# SPECIAL ASSEMBLY MEETING
# THE CITY AND BOROUGH OF JUNEAU, ALASKA

October 22, 2018 6:00 PM

Assembly Chambers - Municipal Building
Special Meeting 2018-31; Immediately followed by Assembly Committee of the Whole Worksession

## I. CALL TO ORDER / ROLL CALL

## II. AGENDA TOPICS

A. Supplemental Agreement, Wastewater Crossings of Mendenhall River

The Public Works and Facilities Committee heard an update today on the replacement of the Maier Drive wastewater force main which runs across the Mendenhall River. Staff requested consideration of Assembly approval of a supplemental agreement to authorize installation of a second river crossing near the Kaiser pumping station.

**Unless rejected by the PWFC, the City Manager recommends approval of a supplemental agreement to ENCO Alaska.**

B. IAFF Contract Ratification, including DRAFT Resolution 2830

This resolution would provide Assembly ratification of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the International Association of Fire Fighters (IAFF) for an economic reopener provided for in the current collective bargaining agreement.

The terms of the economic reopener include a 2% general wage increase, retention incentive bonuses, and an adjustment to the wage rate for captains. The total cost of these provisions over the life of the contract is projected to be approximately $204,000.

Because this is an economic reopener, there are no adjustments to general operating terms.

Ballots for the IAFF membership ratification of the terms of the tentative agreement were counted on October 15, 2018. The agreed upon terms are consistent with Assembly direction.

**The City Manager recommends this resolution be adopted.**

## III. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

## IV. ADJOURNMENT

ADA accommodations available upon request: Please contact the Clerk's office 72 hours prior to any meeting so arrangements can be made to have a sign language interpreter present or an audiotape containing the Assembly's agenda made available. The Clerk's office telephone number is 586-5278, TDD 586-5351, e-mail: city.clerk@juneau.org

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

Supplemental Agreement, Wastewater Crossings of Mendenhall River

## MANAGER'S REPORT:

The Public Works and Facilities Committee heard an update today on the replacement of the Maier Drive wastewater force main which runs across the Mendenhall River. Staff requested consideration of Assembly approval of a supplemental agreement to authorize installation of a second river crossing near the Kaiser pumping station.

## RECOMMENDATION:

**Unless rejected by the PWFC, the City Manager recommends approval of a supplemental agreement to ENCO Alaska.**

## ATTACHMENTS:

| | Description | Upload Date | Type |
|---|---|---|---|
| 🗋 | Kaiser Force Main Supplemental Agreement | 10/17/2018 | Cover Memo |

CITY AND BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

**Engineering & Public Works Department**
155 South Seward Street
Juneau, Alaska 99801
Phone: 907-586-0800 | Fax: 907-463-2606

DATE: October 17, 2018

TO: Loren Jones, Chair
Public Works and Facilities Committee

FROM: John Bohan, Chief CIP Engineer

SUBJECT: Kaiser Force Main Supplemental Agreement to the Maier Drive Force Main Installation Project

The attached public interest finding provides the justifications for the request to execute a Supplemental Agreement with ENCO Alaska on the Maier Drive Force Main Installation project. The requested Supplemental Agreement would install a new force main under the Mendenhall River at the Kaiser Force Main location using the horizontal directional drilling (HDD) technology proposed by ENCO for the Maier Drive work.

The work for the Maier Drive Force Main replacement was bid as a stand-alone project because the estimated cost was high and it was uncertain whether the low bidder would propose to provide a proven directional drilling technology solution. The bid price came in well under the engineer's estimate and the HDD technology proposed by the bidder is a good solution for the problem at Kaiser.

The Kaiser Force Main was undermined and exposed by down cutting and lateral river migration. It was discovered during the winter of 2017, causing CBJ to take emergency action to protect the exposed pipe with a rip-rap blanket during the low river flows in the spring of 2018. These emergency repairs have caused consternation about accelerated river bank erosion among the neighboring river bank property owners. The repair work for the Kaiser Force Main installation is funded by the $1.0 million allocated in the Fiscal Year 2019 CIP.

