2003; 2370, 2006; 2459, 2009; 2582, 2011)*

**8 PR 015. Discussion.**

The employee's immediate supervisor shall discuss the evaluation with the employee to assist the employee in understanding the degree to which the employee has met the requirements of the position and what actions the employee may take to improve performance.

**8 PR 020. Rebuttal.**

(a) Performance evaluations are an exercise of management rights and the contents of an evaluation may not be the subject of a grievance or other relief under these rules.

(b) An employee who disagrees with a performance evaluation may submit a written rebuttal to his or her supervisor within ten days of the date the evaluation is delivered to the employee. The Human Resources Director may, at his or her discretion, extend the time frames for the rebuttal.

(c) The employee shall be allowed no more than 2 hours of work time to prepare the written rebuttal.

(d) The rebuttal will be attached to the employee's evaluation and included in the employee's personnel file. (*Res. No. 2106, 2001; 2370, 2006*)

**8 PR 025. Performance Improvement Plans.**

(a) When, at the discretion of the supervisor, a permanent employee's performance is less than fully acceptable, the supervisor shall implement a performance improvement plan. Such plan must be reduced to writing. Areas of deficient performance will be articulated along with what standards must be met in order to achieve an acceptable level of performance. The performance improvement plan shall cover a specific period of time, but may not exceed 26 weeks.

(b) During the performance improvement period, the supervisor and the employee shall meet on a regular basis to discuss the employee's progress, or lack thereof, in the deficient areas of performance.

(c) At the end of the performance improvement period, the supervisor shall prepare a formal evaluation. If the employee's performance has not improved in any of the areas covered in the plan, the employee may be subject to disciplinary action in accordance with 13 PR 015 - 035. (*Res. No. 2370, 2006*)

**RULE 9  
TRAINING**

**Section**

**005. General**

**010. Priorities**

**015. Intern and Apprenticeship Programs**

**020. Training Reimbursement**

**025. Training Reimbursement Schedule**

**030. Licenses and Certifications**

**9 PR 005. General.**

The Human Resources Director will assist department directors in the establishment of pre-service and in-service training programs. (*Res. No. 2370, 2006*)

**9 PR 010. Priorities.**

(a) Training resources will be allocated according to the following priorities:

- (1) training necessary for employees to continue in their current positions because of changes to work processes, procedures or tools,
- (2) training in safe working practices and responding to emergencies,
- (3) training to improve performance in an employee's current position,
- (4) training to prepare employees for other positions. (*Res. No. 2370, 2006*)

**9 PR 015. Intern and Apprenticeship Programs.**

(a) Department directors, with the approval of the Human Resources Director, may establish intern or apprenticeship programs. Such programs must have definable educational goals consistent with the type of work performed. Interns or apprentices will be appointed under the conditions of 5 PR 015 (d).

(b) In order to be eligible for an intern or apprenticeship program, a student must be able to demonstrate proof of enrollment at an accredited secondary institution, at an accredited college or university at the undergraduate or graduate level, or at an accredited post secondary vocational school.

(c) The student must be enrolled at least half time during his or her period of employment, or be receiving credit towards program completion if the program requires a full time work related placement. If the internship or apprenticeship is during a regularly scheduled school break, the student must be able to demonstrate enrollment for the previous school year, and enrollment for the upcoming school year.



(d) The intern or apprentice position must be related to the student's field of study. (*Res. No. 2370, 2006*)

**9 PR 020. Training Reimbursement.**

(a) Department Required Training. This section applies to training which is at the department'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

(1) The department shall pay for registration, tuition, textbooks and other course fees and materials incurred when an employee attends department required training. The textbooks and materials remain the property of the department unless otherwise authorized by the department director.

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

(b) Employee Requested Training. This section applies when an employee requests funding to attend a course seminar, workshop, correspondence course or other type of training that is not required by the department. Departments may grant requests for employee training when funds are available and after priority training needs for the department have been met.

(1) 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.

(2) Written Application for Training. In order for the department to pay for the training, the employee must make written application and enter into a repayment agreement.

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

(A) A description of the training with an explanation of how the training will benefit the employee in the employee's current position;

(B) An estimate of the total cost for the training and the amount proposed for payment by the department;

(C) The written concurrence of the department director; and

(D) The written authorization of the City Manager.

(3) Employee Agreement to Reimburse Employer. Once preliminary permission is given in writing, the employee and the department director must execute a written agreement on payment for the training prior to the beginning of the training and before the department will make any payment towards the training. Such agreement shall require that the employee repay the department in full for training costs and amounts advanced if:

(A) The employee does not successfully complete the course with a grade of “C-” or better; or

(B) The employee separates from employment as a result of the employee’s own actions or for cause within one year from the completion of the training.

(C) The CBJ shall have the right to obtain training reimbursement from the employee by deduction from the employee’s final paycheck any monies owing or by other legal means in accordance with 18 PR 037. (*Res. No. 2069, 2001; 2223, 2003; 2370, 2006*).

**9 PR 025. Training Reimbursement Schedule.**

(a) When the department and the employee mutually agree that the course of training is desirable and the cost of the training exceeds \$500.00, the department and the employee may enter into a reimbursement agreement. Such agreement must be in writing and signed by both the employee and the department prior the beginning of the training.

(1) 100 percent if the employee separates from the position as a result of the employee’s own actions, or for cause, before 52 weeks from completion of the training or certification;

(2) 50 percent if the employee separates from the position as a result of the employee’s own actions, or for cause, after 52 weeks, but before 104 weeks from completion of the training or certification;

(3) 25 percent if the employee separates from the position as a result of the employee’s own actions, or for cause, after 104 weeks, but before 156 weeks from completion of the training or certification.

(b) In cases of extenuating circumstances, the City Manager may waive the training reimbursement agreement at his or her discretion.

(c) The CBJ shall have the right to obtain training reimbursement from the employee by deduction from the employee’s final paycheck any monies due according to the schedule above or by other legal means in accordance with 18 PR 037. (*Res. No. 2370, 2006*)

**9 PR 030. Licenses and Certifications.**

An employee is responsible for maintaining all licenses and certifications necessary to maintain the minimum qualifications for the position and job classification to which allocated. The department director may, at his or her discretion, reimburse an employee for the cost of maintaining such certification and licensure. (*Res. No. 2370, 2006*)

**RULE 10  
PAY**

**Section**

- 005. Scope**
- 010. General**
- 015. Basis of Pay**
- 025. Beginning Pay**
- 030. Advanced Step Placement**
- 035. Former Employee**
- 040. Promoted Employee**
- 045. Pay Range Increase**
- 050. Involuntary Demotion**
- 051. ADA reassignment**
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- 060. Transferred Employee**
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- 070. Appointment Effective Date**
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- 080. Merit Increase**
- 085. Merit Increase Not Earned**
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- 097. Temporary Supervision Pay**
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- 100. Shift Differentials**
- 105. Standby Pay**
- 110. Call out**
- 115. Sixth and Seventh Day**
- 120. Overtime Defined**
- 125. Overtime Rate**
- 130. Overtime Payment**
- 135. Maximum Compensatory Time**
- 140. Compensatory Time Payment**
- 145. Holiday Pay**
- 150. Total Remuneration**

*(Res. No. 2370, 2006; 2422(c), 2007)*

**10 PR 005. Scope.**

This Rule covers all employees in the classified and partially exempt service except the City Manager, the City Attorney, and classified employees of the Eaglecrest Ski Area. Classified employees of the Eaglecrest Ski Area are covered under Rule 19. *(Res. No. 2370, 2006)*

**10 PR 010. General.**

The Human Resources Director shall allocate classifications to pay ranges based on the classification plan. *(Res. No. 2370, 2006)*

**10 PR 015. Basis of Pay.**

(a) An employee is paid according to the pay range assigned to the position occupied by the employee.

(b) An employee paid on a salary basis who works less than full time shall be paid on a prorated basis.

(c) An employee paid on a salary basis who consistently works in excess of 45 hours per week shall be paid on an alternate schedule. *(Res. No. 1875, 1997; 2370, 2006; 2582; 2011)*

**10 PR 025. Beginning Pay.**

Except as provided in 10 PR 030 (advanced step placement), 10 PR 035 (former employee), 10 PR 040 (promoted employee), 10 PR 050 (involuntary demotion), 10 PR 051 (ADA Reassignment) or 10 PR 055 (voluntary demotion), the beginning pay of a newly appointed employee is step 1 of the pay range of that classification. *(Res. No. 2370, 2006; 2422(c), 2007; 2649, 2013)*

**10 PR 030. Advanced Step Placement.**

(a) The City Manager may authorize advanced step placement when the applicant selected for the position is exceptionally qualified or when recruitment is exceedingly difficult. For the purposes of this rule, exceptionally qualified shall be defined as education or work experience that exceeds the minimum qualifications for the position and job class.

(b) The City Manager may authorize advance step placements for a specific job classification when recruitment is exceedingly difficult. In such instances, the step placement of employees occupying the same job classification may be reviewed and adjusted upward based on the service of the employee, the step at which the employee was originally appointed, and the advanced step that is authorized for the new appointee. *(Res. No. 2370, 2006)*

**10 PR 035. Former Employee.**

(a) A department director may make an advanced step placement for a former employee eligible for non-competitive re-employment under 5 PR 060 provided the appointment is to the same job classification and the advanced step does not exceed a step formerly held by the employee.

(b) A department director, with the approval of the Human Resources Director, may make an advanced step placement for a former employee eligible for non-competitive re-employment under 5 PR 060 to a closely related job classification at the same or a lesser pay range than that formerly held by the employee. *(Res. No. 2370, 2006)*

**10 PR 040. Promoted Employee.**

(a) A promoted employee shall be provided at least a two step increase in the range of the classification from which promoted but shall not be placed in the new pay range at a step higher than his or her current step.

(b) The merit anniversary of a promoted employee is the first day of the regular pay period following the completion of the probationary period. (*Res. No. 2370, 2006*)

**10 PR 045. Pay Range Increase.**

(a) An employee occupying a position that is reallocated to a higher pay range is placed in a step of the higher range in the same manner as a promoted employee.

(b) The merit anniversary of an employee advanced in pay range because the position is reallocated will not change.

**10 PR 050. Involuntary Demotion.**

(a) An employee demoted for cause enters the new range at a step no higher than the one occupied in the former range.

(b) The merit anniversary of an employee involuntarily demoted to a job classification formerly held will not change.

(c) An employee involuntarily demoted because the position the employee occupies is allocated to a lower pay range enters the new range as follows:

(1) If the current pay rate is the same as a step in the lower range, the employee enters the lower range at that step.

(2) If the current pay rate falls between steps in the lower range the rate remains frozen until the next merit anniversary, at which time the employee is placed at the higher step.

(3) If the current pay rate exceeds the maximum of the lower range:

(A) The employee's pay rate is frozen for a maximum of 24 months. If adjustments to the pay schedule cause the assigned range to encompass the frozen rate, the employee is placed at that step in the range closest to, but not less than the frozen rate.

(B) If the frozen rate continues to exceed the assigned range after the passage of 24 months, the employee is placed in the maximum step of the range and the pay rate reduced, at which time the employee shall be paid a lump sum equal to the difference between the value of the employee's accumulated leave calculated at the former rate of pay and the value calculated at the new rate of pay. (*Res. No. 1961, 1998; 2370, 2006*)

**10 PR 051. ADA Reassignment.**

(a) An employee who is reassigned as a reasonable accommodation under the Americans with Disabilities Act shall enter the new range at a step no higher than the one the employee occupied in the former range.

(b) The employee shall serve a new probationary period and establish a new merit anniversary.

(c) An employee who undergoes a reduction in pay due to an ADA Reassignment shall be paid a lump sum equal to the difference between the value of the employee's accumulated leave calculated at the former rate of pay and the value calculated at the new rate of pay. (*Res. No. 2422(c), 2007*)

**10 PR 055. Voluntary Demotion.**

(a) An employee who is voluntarily demoted to a classification formerly held shall enter the lower range at the step the employee would have earned had the employee remained in the former classification. The merit anniversary of the employee shall not change, and the employee shall not serve a new probationary period, if the employee formerly held permanent status in the job class.

(b) An employee who requests a voluntary demotion to a classification not formerly held enters the lower range at a step determined by the department director provided, however, that the step placement does not exceed the rate one step below the higher range placement. The employee shall serve a new probationary period and establish a new merit anniversary.

