

**ASSEMBLY AGENDA/MANAGER'S REPORT
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

July 11, 2022 7:00 PM

Assembly Chambers, Zoom Webinar, & YouTube Livestream
Meeting No. 2022-17 Zoom webinar <https://juneau.zoom.us/j/91515424903> or 1-253-215-8782, Webinar ID: 915 1542 4903

Submitted By:

Duncan Rorie Watt, City and Borough Manager

I. FLAG SALUTE

II. LAND ACKNOWLEDGMENT

III. ROLL CALL

IV. SPECIAL ORDER OF BUSINESS

A. Instruction for Public Participation

The public may participate in person or via Zoom webinar. Testimony time will be limited by the Mayor based on the number of participants. *Members of the public that want to provide oral testimony via remote participation must notify the Municipal Clerk prior to 4pm the day of the meeting by calling 907-586-5278. For in-person participation at the meeting, a sign-up sheet will be made available at the back of the Chambers and advance sign-up is not required.* Members of the public are encouraged to send their comments in advance of the meeting to BoroughAssembly@juneau.org.

B. Recognition of Senator (& Former CBJ Mayor) Dennis Egan

C. Recognition of Police Chief of the Year - Ed Mercer

V. APPROVAL OF MINUTES

A. May 16, 2022 Regular Assembly Meeting 2022-12 Minutes

VI. MANAGER'S REQUEST FOR AGENDA CHANGES

VII. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

VIII. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction

B. Assembly Requests for Consent Agenda Changes

C. Assembly Action

1. Ordinances for Introduction

- a. **Ordinance 2022-34 An Ordinance Providing for the Levy and Collection of a Temporary 1% Areawide Sales Tax on the Sale Price of Retail Sales, Rentals, and Services Performed within the City and Borough of Juneau, to be Effective October 1, 2023, and Providing for a Ballot Question Ratifying the Levy.**

This ordinance would place the question of extending the 1% temporary sales tax on the October 4, 2022, regular municipal election ballot. The current 1% temporary sales tax expires on September 30, 2023. If approved, the temporary 1% tax would be extended for five years, until September 30, 2028.

If extended, the temporary tax is estimated to generate a total of \$60.2 million in sales tax revenue. The Assembly has designated funds to the following projects areas:

- Deferred maintenance of CBJ and JSD facilities
- Replacement public safety equipment for JPD and CCFR
- Redevelopment of Gastineau Avenue, Telephone Hill, and North SOB Parking Garage
- Affordable housing initiatives, including further development of Pederson Hill
- Harbor expansion and maintenance
- Childcare support
- Lemon Creek multi-modal path
- Relocation of City Museum
- Contribution to the Restricted Budget Reserve
- Information technology upgrades

This topic was reviewed by the Assembly Finance Committee at its meeting on March 12, and by the Committee of the Whole at its meetings on May 2 and June 27. The Committee of the Whole recommended the ordinance be brought to the full Assembly for consideration.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

- b. **Ordinance 2022-37 An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed \$35,000,000 to Finance Construction and Equipping of a New City Hall for the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 4, 2022.**

This ordinance would send a bond package to the voters to consider in the municipal election on October 4, 2022. This ordinance would send one general obligation bond proposition of up to \$35 million for the construction and equipment of a new city hall. The total project cost, with underground parking, is currently estimated at \$41.3 million, and the Assembly has already appropriated \$6.3 million of general funds.

The Committee of the Whole selected 450 Whittier Street as the preferred site for a new city hall during the April 11, 2022 meeting. The Assembly requested staff draft an ordinance to submit a proposition to the voters on the October 4, 2022 election ballot during the June 6, 2022 Committee of the Whole meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

- c. **Ordinance 2022-38 An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed \$6,600,000 to Finance Construction and Equipping of Park Improvements within the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 4, 2022.**

This ordinance would send a bond package to the voters to consider in the municipal election on October 4, 2022. This ordinance would send one general obligation bond proposition of up to \$6.6 million for the construction and equipment of park improvements within CBJ, including:

- Turf and track surfacing for sports facilities at Adair Kennedy Park
- A new public use cabin
- Areawide trail maintenance

The Committee of the Whole discussed this request during the June 27, 2022 meeting.

This ordinance is being introduced at the request of the Mayor.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

- d. **Ordinance 2021-08(b)(am)(AT) An Ordinance Appropriating \$500 to the Manager for the Bartlett Regional Hospital Rainforest Recovery Center; Funding Provided by a Donation from the Second to None Motorcycle Club.**

This ordinance would appropriate a \$500 donation from the Second to None Motorcycle Club for Bartlett Regional Hospital's Rainforest Recovery Center to support addiction rehabilitation and recovery programs throughout the state.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

- e. **Ordinance 2022-06(b)(E) An Ordinance Appropriating \$40,000 to the Manager to Conduct a Statistically Valid Survey of Juneau Voters Related to Removing Sales Tax on Food; Funding Provided by General Funds.**

This ordinance provides funding to the Manager to contract with a research firm experienced in conducting statistically valid surveys. The firm will provide survey design services and conduct the survey. The survey will begin with education on the topic and conclude with questions that 1) assess whether or not the survey taker approves of removing sales tax on food, and 2) regardless of their approval, seeks input on the method by which CBJ revenue should be replaced if sales tax were removed from food. Revenue replacement options would include annual sales tax, seasonal sales tax, and property tax. The Assembly discussed and decided to proceed with this survey at its June 27, 2022 Committee of the Whole meeting.

The City Manager recommends the Assembly introduce this ordinance and set it

for public hearing at the next regular Assembly meeting.

- f. **Ordinance 2022-30 An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Catholic Community Services Property Located near 1800 Glacier Highway, from D-10 to Light Commercial.**

At its regular meeting on April 12, 2022, the Planning Commission recommended the Assembly rezone 2.6 acres from D10 (residential) to Light Commercial. The property is across from Wickersham Drive, and is recognizable by the Bridge Adult Day Care and AKcess paratransit service. The Planning Commission based its recommendation on recent Assembly decisions that found Light Commercial to conform to the 2013 Comprehensive Plan of Medium Density Residential.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Lands, Housing, and Economic Development Committee.

- g. **Ordinance 2022-36 An Ordinance Amending the Sales Tax Code to Exempt Veteran Organizations.**

Juneau's Sales Tax Code exempts sales by non-profit organizations and to non-profit organizations from the imposition of sales tax. That exemption is limited to organizations with 501(c)(3) and 501(c)(4) designations from the Internal Revenue Service. However, veterans' service organizations, such as the American Legion, are separately designated by the IRS as non-profit organizations under 501(c)(19). This ordinance extends the non-profit sales tax exemption to eligible 501(c)(19) veterans' service organizations.

This ordinance is being introduced at the request of the Mayor.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Assembly Finance Committee.

- h. **Ordinance 2022-06(b)(B) An Ordinance Appropriating \$20,000 to the Manager for Short-Term Rental Data Collection; Funding Provided by Hotel-Bed Tax Funds.**

The Assembly discussed the topic of short-term rentals and provided direction to begin the process of collecting data on short-term rentals so the Assembly can be better equipped to make policy decisions. This appropriation would enable the Manager to contract with a third-party vendor that monitors short term rental websites to report data about the location and ownership of short term rental units, number of nights rented, type of short term rental (i.e. full-house, shared house, apartment), and estimated rental rates.

In addition to the June 6 Committee of the Whole meeting, the Assembly discussed the registration piece of this topic at its July 7th Finance Committee meeting.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

- i. **Ordinance 2022-06(b)(C) An Ordinance Appropriating \$25,000 to the Manager to Publicly Oppose the Repeal of Mandatory Real Estate Price Disclosure; Funding Provided by General Funds.**

In October 2020, the Assembly adopted Ordinance 2020-47(am) to require the disclosure of real estate transaction prices to the Borough Assessor. Due to lack of

compliance and legal issues with the confidential provision with the original ordinance, the Assembly amended the law by ordinance in February 2022 to make sales prices public and institute a civil fine for failure to disclose. A referendum to repeal these ordinances has been certified for the October 2022 ballot. The Assembly's stated intent with these ordinances was to give the Assessor more access to market sales information in the interest of more accurate assessments for all property owners. A repeal would give the Assessor less information which would force the Assessor to speculate about real estate market activity. Less sales information and more speculation about the market would result in less accurate assessments that are more prone to surprising value corrections. With passage of this appropriating ordinance, the Assembly and appointed officials would be able to publicly support the merit of mandatory price disclosure and oppose its repeal.

The Assembly may determine that it is inappropriate for staff to advocate for the outcome of this ballot proposition and may decline to adopt this Ordinance. During public hearing of this Ordinance, the Assembly should debate the best way to provide the public with information about the reasons why the Administration recommended and the Assembly approved the requirement for disclosure of property sale prices. As it is likely that the sponsors of the referendum will advocate in favor of passage, it is important for the Assembly to consider how the public may understand its action in balancing the needs of privacy of financial information and the needs of equitable taxation.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

j. **Ordinance 2022-06(b)(D) An Ordinance Appropriating \$25,000 to the Manager to Publicly Support a General Obligation Bond for the Construction and Equipment of a New City Hall; Funding Provided by General Funds.**

The Committee of the Whole selected 450 Whittier Street as the preferred site for a new city hall during the April 11, 2022, meeting. The Assembly requested staff draft an ordinance to submit a proposition to the voters on the October 4, 2022, election ballot during the June 6, 2022, Committee of the Whole meeting. This ordinance would appropriate \$25,000 for the Assembly and appointed officials to advocate for this proposition and educate the public of the merits of construction of a new city hall prior to the October election.

Whether or not to authorize the construction of a new City hall is an important long-term decision for the community. In accordance with AS 15.13.145, this ordinance will allow staff to properly and accurately convey information to the public and will allow staff to participate in debates regarding the merits of the proposal.

Absent municipal participation in this important public decision, voters are likely to not have access to the facts or best arguments in favor of the proposal for a new City Hall.

The City Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

2. Resolutions

a. **Resolution 2990 A Resolution Authorizing the Installation of Eleven Totem Poles in Overstreet Park and Authorizing the City Manager to**

Enter into a Memorandum of Agreement with Sealaska Heritage Institute for the Creation, Installation, and Maintenance of the Totem Poles.

Southeast Alaska is the ancestral home of the Tlingit, Haida, and Tsimshian people. Totem poles express Southeast Alaskan Native communities' histories, values, and cultures. The Sealaska Heritage Institute secured a grant to commission totem poles from Tlingit, Haida, and Tsimshian master artists. This resolution would authorize the placement of up to twelve totem poles along the waterfront in Overstreet Park in downtown Juneau. The proposed totem poles will comprise part of Kootéeyaa Deiyí, a totem pole trail. Each totem pole will be accompanied by an interpretive storyboard identifying the pole's clan and crests, and providing information related to the pole's artwork.

The City Manager recommends the Assembly adopt this resolution.

- b. **Resolution 2992 A Resolution Authorizing the Manager to Convey an Access Easement across City Property to Secon, Inc., the Owner of Hidden Valley Subdivision, Tract A, Near Lemon Creek, and Repealing Resolution 2978.**

Earlier this year the Assembly adopted Resolution 2978, which authorized a 30-year non-exclusive easement across city property to Secon for access to their property. After the resolution was adopted, Secon reached out to the Lands Office and requested this easement be perpetual due to the upfront costs of building bridges in locations that are expected to last longer than the 30 year time frame. This access easement, at either easement duration, is beneficial for the water quality of Lemon Creek as it bypasses an existing area prone to slope failure, which causes turbidity spikes.

If approved, the new resolution would replace Resolution 2978 and allow the easement to be perpetual.

The Assembly Lands, Housing, and Economic Development committee recommended adoption of this easement at its meeting on June 6, 2022.

The Manager recommends the Assembly adopt this resolution.

- c. **Resolution 2994 A Resolution Amending the Personnel Rules and Approving Economic Terms between the City and Borough of Juneau and Non-represented Employees for Fiscal Years 2023, 2024, and 2025.**

This resolution would provide Assembly approval for certain economic terms of employment in FY23 to FY25 for non-represented employees and approve the corresponding changes to the Personnel Rules. Specifically, this resolution approves annual wage increases of 5.5%, 2%, and 2% for FY23, FY24, and FY25 and increases to the employer contribution to health insurance by approximately 5% each year in FY23 and FY24 and up to 5% in FY25. Starting in FY23 there are also \$.50 per hour increases to shift differentials that are provided in the Personnel Rules and other language changes in Personnel Rule 18 that related to these economic terms.

The resolution is accordance with previous Assembly direction

The City Manager recommends this resolution be adopted.

d. **Resolution 2995 A Resolution Ratifying the Labor Agreement between the City and Borough of Juneau and the Public Safety Employees Association, AFSCME Local 83, AFL-CIO, for Fiscal Years 2023, 2024, and 2025.**

This resolution would provide Assembly ratification, as required by CBJ 44.10.020, of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the Public Safety Employees Association (PSEA) for a collective bargaining agreement that will go into effect on July 1, 2022 and expire on June 30, 2025.

The tentative agreement includes economic modifications of annual wage increases of 5.5%, 2%, and 2% during the three fiscal years of the contract. In addition, there are increases to the employer contribution to health insurance of approximately 5% for the first two fiscal years and an employer contribution increase of up to 5% in the third fiscal year of the contract.

In addition, there are increases to other premium pays and there are operational changes that will increase administrative efficiencies and facilitate a more harmonious and cooperative workplace. An overview of the agreement is included in your packet.

This tentative agreement has been ratified by the PSEA membership and the economic terms are in keeping with Assembly direction.

The Manager recommends the Assembly adopt this resolution.

e. **Resolution 2996 A Resolution Ratifying the Labor Agreement between the City and Borough and the Marine Engineers Beneficial Association for Fiscal Years 2023, 2024, and 2025.**

This resolution would provide Assembly ratification, as required by CBJ 44.10.020, of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the Marine Engineers Beneficial Association (MEBA) for a collective bargaining agreement that will go in effect on July 1, 2022, and expire on June 30, 2025.

The tentative agreement includes economic modifications of annual wage increases of 5.5%, 2%, and 2% during the three years of the contract, increases to the employer contribution to health insurance of approximately 5% each year for first two years of the contract and up to 5% in the third year. There are also \$.50 per hour increases to swing, grave, and weekend shift differential, effective in the first year of the contract. In addition, there are minor housekeeping language changes to the collective bargaining agreement.

This tentative agreement has been put out for ratification vote by the MEBA membership, but the voting period is not yet complete, so the votes have not been counted. Assembly ratification of this tentative agreement is conditioned on MEBA ratification of the tentative agreement.

The economic terms are in keeping with Assembly direction.

The City Manager recommends this resolution be adopted.

3. Bid Award

a. **RFB 23-001 Hazardous Waste Processing and Facility Management**

This is a term contract for household hazardous waste processing and facility management. Bids on this project were opened on April 28, 2022. The protest period ended June 15, 2022. The following bids were received:

Bidder	Total Bid
Clean Harbors Environmental Services	\$ 799,122.72
US Ecology Alaska, LLC	\$1,122,894.20
Clean Earth Environmental Solutions	\$1,398,324.80
Waste Management National Services	\$ 764,246.48 (non-responsive)

The City Manager recommends award of this project to Clean Harbors Environmental Services on the basis of having the lowest responsive and responsible bid price in the amount of \$799,122.72. Waste Management National Services was previously approved by the Assembly, but its bid was deemed non-responsive due to conditioning of the bid. The difference between Waste Management and Clean Harbors is \$34,876.24.

4. Liquor License

a. **Liquor License Renewals**

Liquor License Renewals

License Type: Beverage Dispensary, License #648

Licensee: YC Juneau Hotel, LLC d/b/a Westmark Baranof Hotel

Location: 127 N. Franklin St., Juneau

License Type: Package Store, License #3507

Licensee: Carr-Gottstein Foods Co. d/b/a Oaken Keg Spirit Shops #1820

Location: 3011 Vintage Blvd, Juneau

License Type: Restaurant/Eating Place, License #3049

Licensee: Valley Restaurant, LLC d/b/a The Valley Restaurant

Location: 9320 Glacier Hwy, Juneau

License Type: Restaurant/Eating Place, License #4405

Licensee: Tides Complex, Inc. d/b/a Dragon Inn

Location: 5000 Glacier Hwy, Juneau

License Type: Restaurant/Eating Place, License #5153

Licensee: Midnight Ninja Ventures Inc. d/b/a The Rookery Cafe

Location: 111 Seward St., Juneau

Staff from the Police, Finance, Fire, Public Works (Utilities) and Community Development Departments have reviewed the above licenses and recommended the Assembly waive its right to protest the renewal applications. Copies of the documents associated with these licenses are available in hardcopy upon request to the Clerk's office.

The City Manager recommends the Assembly waive its right to protest the above-listed liquor license renewals.

IX. PUBLIC HEARING

A. Ordinance 2022-06(b)(A) An Ordinance Appropriating \$333,402 to the Manager for a Grant to Aiding Women in Abuse and Rape Emergencies (AWARE) for Construction of a Retaining Wall; Grant Funding Provided by the Alaska Department of Commerce, Community and Economic Development.

This ordinance would appropriate \$333,402 in grant funding to Aiding Women in Abuse and Rape Emergencies (AWARE) to construct a retaining wall to protect the existing emergency shelter supporting low to moderate income individuals, especially domestic violence survivors. This funding is awarded through the federal Community Development Block Grant (CDBG) program administered in Alaska by the State Department of Commerce, Community, and Economic Development. Funds will be passed through the CBJ to AWARE, who will be responsible for construction and project management. CBJ will provide in-kind match for administrative costs that are already appropriated in the FY23 budget.

The Assembly Human Resources Committee reviewed five proposals for the CDBG grant during the September 13, 2021, meeting and recommended the Assembly support the AWARE application.

The Systemic Racism Review Committee reviewed this request at the June 14, 2022 meeting and forwarded it to the full Assembly for public hearing.

The City Manager recommends the Assembly adopt this ordinance.

B. Ordinance 2022-28 An Ordinance Authorizing the Manager to Lease Office Space at the Juneau Police Department Headquarters to the U.S. Drug Enforcement Administration.

Juneau, like other communities, uses multiple approaches to help people avoid abusing illicit drugs. One of the approaches is partnering with other law enforcement agencies to decrease the transportation and distribution of illicit drugs into Southeast Alaska. The federal government is interested in expanding the partnerships with the Juneau Police Department by assigning two U.S. Drug Enforcement Administration officers to work out of the JPD Headquarters. This ordinance would allow JPD to lease the necessary space.

The City Manager recommends the Assembly adopt this ordinance.

C. Ordinance 2022-35 An Ordinance Authorizing an Alternative Procurement Method Related to the City and Borough's Mendenhall Waste Water Treatment Plant Infrastructure Upgrade.

CBJ Charter 9.14 requires alternative procurement methods for public improvements to be approved by ordinance by the Assembly. This ordinance approves an alternative procurement for the Supervisory Control and Data Acquisition (SCADA) project at Mendenhall Wastewater Treatment Plant. The procurement method proposed is Construction Manager at Risk (CMAR), a methodology in which a contractor is selected based on qualifications and is involved in design. CMAR is an industry standard for highly complex projects. SCADA is the complex brain of the treatment plant. Because we cannot turn the treatment plant off-line during this upgrade, a CMAR procurement method provides the greatest assurance that the treatment plant will stay fully operational during this upgrade.

The Public Works and Facilities Committee reviewed and approved this request at the June 6, 2022 meeting.

The City Manager recommends the Assembly adopt this ordinance.

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

A. Regulation Title 20, Chapter 40 Commercial Passenger Vehicles (Class B Endorsements and Vehicle Inspection)

The City and Borough of Juneau regulates various aspects of Commercial Passenger Vehicles. This regulation would amend the regulations by (1) allowing manufacturer-certified mechanics to inspect regulated vehicles, and (2) exempting airline vehicles transporting airline passengers from the regulations. This regulation was posted for public notice for 21-days starting on June 8, 2022.

The Manager recommends the Assembly adopt this regulation.

B. Property Sale Disclosure Referendum

A petitioner's committee filed a proposed referendum to repeal the property sale disclosure requirements of CBJC 15.05.105. On July 1, 2022, the Municipal Clerk certified the petitioner's committee had obtained the requisite number of signatures to put the referendum on the ballot. Pursuant to CBJ Charter 7.10(a), the Assembly has until August 1 to enact an ordinance to repeal the requirements of CBJC 15.05.105 or the referendum would be decided by the voters in the October municipal election.

The City Manager recommends the Assembly refrain from taking steps to repeal the property sale transaction disclosure requirement of CBJC 15.05.105.

C. Hardship and Senior Citizen/Disabled Veteran Late-Filed Real Property Tax Exemption Applications

There are eight property owners that have requested the Assembly authorize the Assessor to consider a late-filed exemption for their property assessment.

The Assembly should consider each request separately and determine whether the property owner was unable to comply with the April 30 filing requirement. A.S. 29.45.030(f); CBJC 69.10.021(d). The burden of proof is upon the property owner to show the inability to file a timely exemption request. If the Assembly decides to accept one or more late-filed exemption requests, those applications will be referred to the Assessor for review and action.

The City Manager recommends the Assembly act on each of these applications individually.

XII. STAFF REPORTS

A. Supplemental Agreement - Juneau International Airport Terminal Improvements Contract

As allowed and required by 53.50.040 (c), the Manager may approve supplemental agreements and is required to report these approvals to the Assembly. This staff report is to notify the Assembly that the Manager has approved a Supplemental Agreement for \$223,506.25 for the installation of additional ceiling tiles at the Juneau International Airport. Approving this contract amendment allows for more efficient installation of materials, and provides that the building materials used throughout the terminal are uniform allowing for easier ownership and maintenance and saving on costs.

B. DRAFT Revised 2022 Assembly Calendar

The switch in the Alaska Municipal League annual conference dates from November to December has precipitated the need for adjustments to the 2022 Assembly meeting calendar. The currently approved calendar is attached for reference purposes.

Attached is a revised draft for Assembly consideration and approval.

XIII.ASSEMBLY REPORTS

- A. Mayor's Report
- B. Committee Reports, Liaison Reports, Assembly Comments and Questions
- C. Presiding Officer Reports

XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XV. EXECUTIVE SESSION

- A. **Discussion on Collective Bargaining**

The City Manager recommends the Assembly recess into executive session to discuss an update to collective bargaining the immediate knowledge of which would adversely affect the finances of the municipality.

XVI.SUPPLEMENTAL MATERIALS

- A. Redline Version of CBJ/PSEA Collective Bargaining Agreement

XVIIADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 36 hours prior to any meeting so arrangements can be made for closed captioning or sign language interpreter services depending on the meeting format. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

THE CITY AND BOROUGH OF JUNEAU, ALASKA
REGULAR ASSEMBLY MEETING
DRAFT Meeting Minutes – May 16, 2022

MEETING NO. 2022-12: The Regular Assembly Meeting of the City and Borough of Juneau Assembly was held at City Hall and virtually via Zoom Webinar and called to order by Deputy Mayor Maria Gladziszewski at 7:00p.m.

I. FLAG SALUTE

II. LAND ACKNOWLEDGMENT

Assemblymember Greg Smith provided the following land acknowledgment: We would like to acknowledge that the City and Borough of Juneau is on Tlingit land, and wish to honor the indigenous people of this land. For more than ten thousand years, Alaska Native people have been and continue to be integral to the well-being of our community. We are grateful to be a part of this community, and to honor the culture, traditions, and resilience of the Tlingit people. *Gunalchéesh!*

III. ROLL CALL

Assemblymembers Present: Deputy Mayor Maria Gladziszewski, Greg Smith, Carole Triem, Alicia Hughes-Skandijs, Christine Woll, Wade Bryson (joined telephonically via Zoom at 7:14p.m.)

Assemblymembers Absent: Michelle Hale, ‘Wáahlaal Gíidaak, Mayor Beth Weldon.

Staff Present: City Manager Rorie Watt, Deputy City Manager Robert Barr, City Attorney Robert Palmer, Municipal Clerk Beth McEwen, Deputy Clerk Diane Cathcart, Assistant City Attorney Sherri Layne, Finance Director Jeff Rogers, JSD Superintendent Bridget Weiss

IV. SPECIAL ORDER OF BUSINESS

A. Proclamation: National Safe Boating Week

Deputy Mayor Gladziszewski read a proclamation designating May 21-27, 2022 as National Safe Boating Week and Coast Guard Auxiliary member Jean Butler was presented with the proclamation.

B. Instruction for Public Participation

Ms. McEwen provided instruction to the listening public on how to participate in the meeting via the Zoom platform.

V. APPROVAL OF MINUTES

A. March 7, 2022 Regular Assembly Meeting #2022-06 DRAFT Minutes

B. April 13, 2022 Special Assembly Meeting #2022-09 DRAFT Minutes

C. April 25, 2022 Regular Assembly Meeting #2022-10 DRAFT Minutes

MOTION by Ms. Woll to approve the minutes of the March 7, April 13, and April 25 Assembly

meetings and asked for unanimous consent. *Hearing no objections, the minutes were approved by unanimous consent.*

VI. MANAGER'S REQUEST FOR AGENDA CHANGES

None.

VII. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

VIII. CONSENT AGENDA

A. Public Requests for Consent Agenda Changes, Other Than Ordinances for Introduction

None.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

MOTION by Ms. Woll to approve the Consent Agenda and asked for unanimous consent. *Hearing no objections, the Consent Agenda was adopted by unanimous consent.*

C. Assembly Action

1. Ordinances for Introduction

a. Ordinance 2022-24 An Ordinance Amending the Elections Code for the City and Borough of Juneau Municipal Elections.

This ordinance would amend the election code by (1) aligning code with procedures and practices necessary to conduct an election using our new ballot processing center, and (2) clarifying language to election procedures. The Assembly Committee of the Whole reviewed this ordinance on May 2, 2022. Given discussion at that meeting, the Municipal Clerk via the City Manager has proposed some additional amendments, which are provided in the packet. Unless the Assembly refers this ordinance to a committee, the amendments would be considered at the June 13 Regular Assembly meeting.

The Manager recommends the Assembly introduce this ordinance and set it for public hearing at the next regular Assembly meeting.

b. Ordinance 2022-17 An Ordinance Increasing the Sales Tax Rate from April 1 Through September 30 by 1% to Cover the Revenue Lost by Exempting Food from Sales Tax, and Providing for a Ballot Question Ratifying the Levy and Collection of the Summer Seasonal 1% Areawide Sales Tax on the Sale Price of Retail Sales, Rentals, and Services Performed within the City and Borough of Juneau, to be Effective in 2023.

This is a companion to Ordinance 2022-15, which would exempt unprepared food from sales tax if the voters approve a seasonal 1% increase in sales tax between April and September. Currently, the CBJ has

a 5% areawide sales tax rate, and this ordinance—if ratified by the voters in October—would increase the sales tax rate to 6% in the summer months and retain the 5% rate during the winter months. The increase of 1% during the summer months is intended to recover revenue lost by exempting food from sales tax.

During 2022, the Assembly Finance Committee discussed this topic on May 11 and March 2, and the Assembly Committee of the Whole discussed this topic on April 11 and May 2.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole.

c. Ordinance 2022-15 An Ordinance Amending the Uniform Sales Tax Code to Exempt Food if the Voters Ratify the Levy and Collection of an Additional 1% Summer Sales Tax Rate.

This is a companion to Ordinance 2022-17, which would exempt unprepared food from sales tax if the voters approve a seasonal 1% increase in sales tax between April and September.

During 2022, the Assembly Finance Committee discussed this topic on May 11 and March 2, and the Assembly Committee of the Whole discussed this topic on April 11 and May 2.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole.

d. Ordinance 2022-16 An Ordinance Amending the Uniform Sales Tax Code to Repeal the Exemption of Sales by Non-profit Organizations.

The CBJ has approximately thirty optional exemptions from sales tax that are not mandated by state or federal law. Associated with the Assembly’s interest to exempt unprepared food from sales tax, this ordinance would repeal the sales by nonprofit business exemption to provide greater equity in the sales tax code. Currently, the nonprofit sales and services exemption reduces CBJ’s revenue collection by \$1.4M. Repealing just the sales by nonprofit businesses would result in some new revenue collection but the precise amount of new revenue to challenging to predict.

During 2022, the Assembly Finance Committee discussed this topic on May 11 and March 2, and the Assembly Committee of the Whole discussed this topic on April 11 and May 2.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole.

e. Ordinance 2022-26 An Ordinance Establishing a Sales Tax Rebate Program for Residents Experiencing Economic Hardship.

Associated with the Assembly's interest to exempt unprepared food from sales tax, this ordinance would create an economic hardship rebate program. This program would enable lower income residents to receive an annual rebate to offset the costs of paying sales tax on food.

During 2022, the Assembly Finance Committee discussed this topic on May 11 and March 2, and the Assembly Committee of the Whole discussed this topic on April 11 and May 2.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole.

f. Ordinance 2022-25 An Ordinance Increasing the Sales Tax Rate by 0.5% (5 to 5.5%) to Cover the Revenue Lost by Exempting Food from Sales Tax, and Providing for a Ballot Question Ratifying the Levy and Collection of the Additional 0.5% Areawide Sales Tax on the Sale Price of Retail Sales, Rentals, and Services Performed within the City and Borough of Juneau, to be Effective in 2023.

This is a companion to Ordinance 2022-27, which would exempt unprepared food from sales tax if the voters approve a permanent 0.5% increase in sales tax. Currently, the CBJ has a 5% areawide sales tax rate, and this ordinance—if ratified by the voters in October—would increase the sales tax rate to 5.5%. The increase of 0.5% is intended to recover revenue lost by exempting food from sales tax.

During 2022, the Assembly Finance Committee discussed this topic on May 11 and March 2, and the Assembly Committee of the Whole discussed this topic on April 11 and May 2.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole.

g. Ordinance 2022-27 An Ordinance Amending the Uniform Sales Tax Code to Exempt Food if the Voters Ratify the Levy and Collection of an Additional 0.5% Sales Tax Rate.

This is a companion to Ordinance 2022-25, which would exempt unprepared food from sales tax if the voters approve an annual 0.5% increase in sales tax.

During 2022, the Assembly Finance Committee discussed this topic on May 11 and March 2, and the Assembly Committee of the Whole discussed this topic on April 11 and May 2.

The City Manager recommends the Assembly introduce this ordinance and refer it to the Committee of the Whole.

h. Ordinance 2021-08(b)(am)(AS) An Ordinance Appropriating \$2,300,000 to the Manager for the Hospital CT/MRI Replacement Capital Improvement Project; Funding Provided by Hospital Funds.

This ordinance would appropriate \$2,300,000 of hospital funds for the replacement and installation of one MRI and two CT scanners at Bartlett Regional Hospital. The existing apparatus has reached end of useful life and upgrades to the HVAC, electrical, and magnetic shielding are required for installation of the new equipment.

The Public Works and Facilities Committee reviewed this request at the May 2, 2022 meeting.

The Manager recommends this ordinance be introduced and set for public hearing at the next regular Assembly meeting.

2. Resolutions

a. Resolution 2982 A Resolution Reaffirming the City and Borough Assembly District Boundaries Based on the 2020 Census Data.

Assembly districts are for Assemblymember residency purposes only because Assemblymembers are elected at large. The current Assembly district boundaries were established by CBJ Ordinance 2003-15, using data from the 2000 U.S. Census. The current Assembly district boundaries were reevaluated by the CBJ Election Official using the 2020 U.S. Census data. By comparing data from the 2010 Census and the 2020 Census there has not been any significant change in the distribution of population between Assembly District #1 and Assembly District #2. Notably, the 2020 Census data indicates the population disparity between the two districts is two percent, which is well below the code maximum of ten percent necessitating redistricting. CBJC 11.30.010 (defining adequate census).

The Assembly Human Resources Committee reviewed this topic on April 25, 2022.

The City Manager recommends the Assembly adopt this resolution.

b. Resolution 2984 A Resolution Expressing Concern of a Constitutional Convention and Educating the Public and Policy Makers About its Potential Impact

Every ten years, the voters in Alaska decide whether to call for a constitutional convention, which could amend the Alaska Constitution. Alaska's Constitution contains numerous provisions that provide for and enhance maximum local representation in local government. Additionally, the Alaska Constitution commits the State to support public education, public health, public welfare, a court system, and the University system. As written, the Alaska Constitution provides a necessary and empowering legal framework within which to exert local control and respond to resident priorities. Alaska voters overwhelmingly rejected the call for a constitutional convention in 1972 and in successive elections held in 1982, 1992, 2002, and 2012.

The City Manager recommends the Assembly adopt this resolution.

3. Bid Award

a. RFB 23-001 Hazardous Waste Processing and Facility Management

This is a term contract for household hazardous waste processing and facility management. Bids were opened on this project on April 28, 2022. The protest period ended April 29, 2022. The following bids were received:

<u>Bidder</u>	<u>Total Bid</u>
Waste Management National Services	\$ 764,246.48
Clean Harbors Environmental Services	\$ 799,122.72
US Ecology Alaska, LLC	\$1,122,894.20
Clean Earth Environmental Solutions	\$1,398,324.80

The City Manager recommends award to Waste Management National Services on the basis of having the lowest responsive and responsible bid price in the amount of \$764,246.48 based on the total bid.

4. Liquor License

a. Liquor License Renewals

These liquor license actions are before the Assembly to either protest or waive its right to protest the license actions.

Liquor License Renewals

License Type: Wholesale-General, License #3166

Licensee: The Odom Corporation

Location: 5452 Shaune Drive Bay 1, Juneau

License Type: Restaurant/Eating Place, License #5278

Licensee: Abigail May LaForce Barnett d/b/a Zerelda's Bistro

Location: 9106 Mendenhall Mall Rd Suite B, Juneau

Staff from Police, Finance, Fire, Public Works (Utilities) and Community Development departments have reviewed the above licenses and recommended the Assembly waive its right to protest the renewal and transfer applications. Copies of the documents associated with these licenses are available in hardcopy upon request to the Clerk's office.

The City Manager recommends the Assembly waive its right to protest the above-listed liquor license renewals.

5. Transfers

a. Transfer T-1044 A Transfer of \$150,000 from CIP B55-082 Hospital Deferred Maintenance to CIP B55-085 Hospital Parking.

This request would transfer \$150,000 from the Hospital Deferred Maintenance CIP to the Hospital Parking CIP for the purpose of conducting a parking study. The hospital currently uses more than three acres of surface parking, which is low value use for high value land. This study will collect information

about capacity and use of existing parking, and explore feasibility of constructing a parking garage to free up land for other development opportunities.

The Hospital Board reviewed this request at the April 26, 2022 meeting.

The Manager recommends approval of this transfer.

IX. PUBLIC HEARING

A. Ordinance 2022-11(b) An Ordinance Amending the Street Vending Requirements of Title 62 Regarding Parking.

The CBJ regulates street vending to specific parking districts with a permit. Version (b) of this ordinance renames the parking districts for street vending while retaining the same geographic boundaries as before.

The Assembly Lands, Housing, and Economic Development Committee discussed this ordinance on February 14, 2022. The Systemic Racism Review Committee discussed this ordinance on February 8, 2022, and recommended forwarding to the full Assembly for public hearing. On May 2, 2022, the Assembly Committee of the Whole recommended the Assembly adopt version (b) of this ordinance.

The Manager recommends the Assembly adopt version (b) of this ordinance.

Public Comment

None.