The requested Supplemental Agreement with ENCO for $500k will take advantage of the availability of specialty HDD equipment already mobilized to Juneau to install a replacement Kaiser Force Main during November 2018. This work will accelerate the force main replacement schedule and remove it from the currently hazardous location to the new location, at least 20 feet below the river bottom. The expedient removal of the existing force main and rip rap protection blanket from the river will also alleviate the adjacent riverfront neighbors' concerns about accelerated river bank erosion adjacent to their homes.

The Supplemental Agreement Policy requires Assembly approval on amounts greater than $250,000 or greater than 25% of the original contract value. The Supplemental Agreement Policy and Public Interest finding are attached.

**Recommendation**
Staff requests the above $500,000 Supplemental Agreement request and Public Interest Finding for Kaiser Force Main HDD Installation be forwarded to the Full Assembly for approval.

# Kaiser Force Main Public Interest Finding

**Supplemental Agreement Public Interest Finding** – Maier Drive Force Main Replacement Contract BE 18-222 – Supplemental Agreement for Horizontal Directional Drilling Kaiser Force Main Replacement. The work for the Maier force main replacement was bid as a stand-alone project because the estimated cost was high and it was uncertain whether the low bidder would propose to provide a proven directional drilling technology solution. The bid price came in well under the engineer's estimate and the drilling technology proposed by the bidder is a good solution for the problem.

**Background:**
The Maier Drive Force Main Replacement construction contract was awarded to ENCO Alaska, Inc. on October 15, 2018, and construction is scheduled to begin in the last week of October. The project involves installing 900 feet of 10" HDPE pipe deeply beneath the bed of the Mendenhall River using horizontal directional drilling (HDD) techniques. The drilling subcontractor, Alaska Directional Drilling, is based in the Mat-Su area and will be shipping their specialized drilling equipment to Juneau specifically for this project as HDD equipment of this size is not available locally. Mobilization costs for the HDD rig, drill steel, mud truck, and associated support equipment is expensive ($100K).

The Kaiser Force Main, located 2 miles upstream from the Maier Force Main, also runs under the Mendenhall River. Jökulhlaups and associated lateral river migration have eroded the western river bank, exposing and undermining the previously buried force main and prompting failure concerns. In response, the City Manager declared a Class 2 emergency in the fall of 2017 and the exposed section of force main was temporarily stabilized and armored with a riprap blanket in the spring of 2018. The City's actions, although temporary, have caused concerns to residents on the opposite bank of the river. Importantly, the armoring allowed the essential force main to survive this year's high river flows intact.

Project Funds: The Maier Drive Force Main Replacement Project is covered and funded by the Insurance Policy covering the Mendenhall Wastewater Treatment Plant. The Fiscal Year 2019 CIP Budget included $1 million for the Kaiser Force Main replacement, knowing the Class 2 Emergency Repairs were temporary. The temporary repairs are creating neighborhood concern regarding impacts to adjacent riverfront properties and would require a permanent fix. At budget preparation time we were unsure whether open cut trenching or HDD technology would be appropriate as the permanent installation. Timing was also a significant factor because Maier Drive was already funded by the insurance coverage and the highest priority fix due to the added workload to the Wastewater crew and risks to the public caused by having to truck raw wastewater from Maier Drive (Industrial Boulevard area) to the Mendenhall Treatment Plant until the force main is repaired.

