ASSEMBLY FINANCE COMMITTEE AGENDA

September 3, 2025 at 5:30 PM

Assembly Chambers/Zoom Webinar

https://juneau.zoom.us/j/93917915176 or 1-253-215-8782 Webinar ID: 939 1791 5176

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. August 6, 2025

D. AGENDA TOPICS

2. Personnel Rule Changes and Eaglecrest Pay Plan Conversion

3. Sobering Center Update

4. Related Parties Policy

5. Ordinance 2025-38 Adding Non-Departmental as a Special Office

E. NEXT MEETING DATE

6. October 1, 2025

F. SUPPLEMENTAL MATERIALS

G. ADJOURNMENT

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, e-mail: city.clerk@juneau.gov.

ASSEMBLY FINANCE COMMITTEE MINUTES

August 6, 2025, at 5:30 PM
Assembly Chambers/Zoom Webinar

https://juneau.zoom.us/j/93917915176 or 1-253-215-8782 Webinar ID: 939 1791 5176

A. CALL TO ORDER

The meeting was called to order at 5:31 pm by Chair Woll.

B. ROLL CALL

Committee Members Present: Chair Christine Woll; Greg Smith; Paul Kelly; Maureen Hall; Neil Steininger; Ella Adkison; Wade Bryson; Alicia Hughes-Skandijs

Committee Members Present Virtually: None

Committee Members Absent: Mayor Beth Weldon

Staff Members Present: Katie Koester, City Manager; Angie Flick, Finance Director; Dallas Hargrave, Human Resources and Risk Management Director; Adrien Wendel, Budget Manager

Other Staff Members Present: Craig Cimmons, Eaglecrest General Manager; Kristy Germain, Operations Director for Juneau School District; Frank Houser, Superintendent of Juneau Schools, Debbie Sorenson, Board of Education President

C. APPROVAL OF MINUTES

1. July 9, 2025

The July 9, 2025 minutes were approved as presented.

D. AGENDA TOPICS

2. Eaglecrest Updates & Position Conversion

Eaglecrest Position Conversion

Finance Director Angie Flick provided a brief overview of the Eaglecrest position conversion.

During the budget process, the Assembly provided a substantial personnel increase for Eaglecrest, and Chair Woll asked Staff to investigate converting Eaglecrest from its own classification and compensation plan to the City's plan. Converting Eaglecrest from its current system will involve integrating Eaglecrest positions into the CBJ pay scale and amending the Personnel Rules. Reasons for making this transition include consistency, clarity of promotional processes, setting candidate and employee expectations for wage rate and merit increases, and efficiencies of scale for Administration, Finance, and Human Resources, etc.

This change would also mean some loss of autonomy for the Eaglecrest Board and General Manager. Currently, the Eaglecrest General Manager has flexibility to place employees in different pay steps, whereas under the new system, the City Manager's approval would be required for such changes. Under the existing arrangement, the Eaglecrest Board has control over pay-rate changes within their financial allocation from the Assembly and this would change.

Additional financial considerations are that this conversion would entitle unrepresented Eaglecrest employees to the approved 3% pay increase at the start of FY27 and 5% at the beginning of FY28 as well as the lump sum payment at the start of FY27. They would receive regular merit pay increases depending on their merit increase schedule per the Personnel Rules. These increases would be cared for through the normal budget process, however, these incremental increases to Eaglecrest's operating budget are worth noting.

As a preliminary aspect of this process, the Eaglecrest management team updated all Eaglecrest position descriptions. Human Resources was then able to initiate work on cross walking Eaglecrest positions, based on responsibilities, complexities, and requirements for a candidate to be successful in each role, from the Eaglecrest pay scale to the CBJ pay scale. This is currently a work in progress.

A side-by-side comparison of Personnel Rules between Eaglecrest and the City is in process, and initial work on this is reflected on packet pages 12-18.

Finance has used this initial data to analyze the cost of moving these positions to the City's pay scale to make a preliminary assessment that these costs could be covered by Eaglecrest's FY26 personnel services allocation.

Should the Committee decide to pursue this transition, a future step will be writing an objective set of conversion rules to move people/positions from the Eaglecrest pay system to the City's pay system so that this process is done fairly and impartially. Once that is done, and it appears that the change is truly affordable, then a final personnel rule modification request would be brought before the appropriate bodies.

Assemblymember Hughes-Skandijs joined the meeting at 6:10 pm.

Assemblymember Kelly asked for clarification that if the Committee takes no action, the status quo is to proceed with the conversion.

Ms. Flick responded that yes, if the Committee takes no action, then Staff will present to the Eaglecrest Board on the following night and continue with the transition unless other direction is provided.

Assemblymember Bryson asked if there is an option to approve the raises without converting Eaglecrest staff onto the CBJ pay scale and Personnel Rules, to allow them increased pay without adding the constraints of being regular government employees in a private sector business.