(c) An employee who undergoes a voluntary demotion shall be paid a lump sum equal to the difference between the value of the employee's accumulated leave calculated at the former rate of pay and the value calculated at the new rate of pay. (*Res. No. 1961, 1998*)

**10 PR 060. Transferred Employee.**

(a) The merit anniversary and step placement of an employee transferred with no change in job classification will not change due to the transfer.

(b) The step placement of an employee transferred to a closely related job classification will not change. The merit anniversary will not change unless the employee serves an amended probationary period. (*Res. No. 2370, 2006*)

**10 PR 065. Change of Occupation.**

(a) Except as otherwise provided in these Rules, the beginning pay for an employee appointed to a position in an unrelated classification is step 1 of the pay range.

(b) The merit anniversary of an employee who changes occupations will be the first day of the regular pay period following completion of the probationary period. (*Res. No. 2370, 2006; 2649, 2013*)

**10 PR 070. Appointment Effective Date.**

The normal effective date of all appointments is the employee's first day of work. However, when the first day of the pay period is Saturday, Sunday or a holiday and the employee's first day of work is the first scheduled work day of the pay period the effective date of the appointment is the first day of the pay period.

**10 PR 075. Merit Anniversary Date.**

(a) The merit anniversary date of a probationary employee appointed is the first day of the regular pay period following completion of the probationary period.

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

(c) The merit anniversary date of a full time employee shall be advanced one pay period for each 10 days of leave without pay. (*Res. No. 1875, 1997; 2051, 2000; 2370, 2006*)

**10 PR 080. Merit Increase.**

(a) Steps 2 through 13 in the pay schedule recognize merit. Permanent and partially exempt employees are eligible for merit increases.

(b) A merit increase of 1 step in the pay range is given to a permanent or partially exempt employee who receives an overall performance rating of "acceptable" or better. Such increase is due when the employee establishes a merit anniversary date in accordance with 10 PR 075 and on the employee's merit anniversary date thereafter according to the following schedule:

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

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

(A) For the purpose of implementing steps "11" through "13", any employee who has served at least two years at "10" step shall move to "11" step effective July 30, 2012. Such employees shall be eligible to move to "12" step on their established merit anniversary date subsequent to serving two years at "11" step, as defined in (2) above.

(B) For the purpose of implementing revisions to the percentage increments between step “6” and step “13”, effective July 1, 2013, the following conversion shall be implemented:

<b>Former Step</b>	<b>New Step</b>	<b>Effect on Merit Anniversary Date Advancement</b>
F	6	No change
J	7	Increase by 26 pay periods
K	7	No change
L	8	Increase by 26 pay periods
M	8	No change
N	9	Increase by 26 pay periods
O	9	No change
P	10	Increase by 26 pay periods

(3) Employees who are appointed at Steps 6 through 13 must serve an additional one year of service defined as 1,950 hours in pay status or twelve months of continuous service, whichever is greater, after establishing a merit anniversary date prior to receiving a merit increase unless the provisions of 10 PR 080(c) are invoked.

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

(d) A Department Director may grant a merit increase to a long term temporary project employee on the same basis as a partially exempt employee provided the employee’s performance is overall “acceptable” or better. (*Res. No. 1875, 1997; 2328, 2005; 2320, 2005; 2370, 2006; 2422(c), 2007; 2582, 2011; 2622, 2012; 2649, 2013*)

**10 PR 085. Merit Increase Not Earned.**

(a) If an employee receives an overall performance rating of “acceptable –“ (acceptable minus) the employee shall not be eligible for a merit increase.

(b) The employee’s merit anniversary date does not change when a step increase has not been earned due to less than acceptable performance.

(c) If the employee’s overall performance rating reaches “acceptable” a step increase will be given effective the first day of the pay period following the “acceptable” evaluation.

(d) Should a merit increase be withheld, the supervisor must implement a performance improvement plan consistent with the provisions of 8 PR 025. (*Res. No. 2370, 2006*)

**10 PR 090. Step Reduction.**

(a) If an employee receives an overall performance rating of “unacceptable” the department director may reduce the employee’s step placement by one step in accordance with 13 PR 025.



(b) The employee's merit anniversary date does not change when a step has been reduced or restored. The reduction is effective the first day of the pay period following written notice to the employee. Not less than 2 pay periods must pass before a step reduction may be restored.

(c) If the employee's overall performance rating reaches "acceptable" the former step will be restored effective the first day of the pay period following the "acceptable" evaluation.

(d) If an employee receives a step reduction, the supervisor must implement a performance improvement plan consistent with the provisions of 8 PR 025. (*Res. No. 2370, 2006; 2422(c), 2007*)

#### **10 PR 095. Increased Responsibilities Differential.**

(a) An hourly employee temporarily assigned some of the duties of a higher level position because the incumbent is on leave or the position is vacant is paid an increased responsibilities differential.

(b) When two or more employees are assigned to work without an on-site supervisor the department director may designate one of the employees as a temporary lead worker. The temporary lead worker is paid an increased responsibilities differential for each hour of the assignment.

(c) To be eligible for an increased responsibilities differential an employee must assume the responsibilities for not less than 7.5 hours; however, the differential is retroactive to the first hour of the assignment.

(d) Temporary assignment of duties under this section may not exceed 26 weeks.

(e) Increased responsibilities pay is available only to an employee paid an hourly rate.

#### **10 PR 097. Temporary Supervision Pay.**

When two or more employees in different pay ranges are assigned to a work function while the supervisor is not available for more than 1 work day and up to 2 pay periods, the department director may designate in writing one of the employees as temporary supervisor. It will be the temporary supervisor's responsibility to direct the work in order to continue to fulfill the function. This section does not apply to employees paid on a salary basis or employees whose position description includes responsibility for assuming the duties of the supervisory position in the absence of the supervisor. (*Res. No. 2342, 2005; 2370, 2006*)

#### **10 PR 098. Acting in a Higher Range Pay.**

(a) Regular Compensation for Acting in a Higher Range

(1) When an employee is assigned to perform the duties of a higher classification under 5 PR 025, the employee shall be paid according to the pay range allocation of the higher level position. Step

placement in the higher pay range shall be the same as if the employee were promoted to the higher classification.

(2) 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.

(b) Overtime Compensation for Acting in a Higher Range Appointment. An hourly employee appointed to a higher level job class in a salaried position remains eligible for overtime pay.

(c) Overtime Compensation for a Salaried employee working in an Hourly position. A salaried employee who works out of class in an hourly position and who works the majority of his or her work day performing the duties that are normally compensated at an hourly rate of pay, shall be eligible for overtime compensation for hours exceeding the thresholds defined in 10 PR 120(a)-(c) (Overtime Defined). (*Res. No. 2342, 2005; 2370, 2006; 2422(c), 2007; 2582, 2011*)

#### **10 PR 100. Shift Differentials.**

Only those employees who are paid on an hourly basis, who regularly work 37.5 hours per week or more, and whose work schedule includes in excess of 2 hours between the hours of 4:00 p.m. and 8:00 a.m. are eligible for shift differentials

(a) Hours worked between 4:00 p.m. and midnight will be paid at shift differential "A". The hourly premium pay rate associated with shift differential provided in 18 PR 015.

(b) Hours worked between midnight and 8:00 a.m. will be paid at shift differential "B". The hourly premium pay rate associated with shift differential provided in 18 PR 015.  
(*Res. No. 1875, 1997; 2370, 2006*)

#### **10 PR 105. Standby Pay.**

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

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

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

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

(e) Standby pay is available only to an employee paid an hourly rate and who regularly works 37.5 hours or more per week. (*Res. No. 1875, 1997*)

**10 PR 110. Call Out.**

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

(b) The minimum call out is for 1 hour of work.

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

(d) Call out pay is available only to an employee paid an hourly rate and who regularly works 37.5 hours or more per week. (*Res. No.1875, 1997; 2370, 2006*)

**10 PR 115. Sixth and Seventh Day.**

(a) A full time employee paid an hourly rate who works a sixth or seventh day is paid for a minimum of 2 hours.

(b) In those instances that the minimum work is not available the difference between the employee's actual duty and the minimum is recorded and paid as show-up compensation.

(c) Show-up compensation is not credited to an employee for purposes of determining overtime eligibility. (*Res. No. 2370, 2006*)

**10 PR 120. Overtime Defined.**

(a) Reserved.

(b) Reserved.

(c) All work in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, is paid at the overtime rate

(d) All work on a holiday as defined in these Rules is paid at the overtime rate of pay, unless the holiday has been compensated for by an alternate day off or by increased personal leave credit.

(e) An employee who works 7.5 hours or more without a lunch break of at least 0.5 hour in duration will be paid at the overtime rate for 0.5 hour.

(f) Overtime pay is available only to an employee paid an hourly rate.

(g) If an operational exigency causes an employee to work for a period of time such that the employee is unable to achieve sufficient rest before the start of a scheduled shift, a department director is authorized to grant the employee up to eight hours of administrative leave so that the employee receives sufficient rest before reporting to work. A new workday or new work week shall not cause an employee who has not had a sufficient rest period to lose overtime eligibility.

“Sufficient rest” is generally defined as 8 hours away from work. (*Res. No. 2342, 2005; 2370, 2006; 2476, 2009*)

**10 PR 125. Overtime Rate.**

The overtime rate for an hourly paid employee is 1.5 times the normal hourly rate.

**10 PR 130. Overtime Payment.**

- (a) Overtime is paid as wages or as compensatory time.
- (b) An employee may request that overtime be credited as compensatory time.
- (c) The department director must determine that the crediting or use of compensatory time will not result in any increased costs or scheduling hardships prior to authorizing the crediting or use of compensatory time.

**10 PR 135. Maximum Compensatory Time.**

- (a) An employee’s compensatory time balance may not exceed 100 hours on the first day of any pay period. All excess hours are to be paid as wages.
- (b) No compensatory time other than that earned during pay periods starting between November 21 through December 31 may remain credited to the account of an employee after the first day of the first pay period starting in January.
- (c) Compensatory time may not be taken in the same pay period that it is earned. The Department Director can authorize such use under extenuating circumstances. (*Res. No. 1875, 1997; 2069, 2001; 2370, 2006; 2582, 2011*)

**10 PR 140. Compensatory Time Payment.**

An employee is paid at the employee’s regular rate of pay for all time that is deducted from the employee’s compensatory time account.

**10 PR 145. Holiday Pay.**

- (a) Permanent and probationary employees, , who are not compensated for holidays by accruing additional personal leave, are paid for each holiday provided the employee was in full pay status the work day immediately preceding the holiday and the work day immediately following the holiday. Employees occupying part-time limited and seasonal part-time positions are not eligible for holiday pay except as provided in 7 PR 025(f). For the purposes of this provision, full pay status shall include an employee who is in furlough status.
- (1) Employees with a regular work schedule of 37.5 hours per week receive 7.5 hours pay for each holiday.

(2) Employees with a regular work schedule of 40 hours or more per week will receive 8 hours pay for each holiday

(3) Employees with a regular work schedule of less than 37.5 hours per week receive 0.2 of the regularly scheduled weekly hours as pay for each holiday.