The impending arrival of HDD equipment and crew in Juneau presents a unique opportunity to future proof the threatened Kaiser Force Main. The benefits of awarding the installation of a new Kaiser Force Main by HDD to the existing Maier Force Main replacement construction contract are as follows:

**Public Interest finding Considerations:**

**Mobilization costs:** The significant shipping and transportation costs involved with bringing a large HDD rig and associated specialty equipment to town are already borne by the Maier project ($100K). The mobilization cost to the Kaiser Force Main replacement will be the cost of relocating equipment to and from the Maier force main drill site, estimated at $7,500. These costs will be covered under the 2019 CIP for Kaiser Force Main as will the remaining work in the spring of 2019 to complete the Kaiser Force Main project.
**Engineering and Bid Preparation Costs for a Separate Project**: There will be minor engineering and bid preparation costs if the Supplemental Agreement is authorized to proceed. ENCO and the HDD subcontractor can work with staff directly to install a new force main using specifications and details for the

Maier project. The cost to prepare a new set of bid documents and bid work as a separate contract is estimated between $125k and $175k.

**Schedule:** The armoring of the undermined Kaiser Force Main bought time to formulate and fund a permanent solution, but has caused consternation amongst the opposite bank neighbors. Replacement of the force main and removal of the armor rock during low winter river levels is important. A Supplemental Agreement will allow a new force main to be installed this fall, and put in service in the spring, allowing the emergency armor rock to be removed prior to high river flows next year. The drilling sub-contractor has already told us the equipment is committed to other projects as soon as we are done. There is no way of knowing if a drill rig will be available to come back to town for work before next summer.

**Future proofing:** The Mendenhall River's history of Jökulhlaups, down cutting and bank erosion, is expected to continue to be an issue. Recent events have demonstrated that deep installation is a necessity for long term viability of under-river force main pipe lines in this environment. HDD techniques will allow the installation of a new force main beneath the Mendenhall River bed and west-side river terrace well below river scour depths and beyond anticipated river bank movements. Deep burial depths under a river bed cannot be achieved using traditional trench and cover techniques. Taking advantage of specialty HDD equipment while it is mobilized to Juneau is the most efficient and effective method of force main replacement, accelerates the Kaiser Force Main project, saves on future mobilization costs and minimizes future exposure to neighboring property owner consternation and claims of accelerated riverbank erosion due to CBJ's rip-rap covered force main extending into the river.

City & Borough of Juneau
Alaska's Capital City

ENGINEERING DEPARTMENT
155 S. Seward Street
Juneau, Alaska 99801

# Policy and Procedures Manual

| Policy #: C - 2 | Date: 1/11/06 | Subject: Construction Contract Supplemental Agreement Approval Policy |
|---|---|---|

**Definitions:**

Change Order – A written amendment to the contract covering a modification that is within the scope of the original contract.

Supplemental Agreement – A written amendment to the contract covering a modification to the contract that is outside of the scope of the original contract. Supplemental agreements are typically for owner requested changes that are considered in the public's best interests.

Public Interest Finding – A written narrative authored by the Engineering Department and approved by authority as identified in this policy that clearly addresses the following benefits to be derived from issuing a supplemental agreement. The narrative shall recommend an action based on the relative benefits of these issues.

- Bid Preparation Costs to bid the work separately.
- Cost and Schedule benefits anticipated from bidding the work separately.
- Similarity of Work – are the trades, materials, and equipment needed to complete the work similar?
- Mobilization costs and Proximity – does one contractor's proximity give them an unfair advantage for which the bidded price may exceed a negotiated price?
- Schedule Impacts – comparative schedule risks of bidding the work to awarding the work without schedule delays. Identify any weather or environmental impacts. Identify any increased risks from a compressed construction schedule if bid.
- Site Constraints – will award of additional work to another contractor result in potential schedule and cost delay claims from either contractor that would be in excess of those same claims if awarded to the original

contractor.

- Inspection and Administrative Efficiencies – discuss relative efficiencies of office and field personnel if authorizing one contract or two.

**Background:**

Owner requests for work outside of the scope of the original contract arise from time to time. Typically, these requests result from bids lower than expected, newly identified needs, maintenance needs, public safety concerns, proximity, public desire, use of opportunity, and documented savings in mobilization and materials.