Human Resources and Risk Management Director Dallas Hargrave responded that the scenario described by Assemblymember Bryson is the typical process as things stand at this time. Each year the Board determines what to do with Eaglecrest pay rates/increases, and once the Board approves, it goes before the Assembly to be considered as part of the budget. Therefore, if this transition moves forward, it would be a system change.

Assemblymember Smith asked how Eaglecrest pay and Personnel Rules changes are currently processed.

Mr. Hargrave answered that there is an ordinance that gives him the authority to implement classification and compensation plan changes. He and his staff are able to assess positions and job duties and reallocate positions throughout the year. The Personnel Rules set the guidelines and are approved by the Assembly, and all changes must be done within the parameters of the Personnel Rules.

Assemblymember Bryson asked if this change would result in Eaglecrest paying employees for times that they were not working due to the mountain being closed.

Ms. Flick answered that this change would not convert part-time employees to full-time, so this situation would not arise as part-time employees are only paid for the time they are actually working.

Assemblymember Smith asked if the costing estimate that was done for FY26 considered the new positions that were approved in the budget process.

Ms. Flick responded that Staff's assessment considered the new positions that were approved, position descriptions were written for them, and that all this data was used in the preliminary valuation of the full cost of the implementation.

Chair Woll asked if there are other empowered Boards with city employees who work under different pay scales.

Mr. Hargrave answered that there are other empowered Boards in the City that are on the MEBA and Unrepresented pay plans. There are other bargaining units that have separate pay plans based on the bargaining units associated with specific departments. Barlett Regional Hospital and the Juneau School District each have elected or enterprise boards with their own pay plans and Personnel Rules.

The Assembly continued to discuss the topic.

Motion: by Assemblymember Kelly to instruct the Eaglecrest Board to continue exploring the conversion to the CBJ classification and compensation plan.

Objection: by Assemblymember Smith.

Assemblymembers Hughes-Skandijs and Adkison spoke in favor of the motion.

Assemblymember Steininger spoke in opposition to the motion because the Eaglecrest Board is meeting the next evening to discuss whether to implement the transition.

Assemblymember Hall spoke in opposition to the motion to allow Eaglecrest to make their own decision.

Assemblymember Kelly withdrew the motion.

Eaglecrest Update:

Eaglecrest General Manager Craig Cimmons thanked the Committee for the funding that Eaglecrest received for FY26. He stated a decision was made to not fix the Black Bear lift this summer, and the money, time, staff, and resources that would have gone to Black Bear were shifted to the Ptarmigan lift. Consequently, two major issues were discovered with Ptarmigan. The first issue being addressed is that the drive shaft is approximately 50% worn. It is a Caterpillar driveshaft that is no longer made, so it is being fabricated. This will take weeks, or possibly months, to complete. The second issue identified is that one of the towers is leaning and requires repair for safety reasons.

Assemblymember Smith asked if Black Bear was going to be shut down temporarily or permanently.

Mr. Cimmons answered that Black Bear is old and out-of-date, its technology is obsolete, and obtaining replacement parts is difficult. If unlimited funds were available to bring Black Bear online, it would be possible. However, there is risk involved in repairing a lift that is so old, and the optimal solution would be to replace both it and Ptarmigan.

Mr. Cimmons provided additional updates on the following Eaglecrest projects:

Safety, Cleanliness and Professionalism Improvements Projects
Emergency Action Plans have been distributed. The Porcupine Lodge outdoor staircase has been removed and replaced to meet code. The Fish Creek Lodge back deck is being rebuilt. The Nest leaks and structural problems are being repaired. Porcupine now offers access to tree skiing. General maintenance projects such as repairs and improvements are being made at the top and bottom terminals of the chair lifts, including repairs/replacements for doors, propane tanks, flooring, walls, windows, doors on lifts now open and close, and the heating system has been improved. The Employee Locker Room has been cleaned up and fixed to improve functionality and appeal. Recycling and scrap piles have been properly disposed of and/or recycled.

Equipment Maintenance Projects
In August and September, a large, collaborative project is being implemented. This involves four different lift mechanic contractors who will be joining forces to work on: two Bullwheel bearings, Ptarmigan low

speed drive shaft installation, and installing, updating, inspecting, and testing the lift tower assemblies. Bike trail maintenance is underway. Every Eaglecrest vehicle and small engine has now been serviced.

Staffing
A new FTE position for an Admin Coordinator has recently been filled and this has immediately made a positive impact, improving the workload for the other people on the leadership team. A new FTE position for Summer Trail Crew has been filled and is getting a great deal of deferred work completed. A new Lift Mechanic recently obtained Level 1 Certification (an 18-day course). Recruitments for several key roles are in progress concurrently with the conversion project. Sixteen interviews have been completed with J1 Candidates. Eaglecrest Staff have noted a considerable energy change and a new culture of teamwork around the ski area, which is a great improvement.

Sales and Community Work
Winter passes and program registration have been launched. Marketing materials have been updated. Eaglecrest Foundation School Group Scholarship fundraising is in process. Four weeks of successful summer camps with 46 participants have taken place. Discover Eaglecrest Day and Eaglecrest Foundation 50th Fundraiser are happening on September 12-13. Retail and rental inventories have been reconciled with the City and the State and inventory ordering continues.