Assembly Action

MOTION by Mr. Smith to adopt Ordinance 2022-11(b) and asked for unanimous consent. *Hearing no objection, the motion passed by unanimous consent.*

B. Ordinance 2021-08(b)(am)(AO) An Ordinance Transferring \$70,000 from Police's Fiscal Year 2022 Operating Budget to the Drug Enforcement Unit Building Expansion Capital Improvement Project.

The Juneau Police Department was awarded funds from the Federal High Intensity Drug Trafficking Areas (HIDTA) Program in their FY22 operating budget. Per the grant award, a portion of this funding is allocated for the design phase of the Drug Enforcement Unit building expansion project. This ordinance would transfer \$70,000 from JPD's FY22 operating budget to the capital budget for this purpose. Depending on design costs, funding may also be available through the HIDTA Program for the construction phase of the project.

The Systemic Racism Review Committee reviewed this request at the April 26, 2022 meeting and forwarded it to the full Assembly for public hearing.

The Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Woll to adopt Ordinance 2021-08(b)(am)(AO) and asked for unanimous consent.

Ms. Triem objected for purposes of a question. She said that it seems unusual to her to transfer from an operating budget to a capital improvement project and she asked if someone could speak to that.

Mr. Watt said that Ms. Triem was correct that this is unusual. He explained that there had been a grant that appropriated money to the operating budget but a portion of that grant was eligible for capital improvements and that would be permitted beyond the current fiscal year. He said that in light of those conditions, this action would be appropriate to transfer from the operating budget to the capital improvement project for this particular circumstance. Ms. Triem thanked him for the explanation and removed her objection.

Ms. Hughes-Skandijs also objected for purposes of a question. She asked if staff might be able to provide additional information about the building and where it is to be located.

Mr. Barr explained that the operations of this program are currently housed in the JPD building and there are a number of federal agencies that participate with JPD in doing this work. The Drug Enforcement Administration (DEA), State Troopers and US Postal Service work together on these cases and the amount of space that is necessary for the employees currently working in that program is quite tight and this will allow more space for them to do their work.

Ms. Hughes-Skandijs thanked Mr. Barr and removed her objection. She also informed the Assembly that she recently attended a presentation on this high-intensity drug trafficking program and it was very informative and she said that the next time they talk about anything pertaining to JPD, this would be worth touching on.

Hearing no objection, the motion passed by unanimous consent.

X. UNFINISHED BUSINESS

A. Ordinance 2021-08(b)(am)(AL) An Ordinance Appropriating \$1,300,000 to the Manager as a Grant to United Human Services of SE Alaska to Construct the Southeast Community Services Center; Funding Provided by General Funds.

The Assembly appropriated \$1,100,000 to United Human Services of SE Alaska in October 2020 to support construction of the Southeast Community Services Center. Since that time, the project has experienced significant cost escalation due to inflation, supply chain issues, and other economic factors.

This ordinance would appropriate an additional \$1,300,000 to help address these issues and ensure completion of project construction.

The Assembly Finance Committee reviewed this request at the March 12, 2022 meeting. The Public Works and Facilities Committee reviewed this request at the April 11, 2022 meeting. The Systemic Racism Review Committee reviewed this request at the April 5, 2022 meeting and forwarded it to the full Assembly for public hearing. The Assembly held a public hearing on this ordinance on April 25, 2022, and moved to postpone a decision on this ordinance until May 16, 2022.

Assemblymember Smith has proposed an amendment to condition the grant funding, which is described in the packet.

The Manager recommends the Assembly consider Assemblymember Smith's amendment and adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Triem to adopt Ordinance 2021-08(b)(am)(AL).

AMENDMENT by Mr. Smith as follows and asked for unanimous consent.

1. Insert a new Section 4 and renumber existing Section 4 as Section 5:

“Section 4. Grant Condition. This grant is conditioned on the grantee agreeing to refund the CBJ these grant funds dollar for dollar up to the amount appropriated by this ordinance if the grantee receives more than its fundraising needs, which is set at \$10,500,000, within the next 10 months. The grantee agrees to continue to make a good faith effort to raise funds from all sources.

Section 5 ~~Section 4~~. Effective Date. This ordinance shall become effective upon adoption.”

Mr. Smith explained that the reason for his amendment was that in his day job at the Legislature, the Teal Street Center is in the capital budget for funds to help finish their project. There is still a bit more process at the state but the hope was that if they could use federal funds rather than local government funds that would be preferable. He said that he has spoken with Joan O’Keefe the Executive Director of United Human Services and she has given her approval of this amendment. The hope is to use federal funds first if they should receive them.

Ms. Gladziszewski thanked Mr. Smith and noted for the record that Mr. Bryson had joined the meeting via Zoom.

Hearing no objection, the amendment passed by unanimous consent.

Hearing no objection, the ordinance, as amended, was adopted by unanimous consent.

B. Ordinance 2022-07(b) An Ordinance Appropriating Funds from the Treasury for FY23 School District Operations.

This ordinance will appropriate \$86,659,000 to the School District for its FY23 operating budget. This is an overall decrease in the budget of \$5,737,600 from the FY22 Amended Budget. The FY23 school budget is supported with a combination of funding sources including CBJ local funding of \$30,766,200 and state and federal funding of \$51,389,400. The local funding consists of \$28,491,200 for general operations and \$2,275,000 for programs and activities not subject to the state funding cap.

State statute requires the Assembly to determine the total amount of local educational funding support to be provided and provide notification of the support to the School Board within 30 days of the School District's budget submission. The district's budget was submitted April 1, 2022. During the April 25, 2022 Regular Assembly meeting, the Assembly approved the local funding portion of \$28,491,200 for school district general operations. During the May 11, 2022 Assembly Finance Committee meeting, the Assembly approved \$2,275,000 for programs and activities not subject to the state funding cap.

By Charter, the Assembly is required to appropriate the School District's budget no later than May 31, 2022.

The Systemic Racism Review Committee reviewed this request during April and May.

The City Manager recommends the Assembly adopt this ordinance.

Public Comment

None.

Assembly Action

MOTION by Ms. Hughes-Skandijs to adopt Ordinance 2022-07(b) and asked for unanimous consent.

Hearing no objection, the motion passed by unanimous consent.

XI. NEW BUSINESS

A. Recommended Protest of Liquor License #4349 Renewal for N.Y.T. Inc./Fishbone LLC d/b/a Rockwell

The Finance Department has recommended protest of liquor license #4349, N.Y.T. Inc/Fishbone d/b/a Rockwell, due to past due property taxes, MB (misc. billing) and Utilities. This item is on the Assembly Human Resources Committee (HRC) May 16, 2022 agenda for review and recommendation. HRC Chair Hughes-Skandijs will report the HRC's recommendation to the full Assembly for final action; staff will forward final Assembly action to the State Alcohol & Marijuana Control Office (AMCO) and notify the licensee. The AMCO 60-day comment period from the local governing body ends May 29, 2022.

Mr. Watt suggested that HRC Chair Hughes-Skandijs relay what had happened at the HRC meeting. Ms. Hughes-Skandijs explained that the HRC only had two members present at its meeting and while that did provide for a quorum, it did not provide enough members to vote to take action. She said that they reviewed the matter, they discussed it and then moments after they had gaveled out of the meeting, the applicant came to the room and was prepared to provide information. She said that they stayed to be able to provide their information to the Assembly at this meeting.

Ms. Gladziszewski noted that at this point, it becomes an informal hearing before the Assembly and she asked Mr. Palmer if there were any specific protocols they needed to follow for the informal hearing. Mr. Palmer indicated there were not. Ms. Gladziszewski invited the applicant to come up, identify themselves for the record, and provide their testimony.

Mr. Erik Emert, one of the owners of Rockwell and the Rendezvous, stated that he had a simple request. He said that there were four items that were in arrears on this license. He said that he wanted to short pay those items by approximately \$2,400 as there was an issue with a water bill that he is still trying to get to the bottom of. He said that he would like to pay the remaining 97% of what is currently owed and try to get to the bottom of the water bill. He said that the water bill may be a mistake.

Ms. Gladziszewski asked him to clarify that he was willing to pay 100% of the amount owing minus the water bill. He said that was correct. He said that he spoke with someone in the Finance Department, not Mr. Rogers, and they informed him that the Finance Department couldn't make that decision, rather that was a decision for the Assembly to make.

Ms. Gladziszewski opened the floor to any Assemblymembers who had questions for Mr. Emert. Mr. Smith asked Mr. Emert if this liquor license was in use. Mr. Emert stated that it was not currently in use.

Ms. Gladziszewski thanked Mr. Emert for his testimony and she asked Mr. Palmer and Mr. Rogers if there were any type of formal/legal paperwork (Confession of Judgment) that would be done before the Assembly would agree not to protest. She asked what the procedures might be in light of Mr. Emert's verbal testimony at this meeting.

Mr. Rogers said that they only use the Confession of Judgment process when sales taxes are collected but not remitted. He said that what Mr. Emert was referring to had to do with a water bill and some work on the meter from 2001. He said it is rather dated and that the report he received shows a total of \$2395.89 as the remaining balance. He noted that it appears that some of the original amount was adjusted off at one point. He said that he does not have knowledge from the utility about what had been done or what the ongoing confusion is but he does know that at some point, a good portion of the original balance was adjusted off and this is the remaining balance. He said that suggests to him that this is what the utility believes is the properly owed balance. He said that without a representative from the utility present, he is not able to definitely speak to that.

Ms. Gladziszewski asked the Clerk what the timeline was for the protest window for this license. Ms. McEwen noted that CBJ has a 60-day window in which to protest or waive its right to protest and that 60-day window closes on Sunday, May 29 so any action would need to be taken by Friday, May 27.

Ms. Triem asked Mr. Rogers to clarify the amounts due for each of the different types of taxes. Mr. Rogers noted that the packet contained a letter dated April 29, 2022 to the applicant showing amounts due through April. He stated that interest and penalties continue to accrue and that the Miscellaneous Billing (MB) amount in the letter of \$318.00 and the Utilities account amount of \$2077.89 have been turned over to the city's third party collection agency. He said that third party collection agent may have additional charges on top of those amounts that they are legally allowed to charge.

Ms. Woll asked Mr. Rogers if the applicant had paid the property taxes but not the utilities and the water meter if the Finance Department would still recommend protest of the license renewal.

Mr. Rogers said that the Finance Department will recommend protest anytime that a licensee has delinquent balances with the city so, yes, they would continue to recommend protest.

Additional discussion took place regarding the timing and the potential for taking this up again at a Finance Committee or Special Assembly Meeting between now and the May 27 deadline to act. Ms. Woll noted that in the past, the Assembly has taken action and made it conditional.

MOTION by Ms. Woll for the Assembly to protest the license until the full balance owing is paid.

Additional discussion took place about the timing and the process by which a protest is withdrawn once payment is made. After additional discussion by the Assembly related to the timing of the protest period, ***Ms. Woll rescinded her motion.***

MOTION by Ms. Triem that the Assembly protest the renewal of the liquor license and maintain that protest unless the remaining balance owing is paid by noon on Friday, May 27 and she asked for unanimous consent.

Objection by Mr. Smith for purposes of a question.

Mr. Smith asked if the payment is not made by May 27 but is rather paid on May 29, if there was still a cure available. Mr. Palmer responded that if this motion passed and it was not paid by May 27, a protest letter would be sent but that if a payment was made after that, we would send AMCO a follow-up letter to withdraw the protest. Mr. Smith removed his objection.

Hearing no further objection, Ms. Triem's motion passed by unanimous consent.

B. LEED Exemption Request - Centennial Hall Ballroom Renovation

Mr. Watt noted that the packet contained a number of documents related to this matter. Staff has recommended and Juneau Commission on Sustainability (JCOS) has concurred that it makes sense to

give the Centennial Hall Ballroom Renovation project an exemption from the LEED certification for a variety of reasons, especially since the ballroom replacement doesn't lend itself to the LEED process. They are looking for the Assembly's approval of an exemption from the LEED certification process for this project.

MOTION by Ms. Triem that the Assembly approve the LEED exemption request for the Centennial Hall Ballroom Renovation, and asked for unanimous consent. *Hearing no objection, the motion passed by unanimous consent.*

C. Hardship and Senior Citizen/Disabled Veteran Late-Filed Real Property Tax Exemption Applications

There are eleven property owners that have requested the Assembly authorize the Assessor to consider a late-filed exemption for their property assessment.

The Assembly should consider each request separately and determine whether the property owner was unable to comply with the April 30 filing requirement. A.S. 29.45.030(f); CBJC 69.10.021(d). The burden of proof is upon the property owner to show the inability to file a timely exemption request. If the Assembly decides to accept one or more late-filed exemption requests, those applications will be referred to the Assessor for review and action.

The City Manager recommends the Assembly act on each of these applications individually.

Assembly Action

MOTION by Ms. Woll that the Assembly consider individually the applications from Renee Guerin, Linda Macaulay, Monica Casipit, Walter Boman, Daniel Darbonne, Judith Hendriksen, Brendan Kiernan, Socrates Kreuzenstein, Maryann Ray, Stephen Brower and Discovery Southeast and that the Assembly accept these late file exemption requests and refer the matter to the Assessor for review and action, and asked for unanimous consent. *Hearing no objection, the motion carried.*

XII. STAFF REPORTS

A. 1% Sales Tax Process

Mr. Watt noted that he had provided a memo in the packet at page 141 that contains the recommendations from March and following the May 2, 2022 COW meeting and that it will be up to the Assembly to prioritize items for consideration to include on the ballot in the fall. He laid out a process whereby the Assembly will take up consideration of these projects at two separate meetings in June; June 6 and June 27 COW meetings. The Assembly will get to rank the projects individually and then take that composite ranking and assign the values to it. He said they have also done some outreach to the board and to the public and he will ensure that those requests/comments are included in the materials that the Assembly will be provided for the June 6 COW meeting. Tonight, he is looking for acceptance of that process.

Ms. Woll said that she appreciates seeing Mr. Watt's recommendations for them to work from and she asked Mr. Watt if he anticipates updating his recommendations based on any of the information they will be receiving. Mr. Watt said he did not anticipate any other recommendations other than what he had provided back in March. He said that at this point, it was something the Assemblymembers would be looking at and deciding how they wished to prioritize the list.

Additional discussion took place on what they anticipate receiving at the June COW meetings. *Hearing no objections, the process as proposed by the City Manager was approved.*

B. Alaska, British Columbia, Washington Maritime Green Corridor

Tourism Manager Alexandra Pierce noted that the packet contained a memo related to the Green Corridor concept and that the First Mover Commitment would be announced in Vancouver, B.C. the following day. Providing some background information, she stated that several months ago, the Port of Seattle reached out to CBJ with this idea of creating the world's first green cruise corridor between Seattle and Alaska.

Ms. Pierce said that the green corridor concept is big in the shipping world and that L.A. to Shanghai will be the world's first green shipping corridor and that it involves alternative fuel ships and the supporting infrastructure and docking at electrified ports. She said that for cruise ships, that is somewhat more complicated but that the cruise industry has made the commitment to zero greenhouse gas emissions by 2050. As mentioned in her memo, she noted that someone somewhere needs to get the ball rolling to start a road map for this type of concept and that this would be the testing grounds and feasibility study for the world's first green cruise corridor.

Ms. Pierce noted that since the Port of Seattle first reached out to CBJ, they have been working to get other partners on board with this and so far Carnival Corp., Norwegian Cruise Line (NCL), CLIAA, Royal Caribbean and Port of Vancouver have signed on since the memo was written. She said that she sees this as an exciting opportunity for collaboration with the port and regional partners for the future of cruise tourism in Southeast Alaska. It helps ports start thinking about their long term plans and what infrastructure might look like in the future. The commitment to do this feasibility study means that the next step would be to agree to a charter which would lay out what the parameters of this project are and identifies who the partners are and what their commitment levels would be.

She noted that CBJ was the first port in the world to have shore power and she thinks it would be appropriate that we also lead the world by taking this as the next step in that process and continue to push the envelope for environmental practices in the cruise world. She said that this may lead to opportunities for funding and we are an excellent port to test this concept. She noted that we have very few international borders where we have two states, one province and a multitude of local communities. She noted that many other cruise destinations have a much more diverse group of countries, ports, facilities and jurisdictions that they have to deal with.

Ms. Pierce noted that there would be a press briefing the following day led by the Port of Seattle and that she would be happy to forward information on how to watch that to the Assembly.

Ms. Hughes-Skandijs said that she is very excited that this is something CBJ will be involved with. She asked if Ms. Pierce had any estimate of the amount of time this will require since they have already loaded a lot of responsibility on Ms. Pierce and her position. Ms. Pierce said that there certainly are a lot of partners and coordination that will go along with this but that the Port of Seattle is eagerly leading this effort. She said that a future feasibility study would need to be done by a contractor rather than any one person from one port.

Mr. Smith said that he was supportive of this effort and asked regarding the feasibility study if there was any expectation of a financial contribution being required of the partners. Ms. Pierce responded that there was not a financial commitment required at this stage. She said that as this process takes shape, they'll have more of an idea of what it looks like and what financial commitments may be required. She noted that the federal government knows about this project and she is optimistic and there may be opportunities for future funding but those are all unknowns at this time. She said that the first step is a charter to be agreed upon by the partners and then to scope out the project from there.

Ms. Triem said that she was excited about it and would like to receive the information on the media availability.

XIII. ASSEMBLY REPORTS

A. Mayor's Report

There was no Mayor's Report since the Mayor was absent from this meeting.

B. Committee Reports and Liaison Reports

Human Resources Committee (HRC) Chair Hughes-Skandijs reported that the HRC met earlier this evening prior to tonight's meeting and since there were only two members present they heard reports and information but could not take any action and action on their items was being referred to the Assembly instead. She reported that there is only one incumbent applicant for the Board of Equalization (BOE).

MOTION by Ms. Hughes-Skandijs to reappoint Emily Haynes to the Board of Equalization for a term beginning immediately and ending December 31, 2024. *Hearing no objection, motion carried by unanimous consent.*

Ms. Hughes-Skandijs noted that the HRC received the Utilities Advisory Board (UAB) annual report and there were two open seats on the UAB and only one application received from incumbent Elizabeth Pederson.

MOTION by Ms. Hughes-Skandijs to reappoint Ms. Elizabeth Pederson to the Utility Advisory Board to a term beginning June 1 and ending May 31, 2025. *Hearing no objection, motion carried by unanimous consent.*

Ms. Hughes-Skandijs noted that they have some empowered board interviews coming up, and asked Assemblymembers their date availability to conduct those meetings of the Full Assembly sitting as the HRC to conduct interviews for the following dates: June 14 or 15 and also, July 20 or 21. All those meetings would be held via Zoom only. All dates were ones for which members said they would be available.

Assembly Finance Committee (AFC) Chair Triem reported that the AFC has completed six-sevenths of the budget cycle. Her intention was to not hold a Finance Committee meeting next week and no meeting in July unless one needs to be called. She noted that she will be signing the letter of engagement with Elgee Rehfeld for the annual audit which is one of the duties of the AFC Chair.

Committee of the Whole (COW) Chair Gladziszewski reported that the COW met May 2 and talked about a number of items that were on tonight's agenda and included the 1% Sales Tax projects, Sales Tax on Food, Election Code Changes, the Street Vendor map ordinance, and the CCFR/JPD armored vehicle.

Public Works and Facilities Committee (PWFC) Chair Bryson reported that the PWFC met earlier this month and discussed an MRI and CT Scanner for the hospital and that was introduced at this meeting. They discussed not requiring LEED Certification for Centennial Hall and that was acted upon at this meeting. He said they also discussed the City Museum topic at that same PWFC meeting.

Lands Housing and Economic Development Chair Hale was absent so no report was given.

Ms. Gladziszewski asked for any liaison reports.

Mr. Smith reported that the Eaglecrest Summer Operations Task Force has not met and they are looking at holding a meeting to hear from the public as they move forward with the gondola project. He said that his other liaison groups: Joint Assembly/School Facilities Committee, Juneau Commission on Housing and Homelessness, and the UAS Campus Council have not held meetings. He did hear that the donations towards the UAS Campus Council are at an all-time high.

Ms. Woll reported that the Systemic Racism Review Committee met immediately following the last regular Assembly meeting and made the recommendations that were in tonight's packet. She noted that the SRRC is following along during the budget process. She noted that this is the first cycle for them to review the budget and they are fine tuning how that process is going to work best and they have been asking a lot of good questions and any recommendations from the SRRC will likely come near the end of the budget cycle. She noted they will meet again tomorrow to discuss the ordinances that were introduced at this meeting as well as likely some additional budget discussions.

Ms. Woll reported that the Docks and Harbors (D&H) Board had its regular meeting a few weeks ago. There were a number of interesting topics they were considering. They have created a working group to discuss live-aboards and challenges facing the live-aboard community. They also discussed the need for Taku Harbor float repairs. She said that there were a number of inquiries that were coming to D&H

about uses and property leases of D&H lands and all of these were in very early stages. Some of the ideas that were brought up included an inquiry about a tideland lease in Auke Bay, a potential easement through the Statter Harbor parking lot, a potential land and tidelands purchase under Juneau Electronics which has a new owner, a community garden at the little rock dump, the totem pole trail along the waterfront, and an opportunity for a joint facility with the Marine Exchange in the downtown waterfront. She said those are just some of the interesting proposals that people are bringing to D&H for consideration.

Ms. Woll noted that during the HRC meeting today, the Clerks reminded them that the application period deadlines are coming up for a number of boards. The Hospital Board application period closes on May 25, and applications for Docks & Harbors, Airport, Eaglecrest, and the Planning Commission will close on June 3.

Ms. Triem reported that the Aquatics Board met tonight and she was sad to be missing it as it was Aquatics Manager Kollin Monahan's last meeting before he leaves to take a job down south with an outdoor pool. She noted that his job has been posted and that the Aquatics Board was beginning its discussion for a transition plan. She said that the Aquatics Board is working on a contract with Glacier Swim Club which is something that comes up every five years and covers fees, storage, etc... She said that she and the Mayor visited Dimond Park Aquatic Center and got to see the new decking anti-slipping foam tiles that were installed. She thinks it will be a lot safer to walk on that deck.

Ms. Triem reported that the Juneau Commission on Sustainability (JCOS) met on May 4 and discussed electric vehicle planning re: CBJ fleet conversion. They also heard from Sarah Gress at BRH about a new initiative at the hospital about cloth diapering to see if there was any overlap between the mission of JCOS and that initiative. She said they would be seeing another LEED exemption request similar to what they considered for Centennial Hall coming soon to the Assembly for the BRH Emergency Department renovation. She said that JCOS may forward some recommendations to the Assembly for potential code changes related to the requirement related to LEED certifications when it comes to CBJ renovation projects. It is much harder to meet LEED standards for renovation projects.

Ms. Triem said that she attended "The Goldies" which is the Alaskan Broadcasters Association awards ceremony which had been held here in Juneau and she thanked Travel Juneau, the Alaska Committee, and the Juneau Radio Center from bringing that event to Juneau. Ms. Triem noted that she will be attending the Alaska Municipal League Board meeting in Anchorage tomorrow.

Ms. Hughes-Skandijs reported that she attended the May 10 Planning Commission meeting which is now being held back in the Assembly Chambers. She said the Chambers room was completely packed and they had a lot of public testimony re: the subdivisions behind Bonnie Brae. She said there were some lots that were not your traditional types of lots for a subdivision and all three were successful. She said that there was a lot of public testimony for and against the applications. She said that it was the first time the Planning Commission used its new format. Previously, they would have staff presenting the applications which may be misconstrued that staff was advocating for a particular proposal. The new process is similar to the Assembly meeting format with the CDD Director reading a report and going

forward from there. She said that new process seemed to go well. She said that while it was not Nathaniel Dye's last meeting of the Planning Commission, they did give him somewhat of a sendoff as the next PC meeting will be his last meeting.

Ms. Hughes-Skandijs reported that the next meeting of the Juneau Commission on Aging was scheduled for tomorrow at 10:30am. She noted that she did not attend the last meeting of the Parks and Recreation Advisory Committee due to a work obligation.

Ms. Hughes-Skandijs said that since the last Assembly meeting, she was able to attend the wedding of Waahlaal Giidaak and she said that it was a real pleasure to go to that wedding.

Mr. Bryson reported that Travel Juneau welcomed the first cruise ship of the season, the Bliss on April 25. He reported that the Friends of the Flags got their flags up on May 1. He noted that the cruise ship terminal visitor's center is open and staffed when they have volunteers for it. Lastly, Mr. Bryson said that he attended the Thunder Mountain Girls Soccer Team senior night for his daughter MaryEllen.

Ms. Hughes-Skandijs said that she was asked at the Planning Commission meeting by one of the commissioners where we are with the mass wasting/landslide information and if they would be getting any updates in the near future. Mr. Watt said that it was on the list of projects that are waiting for attention.

C. Presiding Officer Reports

None.

XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

There being no further business to come before the Assembly, the Regular Assembly meeting was adjourned at 9:11p.m.

Signed: _____
Elizabeth J. McEwen
Municipal Clerk

Signed: _____
Maria Gladziszewski
Deputy Mayor

Presented by: The Manager
Presented: 07/11/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-34

An Ordinance Providing for the Levy and Collection of a Temporary 1% Areawide Sales Tax on the Sale Price of Retail Sales, Rentals, and Services Performed within the City and Borough of Juneau, to be Effective October 1, 2023, and Providing for a Ballot Question Ratifying the Levy.

WHEREAS, the present 5% areawide sales tax rate in the City and Borough comprises a permanent 1% tax, a temporary 1% tax, and a temporary 3% tax, CBJC 69.05.020; and

WHEREAS, the 1% temporary component of the sales tax expires on September 30, 2023, unless the voters approve extending the duration of the tax; and

WHEREAS, the Assembly has determined that an extension of the temporary 1% sales tax, to become effective on October 1, 2023, for a period of five years, would provide a stable revenue base for important municipal services and projects; and

WHEREAS, with the extension of the 1% temporary tax, the total sales tax rate in the City and Borough would remain unchanged at 5%.

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

Section 1. Classification. Section 2 of this ordinance, if approved by a majority of qualified voters voting on the question pursuant to Sections 3 and 4, shall be of a general and permanent nature and shall become a part of the City and Borough code, until it expires under its own terms. Sections 3 and 4 are noncode sections.

Section 2. Amendment of Section. CBJ 69.05.020 Imposition of rate, is amended to read:

69.05.020 Imposition of rate.

(a) There shall be levied and collected a tax equal to the percentage of the selling price on retail sales and rentals made and services performed within the City and Borough as follows:

- (1) Within the entire City and Borough – 1%
- (2) Within the entire City and Borough – an additional 3%

(3) Effective October 1, ~~2018~~ 2023 within the entire City and Borough – an additional 1%.

(4) Subsection (a)(3) of this section shall be automatically repealed on September 30, 2028.

...

Section 3. Submission to the Voters. In accordance with Section 9.17 of the Home Rule Charter of the City and Borough of Juneau, the question of whether the extension of the temporary 1% areawide sales tax herein provided shall be levied and collected effective October 1, 2023, for a period of five years, shall be submitted to the qualified voters of the City and Borough at the next regular municipal election. The Municipal Clerk shall prepare the ballot proposition as provided by this ordinance and shall perform all necessary steps in accordance with law to place this proposition before the voters at the next regular municipal election.

Section 4. Proposition. The proposition to be submitted to the voters as required by Section 3 shall read substantially as follows:

Explanation

Juneau currently has a permanent 1% sales tax, a temporary 1% sales tax, and a temporary 3% sales tax. The existing temporary 1% sales tax is automatically repealed on September 30, 2023. The total of all CBJ sales taxes currently levied is 5%.

This ballot proposition would continue the current 1% temporary sales tax rate for an additional five years, until September 30, 2028. Accordingly, if this proposition is approved, the total sales tax rate would remain at 5%.

It is the intent of the Assembly that taxes collected under this proposed extension of the temporary 1% areawide sales tax be appropriated by the Assembly for the following purposes:

- Deferred maintenance of CBJ and JSD facilities
- Replacement of public safety equipment for JPD and CCFR
- Redevelopment of Gastineau Avenue, Telephone Hill, and North State Office Building Parking Garage
- Affordable housing initiatives, including further development of Pederson Hill
- Harbor expansion and maintenance
- Childcare support
- Lemon Creek multi-modal path
- Relocation of City Museum
- Contribution to the Restricted Budget Reserve
- Information technology upgrades

PROPOSITION NO. _____

Authorization to Extend the Temporary 1% Areawide Sales Tax Effective October 1, 2023, for a Period of Five Years.

Shall the City and Borough of Juneau, Alaska, continue to levy and collect a temporary 1% areawide sales tax on the sale price of retail sales, services, and commercial rentals within the City and Borough for an additional five years , effective October 1, 2023, until September 30, 2028. If this proposition is approved, the total sales tax would remain at five percent.

Extend the 1% sales tax for five years YES []

Extend the 1% sales tax for five years NO []

Section 5. Effective Dates.

(a) The amendment of subsection (a) of CBJ 69.05.020 set forth in Section 2 of this ordinance shall become effective on October 1, 2023, if the proposition required by Sections 3 and 4 of this ordinance is approved by a majority of the qualified voters of the City and Borough voting on the proposition at the next regular municipal election.

(b) Sections 3 and 4 of this ordinance authorizing the submission of the ballot proposition to the qualified voters of the City and Borough shall be effective 30 days after adoption of this ordinance.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 07/11/2022
Drafted by: Bond Counsel

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-37

An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed \$35,000,000 to Finance Construction and Equipping of a New City Hall for the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 4, 2022.

WHEREAS, a new City Hall for the City and Borough of Juneau, Alaska (the “City and Borough”) is needed in order to meet the current and future needs of the City and Borough; and

WHEREAS, the new City Hall project described in Section 3 below (the “Project”) has been identified and approved by the Committee of the Whole as necessary to meet the needs of the City and Borough; and

WHEREAS, in order to provide funds for paying the cost of constructing and equipping the Project, it is deemed necessary and advisable that the City and Borough issue and sell its unlimited tax levy general obligation bonds in the principal amount of not to exceed \$35,000,000 (the “Bonds”);

NOW, THEREFORE, BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Findings. The Assembly of the City and Borough hereby finds and declares that the construction and equipping of the Project identified in Section 3 hereof is necessary and is in the best interest of the inhabitants of the City and Borough.

Section 3. Purposes. The Assembly has determined that the City and Borough is in need of the construction and equipping of a new City Hall in order to consolidate staff into a single facility. The Project will be energy efficient and include below ground parking for City and Borough resident use.

The foregoing are herein referred to as the “Project.” The cost of all necessary architectural, engineering, design, and other consulting services, inspection and testing, administrative and relocation expenses, costs of issuance of the Bonds and other costs incurred in connection with the Project that is approved by the electors shall be deemed capital improvement costs of the approved

Project. The approved Project may be completed with all necessary furniture, equipment and appurtenances.

If the City and Borough shall determine that it has become impractical to accomplish any portion of the approved Project by reason of changed conditions or needs, incompatible development or costs substantially in excess of those estimated, the City and Borough shall not be required to accomplish such portions and shall apply Bond proceeds as set forth in this section.

Interest earnings on Bond proceeds may be used and applied by City and Borough, at the direction of the City Manager or his or her designee, for the Project or for other capital improvements or for the retirement of the Bonds or other general obligation bonds of the City and Borough.

If the approved Project has been completed in whole or in part, or its completion duly provided for, or its completion found to be impractical, the City and Borough may apply Bond proceeds or any portion thereof as provided in Section 10.10 of the Home Rule Charter.

In the event that the proceeds of sale of the Bonds, plus any other monies of the City and Borough legally available, are insufficient to accomplish the approved Project, the City and Borough shall use the available funds for paying the cost of those portions of the approved Project for which the Bonds were approved deemed by the Assembly most necessary and in the best interest of the City and Borough. No Bond proceeds shall be used for any purpose other than a capital improvement.

Section 4. Details of Bonds. The Assembly hereby authorizes the issuance of general obligation bonds in order to fund the costs of the Project described in Section 3 (the “Bonds”). The Bonds shall be sold in such amounts and at such time or times as deemed necessary and advisable by the Assembly and as permitted by law and shall mature over a period of up to 25 years of date of issue. The Bonds shall be issued in an aggregate principal amount of not to exceed \$35,000,000. The Bonds shall bear interest to be fixed at the time of sale or sales thereof. Both principal of and interest on the Bonds shall be payable from annual tax levies to be made upon all of the taxable property within the City and Borough, without limitation as to rate or amount and in amounts sufficient with other available funds, to pay such principal and interest as the same shall become due.

The full faith, credit, and resources of the City and Borough are hereby irrevocably pledged to the payment of both the principal and interest on such Bonds. The exact form, terms, conditions, contents, security, options of redemption, and such other matters relating to the issuance and sale of said Bonds as are deemed necessary and advisable by the Assembly shall be as hereinafter fixed by ordinance and resolution of the City and Borough.

Section 5. Submission of Question to Voters. The Assembly hereby submits to the qualified electors of the City and Borough the proposition of whether or not the City and Borough should issue the Bonds for the purpose of financing the costs of the approved Project at the regular municipal election to be held on October 4, 2022.

The City and Borough clerk shall prepare the ballot proposition to be submitted to the voters as provided by this ordinance and shall perform all necessary steps in accordance with law to place the proposition before the voters at the regular election.

Section 6. Ballot Proposition. The proposition to be submitted to the qualified voters of the City and Borough as required by Section 5 above shall read substantially as follows:

Explanation

The proposition will authorize the issuance of \$35,000,000 in general obligation bond debt for paying the cost of construction and equipping of a new City Hall, including below ground parking. The total annual debt service costs, assuming an interest rate of 4.88%, will be approximately \$2,454,000 . This amount of debt service would require an annual property tax levy of approximately \$29.60 per \$100,000 of assessed value (assuming that the overall estimated bond tax levy of \$42.62 per \$100,000 will be reduced due to operational savings by the City and Borough). This example of a property tax levy is provided for illustrative purposes only.

PROPOSITION NO. 1

GENERAL OBLIGATION BONDS

\$35,000,000

For the purpose of constructing and equipping a new City Hall, including below ground parking within the City and Borough, shall the City and Borough of Juneau, Alaska, issue and sell its general obligation bonds, maturing within 25 years of their date of issue, in the aggregate principal amount of not to exceed \$35,000,000?

BONDS, YES ☐

BONDS, NO ☐

After voter approval of the proposition and in anticipation of the issuance of the Bonds, the City and Borough may issue short term obligations, under such date and in such amount, form, terms, maturity, and bearing such rate or rates of interest, all as may hereafter be fixed by ordinance of the City and Borough, consistent with limitations imposed by State law and by the Home Rule Charter and Code of the City and Borough.

Section 7. Notice of Election. The Assembly shall cause a notice of election to be published once a week for three consecutive weeks in a newspaper for general circulation in the City and Borough. The first notice shall be published not later than September 14, 2022, which is 20 days prior to the regular municipal election. The notice shall contain the information required by Section 10.5 of the Home Rule Charter of the City and Borough.

Section 8. Effective Dates.

(a) The authority to issue general obligation bonds proposed in Section 6 of this ordinance shall become effective on the day following the date the election results are certified for the regular municipal election held on October 4, 2022, if a majority of the qualified voters voting on the proposition set forth in Section 6 votes for the proposition.

(b) Section 6 of this ordinance authorizing the submission of the ballot proposition to the qualified voters of the City and Borough shall become effective thirty days after adoption of this ordinance.

Adopted this 1st day of August, 2022.