The intent of this policy is to provide a mechanism to complete such work, if it is determined that is in the public's best interests.

**Policy:**

The project manager is responsible for project budget administration. Engineering Department personnel may authorize or recommend supplemental agreements to the following amounts:

| | |
|---|---|
| Chief Architect/Engineer | Items up to $10,000 or up to 5% of the original contract amount, whichever is less. |
| City Manager | Items larger than Chief Architect/Engineer level and up to $250,000 or up to 25% of the original contract amount, whichever is less. |

**Implementation:**

The Chief Architect/Engineer may authorize, or may authorize project inspectors, to have the contractor proceed with supplemental agreement work to the amounts specified above upon making a public interest finding. Project inspectors or Project Managers will conclude the scope, schedule, and estimated amount of authorized work in writing on an approved form as soon as possible prior to work beginning with sign-off by contractor's on-site representative and acquire signatures as soon as possible from:

The Contractor's Representative;
Project Manager
Chief Architect/Engineer
Chief Contracts Engineer.

The City Manager, upon approval of a public interest finding, will authorize all supplemental agreement work as specified above. The Project Manager is responsible for concluding the supplemental agreement scope, schedule, and budget amount in writing and acquiring signatures from:

The Contractor's Representative
The Chief Engineer/Architect
The Contracts Engineer
Client Department Representative
Engineering Director
City Manager

as soon as possible and before work begins.

**Distribution:**

Contracts Division
Architectural Division
Engineering Division
General Engineering Division
Public Works Director
Finance Director
Purchasing Officer

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

IAFF Contract Ratification, including DRAFT Resolution 2830

## MANAGER'S REPORT:

This resolution would provide Assembly ratification of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the International Association of Fire Fighters (IAFF) for an economic reopener provided for in the current collective bargaining agreement.

The terms of the economic reopener include a 2% general wage increase, retention incentive bonuses, and an adjustment to the wage rate for captains. The total cost of these provisions over the life of the contract is projected to be approximately $204,000.

Because this is an economic reopener, there are no adjustments to general operating terms.

Ballots for the IAFF membership ratification of the terms of the tentative agreement were counted on October 15, 2018. The agreed upon terms are consistent with Assembly direction.

## RECOMMENDATION:

**The City Manager recommends this resolution be adopted.**

## ATTACHMENTS:

| | Description | Upload Date | Type |
|---|---|---|---|
| | D. Hargrave Memo re: Request for Ratification of IAFF Tentative Agreement on Contract Reopener | 10/19/2018 | Cover Memo |
| | CBJ-IAFF_Tentative_Agreement_9-25-2018 | 10/19/2018 | Exhibit |
| | DRAFT Resolution 2830 A Resolution Ratifying the Economic Terms Tentative Agreement Between the City and Borough and the International Association of Fire Fighters | 10/19/2018 | Resolution |

**HUMAN RESOURCES & RISK MANAGEMENT DEPARTMENT**
107 Municipal Way, Room 101
Phone: (907)586-0225 Fax: (907)586-5392
e-mail: dallas.hargrave@juneau.org

# MEMORANDUM

Date: October 19, 2018

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Request for Ratification of IAFF Tentative Agreement on Contract Reopener

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The City and Borough of Juneau (CBJ) and the International Association of Fire Fighters Local 4303 (IAFF) reached tentative agreement on a three-year collective bargaining agreement on July 13, 2017. The contract took effect on July 1, 2016 and will conclude on June 30, 2019. The collective bargaining agreement provided that either party may request to reopen economic terms for FY2019. On June 28, 2018, the parties reached a tentative agreement on economic terms for FY2019; however, this tentative agreement was not ratified by union membership. After commencing reopener contract negotiations, a tentative agreement was reached on September 25, 2018. On October 15, 2018, the IAFF notified the CBJ that the union membership successfully voted to ratify the reopener tentative agreement.