(4) A part-time employee who works a schedule that fluctuates in number of hours from week to week shall receive holiday pay that is based on the average number of hours worked per week over the 5 day periods immediately preceding the pay period the holiday falls in. For the purposes of computing the amount of time per week, all hours credited to regular pay, personal leave, or holiday pay shall count. Time worked in overtime status, compensatory time taken or call back or show up pay shall not be included. (*Res. No. 2282, 2004; 2370, 2006; 2622; 2012*)

**10 PR 150. Total Remuneration.**

No salary, wage or benefit may be paid to an employee except as provided in these rules, by ordinance or resolution of the Assembly, or as required by state or federal law

**RULE 11  
LEAVE**

**Section**

**005. Scope**

**010. Accrual Rates**

**012. Personal Leave Cash-in**

**015. Reserved**

**016. Reserved**

**017. Reserved**

**020. Accrual During Unauthorized Leave**

**025. Leave Anniversary**

**030. Minimum Leave Use**

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**040. Use of Personal Leave**

**045. Direction to Take Leave**

**050. Bereavement Leave**

**055. Banked Medical Leave**

**060. Use of Leave to Supplement Workers' Compensation**

**065. Leave Without Pay**

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**075. Effect of Leave Without Pay**

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**090. Military Leave Without Pay**

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**100. Emergency Service Leave**

**105. Maximum Paid Military and Emergency  
Service Leave**

**110. Donation of Leave**

**115. Seasonal Leave**

**120. Medical Leave on Separation**

**125. Personal Leave on Separation**

**130. Parent-Teacher Conference Leave**

*(Res. No. 2069, 2001; 2370, 2006; 2422(c), 2007; 2476, 2009; 2618, 2012)*

**11 PR 005. Scope.**

This Rule covers absences from regularly scheduled work for employees with probationary, permanent, partially exempt, long term temporary or acting in a higher range status. Part time limited and short term temporary employees shall not be subject to personal leave accrual or use. *(Res. No. 2370, 2006; 2618, 2012)*

**11 PR 010. Accrual Rates.**

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

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

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

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

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

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

(b) Employees who are assigned to a 40 hour work week and who are paid an hourly rate accrue personal leave at the rate of:

(1) 6.5 hours for each full biweekly pay period of work for employees with less than one year of service;

(2) 7.4 hours for each full biweekly pay period of work for employees with one but less than two years of service;

(3) 8.3 hours for each full biweekly pay period of work for employees with two but less than five years of service;

(4) 9.3 hours for each full biweekly pay period of work for employees with five but less than ten years of service;

(5) 11.1 hours for each full biweekly pay period of work for employees with ten years or more 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) Leave accrual for part-time employees and other employees not assigned to a 37.5 hour work week is prorated according to a schedule established by the Human Resource Director.

(e) Years of service for the purpose of computing personal leave includes all full-time probationary, permanent, acting in a higher range, long term temporary, and partially exempt service with the CBJ that is subject to these rules. Less than full-time probationary, permanent, acting in a higher range, and partially exempt service is prorated according to a schedule established by the Human Resource Director.

(f) Reserved.

(g) If a former employee who left in good standing returns to CBJ service within 10 years of separation, the employee shall be placed at the level of leave accrual formerly held.

(h) The City Manager may, at his or her discretion, authorize an advanced leave accrual rate.

(i) Reserved. (*Res. No. 1875, 1997; 2370, 2006; 2422(c), 2007; 2618, 2012*)

### **11 PR 012. 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.

(f) Notwithstanding the provisions of 11 PR012 (a), an employee may cash in an unlimited amount of accrued personal leave provided that the employee's leave balance is not less than 21 days and the employee has taken a minimum of 21 days of leave in the leave year in which the cash in request is made. (*Res. No. 2016, 2000; 2223, 2003; 2370, 2006; 2476, 2009*)

**11 PR 016. Reserved.** (*2370, 2006; 2500, 2009; 2618; 2012*)

**11 PR 017. Reserved.** (*Res. No. 2370, 2006; 2500, 2009; 2618; 2012*)

**11 PR 020. Accrual During Unauthorized Leave.**

Leave is not accrued for any pay period during which an employee is absent without approved leave. (*Res. No. 2370, 2006*)

**11 PR 025. Leave Anniversary.**

(a) An employee's leave anniversary is the first day of the pay period immediately following the pay period in which the employee is appointed.

(b) A change to an employee's rate of accrual is effective on the employee's leave anniversary.

**11 PR 030. Minimum Leave Use.**

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

(b) An employee is exempt from the minimum use requirement to the extent the employee's personal leave balance would be reduced to less than 30 days.

(c) Minimum leave not used is deducted from the employee's leave balance on the day immediately preceding the first day of the first pay period in January. An employee may not receive any credit or compensation for deducted leave. (*Res. No. 2069, 2001; 2370, 2006; 2618; 2012*)

**11 PR 035. Maximum Leave Carry-over.**

(a) Accrued personal leave may not exceed 150 days on the first day of the first pay period in January except with the written authorization of the City Manager. Leave in excess of 150 days is converted to banked medical leave.

(b) At the request of the department director, the City Manager may permit the carry-over of leave in excess of 150 days when the City Manager determines that the employee made every reasonable effort to schedule leave and the department director denied the leave requests because of extraordinary circumstances.

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

(2) Granting carry-over of leave may not cause any hardship to the CBJ beyond the benefit to be gained by granting such leave carry-over. (*Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006; 2422(c), 2007; 2618, 2012*)

**11 PR 040. Use of Personal Leave.**

(a) Personal leave may be granted at any time the work load permits with the prior approval of the employee's supervisor.

(b) Personal leave for medical reasons must be granted if the supervisor is satisfied that:

(1) The employee is sick or disabled to the extent that the employee cannot perform regular duties;

(2) The employee's presence on the job would jeopardize the health or safety of fellow employees;  
or

(3) To care for the employee's child, spouse, domestic partner, or parent who is ill or injured if such illness or injury requires the employee's presence.

(c) Personal leave may also be used for Family Medical Leave purposes consistent with the provisions of 11 PR 067.

(d) A department director may require an employee to provide a statement from a health care provider or other acceptable proof that the conditions of this section have been satisfied before authorizing use of personal leave.

(e) An employee is required to promptly advise the supervisor or department director of his or her absence and the reason for his or her absence when requesting the use of unscheduled leave.

(f) An employee may be authorized to take no more than two weeks of personal leave for the period immediately preceding his or her resignation. The Department Director, with approval from the Human Resources Director, may grant an additional two weeks of personal leave for extenuating circumstances. The employee must return to work status prior to separating from service. (*Res. No. 1619, 1993; 2370, 2006*)

#### **11 PR 045. Direction to Take Leave**

A supervisor or department director may direct an employee to use accrued leave when necessary to assure the employee uses the minimum required leave or when the employee's accumulated leave may exceed the maximum carry-over.

#### **11 PR 050. Bereavement Leave.**

An employee may use personal or banked medical leave when the employee notifies his or her supervisor or department director that a member of the employee's immediate family has died. Bereavement leave entitlement is limited to 2 weeks. (*Res. No. 1619, 1993, 2223; 2370, 2006; 2618, 2012*)

#### **11 PR 055. Banked Medical Leave.**

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

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

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

(3) The employee has an FMLA qualifying condition exceeding one working day. In such instances the use of banked medical leave begins on the second day of absence.

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

(5) The employee has no accrued personal leave and the absence is due to the death of the employee's immediate family member, in which case the use of medical leave is limited to 2 weeks. A department director may require a physician's statement or other acceptable proof that an employee's condition meets the requirements of this section before authorizing the use of banked medical leave.

(b) Banked medical leave cannot be cashed in when an employee separates from CBJ service. Employees who are reemployed with the CBJ to a position that accrues leave within three calendar years of separation, and who had banked medical leave upon separation, shall have their medical leave bank restored. (*Res. No. 1875, 1997; 2223, 2003; 2370, 2006; 2618, 2012*)

**11 PR 060. Use of Leave to Supplement Workers' Compensation.**

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

(b) Employees receiving workers' compensation are on leave without pay for that time covered by the payments. (*Res. No. 1875, 1997; 2370, 2006; 2618, 2012*)

**11 PR 065. Leave Without Pay.**

(a) An employee may be granted leave without pay provided the leave does not cause hardships to the CBJ. Except as provided in 11 PR 067, 11 PR 115, and 13 PR 020, and employee may not take leave without pay if the employee has accrued compensatory or personal leave available for use.

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

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

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

(e) Leave without pay in excess of 20 days in a calendar year must be approved by the City Manager unless authorized as family/medical leave under the provisions of 11 PR 067.

(f) An employee who has no accrued personal or banked medical leave will be granted leave without pay for family/medical leave purposes consistent with 11 PR 067.

(g) An employee may be granted up to ten days of leave without pay, regardless of hardship caused to the CBJ, if the absence is due to the death of a member of the employee's immediate family. (*Res. No. 1875, 1997; 2015, 2000; 2223, 2003; 2370, 2006; 2582, 2011; 2618, 2012*)

**11 PR 067. Family/Medical Leave.**

Administrative Policy 08-03R, Family Medical Leave Policy, or the successor policy(ies) is hereby incorporated by reference at Appendix A. (*Res. No. 1875, 1997; 2370, 2006; 2618, 2012*)

**11 PR 070. Cancellation of Leave.**

The CBJ retains the right to cancel pre-approved leave when circumstances require such cancellation. (*Res. No. 2370, 2006*)

**11 PR 075. Effect of Leave Without Pay.**

During each pay period an employee uses leave without pay, the employee accrues leave and other benefits on the same prorated basis as a part-time employee.

**11 PR 080. Adjustment of Anniversary Dates.**

The leave anniversary and the merit anniversary of a full time employee are set forward 1 pay period for each 10 days of leave without pay. (*Res. No. 1875, 1997; 2370, 2006*)

**11 PR 081. Employee Furloughs.**

The City Manager may, at his or her discretion, authorize a period of employee furlough on a voluntary or mandatory basis to reduce the operating costs of the organization. An employee may be placed on furlough even if the employee has a personal leave balance. The provisions of 11 PR 075 and 11 PR 080 shall not apply to furlough periods. (*Res. No. 2476, 2009; 2622, 2012*)

**11 PR 085. Court Leave.**

- (a) An employee called to serve as a juror or subpoenaed as a witness to testify concerning matters within the scope of employment or incidents observed while on duty may receive court leave.
- (b) An employee required on his or her regularly scheduled workday to serve as a juror or witness shall be paid his or her regular wage for the time spent in court or the length of the shift, whichever is less. The employee shall remit to CBJ all juror or witness fees for such service.
- (c) Court leave must be supported by written documents such as a subpoena or court clerk's statement of attendance. (*Res. No. 2069, 2001*)

**11 PR 090. Military Leave Without Pay.**

An employee is entitled to leave without pay 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). (*Res. No. 2370, 2006*)

**11 PR 095. Military Leave with Pay.**

- (a) An employee who is a member of a reserve component of the United States uniformed services is entitled to a leave of absence without loss of pay for that time during which the employee 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.

(b) An employee who is called to active duty by the governor is entitled to 5 paid work days of military leave per year (January 1 through December 31).

**11 PR 100. Emergency Service Leave.**

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.

**11 PR 105. Maximum Paid Military and Emergency Service Leave.**

The combined total of paid military leave and paid emergency service leave for an employee may not exceed 16.5 days in a calendar year.

**11 PR 110. Donation of Leave.**

(a) The City Manager may allow an employee to donate a maximum of 30 days or 50 percent of accrued personal leave, whichever is less, provided that the donation does not reduce the employee's total leave balance to less than 12 days.

(b) The transfer of leave may only be made:

(1) To an employee who is on leave without pay and whose absence from work is due to:

(A) Authorized Family Medical Leave,

(B) The death of a member of the employee's immediate family, or

(C) The employee is on approved military or emergency service leave per 11 PR 100.

(2) To a member of the immediate family of a deceased employee.

(c) Unused donated leave will be returned to the donor.

(d) Leave donated to another employee may not be credited toward the donor's minimum leave use requirement.

(e) Leave donated by an employee who is paid an hourly rate is given a cash value by multiplying the number of hours donated by the regular hourly rate of the donor. Leave donated by an employee who is paid a salary must be in full day increments which will be given a value as provided for in these rules.

(1) The cash value is given to the family of the deceased employee, or

(2) The cash value is divided by the regular hourly rate or the daily pay rate of the recipient and the recipient's medical leave bank is credited with that number of hours or days resulting from the calculation.

(f) Notwithstanding the provisions of (a) above, an employee who holds more than one leave accruing position may donate leave to themselves for periods of approved leave when leave accrued in one leave accruing assignment is needed to prevent the employee from going into a period of leave without pay in another leave accruing assignment. In such cases, leave donated from one position to the other will be credited on the same basis as if the employee was donating leave to another employee as provided in (e) above. (*Res. No. 2004, 1999; 2370, 2006; 2618, 2012*)

#### **11 PR 115. 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 except that,

(b) A seasonal employee may retain a personal leave balance not to exceed 160 hours if the employee so requests prior to the end of the work season. (*Res. No. 2618, 2012*)

#### **11 PR 120. Medical Leave on Separation.**

All banked medical leave is canceled on separation from service. An employee may not receive any credit or compensation for canceled leave. (*Res. No. 2370, 2006; 2618, 2012*)

#### **11 PR 125. Personal Leave on Separation.**

(a) An employee separating from employment will receive, within 30 days of separation, terminal leave in the form of a lump sum payment for the personal leave balance at time of separation.