Beth Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 07/11/2022
Drafted by: Bond Counsel

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-38

An Ordinance Authorizing the Issuance of General Obligation Bonds in the Principal Amount of Not to Exceed \$6,600,000 to Finance Construction and Equipping of Park Improvements within the City and Borough, and Submitting a Proposition to the Voters at the Election to Be Held Therein on October 4, 2022.

WHEREAS, certain park improvements within the City and Borough of Juneau, Alaska (the “City and Borough”) are needed in order to meet the current and future needs of the City and Borough; and

WHEREAS, the new park projects described in Section 3 below (the “Projects”) has been identified and approved by the Committee of the Whole as necessary to meet the needs of the City and Borough; and

WHEREAS, in order to provide funds for paying the cost of constructing and equipping the Project, it is deemed necessary and advisable that the City and Borough issue and sell its unlimited tax levy general obligation bonds in the principal amount of not to exceed \$6,600,000 (the “Bonds”);

NOW, THEREFORE, BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Findings. The Assembly of the City and Borough hereby finds and declares that the construction and equipping of the Projects identified in Section 3 hereof is necessary and is in the best interest of the inhabitants of the City and Borough.

Section 3. Purposes. To improve public health and access to outdoor recreation by improving parks and recreational facilities, including, but not limited to, the following, the Assembly has determined that the City and Borough is in need of certain park improvements including

- Installation of an artificial turf field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park,
- New Public Use Cabin, and

- Areawide trail maintenance.

The foregoing are herein referred to as the “Projects.” The cost of all necessary architectural, engineering, design, and other consulting services, inspection and testing, administrative and relocation expenses, costs of issuance of the Bonds and other costs incurred in connection with the Projects that is approved by the electors shall be deemed capital improvement costs of the approved Project. The approved Projects may be completed with all necessary furniture, equipment and appurtenances.

If the City and Borough shall determine that it has become impractical to accomplish any portion of the approved Projects by reason of changed conditions or needs, incompatible development or costs substantially in excess of those estimated, the City and Borough shall not be required to accomplish such portions and shall apply Bond proceeds as set forth in this section.

Interest earnings on Bond proceeds may be used and applied by City and Borough, at the direction of the City Manager or his or her designee, for the Project or for other park capital improvements or for the retirement of the Bonds or other general obligation bonds of the City and Borough.

If the approved Projects have been completed in whole or in part, or their completion duly provided for, or its completion found to be impractical, the City and Borough may apply Bond proceeds or any portion thereof as provided in Section 10.10 of the Home Rule Charter.

In the event that the proceeds of sale of the Bonds, plus any other monies of the City and Borough legally available, are insufficient to accomplish the approved Projects, the City and Borough shall use the available funds for paying the cost of those portions of the approved Projects for which the Bonds were approved deemed by the Assembly most necessary and in the best interest of the City and Borough. No Bond proceeds shall be used for any purpose other than a capital improvement.

Section 4. Details of Bonds. The Assembly hereby authorizes the issuance of general obligation bonds in order to fund the costs of the Projects described in Section 3 (the “Bonds”). The Bonds shall be sold in such amounts and at such time or times as deemed necessary and advisable by the Assembly and as permitted by law and shall mature over a period of up to 15 years of date of issue. The Bonds shall be issued in an aggregate principal amount of not to exceed \$6,600,000. The Bonds shall bear interest to be fixed at the time of sale or sales thereof. Both principal of and interest on the Bonds shall be payable from annual tax levies to be made upon all of the taxable property within the City and Borough, without limitation as to rate or amount and in amounts sufficient with other available funds, to pay such principal and interest as the same shall become due.

The full faith, credit, and resources of the City and Borough are hereby irrevocably pledged to the payment of both the principal and interest on such Bonds. The exact form, terms, conditions, contents, security, options of redemption, and such other matters relating to the issuance and sale of said Bonds as are deemed necessary and advisable by the Assembly shall be as hereinafter fixed by ordinance and resolution of the City and Borough.

Section 5. Submission of Question to Voters. The Assembly hereby submits to the qualified electors of the City and Borough the proposition of whether or not the City and Borough should issue the Bonds for the purpose of financing the costs of the approved Project at the regular municipal election to be held on October 4, 2022.

The City and Borough clerk shall prepare the ballot proposition to be submitted to the voters as provided by this ordinance and shall perform all necessary steps in accordance with law to place the proposition before the voters at the regular election.

Section 6. Ballot Proposition. The proposition to be submitted to the qualified voters of the City and Borough as required by Section 5 above shall read substantially as follows:

Explanation

The proposition will authorize the issuance of \$6,600,000 in general obligation bond debt for paying the cost of undertaking certain park improvements including installation of an artificial turf field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park, new Public Use Cabin and areawide trail maintenance. The total annual debt service costs, assuming an interest rate of 4.66%, will be approximately \$621,000. This amount of debt service would require an annual property tax levy of approximately \$10.79 per \$100,000 of assessed value. This example of a property tax levy is provided for illustrative purposes only.

PROPOSITION NO. 2

GENERAL OBLIGATION BONDS

\$6,600,000

To improve public health and access to outdoor recreation by improving parks and recreational facilities, including, but not limited to, installation of an artificial turf field for baseball and softball and replacing the track surface at Adair-Kennedy Memorial Park, new Public Use Cabin and areawide trail maintenance within the City and Borough, shall the City and Borough of Juneau, Alaska, issue and sell its general obligation bonds, maturing within 15 years of their date of issue, in the aggregate principal amount of not to exceed \$6,600,000?

BONDS, YES ☐

BONDS, NO ☐

After voter approval of the proposition and in anticipation of the issuance of the Bonds, the City and Borough may issue short term obligations, under such date and in such amount, form, terms, maturity, and bearing such rate or rates of interest, all as may hereafter be fixed by ordinance of the City and Borough, consistent with limitations imposed by State law and by the Home Rule Charter and Code of the City and Borough.

Section 7. Notice of Election. The Assembly shall cause a notice of election to be published once a week for three consecutive weeks in a newspaper for general circulation in the City and Borough. The first notice shall be published not later than September 14, 2022, which is 20 days prior to the regular municipal election. The notice shall contain the information required by Section 10.5 of the Home Rule Charter of the City and Borough.

Section 8. Effective Dates.

(a) The authority to issue general obligation bonds proposed in Section 6 of this ordinance shall become effective on the day following the date the election results are certified for the regular municipal election held on October 4, 2022, if a majority of the qualified voters voting on the proposition set forth in Section 6 votes for the proposition.

(b) Section 6 of this ordinance authorizing the submission of the ballot proposition to the qualified voters of the City and Borough shall become effective thirty days after adoption of this ordinance.

Adopted this 1st day of August, 2022.

Beth Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: July 11, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2021-08(b)(am)(AT)

An Ordinance Appropriating \$500 to the Manager for the Bartlett Regional Hospital Rainforest Recovery Center; Funding Provided by a Donation from the Second to None Motorcycle Club.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$500 for the Bartlett Regional Hospital Rainforest Recovery Center.

Section 3. Source of Funds

Donation Revenue	\$500
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: July 11, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(E)

An Ordinance Appropriating \$40,000 to the Manager to Conduct a Statistically Valid Survey of Juneau Voters Related to Removing Sales Tax on Food; Funding Provided by General Funds.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$40,000 to conduct a statistically valid survey of Juneau voters related to removing sales tax on food.

Section 3. Source of Funds

General Funds	\$ 40,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 07/11/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-30

An Ordinance Amending the Official Zoning Map of the City and Borough to Change the Zoning of Catholic Community Services Property Located near 1800 Glacier Highway, from D-10 to Light Commercial.

WHEREAS, the 2.6 acre area of the proposed rezone to Light Commercial zoning, is currently zoned as D-10; and

WHEREAS, the CBJ Comprehensive Plan maps this area for Medium Density Residential; and

WHEREAS, the proposed rezone substantially conforms to the Medium Density Residential designation; and

WHEREAS, the proposed rezone has been determined compatible with nearby D-5 and D-10 lots; and

WHEREAS, the proposed rezone provides for Medium Density Residential, and commercial uses that are compatible with residential uses.

NOW, THEREFORE, BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment to the Official Zoning Map. The Official Zoning Map of the City and Borough, adopted pursuant to CBJ 49.25.110, is amended to change the zoning of the following property

Beginning at corner number 1, U.S.S. 667, thence east 217.73 feet to a point intersecting the west boundary of the Glacier Highway right-of-way, thence northwest along said right-of-way 559.82 feet to an unmonumented point along the Glacier Highway right-of-way, thence west 115.53 feet to the monumented northeast corner of A.T.S. 389, thence southeast at a bearing of S 12° 34' E 236.12 feet to a monumented corner of U.S.S. 667 Fraction, thence southeast at a bearing of S 45° 40' E 308.88 to the point of beginning.

all located near 1801, 1803 and 1805 Glacier Highway, Juneau, Alaska, and depicted in Exhibit A from D-10 to Light Commercial (LC).

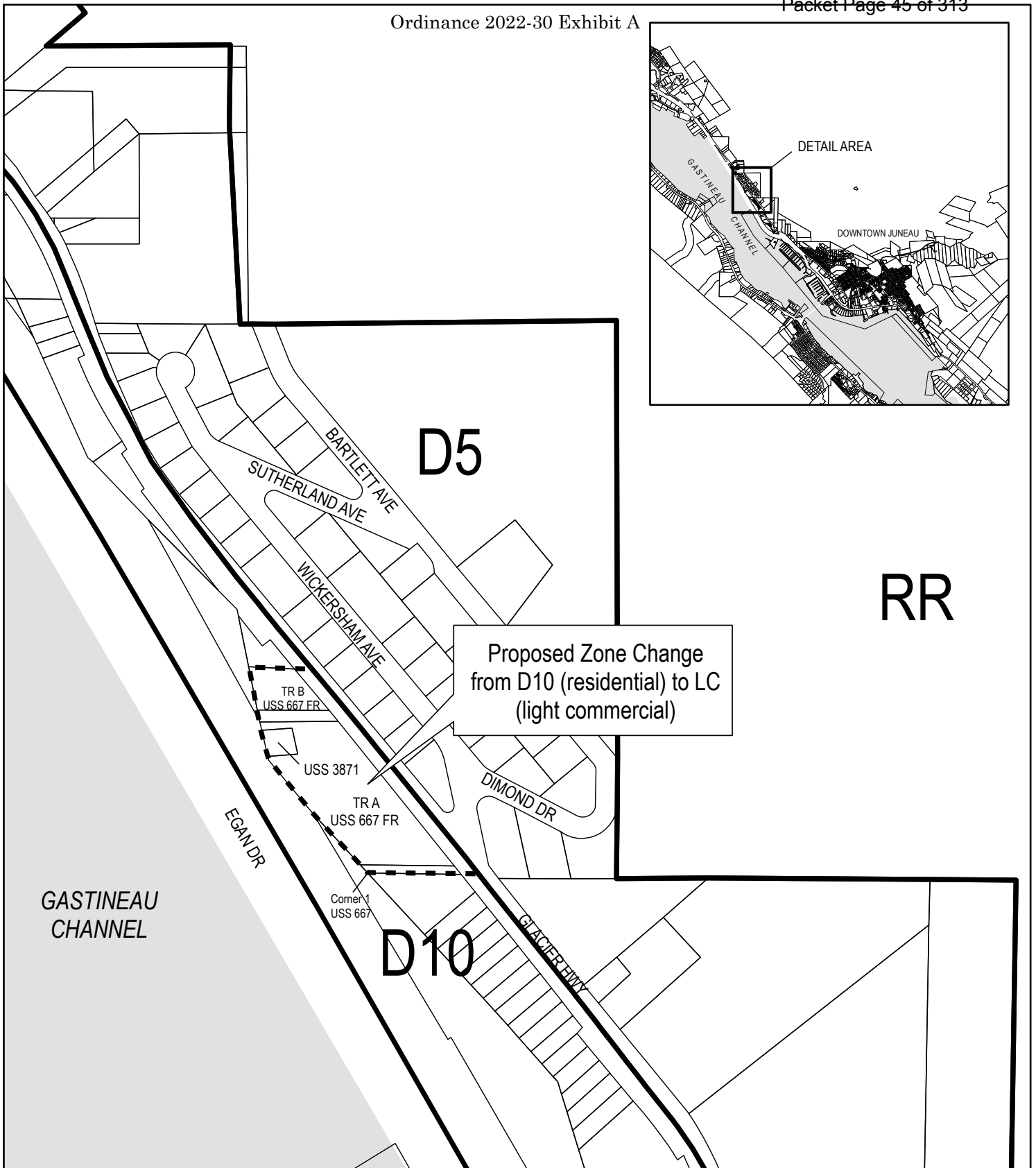
Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2022.

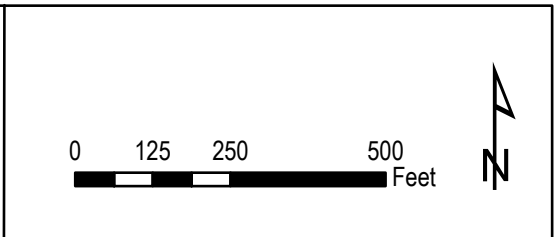
Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



AME20210010
 Zone Change for
 USS 3871 & USS 667 FR
 from D10 (residential) to LC (light commercial)



Presented by: Mayor Weldon
Presented: 07/11/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-36

An Ordinance Amending the Sales Tax Code to Exempt Veteran Organizations.

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

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City and Borough of Juneau Municipal Code.

Section 2. Amendment of Section. CBJC 69.05.040 Exemptions, is amended to read:

69.05.040 Exemptions.

The tax levied under this chapter shall not apply to the following transactions:

...

(12) Sales, services and rentals to a buyer, or made by a seller, organized and administered solely by an organization that has a current 501(c)(3), ~~or 501(c)(4)~~, or 501(c)(19) exemption ruling from the Internal Revenue Service and an exemption certificate from the manager, provided this exemption applies to sellers only if the income from the sale is exempt from federal income taxation. This exemption does not apply to the sale of pull-tab games.

...

Section 3. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2022.

Attest:

Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: 7/11/2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(B)

An Ordinance Appropriating \$20,000 to the Manager for Short-Term Rental Data Collection; Funding Provided by Hotel-Bed Tax Funds.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$20,000 as funding for Short-term Rental Data Collection.

Section 3. Source of Funds

Hotel-Bed Tax Funds	\$20,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: July 11, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(C)

An Ordinance Appropriating \$25,000 to the Manager to Publicly Oppose the Repeal of Mandatory Real Estate Price Disclosure; Funding Provided by General Funds.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$25,000 to publicly oppose the repeal of mandatory real estate price disclosure.

Section 3. Source of Funds

General Funds	\$ 25,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Introduced: July 11, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(D)

An Ordinance Appropriating \$25,000 to the Manager for Public Support of a General Obligation Bond for the Construction and Equipment of a New City Hall; Funding Provided by General Funds.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$25,000 for public support of a general obligation bond for the construction and equipment of a new city hall.

Section 3. Source of Funds

General Funds	\$ 25,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 07/11/2022
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2990

A Resolution Authorizing the Installation of Eleven Totem Poles in Overstreet Park and Authorizing the City Manager to Enter into a Memorandum of Agreement with Sealaska Heritage Institute for the Creation, Installation, and Maintenance of the Totem Poles.

WHEREAS, Southeast Alaska is the ancestral home of the Tlingit, Haida, and Tsimshian peoples; and

WHEREAS, totem poles express Southeast Alaskan Native communities' histories, values, and cultures; and

WHEREAS, the Sealaska Heritage Institute secured a grant from the Andrew W. Mellon Foundation to commission totem poles from Tlingit, Haida, and Tsimshian master artists; and

WHEREAS, the proposed totem poles will comprise part of Kootéeyaa Deiyí, a totem pole trail, along the waterfront in Overstreet Park in Downtown Juneau; and

WHEREAS, each totem pole will be accompanied by an interpretive storyboard identifying the pole's clan and crests, and providing information related to the pole's artwork; and

WHEREAS, the totem poles will support the Juneau Economic Development Plan by enhancing Juneau's presence as a regional arts and culture hub while furthering Juneau's standing as the Northwest Coast arts capital of the world; and

WHEREAS, the totem poles will support the Juneau Economic Development Plan's goal of revitalizing Downtown Juneau by adding celebratory and educational art; and

WHEREAS, the totem poles will support the Comprehensive Plan's objective to preserve and protect the unique cultures of Alaskan Native peoples and promote responsible heritage tourism that accurately represents Juneau's unique history; and

WHEREAS, thanks to advancements in totem pole construction and preservation, a long life of 50-75 years is anticipated; and

1 WHEREAS, the CBJ and SHI anticipate at the end of their life, the totem poles will be
2 laid to rest in the forest in accordance with traditional custom and the new generation will
3 carve new poles.

4
5 NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF
6 JUNEAU, ALASKA:
7

8 **Section 1.** That the Assembly hereby authorizes the installation of up to twelve totem
9 poles and accompanying storyboards on the waterfront in Overstreet Park.
10

11 **Section 2.** That the Assembly hereby authorizes the City Manager to enter into a
12 Memorandum of Agreement with Sealaska Heritage Institute (Exhibit A), or a substantially
13 similar agreement, for the installation and maintenance of the totem poles and
14 accompanying storyboards.
15

16 **Section 3. Effective Date.** This resolution shall be effective immediately after its
17 adoption.
18

19 Adopted this _____ day of _____, 2022.
20

21
22 _____
Beth A. Weldon, Mayor

23 Attest:
24
25
26

27 _____
Elizabeth J. McEwen, Municipal Clerk
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Presented by: The Manager
Presented: 07/11/2022
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2992

A Resolution Authorizing the Manager to Convey an Access Easement across City Property to Secon, Inc., the Owner of Hidden Valley Subdivision, Tract A, Near Lemon Creek, and Repealing Resolution 2978.

WHEREAS, the City and Borough of Juneau owns HDK Subdivision, Lot 4 and RSH Subdivision II, Lot 2B; and

WHEREAS, Secon, Inc. (Secon) has an existing easement across this City and Borough of Juneau (CBJ) property that provides access to Secon property known as Hidden Valley Subdivision, Track A; and

WHEREAS, a new easement is necessary to improve the water quality of Lemon Creek by bypassing an area of Secon's existing easement that has been prone to slope failure and has been contributing to increased turbidity in Lemon Creek; and

WHEREAS, CBJ 53.09.300 authorizes the Manager to convey easements across CBJ land, upon approval of the Assembly by resolution; and

WHEREAS, the Lands, Housing and Economic Development Committee reviewed this request at the November 29, 2021 meeting and passed a motion of support to the Assembly for granting an access easement to Secon, Inc.

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

Section 1. Authorization. The Manager is authorized to convey an access easement, across HDK Subdivision, Lot 4, as generally shown in Exhibit A, subject to the terms and conditions established herein.

Section 2. Terms and Conditions.

(a) Term. The easements granted herein shall be perpetual, non-exclusive, and irrevocable, except as otherwise provided herein.

(b) Use. Use of the easement shall be for the sole purpose of providing access to Hidden Valley Subdivision, Track A.

(c) Non-exclusivity. The easement shall be non-exclusive. The CBJ may grant other overlapping easements.

(d) Permits. The grantee shall obtain all authorizations and permits necessary to construct utilities and any improvements.

(e) Construction and Maintenance. The grantee is responsible for construction and maintenance of any and all improvements.

(f) Purchase Price. The purchase price of this easement shall be the fair market value, which has been determined by the Manager to be \$9,500.00.

(g) Other Terms and Conditions. The CBJ Manager may include other terms and conditions deemed to be in the public interest.

Section 3. Repeal of Resolution. Resolution No. 2978 is repealed.

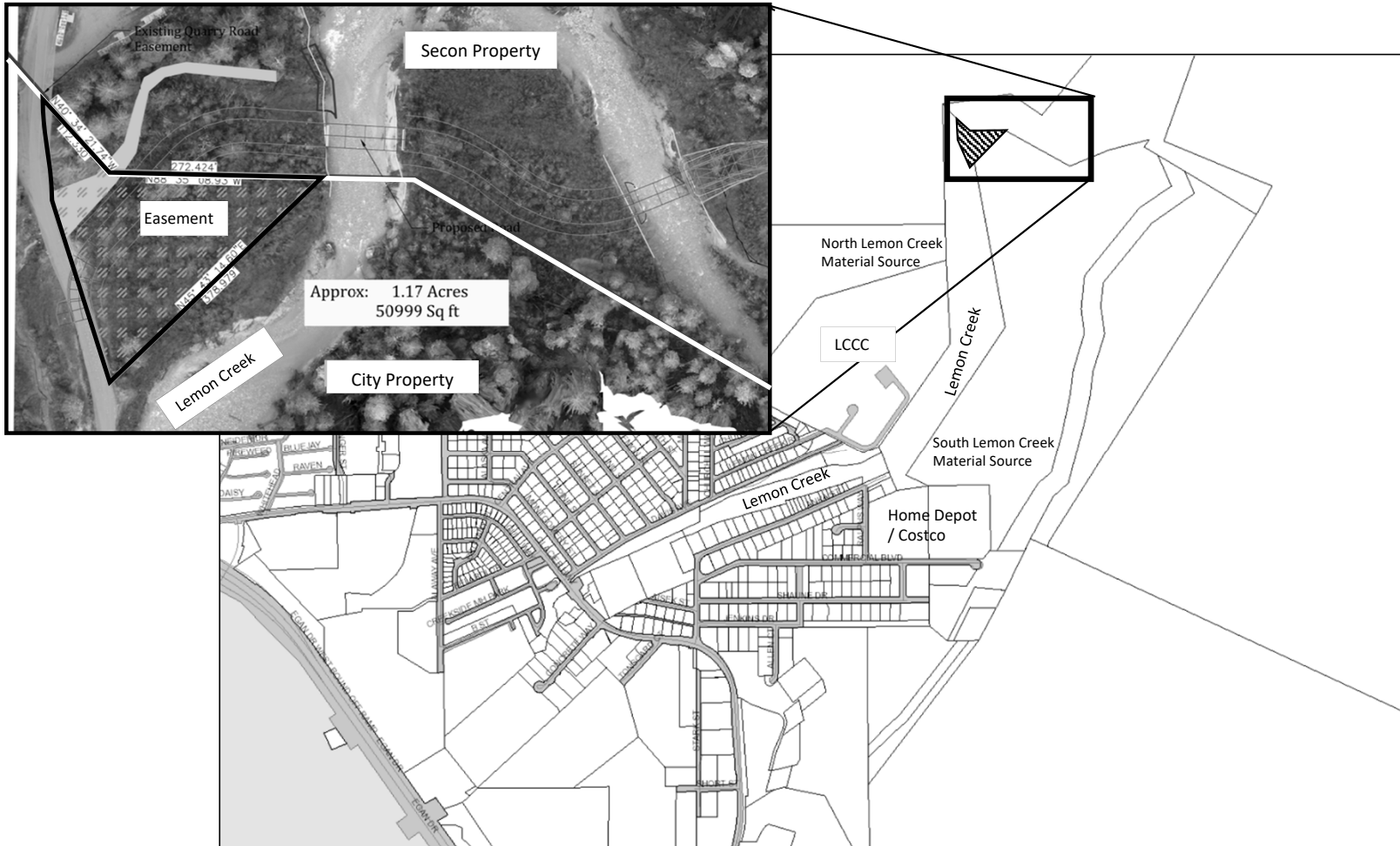
Section 4. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2022.

Attest:

Beth A. Weldon, Mayor

Elizabeth J. McEwen, Municipal Clerk



Presented by: The Manager
Presented: 07/11/2022
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2994

A Resolution Amending the Personnel Rules and Approving Economic Terms between the City and Borough of Juneau and Non-represented Employees for Fiscal Years 2023, 2024, and 2025.

WHEREAS, the City and Borough of Juneau proposes implementation of certain economic terms for non-represented employees of the City and Borough of Juneau; and

WHEREAS, Resolution 2991 (June 27, 2022) provided for an initial wage increase of 3% to the pay schedule in FY23; and

WHEREAS, MEBA labor negotiations have yielded a Tentative Agreement currently in the process of member ratification, which includes a 5.5% wage increase for FY23, a 2% wage increase for FY24, and a 2% increase for FY25; and

WHEREAS, to maintain equity in the workforce and to minimize future recruitment and retention concerns, the same wage increases should be provided for the non-represented employees of the City and Borough of Juneau; and

WHEREAS, Rule 18 of the City and Borough of Juneau Personnel Rules reflects the employer health insurance contribution rates and Appendix I of the Personnel Rules reflects the pay schedules for non-represented employees; and

WHEREAS, Rule 18 of the Personnel Rules reflects other language regarding the CBJ health benefits plan and the amount for shift differential pay for non-represented employees.

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

Section 1. The Assembly of the City and Borough of Juneau approves the following economic terms for non-represented employees, and hereby modifies the Personnel Rules to reflect the following:

- a. A total wage increase of 5.5% in FY23 (3% approved by Res. 2991 plus ~2.5%).
- b. A 2% wage increase for FY24.
- c. A 2% wage increase for FY25.

- d. An increase to the per employee monthly employer contribution for health insurance to the amount of \$1,533.00 in FY23.
- e. An increase to the per employee monthly employer contribution for health insurance to the amount of \$1,610.00 in FY24.
- f. An increase to the per employee monthly employer contribution for health insurance up to the amount of \$1,690.00 in FY25.
- g. Personnel Rule 18 is further amended to reflect the language changes in the attached Exhibit A.

Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

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; 2649, 2013, 2860, 2019)*

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~~ \$2.00 per hour; shift differential “B” is ~~\$2.00~~ \$2.50 per hour. *(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)*

Effective July 11, 2022 – Resolution 2994 – Exhibit A

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, ~~2019~~ 2022, the employer's contribution rate shall be ~~\$1,325.00~~ \$1,533.00 per month per full-time, eligible employee.

Effective July 1, ~~2020~~ 2023, the employer's contribution rate shall be up to ~~\$1,390.00~~ \$1,610.00 per month, per full time, eligible employee.

Effective July 1, ~~2021~~ 2024, the employer's contribution rate shall be up to ~~\$1,460.00~~ \$1,690.00 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.

Effective July 11, 2022 – Resolution 2994 – Exhibit A

(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 nine members designated union members and unrepresented employee members. ~~Three who are unrepresented employees, three from the Marine Engineers Beneficial Association, one from the IAFF, one from Bartlett Regional Hospital, and one administrative employee.~~ The Committee will meet at least quarterly to review progress of cost containment efforts, review the administrative company's performance and offer suggestions regarding other options concerning employee health insurance. The Committee will develop checks and balances on plan adjustments 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; 2860, 2019*)

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 1st 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.

Effective July 11, 2022 – Resolution 2994 – Exhibit A

(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.

Effective July 11, 2022 – Resolution 2994 – Exhibit A

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 \$10,000.00 in value for employee suggestions, in recognition of outstanding employee performance or service, or in conjunction with an established recruitment or retention program where there are significant demonstrated recruitment challenges. (*Res. No. 2370, 2006; 2839, 2018*)

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;

Effective July 11, 2022 – Resolution 2994 – Exhibit A

(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, or actual receipted fuel 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) Upon submission of actual receipted expenses, a reasonable per diem will be provided for lodging and meals while en route to Juneau. Upon arrival in Juneau, the employee may continue to claim per diem for lodging while seeking permanent housing. Per diem for lodging 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.

(c) Expenses incurred prior to a finalized relocation agreement will not be reimbursed. (*Res. No. 1670, 1993; 2339, 2005; 2370, 2006; 2622, 2012; 2740, 2016*)

Presented by: The Manager
Presented: 07/11/2022
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2995

A Resolution Ratifying the Labor Agreement between the City and Borough of Juneau and the Public Safety Employees Association, AFSCME Local 83, AFL-CIO, for Fiscal Years 2023, 2024, and 2025.

WHEREAS, the negotiating team representing the City and Borough of Juneau has reached a tentative agreement with the negotiating team representing the employees in the Public Safety Employee Association, AFSCME Local 83, AFL-CIO bargaining unit; and

WHEREAS, the union representing those bargaining unit employees has reported that such employees have ratified the terms of the tentative agreement; and

WHEREAS, CBJ 44.10.120 requires that the agreement be presented to the Assembly for ratification by resolution; and

WHEREAS, the negotiating teams have tentatively agreed to the following economic terms in addition to other agreement updates: 5.5% wage increases in FY23, 2% wage increases in FY24, 2% wage increases in FY25; increases to the employer contribution to health insurance of 5% in FY23 and FY24, and up to 5% in FY25; and premium pay incentives averaging about \$150,000 per year; and

WHEREAS, these terms and conditions of employment are in keeping with previous Assembly direction.

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

Section 1. Assembly Ratification. The Labor Agreement, valid for a three-year period beginning July 1, 2022, through June 30, 2025, between the City and Borough of Juneau and the Public Safety Employee Association, AFSCME Local 83, AFL-CIO, is amended in accordance with the tentative agreement and is hereby ratified by the Assembly.

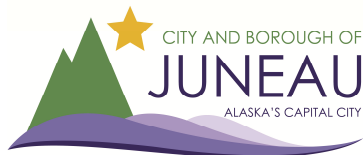
Section 2. Effective Date. This resolution shall be effective immediately after its adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



Department of Human Resources / Risk Management

155 Municipal Way Suite 101, Juneau, AK 99801

907-586-5250 <phone> 907-586-5392 <fax>

Email: Dallas.Hargrave@juneau.org

MEMORANDUM

Date: July 7, 2022

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Request for Ratification of PSEA Tentative Agreement

The City and Borough of Juneau and the Public Safety Employees Association (PSEA) reached tentative agreement on a three year collective bargaining agreement on June 22, 2022. The contract will take effect on July 1, 2022 and conclude on June 30, 2025.

The PSEA held a ratification vote on the new contract terms. The City and Borough of Juneau (CBJ) was informed by PSEA on July 1, 2022 that the membership voted to ratify the new collective bargaining agreement.

The tentative agreement contains substantive changes related to wages, health insurance, and premium pays. In addition, there were some operational changes which do not have a monetary impact or the monetary impacts are minor and can be managed within the budget. I have attached a summary sheet of changes for your review.

Economic Changes:

All economic terms will be effective no earlier than July 1, 2022.

Wages and Pay:

FY23: The parties agreed to a 5.5% general increase to the wage schedule in FY23 for all bargaining unit members. Additionally, the parties agreed to the addition of premium pays in the following manner:

Base Wage Adjustment pay enhancements—now capped at 6% per member, unless team leader, then 8% per member:

- Intermediate Police Certificate: 2%
- Advanced Police Certificate: 3%

While Performing Duties pay enhancement:

- Instructor: 3%

FY24: The wage schedule shall increase by 2% for all bargaining unit members. Additionally, the parties agreed to change the shift differential in the following manner:

- 4.5% of base wage for hours worked between 4:01 p.m. and midnight
- 6.5% of base wage for hours worked between 12:01 a.m. and 8:00 a.m.

FY25: The wage schedule shall increase by 2% for all bargaining unit members.

Health Insurance

FY23: The parties agreed to increase the employer contribution approximately 5% from \$1460 to \$1533 per full time eligible employee, per month.

FY24: The parties agreed to increase the employer contribution approximately 5% from \$1533 to \$1610 per full time eligible employee, per month.

FY25: The parties agreed to increase the employer contribution up to approximately 5% from \$1610 to up to \$1690 per full time eligible employee, per month.

Below is a summary of estimated costs of the changes related to wages and health insurance:

PSEA				
% Wage Increases	FY23	FY24	FY25	3-Yr Total
All members	5.5%	2.0%	2.0%	9.5%
Annual Cost Increases	FY23	FY24	FY25	3-Yr Total
Wages	\$551,090	\$211,418	\$215,647	\$978,155
Health Insurance	\$73,406	\$77,077	\$80,931	\$231,414
Premium pays	\$130,000	\$30,000	\$0	\$160,000
Total	\$754,496	\$318,495	\$296,578	\$1,369,569

Operational Changes:

There were operational changes that involved incorporating language from previously agreed upon letters of agreement and operational changes outlined in the attachment.

Conclusion:

Overall contract negotiations were constructive. Table talks proceeded smoothly with both parties discussing issues and resolving problems. Eventually, a federal mediator spent a day with the parties to assist in reaching agreement on the final economic terms. Police Chief Ed Mercer, Deputy Police Chief David Campbell, Administrative Officer II Jessica Paskowski and Human Resources Manager Shannon McCain participated on the bargaining team.

Request for Action:

The overall financial package is in line with previous briefings to the Assembly. We respectfully request that the Assembly approve the terms of this contract.

PSEA/CBJ Contract Negotiations

Tentative Agreement Summary of Major Changes

Effective July 1, 2022 through June 30, 2025

Article	Language Impact						
Article 6 – Leave	6.1 Housekeeping change to indicate that this leave accrual rates applies to workweeks of 40 hours or more. 6.9 Clarification that a member may take up to two work weeks of unscheduled leave because of the death of an immediate family member. 6.13 Clarification that Jury Leave may only be used to make a member whole for a workweek. 6.22 Clarification that Parent/Teacher Conference Leave may only be used to make a member whole for a workweek. 6.23 Addition of Civilian Investigators to the list of job classes eligible for injury leave. 6.25 Incorporating a letter of agreement indicating that Dispatchers can participate in shift trades.						
Article 7 – Relief Periods and Lunch Breaks	7.1 Language clarifying that when a member, whose work schedule prohibits relief or refreshment during their shift, works over 8 hours, they are eligible for an additional 15 minute break for each 4 hours worked above 8 hours. 7.2 In order to clarify current practice, including Civilian Investigators in C) regarding thirty minute lunch breaks.						
Article 8 – Pay Rates and Pay Days	8.1 Pay Schedule: Increases to the pay schedules as described below: <table><tr><td>FY23</td><td>FY24</td><td>FY25</td></tr><tr><td>5.5%</td><td>2%</td><td>2%.</td></tr></table> 8.1 Incorporating these changes: E) Clarification that leave taken cannot be used to determine overtime eligibility.	FY23	FY24	FY25	5.5%	2%	2%.
FY23	FY24	FY25					
5.5%	2%	2%.					

	G) Change in language regarding when a member is eligible for double time pay, so it is more clear. 8.5 Clarification that the Chief may grant administrative leave to make a member whole when returning from the Police Academy. 8.8 Clarification that when a member is called back under Article 8.9, then Standby Pay will decrease. 8.11 Sixth and Seventh Day Premium Pay: Change in language so that premium pay will continue until the member is afforded 24 consecutive hours off work, and associate language changes. 8.14 Remove the Master Civilian program due to lack of participation. 8.15 Pay Enhancements: Base Wage Adjustment pay enhancements—now capped at 6% per member, unless team leader, then 8% per member: • Intermediate Police Certificate: 2% • Advanced Police Certificate: 3% While Performing Duties pay enhancement: • Instructor: 3% Additional language defining Intermediate and Advanced Certificate pay and how a member can qualify and language defining Instructor pay. 8.19 Changing payday language to reflect current practices. 8.21 Clarification that compensation for taking phone calls while off duty also applies to when on standby. 8.22 In the second year of the contract, Shift Differential changed to:
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CBJ/PSEA Tentative Agreement Summary of Major Changes
July 7, 2022

	• 4.5% of base wage for hours worked between 4:01 p.m. and midnight • 6.5% of base wage for hours worked between 12:01 a.m. and 8:00 a.m. 8.26 Adding a longevity bonus payment option at 20 years of service for tier 4 PERS employees.
Article 9 – Uniforms, Property, and Equipment	9.5 Clarification that soft body armor shall be turned in when employee leaves employment or gets replacement equipment.
Article 11– Health Insurance and Employee Wellness	11.1 updates: FY23: Employer contribution is increased from \$1460 to \$1533, approximately 5% FY24: Employer contribution is increased to \$1610, approximately 5%. FY25: Employer contribution is increased up to \$1690, approximately 5%. Removal of the language that the employer shall cover the full premium contribution for the employee only economy plan. 11.10 new language that provides PSEA the option of leaving the CBJ health plan and converting to the union health trust in FY24 and the manner of conversion if PSEA elects to change health plans.
Article 12– Travel	12.2 update of language regarding pay while in travel status so that a member is paid the same for travel regardless of the shift assigned.
Article 17 – Employee Rights and Responsibilities	17.1 additional language about providing copies of the notice of allegations to the PSEA Business Agent after the member has been notified about a meeting.
Article 25 – Duration of Agreement	Three-year agreement.