**Economic Changes:**

Wages and Pay:

The parties agreed to a two percent increase to the pay schedule and a longevity lump sum payment put into place to increase retention of paramedics. Additionally, the parties agreed to implement a 2% market adjustment increase for the Fire Captain position. It is estimated that the total cost of these terms in FY2019 is $189,000. Unless negotiated otherwise, the costs will in future years beyond FY2019, are estimated to be $204,000.

Estimated FY2019 additional costs:

| | |
|---|---|
| 2% wage increase: | $72,000 |
| Paramedic longevity bonus: | $110,000 |
| Captain market adjustment: | $7,000 |
| Total: | $189,000 |

Estimated future fiscal year annual costs:

| | |
|---|---|
| 2% wage increase: | $110,000 |
| Longevity lump sum: | $83,000 |
| Captain market adjustment: | $11,000 |
| Total: | $204,000 |

Health Insurance

FY19: There will be no increase to the employer's contribution for health care from the FY18 rate of $1260 per full time eligible employee, per month.

**Operational Changes:**

Because this reopener was only on economic terms, there were no operational changes agreed to.

**Conclusion:**

Overall contract negotiations on economic terms for FY2019 were productive, but took time. Chief Rich Etheridge, Assistant Chief Chad Cameron, Fire Marshal Dan Jager and 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 economic terms reopener.

**TA 9/24/18**

**TA 9/25/18**

## ARTICLE 13

## PAY RATES AND PAY DAYS

### 13.1 - Pay Schedule

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

A. ~~There will be no adjustments to the pay schedule, unless they are bargained under the re-opener provision in Article 25.~~ Effective with the first day of the first pay period after ratification of this agreement, the wage associated with Firefighter EMTII, Step 6 shall be increased by 2%.

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

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

B. Pay Schedule Structure

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

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

2. There shall be two salary ranges for Fire and EMS classifications: Firefighter and Captain. Step 6 of the Fire Captain range shall be 20~~18~~% above Step 6 of the Firefighter/EMT II range ($24.08~~23.61~~ per hour). The dollar amounts of each step shall be based on a percentage of Step 6 of each range in the following manner:

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

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

| | Classification Adjustment | Basis | % |
|---|---|---|---|
| 1. | EMT I | Per hour | -10% |
| 2. | EMT III | Per hour | 4% |
| 3. | Paramedic | Per Hour | 10% |
| 4. | Engineer | Per Hour | 10% |

**13.2 - Merit Steps**

A. Merit increases are earned after a merit anniversary date is established and when a permanent employee meets the appropriate number of hours and months of continuous service and achieves an overall performance evaluation of "Acceptable" or better. Merit anniversary dates shall not change once established.

B. A permanent employee is eligible for steps 2 through 6, after 12 months of continuous service.

C. A permanent employee is eligible for steps 6 through 10, after 24 months of continuous service

D. A merit increase shall be automatically awarded to a permanent employee on the employee's merit anniversary date unless the employee has been notified that management has performance concerns that may adversely affect the granting of an increase.

**13.3 – Promoted Employee**

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

13.3.5 Probationary Period

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

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

**13.4 - Overtime**

A. Except as provided in Hours of Work - Article 11, overtime shall be paid for all hours assigned or permitted to work outside the regularly scheduled hours of work. The overtime rate of pay is time and one-half (1 ½) an employee's regular hourly rate except as provided in J below.

B. Employees assigned to a thirty-seven and one-half (37 ½) hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day.

C. For Employees assigned to a fifty-six (56) hour workweek, the minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in ~~tenths~~ quarter of an hour.

D. For thirty-seven and one-half (37 ½) or forty (40) hour workweek employees, overtime shall be calculated in ~~tenth~~ quarter of an hour increments.

E. The minimum call out shall be for two hours paid at the appropriate hourly rate. Employees called back to duty shall be required to remain on duty for a minimum of two hours, unless released by the Duty Officer or Fire Chief.