(b) An employee reemployed during terminal leave must refund an amount equal to the compensation covering the period between the date of reemployment and expiration of the terminal leave. The leave represented by the refund will be credited to the personal leave account of the employee. (*Res. No. 2069, 2001; 2370, 2006; 2618, 2012*)

#### **11 PR 130. 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 conferences regarding the same child. A supervisor may grant parent-teacher conference leave only in advance upon presentation by the employee of written verification of the date and time of the conference and a written finding by the supervisor that the leave can be accommodated without imposing added cost or inefficiencies in the work

place. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave. (*Res. No. 1835, 1996*).



**RULE 12  
RESIGNATION, NONDISCIPLINARY SEPARATION AND VOLUNTARY DEMOTION**

**Section**

**005. Resignation**

**010. Withdrawal or Amendment of Resignation**

**012. Non-disciplinary Separation**

**015. Voluntary Demotion**

**020. Eligibility to be Considered for Future Employment**

*(Res. No. 2422(c), 2007)*

**12 PR 005. Resignation.**

- (a) To resign in good standing an employee must have acceptable or better performance, comply with all exit requirements, and provide proper written notice.
- (b) An employee's performance shall be considered acceptable or better if
  - (1) A permanent or partially exempt employee's last performance evaluation of record indicates an overall performance rating of "acceptable" or better, or
  - (2) A probationary employee's progress on his or her training plan was satisfactory.
- (c) An employee shall be considered to have complied with exit requirements provided the employee returns all of the CBJ's property prior to separation.
- (d) Proper written notice must be provided to the department director in advance of separation from service according to the following provisions:
  - (1) Written notice must be given at least 2 weeks prior to the effective date for employees assigned to pay ranges 13 and below or the equivalent hourly pay amount as shown on the general pay schedule.
  - (2) Written notice must be given at least 4 weeks prior to the effective date for all other employees.
- (3) A resignation must contain:
  - (i) The date it is written;
  - (ii) An unequivocal statement that the employee is separating from employment;
  - (iii) An effective date which is the employee's last day of work; and
  - (iv) The employee's signature.

(e) The department director may waive the advance notice requirement at his or her discretion.

(f) An employee who does not resign in good standing shall not be eligible for reemployment under the provisions of 5 PR 060. (*Res. No. 2370, 2006; 2649, 2013*)

**12 PR 010. Withdrawal or Amendment of Resignation.**

(a) An employee, with the approval of the department director, may withdraw a resignation at any time prior to the selection of a replacement employee.

(b) An employee, with the approval of the department director, may change the effective date of a resignation.

**12 PR 012. Non-disciplinary Separation.**

(a) A department director may order non-disciplinary separation of an employee if the employee:

(1) Does not request, is denied, is ineligible for, or exhausts all available leave and fails to appear for work;

(2) Fails to respond to a notice requiring an indication of an intention to return to work;

(3) Becomes unqualified for or is unable to perform one or more essential functions of the position; or

(4) Has completed temporary or emergency service. (*Res. No. 1900, 1997; 2370, 2006*)

**12 PR 015. Voluntary Demotion.**

(a) A permanent or probationary employee may request a voluntary demotion.

(b) The request must be presented to the department director in writing. The decision to authorize a voluntary demotion is at the discretion of the department director.

(c) A demoted probationary employee will complete the remainder of the original probationary period in the lower classification unless the probationary service exceeds the normal probationary period for the lower classification. If the probationary service exceeds the normal probationary period for the lower classification the employee must serve an additional month of probation. (*Res. No. 2370, 2006*)

**12 PR 020. Eligibility to be Considered for Future Employment.**

(a) An employee who separates from service is eligible to be considered for future employment with the City and Borough unless otherwise specified.

(b) An employee who is separated from service for less than fully Acceptable job performance shall not be considered for future employment in the same job class or in a closely related occupational area, unless the individual can demonstrate that he or she has satisfactorily performed similar work at a fully Acceptable level for another employer for a minimum of two years.

(c) An employee who is separated from service for less than fully Acceptable work habits or other job related attributes shall not be eligible to be considered for future employment with the City and Borough unless the individual can demonstrate that he or she has worked for another employer(s) for a minimum of two years. The subsequent employer(s) must verify that the undesirable work habit or job related attribute has been corrected.

(d) An employee who is separated from service under the provisions of 13 PR 035 for misconduct will not be eligible to be considered for future employment with the City and Borough.

(e) An employee who resigns in lieu of dismissal or during the course of an investigation into an allegation of employee misconduct that, if proven true, would lead to dismissal, will not be eligible to be considered for future employment with the City and Borough.

(f) The employee will be notified upon separation of his or her rehire status.

(g) An individual certified as non-eligible to be considered for future employment under the provisions of (d) through (f) above may, after a period of five years, make a written appeal to the City Manager to have his or her status reversed. The City Manager will respond in writing to the individual requesting reconsideration. The decision of the City Manager shall be final. (*Res. No. 2422(c), 2007*)

**RULE 13  
DISCIPLINARY ACTIONS**

**Section**

**005. Scope**

**007. Purpose**

**009. Predisciplinary Investigations**

**010. Predisciplinary Conference**

**015. Reprimand**

**020. Suspension**

**025. Step Reduction**

**030. Demotion**

**035. Dismissal**

*(Res. No. 2106, 2001; 2370, 2006)*

**13 PR 005. Scope.**

This Rule applies only to the classified service.

**13 PR 007. Purpose.**

The purpose of disciplinary action is to remedy unacceptable performance or conduct. Supervisors should impose discipline in steps of gradually increasing severity unless the performance or conduct warrants the immediate application of severe action. In general, the progression of disciplinary actions should be as follows: oral reprimand, written reprimand, suspension, dismissal. Other sanctions may be imposed as warranted to address particular deficiencies. *(Res. No. 2106, 2001)*

**13 PR 009 Predisciplinary Investigations**

- (a) A supervisor, or other representative of the CBJ, must conduct a fact finding investigation when there is an allegation of misconduct involving a permanent employee and that employee may be subject to disciplinary action if such allegation is sustained.
- (b) Such investigation shall be conducted in a thorough, fair and unbiased fashion. During the course of the investigation, the fact finder shall make reasonable attempts to gather all relevant facts and evidence and shall interview witnesses as appropriate.
- (c) The permanent employee who is the subject of the investigation shall be interviewed. During the interview, the employee may have representation if he or she desires. If the employee is represented by a union, such representation shall be limited to an authorized representative of the union. *(Res. No. 2370, 2006)*

**13 PR 010. Predisciplinary Conference.**

(a) A permanent employee subject to a suspension, step reduction, demotion or dismissal must be afforded the opportunity for a conference before the disciplinary action is effective.

(b) The purpose of the conference is to allow the employee and management personnel to review the facts relating to the proposed disciplinary action. (*Res. No. 1835, 1996*)

**13 PR 015. Reprimand.**

(a) A supervisor may for cause, after a pre-disciplinary investigation, issue a written reprimand to an employee. The reprimand must be discussed with the employee.

(b) A copy of the reprimand with any reply from the employee will be filed with the Human Resources Director.

(c) A letter of reprimand is not subject to the grievance procedure. (*Res. No. 2370, 2006*)

**13 PR 020. Suspension.**

(a) A department director may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, suspend an employee without pay.

(b) The reason for the suspension will be given to the employee in writing and a copy filed with the Human Resources Director.

(c) The period of suspension will be treated as leave without pay for other purposes of these Rules including the effect on leave accrual, anniversary dates, and health insurance premiums. (*Res. No. 2370, 2006*)

**13 PR 025. Step Reduction.**

(a) A department director may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, reduce by one step the placement of a permanent employee who is placed at other than step A.

(1) The reason for the reduction will be given to the employee in writing and a copy filed with the Human Resource Director.

(2) The period the employee serves at the lower step may not exceed 26 weeks without review.

(3) The employee must be provided a performance improvement plan in accordance with 8 PR 025.

(b) An employee is subject to further step reduction or other disciplinary action if the employee fails to correct less than acceptable performance or repeats unacceptable behavior during the period of step reduction.

(c) A department director shall restore salary steps in accordance with 10 PR 085 when the employee receives an overall performance evaluation of “acceptable” or better when the unacceptable behavior has been corrected. (*Res. No. 2370, 2006; 2422(c), 2007*)

**13 PR 030. Demotion.**

(a) A department director may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, demote an employee.

(b) The reason for the demotion will be given to the employee in writing and a copy filed with the Human Resources Director. (*Res. No. 2370, 2006*)

**13 PR 035. Dismissal.**

(a) A department director may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, dismiss a permanent employee.

(b) The reasons for the dismissal and the effective date will be given to the employee in writing. A copy will be filed with the Human Resources Director. (*Res. No. 1835, 1996; 2370, 2006*)

**RULE 14**  
**REDUCTION IN WORK FORCE**

**Section**

**005. Scope**

**015. Layoff**

**020. Criteria**

**025. Methodology**

**030. Notification**

**035. Layoff Rights**

**040. Employee Obligations**

*(Res. No. 1900, 1997)*

**14 PR 005. Scope.**

This rule covers separation of employees in the classified service due to a reduction in the number of positions in a particular classification.

**14 PR 015. Layoff.**

(a) The City Manager may lay off a permanent or probationary employee by reason of abolition of position, shortage of work or funds or other reasons outside the employee's control. A layoff does not reflect discredit on the service of the employee.

(b) No permanent or probationary employee may be laid off while there are emergency or temporary employees serving in the same classification.

(c) Probationary employees will be laid off prior to permanent employees. An employee who is probationary as the result of a promotion, transfer, or change in occupation and who held permanent status in the previous classification retains rights as a permanent employee in the previous classification when there has been no break in service. *(Res. No. 2370, 2006)*

**14 PR 020. Criteria.**

(a) Layoff will be by classification with exceptions for bona fide occupational specialties which are consistent with job practices and the position description. *(Res. No. 2370, 2006)*

**14 PR 025. Methodology.**

(a) The order of layoff will be determined by computing points based on the employee's length of service and performance. Employees with the least points within each classification will be laid off first. In the event of tied scores the employee with the least service will be laid off first. In the event of tied scores and identical service, layoff will be determined by lot.

(b) Total employee points are the product of the length of service and the average of the three most recent performance evaluations. When a performance evaluation does not exist employee points will be determined by crediting one point for each full month of service.

(c) Length of service will be determined by total uninterrupted service as a permanent or probationary employee counted in weeks. Leave without pay will not be counted. Full time equivalencies will be determined for service that is less than full time. Partial weeks will be rounded to the nearest whole week. Length of service will be calculated as of the first day of the week in which the City Manager issues the layoff notice.

(d) Each of the three most recent performance evaluations is assigned a point value.

(1) An overall rating of “outstanding” will receive 1.3 points.

(2) An overall rating of “acceptable plus” will receive 1.2 points.

(3) An overall rating of “acceptable”, will receive 1.0 points.

(4) An overall rating of “acceptable minus” will receive 0.3 points.

(5) An overall rating of “unacceptable” will receive 0.0 points. (*Res. No. 2370, 2006*)

**14 PR 030. Notification.**

(a) An employee who is laid off will receive a minimum of 30 days written notice from the City Manager. This notice will include the following:

(1) The date on which coverage under the health insurance plan will cease and an explanation of options for continuing coverage. The employee will be allowed up to one hour of scheduled duty time to discuss health insurance options,

(2) The employee will be allowed up to 1 hour of scheduled duty time to discuss public employees retirement system options, and;

(3) The employee will be allowed 1 hour of scheduled duty time to register for work with the Alaska Employment Service Office, and;

(4) The employee will be allowed to attend job interviews with any CBJ department during scheduled duty time, and;

(5) The employee will be allowed up to 4 hours of scheduled duty time to attend job interviews which cannot be scheduled at other times.



(b) A seasonal employee may be notified in writing of an impending layoff while on seasonal leave without pay. Such notice shall be given to the seasonal employee as soon as practicable, but at least 30 days prior to the seasonal employee's scheduled return date or 30 days prior to the date of the layoff whichever is later. (*Res. No. 2370, 2006*)

**14 PR 035. Layoff Rights.**

(a) Layoff status and rights will be for a maximum of 24 months. If the employee is not reappointed during this period, the employee will be separated in good standing. During the period of layoff the following rights exist:

(1) At the time of layoff the employee will receive payment for all personal leave. Return from layoff within the 24 month period restores the employee's entire medical leave balance.

(2) Any vacant position for the employee's job classification which occurs during the layoff period will be offered first to those employees on layoff status, with exceptions for occupational specialties. The position will be offered first to the employee with the highest number of points in the job classification.