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY AND BOROUGH OF JUNEAU, ALASKA

and

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.

July 1, 2022 - June 30, 2025

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY AND BOROUGH OF JUNEAU, ALASKA

and the

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.

July 1, 2022 - June 30, 2025

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CBJ Personnel Rules: juneau.org/human-resources/personnel-rules

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, Civilian Investigators, Public Safety Dispatchers, Lead Public Safety Dispatchers, Reserve Public Safety Dispatchers, Call Takers, 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 MEMBERSHIP, DUES, AND ACTIVITIES

5.1 – Association Membership

Employees covered by this agreement may voluntarily elect to become members of the Association. The Association may charge non Association Members a fee for representation, such as in disciplinary investigations and grievances, for those matters unrelated to the negotiation of this Agreement.

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 Reserve Public Safety 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 if those employees elect to become Association members.

- A. Association dues or a service fee may not be required for 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.
- B. Paid Reserve Officers appointed under the terms of 5 PR 020(a)(3) shall pay association dues or a service fee of 1.72% of gross wages per pay period not to exceed the established rate if those employees elect to become Association members.

- C. Reserve Public Safety Dispatchers appointed under the terms of 5 PF 020(a)(3) shall pay association dues or a service fee of 1.22% per pay period not to exceed the established rate if those employees elect to become Association members.

5.3 – Payroll Deductions

The Employer shall make all appropriate deductions, including Association dues, fees or assessments 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.

5.4 – 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.

5.5 – 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.

5.6 – 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.

5.7 – 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.

5.8 – 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.

5.9 – 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. Nothing requires any new Employee to attend such an orientation.

ARTICLE 6

LEAVE

6.1 – Accrual Rates for 40-Hour or more Workweek

All permanent and probationary Members assigned to a forty (40)-hour or more 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 – Accrual Rates for 37.5-Hour Workweek

All permanent and probationary Members assigned to a thirty-seven and one-half hour (37.5) 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, 6.1 hours leave accrual for each full biweekly period of duty;
- B) for Members with one, but less than two years of service, 7 hours leave accrual for each full biweekly period of duty;
- C) for Members with two, but less than five years of service, 7.8 hours leave accrual for each full biweekly period of duty;
- D) for Members with five, but less than ten years of service, 8.7 hours leave accrual for each full biweekly period of duty; and
- E) for Members with ten or more years of service, 10.4 hours leave accrual for each full biweekly period of duty.

Accrual Rates for less than 37.5 hour Workweek

Leave accrual for part-time employees and other employees not assigned to a 37.5-hour workweek shall accrue leave on a pro-rated basis according to the number of hours worked.

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 and 6.2 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 by December 31 of each year.
- 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 or 225 hours for Members assigned to a 37.5-hour per week schedule. Members assigned to a work schedule of less than thirty-seven and one-half (37.5) 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 January 1st of each year. 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 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 Member may take up to the equivalent two work weeks 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. Jury leave shall only be granted to make a Member whole for the workweek.
- 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. Requests for absences relating to Association training shall be made as early as possible, with at least fourteen (14) days notice.
- 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. Parent/Teacher Conference Leave shall only be granted to make a Member whole for the workweek.

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, Civilian Investigators 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 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 Reserve Public Safety Dispatchers

The provisions of Article 6 do not apply to Paid Reserve Officers or Reserve Public Safety Dispatchers.

6.25 Shift Trades

Sworn and Dispatch Members shall be allowed to substitute scheduled work hours with other Sworn and dispatch Members of the same job classification 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. Members who work over eight (8) hours, whose work schedule prohibits relief or refreshment during their shift, shall be allowed one relief break not to exceed fifteen (15) minutes for each four (4) hour increment worked over eight (8) hours.

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, Civilian Investigators 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 on the first pay period on or after July 1, 2022, the pay scales for all Members in effect on June 30, 2022 shall be increased by 5.5%.
 2. Effective on the first pay period on or after July 1, 2023, the pay scales for all Members in effect on June 30, 2023 shall be increased by 2.0%.
 3. Effective on the first full pay period on or after July 1, 2024, the pay scales in effect for all Members on June 30, 2024 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 shall be paid in the following manner.
1. All hours worked by Sworn Members (who are assigned to a shift other than 12 hours) in excess of 40 hours in a 7-day FLSA period, excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay.
 2. Sworn members who are assigned to work 12-hour shifts shall be paid the overtime rate of pay for all hours worked in excess of 84 hours in a 14-day FLSA period, excluding those hours already paid at the overtime rate of pay.
 3. When a Sworn Member is temporarily assigned to a different schedule mid pay period, the 7-day or 14-day FLSA cycle does not change during the pay period.
- E)** Show up compensation, standby duty, and any leave taken under Article 6 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)** All time worked in excess of 16 hours in a 24-hour period shall be compensated at twice the Member's regular rate of pay. Double time compensation shall continue until the Member is afforded an eight hour break from duty.
- H)** If unusual circumstances cause Sworn Member to work for a period of time such that the Sworn Member is unable to achieve sufficient rest before the start of a scheduled shift, the Chief or the Chief's designee is authorized to grant the Sworn Member up to 8 hours of administrative leave so that the Sworn Member receives sufficient rest before reporting to work. Leave will only be granted to make a Sworn Member whole for the shift and shall not count toward the overtime threshold nor be paid at the overtime rate. Sufficient rest is generally defined as 8 hours away from work.
- I)** Section 8.4 does not apply to Members attending the Police Academy for their initial officer training, beginning on the day of arrival at the Academy.

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. Administrative leave may be granted by the Chief to make the officer's paycheck whole for the pay period.
- 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, or moving to a different job classification with a higher starting wage than the current job classification, Members will be placed at a step in the higher pay range that is not less than the rate provided by a two-step increase at the lower pay range.

When a Member is promoted within the job class series to Lead Dispatcher, Lead Community Service Officer, Records Supervisor, Evidence and Property Specialist 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 four dollars (\$4.00) for each hour of standby duty. If called back to duty in accordance with Article 8.9, 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 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 one and one half (1 1/2) times the Member's regular rate of pay for all work until the Member is afforded 24 consecutive hours off.
- D) Scheduled work under this section 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.
- F) Members who request to work on days that qualify under this section for their convenience, and gain supervisory approval, will be allowed to work if the member waives the premium due under this section. In no situation can a member waive overtime that is otherwise due under Article 8.4 (C) and (D).

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 an additional 5% of base wage 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 an additional 5% of base wage 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 an additional 5% of base wage per hour in addition to the Community Service Officer's rate of pay for each hour of the assignment.
- D) If the Member has met the FLSA threshold, the differential in 8.12 shall be paid at the overtime rate of pay.

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 an additional 5% of base wage 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 an additional 5% of base wage 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 an additional 5% of base wage 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 a majority 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) If the Member has met the FLSA threshold, the differential in 8.13 shall be paid at the overtime rate of pay.

8.14 – (Reserved)

8.15 Pay Enhancements

- A) Base Wage Adjustment: Sworn Members who assigned to be members of the following specialty teams or unit shall receive the following pay enhancements above their base wage:
 - 1. SWAT: 3%
 - 2. EOD: 3%
 - 3. CNT: 3%

4. JMART: 3%
 5. Team Leader of SWAT, EOD, CNT, or JMART: an additional 2%
 6. Intermediate Police Certificate: 2% (see Article 8.15(E))
 7. Advanced Police Certificate: 3% (see Article 8.15(E))
- B) While Performing Duties: Members who are assigned the following temporary duties shall receive the following pay enhancements above their base wage during the time that the sworn Member is performing the duties:
1. FTO / CTO: 5% (see Article 8.12)
 2. OIC: 5% (see Article 8.13(A))
 3. DRE: 3%
 4. Instructor: 3% (see Article 8.15(F))
- C) Base wage adjustment pay enhancements under (A) of this section shall not exceed 6% per sworn Members, unless the sworn Member is the team leader, then the pay enhancement shall not exceed 8% per sworn Member. While performing duties pay enhancements under (B) of this section shall not exceed 5% per Member.
- D) Sworn Members shall be assigned in writing to the special teams or units and duty assignments in this section in a manner designated by the employer. Members shall be assigned while performing duties assignments in this section in a manner designated by the employer.
- E) Sworn Members who have obtained an Alaska Police Standards Council Intermediate Police Certificate or Advanced Police Certificate must also be approved for and actively participating in one other ancillary assignment, not including assignments already receiving a base wage adjustment under (A) of this section, in a manner designated by the employer in order to qualify for the police certificate pay enhancement under this section. A Sworn Member who is eligible for the Advanced Police Certificate adjustment shall not be eligible for the Intermediate Police Certificate adjustment. A Sworn Member must submit a request for Intermediate Police Certificate or Advanced Police Certificate pay enhancement in a manner provided by the employer. The effective date for the Intermediate Police Certificate or Advanced Police Certificate pay enhancement shall be effective at the beginning of the pay period following the approval of the for the pay enhancement by the employer.
- F) Instructor Premium Pay under (B) of this section will be paid to the primary instructor in a formal training environment for other employees in the department as an additional assignment to their regular duties. Instructor premium pay does not apply for course preparation time, on the job training, or any other activity associated with field training programs.

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 last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled 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. If a member works less than a full day, the holiday credit will be equal to the number of hours worked up to a maximum of 8 hours.
- D)** If a holiday falls on a permanent/probationary or long term temporary member's day off, an alternate day within the week preceding or following the holiday as designated by the department director is the member's holiday. If circumstances in the department exist such that an alternative day is not available, the member may bank the holiday pay or have it paid out.
- E)** All regular hours worked on a shift that starts 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)** Part time members whose work schedule is less than 37.5 hours shall receive holiday pay that is based on the average number of hours worked per week over the 10 weeks 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, call back or show up pay shall not be included.
- 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 defined in 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. When payday is a recognized holiday, then that payday shall be the last business day prior to the holiday. The employer shall provide for automatic payroll deposit to a financial institution.

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 or on standby

- 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.

Under section A, the amount will change from \$1.50 per hour to 4.5% per hour of the Members base wage starting the first full pay period after 7/1/2023. Under section B, the amount will change from \$2.50 per hour to 6.5% per hour of the Members base wage starting the first full pay period after 7/1/2023.

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.

D) If the Member has met the FLSA threshold, the differential in 8.21 shall be paid at the overtime rate of pay.

8.23 Canine Handlers

An officer assigned to canine duties will be provided with time for training and exercise during the officer's regularly scheduled shift. The officer will be compensated for six (6) hours per workweek for off-duty care including weekends, holidays, and leave days, provided the canine is in the officer's care.

8.24 Compensation for working a Grant/Billable Detail

The following conditions apply to a sworn member assigned to work grant and/or billable work details. The qualifying events/grants include Juneau Lions Club Gold Medal Basketball Tournament, State of Alaska "Click it or Ticket" seatbelt enforcement grant, and the USDA Forest Service patrol grant. The Chief may at his sole discretion add additional qualifying events/grants.

A) Actual hours worked during the events/grant assignments will be paid at 1.5 times the regular rate of the member's pay regardless of whether the member has met the FLSA threshold for the applicable period.

B) Hours worked during a grant/event detail listed above (paid at 1.5 times the regular rate of pay) shall not count towards meeting the FLSA threshold per Article 8.4D.

- C) No member shall be eligible to work the event/grant detail on any day he or she uses personal leave to cover a regularly schedule shift.

8.25 Show-up Pay

A Member who is directed to scheduled work during the Member's non-regular duty hours shall be paid for a minimum of two (2) hours, at the appropriate rate of pay. A member may waive this provision upon mutual agreement with their supervisor.

Show-up pay does not apply to unscheduled holdover situations.

8.26 Longevity Bonus

A Sworn Officer may elect to enter into an agreement to receive a lump sum payment of \$10,000 upon reaching four (4), eight (8), twelve (12), sixteen (16), and twenty (20) years of service as a Sworn Officer with the employer. Only Sworn Officers in PERS Tier 4 shall be eligible for the twenty (20) year lump sum payment. Upon reaching the longevity milestone, the employee has one month to elect the longevity bonus and sign a written agreement on an employer provided form requiring pro-rated repayment according to the schedule set forth in this section if the employee voluntarily ends service in less than four (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:

- (a) 100% if service is less than 12 months;
- (b) 75% if service is 12 months or greater but less than 24 months;
- (c) 50% if service is 24 months or greater but less than 36 months
- (d) 25% if service is 36 months or greater but less than 48 months.

If the employee does not sign a written agreement within one month of reaching the milestone, the opportunity to receive the longevity bonus for that milestone is no longer available. Once an employee earns a longevity bonus, they will no longer be available for the same milestone longevity bonus in the future.

8.27 Acting Status at a Higher Level

Acting status requires advance notice and authorization from the Chief or the Chief's designee prior to acting in a higher level.

- A) When a Member receives such 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.
- B) When a Member receives such 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

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 Officer/PRO	Community Service Officers	Civilian Investigator
Class A Shirt	1	1	
Class A Pant	1	1	
Class B Shirt	4	4	4
Class B Pant	3	3	3
Tie	1		
Class A Hat	1	1	
Coat	1	1	1
Coveralls	as needed	1	
Sam Browne Belt	1		
Belt, Uniform	1	1	
Gun Holster*	1*		
TASER Holster	1		
OC Spray Holster	1	1	1
Magazine Holder*	1*		
Handcuffs	2		
Cuff Case(s)	1 or 2		
Cuff Keys	1		
Baton with Holder	1		
Badge, Breast	1		1
Badge, Flat (at 2 yrs service)	1		
Badge, Hat	1		
Document Holder	1	1	
ID Card	1	1	
Name Tag	2	2	
Tie Bar or Tie Tack	1	1	
Citation Holder	1	1	
Handgun	1		
Magazine	3		
Soft Body Armor, Type III-A	1	1	1
Glove Pouch	1	1	1

*Gun holster and magazine holders will be replaced at the discretion of the Police Chief.

** The number of cuff cases provided depends on whether the Member elects to carry their second set of cuffs in a case of the external soft body armor carrier.

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 assignment to a unit where the detective uniform is authorized, and every year thereafter, the Member will be issued three detective uniforms in lieu of the Class B uniform issued to officers.

9.3 – Equipment Allowance

A) Sworn officers, CSOs, and civilian investigators required to maintain a uniform are paid an equipment allowance of fifty dollars (\$50.00) per pay period. The equipment allowance will be included within the paycheck for the pay period. Paid Reserve Officers do not qualify for an equipment 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

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 sworn 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, CSO and civilian investigator 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 and the armor shall be turned in when the employee separates and/or the armor is replaced.

B) No Sworn Member, CSO, or Civilian Investigator 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 sworn 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%
Class A Shirt	< 1 year	1-3 years	> 3 years
Class A Pant	< 1 year	1-3 years	> 3 years
Class B Shirt	<6 months	6-12 months	>12 months
Class B Pant	<6 months	6-12 months	>12 months
Tie	< 1 year	1-3 years	> 3 years
Class A Hat	< 2 years	2 – 5 years	> 5 years
Coat	< 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
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

ITEM	100%	50%	0%
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, K9 Handler, 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 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 – 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.

10.8 – Training for Reserve Public Safety Dispatchers

The provisions of Article 10 do not apply to Reserve Public Safety Dispatchers except as provided in this section. Reserve Public Safety 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 Reserve Public Safety Dispatchers to attend required trainings. Reserve Public Safety Dispatchers may attend other trainings on a voluntary basis.

ARTICLE 11

HEALTH INSURANCE AND EMPLOYEE WELLNESS

11.1 – Plan of Benefits and Employer Contribution

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

(1) Effective July 1, 2022, the employer's contribution rate shall be \$1533.00 per month per full-time, eligible employee.

(2) Effective July 1, 2023, the employer's contribution rate shall be \$1610.00 per month per full-time, eligible employee.

(3) Effective July 1, 2024, the employer's contribution rate shall be up to \$1690.00 per month per full time, eligible employee.

(4) Eligible employees who work less than 37.5 hours per week shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost.

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

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

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, Civilian Investigator 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, Civilian Investigators, 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 – 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.

11.4 – Wellness Program Funding

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

11.5 – Paid Reserve Officers and Reserve Public Safety Dispatchers

The provisions of Article 11 do not apply to Paid Reserve Officers or Reserve Public Safety Dispatchers.

11.6 – Benefit Levels

(A) The eligibility of the members and their dependents for coverage and the precise benefits to be provided shall be as set forth a tiered insurance benefit plan written and maintained by the City and Borough for that purpose.

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

11.7 – Termination of Benefits

(A) When an employee goes into Leave Without Pay or leaves employment due to termination, resignation or lay off, health insurance coverage ends at 12:01 a.m. on the day following the last day of pay status.

(B) When an employee is on Leave Without Pay while on Family/Medical leave, the provisions of the Family/Medical Leave policy apply and the employee pays the contribution amount the same as if they were working.

11.8 – Health Benefits Evaluation Committee

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

11.9 – Personnel Rules Replaced

This Article replaces 18 PR 027 of the Personnel Rules.

11.10 – Option to Convert to Union Health Trust The parties agree that the Union has the option to convert from the Employer sponsored plan to the Union health trust for all bargaining unit members on July 1, 2023, provided that the Union provide written notice to the Employer of this conversion prior to March 1, 2023. If the Union does not provide notice to convert members to the Union health trust prior to March 1, 2023, then the Members shall remain on the Employer sponsored plan for the term of this agreement. If the Union opts to convert to the Union health trust, the employer contributions shall become the amount necessary for the Member to participate in the Union health trust, but shall never be more than the employer contributions in section 11.1 of this agreement. If the Union opts to convert members to the Union health trust, any conversion costs shall be covered by the Union.

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 a Member travels on his or her regularly scheduled time off, the member shall be compensated for time in travel status. A member shall only be paid while in travel status for up to a maximum of the Member's current daily scheduled work hours. 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.
- D) The Chief or his/her designee may grant paid administrative leave to a member to make the member whole for the pay period if travel causes a member to be short regular hours. This provision shall not apply to members who take personal travel in conjunction with business travel.

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 or Union shall have the right to call a meeting of the Safety Committee and when doing so, shall provide a tentative list of topics. The Committee shall meet upon reasonable notice. 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.

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 unless doing so would interfere with a criminal investigation. 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 unless doing so would interfere with a criminal investigation. 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 when a Member reasonably believes that answering questions could result in discipline. Once a date has been set for an interview and the Member has been notified, notice of the allegations will be emailed to the Business Agent of the Organization. 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 – 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.

17.4 – Employee Evaluation

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.

17.5 – 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.

17.6 – 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
Call Taker
 - c) Community Service Officer Supervisor

Community Service Officer**d) Property and Evidence Specialist
Evidence Technician**

- 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.
- 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.

17.7 - 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.

17.8 – 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 17.6 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 17.6, 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 17.6.
- 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 requests a work assignment, it will be assigned to the member with the earliest appointment date as a Paid Reserve Officer.

18.7 – Reserve Public Safety Dispatchers

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

ARTICLE 19**PERSONNEL RULES****19.1 – Application**

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

Those Personnel Rules not within the scope of bargainable issues may be changed during the course of this agreement at management's sole discretion.

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.
 - 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) "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 published. The Employer shall be responsible for publishing the agreement online.

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 on July 1, 2022, and shall remain in effect through June 30, 2025. 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, 2024 and September 15, 2024
- 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.

July 1, 2022 – June 30, 2025 PSEA Collective Bargaining Agreement

This Agreement is executed this 22nd day of July, 2019 by the duly authorized agents and representatives of the parties hereto at Juneau, Alaska. (*Signature page to be updated after ratification*)

PUBLIC SAFETY EMPLOYEES
ASSOCIATION

THE CITY AND BOROUGH
OF JUNEAU, ALASKA

Signature on file
Charisse Millett
Executive Director

Signature on file
Duncan Rorie Watt
City Manager

THE CITY AND BOROUGH OF JUNEAU, ALASKA
NEGOTIATING TEAM

Signature on file
Dallas Hargrave
Human Resources Director
Chiefspokesperson

Signature on file
Ed Mercer
Chief of Police

Signature on file
David Campbell
Deputy Police Chief

Signature on file
Shannon McCain
Negotiator/Note taker

Signature on file
Jessica Paskowski
Negotiator

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.
NEGOTIATING TEAM

Signature on file
Sterling Salisbury
President

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 to 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” (To be updated after ratification)**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.

Personnel Rule	Topic	Effect on Agreement	Contract Provision
Rule 1	Position Classification	Entire Rule applies	
Rule 2	Recruitment	Entire Rule applies	
Rule 3	Examination	Entire Rule applies	
Rule 4	Selection	Entire Rule applies	
Rule 5	Appointments	Entire Rules applies with the exception of 5 PR 015(a) and (d), 5 PR 021 and 5 PR 045	
Rule 6	Probationary Periods	Entire Rule applies+	17.3
Rule 7	Hours of Work & Holidays		
7 PR 005	Scheduling Hours of Work	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	8.18
Rule 8	Performance Evaluations	Entire Rule applies	
Rule 9	Training		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Does not Apply	
9 PR 020	Training Reimbursement		
9 PR 020 (a)(1)	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	
Rule 10	Pay		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies	
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Replaced by Contract	8.6
10 PR 045	Pay Range Increase	Applies	

July 1, 2022 – June 30, 2025 PSEA Collective Bargaining Agreement

Personnel Rule	Topic	Effect on Agreement	Contract Provision
10 PR 050	Involuntary Demotion	Applies	
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, 8.14, 8.15
10 PR 097	Temporary Supervision Pay	Replaced by Contract	8.12, 8.13,
10 PR 098	Acting in a Higher Range Pay	Does not Apply	8.13, 8.14, 8.27
10 PR 098(b)	Overtime Compensation for Acting in a Higher Range	Applies	
10 PR 100	Shift Differentials	Replaced by Contract.	8.22
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	
Rule 11	Leave		
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 016	Reserved	N/A	
11 PR 017	Reserved	N/A	
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	Applies +	6.21

Personnel Rule	Topic	Effect on Agreement	Contract Provision
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
11 PR 095	Military leave with Pay	Applies	See 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
Rule 12	Resignation, Nondisciplinary Separation and Voluntary Demotion	Entire Rule Applies	
Rule 13	Disciplinary Actions	Entire Rule Applies	
Rule 14	Reduction in Work Force	Replaced by Contract classifications contained solely in the BU. For classifications occurring in other departments, the entirety of Rule 14 applies.	17.6
Rule 15	Grievance and Appeal Procedure	Replaced by Contract	Article 16
Rule 16	Standards of Conduct	Entire Rule Applies	
Rule 17	General Provisions		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 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
Rule 18	Compensation and Reimbursements		
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.	8.21
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
18 PR 027	Health Benefits and Employee Wellness	Replaced by Contract	Article 11

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

Applies = Personnel Rule applies in total

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

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

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

APPENDIX “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 *(to be updated after ratification)*

	Effective July 8, 2019 6%, 3%, 2%	STEPS												
		A	B	C	D	E	F	J	K	L	M	N	O	P
		1	2	3	4	5	6	7	8	9	10	11	12	13
CSO	450	26.64	27.58	28.54	29.53	30.55	31.63	32.90	34.21	35.58	37.03	38.50	40.04	41.64
Supervisory CSO	455	30.38	31.48	32.55	33.81	34.86	36.12	37.56	39.06	40.61	42.27	43.96	45.72	47.54
Police Officer/Paid Reserve Officer	461	32.60	33.74	34.93	36.13	37.40	38.71	40.25	41.86	43.54	45.29	47.10	48.99	50.94
Police Sergeant	471	37.19	38.51	39.85	41.25	42.67	44.19	45.95	47.80	49.69	51.70	53.76	55.91	58.15
Admin Assist I	510	20.51	21.19	21.90	22.61	23.37	24.16	24.67	25.24	25.78	26.35	27.40	28.50	29.64
Evidence/Property Technician-Call Taker	511	21.90	22.61	23.37	24.16	24.96	25.78	26.35	26.92	27.52	28.12	29.25	30.41	31.63
Admin Assist II	512	23.37	24.16	24.96	25.78	26.63	27.52	28.12	28.74	29.38	30.01	31.21	32.45	33.76
Admin Assist III Evidence/Property Specialist	514	26.63	27.52	28.42	29.38	30.34	31.37	32.05	32.76	33.46	34.20	35.57	36.99	38.47
Investigations Support Specialist	531	22.94	23.74	24.58	25.43	26.32	27.23	28.31	29.46	30.64	31.86	33.13	34.46	35.84
Dispatcher	541	26.18	27.09	28.04	29.02	30.06	31.08	32.34	33.63	34.97	36.37	37.83	39.34	40.91
Lead Dispatcher	551	27.86	28.84	29.75	30.88	31.97	33.08	34.41	35.76	37.21	38.71	40.25	41.86	43.54
Civilian Investigator	561	28.50	29.51	30.53	31.60	32.69	33.85	35.20	36.61	38.07	39.62	41.20	42.84	44.56

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 27.3% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.
--------------------	---

July 1, 2022 – June 30, 2025 PSEA Collective Bargaining Agreement

Effective July 6, 2020	STEPS														
	1%	GRADE	A	B	C	D	E	F	J	K	L	M	N	O	P
			1	2	3	4	5	6	7	8	9	10	11	12	13
CSO	450		26.90	27.86	28.82	29.83	30.86	31.95	33.23	34.56	35.94	37.40	38.89	40.44	42.06
Supervisory CSO	455		30.69	31.79	32.87	34.15	35.21	36.48	37.93	39.45	41.02	42.69	44.39	46.17	48.02
Police Officer/Paid Reserve Officer	461		32.93	34.07	35.28	36.49	37.77	39.10	40.66	42.28	43.97	45.75	47.57	49.48	51.45
Police Sergeant	471		37.56	38.90	40.24	41.66	43.09	44.63	46.41	48.27	50.19	52.22	54.30	56.47	58.73
Admin Assist I	510		20.72	21.40	22.12	22.84	23.60	24.41	24.92	25.49	26.03	26.61	27.67	28.79	29.94
Evidence/Pro perty Technician- Call Taker	511		22.12	22.84	23.60	24.41	25.21	26.03	26.61	27.19	27.79	28.40	29.54	30.72	31.95
Admin Assist II	512		23.60	24.41	25.21	26.03	26.89	27.79	28.40	29.02	29.68	30.31	31.52	32.78	34.09
Admin Assist III Evidence/Pro perty Specialist	514		26.89	27.79	28.70	29.68	30.64	31.68	32.37	33.09	33.79	34.54	35.93	37.36	38.85
Investigation s Support Specialist	531		23.17	23.98	24.82	25.68	26.58	27.50	28.60	29.75	30.94	32.18	33.46	34.80	36.20
Dispatcher	541		26.44	27.36	28.32	29.31	30.36	31.39	32.66	33.96	35.32	36.73	38.21	39.73	41.32
Lead Dispatcher	551		28.14	29.13	30.05	31.19	32.29	33.41	34.75	36.12	37.58	39.09	40.65	42.28	43.97
Civilian Investigator	561		28.79	29.81	30.84	31.92	33.02	34.19	35.55	36.97	38.45	40.01	41.61	43.27	45.00

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 27.3% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.
--------------------	---

July 1, 2022 – June 30, 2025 PSEA Collective Bargaining Agreement

Effective July 5, 2021		STEPS												
1%	G R A D E	A	B	C	D	E	F	J	K	L	M	N	O	P
		1	2	3	4	5	6	7	8	9	10	11	12	13
CSO	450	27.17	28.14	29.11	30.13	31.17	32.27	33.56	34.90	36.30	37.77	39.27	40.84	42.48
Supervisory CSO	455	30.99	32.11	33.20	34.49	35.56	36.85	38.31	39.85	41.43	43.12	44.84	46.64	48.50
Police Officer/Paid Reserve Officer	461	33.25	34.41	35.63	36.85	38.15	39.49	41.06	42.70	44.41	46.20	48.05	49.97	51.96
Police Sergeant	471	37.93	39.28	40.65	42.07	43.53	45.08	46.88	48.76	50.69	52.74	54.84	57.04	59.32
Admin Assist I	510	20.93	21.62	22.34	23.07	23.84	24.65	25.17	25.74	26.29	26.88	27.95	29.08	30.24
Evidence/Property Technician-Call Taker	511	22.34	23.07	23.84	24.65	25.46	26.29	26.88	27.46	28.07	28.69	29.83	31.03	32.27
Admin Assist II	512	23.84	24.65	25.46	26.29	27.16	28.07	28.69	29.32	29.98	30.61	31.84	33.10	34.44
Admin Assist III Evidence/Property Specialist	514	27.16	28.07	28.99	29.98	30.95	32.00	32.69	33.42	34.13	34.89	36.29	37.74	39.24
Investigations Support Specialist	531	23.40	24.22	25.07	25.94	26.85	27.78	28.88	30.05	31.25	32.50	33.80	35.15	36.56
Dispatcher	541	26.71	27.63	28.61	29.60	30.66	31.70	32.99	34.30	35.67	37.10	38.59	40.13	41.74
Lead Dispatcher	551	28.42	29.42	30.35	31.50	32.61	33.75	35.10	36.48	37.95	39.48	41.06	42.70	44.41
Civilian Investigator	561	29.07	30.10	31.15	32.24	33.35	34.53	35.91	37.34	38.84	40.41	42.02	43.70	45.45
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 27.3% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.													

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Presented by: The Manager
Presented: 07/11/2022
Drafted by: R. Palmer III

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2996

A Resolution Ratifying the Labor Agreement between the City and Borough and the Marine Engineers Beneficial Association for Fiscal Years 2023, 2024, and 2025.

WHEREAS, the negotiating team representing the City and Borough of Juneau has reached a tentative agreement with the negotiating team representing the employees in the Marine Engineers Beneficial Association (AFL-CIO), in the Southeast Alaska General Government Unit Number 1; and

WHEREAS, the representative of the employees in the Marine Engineers Beneficial Association intends on notifying the CBJ Human Resources and Risk Management Director, Dallas Hargrave, whether the members ratify the agreement by July 20, 2022, which would be the last date to modify employment terms for pay period that began on July 4, 2022; and

WHEREAS, CBJ 44.10.120 requires that the agreement be presented to the Assembly for ratification by resolution; and

WHEREAS, the negotiating teams have tentatively agreed to the following economic terms in addition to other agreement updates: 5.5% wage increases in FY23, 2% wage increases in FY24, 2% wage increases in FY25; increases to the employer contribution to health insurance of 5% in FY23 and FY24 and up to 5% in FY25; and \$0.50 per hour increases to shift differentials, which is estimated to cost \$30,000 per year; and

WHEREAS, these terms and conditions of employment are in keeping with previous Assembly direction.

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

Section 1. Assembly Ratification. The Labor Agreement, valid for a three-year period beginning July 1, 2022, through June 30, 2025, between the City and Borough of Juneau and the Marine Engineers Beneficial Association (AFL-CIO), in the Southeast Alaska General Government Unit Number 1, is amended in accordance with the tentative agreement and is hereby ratified by the Assembly.

Section 2. Notice of Ratification by July 20, 2022. If the representative of the employees in the Marine Engineers Beneficial Association does not send written notice of union member ratification to the CBJ Human Resources and Risk Management Director on or before July 20, 2022, then this resolution is rescinded on July 21, 2022.

Section 3. Effective Date. This resolution shall be effective on July 20, 2022.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



Department of Human Resources / Risk Management

155 Municipal Way Suite 101, Juneau, AK 99801

907-586-5250 <phone> 907-586-5392 <fax>

Email: Dallas.Hargrave@juneau.org

MEMORANDUM

Date: July 7, 2022

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Request for Ratification of MEBA Tentative Agreement and to Apply Terms to
Unrepresented Employees.

The City and Borough of Juneau and the Marine Engineers Beneficial Association (MEBA) reached tentative agreement on a three-year collective bargaining agreement on June 29, 2022. The contract will take effect on July 1, 2022 and conclude on June 30, 2025.

MEBA is currently in the process of collecting votes for member ratification of this tentative agreement. This request for the Assembly to ratify the tentative agreement is conditioned on MEBA membership ratification. If MEBA ratifies the tentative agreement, then passage of Resolution 2996 will serve as Assembly ratification of the agreement. If MEBA fails to ratify the tentative agreement, then the Assembly ratification of the tentative agreement is no longer valid, and the parties will meet to resume contract negotiations.

With this request to ratify the MEBA tentative agreement, we are also requesting that the Assembly approve the same terms for unrepresented CBJ employees.

Economic Changes:

Wages and Pay:

MEBA FY23: The parties agreed to a 5.5% general increase to the pay schedule and an increase of \$.50 per hour for shift differentials. The total estimated cost increase for the wage increase is \$1,213,000/year and the total estimated cost increase for shift differential is \$30,000/year.

Unrepresented FY23: With the MEBA tentative agreement, we are proposing a 5.5% general increase to the pay schedule and an increase of \$.50 per hour for shift differentials. The total estimated cost increase for the wage increase is \$1,213,000/year and the total estimated cost increase for shift differential is \$7,000/year.

MEBA FY24: The parties agreed to a 2% general increase to the pay schedule in FY24. The total estimated annual cost for the 2% wage increase is \$465,000.

City Assembly Page 2
Request for Ratification of MEBA Tentative Agreement and to Apply Terms to Unrepresented Employees.

Unrepresented FY24: A 2% general increase to the pay schedule will apply in FY24. The total estimated annual cost for the 2% wage increase is \$465,000.

MEBA FY25: The parties agreed to a 2% general increase to the pay schedule in FY25. The total estimated annual cost for the 2% wage increase is \$475,000.

Unrepresented FY25: A 2% general increase to the pay schedule will apply in FY25. The total estimated annual cost for the 2% wage increase is \$475,000.

Estimated cost of wage increases by department for both MEBA and unrepresented employees (including benefits):

MEBA/Non-Rep Wage and Benefit Impact (Incremental Annual Growth)

	FY23	FY24	FY25	3-YR TOTAL
Wage Increase	5.5%	2.0%	2.0%	9.5%
Employer Health Benefit Increase	5.0%	5.0%	5.0%	15.0%
General Fund Impact	1,931,937	923,408	950,491	3,805,835
Non-General Fund Impact				
Airport	215,707	103,090	106,113	424,910
Docks	54,552	26,003	26,763	107,318
Harbors	99,001	48,271	49,723	196,994
Water	96,654	45,976	47,316	189,946
Wastewater	254,121	120,664	124,173	498,958
Fleet	46,770	21,886	22,511	91,167
Risk	37,661	17,933	18,457	74,051
Facilities Maintenance	69,790	33,653	34,651	138,094
Downtown Parking	1,838	895	922	3,655
Lands	17,794	8,416	8,660	34,870
Total Non-General Fund Impact	893,888	426,787	439,287	1,759,963
Total Impact	2,825,825	1,350,195	1,389,778	5,565,798

Health Insurance

FY23: The parties agreed to increase the employer contribution approximately 5% from \$1460 to \$1533 per full time eligible employee, per month. The estimated annual cost of this increase to the employer's contribution to health insurance is \$400,000 for both MEBA members and unrepresented employees.