F. Full time, year round permanent/probationary employees required to be transported by non scheduled aircraft in the course of providing emergency services shall be paid at their appropriate rate of pay and receive professional pay in accordance with Article 13.11.

G. For pay related to training, see Hours of Work – 11.3. Also, see 12.3.

H. Emergency Call Back: Employees are authorized to respond automatically to All Call incidents and will be compensated a minimum of two hours call back per 13.4(E), or actual hours worked if the time worked exceeds two hours.

I. Employees assigned to a forty-two hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day. The minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in quarter of an hour increments.~~tenths of an hour.~~

J. Full time, year round, permanent/probationary employees working mandatory overtime shifts to cover for a seasonal Firefighter/EMT 1 work will be paid 2x their hourly rate of pay for all hours worked in that assignment.

K. The employer will endeavor to provide overtime opportunities in an equitable fashion to bargaining unit members.

L. Probationary employees are eligible for overtime after successfully passing the EMS preceptor part of their probation for EMS and firefighting positions. Probationary employees will be placed on the OT eligibility list in such a fashion as to allow permanent employees the first opportunity to refuse voluntary overtime assignments.

M. Overtime will be paid within the pay period that the overtime is worked.

N. Salaried employees are not eligible for overtime.

**13.5 - Payment of Compensatory Time**

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

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

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

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

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

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

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

**13.6 - Acting Captain Pay**

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

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

**13.7 - Standby Pay**

A. Employees assigned to monitor and respond to a pager during off duty hours are on standby duty. Employees assigned to standby duty must be immediately available for pager duty recall.

B. When the Employer assigns an employee to standby duty, that employee shall be paid three dollars and seventy-five cents ($3.75) for each hour of standby duty.

C. Standby assignments will normally be for twenty-four (24) hours.

D. If called out, the employee will be paid at the overtime rate and standby pay will cease during the call out.

E. Standby duty is not counted as hours 'worked' relative to the provisions of the Fair Labor Standards Act.

F. Employees are obligated to respond to a pager call in accordance with the provisions of Standard Operating Guideline 50.7.

G. Salaried employees are not eligible for standby pay.

**13.8 - Required Court Appearance**

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

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

**13.9 - Payday**

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

**13.10 – Examination of Pay Records**

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

**13.11 – Professional Pays**

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

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

Seasonal and Temporary employees are not eligible for Professional Pays.

Salaried employees are not eligible for Professional Pays.

**Professional Pay Chart**

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

BWA = Base Wage Adjustment
AA = As assigned

Professional Pay Definitions:

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

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

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

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

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

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

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

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

**13.12 – Step Movement for Seasonal Employees**

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

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

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

**13.13 – End of Season Bonus**

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

13.14 – Paramedic Retention Bonus

A bargaining unit member who is employed in a paramedic position shall be eligible for a one-time lump sum payment of $25,000, in the manner described in this article, upon successful

completion of the probationary period. To receive the paramedic retention bonus, the paramedic must sign a written agreement on an Employer provided form requiring pro-rated repayment according to the schedule set forth in this article if the paramedic resigns, is separated for cause, or takes a position in a different job classification during the repayment period. The repayment schedule is as follows:

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

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

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

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

## ARTICLE 16

## HEALTH BENEFITS AND EMPLOYEE WELLNESS

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

### 16.1 - Employer Contribution

### A. Tiered Health Care Program

Beginning January 1, 2004, the employer began providing a tiered benefits program for the provision of health insurance. Eligible employees pay, by payroll deduction, any difference

between the Employer's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program.