(3) To be reappointed an employee on layoff status must meet the licensing and certification required of other incumbents in the classification.

(4) The Human Resources Director will mail or e-mail copies of all job announcements directly to the employee while the employee is on layoff status unless the employee notifies the Human Resources Director to the contrary.

(5) An employee on layoff status may apply for any position as a current employee. Applicants on layoff status will receive particular consideration. The Human Resources Director may require written justification to fill a vacant position with someone other than an employee on layoff status in a related job classification.

(6) An employee on layoff status may, without forfeiting layoff rights, accept any temporary position or any permanent position in which the compensation is less than the employee's salary before layoff.

(7) When an employee on layoff status is appointed to a permanent position in the employee's former job classification, the employee will resume employment with the same status, range and step held at the time of layoff.

(8) When an employee on layoff status is offered appointment to a closely related classification the department director and the Human Resources Director shall determine the employee's status. The department director shall inform the employee of the proposed status prior to the appointment becoming effective.

(b) When an employee on layoff status accepts an appointment to an unrelated job classification, a probationary period must be served.

(c) When an employee on layoff status is appointed to a permanent position, the period of layoff will be recorded as leave without pay. (*Res. No. 2370, 2006; 2649, 2013*)

**14 PR 040. Employee Obligations.**

(a) When an employee on layoff status refuses or fails to respond to a written offer of appointment to the employee's former classification within 10 days, layoff status is ended and the employee will be separated in good standing.

(b) When an employee on layoff status fails to respond within 10 days to a written inquiry relating to availability for appointment, layoff status is ended and the employee will be separated in good standing.

**RULE 15  
GRIEVANCE AND APPEAL PROCEDURE**

**Section**

**005. Scope and Purpose**

**010. Representation**

**015. Duty Time**

**020. General Grievance Procedure**

**025. Dismissal, Demotion, or Suspension over 10 Days**

**030. Appeals to Personnel Board**

*(Res. No. 2370, 2006)*

**15 PR 005. Scope and Purpose.**

(a) This Rule applies only to the classified service.

(b) The purpose of this rule is to resolve disputes and grievances informally and at the lowest level possible.

(c) No act of reprisal may be taken against an employee for the good faith use of this Rule.

**15 PR 010. Representation.**

The employee may select a representative to assist in the presentation of a grievance or appeal. The employee shall provide written notice of the representative's name and telephone number to the supervisor, the department director, or the City Manager, as appropriate. *(Res. No. 2370, 2006)*

**15 PR 015. Duty Time.**

The employee will be given a reasonable amount of regularly scheduled duty time to meet with management or the Personnel Board to present and resolve the employee's grievance or appeal. The employee will not be compensated for time spent on the grievance or appeal outside of regularly scheduled duty time.

**15 PR 020. General Grievance Procedure.**

(a) An employee with a grievance regarding working conditions or employment may pursue it as set forth in subsection (b) subject to the limitations set forth in subsection (c):

(b) Procedures.

(1) The employee shall present the grievance to the immediate supervisor within seven days of becoming aware of the action being grieved.

(2) The supervisor and the employee shall attempt to informally resolve the grievance within seven days of the presentation of the grievance. Resolutions may not conflict with the personnel rules or applicable laws, regulations, or policies and shall not be precedential. If the resolution of the grievance is not acceptable to the employee, then

(3) The employee shall, within 21 days of becoming aware of the action being grieved, reduce the grievance, including the relief sought, to writing and present it to the department director. The employee and the department director shall meet to discuss the grievance if either party believes such a meeting will be beneficial.

(4) The department director shall respond to the grievance in writing within 14 days of the grievance meeting or within 14 days of notification that the grievance meeting will not be held. If the decision of the department director is not acceptable to the employee, then

(5) The employee shall present the grievance to the City Manager within seven days, including a written statement explaining why the decision is not acceptable.

(6) The City Manager shall respond to the grievance within 14 days. The decision must be in writing and include the City Manager's findings, conclusions and disposition of the grievance. The City Manager's decision shall be final.

(7) If the employee fails to meet the time limits set out in this grievance procedure, the grievance will not be considered further.

(8) If the CBJ fails to meet the time limits set out in this grievance procedure, the employee may advance the grievance to the next step in the procedure subject to the limitations in the section concerning appeals to the Board.

(9) The parties may agree to extend the time limits at any step of this procedure. Any agreement to extend the time limits must be in writing signed by both parties.

(c) Limitations.

(1) No employee may use this section to grieve a dismissal, demotion, or suspension of more than 10 working days.

(2) Only permanent employees may use this section to grieve a suspension 10 working days or less.

(3) Temporary employees may not use this section.

(4) The grievance procedure may not be used to determine the appropriate classification of a position. (*Res. No. 2055, 2000; 2370, 2006; 2422(c), 2007; 2582, 2011*)

**15 PR 025. Dismissal, Demotion, or Suspension over 10 Working Days.**

(a) An employee with permanent status who is dismissed, demoted, or suspended for more than 10 working days in alleged violation of these Rules, may pursue a grievance concerning any of these actions as follows:

(1) The employee shall, within 7 days of written notification of the action, file a written grievance with the City Manager setting forth the reasons for the grievance and stating the relief sought. If the employee fails to file a written grievance within this 7 day period, the grievance will not be considered further.

(2) The City Manager shall respond to the grievance within 28 days. The decision must be in writing and include the City Manager's findings, conclusions and disposition of the grievance.

(3) The City Manager may appoint a hearing officer to investigate the grievance and recommend to the City Manager findings, conclusions and disposition of the grievance.

(d4) If the decision of the City Manager is not acceptable to the employee, or if the City Manager does not respond in writing within 28 days, the employee may appeal to the Board subject to the limitations in the section concerning appeals to the Board.

(5) The parties may agree to extend the time limits at any step of this procedure. Any agreement to extend the time limits must be in writing signed by both parties. (*Res. No. 2055, 2000; 2370, 2006; 2582, 2011*)

**15 PR 030. Appeals to Personnel Board.**

An employee with permanent status may appeal a decision of the City Manager to the Personnel Board if the employee's appeal concerns a dismissal, demotion, or suspension over 10 working days.

(a) The employee shall file the written notice of appeal with the City Clerk within seven days of the decision of the City Manager, or within seven days of the expiration of the time limit for the City Manager's response, as applicable. The grievance must state the relief sought and the identity and telephone number of the employee's representative, if any. An employee who fails to file a notice of appeal within the applicable seven day period shall have waived the right to appeal the decision of the City Manager.

(b) The City Clerk shall notify the Personnel Board and the Human Resources Director of the filing of the notice of appeal within two days, excluding Saturdays, Sundays and those holidays listed in these Rules.

(c) The employee filing the appeal shall have the burden of proving by a preponderance of the evidence why the relief sought should be granted.

(d) The Personnel Board shall conduct its meetings and hearings according to the Alaska open meetings law, AS 44.62.310. The City Clerk shall notify in writing all parties and their representatives of all meetings and hearings of the Personnel Board on an appeal. The City Clerk shall provide public notice of all meetings and hearings of the Personnel Board as required by law.

(e) The Personnel Board will meet within seven days of receiving notice of the appeal from the City Clerk to determine the adequacy of the grievance record. If the Personnel Board determines that the record is inadequate, it will remand the appeal to the City Manager for further development of the record. The Personnel Board will identify the deficiencies and establish a date when the supplement to the record is due. The supplement to the record must be provided to the Personnel Board, the employee, and the employee's representative. The Personnel Board will schedule an appeal hearing to be held within 14 days after the date the supplement to the record is due.

(f) If the Personnel Board determines that the grievance record is adequate, the Personnel Board shall schedule a hearing to be held within 14 days. At the hearing the Personnel Board will review the record and consider the presentations of both parties. The parties may not introduce new evidence at the hearing. An electronic record of the hearing must be made. Persons with relevant knowledge of the issues presented by the employee's appeal may give testimony at the hearing. The Personnel Board may require the employee and the City Manager, or their representatives to exchange witness lists within a stated period of time prior to the hearing. The employee, the employee's representative, the City Manager, and the Manager's representative, may examine and cross-examine any witness with respect to facts which are material and relevant to the issues involved. The Personnel Board shall be responsible for the conduct of the hearing and may determine the order of the presentation of evidence, subpoena CBJ officers and employees and other persons to testify and to produce documents and other evidence, examine or cross-examine the employee and other witnesses, and determine the desirability of or necessity for prehearing or posthearing briefs or memoranda. All testimony taken at the hearing shall be under oath.

(g) The hearing need not be conducted according to the technical rules of evidence. The Personnel Board may admit any relevant evidence if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used to supplement or explain direct evidence but will not be deemed sufficient by itself to support a finding. Evidence determined by the Personnel Board to be unnecessarily cumulative or neither likely to prove nor disprove a fact in issue may be excluded upon the objection of the employee, the City Manager, their representatives, or the Personnel Board.

(h) The Personnel Board will submit its written decision, including findings and conclusions, to the employee, the City Manager and their representatives within 14 days of the hearing. The Personnel Board's decision shall be final and binding.

(i) The time limits established in this section may be extended by the Personnel Board if it is determined that they result in undue inconvenience or hardship for either party or the Personnel Board. (*Res. No. 2055, 2000; 2370, 2006; 2582, 2011*).

**RULE 16  
STANDARDS OF CONDUCT**

**Section**

- 005. Political Activity**
- 010. Employment Advantage**
- 015. Political Contributions**
- 020. Political Endorsements**
- 025. Nominations and Candidacy**
- 030. Other Employment**
- 035. Employment Discrimination**
- 040. Harassment**
- 045. Fair Opportunity**
- 050. Nepotism**
- 055. Drug Free Workplace**
- 060. Reporting Drug and Alcohol Related Violations**
- 070. Effects of Violations of Federal or State Laws**
- 080. Dress Code**
- 090. Smoking in CBJ Facilities or Vehicles**
- 100. Use of CBJ Assets**
- 105. Use of Cell Phones in Vehicles**
- 105. Safety**
- 110 Violations of Standards of Conduct**  
(*Res. No. 2370, 2006; 2459, 2009*)

**16 PR 005. Political Activity.**

(a) An employee may not while on duty or in a CBJ facility, unless participating in a public forum, advocate voting for or against a candidate for federal, state or municipal office, or a federal, state or municipal ballot issue by displaying, posting, and/or distributing buttons, leaflets, posters, or other materials. CBJ bulletin boards, union bulletin boards, CBJ internet, and CBJ e-mail are included in this rule.

(b) Nothing in this rule shall prevent an employee, while on duty, from preparing and distributing information approved by the City Manager regarding ballot issues. (*Res. No. 2370, 2006*)

**16 PR 010. Employment Advantage.**

An employee or applicant for employment may not offer, give, solicit or accept any money, service or valuable consideration in circumstances in which it could reasonably be expected to influence an employment decision.

**16 PR 015. Political Contributions.**

(a) No employee or other person may require contributions or services from an employee for any candidate, political party, political action committee or ballot issue.

(b) No employee or other person may solicit any contributions or services on behalf of any candidate, political party, political action committee or ballot issue from any employee during working time.

**16 PR 020. Political Endorsements.**

A person may not seek or attempt to use political endorsement to influence an appointment or employment advantage.

**16 PR 025. Nomination and Candidacy.**

(a) An employee who files a declaration of candidacy for election to the Assembly must immediately resign employment. The employee's position becomes vacant on the first working day following the date the declaration is filed.

(b) An employee who seeks nomination or becomes a candidate for elective government office other than the Assembly shall resign or take leave when the department director determines that this activity interferes with the employee's work.

**16 PR 030. Other Employment.**

An employee may not engage in or accept other employment or service for compensation unless the employee has notified the department director and the City Attorney in writing of the nature and extent of that outside activity. The department director and/or the city attorney will respond back to the employee if there may be a conflict of interest, or incompatibility with CBJ employment. . (*Res. No. 2223, 2003; 2370, 2006*)

**16 PR 035. Employment Discrimination.**

(a) No person may be discriminated against in any appointment, employment or promotion for a reason not related to merit.

(b) No action affecting the status of employment or consideration of an applicant may be taken other than those based on the individual's knowledge, skill, ability and willingness to discharge the duties and accept the responsibilities of the position.