FY24: The parties agreed to increase the employer contribution approximately 5% from \$1533 to \$1610 per full time eligible employee, per month. The estimated annual cost of this increase to the employer's contribution to health insurance is \$419,000 for both MEBA members and unrepresented employees.

FY25: The parties agreed to increase the employer contribution up to approximately 5% from \$1610 to up to \$1690 per full time eligible employee, per month. The estimated annual cost of

City Assembly

Page 3

Request for Ratification of MEBA Tentative Agreement and to Apply Terms to Unrepresented Employees.

this increase to the employer's contribution to health insurance if necessary is \$440,000 for both MEBA members and unrepresented employees.

Operational Changes:

Operational changes to the CBA are outlined in the attached summary.

Conclusion:

Overall contract negotiations were productive, with active discussion and consideration of ideas from both sides of the table. Carl Uchytel, Patty Wahto, Katie Koester, Denise Koch, and Theresa Zepecki participated on the bargaining team.

Request for Action:

The overall financial package is in line with previous briefings to the Assembly. We respectfully request that the Assembly approve the terms of the tentative agreement, including similar terms for unrepresented employees.

MEBA/CBJ Contract Negotiations

Tentative Agreement Summary of Changes

Effective July 1, 2022 through June 30, 2025

Article	Language Impact
Article 2 – Recognition	Housekeeping change to properly reflect the current name change of Management Information Systems to Information Technology.
Article 9 – Leave	Changes to clarify that Jury Leave and Parent/Teacher Conference leave can only be used to make a member whole for the workweek. Changes to allow more flexibility in leave cash-in in a manner currently available to unrepresented employees in the personnel rules.
Article 10 – Holidays	Changes to incorporate language from a Letter of Agreement.
Article 11 – Pay Rates and Pay Days	The following increases will be made to the pay schedule: FY23: 5.5% FY24: 2% FY25: 2% Article 11.2: Housekeeping change to make insure the language is clear. Article 11.4: Housekeeping change and incorporation of Letter of Agreement language that allows members to waive daily overtime. Article 11.8: increasing shift differential in the following manner: • Swing shift: \$1.50 to \$2.00 per hour • Grave shift: \$2.00 to \$2.50 per hour • Weekend: 2:00 to 2:50 per hour Article 11.13: Updating contract language to reflect current practices for paydays and pay checks.
Article 14 – Work	Change the length of a shift for when a lunch break is required from 6 hours to 7.5 hours.

CBJ/MEBA Tentative Agreement Summary of Major Changes
July 22, 2019

Rules	
Article 15 – Part time Employees	Language articulating a change in practice that allows a part time employee the option to use accrued leave to pay for their pro-rated health insurance premium.
Article 23 – Health Insurance and Employee Wellness	FY20: Employer contribution is increased from \$1460 to \$1533, approximately 5% FY21: Employer contribution is increased to \$1610, approximately 5%. FY22: Employer contribution is increased up to \$1690, approximately 5%. Removal of the that provides that the employer will pay the full premium for the employee only economy plan.
Article 25 – Duration of Agreement	Three year agreement.

LABOR AGREEMENT

TA 6-28-22

Bob Han

TA 6/29/22


By and Between

CITY AND BOROUGH OF JUNEAU, ALASKA

And

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

SOUTHEAST ALASKA GENERAL GOVERNMENT
UNIT NO. 1

July 1, 20~~22~~¹⁹ – June 30, 20~~22~~⁵²

MEBA – CBJ Collective Bargaining Agreement
July 01, 20~~22~~¹⁹ – June 30, 202~~5~~²

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ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote harmonious and cooperative relations between the Employer and the Union and record those agreements between the Employer and Union on matters of wages, hours and other terms of employment.

ARTICLE 2

RECOGNITION

2.1 – Recognition

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for those employees who are within the bargaining unit as certified by the Personnel Board (CBJ 44.05.060).

2.2 – Work Units

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

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

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

2.3 – Removal of Positions

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

2.4 – New Positions

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

2.5 – Union Representation

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

ARTICLE 3

MANAGEMENT RIGHTS

Certain rights are reserved to management and may not be subject to negotiations. These rights are set out in CBJ 44.10.130. Those provisions are an attached addendum to this Agreement for informational purposes.

ARTICLE 4

NON-DISCRIMINATION

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

ARTICLE 5

UNION SECURITY AND ACTIVITIES

5.1 – Union Membership

Membership in the Union shall be optional.

5.2 – Payroll Deductions

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

5.3 – Limitations

If a member elects to pay union dues or a service fee, the union dues or a service fee shall not exceed that portion of the dues paid by a member which is retained by the Union for local use. An employee whose employment does not exceed four months or eighteen hours per week (Short Term Temporary or Part-Time Limited employees) shall not be a Union member.

5.4 – Religious Exemption

Employees whose bona fide religious convictions preclude the payment of union dues shall not be required to pay union dues.

5.5 – Union Activities

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

5.6 – Employee Activities

The Employer shall not restrain an employee from belonging to the Union or taking an active part in Union affairs nor discriminate against an employee because of Union membership or lawful union activity. Union activities shall not interfere with the operations of the employer or the performance of the employee's duties.

5.7 – Bulletin Boards and E-mail

The Employer shall provide space on existing bulletin boards which are primarily for employee information for the posting of Union notices.

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

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

5.8 – Union Representative

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

5.9 – Union Stewards

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

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

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

5.10 – Job Announcements

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

ARTICLE 6**ON-THE-JOB TRAINING****6.1 – On-The-Job Training Defined**

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

6.2 – On-The-Job Training Pay

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

6.3 – Length of Assignment

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

6.4 – Limitation

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

ARTICLE 7**TRAINING****7.1 – Training Expenses Paid for by Employer**

The Employer shall pay for registration, tuition, textbooks and other course fees and materials incurred when an employee attends approved training. The textbooks and materials remain the property of the Employer unless the department director permits the Employee to keep them.

7.2 – Training Required for Current Position

This section applies when the training is at the Employer's direction and is intended to provide the employee with additional skills and knowledge to maintain or improve performance in the employee's current position. If the employee fails the training, the Employer may not require reimbursement, but if the employee fails to attend the training, adverse employment actions may ensue.

7.3 – Training Required for Mandatory Advancement Programs

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

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

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

7.4 – Employee Requested Training

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

A. Written Application for Training

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

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

B. Employee Agreement to Reimburse Employer

- (1) When the department and the employee mutually agree that the course of training is desirable and the cost of the training exceeds \$500.00, the department

and the employee may enter into a reimbursement agreement. Such agreement must be in writing and signed by both the employee and the department prior the beginning of the training.

- (a) 100 percent if the employee separates from the position as a result of the employee's own actions, or for cause, before 52 weeks from completion of the training or certification;
 - (b) 50 percent if the employee separates from the position as a result of the employee's own actions, or for cause, after 52 weeks, but before 104 weeks from completion of the training or certification;
 - (c) 25 percent if the employee separates from the position as a result of the employee's own actions, or for cause, after 104 weeks, but before 156 weeks from completion of the training or certification.
- (2) In cases of extenuating circumstances, the City Manager may waive the training reimbursement agreement at his or her discretion.
- (3) The CBJ shall have the right to obtain training reimbursement from the employee by deduction from the employee's final paycheck any monies due according to the schedule above or by other legal means in accordance with 18 PR 037(b).

ARTICLE 8

UNIFORMS, TOOLS AND EQUIPMENT

8.1 – Uniforms

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

New Capital Transit bus drivers shall be provided with five (5) summer and five (5) winter shirts, and one jacket, vest and raincoat. At shift bid time, (twice per year), all drivers can present worn or damaged uniforms to be replaced. All apparel shall be worn in accordance with the Capital Transit Instructions for Operators. Capital Transit bus drivers shall maintain and clean their own uniforms. As compensation for doing so, they shall receive \$275.00 per fiscal year, which amount shall be included in the paychecks issued the first full pay period in July. New employees shall receive a pro-rated amount based upon what month they were hired within the fiscal year, e.g., an employee hired in October shall receive 9/12 of the total cleaning allowance. This amount shall be included in the paycheck issued after the first full pay period of employment.

8.2 – Wearing of Uniform

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

8.3 – Safety Apparel

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

8.4 – Tool Allowance

- (a) Automotive mechanics who are required in writing by the Employer to provide their own hand tools shall be paid an annual allowance of \$1,100.00 for the purchase, replacement and repair of their own hand tools.
- (b) Building maintenance mechanics who are required in writing by the Employer to provide their own hand tools shall be paid an annual allowance of \$550.00 for the purchase, replacement and repair of their own hand tools.
- (c) For current Employees, the specified annual amounts shall be paid in advance by separate check to each employee during the month of July, except that employees who are in leave without pay or seasonal leave status for two weeks or longer beginning on July 1st of any given fiscal year, shall receive their tool allowance with the first full paycheck after their return to paid status. The tool allowance will be prorated according to the employees anticipated work schedule, e.g, a seasonal employee who is budgeted to work for 7 months will receive 7/12 of the total relevant allowance.
- (d) New employees shall receive the relevant, pro-rated amount based upon what month they were hired within the fiscal year, e.g., an employee hired in October shall receive 9/12 of the total relevant allowance. This amount shall be included in the paycheck issued after the first full pay period of employment.

8.5 – Repayment to Employer

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

- (a) 100% if service is less than 13 weeks;
- (b) 75% if service is 13 weeks or greater but less than 26 weeks;
- (c) 50% if service is 26 weeks or greater but less than 39 weeks;
- (d) 25% if service is 39 weeks or greater but less than 52 weeks.

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

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

8.6 – Employer's Tools, Property and Equipment

Tools, equipment, security and access badges or cards, and any other property items issued by the Employer remain the exclusive property of the Employer and shall be used only in the performance of assigned job duties. The employee shall reimburse the Employer at replacement value for any tools, equipment or property items not returned to the Employer. The employee shall pay \$25 for the first security or access badge or card lost, and shall reimburse the Employer for the full cost of replacing security or access badges or cards lost subsequently.

8.7 – Personnel Rules Replaced

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

ARTICLE 9

LEAVE

9.1 – Accrual Rates

- (a) Permanent and probationary employees assigned to a 37.5-hour work week shall accrue personal leave at the rate of:
 - (1) Six and one tenth hours for each full biweekly period of work for employees with less than one year of service;
 - (2) Seven hours for each full biweekly period of work for employees with one but less than two years of service;
 - (3) Seven and eight tenths hours for each full biweekly period of work for employees with two but less than five years of service;
 - (4) Eight and seven tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
 - (5) Ten and four tenths hours for each full biweekly period of work for employees with ten years or more of service.
- (b) Permanent and probationary employees assigned to a 40-hour work week shall accrue personal leave at the rate of:

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- (1) Six and five tenths hours for each full biweekly period of work for employees with less than one year of service;
- (2) Seven and four tenths hours for each full biweekly period of work for employees with one but less than two years of service;
- (3) Eight and three tenths hours for each full biweekly period of work for employees with two but less than five years of service;
- (4) Nine and three tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
- (5) Eleven and one tenth hours for each full biweekly period of work for employees with ten or more years of service.

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

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

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

The additional leave accrued under this article will be deposited into the employee's personal leave bank. An employee who receives this additional accrual may cash in up 90 hours of leave a year if they are assigned to work a 37.5-hour workweek, and 96 hours of leave a year if they are assigned to work a 40-hour workweek. Leave cashed in under the provisions of this rule are not be subject to the leave cash in provisions under Article 9.23 – Leave Cash In.

For purposes of this section, an additional day of leave per month equates to 3.5 hours of leave each biweekly pay period for an employee who regularly works 37.5 hours per week; and 3.7 hours of leave each biweekly pay period for an employee who works 40 hours or more per week.

9.2 – Unauthorized Leave

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

9.3 – Leave Anniversary Date

Changes in the rate of accrual as provided in Section 1 shall take effect on the first day of the pay period immediately following the date on which the employee completes the prescribed period of service. This date shall be referred to as the leave anniversary date.

9.4 – Part Time Employees

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

9.5 – Minimum Use

Each employee shall take not less than one third of the leave accrued in the current calendar year by December 31st.

An employee shall be exempt from the minimum use requirement to the extent that such use would cause the employee's personal leave balance to be less than thirty days. Cash in and transfer of leave is not counted towards minimum leave use.

9.6 – Maximum Accrual

Leave accrued but not used shall accumulate to a maximum of not more than one hundred and fifty days on January 1st.

Leave in excess of one hundred and fifty days shall be paid out to the employee at the employee's current rate of pay.

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

When calculating days under Article 9.6 for part time employees, the day shall be prorated according to their established Full Time Equivalent (FTE) position.

9.7 – Scheduling Leave

It is a mutual responsibility of the employee and the supervisor to schedule leave so that an employee has the opportunity to take the required minimum amount of leave and any leave that will exceed the one hundred and fifty day maximum accrual beginning with the first full pay period in January and ending with the last day of the pay period occurring fifty-two weeks later.

9.8 – Required Taking of Leave

The department director may at any time direct an employee to take accrued leave when such action is necessary to assure that the employee takes the minimum use required; or, that the leave which the employee is directed to take will be in excess of the one hundred

and fifty days of maximum leave the employee is permitted to carry beyond the first day of the first pay period in January.

9.9 – Transfer of Leave

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

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

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

When calculating days under Article 9.9 for part time employees, the day shall be prorated according to their established Full Time Equivalent (FTE) position.

All future rights to compensation for such transferred leave used by the recipient are waived by the donor. Unused donated leave shall be returned to the donor.

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

Personal leave donated to another employee shall be given a cash value by multiplying the number of hours donated by the regular pay rate of the donor. This cash value shall then be divided by the regular hourly rate of the recipient and the recipient's medical leave bank shall be credited with that number of hours which are a result of the calculations.

Medical leave shall not be transferred to personal leave or be credited to any employee other than the employee who earned such leave. If the provisions of this Section increase the tax liability of any individual other than the recipient of the donation, this Section will be void and the parties shall meet immediately for the purposes of negotiating a replacement.

9.10 – Scheduled Use of Personal Leave

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

9.11 – Unscheduled Use of Personal Leave

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

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

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

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

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

9.12 – Taking of Banked Medical Leave

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

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

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

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

9.13 – Effect of Workers' Compensation

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

9.14 – Leave Without Pay

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

9.15 – Cancellation of Leave

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

9.16 – Effect of Leave Without Pay

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

The leave anniversary date and the merit anniversary date of an employee shall be set forward one pay period for each leave of absence without pay covering a full pay period and for each accumulation of ten days of leave without pay in any calendar year.

9.17 – Court Leave

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

An employee on authorized court leave shall give the Employer all monies received from the court as compensation for services and the employee shall be paid at the employee's regular rate of pay while on court leave. The employee will be paid court leave on the employee's regularly scheduled workdays for the time the employee's presence is required by the court or the length of the shift, whichever is less. Court leave shall only be granted to make a member whole for the workweek.

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

9.18 – Military and Emergency Service Leave

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

An employee who is a member of a reserve component of the United States Armed Forces is entitled to a leave of absence without loss of pay for that time during which he or she is ordered to training duty, as distinguished from active duty.

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

When calculating days under Article 9.19 for a part time employee, the day shall be prorated according to their established Full Time Equivalent (FTE) position.

9.19 – Personal Leave on Separation

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

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

9.20 – Banked Medical Leave on Separation

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

9.21 – Parent-Teacher Conference Leave

A parent or guardian of a student enrolled in a school or a licensed day care facility within the City and Borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same employee for conference regarding the same child. A supervisor may grant parent-teacher conference leave only in advance upon written request of the employee including the date and time of the conference and the finding by the supervisor that the leave can be accommodated without imposing added cost or inefficiencies in the work place. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave. Parent-Teacher Conference leave shall only be granted to make a member whole for the workweek.

9.22 – 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 Office.
- (2) Leave cash-in will be paid as a separate check or deposit in the payroll cycle following receipt of the written request.
- (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) When calculating days under Article 9.22 (B) and (C) for part time employees, the day shall be prorated according to their established Full Time Equivalent (FTE) position.
- (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 9.22(A), an employee may cash in an unlimited amount of accrued personal leave provided that the employee's leave balance is not less than twenty-one (21) days and the employee has taken a minimum of twenty-one (21) days of leave in the leave year in which the cash in is made.

9.23 Seasonal Leave

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

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

9.24 – Personnel Rule 11 Superseded

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

ARTICLE 10

HOLIDAYS

10.1 – Holidays

(A) The following days are observed as holidays:

- (1) the first of January, known as New Year's Day
- (2) the third Monday in January, known as Martin Luther King Jr.'s Birthday
- (3) the third Monday in February, known as President's Day
- (4) the last Monday in March, known as Seward's Day
- (5) the last Monday in May, known as Memorial Day

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- (6) the fourth of July, known as Independence Day
- (7) the first Monday in September, known as Labor Day
- (8) the 18th of October, known as Alaska Day
- (9) the 11th of November, known as Veteran's Day
- (10) the fourth Thursday in November, known as Thanksgiving
- (11) the day after Thanksgiving.
- (12) the 25th day of December, known as Christmas
- (13) every day designated as a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.

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

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

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

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

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

10.2 – Alternate Leave

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

10.3 – Holiday Pay

- (A) Permanent and probationary employees with a regular work schedule of 40 hours or more per week shall be paid for 8.0 hours for each holiday provided the employee was in pay status the workday immediately preceding the holiday and the workday immediately following the holiday.
- (B) Permanent and probationary employees with a regular work schedule of 37.5 hours per week shall be paid for 7.5 hours for each holiday provided the employee was in pay status the workday immediately preceding the holiday and the workday immediately following the holiday.

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- (C) Permanent and probationary full time Capital Transit Drivers with a regular work schedule of 37.5 hours per week shall receive additional holiday pay for holidays where there is no bus service provided to the public. The total amount of holiday pay received shall be equal to the amount of time the driver would have been scheduled to work if the holiday had been a normal operating day.
- (D) Permanent and probationary part time employees shall be compensated for holiday pay in the following manner:

A part-time employee shall receive holiday pay that is based on the average number of hours worked per week over the 10 weeks 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, or call back or show up pay shall not be included.

10.4 – Personnel Rules Replaced

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

ARTICLE 11

PAY RATES AND PAY DAYS

11.1 – Pay Schedule

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

Effective on the ~~first~~^{second} full pay period following July 1, 20~~22~~¹⁹ ~~or the first full pay period after ratification of this agreement, whichever occurs later,~~ the pay schedule in effect on June 30, 20~~22~~¹⁹ shall increase by 5.52%. Effective on the first full pay period following July 1, 20~~23~~²⁰, the pay schedule in effect on June 30, 202~~30~~³⁰ shall increase by 21%. Effective on the first full pay period following July 1, 202~~41~~⁴¹, the pay schedule in effect on June 30, 202~~41~~⁴¹ shall increase by 21%.

~~All bargaining unit members in positions classified as permanent, excluding seasonal, and whose regular work schedule is 37.5 hours per week or more, and who are employed on July 1, 2019 shall receive a lump sum payment in lieu of a wage increase above the 2% increase in the amount of five hundred dollars (\$500) on the payday of the second full pay period after July 1, 2019 or the first full pay period following ratification of this agreement, whichever occurs later.~~

~~All bargaining unit members in positions classified as permanent seasonal or part time, who are employed on July 1, 2019 shall receive a lump sum payment in lieu of a wage increase above the 2% increase in the amount of five hundred dollars (\$500) pro-rated based upon hours worked in FY2019. The pro-rated lump sum~~

~~payment shall be paid on the payday of the second full pay period after July 1, 2019 or the first full pay period following ratification of this agreement, whichever occurs later.~~

11.2 – Merit Steps

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

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

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

- (1) ~~Eligible for s~~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) ~~Eligible for s~~Steps ~~7~~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.

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

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

11.3 – Overtime Rate of Pay

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

11.4 – Overtime Defined

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

- (a) Employees whose work schedule is eight hours or less per day will be paid at the overtime rate of pay for all work in excess of eight hours in a day.

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- (b) Employees whose work schedule is more than eight hours per day will be paid at the overtime rate of pay for all work in excess of ten hours a day.
- (c) All work on a holiday as defined in Article 10 shall be paid at the overtime rate of pay unless the holiday has been compensated for by an alternate day off or by increased personal leave credit.
- (d) An employee who has a scheduled lunch break and is required to work an entire shift of not less than seven- and one-half hours without a lunch break shall be paid at the overtime rate for the entire lunch break.
- (e) All hours worked in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, shall be paid at the employee's overtime rate of pay.
- (f) Overtime shall be paid in one quarter (0.25) of an hour increment(s).
- (g) Show-up compensation and standby duty are not creditable work hours.
- (h) ~~(h)~~—If an operational emergency causes an employee to work for a period of time such that the employee is unable to achieve sufficient rest before the start of a scheduled shift, a department director is authorized to grant the employee up to eight hours of administrative leave so that the employee receives sufficient rest before reporting to work. Administrative leave given for this purpose will be considered time worked towards meeting the overtime eligibility threshold and shall only be available to make the employee whole for the pay period. "Sufficient rest" is generally defined as eight hours away from work.
- (i) An employee who is eligible for daily overtime under Article 11.4 (a) or (b) may elect to waive those provisions with mutual consent of the employee and supervisor in writing on an employer provided form. Effective on the first day of the pay period following receipt of the properly signed waiver form, an employee will be paid for overtime only under the provision of Article 11.4 (e). An agreement to waive daily overtime under this provision, may be cancelled in writing at any time by any party, and the cancellation will be effective the first day of the next pay period.

11.5 – Work on Sixth and Seventh Day

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

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

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

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

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

11.6 – Call Out

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

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

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

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

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

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

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

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

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

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

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

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

(8) When an employee is called out to duty and less than two (2) hours of actual work is performed (when on standby) or the two and a half (2.5) minimum compensation (when not on standby), the difference between the actual time worked and the two hour minimum compensation shall be recorded as show-up compensation. Show-up compensation does not count towards leave accrual or meeting the overtime eligibility threshold.

(B) Work performed on the telephone from home

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

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

11.7 – Payment of Overtime

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

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

No compensatory time other than that earned during pay periods starting between November 12 through December 31 may remain credited to the account of any employee after the first day of the first pay period starting in January.

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

An employees credited compensatory time may not exceed 100 hours at the beginning of any pay period. If an employee's earned overtime posted as compensatory time at the conclusion of a pay period would cause the maximum to be exceeded, all such excess hours shall be paid as overtime wages.

Compensatory time may be taken with the prior approval of the supervisor and when the absence will not cause the Employer any additional personal service hours. An employee may use compensatory time in lieu of personal leave as long as the scheduling is approved.

11.8 – Shift Differentials

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

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

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- (a) ~~One dollar and fifty~~Two dollars (\$2.01~~.50~~) per hour for each hour of duty between the hours of 4:00 p.m. and midnight,
- (b) Two dollars ~~and fifty~~ (\$2.50~~0~~) per hour for each hour of duty between the hours of midnight and 8:00 a.m.
- (c) Only those employees whose work schedule includes in excess of two continuous hours between the hours of 4:00 p.m. and 8:00 a.m. are eligible for swing or graveyard shift differentials
- (d) Two dollars ~~and fifty~~ (\$2.50~~0~~) per hour for each hour of duty between the hours of midnight and 11:59 p.m. on Saturday or Sunday. Employees receiving weekend shift differential shall not be eligible for swing or graveyard differential in addition to the weekend differential.

Periods worked of less than one hour shall be paid in one quarter of an hour (.25) increments.

11.9 – Standby Pay

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

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

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

Periods worked of less than one hour shall be paid in one quarter (0.25) of an hour increment(s).

11.10 – Temporary Lead Worker Pay

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

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

Periods worked of less than one hour shall be paid in one quarter (0.25) of an hour increment(s).

11.10B – Temporary Supervision Pay

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

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

11.11 – Compensation for Working Out of Class

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

- (1) When an employee is assigned the responsibilities of a higher-level position for a period of two weeks or more, the Employer shall pay the employee according to the pay range allocation of the higher level position. The employee must meet minimum qualifications of the higher level job classification to receive such compensation. The assignment detailing the higher-level responsibilities must be made in writing prior to the beginning of the assignment.
- (2) Step placement in the higher pay range shall not be less than a two step increase in the lower range. If the employee is at a step 13 of the lower range, the increase may not be less than the difference between step 12 and step 13 of the lower range.
- (3) An employee is not eligible for payment at the higher level job class rate of pay for hours on regular pay status but not worked (e.g., vacation or holidays); however, such hours shall not be deemed to have interrupted a continuous out-of-class assignment.

B. Overtime Compensation for Working Out of Class

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

C. Increased Responsibility Differential

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- (1) An hourly employee temporarily assigned some of the duties of a higher level position by their supervisor because the incumbent is on leave or the position is vacant may paid an increased responsibilities differential of one dollar (\$1.00) per hour. The employee must be assigned the increased responsibilities prior to the performance of the work. An employee does not have to meet the minimum qualifications of the higher level position to be eligible for increased responsibility pay.

11.12 – Training Time

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

11.13 – Pay Day

All employees shall be paid biweekly on the regularly established pay day. ~~Wages shall be by direct deposit or USPS mail service. The Employer shall distribute paychecks by 3:00 each pay day. The Employer shall provide for automatic payroll deposit to a financial institution.~~ If the pay day is a recognized holiday, then pay day shall be on the last businessworking day prior to the recognized holiday.

11.14 – Examination of Pay Records

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

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

11.15 – Personnel Rules Replaced

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

ARTICLE 12

SAFETY

12.1 – Mutual Concern

Effective safety practices are a mutual concern among employees, Union representatives and management personnel. As such, the parties to this Agreement are committed to the

rapid and effective correction of any unsafe conditions which may arise during the duration of this Agreement.

12.2 – Safety Meetings

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

12.3 – Equipment and Work Areas

Safety and equipment standards shall be in conformance with applicable state and federal law and/or regulation, Employer requirements and this Agreement. Failure to follow safety directives or to use safety equipment may result in discipline up to and including dismissal.

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

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

12.4 – Instructions for Responding to On-The-Job Injury

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

12.5 – On-The-Job Injury

- (a) Medical attention shall be afforded an injured employee at the earliest possible moment. The Employer may require an employee to accept medical attention.
- (b) The Employer shall provide for all emergency transportation necessary to transport an employee injured on-the-job to the nearest medical facility.
- (c) An employee injured while on duty shall make a detailed written report of the circumstances surrounding the accident including recommendations on how the accident could have been prevented as soon as the employee is reasonably able to do so.
- (d) An injured employee shall be required to return to work as soon as able to perform regular duties or such duties as the Employer may assign. The employee may be required to present a written release from a physician prior to returning to work.

- (e) All claims regarding personal injury shall be handled by the Employer. Nothing in this Article precludes an employee from pursuing other appropriate action as provided in this Agreement.

12.6 – Correcting Unsafe Conditions

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

ARTICLE 13

OVERLOADS AND LIABILITY

13.1 – Overloads & Unsecured Loads

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

13.2 – Liability

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

Costs stemming from civil suits against an employee who in good faith performed assigned duties shall be born by the Employer.

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

ARTICLE 14

WORK RULES

14.1 – Employee Instructions

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

14.2 – Changes to Work Rules

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

14.3 – Relief Periods

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

14.4 – Lunch Break

For employees assigned to a shift of at least ~~seven and a half~~ ^{six} (7.5~~6~~) hours a regular shift lunch break may not be less than thirty minutes or longer than one hour which shall be on the employee's time. The lunch break will be scheduled to occur approximately midway through the shift.

14.5 – Drinking Water

Safe drinking water shall be available to all employees.

14.6 – Work Schedule Changes

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

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

These advance notice provisions do not apply when:

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

14.7 – Employee Parking

The Employer shall provide the opportunity for parking at no cost to the employee, at a location determined by the employer, for all MEBA employees. A MEBA employee shall receive a Capital Transit bus pass in lieu of parking upon request by the employee in a manner that is administered by the Employer.

ARTICLE 15

PART-TIME EMPLOYEES

15.1 – Part - Time Employee Defined

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

15.2 – Benefits

A permanent part-time employee shall be entitled to benefits on a prorated basis; and, shall be provided the option of participating in the group insurance plan by paying a prorated portion of the premium. A part-time employee shall have the option of using accrued personal leave to cover the pro-rated portion of benefits, subject to the minimum leave balance in Article 9.22, by completing a form provided by the employer.

ARTICLE 16

RETIREMENT

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

ARTICLE 17

EMPLOYEE RECORDS

17.1 – Location

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

17.2 – Access

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

17.3 – Employee Access

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

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

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 – Exclusive Remedy

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

18.2 – Grievance Defined

A grievance shall be defined as any controversy or dispute involving the application or interpretation of the terms of this Agreement arising between the Employer and the Union. A permanent employee may grieve disciplinary actions.

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

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

18.3 – Procedural Steps

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

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

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

Step 1 - A grievance shall be initiated as follows: by the grievant submitting the grievance on the grievance form to the grievant's first level of supervision outside the bargaining unit within 14 days of the act which gives rise to the grievance. The supervisor shall discuss the grievance with the grievant and provide a written response within 7 days.

Step 2 - If resolution is not reached at Step 1, the union may submit the grievance to the department director within 14 days of the supervisor's response or the date the response was due, whichever is earlier. Within 7 days the director shall meet with the grievant and his/her union representative to discuss the grievance and shall provide a written response within 14 days of the meeting.

Step 3 - If resolution is not reached at Step 2, the union may submit the grievance to the City Manager within 14 days of the director's response or the date the response was due, whichever is earlier. Within 14 days the City Manager shall provide a written response.

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

Grievances involving the suspension, demotion, step reduction or dismissal of a permanent employee shall be filed directly at Step 2.

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

Step 4 - If resolution is not reached at Step 3, the union may submit the grievance to arbitration in the following manner: Within 21 days of receipt of the City Manager's response at Step 3 or the date the response was due, whichever is earlier, the Union shall deliver to the City Manager a written demand for arbitration. Within 7 days, the Union and the Human

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Resources & Risk Management Director shall meet in an effort to select an arbitrator. If an arbitrator has not been agreed upon within 7 days thereafter, the parties shall jointly contact the U.S. Federal Mediation and Conciliation Service (USFMCS) or the American Arbitration Association (AAA) to request the names of eleven qualified arbitrators. The parties shall then proceed alternately to strike names from the list until one name remains and that person shall become the arbitrator. The arbitration shall commence at a location within the City and Borough of Juneau at a time selected by the arbitrator and agreed upon by the parties.

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

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

18.4 – Days Defined

Days is defined as calendar days.

18.5 – Extension of Time

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

18.6 – Personnel Rule 15 Replaced

This Article replaces Personnel Rule 15.

ARTICLE 19

PERSONNEL RULES

19.1 – Continuation

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

19.2 – Letter of Agreement

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

ARTICLE 20

INTERPRETATION

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

ARTICLE 21

PUBLISHING OF AGREEMENT

The parties agree that an Employer representative and a Union representative will meet and agree on the format, size and specifications of the Agreement to be published online. The Employer will publish the agreement online. The Union shall be responsible for the printing of the Agreement for MEBA members if desired.

ARTICLE 22

SUBORDINATION AND SAVING OF AGREEMENT

22.1 – Subordination

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

22.2 – Savings

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

22.3 – Replacement

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

ARTICLE 23

HEALTH BENEFITS AND EMPLOYEE WELLNESS

23.1 – Employer Contribution

The employer shall continue to provide a tiered benefits program for the provision of health insurance. Eligible employees shall pay, by payroll deduction, any difference between the Employer's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program, ~~except that the employer shall cover the full premium contribution for the employee only economy plan.~~

- (1) Effective July 1, 2022~~19~~, the employer's contribution rate shall be \$~~1325~~1533.00 per month per full-time, eligible employee.
- (2) Effective July 1, 2023~~0~~, the employer's contribution rate shall be \$~~1610~~1390.00 per month per full-time, eligible employee.
- (3) Effective July 1, 2024~~1~~, the employer's contribution rate shall be up to \$~~1690~~1460.00 per month per full-time, eligible employee.
- (4) Permanent part-time, eligible employees shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost.

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

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

23.2 – Benefit Levels

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

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

23.3 – Termination of Benefits

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

23.4 – Cost Containment

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

23.5 – Health Committee

The parties will participate in a city-wide Health Benefits Evaluation Committee, which will include a minimum of two (2) union members. The Committee will meet at least quarterly to review progress of cost containment efforts, review the administrative company's performance and offer suggestions regarding other options concerning employee health insurance. The Committee will develop checks and balances on plan adjustments to guarantee the

relative cost and value of the tiers are maintained. This committee may also develop, implement and evaluate Wellness Program activities and services and review the effectiveness of the Employee Assistance Program. The Health Committee will review the health benefit costs at its quarterly meetings and make recommendations to the parties that address increased costs.

23.6 – Wellness Program

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

23.7 – Personnel Rules Replaced

This Article replaces 18 PR 027 of the Personnel Rules.

ARTICLE 24

CONCLUSION OF BARGAINING

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

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

ARTICLE 25

DURATION OF AGREEMENT

25.1 – Effective Dates

Except as specifically provided otherwise, this Agreement becomes effective on July 1, 20~~22~~¹⁹..

This Agreement shall remain in effect through June 30, 202~~5~~².

25.2 – Renewal

Either party may give written notice on November 15, 202~~4~~¹ or anytime thereafter, of its decision to negotiate a successor agreement. Specific proposals shall accompany the written notice.

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July 01, 20~~22~~¹⁹ – June 30, 202~~5~~²

(this signature page shall be updated after ratification)

This Agreement is executed this 6th day of August, 2019, by the duly authorized agents and representatives of the parties hereto at Juneau, Alaska.

MARINE ENGINEERS BENEFICIAL
ASSOCIATION, ALF-CIO

THE CITY AND BOROUGH
OF JUNEAU, ALASKA

Signature on File
Ben Goldrich
Union Representative
Chief spokesperson

Signature on File
Duncan Rorie Watt
City & Borough Manager

MEBA NEGOTIATING TEAM:

CBJ NEGOTIATING TEAM:

Signature on File
Craig Orsborn
Negotiator
Director

Signature on File
Dallas Hargrave
Human Resources –Risk Management
Chief spokesperson

Signature on File
Aaron Dean
Negotiator

Signature on File
Robert Barr
Library Director

Signature on File
Hal Kulm
Negotiator

Signature on File
Ed Foster
Streets Superintendent

Signature on File
Tom Listberger
Negotiator

Signature on File
Carl Uchtyl
Port Director

Signature on File
Nicole Tragis
Negotiator

Signature on File
Patty Wahto
Airport Manager

Signature on File
Tom Boddy
Negotiator

Signature on File
Sarah Cole, Notetaker
Human Resources Consultant

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.