**B. Employer Contribution Amounts**

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

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

(3) Effective July 1, 2018, the employer's contribution rate shall be up to $1260.00 per month per full-time, eligible employee. ~~Changes to the employer's contribution rate for FY 2019 shall be subject to the economic reopener outlined in Article 25.~~

**C. Healthy Reward Premium Offset**

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

**16.2 – Benefit Levels**

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

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

**16.3 – Termination of Benefits**

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

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

**16.4 - Cost Containment**

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

**16.5 - Health Committee**

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

**16.6 - Wellness Program**

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

## ARTICLE 15

## LEAVE

**15.1 – Accrual Rates**

A. A permanent or probationary employee occupying a position allocated to a 37.5 hour work week shall accrue personal leave at the rate of:

**1.** Six and one tenth hours for each full biweekly period of work for employees with less than one year of service;

**2.** Seven hours for each full biweekly period of work for employees with one but less than two years of service;

**3.** Seven and eight tenths hours for each full biweekly period of work for employees with two but less than five years of service;

**4.** Eight and seven tenths hours for each full biweekly period of work for employees with five but less than ten years of service;

**5.** Ten and four tenths hours for each full biweekly period of work for employees with ten years or more of service.

B. Permanent and probationary employees assigned to a 40 hour work week shall accrue personal leave at the rate of:

1. Six and five tenth hours for each full biweekly period or work for employees with less than one year of service;

2. Seven and four tenths hours for each full biweekly period or work for employees with one but less than two years or service;

3. Eight and three tenths hours for each full biweekly period of work for employees with two but less than five years of service;

4. Nine and three tenths hours for each full biweekly period of work for employees with five but less than ten years of service;

5. Eleven and one tenth hours for each full biweekly period of work for employees with ten or more years of service.

C. Full time employees who are paid a salary accrue personal leave at the rate of:

1. .81 of a day for each full biweekly pay period of work for employees with less than one year of service;

2. .93 of a day for each full biweekly pay period of work for employees with one but less than two years of service;

3. 1.04 of a day for each full biweekly pay period of work for employees with two but less than five years of service;

4. 1.16 of a day for each full biweekly pay period of work for employees with five but less than ten years of service

5. 1.39 of a day for each full biweekly pay period of work for employees with ten years or more of service.

C. Except as provided for in 15.1 (E), the personal leave accrual rates provided in this section recognize that, for all employees occupying Fire Captain, Firefighter/Paramedic, Engineer, and Firefighter/EMT positions, there are no holidays. The established accrual rates provide for the equivalent of twelve paid holidays. Permanent and probationary employees regularly assigned to a schedule of 24 consecutive duty hours followed by 48 consecutive non-duty hours shall accrue personal leave at the rate of:

1. 14.2 hours for each full biweekly pay period of duty for employees with less than one year of service;

2. 15.5 hours for each full biweekly pay period of duty for employees with one but less than two years of service;

3. 16.8 hours for each full biweekly pay period of duty for employees with two but less than five years of service;

4. 18.1 hours for each full biweekly pay period of duty for employees with five but less than ten years of service;

5. 20.7 hours for each full biweekly pay period of duty for employees with ten years or more of service.

D. Fire Captains and Firefighter/Paramedics shall accrue an additional .92 hours for each full biweekly pay period of duty owing to the current minimum staffing requirements for these positions. Should the Employer discontinue the minimum staffing requirement, leave accrual will revert to that listed in Subsection b.

E. Seasonal and Long Term Temporary employees working a 42 hour work week shall accrue four hours of personal leave for each full biweekly period of work. There shall be no leave accrual during partial pay periods worked. Personal leave accrual shall be prorated for pay periods where the employee has authorized leave without pay.

F. Long Term Temporary employees working a 56 hour work week shall accrue leave according to the provisions of 15.1 (B)(1).

**15.2 – Unauthorized Leave**

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

**15.3 – Leave Anniversary Date**

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

15.4 – Minimum Use

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

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

**15.5 – Maximum Accrual**

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

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

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

**15.6 – Scheduling Leave**

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

**15.7 – Required Taking of Leave**

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

**15.8 – Transfer of Leave**

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

A. The recipient must either be:

1. an employee who is absent for a family/medical leave reason and is on Leave Without Pay, or
2. a family member of a deceased employee, or
3. an employee who is absent due to the death of an immediate family member and is on Leave Without Pay.