**16 PR 040. Harassment.**

Unwanted conduct or communication by a supervisor, co-worker or other person which is not based on job related factors and adversely affects the employment relationship or working environment is prohibited. Administrative Policy # 97-06 Harassment Prohibited and Administrative Policy #02-03 Violence in the Workplace are hereby incorporated by reference. (*Res. No. 2370, 2006*)



**16 PR 045. Fair Opportunity.**

(a) No person may make any false statement, certification, rating or report in regard to any examination, selection or appointment.

(b) No person may obstruct another's right to examination, selection or appointment.

**16 PR 050. Nepotism.**

(a) A person may not be employed when that person is related by blood, marriage, or domestic partnership to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist. A direct working relationship is one in which one employee approves, directs or reviews the work of another employee. (*Res. No. 2370, 2006*)

**16 PR 055. Drug Free Workplace.**

(a) An employee may not unlawfully manufacture, distribute, possess, use or be under the influence of controlled substances at the workplace or while on duty.

(b) An employee may not use or be under the influence of beverage alcohol at the workplace or while on duty.

(c) An employee under the influence of a prescription or non-prescription medication may not undertake a work activity if the medication could impair the employee's ability to safely perform the activity.

**16 PR 060. Reporting Drug and Alcohol Related Violations.**

(a) An employee who is charged with, and/ or convicted of, violating a drug or alcohol related law must inform the department director within one working day of the charge and/or conviction. Conviction includes pleas of guilty and nolo contendere. (*Res. No. 2370, 2006*)

**16 PR 070. Effects of Violations of Federal or State Law.**

(a) An employee who receives a citation requiring a court appearance, or who is arrested or convicted, for a misdemeanor or felony, must report the citation, arrest, or conviction to the employee's department director within one working day. An employee who fails to report such citation, arrest or conviction may be subject to disciplinary action, up to and including dismissal.

(b) An employee who violates a federal or state law or regulation may be subject to disciplinary action up to and including dismissal if there is a clear nexus between the offense and the employee's duties, if a violation impairs the employee's ability to perform the duties of their position, or if the action adversely affects the CBJ. (*Res. No. 2370, 2006*)

**16 PR 080. Dress Code.**

(a) All employees of the CBJ must wear clothing that is clean, neat, is in good repair and presents a business-like appearance appropriate to the duties performed. At a minimum, the following types of clothing are prohibited:

(1) Clothing which is distracting to others, overly revealing, or fashioned or fitted in a sexually provocative manner.

(2) Sports or beach clothes such as cutoffs, tank tops, halter tops, tube tops, backless dresses, jogging outfits.

(3) Shorts other than dressy shorts designed to be worn with business clothes unless the employee is assigned primary work duties which require physical exertion outdoors during hot weather.

(4) Tee shirts or other attire that portray profanity or illegal activities.

(b) A department director may impose other clothing standards consistent with the work environment. (*Res. No. 2370, 2006*)

**16 PR 090. Smoking in CBJ Facilities and Vehicles.**

Smoking is prohibited in all CBJ facilities, equipment and vehicles pursuant to AS 18.35. Employees may smoke during designated relief or lunch breaks in designated smoking areas outside of CBJ facilities provided that such smoking does not occur anywhere near where highly flammable materials are stored or used. (*Res. No. 2370, 2006*)

**16 PR 100. Use of CBJ Assets.**

(a) CBJ assets include, but are not limited to:

(1) Facilities, equipment, vehicles or tools.

(2) Computers, servers, computer networks, software, e-mail accounts, or internet regardless of the method, time or place of access.

(3) Phones, cell phones, facsimile machines, radios or voice mail.

(4) Xerox machines, or other office equipment.

(5) Any other asset that is the property of the CBJ.

(b) An employee may not use any CBJ asset for personal gain. All use of CBJ assets must be in accordance with the CBJ Conflict of Interest Code.

(c) An employee may not use a CBJ asset to:

- (1) Defame, discriminate, or harass a co-worker or member of the public;
  - (2) Access or distribute obscene or pornographic materials;
  - (3) Violate a federal, state, or local law in any jurisdiction; or
  - (4) Represent the CBJ in any forum unless such representation is within the official and sanctioned capacity of the employee's duties.
- (d) De-minimus use of CBJ assets for personal reasons are acceptable provided such use is not in conflict with the rest of this rule or any other CBJ policy, and the use of the asset does not interfere with the employee performing his or her regular duties.
- (e) Any question regarding whether or not the use of a CBJ asset is appropriate should be referred to the employee's supervisor.
- (f) A department director may impose other reasonable restrictions on the use of CBJ assets.
- (g) The CBJ retains the right to access any CBJ computer or CBJ e-mail account used by an employee at any time. Employees are required to provide passwords for any computer or software programs that the employee uses at work. An employee has no expectation of privacy related to any communication that is created, sent or received via electronic medium from a CBJ computer or a CBJ e-mail account. Documents created, sent or received in conjunction with an employee's duties may be subject to disclosure under the Public Records Act. (*Res. No. 2370, 2006*)

**16 PR 105. Use of Cell Phones in Vehicles.**

Except in an emergency situation, an employee may not use a cell phone while driving a CBJ vehicle, or while operating a personal vehicle while on CBJ business. (*Res. No. 2370, 2006*)

**16 PR 106. Safety.**

Safety and equipment standards shall be in conformance with applicable state and federal law and/or regulation, Employer requirements and this Agreement. Failure to follow safety directives or to use safety equipment may result in discipline up to and including dismissal. (*Res. No. 2459, 2009*)

**16 PR 110. Violations of Standards of Conduct.**

An employee who violates CBJ standards of conduct may be subject to discipline up to and including dismissal. (*Res. No. 2370, 2006*)

**RULE 17**  
**GENERAL PROVISIONS**

**Section**

**005. Personnel Actions**

**010. Personnel Records**

**015. Continuation of Health Insurance**

**020. Licensed Employees**

**025. Wearing of Uniforms**

**17 PR 005. Personnel Actions.**

The following actions affecting an employee in the classified or partially exempt service must be in writing and a record of the action maintained: appointment, separation, change of position, change of pay, change of status, performance evaluation and disciplinary actions.

**17 PR 010. Personnel Records.**

(a) Personnel records are confidential and are not open to public inspection except as provided in this section.

(b) All requests for release of personnel records shall be submitted to the Human Resources Director. The director or the director's designee shall review the requests and approve the release of information as authorized in this section. Personnel records authorized for release shall be available for inspection subject to reasonable restrictions on the time and manner of inspection.

(c) The following information is available for public inspection:

(1) The names and classification titles of all employees,

(2) The position held by an employee,

(3) Prior CBJ positions held by an employee,

(4) Whether an employee is in the classified or partially exempt service,

(5) The dates of appointment and separation of an employee,

(6) The wages paid to an employee, and

(7) Applications for positions in the partially exempt service except for address, social security number, date of birth, personal telephone numbers, and Equal Employment Opportunity information.

(d) Personnel records not open to public inspection are released only under the following conditions.

(1) An employee or former employee may examine the his or her own personnel records, with the exception of selection information deemed confidential under these Rules, and may give written authorization to others to examine these records; and

(2) CBJ employees with a direct supervisory relationship with the employee may examine the employee's personnel records. Access to personnel records may be granted only for purposes related to the CBJ's Human Resource system.

(e) In the absence of written authorization from the employee or former employee:

(1) Personnel records are released only to federal, state or CBJ officials authorized by law to review the records; or

(2) Personnel records may be released upon receipt of an order of a court of competent jurisdiction. (*Res. No. 2370, 2006*)

**17 PR 015. Continuation of Health Insurance.**

(a) An employee covered by health insurance who is on leave without pay because of an on-the-job incident covered by workers' compensation will continue to be covered by health insurance pursuant to the terms of subsection (d).

(b) The family of a deceased employee covered by health insurance will continue to be covered by health insurance for 52 weeks following the date of death when the death is because of an accident on the job and health insurance is not provided to the family by the Public Employees Retirement System.

(c) An employee covered by health insurance who is on authorized leave without pay may continue coverage by paying the premium and an administrative fee not to exceed two percent of the premium.

(1) The employee shall pay a prorated portion of the employer's contribution to the health insurance premium beginning on the second day of authorized leave without pay status.

(2) An employee on authorized leave without pay for longer than 30 days shall have the option to discontinue his or her health insurance for the duration of leave without pay.

(3) An employee who is on furlough shall pay a prorated portion of the employer's contribution to the health insurance premium beginning on the fifteenth consecutive day of furlough status.

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

(e) An employee who is called to active uniformed service shall have the employer's portion of the employee's health insurance premium covered for the first 30 days of military leave.

(f) An employee who is in leave without pay status due to a disciplinary action shall be required to pay a prorated portion of the employer's health insurance premium costs beginning with the first hour of leave without pay. (*Res. No. 1619, 1993; 1875, 1997; 2210, 2003; 2370, 2006; 2476, 2009*)

**17 PR 020. Licensed Employees.**

An employee in a position for which a license or certification is required shall notify the department director immediately if that license or certification is suspended, revoked, expired or withheld. (*Res. No. 1900, 1997*)

**17 PR 025. Wearing of Uniforms.**

Uniform items identifying an individual as a CBJ employee may only be worn while performing assigned job duties, when traveling directly from place of residence to work and when traveling directly from work to place of residence.

**RULE 18**  
**COMPENSATION AND REIMBURSEMENTS**

**Section**

**005. Pay Schedules**

**010. Daily Pay Rate for Salaried Employees**

**015. Shift Differentials**

**020. Standby Rate**

**025. Increased Responsibilities Differential**

**026. Temporary Supervision Pay**

**027. Health Benefits and Employee Wellness**

**030. Uniforms**

**035. Tool Allowance**

**037. Repayment to Employer**

**040. Travel Reimbursement**

**045. Mileage and Vehicle Allowance**

**050. Awards**

**055. Reimbursement of Interview Travel Expenses**

**060. Relocation Expense**

*(Res. No. 2370, 2006)*

**18 PR 005. Pay Schedules.**

The pay schedules attached as Appendix I shall be effective on the date shown thereon. *(Res. No. 1875, 1997; 2069, 2001; 2112, 2001; 2223, 2003; 2336, 2005; 2459, 2009; 2622, 2012)*

**18 PR 010. Daily Pay Rate for Salaried Employees.**

The rate per day for salaried employees is one tenth of a standard biweekly pay period payment. *(Res. No. 1875, 1997; 2370, 2006)*

**18 PR 015. Shift Differentials.**

Shift differential, as defined in 10 PR 100, shall be compensated at the following rates: shift differential "A" is \$1.50 per hour; shift differential "B" is \$2.00 per hour. *(Res. No. Res. No. 1875, 1997; 2069, 2001; 2370, 2006)*

**18 PR 020. Standby Rate.**

The standby rate, as defined in 10 PR 105, is \$3.50 per hour. *(Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006; 2622, 2012)*

**18 PR 025. Increased Responsibilities Differential.**

The increased responsibilities differential, as defined in 10 PR 095, is \$1.00 per hour. *Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006)*

**18 PR 026. Temporary Supervision Pay.**

Temporary supervision pay, as defined in 10 PR 097, is \$1.20 per hour. *(Res. No. 2342, 2005; 2370, 2006)*

**18 PR 027. Health Benefits and Employee Wellness.**

The CBJ maintains a health benefit and employee wellness program for its employees on a defined contribution basis.

(a) The CBJ provides a tiered health insurance employee benefit to eligible employees except those covered by the Public Safety Employee's Association collective bargaining agreement. Eligible employees pay, by payroll deduction, any difference between the CBJ's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program, except that the employer shall cover the full premium contribution for the employee only economy plan.

(1) Effective July 1, 2013, the employer's contribution rate shall be \$1,260.00 per month per full-time, eligible employee.

Effective July 1, 2014, the employer's contribution rate shall be up to \$1,386.00 per month, per full time, eligible employee.

Effective July 1, 2015, the employer's contribution rate shall be up to \$1,490.00 per month, per full time, eligible employee.

(2) Effective with the first full payroll in July 2013, employees who participate in the Healthy Rewards program will receive a \$50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a yearly basis and the premium reduction will be effective the next plan year. For example, participation in plan year 2012 would result in a premium reduction for plan year 2013.

(3) The criteria established for the Healthy Rewards program is subject to modification by the Human Resources and Risk Management Office, in consultation with the Health Benefits Committee.

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



(b) Part-time and seasonal part-time, eligible employees working 780 hours per year or more shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost. Eaglecrest limited positions are not eligible to participate in the health insurance plan.