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

(Serial No. 73-40, § 3, 1974)

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Appendix “B” (the pay schedules will be updated in accordance with this agreement after ratification)

MEBA 2%
Effective 7/22/2019

Range	Pay Type	1	2	3	4	5	6	7	8	9	10	11	12	13
1	Hourly	10.97	11.32	11.73	12.08	12.48	12.92	13.46	14.08	14.68	15.35	16.04	16.75	17.50
2	Hourly	11.73	12.08	12.48	12.92	13.34	13.77	14.38	15.05	15.68	16.39	17.14	17.89	18.68
3	Hourly	12.48	12.92	13.34	13.77	14.23	14.68	15.35	16.04	16.75	17.50	18.28	19.07	19.94
4	Hourly	13.34	13.77	14.23	14.68	15.19	15.68	16.39	17.14	17.89	18.68	19.52	20.37	21.27
5	Hourly	14.23	14.68	15.19	15.68	16.22	16.75	17.50	18.28	19.07	19.94	20.81	21.75	22.73
6	Hourly	15.19	15.68	16.22	16.75	17.31	17.89	18.68	19.52	20.37	21.27	22.23	23.24	24.27
7	Hourly	16.22	16.75	17.31	17.89	18.47	19.07	19.94	20.81	21.75	22.73	23.74	24.80	25.89
8	Hourly	17.31	17.89	18.47	19.07	19.72	20.37	21.27	22.23	23.24	24.27	25.34	26.46	27.62
9	Hourly	18.47	19.07	19.72	20.37	21.05	21.75	22.73	23.74	24.80	25.89	27.04	28.24	29.51
10	Hourly	19.72	20.37	21.05	21.75	22.47	23.24	24.27	25.34	26.46	27.62	28.84	30.16	31.50
11	Hourly	21.05	21.75	22.47	23.24	23.99	24.80	25.89	27.04	28.24	29.51	30.80	32.17	33.61
12	Hourly	22.47	23.24	23.99	24.80	25.58	26.46	27.62	28.84	30.16	31.50	32.87	34.34	35.86
13	Hourly	23.99	24.80	25.58	26.46	27.36	28.24	29.51	30.80	32.17	33.61	35.13	36.65	38.30
14	Hourly	25.58	26.46	27.36	28.24	29.17	30.16	31.50	32.87	34.34	35.86	37.47	39.13	40.89
	Salary Scale “A”	1,918.50	1,984.50	2,052.00	2,118.00	2,187.75	2,262.00	2,362.50	2,465.25	2,575.50	2,689.50	2,810.25	2,934.75	3,066.75
	Salary Scale “B”	2,046.40	2,116.80	2,188.80	2,259.20	2,333.60	2,412.80	2,520.00	2,629.60	2,747.20	2,868.80	2,997.60	3,130.40	3,271.20
15	Hourly	27.36	28.24	29.17	30.16	31.15	32.17	33.61	35.13	36.65	38.30	40.01	41.77	43.65
	Salary Scale “A”	2,052.00	2,118.00	2,187.75	2,262.00	2,336.25	2,412.75	2,520.75	2,634.75	2,748.75	2,872.50	3,000.75	3,132.75	3,273.75
	Salary Scale “B”	2,188.80	2,259.20	2,333.60	2,412.80	2,492.00	2,573.60	2,688.80	2,810.40	2,932.00	3,064.00	3,200.80	3,341.60	3,492.00
16	Hourly	29.17	30.16	31.15	32.17	33.23	34.34	35.86	37.47	39.13	40.89	42.69	44.59	46.60
	Salary Scale “A”	2,187.75	2,262.00	2,336.25	2,412.75	2,492.25	2,575.50	2,689.50	2,810.25	2,934.75	3,066.75	3,201.75	3,344.25	3,495.00
	Salary Scale “B”	2,333.60	2,412.80	2,492.00	2,573.60	2,658.40	2,747.20	2,868.80	2,997.60	3,130.40	3,271.20	3,415.20	3,567.20	3,728.00
17	Hourly	31.15	32.17	33.23	34.34	35.49	36.65	38.30	40.01	41.77	43.65	45.58	47.62	49.73
	Salary Scale “A”	2,336.25	2,412.75	2,492.25	2,575.50	2,661.75	2,748.75	2,872.50	3,000.75	3,132.75	3,273.75	3,418.50	3,571.50	3,729.75
	Salary Scale “B”	2,492.00	2,573.60	2,658.40	2,747.20	2,839.20	2,932.00	3,064.00	3,200.80	3,341.60	3,492.00	3,646.40	3,809.60	3,978.40
18	Hourly	33.23	34.34	35.49	36.65	37.88	39.13	40.89	42.69	44.59	46.60	48.66	50.83	53.08
	Salary Scale “A”	2,492.25	2,575.50	2,661.75	2,748.75	2,841.00	2,934.75	3,066.75	3,201.75	3,344.25	3,495.00	3,649.50	3,812.25	3,981.00
	Salary Scale “B”	2,658.40	2,747.20	2,839.20	2,932.00	3,030.40	3,130.40	3,271.20	3,415.20	3,567.20	3,728.00	3,892.80	4,066.40	4,246.40
19	Hourly	35.49	36.65	37.88	39.13	40.44	41.77	43.65	45.58	47.62	49.73	51.95	54.24	56.64
	Salary Scale “A”	2,661.75	2,748.75	2,841.00	2,934.75	3,033.00	3,132.75	3,273.75	3,418.50	3,571.50	3,729.75	3,896.25	4,068.00	4,248.00
	Salary Scale “B”	2,839.20	2,932.00	3,030.40	3,130.40	3,235.20	3,341.60	3,492.00	3,646.40	3,809.60	3,978.40	4,156.00	4,339.20	4,531.20
20	Hourly	37.88	39.13	40.44	41.77	43.16	44.59	46.60	48.66	50.83	53.08	55.44	57.87	60.42
	Salary Scale “A”	2,841.00	2,934.75	3,033.00	3,132.75	3,237.00	3,344.25	3,495.00	3,649.50	3,812.25	3,981.00	4,158.00	4,340.25	4,531.50
	Salary Scale “B”	3,030.40	3,130.40	3,235.20	3,341.60	3,452.80	3,567.20	3,728.00	3,892.80	4,066.40	4,246.40	4,435.20	4,629.60	4,833.60
21	Hourly	40.44	41.77	43.16	44.59	46.08	47.62	49.73	51.95	54.24	56.64	59.12	61.72	64.43
	Salary Scale “A”	3,033.00	3,132.75	3,237.00	3,344.25	3,456.00	3,571.50	3,729.75	3,896.25	4,068.00	4,248.00	4,434.00	4,629.00	4,832.25
	Salary Scale “B”	3,235.20	3,341.60	3,452.80	3,567.20	3,686.40	3,809.60	3,978.40	4,156.00	4,339.20	4,531.20	4,729.60	4,937.60	5,154.40
22	Salary Scale “A”	3,237.00	3,344.25	3,456.00	3,571.50	3,689.25	3,812.25	3,981.00	4,158.00	4,340.25	4,531.50	4,737.75	4,948.50	5,168.25
	Salary Scale “B”	3,452.80	3,567.20	3,686.40	3,809.60	3,935.20	4,066.40	4,246.40	4,435.20	4,629.60	4,833.60	5,053.60	5,278.40	5,512.80
23	Salary Scale “A”	3,456.00	3,571.50	3,689.25	3,812.25	3,937.50	4,068.00	4,248.00	4,434.00	4,629.00	4,832.25	5,058.00	5,282.25	5,517.75
	Salary Scale “B”	3,686.40	3,809.60	3,935.20	4,066.40	4,200.00	4,339.20	4,531.20	4,729.60	4,937.60	5,154.40	5,395.20	5,634.40	5,885.60
24	Salary Scale “A”	3,689.25	3,812.25	3,937.50	4,068.00	4,203.75	4,340.25	4,531.50	4,737.75	4,948.50	5,168.25	5,398.50	5,639.25	5,889.75
	Salary Scale “B”	3,935.20	4,066.40	4,200.00	4,339.20	4,484.00	4,629.60	4,833.60	5,053.60	5,278.40	5,512.80	5,758.40	6,015.20	6,282.40
25	Salary Scale “A”	3,937.50	4,068.00	4,203.75	4,340.25	4,486.50	4,629.00	4,832.25	5,058.00	5,282.25	5,517.75	5,763.75	6,018.75	6,287.25
	Salary Scale “B”	4,200.00	4,339.20	4,484.00	4,629.60	4,785.60	4,937.60	5,154.40	5,395.20	5,634.40	5,885.60	6,148.00	6,420.00	6,706.40
26	Salary Scale “A”	4,203.75	4,340.25	4,486.50	4,629.00	4,788.75	4,948.50	5,168.25	5,398.50	5,639.25	5,889.75	6,153.00	6,425.25	6,708.00
	Salary Scale “B”	4,484.00	4,629.60	4,785.60	4,937.60	5,108.00	5,278.40	5,512.80	5,758.40	6,015.20	6,282.40	6,563.20	6,853.60	7,155.20
27	Salary Scale “A”	4,486.50	4,629.00	4,788.75	4,948.50	5,112.00	5,282.25	5,517.75	5,763.75	6,018.75	6,287.25	6,564.75	6,852.75	7,154.25
	Salary Scale “B”	4,785.60	4,937.60	5,108.00	5,278.40	5,452.80	5,634.40	5,885.60	6,148.00	6,420.00	6,706.40	7,002.40	7,309.60	7,631.20
28	Salary Scale “A”	4,788.75	4,948.50	5,112.00	5,282.25	5,457.00	5,639.25	5,889.75	6,153.00	6,425.25	6,708.00	7,004.25	7,311.00	7,634.25
	Salary Scale “B”	5,108.00	5,278.40	5,452.80	5,634.40	5,820.80	6,015.20	6,282.40	6,563.20	6,853.60	7,155.20	7,471.20	7,798.40	8,143.20

MEBA – CBJ Collective Bargaining Agreement
July 01, 2022~~19~~ – June 30, 2025~~2~~

MEBA 1%
Effective 7/6/2020

Range	Pay Type	1	2	3	4	5	6	7	8	9	10	11	12	13
1	Hourly	11.08	11.43	11.85	12.20	12.60	13.05	13.59	14.22	14.83	15.50	16.20	16.92	17.68
2	Hourly	11.85	12.20	12.60	13.05	13.47	13.91	14.52	15.20	15.84	16.55	17.31	18.07	18.87
3	Hourly	12.60	13.05	13.47	13.91	14.37	14.83	15.50	16.20	16.92	17.68	18.46	19.26	20.14
4	Hourly	13.47	13.91	14.37	14.83	15.34	15.84	16.55	17.31	18.07	18.87	19.72	20.57	21.48
5	Hourly	14.37	14.83	15.34	15.84	16.38	16.92	17.68	18.46	19.26	20.14	21.02	21.97	22.96
6	Hourly	15.34	15.84	16.38	16.92	17.48	18.07	18.87	19.72	20.57	21.48	22.45	23.47	24.51
7	Hourly	16.38	16.92	17.48	18.07	18.65	19.26	20.14	21.02	21.97	22.96	23.98	25.05	26.15
8	Hourly	17.48	18.07	18.65	19.26	19.92	20.57	21.48	22.45	23.47	24.51	25.59	26.72	27.90
9	Hourly	18.65	19.26	19.92	20.57	21.26	21.97	22.96	23.98	25.05	26.15	27.31	28.52	29.81
10	Hourly	19.92	20.57	21.26	21.97	22.69	23.47	24.51	25.59	26.72	27.90	29.13	30.46	31.82
11	Hourly	21.26	21.97	22.69	23.47	24.23	25.05	26.15	27.31	28.52	29.81	31.11	32.49	33.95
12	Hourly	22.69	23.47	24.23	25.05	25.84	26.72	27.90	29.13	30.46	31.82	33.20	34.68	36.22
13	Hourly	24.23	25.05	25.84	26.72	27.63	28.52	29.81	31.11	32.49	33.95	35.48	37.02	38.68
14	Hourly	25.84	26.72	27.63	28.52	29.46	30.46	31.82	33.20	34.68	36.22	37.84	39.52	41.30
	Salary Scale "A"	1,938.00	2,004.00	2,072.25	2,139.00	2,209.50	2,284.50	2,366.50	2,490.00	2,601.00	2,716.50	2,838.00	2,964.00	3,097.50
	Salary Scale "B"	2,067.20	2,137.60	2,210.40	2,281.60	2,356.80	2,436.80	2,545.60	2,656.00	2,774.40	2,897.60	3,027.20	3,161.60	3,304.00
15	Hourly	27.63	28.52	29.46	30.46	31.46	32.49	33.95	35.48	37.02	38.68	40.41	42.19	44.09
	Salary Scale "A"	2,072.25	2,139.00	2,209.50	2,284.50	2,359.50	2,436.75	2,546.25	2,661.00	2,776.50	2,901.00	3,030.75	3,164.25	3,306.75
	Salary Scale "B"	2,210.40	2,281.60	2,356.80	2,436.80	2,516.80	2,599.20	2,716.00	2,838.40	2,961.60	3,094.40	3,232.80	3,375.20	3,527.20
16	Hourly	29.46	30.46	31.46	32.49	33.56	34.68	36.22	37.84	39.52	41.30	43.12	45.04	47.07
	Salary Scale "A"	2,209.50	2,284.50	2,359.50	2,436.75	2,517.00	2,601.00	2,716.50	2,838.00	2,964.00	3,097.50	3,234.00	3,378.00	3,530.25
	Salary Scale "B"	2,356.80	2,436.80	2,516.80	2,599.20	2,684.80	2,774.40	2,897.60	3,027.20	3,161.60	3,304.00	3,449.60	3,603.20	3,765.60
17	Hourly	31.46	32.49	33.56	34.68	35.84	37.02	38.68	40.41	42.19	44.09	46.04	48.10	50.23
	Salary Scale "A"	2,359.50	2,436.75	2,517.00	2,601.00	2,688.00	2,776.50	2,901.00	3,030.75	3,164.25	3,306.75	3,453.00	3,607.50	3,767.25
	Salary Scale "B"	2,516.80	2,599.20	2,684.80	2,774.40	2,867.20	2,961.60	3,094.40	3,232.80	3,375.20	3,527.20	3,683.20	3,848.00	4,018.40
18	Hourly	33.56	34.68	35.84	37.02	38.26	39.52	41.30	43.12	45.04	47.07	49.15	51.34	53.61
	Salary Scale "A"	2,517.00	2,601.00	2,688.00	2,776.50	2,869.50	2,964.00	3,097.50	3,234.00	3,378.00	3,530.25	3,686.25	3,850.50	4,020.75
	Salary Scale "B"	2,684.80	2,774.40	2,867.20	2,961.60	3,060.80	3,161.60	3,304.00	3,449.60	3,603.20	3,765.60	3,932.00	4,107.20	4,288.80
19	Hourly	35.84	37.02	38.26	39.52	40.84	42.19	44.09	46.04	48.10	50.23	52.47	54.78	57.21
	Salary Scale "A"	2,688.00	2,776.50	2,869.50	2,964.00	3,063.00	3,164.25	3,306.75	3,453.00	3,607.50	3,767.25	3,935.25	4,108.50	4,290.75
	Salary Scale "B"	2,867.20	2,961.60	3,060.80	3,161.60	3,267.20	3,375.20	3,527.20	3,683.20	3,848.00	4,018.40	4,197.60	4,382.40	4,576.80
20	Hourly	38.26	39.52	40.84	42.19	43.59	45.04	47.07	49.15	51.34	53.61	55.99	58.45	61.02
	Salary Scale "A"	2,869.50	2,964.00	3,063.00	3,164.25	3,269.25	3,378.00	3,530.25	3,686.25	3,850.50	4,020.75	4,199.25	4,383.75	4,576.50
	Salary Scale "B"	3,060.80	3,161.60	3,267.20	3,375.20	3,487.20	3,603.20	3,765.60	3,932.00	4,107.20	4,288.80	4,479.20	4,676.00	4,881.60
21	Hourly	40.84	42.19	43.59	45.04	46.54	48.10	50.23	52.47	54.78	57.21	59.71	62.34	65.07
	Salary Scale "A"	3,063.00	3,164.25	3,269.25	3,378.00	3,490.50	3,607.50	3,767.25	3,935.25	4,108.50	4,290.75	4,478.25	4,675.50	4,880.25
	Salary Scale "B"	3,267.20	3,375.20	3,487.20	3,603.20	3,723.20	3,848.00	4,018.40	4,197.60	4,382.40	4,576.80	4,776.80	4,987.20	5,205.60
22	Salary Scale "A"	3,269.25	3,378.00	3,490.50	3,607.50	3,726.00	3,850.50	4,020.75	4,199.25	4,383.75	4,576.50	4,785.00	4,998.00	5,220.00
	Salary Scale "B"	3,487.20	3,603.20	3,723.20	3,848.00	3,974.40	4,107.20	4,288.80	4,479.20	4,676.00	4,881.60	5,104.00	5,331.20	5,568.00
23	Salary Scale "A"	3,490.50	3,607.50	3,726.00	3,850.50	3,977.25	4,108.50	4,290.75	4,478.25	4,675.50	4,880.25	5,108.25	5,334.75	5,573.25
	Salary Scale "B"	3,723.20	3,848.00	3,974.40	4,107.20	4,242.40	4,382.40	4,576.80	4,776.80	4,987.20	5,205.60	5,448.80	5,690.40	5,944.80
24	Salary Scale "A"	3,726.00	3,850.50	3,977.25	4,108.50	4,245.75	4,383.75	4,576.50	4,785.00	4,998.00	5,220.00	5,452.50	5,695.50	5,949.00
	Salary Scale "B"	3,974.40	4,107.20	4,242.40	4,382.40	4,528.80	4,676.00	4,881.60	5,104.00	5,331.20	5,568.00	5,816.00	6,075.20	6,345.60
25	Salary Scale "A"	3,977.25	4,108.50	4,245.75	4,383.75	4,531.50	4,675.50	4,880.25	5,108.25	5,334.75	5,573.25	5,821.50	6,078.75	6,350.25
	Salary Scale "B"	4,242.40	4,382.40	4,528.80	4,676.00	4,833.60	4,987.20	5,205.60	5,448.80	5,690.40	5,944.80	6,209.60	6,484.00	6,773.60
26	Salary Scale "A"	4,245.75	4,383.75	4,531.50	4,675.50	4,836.75	4,998.00	5,220.00	5,452.50	5,695.50	5,949.00	6,214.50	6,489.75	6,774.75
	Salary Scale "B"	4,528.80	4,676.00	4,833.60	4,987.20	5,159.20	5,331.20	5,568.00	5,816.00	6,075.20	6,345.60	6,628.80	6,922.40	7,226.40
27	Salary Scale "A"	4,531.50	4,675.50	4,836.75	4,998.00	5,163.00	5,334.75	5,573.25	5,821.50	6,078.75	6,350.25	6,630.75	6,921.00	7,225.50
	Salary Scale "B"	4,833.60	4,987.20	5,159.20	5,331.20	5,507.20	5,690.40	5,944.80	6,209.60	6,484.00	6,773.60	7,072.80	7,382.40	7,707.20
28	Salary Scale "A"	4,836.75	4,998.00	5,163.00	5,334.75	5,511.75	5,695.50	5,949.00	6,214.50	6,489.75	6,774.75	7,074.00	7,383.75	7,710.75
	Salary Scale "B"	5,159.20	5,331.20	5,507.20	5,690.40	5,879.20	6,075.20	6,345.60	6,628.80	6,922.40	7,226.40	7,545.60	7,876.00	8,224.80

MEBA – CBJ Collective Bargaining Agreement
July 01, 2022~~19~~ – June 30, 2025~~2~~

MEBA 1%
Effective 7/5/2021

Range	Pay Type	1	2	3	4	5	6	7	8	9	10	11	12	13
1	Hourly	11.19	11.54	11.97	12.32	12.73	13.18	13.73	14.36	14.98	15.66	16.36	17.09	17.86
2	Hourly	11.97	12.32	12.73	13.18	13.60	14.05	14.67	15.35	16.00	16.72	17.48	18.25	19.06
3	Hourly	12.73	13.18	13.60	14.05	14.51	14.98	15.66	16.36	17.09	17.86	18.64	19.45	20.34
4	Hourly	13.60	14.05	14.51	14.98	15.49	16.00	16.72	17.48	18.25	19.06	19.92	20.78	21.69
5	Hourly	14.51	14.98	15.49	16.00	16.54	17.09	17.86	18.64	19.45	20.34	21.23	22.19	23.19
6	Hourly	15.49	16.00	16.54	17.09	17.65	18.25	19.06	19.92	20.78	21.69	22.67	23.70	24.76
7	Hourly	16.54	17.09	17.65	18.25	18.84	19.45	20.34	21.23	22.19	23.19	24.22	25.30	26.41
8	Hourly	17.65	18.25	18.84	19.45	20.12	20.78	21.69	22.67	23.70	24.76	25.85	26.99	28.18
9	Hourly	18.84	19.45	20.12	20.78	21.47	22.19	23.19	24.22	25.30	26.41	27.58	28.81	30.11
10	Hourly	20.12	20.78	21.47	22.19	22.92	23.70	24.76	25.85	26.99	28.18	29.42	30.76	32.14
11	Hourly	21.47	22.19	22.92	23.70	24.47	25.30	26.41	27.58	28.81	30.11	31.42	32.81	34.29
12	Hourly	22.92	23.70	24.47	25.30	26.10	26.99	28.18	29.42	30.76	32.14	33.53	35.03	36.58
13	Hourly	24.47	25.30	26.10	26.99	27.91	28.81	30.11	31.42	32.81	34.29	35.83	37.39	39.07
14	Hourly	26.10	26.99	27.91	28.81	29.75	30.76	32.14	33.53	35.03	36.58	38.22	39.92	41.71
14	Salary Scale "A"	1,957.50	2,024.25	2,093.25	2,160.75	2,231.25	2,307.00	2,410.50	2,514.75	2,627.25	2,743.50	2,866.50	2,994.00	3,128.25
	Salary Scale "B"	2,088.00	2,159.20	2,232.80	2,304.80	2,380.00	2,460.80	2,571.20	2,682.40	2,802.40	2,926.40	3,057.60	3,193.60	3,336.80
15	Hourly	27.91	28.81	29.75	30.76	31.77	32.81	34.29	35.83	37.39	39.07	40.81	42.61	44.53
15	Salary Scale "A"	2,093.25	2,160.75	2,231.25	2,307.00	2,382.75	2,460.75	2,571.75	2,687.25	2,804.25	2,930.25	3,060.75	3,195.75	3,339.75
	Salary Scale "B"	2,232.80	2,304.80	2,380.00	2,460.80	2,541.60	2,624.80	2,743.20	2,866.40	2,991.20	3,125.60	3,264.80	3,408.80	3,562.40
16	Hourly	29.75	30.76	31.77	32.81	33.90	35.03	36.58	38.22	39.92	41.71	43.55	45.49	47.54
16	Salary Scale "A"	2,231.25	2,307.00	2,382.75	2,460.75	2,542.50	2,627.25	2,743.50	2,866.50	2,994.00	3,128.25	3,266.25	3,411.75	3,565.50
	Salary Scale "B"	2,380.00	2,460.80	2,541.60	2,624.80	2,712.00	2,802.40	2,926.40	3,057.60	3,193.60	3,336.80	3,484.00	3,639.20	3,803.20
17	Hourly	31.77	32.81	33.90	35.03	36.20	37.39	39.07	40.81	42.61	44.53	46.50	48.58	50.73
17	Salary Scale "A"	2,382.75	2,460.75	2,542.50	2,627.25	2,715.00	2,804.25	2,930.25	3,060.75	3,195.75	3,339.75	3,487.50	3,643.50	3,804.75
	Salary Scale "B"	2,541.60	2,624.80	2,712.00	2,802.40	2,896.00	2,991.20	3,125.60	3,264.80	3,408.80	3,562.40	3,720.00	3,886.40	4,058.40
18	Hourly	33.90	35.03	36.20	37.39	38.64	39.92	41.71	43.55	45.49	47.54	49.64	51.85	54.15
18	Salary Scale "A"	2,542.50	2,627.25	2,715.00	2,804.25	2,898.00	2,994.00	3,128.25	3,266.25	3,411.75	3,565.50	3,723.00	3,888.75	4,061.25
	Salary Scale "B"	2,712.00	2,802.40	2,896.00	2,991.20	3,091.20	3,193.60	3,336.80	3,484.00	3,639.20	3,803.20	3,971.20	4,148.00	4,332.00
19	Hourly	36.20	37.39	38.64	39.92	41.25	42.61	44.53	46.50	48.58	50.73	52.99	55.33	57.78
19	Salary Scale "A"	2,715.00	2,804.25	2,898.00	2,994.00	3,093.75	3,195.75	3,339.75	3,487.50	3,643.50	3,804.75	3,974.25	4,149.75	4,333.50
	Salary Scale "B"	2,896.00	2,991.20	3,091.20	3,193.60	3,300.00	3,408.80	3,562.40	3,720.00	3,886.40	4,058.40	4,239.20	4,426.40	4,622.40
20	Hourly	38.64	39.92	41.25	42.61	44.03	45.49	47.54	49.64	51.85	54.15	56.55	59.03	61.63
20	Salary Scale "A"	2,898.00	2,994.00	3,093.75	3,195.75	3,302.25	3,411.75	3,565.50	3,723.00	3,888.75	4,061.25	4,241.25	4,427.25	4,622.25
	Salary Scale "B"	3,091.20	3,193.60	3,300.00	3,408.80	3,522.40	3,639.20	3,803.20	3,971.20	4,148.00	4,332.00	4,524.00	4,722.40	4,930.40
21	Hourly	41.25	42.61	44.03	45.49	47.01	48.58	50.73	52.99	55.33	57.78	60.31	62.96	65.72
21	Salary Scale "A"	3,093.75	3,195.75	3,302.25	3,411.75	3,525.75	3,643.50	3,804.75	3,974.25	4,149.75	4,333.50	4,523.25	4,722.00	4,929.00
	Salary Scale "B"	3,300.00	3,408.80	3,522.40	3,639.20	3,760.80	3,886.40	4,058.40	4,239.20	4,426.40	4,622.40	4,824.80	5,036.80	5,257.60
22	Salary Scale "A"	3,302.25	3,411.75	3,525.75	3,643.50	3,763.50	3,888.75	4,061.25	4,241.25	4,427.25	4,622.25	4,833.00	5,048.25	5,272.50
22	Salary Scale "B"	3,522.40	3,639.20	3,760.80	3,886.40	4,014.40	4,148.00	4,332.00	4,524.00	4,722.40	4,930.40	5,155.20	5,384.80	5,624.00
23	Salary Scale "A"	3,525.75	3,643.50	3,763.50	3,888.75	4,017.00	4,149.75	4,333.50	4,523.25	4,722.00	4,929.00	5,159.25	5,388.00	5,628.75
23	Salary Scale "B"	3,760.80	3,886.40	4,014.40	4,148.00	4,284.80	4,426.40	4,622.40	4,824.80	5,036.80	5,257.60	5,503.20	5,747.20	6,004.00
24	Salary Scale "A"	3,763.50	3,888.75	4,017.00	4,149.75	4,288.50	4,427.25	4,622.25	4,833.00	5,048.25	5,272.50	5,507.25	5,752.50	6,008.25
24	Salary Scale "B"	4,014.40	4,148.00	4,284.80	4,426.40	4,574.40	4,722.40	4,930.40	5,155.20	5,384.80	5,624.00	5,874.40	6,136.00	6,408.80
25	Salary Scale "A"	4,017.00	4,149.75	4,288.50	4,427.25	4,576.50	4,722.00	4,929.00	5,159.25	5,388.00	5,628.75	5,880.00	6,139.50	6,414.00
25	Salary Scale "B"	4,284.80	4,426.40	4,574.40	4,722.40	4,881.60	5,036.80	5,257.60	5,503.20	5,747.20	6,004.00	6,272.00	6,548.80	6,841.60
26	Salary Scale "A"	4,288.50	4,427.25	4,576.50	4,722.00	4,884.75	5,048.25	5,272.50	5,507.25	5,752.50	6,008.25	6,276.75	6,555.00	6,842.25
26	Salary Scale "B"	4,574.40	4,722.40	4,881.60	5,036.80	5,210.40	5,384.80	5,624.00	5,874.40	6,136.00	6,408.80	6,695.20	6,992.00	7,298.40
27	Salary Scale "A"	4,576.50	4,722.00	4,884.75	5,048.25	5,214.75	5,388.00	5,628.75	5,880.00	6,139.50	6,414.00	6,696.75	6,990.00	7,297.50
27	Salary Scale "B"	4,881.60	5,036.80	5,210.40	5,384.80	5,562.40	5,747.20	6,004.00	6,272.00	6,548.80	6,841.60	7,143.20	7,456.00	7,784.00
28	Salary Scale "A"	4,884.75	5,048.25	5,214.75	5,388.00	5,566.50	5,752.50	6,008.25	6,276.75	6,555.00	6,842.25	7,144.50	7,457.25	7,788.00
28	Salary Scale "B"	5,210.40	5,384.80	5,562.40	5,747.20	5,937.60	6,136.00	6,408.80	6,695.20	6,992.00	7,298.40	7,620.80	7,954.40	8,307.20

MEBA – CBJ Collective Bargaining Agreement
July 01, 20~~22~~²²19 – June 30, 202~~5~~⁵2

Appendix “C” *(to be updated after ratification)*

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.

Personnel Rule	Topic	Effect on Agreement	Contract Provision
Rule 1	Position Classification	Applies	
Rule 2	Recruitment	Applies +	Article 5, Section 10
Rule 3	Examination	Applies	
Rule 4	Selection	Applies	
Rule 5	Appointments	Applies with the exception of 5 PR 021 and 5 PR 045	Article 15, Sections 1& 2 summarize PT employment.
Rule 6	Probationary Periods	Applies	
Rule 7	Hours of Work & Holidays		
7 PR 005	Scheduling Hours of Work	Applies +	Article 14, Section 2 & 6
7 PR 010	Minimum Work Week	Applies	
7 PR 015	Normal Work Week	Applies	
7 PR 020	Normal Work Day	Applies +	Article 14, Section 3 & 4
7 PR 021	Employee Furlough	Does not Apply	No provision
7 PR 025	City and Borough Holidays	Replaced by Contract	Article 10, Section 1 (A) – (F)
7 PR 026	Eaglecrest Holidays	Does not apply	n/a
7 PR 030	Alternate Leave	Replaced by Contract	Article 10, Section 2
Rule 8	Performance Evaluations		
8 PR 005	Basis	Applies	
8 PR 010	Frequency and Standards	Applies	
8 PR 015	Discussion	Applies	
8 PR 020	Rebuttal	Applies	
8 PR 025	Performance Improvement Plans	Applies	
Rule 9	Training		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Applies	
9 PR 020	Training Reimbursement	Replaced by Contract	Article 6, Section 1-4, Article 7, Sections 1-4.A Article 11, Section 12
9 PR 025	Training Reimbursement Schedule	Applies +	Article 7, Section 7.4.B
9 PR 030	Licenses and Certifications	Applies	
Rule 10	Pay		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies	
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Applies	
10 PR 045	Pay Range Increase	Applies	
10 PR 050	Involuntary Demotion	Applies	
10 PR 051	ADA Reassignment	Applies	

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

MEBA – CBJ Collective Bargaining Agreement
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Personnel Rule	Topic	Effect on Agreement	Contract Provision
11 PR 090	Military Leave without Pay	Replaced by Contract	Article 9, Section 18
11 PR 095	Military Leave with Pay	Replaced by Contract	Article 9, Section 18
11 PR 100	Emergency Service Leave	Replaced by Contract	Article 9, Section 18
11 PR 105	Maximum Paid Military and Emergency Service Leave	Replaced by Contract	Article 9, Section 18
11 PR 110	Donation of Leave	Replaced by Contract	Article 9, Section 9
11 PR 115	Seasonal Leave	Replaced by Contract	Article 9, Section 23
11 PR 120	Medical Leave on Separation	Replaced by Contract	Article 9, Section 20
11 PR 125	Personal or Annual Leave on Separation	Replaced by Contract	Article 9, Section 19
11 PR 130	Parent-Teacher Conference Leave	Replaced by Contract	Article 9, Section 21
Rule 12	Resignation, Nondisciplinary Separation and Voluntary Demotion	Applies	
Rule 13	Disciplinary Actions	Applies	
Rule 14	Reduction in Work Force	Applies	
Rule 15	Grievance and Appeal Procedure	Replaced by Contract	Article 18
Rule 16	Standards of Conduct	Applies +	Article 4 Article 5, Section 7 Article 8, Section 3 Article 12 Article 13
Rule 17	General Provisions		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 11, Section 14 and Article 17
17 PR 015	Continuation of Health Insurance	Applies	Article 23, Section 3
17 PR 020	Licensed Employees	Applies	
17 PR 025	Wearing of Uniforms	Applies	Article 8, Section 2
Rule 18	Compensation and Reimbursements		
18 PR 005	Pay Schedules	Replaced by Contract	Article 11, Section 1
18 PR 010	Daily Pay Rate for Salaried Employees	Applies	
18 PR 015	Shift Differentials	Replaced by Contract	Article 11, Section 8
18 PR 020	Standby Rate	Replaced by Contract	Article 11, Section 9
18 PR 025	Increased Responsibilities Differential	Replaced by Contract	Article 11, Section 10
18 PR 026	Temporary Supervision Pay	Replaced by Contract	Article 11, Section 10B
18 PR 027	Health Benefits and Employee Wellness	Replaced by Contract	Article 23, Sections 1-7
18 PR 030	Uniforms	Replaced by Contract	Article 8, Sections 1 – 3 & 6
18 PR 035	Tool Allowance	Replaced by Contract	Article 8, Section 4
18 PR 037	Repayment to Employer	(a) Replaced by Contract; (b) applies	Article 8, Section 5 Article 8, Section 6
18 PR 040	Travel Reimbursement	Applies	
18 PR 045	Mileage and Vehicle Allowance	Applies	
18 PR 050	Awards	Applies	
18 PR 055	Reimbursement of Interview Travel Expenses	Applies	
18 PR 060	Relocation Expense	Applies	
Rule 19	Eaglecrest Ski Area Pay	Does not apply	n/a

MEBA – CBJ Collective Bargaining Agreement
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Rule 20	Definitions	Applies +	Article 18, Section 4
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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

MEBA – CBJ Collective Bargaining Agreement
July 01, 20~~22~~¹⁹ – June 30, 202~~52~~⁵²

Appendix “D”

STEP _____

**GRIEVANCE FORM
MEBA/CBJ**

1. _____
Name of Employee
2. _____
Social Security or Employee Number
3. _____
Department/Division/Section
4. _____
Work Phone Number
5. _____
Supervisor's Name
6. _____
Work Phone Number
7. _____
Date Grievance Occurred
8. _____
Date Grievance discussed with Supervisor
9. Did this grievance involve a violation of the contract? _____ If so, list which article(s) and section(s): _____

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

11. What is the remedy sought? _____

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

Signature (Grievant or Representative)

Date

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

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 SOUTH SEWARD STREET, JUNEAU ALASKA 99801

DATE: June 15, 2022

TO: Duncan Rorie Watt
City Manager

FROM: Renee Loree *Renee Loree*
Purchasing Officer

SUBJECT: **Recommendation to Award Bid No. 23-001 Term Contract for Household Hazardous Waste Processing and Facility Management**

Bids were opened on the subject project on April 28, 2022. The following bids were received:

Bidder	Total Bid
Clean Harbors Environmental Services	\$799,122.72
US Ecology Alaska, LLC	\$1,122,894.20
Clean Earth Environmental Solutions	\$1,398,324.80
Waste Management National Services	Non-Responsive - \$764,246.48

Buyer: Shelly Klawonn, Senior Buyer

Funding Source: 570770301-5390 Waste Management Household Hazardous Waste, Contractual Services

Commitment: \$799,122.72

The Protest period ended June 15, 2022.