B. The donor employee must have a remaining personal leave balance of not less than 134.4 hours for 24/48 hour shift employees, or twelve days, (90 hours) in the case of the 37.5 hour per week position, (96 hours) in the case of a 40 hour per week position.

C. The donation is restricted to a maximum of:

1. thirty days (225/240 hours) or fifty percent of the employee's accrued personal leave, whichever is less, for 37.5 or 40 hour per week positions, or
2. 336 hours or fifty percent of accrued personal leave, whichever is less, for 24/48-hour work schedule positions.

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

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

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

G. Medical leave may not be transferred to personal leave or be credited to any employee other than the employee who earned such leave.

**15.9 – Scheduled Use of Personal Leave**

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

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

**15.10 – Unscheduled Use of Personal Leave**

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

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

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

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

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

**15.11 – Effect of Workers' Compensation**

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

**15.12 – Leave Without Pay**

**A.** An employee who has been employed full time for the previous 26 weeks may be granted leave without pay provided the employee has no accrued personal leave and the granting of leave without pay does not cause any hardships to the CBJ beyond the benefits to be gained by granting leave.

**B.** Leave without pay in excess of 152 hours (for employees with a 24/48 hour duty schedule) or twenty days (for employees working a 37.5 or 40 hour workweek) in a

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

C. An employee who has been employed for the previous 26 weeks and has no accrued personal leave will be granted leave without pay for Family/Medical Leave reasons. (See 15.14.)

D. An employee who is paid a salary and who has no accrued personal leave will be advanced personal leave in increments of less than one day to prevent being charged leave without pay for less than one day. The maximum personal leave indebtedness for an employee who is paid a salary is two days.

15.13 – Family/Medical Leave

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

15.14 – Cancellation of Authorized Leave Without Pay

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

15.15 – Effect of Leave Without Pay

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

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

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

**15.16 – Court Leave**

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

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

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

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

**15.17 – Military and Emergency Service Leave**

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

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

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

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

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

15.18 – Personal Leave on Separation

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

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

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

**15.19 – Parent-Teacher Conference Leave**

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

**15.20 – Personal Leave Cash In**

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

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

B 21 days is equal to:

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

C 15 days is equal to:
1) 112.5 hours for an employee assigned to a 37.5 hour work week
2) 120 hours for an employee assigned to a 40 hour work week
3) 168 hours for an employee assigned to a 24/48 hour duty cycle

D Administration.

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

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

**15.21 – Leave While on Temporary Assignment**

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

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

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

**15.22 – Seasonal Leave**

A. A seasonal employee will receive the cash value of his or her personal leave at the end of the season and be placed in leave without pay status until the work season resumes.

B. A seasonal employee may retrain a leave balance not to exceed 42 hours if the employee so requests prior to the end of the work season.

DRAFT

Presented by: The Manager
Introduced:
Drafted by: R. Palmer

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

**Serial No. 2830**

**A Resolution Ratifying the Agreement Between the City and Borough and the International Association of Fire Fighters.**

WHEREAS, the negotiating team representing the City and Borough has reached a tentative agreement on the fiscal year 2019 economic articles with the negotiating team representing the International Association of Fire Fighters Local 4303; and

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

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

WHEREAS, the economic terms include a two percent increase to the pay schedule in fiscal year 2019 and a longevity lump sum payment structure to improve paramedic retention; and

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

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

**Section 1.** That the Labor Agreement, valid for a three-year period beginning July 1, 2016 through June 30, 2019, between the City and Borough and the International Association of Fire Fighters Local 4303, be 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 _____, 2018.

_____
Beth A. Weldon, Mayor

Attest:

_____
Elizabeth J. McEwen, Municipal Clerk