(c) When an employee 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.

(d) When an employee is on Leave Without Pay while on Family/Medical Leave, the provisions of the Family/Medical Leave policy which maintain health benefit coverage remain in effect and the employee contribution remains unchanged.

(e) The CBJ maintains a Health Benefits Committee, which is made up of 9 members. Three who are unrepresented employees, 3 from the Marine Engineers Beneficial Association, 1 from the IAFF, 1 from Bartlett Regional Hospital, and 1 administrative employee. The Committee will meet at least quarterly to review progress of cost containment efforts, review the administrative company's performance and offer suggestions regarding other options concerning employee health insurance. The Committee will develop checks and balances on plan adjustments with the goal of maintaining the relative cost and value of the tiers. 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.

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

(g) Employees who are placed in furlough status on a reduced workweek or workday basis shall not be required to pay a prorated portion of the Employer's health insurance contribution rate provided the employee continues to work a minimum of 60 hours per pay period. (*Res. No. 1875, 1997; 2069, 2001; 2223, 2003; 2336, 2005; 2370, 2006, 2459, 2009; 2476, 2009; 2622, 2012; 2649, 2013*)

### **18 PR 030. Uniforms.**

CBJ shall provide, clean, maintain, and re-place any uniform it requires an employee to wear. Uniform items provided by CBJ 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.

Uniforms or tools that are provided by the employer, and are lost or damaged by the employee due to negligence, shall be replaced by the employee at no expense to the employer. (*Res. No. 2069, 2001; 2370, 2006; 2459, 2009*)

**18 PR 035. Tool Allowance.**

(a) For current employees, the specified annual amounts shall be paid in advance by separate check to each employee during the month of July, except that employees who are in leave without pay or seasonal leave status for two weeks or longer beginning on July 1<sup>st</sup> of any given fiscal year, shall receive their tool allowance with the first full paycheck after their return to paid status. The tool allowance will be prorated according to the employees anticipated work schedule, e.g, a seasonal employee who is budgeted to work for 7 months will receive 7/12 of the total relevant allowance.

(b) New employees subject to a written CBJ requirement to provide their own hand tools shall receive the relevant, pro-rated amount based upon what month they were hired within the fiscal year (example: an employee hired in October shall receive 9/12 of the total relevant allowance). This amount shall be included in the paycheck issued after the first full pay period of employment.

(c) The annual tool allowance is as follows:

(1) Automotive mechanics: \$1100.00

(2) Building maintenance mechanics: \$550.00

(3) Eaglecrest Vehicle Maintenance Supervisor: \$700.00

*(Res. No. 2069, 2001; 2370, 2006; 2459, 2009; 2649, 2013)*

**18 PR 037. Repayment to Employer.**

(a) Employees paid an advance uniform or tool allowance and who leave employment less than 1 year thereafter shall repay CBJ according to the schedule set forth in this section. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected. The repayment schedule is as follows:

(1) 100% if service is less than 13 weeks,

(2) 75% if service is 13 weeks or greater but less than 26 weeks

(3) 50% if service is 26 weeks or greater but less than 39 weeks,

(4) 25% if service is 39 weeks or greater but less than 52 weeks. *(Res. No. 2069, 2001)*

(b) Monies owed to the CBJ by an employee who separates from service shall be deducted from the employee's final leave cash in and pay check, except that the employee's final check may not be less than the actual number of hours worked x the minimum wage guaranteed by state or federal law. An employee may owe the CBJ money for a variety of reasons including, but not limited to: training, travel or relocation reimbursement; health insurance reimbursement; intentional or grossly negligent damage to CBJ property, personal use of CBJ credit cards; or failure to return

CBJ property. Should the amount of the employee's final pay and leave cash in be insufficient to cover the total monies owed the CBJ, the CBJ may take other actions to recover the funds. (*Res. No. 2069, 2001; 2370, 2006*)

**18 PR 040. Travel Reimbursement.**

(a) All official travel must be authorized in advance by the employee's department director and the City Manager.

(b) Meal Allowance: A meal allowance may be paid while the employee is in travel status. The CBJ meal allowance shall equal the rates set by the State of Alaska for state employee travel.

Employees will not receive a meal allowance for any portion of the travel day where a meal is provided in conjunction with the event attended. This does not apply to meals served on an airplane.

(c) Other travel expenses may be reimbursed provided the employee has a valid receipt for actual costs.

(d) The City Manager may establish other reasonable rules and procedures associated with travel. (*Res. No. 1875, 1997; 2093, 2001; 2370, 2006; 2383, 2006*)

**18 PR 045. Mileage and Vehicle Allowance.**

(a) An employee who uses his or her own vehicle for CBJ business will be reimbursed per the standard IRS mileage reimbursement rate plus 25% rounded up to the next whole cent. The employee must be able to show proof of insurance if requested.

(b) An employee may be reimbursed for actual out-of-pocket costs for travel outside of Juneau when the employee is authorized in advance to use his or her personal automobile, airplane or other vehicle. Authorization to use a private vehicle may be provided by the department director and City Manager when use of such vehicle is less than the cost of the most economical route by common carrier. Receipts must be submitted if claiming out of pocket costs.

(*Res. No. 1875, 1997; 2339, 2005; 2370, 2006*)

**18 PR 050. Awards.**

The City Manager may authorize cash awards or gifts not to exceed \$5,000.00 in value for employee suggestions or in recognition of outstanding employee performance or service. (*Res. No. 2370, 2006*)

**18 PR 055. Reimbursement of Interview Travel Expenses.**

Upon written advance authorization by the City Manager, a job applicant may be reimbursed for transportation and per diem expenses reasonably necessary to attend an employment interview. (Res. No. 1900, 1997; 2370, 2006)

**18 PR 060. Relocation Expense.**

(a) The City Manager may authorize reimbursement of moving and relocation expenses for a new employee provided:

(1) The City Manager and the employee sign a written agreement specifying the maximum amount of reimbursement and requiring pro-rated repayment according to the schedule set forth in this section if the employee voluntarily ends service in less than 4 years. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected. The repayment schedule is as follows:

- (i) 100% if service is less than 12 months;
- (ii) 75% if service is 12 months or greater but less than 24 months;
- (iii) 50% if service is 24 months or greater but less than 36 months
- (iv) 25% if service is 36 months or greater but less than 48 months.

(2) The maximum amount established in the reimbursement agreement may not exceed 20 percent of the employee's base pay.

(b) The following expenses are eligible for reimbursement to the extent that they are evidenced by written receipts:

- (1) Reasonable commercial moving expenses;
- (2) The cost of renting and operating trailers or trucks to transport a reasonable quantity of household goods and effects;
- (3) Mileage at the rate currently in the IRS guidelines for relocation expenses;
- (4) Transportation costs by common carrier for the employee, spouse or domestic partner, and each of the employee's dependents who reside within the same household;
- (5) Tolls for bridges, highways and ferries;
- (6) Eighty dollars per diem for the employee, 40 dollars per diem for the employee's spouse or domestic partner, and 20 dollars per diem for each of the employee's other dependents while en route. Upon arrival in Juneau, the employee may continue to claim the same family per diem while seeking permanent housing. Per diem will end when permanent housing is secured or at the end of 15 days from the date of arrival at Juneau whichever comes first;

(7) Other expenses directly related to relocation and specifically authorized by the City Manager.  
(*Res. No. 1670, 1993; 2339, 2005; 2370, 2006; 2622, 2012*)

**RULE 19**  
**EAGLECREST SKI AREA PAY**

**Section**

**005. Scope**

**010. General**

**015. Basis of Pay**

**025. Beginning Pay**

**030. Advanced Step Placement**

**035. Former Employee**

**040. Promoted Employee**

**045. Pay Range Increase**

**050. Involuntary Demotion**

**051. ADA Reassignment**

**055. Voluntary Demotion**

**060. Transferred Employee**

**065. Change of Occupation**

**070. Appointment Effective Date**

**075. Proficiency Steps**

**080. Merit Anniversary Date**

**085. Merit Increase**

**086. Step Increase for Instructor Certifications**

**090. Step Reduction**

**095. End of Season Bonus**

**100. Acting in a Higher Range Pay**

**105. Overtime Defined**

**110. Overtime Rate**

**115. Overtime Payment**

**120. Maximum Compensatory Time**

**125. Compensatory Time Payment**

**130. Holiday Pay**

**135. Total Remuneration**

*(Res. No. 2370, 2006; 2422(c), 2007; 2500, 2009)*

**19 PR 005. Scope.**

This Rule covers the pay provisions for all Eaglecrest employees. *(Res. No. 2422(c), 2007)*

**19 PR 010. General.**

The Human Resources Director shall allocate classifications to pay ranges based on the classification plan.

**19 PR 015. Basis of Pay.**

(a) An employee is paid according to the pay range assigned to the position occupied by the employee.

(b) An employee paid on a salary basis who works less than full time shall be paid on a prorated basis.

**19 PR 025. Beginning Pay.**

Except as provided in 19 PR 030 (advanced step placement), 19 PR 035 (former employee), 19 PR 040 (promoted employee), 19 PR 050 (involuntary demotion), 19 PR 051 (ADA Reassignment) or 19 PR 055 (voluntary demotion), the beginning pay of a newly appointed employee is step A of the pay range of that classification. (*Res. No. 2422(c), 2007*)

**19 PR 030. Advanced Step Placement.**

The Eaglecrest General Manager may authorize advanced step placement when the applicant selected for the position is exceptionally qualified. For the purposes of this rule, exceptionally qualified shall be defined as education or work experience that exceeds the minimum qualifications for the position and job class, as well as the education and work experience of the other candidates in the applicant pool. Advanced step placement will limit or preclude the probationary employee's eligibility for proficiency steps under 19 PR 075.

**19 PR 035. Former Employee.**

(a) The Eaglecrest General Manager may make an advanced step placement for a former employee eligible for non-competitive re-employment under 5 PR 060 provided the appointment is to the same job classification and the advanced step does not exceed a step formerly held by the employee.

(b) The Eaglecrest General manager, with the approval of the Human Resources Director, may make an advanced step placement for a former employee eligible for non-competitive re-employment under 5 PR 060 to a closely related job classification at the same or a lesser pay range than that formerly held by the employee.

**19 PR 040. Promoted Employee.**

A promoted employee shall be placed at a step in the new pay range at least equal to the hourly rate of pay in the previous range, but shall not be placed in the new pay range at a step higher than his or her current step. (*2582, 2011*)

**19 PR 045. Pay Range Increase.**

An employee occupying a position that is reallocated to a higher pay range is placed in a step of the higher range in the same manner as a promoted employee.

**19 PR 050. Involuntary Demotion.**

(a) An employee demoted for cause enters the new range at a step no higher than the one occupied in the former range.

(b) An employee involuntarily demoted because the position the employee occupies is allocated to a lower pay range enters the new range as follows:

(1) If the current pay rate is the same as a step in the lower range, the employee enters the lower range at that step.

(2) If the current pay rate falls between steps in the lower range the rate remains frozen until the employee is eligible for a step increase in accordance with 19 PR 085, at which point the employee is placed at the next higher step.

(3) If the current pay rate exceeds the maximum of the lower range:

(A) The employee's pay rate is frozen for a maximum of 24 months. If adjustments to the pay schedule cause the assigned range to encompass the frozen rate, the employee is placed at that step in the range closest to, but not less than the frozen rate.

(B) If the frozen rate continues to exceed the assigned range after the passage of 24 months, the employee is placed in the maximum step of the range and the pay rate reduced, at which time the employee shall be paid a lump sum equal to the difference between the value of the employee's accumulated leave calculated at the former rate of pay and the value calculated at the new rate of pay.

**19 PR 051. ADA Reassignment**

(a) An employee who is reassigned as a reasonable accommodation under the Americans with Disabilities Act shall enter the new range at a step no higher than the one the employee occupied in the former range.

(b) The employee shall serve a new probationary period and establish a new merit anniversary.

(c) An employee who undergoes a reduction in pay due to an ADA Reassignment shall be paid a lump sum equal to the difference between the value of the employee's accumulated leave calculated at the former rate of pay and the value calculated at the new rate of pay. (*Res. No. 2422(c), 2007*)

**19 PR 055. Voluntary Demotion.**

(a) An employee who is voluntarily demoted to a classification formerly held shall enter the lower range at the step the employee would have earned had the employee remained in the former



classification. The employee shall not serve a new probationary period if the employee formerly held permanent status in the job class.