With the concurrence of Lori Sowa, Engineer II Public Works, the Purchasing Division recommends award to Clean Harbors Environmental Services on the basis of having the lowest responsive and responsible bid price in the amount of \$799,122.72. Waste Management National Services was previously approved by the Assembly, but their bid was deemed non-responsive due to conditioning of the bid. The difference between Waste Management and Clean Harbors is \$34,876.24.

Approved:

Duncan Rorie Watt, City Manager

Date of Assembly Approval: _____



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

May 24, 2022

City and Borough of Juneau

Via Email:

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Beverage dispensary		648
Licensee:	YC Juneau Hotel LLC		
Doing Business As:	Westmark Baranof Hotel		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director
Alcohol and Marijuana Control Office (AMCO)



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Packet Page 205 of 313
**Department of Commerce, Community,
and Economic Development**
ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

May 18, 2022

Juneau City and Borough

VIA Email: beth.mcewen@juneau.org ; city.clerk@juneau.org ; di.cathcart@juneau.org

License Type:	Package Store	License Number:	3507
Licensee:	Carr- Gottstein Foods Co.		
Doing Business As:	Oaken Keg Spirit Shop #3507		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

May 24, 2022

City and Borough of Juneau

Via Email: beth.mcewen@juneau.org; city.clerk@juneau.org;

di.cathcart@juneau.org

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Restaurant/Eating Place		3049
Licensee:	Valley Restaurant LLC		
Doing Business As:	The Valley Restaurant		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director
Alcohol and Marijuana Control Office (AMCO)



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

June 7, 2022

City and Borough of Juneau

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Restaurant/Eating Place		4405
Licensee:	Tides Complex Inc.		
Doing Business As:	Dragon Inn		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director
Alcohol and Marijuana Control Office (AMCO)



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

May 20, 2022

City and Borough of Juneau

Via Email: beth.mcewen@juneau.org; city.clerk@juneau.org;

di.cathcart@juneau.org

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Restaurant/Eating Place		5153
Licensee:	Midnight Ninja Ventures Inc.		
Doing Business As:	The Rookery Café		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director
Alcohol and Marijuana Control Office (AMCO)

Presented by: The Manager
Introduced: June 13, 2022
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-06(b)(A)

An Ordinance Appropriating \$333,402 to the Manager for a Grant to Aiding Women in Abuse and Rape Emergencies (AWARE) for Construction of a Retaining Wall; Grant Funding Provided by the Alaska Department of Commerce, Community and Economic Development.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Appropriation. There is appropriated to the Manager the sum of \$333,402 for a grant to Aiding Women in Abuse and Rape Emergencies (AWARE) for construction of a retaining wall.

Section 3. Source of Funds

Alaska Department of Commerce, Community and Economic Development	\$333,402
--	-----------

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2021.

Beth A. Weldon, Mayor

Attest:

Elizabeth A. McEwen, Municipal Clerk

Presented by: The Manager
Presented: 06/13/2022
Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-28

An Ordinance Authorizing the Manager to Lease Office Space at the Juneau Police Department Headquarters to the U.S. Drug Enforcement Administration.

WHEREAS, like the rest of the country, Juneau and Southeast Alaska have been dealing with the abuse of illicit substances; and

WHEREAS, in 2018 the federal government designated large portions of Alaska as a High Intensity Drug Trafficking Area (HIDTA); and

WHEREAS, law enforcement organizations working within HIDTAs assess drug-trafficking problems and design specific initiatives to decrease the production, transportation, and distribution of drugs in regional areas such as Juneau; and

WHEREAS, the Alaska High Intensity Drug Trafficking Area "HIDTA" Taskforce is a regional taskforce comprised of Southeast Alaska municipal police departments and federal agencies that work together to investigate drug importation and distribution in the Southeast Alaska region; and

WHEREAS, the Juneau Police Department (JPD) currently has two sworn officers assigned to the JPD Drug Enforcement Unit (DEU) who work with the Southeast Alaska Regional HIDTA Taskforce to identify and investigate local illegal drug activity; and

WHEREAS, there are two full time U.S. Drug Enforcement Administration (DEA) agents working out of the JPD facility as part of the Southeast Alaska Regional HIDTA Taskforce; and

WHEREAS, having a DEA server located at the JPD facility will enable the DEA agents to have quicker and more reliable access to a DEA computer system, which will help Juneau and Southeast Alaska continue the goals of the HIDTA program.

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

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Authorization. The Manager is authorized to lease space for two workstations, a server, and reasonably necessary accessories at the Juneau Police Department main facility located at:

6255 Alaway Avenue, Juneau, AK, 99801, which is also known as Tract J1 of J.P.D. Subdivision II, Plat #2009-15, Juneau Recording District.

Section 3. Terms and Conditions. The final lease shall be subject to the following essential terms and conditions:

(A) Purpose. The purpose of this lease is for the U.S. Drug Enforcement Administration (DEA) to house a computer server and work stations at the Juneau Police Department main facility, located at 6255 Alaway Avenue, Juneau, AK 99801. Currently, there are two full time DEA agents working out of the Juneau Police Department facility as part of the Southeast Alaska Regional HIDTA Taskforce.

(B) Term. The initial lease term shall be five years.

(C) Renewal. The lease may be renewed every five years for a maximum term of 35 years.

(D) Termination. In addition to any provision of CBJC 53.20, either party may terminate this lease by giving 30 days written notice.

(E) Maintenance. The DEA is responsible for the cost of all its equipment being housed at JPD as well as any necessary maintenance of the equipment, and the DEA agrees to maintain a firewall between the DEA server and JPD servers and computers.

(F) Rent. Consistent with CBJC 53.09.270(a) and 53.20.050, there is no rent cost to the DEA.

(G) Other terms and conditions. The Manager may include other lease terms and conditions as the Manager determines to be in the public interest.

Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk

Presented by: The Manager
 Introduced: 06/27/2022
 Drafted by: R. Palmer III

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2022-35

An Ordinance Authorizing an Alternative Procurement Method Related to the City and Borough's Mendenhall Waste Water Treatment Plant Infrastructure Upgrade.

WHEREAS, the Mendenhall Waste Water Treatment Plant (MWWTP) is a critical utility for the City and Borough's (CBJ's) treatment of waste water from the hospital area, Lemon Creek, and much of the Mendenhall Valley; and

WHEREAS, the MWWTP is currently controlled by a 1980s Single Board Computer and an Allen Bradley PLC 540E Programmable Logic Controller, which are now obsolete systems and unsupported by their original manufacturer; and

WHEREAS, in order to modernize the MWWTP, the CBJ approved the Waste Water Controls and Supervisory Control and Data Acquisition (SCADA) upgrade project; and

WHEREAS, the Waste Water SCADA project is intended to replace the current computer and controller with a SCADA system for MWWTP operators to better monitor and control the treatment plant's processes; and

WHEREAS, in 2021, the CBJ signed a compliance order by consent with the State of Alaska Department of Environmental Conservation that recognized the critical nature of the SCADA upgrades to plant performance and includes a requirement to complete the SCADA project by November 2024; and

WHEREAS, modernizing the MWWTP will require a fully collaborative process between the CBJ, the design team, and the SCADA contractors; and

WHEREAS, the consequences of failure of a critical utility are significant, including the possibility of flooding homes with sewage or releasing inadequately treated wastewater to the Mendenhall River; and

WHEREAS, reaching 100% design before any construction has commenced is not practical because some form of deconstruction needs to occur in the old control sections to fully as-built that infrastructure and develop a controls switch-over plan; and

WHEREAS, attempting to complete the project using design-bid-build would create plant outages early on and draw the construction phase of the project out, resulting in higher design and construction costs, extra work for plant staff, the likelihood of expensive change orders, and an unreasonable risk of plant failures; and

WHEREAS, the project design plans are at a point in which a construction company joining the project would add substantial value to help guide the completion of the design, plan for the cut over from the old system to the new, and begin some preliminary construction tasks; and

WHEREAS, an alternative procurement approach, such as Construction Manager at Risk (CMAR) can address many of these risks because it allows the design team to anticipate and address issues that arise by close collaboration with the construction team and is ideally suited for projects with high complexity and many unknowns; and

WHEREAS, a purpose of the CBJ's purchasing process is to provide for a fair and equitable method of procuring services and improvements while maximizing the value of public funds and benefit to the community; and

WHEREAS, CBJ Charter Section 9.14(b)(6) requires public improvements be procured by competitive bid except that the Assembly—by ordinance—may adopt an alternative procurement method upon the City Manager finding it would be in the best interest of the City and Borough to do so based on cost, timing, and other relevant criteria.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Conflicts with Chapter CBJC 53.50. To the extent the alternative procurement authorized pursuant to this ordinance conflicts with provisions in CBJC 53.50, this ordinance controls.

Section 3. Maximum Dollar Amount. The alternative procurement authorized pursuant to this ordinance shall not exceed \$3,900,000. The source of funds is the Waste Water SCADA Improvement Capital Improvement Project.

Section 4. Methodology: Construction Manager at Risk (CMAR). With a CMAR procurement method, a construction management company assumes the risk for construction of the Waste Water SCADA project, within a Guaranteed Maximum Price as a general contractor, and provides consultation to the CBJ regarding construction during and after design of the Waste Water SCADA project.

Section 5. Best Interest Finding. The Assembly concurs with the City Manager's best interest finding. A CMAR alternative procurement is in the best interest of the City and Borough of Juneau and the public for the infrastructure upgrades to the Mendenhall Waste Water Treatment Plant. This finding is premised upon the following:

- (a) The Mendenhall Waste Water Treatment Plant is a critical CBJ utility that operates constantly and a high degree of coordination is required because the waste water system is unable to be shut down during the project; and
- (b) The infrastructure upgrades are complex and include high risk of environmental, customer, and regulatory harm, including: failure of the treatment plant operations, incapacitation of one or more treatment processes, poorly treated effluent discharges, pollution, environmental damage, customer harm, and fines from the regulating agencies; and
- (c) The CMAR approach can mitigate many of the risks because it allows the design team to anticipate and address issues that arise by close collaboration with the construction team to minimize the threat to infrastructure and the environment.

Section 6. Criteria for Selection of a Construction Manager at Risk Procurement. The procurement shall include qualifications-based selection criteria designed to provide the CBJ with the best value, including the following terms:

1. Firm history and qualifications
2. Experience with similar projects
3. Personnel proposed
4. Safety Record
5. Project understanding and approach
6. Quality Control program
7. Pre-construction Service Fees

Section 7. Approval Process. The City Manager is authorized to competitively solicit proposals, rate the proposals consistent with the criteria prescribed by this ordinance, and present a recommended CMAR company proposal to the Assembly for approval. The City Manager would then be authorized to negotiate and contract with the CMAR company approved by the Assembly.

Section 8. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this ____ day of _____, 2022.

Beth A. Weldon, Mayor

Attest:

Elizabeth J. McEwen, Municipal Clerk



TO: Mayor Weldon and CBJ Assembly

DATE: June 23, 2022

FROM: Rorie Watt, City Manger

SUBJECT: Best Interest Finding for Alternative Procurement for MTP SCADA Project

Per the Charter, provided that the Manager submits a best interest finding, the Assembly may authorize alternative procurement methods by Ordinance. This memorandum is a Best Interest Finding that concludes that an alternative procurement for the Mendenhall Treatment Plant (MTP) Supervisory Control and Data Acquisition (SCADA) project is in the best interests of the City & Borough.

Best interest Finding

CBJ's conventional procurement method for construction projects is based on competitive bidding, with award determined solely on the basis of price. A project typically reaches 100% design before going out to bid and subsequently construction. In the case of the SCADA project, a low bid process would expose the CBJ to unnecessarily high design costs, cost the Utility expensive additive change orders and expose the facility (and compliance with our State permits) to inadequately experienced contractors.

The SCADA project is focused on updating plant technology in an effort to increase monitoring, measuring and efficiency of the plant treatment performance. The existing 1990's era SCADA system will be replaced with new technology to give better information and operator control, allowing staff to respond to the changing influent conditions commonly seen at wastewater treatment plants.

Given the state of our current records of the plant, reaching 100% design before any construction has commenced isn't practical. In order to do so, some form of deconstruction would need to occur to fully as-built existing systems so that a switch-over plan could be developed. Among other issues, this would create plant outages, cost additional funds and lengthen the construction of the project.

A Construction Manager at Risk contract will lend flexibility in these areas and allow the design and construction team to resolve issues as they arise. Additionally, this procurement method offers better project cost certainty. Overall, this approach will result in less time on site interrupting treatment operations, and lower overall project costs.

Simply put, low bid procurement would result in higher costs, more disruption to the plant, and more exposure to permitting non-compliance.

Selection Methodology

In traditional competitive bidding, construction contracts are awarded solely on price. CBJ procurement code typically requires a low bid process, with several exceptions, including for the purchase of used equipment, computerized hardware and software, professional services and medical supplies. Not all procurements are good fits for the low bid process.

For this project, a combination of cost and quality will be used as the selection criteria. For example, the review committee will consider contractor experience, contractor personnel expertise, demonstrated ability to mitigate and share risk, project price and the ability provide continuous operations for the plant during construction.

Recommended Action: This topic has been discussed several times at the PWFC, most recently at the regularly scheduled meeting on 6/6/22. I recommend that the Assembly approve this Ordinance.

Section 9.14. - Competitive bidding.

- (a) The assembly by ordinance shall provide for competitive bidding and procedures for competitive bidding.
- (b) Contracts for public improvements and, whenever practicable, other purchases of supplies, materials, equipment, and services, shall be by competitive bid and awarded to the lowest qualified bidder. This subsection (b) shall not apply to purchases of:
 - (1) Professional services,
 - (2) Services of officers and employees of the municipality acting within the scope of their office or employment,
 - (3) Services of officers and employees of the State of Alaska or the federal government if such services are provided pursuant to a written agreement with the employer,
 - (4) Services of students and members of the faculty of an accredited high school, college, or university if such services are provided pursuant to a written agreement with the school, or
 - (5) Services of members and employees of a nonprofit corporation registered as such with the State of Alaska, if:
 - (A) The services are provided pursuant to a written agreement with the corporation, and
 - (B) The total amount paid by the municipality divided by the number of hours of service provided by the members and employees of the corporation does not exceed double the minimum hourly wage established by the Alaska Wage and Hour Act.
- (6) Public improvements which, upon a written finding by the Manager that it would be in the best interests of the City and Borough based on cost, timing, and other relevant criteria, may be procured by supplemental agreements amending existing capital improvement contracts, competitive sealed proposals, or by other alternative procurement methods adopted by the assembly by ordinance. The maximum dollar amount, the criteria utilized, and the methodology shall be set by ordinance.**
- (c) All contracts and purchases exceeding an amount to be established by ordinance shall require prior assembly approval.

A REGULATION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Amendment of Title 20, Chapter 40 COMMERCIAL PASSENGER VEHICLES

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE MANAGER ADOPTS THE FOLLOWING AMENDMENT TO REGULATIONS:

Section 1. Authority. These regulations are proposed for adoption pursuant to CBJ 01.60 and CBJ 20.40.130(b).

Section 2. Amendment of Regulation. 20 CBJAC 40.430 Vehicle inspections, is amended to read:

20 CBJAC 40.430 Vehicle inspections.

(a) *Mechanical inspections.* Prior to issuance of a vehicle approval of any commercial passenger vehicle under the provisions of this chapter, the vehicle shall be thoroughly examined, inspected, and approved as safe by a mechanic certified by the National Institute of Automotive Services Excellence or, vehicle manufacturer certification that matches the manufacturer of the vehicle getting inspected. This section (20 CBJAC 40.430) does not apply to a bus subject to and in compliance with commercial motor vehicle statutes and regulations of the State of Alaska.

...

Section 3. Amendment of Regulation. 20 CBJAC 40.530 Class B endorsement, is amended to read:

20 CBJAC 40.530 Class B endorsement.

(a) A Class B endorsement shall authorize operation of one or more commercial passenger vehicles subject to the following conditions:

(1) A Class B vehicle may be endorsed as a tour, shuttle, or limousine. This provision does not apply to vehicles owned, operated, or contracted by a cruise line or airline when transporting the cruise line's or airline's own passengers.

...

Section 4. Notice of Proposed Adoption of a Regulation. The notice requirements of CBJ 01.60.200 were followed by the agency. The notice period began on June 8, 2022, which is not less than 21 days before the date of adoption of these regulations as set forth below.

Adoption by Agency

After considering all relevant matter presented to it, the agency hereby amends these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: _____

Duncan Rorie Watt
City Manager

Legal Review

These regulations have been reviewed and approved in accordance with the following standards set forth in CBJ 01.60.250:

(1) Consistency with federal and state law and with the charter, code, and other municipal regulations;

(2) The existence of code authority and the correctness of the required citation of code authority; and

(3) Its clarity, simplicity of expression, and absence of possibility of misapplication.

Date: _____

Benjamin Brown
Assistant Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of _____, 2022. They were adopted by the Assembly.

Date: _____

Elizabeth J. McEwen, Municipal Clerk

Filing with Clerk

I certify, as the clerk of the City and Borough of Juneau, that the following statements are true:

- 1. These regulations were accepted for filing by the office of the clerk at ____:____ a.m./p.m. on the ____ day of _____, _____.
- 2. After signing, I will immediately deliver or cause to be delivered copies of this regulation to the attorney and the director of libraries.
- 3. A permanent file of the signed originals of these regulations will be maintained in this office for public inspection.
- 4. Effective date: _____.

Date: _____
Elizabeth J. McEwen, Municipal Clerk

From: James Harris [<mailto:juneautaxi@hotmail.com>]

Sent: Wednesday, June 29, 2022 5:28 PM

To: Sarah Dolan

Subject: Re: Regulation 20 CBJAC 40 CPV Class B Endorsement exemption and Vehicle Inspection

EXTERNAL E-MAIL: BE CAUTIOUS WHEN OPENING FILES OR FOLLOWING LINKS

This change is definitely needed, this is the same thing cruise line agency does for the cruise lines. At this point the only way to move the airlines crew is to use taxi's and it's getting harder and harder to find drivers. Changing this will allow us to tap into a completely different pool of drivers.

The contract rules with airlines and cruise lines guarantees that vehicles will be in top notch shape, and the insurance requirements will ensure the drivers are well vetted also.

Please consider this change and understand this will help a lot with the transportation issues Juneau is facing right now.

Thank you

James Harris

9077231882



**OFFICE OF THE MUNICIPAL CLERK/
ELECTION OFFICIAL**

City and Borough of Juneau (CBJ)
155 S. Seward St., Room 202
Juneau, Alaska 99801-1397
Phone: (907)586-5278 x4175 Fax: (907)586-4552
email: Beth.McEwen@juneau.org

July 1, 2022

Robyn Long & Referendum Petitioners Committee
1008 Debbie Lane
Juneau, AK 99801

Re: Certification of Referendum Petition Repeal CBJ 15.05.105

Dear Ms. Long and Referendum Petitioners Committee,

The Clerk's office has completed its review and concludes that the referendum petition, with supplemental signatures, bears the 2,130 required number of signatures and is therefore considered sufficient. Attached is a copy of the certification.

In accordance with CBJ Charter Section 7.10, Actions on Petitions¹, I am hereby submitting the petition to the Assembly. With transmission of the petition today, the Assembly will have until August 1, 2022 to act on this matter.

Please contact me if you have any questions.

Sincerely,

Elizabeth "Beth" McEwen, MMC
CBJ Municipal Clerk/Election Official

cc: Robyn Long via email: RobynsMyRealtor@gmail.com

¹ Section 7.10. Action on petitions.

- (a) When an initiative or referendum petition has been determined sufficient, the clerk immediately shall submit it to the assembly. If the assembly fails to adopt a proposed initiative measure without any change in substance within forty-five days or fails to repeal the referred measure within thirty days after the date the petition was determined sufficient, it shall submit the proposed initiative or referred measure to the electorate of the municipality. If the subject matter of the proposed initiative or referred measure relates only to a service area, the measure shall be submitted only to the electorate of the service area.
- (b) The election on a proposed initiative or referred measure shall be held at the next regular election, or, if already scheduled, a special election occurring not sooner than 90 days from the last day on which the assembly action may be completed on the proposed initiative or referred measure. If no regular election is scheduled to occur within 75 days after the certification of a petition and the Assembly determines it is in the best interest of the municipality, the Assembly may, by ordinance, order a special election to be held on the matter before the next scheduled election. The notice of election shall contain at least a summary of the proposed initiative or referred measure.
- (c) Copies of the proposed initiative or referred measure shall be available for distribution to the public at the office of the clerk within a reasonable time before the initiative or referendum election and shall be available for distribution to the voters at the polls.

CERTIFICATE

I, Elizabeth J. McEwen, the duly appointed and qualified Municipal Clerk of the City and Borough of Juneau, Alaska, a municipal corporation of the State of Alaska, DO
HEREBY CEFTIFY receipt of the Referendum Petition submitted by the Petitioners
Committee *re: Repeal CBJ 15.05.105 "Shall the City and Borough of Juneau, Alaska
Code 15.05.105 be repealed as follows:*

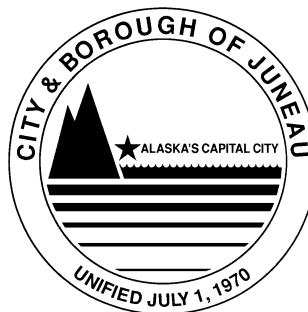
Section 1. Repeal of CBJ 15.05.105. Ordinance No. 2047(am) entitled "An Ordinance Regarding Disclosure of Real Estate Values in Transactions" and Ordinance No. 2022-13 entitled "An Ordinance Repealing the Confidentiality Provision for Real Estate Transaction Disclosures and Establishing a Penalty for Failure to Disclose a Real Estate Transaction," which are codified at City and Borough of Juneau Code Sections 15.05.105 and 03.308.070, are hereby repealed."

And that the above petition was filed in the proper form and bears the 2,130 signatures required for certification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City and Borough of Juneau this 1st day of July, 2022.



Elizabeth J. McEwen
Municipal Clerk/Election Official
City and Borough of Juneau



CBJ CLERK

APR 14 2022

RECEIVED

**STATE OF ALASKA
FIRST JUDICIAL DISTRICT
CITY & BOROUGH OF JUNEAU**

Re: A Referendum Petition to Repeal Section 15.05.105 of the City and Borough of
Juneau Municipal Code

AFFIDAVIT OF PETITIONERS COMMITTEE

REFERENDUM SHORT TITLE:

Repeal CBJ 15.05.105

PROPOSED REFERENDUM:

BE IT ENACTED BY THE PEOPLE OF THE CITY AND BOROUGH OF JUNEAU:

Section 1. Repeal of CBJ 15.05.105. Ordinance No. 2020-47(am) entitled “An Ordinance Regarding Disclosure of Real Estate Values in Transactions” and Ordinance No. 2022-13 entitled “An Ordinance Repealing the Confidentiality Provision for Real Estate Transaction Disclosures and Establishing a Penalty for Failure to Disclose a Real Estate Transaction,” which are codified at City and Borough of Juneau Code Sections 15.05.105 and 03.30.070, are hereby repealed.

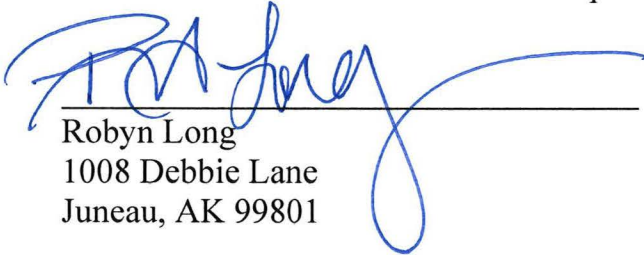
NOTICES:

All notices should be mailed to: Robyn Long, RobynsMyRealtor@gmail.com, (907) 723-8847.

DATED this ___14___, day of _April_, 2022.

FIVE QUALIFIED MUNICIPAL VOTERS — THE PETITIONERS COMMITTEE:

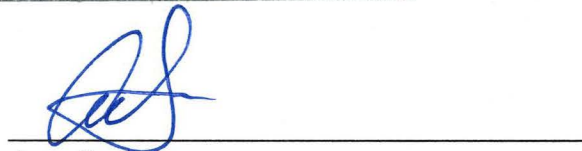
The following qualified voters and residents of the City and Borough of Juneau, Alaska, state under oath that they constitute the petitioners committee for the above referenced referendum. The coalition has been formed and will be responsible for circulating booklets for voter signatures.


 Robyn Long
 1008 Debbie Lane
 Juneau, AK 99801

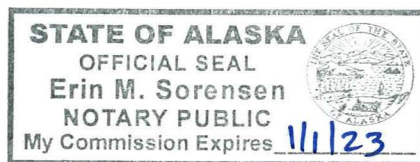
SUBSCRIBED AND SWORN TO before me this 14th day of April, 2022,
 at Juneau, Alaska.




 Notary Public in and for the State of Alaska
 My Commission Expires: 11/1/23


 Ann Sparks
 19935 Cohen Drive
 Juneau, AK 99801

SUBSCRIBED AND SWORN TO before me this 14th day of April, 2022,
 at Juneau, Alaska.




 Notary Public in and for the State of Alaska
 My Commission Expires: 11/1/23

CBJ CLERK
 APR 14 2022
 RECEIVED

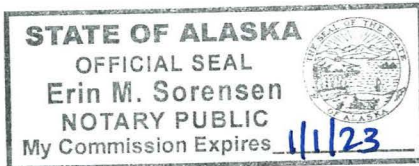
CBJ CLERK

APR 14 2022

RECEIVED


Victor Emmanuel Banaszak
4994 Wren Drive
Juneau, AK 99801

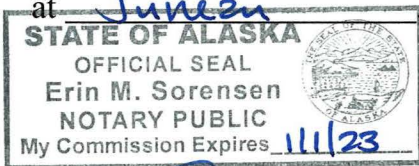
SUBSCRIBED AND SWORN TO before me this 14th day of April, 2022,
at Juneau, Alaska.

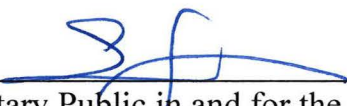


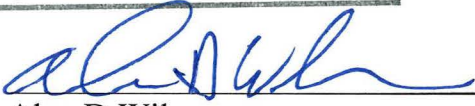

Notary Public in and for the State of Alaska
My Commission Expires: 11/1/23


Caleb Joshua Ziegenfuss
16550 Ocean View Drive
Auk Bay, AK 99821

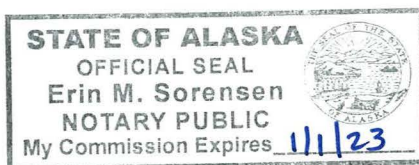
SUBSCRIBED AND SWORN TO before me this 14th day of April, 2022,
at Juneau, Alaska.




Notary Public in and for the State of Alaska
My Commission Expires: 11/1/23


Alan D Wilson
7290 Glacier Highway
Juneau, AK 99801

SUBSCRIBED AND SWORN TO before me this 14th day of April, 2022,
at Juneau, Alaska.




Notary Public in and for the State of Alaska
My Commission Expires: 11/1/23

2022 3rd Late File List to AssemblyHardship List:

Name	Parcel Number	Property Address
MICHAEL M PAGANO	5B1201190011	6006 LEMON ST
RAY VIDIC	5B2101321016	9090 CINEMA DR UNIT B206
CAROLYN REDDEKOPP	8B3501010100	17375 PT LENA LOOP RD

Late File Senior & Disabled Veteran Exemption List:

Name	Parcel Number	Property Address
MICHAEL A BOISVERT	5B1201090050	1720 DAVIS AVE
ALFRED M COOK	5B1601240052	9506 ANTLER WAY
MAUREEN LONGWORTH	1D050L180140	3120 NOWELL AVE
LAWRENCE O'KEEFE	2D050B030092	2008 CREEK ST
LIV CADIGAN	1D0501020050	2922 BLUEBERRY HILLS RD S

6/21/22

To: CBJ Assembly

Good day - Due to my own forgetfulness my application for property tax relief is arriving late.

I ask that you review my application for acceptance, with consideration of the current rising costs of daily living & my fixed income status.
Thank you for your time, Michael Pagano
MPagano

Ray & Sheri Vidic
9090 Cinema Drive B206
Juneau, AK 99801

6-30-2022

Dear Assembly,

I AM FILING A LATE TAX EXEMPTION
FORM.

MY ACCOUNTANT FINISHED MY 2022
FILING LAST WEEK, EVEN THOUGH IT
WAS GIVEN TO THEM ON MARCH 04, 2022

WILL YOU PLEASE ALLOW US A LATE -
FILING?

THANK YOU. /

RAY + SHERI VIDIC

Ray Vidic
Sheri A Vidic

Received

JUL 07 2022

CBJ-Assessors Office

LOGAN TAX LLC
2245 JORDAN AVENUE
JUNEAU ALASKA 99801

Phone: (907) 789-3894 Fax: (907) 789-5999
www.LoganTaxPractice.com

7/5/2022

City & Borough of Juneau
Office of the Assessor
155 South Seward Street
Juneau Alaska 99801

Re: Reddekopp 2022 Senior Citizen Hardship Exemption Application

Dear Sir/Madam:

Please see the attached 2022 Senior Citizen Hardship exemption application for Dwain and Carolyn Reddekopp. I prepared this form as well as the taxpayers' 2021 federal income tax returns (also attached.)

Due to personnel issues in my office, we did not complete taxpayers' 2021 income tax return until June 30. Once the tax return was prepared, taxpayers immediately signed the Hardship Application so we could mail it to CBJ for them. It is not the taxpayers' fault this application is being filed late.

We respectfully request CBJ accept this late filed form due to reasonable cause.

Thank you for your consideration in this matter.

Sincerely,



John T Logan, CPA

THE V.A. LETTER IS LATE DUE TO LONG TERM
AND NON PREVENTABLE DEADLY ILLNESS AND HOSPITAL
STAY.

THANK YOU
MICHAEL A. BOISVERT
Michael A. Boisvert

Received

JUN 27 2022

CBJ-Assessors Office

I am not Timely because I was Told + Thought
That you needed to be 70 in order to claim
property Tax exemption. I just found out That
you only need to be 65. My birthdate is
11/4/55 I have lived in my house at
4506 Aulker Way since 1994

[Signature]
7/6/22

Received

JUL 06 2022

CBJ-Assessors Office

Please forward this information to the assembly. We purchased our home at 3120 Nowell while we were selling our home at 3099 Nowell. My spouse Lin Davis had senior exemption on our prior home so we thought we applied for it again in my name for the new house. In all that paper work required in buying one house and selling another we thought we completed a senior tax exempt request form. Please excuse our timing as we did not know until we received our recent tax bill at our new house that we had not done the proper form yet. Here it is. Both of us are seniors so if you need she can sign too if needed.

Thank you for this consideration.

Maureen Longworth
and Lin Davis
3120 Nowell Avenue
Juneau, AK 99801

Former residents of
3099 Nowell Avenue
Juneau, AK 99801

I MISSED THE DEADLINE BECAUSE I THOUGHT IT
WAS INCOME BASED

I WILL BE 75 IN OCT. AND HAVE BEEN
PAYING FULL TAX RATE FOR THE LAST 10 YEARS
I'VE DONE MY SHARE

L.D. O'K

Received
JUL 05 2022
CBJ-Assessors Office

July 7, 2022

To the CBJ Office of the Assessor,

I recently received my property tax invoice for parcel #1D0501020050 (2922 Blueberry Hills Rd S) and realized that I did not get the senior citizen discount. After going into CBJ to inquire what happened, I was told that because I moved to a new address I should have "reapplied." My husband (who passed away) took care of these things for me and probably would have known to do this.

I hope you can still apply the senior citizen discount in this one instance of my mistake. Given the increase in the property tax I was definitely counting on the discount to help.

Thank you for your consideration and understanding.

Respectfully,



Liv Cadigan



MEMORANDUM

TO: Rorie Watt, City Manager

DATE: June 16, 2022

FROM: Patricia K. Wahto, Airport Manager *P. Wahto*

RE: Written Finding for Dawson Supplemental Agreement

The Airport seeks to expand the scope of the acoustical ceiling tile replacement work beyond what is currently in Dawson Construction contract BE20-020 (contract line#s 095100/01/02, 095410). The terminal Fire Alarm project will replace all Fire and PA annunciators in the older areas of the terminal, which will require repositioning the ceiling tile grid and cutouts. New grid and tile installation is expected to be less costly than re-working the old, and will address the problems of falling tiles in the aging system, as well as providing a uniform appearance with the new terminal areas.

Dawson is currently on-site completing punch-list items for the Terminal Reconstruction contract, and the Airport finds that a Supplemental Agreement would lead to significant savings: this Supplemental Agreement would be for the same work already contracted in the terminal project, using the same products and techniques, at the same work site. Anticipated direct savings include contractor mobilization of \$10,000 (in original contract) or more, a materials cost savings of 10% if Dawson is able to finalize their materials order prior to June 27, as well as the associated cost and effort related to competitively bidding this work.