(b) An employee who requests a voluntary demotion to a classification not formerly held enters the lower range at a step determined by the Eaglecrest General Manager provided, however, that the step placement does not exceed the rate one step below the higher range placement. The employee shall serve a new probationary period.

(c) An employee who undergoes a voluntary demotion shall be paid a lump sum equal to the difference between the value of the employee's accumulated leave calculated at the former rate of pay and the value calculated at the new rate of pay.

**19 PR 060. Transferred Employee.**

(a) The status and step placement of an employee transferred with no change in job classification will not change due to the transfer.

(b) The step placement of an employee transferred to a closely related job classification will not change. The Eaglecrest General Manager, in conjunction with the Human Resources Director, will determine if the employee shall serve a new probationary period.

**19 PR 065. Change of Occupation.**

Except as otherwise provided in these Rules, the beginning pay for an employee appointed to a position in an unrelated classification is step A of the pay range.

**19 PR 070. Appointment Effective Date.**

The normal effective date of all appointments is the employee's first day of work. However, when the first day of the pay period is Saturday, Sunday or a holiday and the employee's first day of work is the first scheduled work day of the pay period the effective date of the appointment is the first day of the pay period.

**19 PR 075. Proficiency Steps.**

(a) A probationary employee shall be eligible for proficiency steps provided that the employee has made acceptable progress in completing his or her training plan. Proficiency steps shall be granted at the beginning of the pay period.

(b) Except in the case of 19 PR 086, the granting of a proficiency step shall not place the probationary employee above "D" step.

(c) Acceptable progress in completing the training plan shall be documented in writing by the employee's supervisor. The decision to award a proficiency step shall be at the sole discretion of the Eaglecrest General Manager.

(d) The Eaglecrest General Manager shall provide a specific methodology for what demonstrates acceptable progress in completing a training plan. The methodology must be approved by the Human Resources Director. (*Res. No. 2422(c), 2007; 2649, 2013*)

**19 PR 080. Merit Anniversary Date.**

The merit anniversary date is the first day of the pay period that begins on or after July 1<sup>st</sup>. (*Res. No. 2422(c), 2007; 2500, 2009*)

**19 PR 085. Merit Increase.**

(a) A merit increase of 1 step in the pay range shall be given to an employee who is at step D or above and receives an overall performance rating of “acceptable plus”.

(b) A merit increase of 2 steps in the pay range shall be given to an employee who is at step D or above and receives an overall performance rating of “outstanding”.

(c) The Eaglecrest General Manager may grant an additional merit increase to an employee who is at step D or above and receives an overall performance rating of “outstanding”, and where other exceptional circumstances exist.

(d) Notwithstanding subsections (a) – (c) above, the decision to grant merit increases during any fiscal year is at the sole discretion of the Eaglecrest General Manager. (*Res. No. 2422(c), 2007; 2582, 2011*)

**19 PR 086. Step Increase for Instructor Certifications.**

Certified Instructors of the Snow Sports School shall be eligible to earn a step increase for obtaining additional PSIA/AASI certifications outside of the employee’s primary discipline. Step increases shall be limited to one step for each additional snow sport discipline. Certified Instructors shall also be eligible to earn a step increase for obtaining PSIA/AASI accreditation. No more than two step increases can be earned as a result of accreditation. The earned step increase will go into effect the first day of the pay period following approval by the Snow Sports Director. (*Res. No. 2500, 2009*)

**19 PR 090. Step Reduction.**

(a) If an employee receives an overall performance rating of “acceptable minus” the Eaglecrest General Manager may reduce the employee’s step placement by one step in accordance with 13 PR 025.

(b) The reduction is effective the first day of the pay period following written notice to the employee. Not less than 2 pay periods must pass before a step reduction may be restored.

(c) If the employee’s overall performance rating reaches “acceptable” the former step will be restored effective the first day of the pay period following the “acceptable” evaluation.

(d) If an employee receives a step reduction, the supervisor must implement a performance improvement plan consistent with the provisions of 8 PR 025. (*Res. No. 2422(c), 2007*)

**19 PR 095. End of Season Bonus.**

The Eaglecrest General Manager, in consultation with the Human Resources Director, may authorize an end of season bonus to be paid to employees who successfully complete the ski season.

**19 PR 100. Acting in a Higher Range Pay.**

(a) Regular Compensation for Acting in a Higher Range

(1) When an employee is temporarily assigned to perform the duties of a higher classification under 5 PR 025, the employee shall be paid according to the pay range allocation of the higher level position. Step placement in the higher pay range shall be the same as if the employee were promoted to the higher classification.

(2) 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.

(b) Overtime Compensation for Acting in a Higher Range Appointment. .

(1) An hourly employee appointed to a higher level job class in a salaried position is not eligible for overtime pay for time worked in the salaried position, regardless of whether the duties performed are associated with an hourly or salaried position.

(2) A salaried employee who works out of class in an hourly position shall be eligible for overtime compensation for hours exceeding the thresholds defined in 19 PR 105.

**19 PR 105. Overtime Defined.**

(a) All work in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, is paid at the overtime rate.

(b) Overtime pay is available only to an employee paid an hourly rate.

**19 PR 110. Overtime Rate.**

The overtime rate for an hourly paid employee is 1.5 times the normal hourly rate.

**19 PR 115. Overtime Payment.**

(a) Overtime is paid as wages or as compensatory time.

(b) An employee may request that overtime be credited as compensatory time.

(c) The Eaglecrest General Manager must determine that the crediting or use of compensatory time will not result in any increased costs or scheduling hardships prior to authorizing the crediting or use of compensatory time.

**19 PR 120. Maximum Compensatory Time.**

(a) An employee's compensatory time balance may not exceed 100 hours on the first day of any pay period. All excess hours are to be paid as wages.

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

(c) Compensatory time shall not be used in the pay period it is earned. The Eaglecrest General Manager may grant an exception to this rule under extenuating circumstances. (*Res. No. 2582, 2011*)

**19 PR 125. Compensatory Time Payment.**

An employee is paid at the employee's regular rate of pay for all time that is deducted from the employee's compensatory time account.

**19 PR 130. Holiday Pay.**

Permanent full time employees and Eaglecrest seasonal employees who work on a holiday listed in 7 PR 026 shall have a day of leave credited to their leave account. Eaglecrest limited positions are not eligible for Holiday pay. (*Res. No. 2618, 2012*)

**19 PR 135. Total Remuneration.**

No salary, wage or benefit may be paid to an employee except as provided in these rules, by ordinance or resolution of the Assembly, or as required by state or federal law.

**RULE 20**  
**DEFINITIONS**

**Section**

**005. Definitions**

*(Res. No. 2370, 2006)*

**20 PR 005. Definitions.**

Unless stated otherwise in these rules:

- (1) **“Appointment”** means the offer to and acceptance by a person of a position.
- (2) **“Cause”** means that sufficient justification exists, in accordance with the merit principle of employment, for taking the proposed adverse employment action.
- (3) **“CBJ”** means the City and Borough of Juneau, Alaska.
- (4) **“CBJ resident”** means a person physically present in the CBJ with the intent to remain in the CBJ indefinitely and to make a home in the CBJ. A person demonstrates the required intent by:
  - (a) maintaining a principal place of abode in the CBJ for at least 30 days, and
  - (b) providing other proof of intent as may be required by the Human Resources Director that the person is not claiming residency outside the CBJ or obtaining benefits under a claim of residency out-side the CBJ. A person who establishes residency in the CBJ remains a resident during an absence from the CBJ unless during the absence the person establishes or claims residency in another state, territory, country or municipality or is absent under circumstances that are inconsistent with the intent required within this definition to remain a resident of the CBJ.
- (5) **“Child”** means biological, adopted, or foster child, stepchild or legal ward. *(Res. No. 1619, 1993)*
- (6) **“Classification plan”** means the system of grouping positions into appropriate classes consisting of an index to the classification specifications, the classification specifications and the rules for administering the classification plan.
- (7) **“Classified service”** means those positions in the CBJ service which are not specifically included in the partially exempt service as provided in CBJ 44.05. *(Res. No. 1875, 1997)*
- (8) **“Day”** means a calendar day.
- (9) **“Demotion”** means the appointment of an employee from a position in one job classification to a position in another job classification at a lower range. *(Res. No. 1956, 1998)*

- (10) “**Department director**” means the head of a department established by CBJ 03.10. (*Res. No. 1875, 1997*)
- (11) “**Direct supervisor**” means a person in a supervisory relationship to an employee including all supervisors in the direct line of authority from the immediate supervisor to the City Manager.
- (12) “**Domestic partners**” means persons co-habituating in an intimate relationship with the intent to reside together indefinitely where each person is the other’s sole domestic partner and both parties are responsible for the common welfare of the other. (*Res. No. 2582, 2011*)
- (13) “**Duty time**” means those hours an employee is assigned to work.
- (14) “**Eligible candidate**” means an applicant whose name appears on a current eligible list
- (15) “**Eligible list**” means a ranked list of applicants who have completed the examinations for certain CBJ positions.
- (16) “**Employee status**” means the employment standing of an employee. Employee statuses include permanent, probationary, substitute, temporary, emergency, layoff and partially exempt.
- (17) “**Examination**” means any activity or process used by the appointing authority to select an employee including but not limited to: review of applications; written, oral and physical tests; medical and psychological examinations, interviews, consulting with references and past employers and the evaluation of the employee’s performance during the probationary period.
- (18) “**Furlough**” means an unpaid period of leave or a temporary decrease to the minimum number of hours worked in a work week or work day for full time employees that is authorized by the City Manager in response to budget constraints. (*Res. No. 2476, 2009*)
- (19) “**Good standing**” refers to the separation status of an employee. An employee separates from service in good standing when an employee resigns with acceptable or better performance, complies with all exit requirements, and provides proper written notice in accordance with 12 PR 005.
- (20) “**Health care provider**” means a dentist licensed under AS 08.36, a physician licensed under AS 08.64 or a psychologist licensed under AS 08.86. (*Res. No. 1619, 1993*)
- (21) “**Human Resources Director**” means the City Manager and that person appointed by the City Manager as the Human Resources Director.
- (22) “**Intermittent Disaster Response Appointee (IDRA)**” means a temporary, intermittent employee of the U.S. Department of Health and Human Services who responds to, or trains for, emergencies involving infectious diseases or weapons of mass destruction. They are protected by USERRA both for training and actual emergencies.

(23) “**Immediate family**” means an employee’s spouse, domestic partner, parent, child, brother or sister, in a full, half, step, or foster relation-ship.

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

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

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

(27) “**Manager**” means the Manager or acting Manager of the CBJ as provided by CBJ 03.05, provided that in cases involving employees supervised by the Attorney, “Attorney” shall be substituted for “City Manager” in the following rules: 6 PR 010(d), 11 PR 065(e), 14 PR 015(a), 14 PR 025(c), 14 PR 030(a), 15 PR 010, 15 PR 020, 15 PR 025, 15 PR 030, 17 PR 020, 20 PR 005(11), 20 PR 005(17), 20 PR 005(29). (*Res. No. 1875, 1997; 2500, 2009*)

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

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

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

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

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

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

(29) “**Parent**” means a biological or adoptive parent, a parent in law, or a stepparent. (*Res. No. 1619, 1993*).

(30) “**Partially exempt service**” means those positions in the CBJ service listed or provided for in CBJ 44.05.070. Unless designated otherwise by the City Manager in writing, all positions assigned to pay ranges 23 through 27 are in the partially exempt service. Employees in partially exempt positions are not subject to or covered by the personnel rules on recruitment, examination, selection, probationary periods, reduction in force and grievance and appeal procedures. (*Res. No. 1875, 1997*)

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

(32) “**Pay status**” includes any time for which an employee is compensated including regular hours worked, overtime hours worked, paid leave, and paid holidays.

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

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

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

(36) “**Publicly announced**” means the posting of a vacancy, including but not limited to, advertising, internet posting, or job boards.

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

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

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

(40) “**Uniformed Services**” means the Army, Navy, Marine Corps, Air Force, Coast Guard, and the commissioned corps of the Public Health Service. This includes the Reserve components of these services and the Army National Guard and Air National Guard. Under another Federal law enacted in 2002, Congress extended reemployment rights under USERRA to persons who serve as Intermittent Disaster Response Appointees (IDRA).