Engineering

Contract No./Title: BE20-020 / JNU Terminal Reconstruction					
Contractor Name: Dawson Construction, LLC				Fund No. 460900101/501020240	
Purchase Order No.: 112478				CIP No.: A50-102	
Date: June 15, 2022				Eng File No.: 1382	
Reference Item No.	Item Description	Unit of Measure	Unit Cost	Quantity	Increase/ (Decrease)
	Expand scope of acoustic ceiling tile replacement to remaining areas of the terminal, to accommodate new grid positioning, tile cutouts, and inserts for the new Fire and PA annunciators to be installed as part of the Fire Alarm project, as well as address issues in the old system such as tiles falling on people, and uniformity throughout the terminal.				
1	FIRST FLOOR OPEN AREAS				\$66,112.15
2	FIRST FLOOR ROOMS				\$5,510.95
3	SECOND FLOOR OPEN AREAS				\$92,885.45
4	SECOND FLOOR PRE-SECURITY BAR				\$12,577.10
5	SECOND FLOOR SECURE-SIDE FOOD				\$7,601.55
6	SECOND FLOOR ALASKA AIRLINES				\$9,038.30
7	SECOND FLOOR ALASKA ROOM				\$18,952.70
8	labor to remove FA devices from their existing ceiling panels and re-mount them to new ceiling panels.				\$10,000.00
9	RETAINAGE – Provide four (4) factory sealed cartons of the ARMSTRONG “Ultima” 2x2 square edged ceiling tiles. Each carton to contain 10 ceiling tiles / 40 square feet. Turn Cartons over to Owner				\$828.05
	TOTAL Increase/(Decrease)in Contract Amount				\$223,506.25

Contract No./Title: BE20-020 / JNU Terminal Reconstruction
Original Contract Completion Date: November 30, 2021
Days added/subtracted by previous change order: 193
Days added/subtracted for this Supplemental Agreement: None
Revised Contract Completion Date: SC Date not affected

This document is an amendment to the contract and all provisions of the contract shall apply hereto:

Accepted by the Contractor: _____

Name: _____ Contractor's Title: _____ Date: _____

Description	Signature	Date
Project Manager		
Chief Engineer/Architect		
Engineering Contract Administrator		
Funding Available		

CHANGE ORDER COST SUMMARY

	Amount	Change in Contract Days
Original Contract Bid Amount	\$16,184,600.00	
Change Order No. 1	\$0.00	4
Change Order No. 2	\$4,632.00	15
Change Order No. 3	\$20,000.00	0
Change Order No. 4	\$83,064.35	0
Change Order No. 5	\$0.00	3
Change Order No. 6	\$0.00	2
Change Order No. 7	\$93,312.71	3
Change Order No. 8	\$12,000.00	0
Change Order No. 9	\$52,454.03	0
Change Order No. 10	\$100,161.92	0
Change Order No. 11	\$86,070.17	2
Change Order No. 12	\$84,859.01	0
Change Order No. 13	\$20,386.62	0
Change Order No. 14	\$198,967.31	37
Change Order No. 15	\$147,149.90	9
Change Order No. 16	\$103,312.17	8
Change Order No. 17	\$114,736.06	10
Change Order No. 18	\$142,487.65	20
Change Order No. 19	\$159,836.59	28
Change Order No. 20	\$157,386.96	31
Change Order No. 21	\$156,763.71	21
Supplemental Agreement 1	\$223,506.25	0
Total of All Change Orders	\$1,961,087.41	
Percentage of Original Contract bid Cost	12.12%	
New Construction contract Total Amount	\$18,145,687.41	

City & Borough of Juneau Assembly 2022 Calendar

Regular Assembly & HRC Meetings

[10/24 Assembly Reorganization Meeting (No HRC)
Potential Assembly retreat date 11/5]

PWFC/LHED/COW Meetings

Assembly Finance Committee Meetings

Holidays

Municipal Election Day & Certification Day

Dates for Spec. Events/Conferences:

1/18 Start of Legislative Session
3/21-3/25 JSD Spring Break
AML & SE Conference Mid-Session Summits (TBD)
8/10-12 AML Conf. of Mayors & Summer Legislative Conf. (Sitka)
9/13-15 SE Conference (Ketchikan)
11/9-10 AML Virtual Newly Elected Officials Training
12/7-9 Assembly & Admin staff attending AML Annual Conference & Affiliate Association Meetings 12/3-12/9 (Dena'ina Center, Anchorage)
[AML = Alaska Municipal League]

Reg. Meeting Start Times for Assembly Committees

Human Resources Committee (HRC) – 6pm

Regular Assembly Meetings – 7pm

Special Assembly Meetings – 5:30 or 6pm

Public Works & Facilities Comm. (PWFC) – 12pm

Lands, Housing & Economic Dev. (LHED) – 5pm

Committee of the Whole (COW) – 6pm

Assembly Finance Committee (AFC):

~During budget season – 5:30pm

~Non-budget season – 6pm

(All Meeting Times Subject to Change as Needed)

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City & Borough of Juneau Assembly 2022 Calendar

Regular Assembly & HRC Meetings

[10/24 Assembly Reorganization Meeting (No HRC)
Potential Assembly retreat dates 11/5, 12/3 or 12/10]

PWFC/LHED/COW Meetings

Assembly Finance Committee Meetings

Holidays

Municipal Election Day & Certification Day

Dates for Spec. Events/Conferences:

1/18 Start of Legislative Session
3/21-3/25 JSD Spring Break
AML & SE Conference Mid-Session Summits (TBD)
8/8-10? AML Conf. of Mayors (8/10-12) & Summer
Legislative Conf. (Sitka)
9/14-16 SE Conference (Ketchikan)
11/9-10 AML Virtual Newly Elected Officials Training
11/14-16 AML Annual Conference & Affiliate
Association Meetings 11/16-11/19 (Anchorage)
[AML = Alaska Municipal League]

Reg. Meeting Start Times for Assembly Committees

Human Resources Committee (HRC) – 6pm

Regular Assembly Meetings – 7pm

Special Assembly Meetings – 5:30 or 6pm

Public Works & Facilities Comm. (PWFC) – 12pm

Lands, Housing & Economic Dev. (LHED) – 5pm

Committee of the Whole (COW) – 6pm

Assembly Finance Committee (AFC):

~During budget season – 5:30pm

~Non-budget season – 6pm

(All Meeting Times Subject to Change as Needed)

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COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY AND BOROUGH OF JUNEAU, ALASKA

and

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.

July 1, 2022~~19~~ - June 30, 2025~~22~~

|

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY AND BOROUGH OF JUNEAU, ALASKA

and the

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.

July 1, 20~~22~~¹⁹ - June 30, 20~~25~~²²

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CBJ Personnel Rules: juneau.org/human-resources/personnel-rules

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, Civilian Investigators, Public Safety Dispatchers, Lead Public Safety Dispatchers, Reserve Public Safety Dispatchers, Call Takers, 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 MEMBERSHIP, DUES, AND ACTIVITIES

5.1 – Association Membership

Employees covered by this agreement may voluntarily elect to become members of the Association. The Association may charge non Association Members a fee for representation, such as in disciplinary investigations and grievances, for those matters unrelated to the negotiation of this Agreement.

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 Reserve Public Safety 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 if those employees elect to become Association members.

- A. Association dues or a service fee may not be required for 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.
- B. Paid Reserve Officers appointed under the terms of 5 PR 020(a)(3) shall pay association dues or a service fee of 1.72% of gross wages per pay period not to exceed the established rate if those employees elect to become Association members.

- C. Reserve Public Safety Dispatchers appointed under the terms of 5 PF 020(a)(3) shall pay association dues or a service fee of 1.22% per pay period not to exceed the established rate if those employees elect to become Association members.

5.3 – Payroll Deductions

The Employer shall make all appropriate deductions, including Association dues, fees or assessments 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.

5.4 – 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.

5.5 – 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.

5.6 – 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.

5.7 – 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.

5.8 – 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.

5.9 – 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. Nothing requires any new Employee to attend such an orientation.

ARTICLE 6

LEAVE

6.1 – Accrual Rates for 40-Hour or more Workweek

All permanent and probationary Members assigned to a forty (40)-hour or more 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 – Accrual Rates for 37.5-Hour Workweek

All permanent and probationary Members assigned to a thirty-seven and one-half hour (37.5) 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, 6.1 hours leave accrual for each full biweekly period of duty;

- B) for Members with one, but less than two years of service, 7 hours leave accrual for each full biweekly period of duty;
- C) for Members with two, but less than five years of service, 7.8 hours leave accrual for each full biweekly period of duty;
- D) for Members with five, but less than ten years of service, 8.7 hours leave accrual for each full biweekly period of duty; and
- E) for Members with ten or more years of service, 10.4 hours leave accrual for each full biweekly period of duty.

Accrual Rates for less than 37.5 hour Workweek

Leave accrual for part-time employees and other employees not assigned to a 37.5-hour workweek shall accrue leave on a pro-rated basis according to the number of hours worked.

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 and 6.2 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 by December 31 of each year.
- 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 or 225 hours for Members assigned to a 37.5-hour per week schedule. Members assigned to a work schedule of less than thirty-seven and one-half (37.5) 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 January 1st of each year. 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 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 Member may take up to the equivalent ~~of ten work days~~ two work weeks 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. Jury leave shall only be granted to make a Member whole for the workweek.
- 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. Requests for absences relating to Association training shall be made as early as possible, with at least fourteen (14) days notice.
- 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. Parent/Teacher Conference Leave shall only be granted to make a Member whole for the workweek.

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, Civilian Investigators–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 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 Reserve Public Safety Dispatchers

The provisions of Article 6 do not apply to Paid Reserve Officers or Reserve Public Safety Dispatchers.

6.25 Shift Trades

Sworn and Dispatch Members shall be allowed to substitute scheduled work hours with other Sworn and dispatch Members of the same job classification 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. ~~Members who work over eight (8) hours, whose work schedule prohibits relief or refreshment during their shift, shall be allowed one relief break not to exceed fifteen (15) minutes for each four (4) hour increment worked over eight (8) hours. 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, Civilian Investigators 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 on the first pay period on or after July 1, 20~~22~~¹⁹, the pay scales for all Sworn Members in effect on June 30, 20~~22~~¹⁹ shall be increased by 5.56-0%. ~~Effective on the first pay period on or after July 1, 2019, the pay scales for Dispatchers and Lead Dispatchers in effect on June 30, 2019 shall be increased by 3.0%. Effective on the first pay period on or after July 1, 2019, the pay scales for other Non-Sworn Members in effect on June 30, 2019 shall be increased by 2.0%.~~

~~Additionally, each permanent/probationary full-time benefitted Non-Sworn Member employed on July 1, 2019, shall receive a “special payment bonus” lump-sum payment of \$500. The lump-sum payment will be included with the paycheck for the first full pay period on or after July 1, 2019.~~

2. Effective on the first pay period on or after July 1, 202~~30~~, the pay scales for all Members in effect on June 30, 202~~30~~ shall be increased by 21.0%.
3. Effective on the first full pay period on or after July 1, 202~~41~~, the pay scales in effect for all Members on June 30, 202~~41~~ shall be increased by 2.01%.

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 shall be paid in the following manner.
1. All hours worked by Sworn Members (who are assigned to a shift other than 12 hours) in excess of 40 hours in a 7-day FLSA period, excluding those hours already paid at the overtime rate, shall be paid at the overtime rate of pay.
 2. Sworn members who are assigned to work 12-hour shifts shall be paid the overtime rate of pay for all hours worked in excess of 84 hours in a 14-day FLSA period, excluding those hours already paid at the overtime rate of pay.
 3. When a Sworn Member is temporarily assigned to a different schedule mid pay period, the 7-day or 14-day FLSA cycle does not change during the pay period.
- E)** Show up compensation, ~~and~~ standby duty, and any leave taken under Article 6 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)** All time worked in excess of 16 hours in a 24-hour period shall be compensated at twice the Member's regular rate of pay. Double time compensation shall continue until the Member is afforded an eight hour break from duty. 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)** If unusual circumstances cause Sworn Member to work for a period of time such that the Sworn Member is unable to achieve sufficient rest before the start of a scheduled shift, the Chief or the Chief's designee is authorized to grant the Sworn Member up to 8 hours of administrative leave so that the Sworn Member receives sufficient rest before reporting to work. Leave will only be granted to make a Sworn Member whole for the shift and shall not count toward the overtime threshold nor be paid at the overtime rate. Sufficient rest is generally defined as 8 hours away from work.
- I)** Section 8.4 does not apply to Members attending the Police Academy for their initial officer training, beginning on the day of arrival at the Academy.

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. Administrative leave may be granted by the Chief to make the officer's paycheck whole for the pay period.
- 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, or moving to a different job classification with a higher starting wage than the current job classification, Members will be placed at a step in the higher pay range that is not less than the rate provided by a two-step increase at the lower pay range.

When a Member is promoted within the job class series to Lead Dispatcher, Lead Community Service Officer, Records Supervisor, Evidence and Property Specialist 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 four dollars (\$4.00) for each hour of standby duty. If called back to duty in accordance

with Article 8.9, 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 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 one and one half (1 1/2) times the Member's regular rate of pay for all work until the Member is afforded 24 consecutive hours off. ~~paid at the regular rate unless otherwise provided for within this Agreement.~~
- D) Scheduled work under this section ~~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.

- F) Members who request to work on days that qualify under this section~~on a sixth or seventh day~~ for their convenience, and gain supervisory approval, will be allowed to work if the member waives the ~~sixth or seventh day~~ premium due under this section. In no situation can a member waive overtime that is otherwise due under Article 8.4 (C) and (D).

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 an additional 5% of base wage 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 an additional 5% of base wage 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 an additional 5% of base wage per hour in addition to the Community Service Officer's rate of pay for each hour of the assignment.
- D) If the Member has met the FLSA threshold, the differential in 8.12 shall be paid at the overtime rate of pay.

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 an additional 5% of base wage 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 an additional 5% of base wage 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 an additional 5% of base wage 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 a majority 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) If the Member has met the FLSA threshold, the differential in 8.13 shall be paid at the overtime rate of pay.

8.14 – ~~Master Civilian Pay~~(Reserved)

~~A Civilian Member who qualifies as a Master Civilian by being enrolled in the Master program on June 30, 2019, and reapplying each consecutive year, will receive an additional lump sum payment according to the following schedule:~~

- ~~— Level I: — Total accumulation of 75 points = \$45.00 per pay period~~
- ~~— Level II: — Total accumulation of 95 points = \$60.00 per pay period~~
- ~~— Level III: — Total accumulation of 115 points = \$70.00 per pay period~~

~~Criteria for qualifying for Civilian Master Pay will be developed by the employer and provided to the union in draft form for comment and discussion. Those Master Civilians who were qualified for Civilian Master pay on June 30, 2019 will lose eligibility if they leave the job classification they occupied on June 30, 2019.~~

8.15 Pay Enhancements

A) Base Wage Adjustment: Sworn Members who assigned to be members of the following specialty teams or unit shall receive the following pay enhancements above their base wage:

1. SWAT: 3%
2. EOD: 3%
3. CNT: 3%
4. JMART: 3%
5. Team Leader of SWAT, EOD, CNT, or JMART: an additional 2%
6. Intermediate Police Certificate: 2% (see Article 8.15(E))
7. Advanced Police Certificate: 3% (see Article 8.15(E))

B) While Performing Duties: ~~Sworn~~ Members who are assigned the following temporary duties shall receive the following pay enhancements above their base wage during the time that the sworn Member is performing the duties:

1. FTO / CTO: 5% (see Article 8.12~~(A)~~)
2. OIC: 5% (see Article 8.13(A))
3. DRE: 3%
4. Instructor: 3% (see Article 8.15(F))
3. —

C) Base wage adjustment pay enhancements under (A) of this section shall not exceed 63% per sworn Members, unless the sworn Member is the team leader, then the pay enhancement shall not exceed 85% per sworn Member. While performing duties pay enhancements under (B) of this section shall not exceed 5% per ~~sworn~~ Member.

D) Sworn Members shall be assigned in writing to the special teams or units and duty assignments in this section in a manner designated by the employer. ~~Members shall be assigned while performing duties assignments in this section in a manner designated by the employer.~~

E) Sworn Members who have obtained an Alaska Police Standards Council Intermediate Police Certificate or Advanced Police Certificate must also be approved for and actively participating in one other ancillary assignment, not including assignments already receiving a base wage adjustment under (A) of this section, in a manner designated by the employer in order to qualify for the police certificate pay

enhancement under this section. A Sworn Member who is eligible for the Advanced Police Certificate adjustment shall not be eligible for the Intermediate Police Certificate adjustment. A Sworn Member must submit a request for Intermediate Police Certificate or Advanced Police Certificate pay enhancement in a manner provided by the employer. The effective date for the Intermediate Police Certificate or Advanced Police Certificate pay enhancement shall be effective at the beginning of the pay period following the approval of the for the pay enhancement by the employer.

~~D)E)~~ Instructor Premium Pay under (B) of this section will be paid to the primary instructor in a formal training environment for other employees in the department as an additional assignment to their regular duties. Instructor premium pay does not apply for course preparation time, on the job training, or any other activity associated with field training programs.

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 last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled 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. If a member works less than a full day, the holiday credit will be equal to the number of hours worked up to a maximum of 8 hours.
- D) If a holiday falls on a permanent/probationary or long term temporary member's day off, an alternate day within the week preceding or following the holiday as designated by the department director is the member's holiday. If circumstances in the department exist such that an alternative day is not available, the member may bank the holiday pay or have it paid out.
- E) All regular hours worked on a shift that starts 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) Part time members whose work schedule is less than 37.5 hours shall receive holiday pay that is based on the average number of hours worked per week over the 10 weeks 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, call back or show up pay shall not be included.
- 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 recognized holiday, then that payday shall be the last business day prior to the holiday. The employer shall provide for automatic payroll deposit to a financial institution. 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 or on standby

- 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) 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.

Under section A, the amount will change from \$1.50 per hour to 4.5% per hour of the Members base wage starting the first full pay period after 7/1/2023. Under section B, the amount will change from \$2.50 per hour to 6.5% per hour of the Members base wage starting the first full pay period after 7/1/2023.

- 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.
- D) If the Member has met the FLSA threshold, the differential in 8.21 shall be paid at the overtime rate of pay.

8.23 Canine Handlers

An officer assigned to canine duties will be provided with time for training and exercise during the officer's regularly scheduled shift. The officer will be compensated for six (6) hours per workweek for off-duty care including weekends, holidays, and leave days, provided the canine is in the officer's care.

8.24 Compensation for working a Grant/Billable Detail

The following conditions apply to a sworn member assigned to work grant and/or billable work details. The qualifying events/grants include Juneau Lions Club Gold Medal Basketball Tournament, State of Alaska "Click it or Ticket" seatbelt enforcement grant, and the USDA Forest Service patrol grant. The Chief may at his sole discretion add additional qualifying events/grants.

- A) Actual hours worked during the events/grant assignments will be paid at 1.5 times the regular rate of the member's pay regardless of whether the member has met the FLSA threshold for the applicable period.
- B) Hours worked during a grant/event detail listed above (paid at 1.5 times the regular rate of pay) shall not count towards meeting the FLSA threshold per Article 8.4D.
- C) No member shall be eligible to work the event/grant detail on any day he or she uses personal leave to cover a regularly schedule shift.

8.25 Show-up Pay

A Member who is directed to scheduled work during the Member's non-regular duty hours shall be paid for a minimum of two (2) hours, at the appropriate rate of pay. A member may waive this provision upon mutual agreement with their supervisor.

Show-up pay does not apply to unscheduled holdover situations.

8.26 Longevity Bonus

A Sworn Officer may elect to enter into an agreement to receive a lump sum payment of \$10,000 upon reaching four (4), eight (8), twelve (12), ~~and sixteen (16), and twenty (20)~~ years of service as a Sworn Officer with the employer. Only Sworn Officers in PERS Tier 4 shall be eligible for the twenty (20) year lump sum payment. Upon reaching the longevity milestone, the employee has one month to elect the longevity bonus and sign a written agreement on an employer provided form requiring pro-rated repayment according to the schedule set forth in this section if the employee voluntarily ends service in less than four (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:

- (a) 100% if service is less than 12 months;
- (b) 75% if service is 12 months or greater but less than 24 months;
- (c) 50% if service is 24 months or greater but less than 36 months
- (d) 25% if service is 36 months or greater but less than 48 months.

If the employee does not sign a written agreement within one month of reaching the milestone, the opportunity to receive the longevity bonus for that milestone is no longer available. Once an employee earns a longevity bonus, they will no longer be available for the same milestone longevity bonus in the future.

8.27 Acting Status at a Higher Level

Acting status requires advance notice and authorization from the Chief or the Chief's designee prior to acting in a higher level.

- A) When a Member receives such 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.
- B) When a Member receives such 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

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 Officer/PRO	Community Service Officers	Civilian Investigator
Class A Shirt	1	1	
Class A Pant	1	1	
Class B Shirt	4	4	4
Class B Pant	3	3	3
Tie	1		
Class A Hat	1	1	
Coat	1	1	1
Coveralls	as needed	1	
Sam Browne Belt	1		

ITEM	Police Officer/PRO	Community Service Officers	Civilian Investigator
Belt, Uniform	1	1	
Gun Holster*	1*		
TASER Holster	1		
OC Spray Holster	1	1	1
Magazine Holder*	1*		
Handcuffs	2		
Cuff Case(s)	1 or 2		
Cuff Keys	1		
Baton with Holder	1		
Badge, Breast	1		1
Badge, Flat (at 2 yrs service)	1		
Badge, Hat	1		
Document Holder	1	1	
ID Card	1	1	
Name Tag	2	2	
Tie Bar or Tie Tack	1	1	
Citation Holder	1	1	
Handgun	1		
Magazine	3		
Soft Body Armor, Type III-A	1	1	1
Glove Pouch	1	1	1

*Gun holster and magazine holders will be replaced at the discretion of the Police Chief.

** The number of cuff cases provided depends on whether the Member elects to carry their second set of cuffs in a case of the external soft body armor carrier.

- 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 assignment to a unit where the detective uniform is authorized, and every year thereafter, the Member will be issued three detective uniforms in lieu of the Class B uniform issued to officers.

9.3 – Equipment Allowance

- A)** Sworn officers, CSOs, and civilian investigators required to maintain a uniform are paid an equipment allowance of fifty dollars (\$50.00) per pay period. The equipment allowance will be included within the paycheck for the pay period. Paid Reserve Officers do not qualify for an equipment 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

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 sworn 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, CSO and civilian investigator 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 and the armor shall be turned in when the employee separates and/or the armor is replaced.
- B) No Sworn Member, CSO, or Civilian Investigator 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 sworn 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%
Class A Shirt	< 1 year	1-3 years	> 3 years
Class A Pant	< 1 year	1-3 years	> 3 years
Class B Shirt	<6 months	6-12 months	>12 months
Class B Pant	<6 months	6-12 months	>12 months
Tie	< 1 year	1-3 years	> 3 years
Class A Hat	< 2 years	2 – 5 years	> 5 years
Coat	< 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
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, K9 Handler, 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 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 – 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.

10.8 – Training for Reserve Public Safety Dispatchers

The provisions of Article 10 do not apply to Reserve Public Safety Dispatchers except as provided in this section. Reserve Public Safety 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 Reserve Public Safety Dispatchers to attend required

trainings. Reserve Public Safety Dispatchers may attend other trainings on a voluntary basis.

ARTICLE 11

HEALTH INSURANCE AND EMPLOYEE WELLNESS

11.1 – Plan of Benefits and Employer Contribution

The employer shall provide a tiered benefits program for the provision of health insurance. Eligible employees shall pay, by payroll deduction, any difference between the Employer's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program, ~~except that the employer shall cover the full premium contribution for the employee only economy plan.~~

(1) Effective July 1, 2022~~19~~, the employer's contribution rate shall be \$1533~~325~~.00 per month per full-time, eligible employee.

(2) Effective July 1, 2023~~0~~, the employer's contribution rate shall be \$1610~~390~~.00 per month per full-time, eligible employee.

(3) Effective July 1, 2024~~1~~, the employer's contribution rate shall be up to \$1690~~460~~.00 per month per full time, eligible employee.

(4) Eligible employees who work less than 37.5 hours per week shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost.

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

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

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, Civilian Investigator 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, Civilian Investigators, 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 – 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.

11.4 – Wellness Program Funding

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

11.5 – Paid Reserve Officers and Reserve Public Safety Dispatchers

The provisions of Article 11 do not apply to Paid Reserve Officers or Reserve Public Safety Dispatchers.

11.6 – Benefit Levels

(A) The eligibility of the members and their dependents for coverage and the precise benefits to be provided shall be as set forth a tiered insurance benefit plan written and maintained by the City and Borough for that purpose.

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

11.7 – Termination of Benefits

(A) When an employee goes into Leave Without Pay or leaves employment due to termination, resignation or lay off, health insurance coverage ends at 12:01 a.m. on the day following the last day of pay status.

(B) When an employee is on Leave Without Pay while on Family/Medical leave, the provisions of the Family/Medical Leave policy apply and the employee pays the contribution amount the same as if they were working.

11.8 – Health Benefits Evaluation Committee

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

11.9 – Personnel Rules Replaced

This Article replaces 18 PR 027 of the Personnel Rules.

11.10 – Option to Convert to Union Health Trust~~Conversion to the Employer Sponsored Plan~~

The parties agree that the Union has the option to convert from the Employer sponsored plan to the Union health trust for all bargaining unit members on July 1, 2023, provided that the Union provide written notice to the Employer of this conversion prior to March 1, 2023. If the Union does not provide notice to convert members to the Union health trust prior to March 1, 2023, then the Members shall remain on the Employer sponsored plan for the term of this agreement. If the Union opts to convert to the Union health trust, the employer contributions shall become the amount necessary for the Member to participate in the Union health trust, but shall never be more than the employer contributions in section 11.1 of this agreement. If the Union opts to convert members to the Union health trust, any conversion costs shall be covered by the Union.

~~Effective July 1, 2016, each eligible employee will be required to pay a pro-rated portion of the employee's contribution rate for the health plan tier the employee elects. Effective with the pay period beginning on July 11, 2016, and thereafter, the employee shall pay the full bi-weekly employee portion for the health plan tier he or she elects. Such deductions shall occur on a pre-tax basis and be subject to change in accordance with the plan documentation.~~

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. If a Member travels on his or her regularly scheduled time off, the member shall be compensated for time in travel status. A member shall only be paid while in travel status for up to a maximum of the Member's current daily scheduled work hours.~~

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.
- D) The Chief or his/her designee may grant paid administrative leave to a member to make the member whole for the pay period if travel causes a member to be short regular hours. This provision shall not apply to members who take personal travel in conjunction with business travel.

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 or Union shall have the right to call a meeting of the Safety Committee and when doing so, shall provide a tentative list of topics. The Committee shall meet upon reasonable notice. 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.

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 unless doing so would interfere with a criminal investigation. 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 unless doing so would interfere with a criminal investigation. 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 when a Member reasonably believes that answering questions could result in discipline. Once a date has been set for an interview and the Member has been notified, notice of the allegations will be emailed to the Business Agent of the Organization. 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 – 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.

17.4 – Employee Evaluation

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.

17.5 – 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.

17.6 – 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
Call Taker
 - c) Community Service Officer Supervisor
Community Service Officer
 - d) Property and Evidence Specialist
Evidence Technician
 - 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.
- 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.

17.7 - 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.

17.8 – 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 17.6 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 17.6, 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 17.6.
- 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 requests a work assignment, it will be assigned to the member with the earliest appointment date as a Paid Reserve Officer.

18.7 – Reserve Public Safety Dispatchers

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

ARTICLE 19

PERSONNEL RULES

19.1 – Application

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

Those Personnel Rules not within the scope of bargainable issues may be changed during the course of this agreement at management's sole discretion.

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.

- 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)** "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 published. The Employer shall be responsible for publishing the agreement online.

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 on July 1, 20~~21~~²⁹, and shall remain in effect through June 30, 20~~25~~²². 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, 20~~24~~⁴¹ and September 15, 20~~24~~⁴⁷.
- 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.

July 1, 20~~22~~¹⁹ – June 30, 20~~25~~²² PSEA Collective Bargaining Agreement

This Agreement is executed this 22nd day of July, 2019 by the duly authorized agents and representatives of the parties hereto at Juneau, Alaska. (Signature page to be updated after ratification)

PUBLIC SAFETY EMPLOYEES
ASSOCIATION

THE CITY AND BOROUGH
OF JUNEAU, ALASKA

Signature on file
Charisse Millett
Executive Director

Signature on file
Duncan Rorie Watt
City Manager

THE CITY AND BOROUGH OF JUNEAU, ALASKA
NEGOTIATING TEAM

Signature on file
Dallas Hargrave
Human Resources Director
Chiefspokesperson

Signature on file
Ed Mercer
Chief of Police

Signature on file
David Campbell
Deputy Police Chief

Signature on file
Shannon McCain
Negotiator/Note taker

Signature on file
Jessica Paskowski
Negotiator

PUBLIC SAFETY EMPLOYEES ASSOCIATION, INC.
NEGOTIATING TEAM

Signature on file
Sterling Salisbury
President

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 to 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” (To be updated after ratification)**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.

Personnel Rule	Topic	Effect on Agreement	Contract Provision
Rule 1	Position Classification	Entire Rule applies	
Rule 2	Recruitment	Entire Rule applies	
Rule 3	Examination	Entire Rule applies	
Rule 4	Selection	Entire Rule applies	
Rule 5	Appointments	Entire Rules applies with the exception of 5 PR 015(a) and (d), 5 PR 021 and 5 PR 045	
Rule 6	Probationary Periods	Entire Rule applies+	17.3
Rule 7	Hours of Work & Holidays		
7 PR 005	Scheduling Hours of Work	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	8.18
Rule 8	Performance Evaluations	Entire Rule applies	
Rule 9	Training		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Does not Apply	
9 PR 020	Training Reimbursement		
9 PR 020 (a)(1)	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	
Rule 10	Pay		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies	
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Replaced by Contract	8.6
10 PR 045	Pay Range Increase	Applies	

Personnel Rule	Topic	Effect on Agreement	Contract Provision
10 PR 050	Involuntary Demotion	Applies	
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	8.12,8.14, 8.15
10 PR 097	Temporary Supervision Pay	Replaced by Contract	8.12, 8.13,
10 PR 098	Acting in a Higher Range Pay	Does not Apply	8.13, 8.14, 8.27
10 PR 098(b)	Overtime Compensation for Acting in a Higher Range	Applies	
10 PR 100	Shift Differentials	Replaced by Contract.	8.22
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	
Rule 11	Leave		
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 016	Reserved	N/A	
11 PR 017	Reserved	N/A	
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	Applies +	6.21

Personnel Rule	Topic	Effect on Agreement	Contract Provision
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
11 PR 095	Military leave with Pay	Applies	See 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
Rule 12	Resignation, Nondisciplinary Separation and Voluntary Demotion	Entire Rule Applies	
Rule 13	Disciplinary Actions	Entire Rule Applies	
Rule 14	Reduction in Work Force	Replaced by Contract classifications contained solely in the BU. For classifications occurring in other departments, the entirety of Rule 14 applies.	17.6
Rule 15	Grievance and Appeal Procedure	Replaced by Contract	Article 16
Rule 16	Standards of Conduct	Entire Rule Applies	
Rule 17	General Provisions		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 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
Rule 18	Compensation and Reimbursements		
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.	8.21
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
18 PR 027	Health Benefits and Employee Wellness	Replaced by Contract	Article 11

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

Applies = Personnel Rule applies in total

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

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

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

APPENDIX “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 *(to be updated after ratification)*

Effective July 8, 2019 6%, 3%, 2%	STEPS													
	A	B	C	D	E	F	J	K	L	M	N	O	P	
	R A N G E	1	2	3	4	5	6	7	8	9	10	11	12	13
CSO	4 5 0	26.64	27.58	28.54	29.53	30.55	31.63	32.90	34.21	35.58	37.03	38.50	40.04	41.64
Supervisory CSO	4 5 5	30.38	31.48	32.55	33.81	34.86	36.12	37.56	39.06	40.61	42.27	43.96	45.72	47.54
Police Officer/Paid Reserve Officer	4 6 1	32.60	33.74	34.93	36.13	37.40	38.71	40.25	41.86	43.54	45.29	47.10	48.99	50.94
Police Sergeant	4 7 1	37.19	38.51	39.85	41.25	42.67	44.19	45.95	47.80	49.69	51.70	53.76	55.91	58.15
Admin Assist I	5 1 0	20.51	21.19	21.90	22.61	23.37	24.16	24.67	25.24	25.78	26.35	27.40	28.50	29.64
Evidence/Pro perty Technician- Call Taker	5 1 1	21.90	22.61	23.37	24.16	24.96	25.78	26.35	26.92	27.52	28.12	29.25	30.41	31.63
Admin Assist II	5 1 2	23.37	24.16	24.96	25.78	26.63	27.52	28.12	28.74	29.38	30.01	31.21	32.45	33.76
Admin Assist III Evidence/Pro perty Specialist	5 1 4	26.63	27.52	28.42	29.38	30.34	31.37	32.05	32.76	33.46	34.20	35.57	36.99	38.47
Investigation s Support Specialist	5 3 1	22.94	23.74	24.58	25.43	26.32	27.23	28.31	29.46	30.64	31.86	33.13	34.46	35.84
Dispatcher	5 4 1	26.18	27.09	28.04	29.02	30.06	31.08	32.34	33.63	34.97	36.37	37.83	39.34	40.91
Lead Dispatcher	5 5 1	27.86	28.84	29.75	30.88	31.97	33.08	34.41	35.76	37.21	38.71	40.25	41.86	43.54
Civilian Investigator	5 6 1	28.50	29.51	30.53	31.60	32.69	33.85	35.20	36.61	38.07	39.62	41.20	42.84	44.56
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 27.3% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.													

Effective July 6, 2020		STEPS												
1%		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	26.90	27.86	28.82	29.83	30.86	31.95	33.23	34.56	35.94	37.40	38.89	40.44	42.06
Supervisory CSO	455	30.69	31.79	32.87	34.15	35.21	36.48	37.93	39.45	41.02	42.69	44.39	46.17	48.02
Police Officer/Paid Reserve Officer	461	32.93	34.07	35.28	36.49	37.77	39.10	40.66	42.28	43.97	45.75	47.57	49.48	51.45
Police Sergeant	471	37.56	38.90	40.24	41.66	43.09	44.63	46.41	48.27	50.19	52.22	54.30	56.47	58.73
Admin Assist I	510	20.72	21.40	22.12	22.84	23.60	24.41	24.92	25.49	26.03	26.61	27.67	28.79	29.94
Evidence/Property Technician-Call Taker	511	22.12	22.84	23.60	24.41	25.21	26.03	26.61	27.19	27.79	28.40	29.54	30.72	31.95
Admin Assist II	512	23.60	24.41	25.21	26.03	26.89	27.79	28.40	29.02	29.68	30.31	31.52	32.78	34.09
Admin Assist III Evidence/Property Specialist	514	26.89	27.79	28.70	29.68	30.64	31.68	32.37	33.09	33.79	34.54	35.93	37.36	38.85
Investigations Support Specialist	531	23.17	23.98	24.82	25.68	26.58	27.50	28.60	29.75	30.94	32.18	33.46	34.80	36.20
Dispatcher	541	26.44	27.36	28.32	29.31	30.36	31.39	32.66	33.96	35.32	36.73	38.21	39.73	41.32
Lead Dispatcher	551	28.14	29.13	30.05	31.19	32.29	33.41	34.75	36.12	37.58	39.09	40.65	42.28	43.97
Civilian Investigator	561	28.79	29.81	30.84	31.92	33.02	34.19	35.55	36.97	38.45	40.01	41.61	43.27	45.00

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 27.3% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.
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Effective July 5, 2021		STEPS												
1%	GRADE	A	B	C	D	E	F	J	K	L	M	N	O	P
		1	2	3	4	5	6	7	8	9	10	11	12	13
CSO	450	27.17	28.14	29.11	30.13	31.17	32.27	33.56	34.90	36.30	37.77	39.27	40.84	42.48
Supervisory CSO	455	30.99	32.11	33.20	34.49	35.56	36.85	38.31	39.85	41.43	43.12	44.84	46.64	48.50
Police Officer/Paid Reserve Officer	461	33.25	34.41	35.63	36.85	38.15	39.49	41.06	42.70	44.41	46.20	48.05	49.97	51.96
Police Sergeant	471	37.93	39.28	40.65	42.07	43.53	45.08	46.88	48.76	50.69	52.74	54.84	57.04	59.32
Admin Assist I	510	20.93	21.62	22.34	23.07	23.84	24.65	25.17	25.74	26.29	26.88	27.95	29.08	30.24
Evidence/Property Technician-Call Taker	511	22.34	23.07	23.84	24.65	25.46	26.29	26.88	27.46	28.07	28.69	29.83	31.03	32.27
Admin Assist II	512	23.84	24.65	25.46	26.29	27.16	28.07	28.69	29.32	29.98	30.61	31.84	33.10	34.44
Admin Assist III Evidence/Property Specialist	514	27.16	28.07	28.99	29.98	30.95	32.00	32.69	33.42	34.13	34.89	36.29	37.74	39.24
Investigations Support Specialist	531	23.40	24.22	25.07	25.94	26.85	27.78	28.88	30.05	31.25	32.50	33.80	35.15	36.56
Dispatcher	541	26.71	27.63	28.61	29.60	30.66	31.70	32.99	34.30	35.67	37.10	38.59	40.13	41.74
Lead Dispatcher	551	28.42	29.42	30.35	31.50	32.61	33.75	35.10	36.48	37.95	39.48	41.06	42.70	44.41
Civilian Investigator	561	29.07	30.10	31.15	32.24	33.35	34.53	35.91	37.34	38.84	40.41	42.02	43.70	45.45
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 27.3% of the rate provided at Range 461 above. The calculated result is the academy rate of pay.													

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