The Committee recessed at 6:26 pm.
The Committee reconvened at 6:33 pm.

3. Dzantik'i Heeni Playground Appropriating Ordinance 2025-01(b)(F)

Chair Woll provided a brief overview, noting that in the FY25 Budget, the Assembly decided to appropriate funds for the design work associated with the Dzantik'i Heeni Playground Capital Improvement Project. The preliminary design work indicated that the cost of the project will be much higher than originally anticipated. The Joint Assembly and Juneau School District Facilities Committee determined funding site preparation work now would be beneficial until funding could be secured for the full project. During the budget process, a motion was made to include it in the bond proposal instead of funding the project out of General Funds. That bond proposal did not proceed to the ballot. Ordinance 2025-01(b)(F) has been drafted to fund the Dzantik’I Heeni Playground site preparation from General Funds for the Committee’s consideration.

Assemblymember Kelly noted that previously he was not eligible to participate in discussions about the Dzantik'i Heeni Playground because he had a child at the Montessori School. At this time, with his child moving to a different school next year, on the advice of the Attorney, he is now fully able to participate in discussions about Dzantik'i Heeni Playground.

Assemblymember Smith asked if there is a better way to handle the process in the future when considering projects like this in terms of setting cost parameters to avoid raising expectations that cannot be met.

Katie Koester, City Manager, responded that yes, there are better ways and suggested that setting clear expectations at the onset is crucial as there are multiple ways to approach a design project. These options include designing “to a budget” or “design to use,” meaning, design to everything wanted for the project.

The Assembly continued to discuss the topic.

Chair Woll clarified that this project is specifically for the design and construction of ADA improvements at the Dzantik’i Heeni School playground. Project work would include the design and installation of safety surfacing for the pre-K and K-5 play equipment, a concrete ADA sidewalk, and fencing around the playground to create a safer and more accessible facility for children of all abilities. This appropriation does not cover the cost of playground equipment. The Juneau School District will spearhead any fundraising efforts for the playground equipment.

Assemblymember Hall asked if the project takes into consideration swing sets for all age groups.

Ms. Koester responded that it would depend on what types of equipment overall are planned for the playground.

Juneau School District Operations Director Kristy Germain addressed the Committee and referenced Design Option 1 (page 15 of the packet). With a $660,000 project cost and the addition of fencing at about $70,000, this does not include safety surfacing for the K-5 or the Pre-K swing areas.

Assemblymember Steininger asked if $730,000 of General Funds are going to the School District, is this project the highest and best use for these funds to meet the needs of the students or are there other school needs that are a higher priority.

Juneau School Board President Deedie Sorensen stated that the Dzantik'i Heeni School has approximately 300 students, K-8, which is comparable to the number of students at other elementary schools in the district. The other schools all have playgrounds, some of which are huge. Dzantik'i Heeni School does not have a playground. It has a field that turns into mud or ice depending on the weather, so the children must play on the graveled path in front of the building. She stated that having a functional playground is a priority for students' physical and emotional health.

Assemblymember Bryson noted that there are six public parks in the Mendenhall Valley area of Juneau, yet only one public park in the Lemon Creek area, which is the lowest socioeconomic area of town.

Motion: by Assemblymember Smith to move Ordinance 2025-01(b)(F) for introduction at the next Regular Assembly meeting.

The motion passed by unanimous consent.

4. Assembly Goals Progress Update

Chair Woll noted that this is a check-in to determine where the Committee would like to focus their attention for the next few meetings before a new Assembly, priorities, and budget process begins.

Ms. Flick recognized the Assembly for how much progress they have made on some of these items, including addressing the dockage fees, increasing revenues from visitor activity through a seasonal sales tax ballot proposition, and Eaglecrest.

Staff has been compiling data on tax exemptions, tax credits, and foregone revenue, and will begin organizing this information into coherent, actionable summaries.

Assemblymember Smith asked about the timing of changes to property taxes, when they would be enacted and when revenue generated by any changes would be realized.

Ms. Flick answered that property assessment values as of January 1, 2026, will be the basis for mill-rate decisions for FY27. In May and June, the mill rate to be levied against the value established is set for the year. Depending on the changes for exemptions and tax relief, they may not need to be enacted before January 1. It depends on the type of exemption and the change that is being made. These can be addressed as needed and with advisement from the Law Department.

The Committee continued to discuss the topic.

Assemblymember Smith stated that the top two items that he would like to consider are "leaky" revenue and revenue from visitor activity.

Assemblymember Hall requested a list of tax exemptions.

Ms. Flick responded that most of the tax exemptions are written in the code, so a list could be provided. There are additional areas that are not in code that could also be added to the list.

Assemblymember Adkison stated that Ms. Koester had one additional topic to discuss at tonight's meeting that was not on the agenda:

Ms. Koester stated that at the last Human Resources Committee (HRC) meeting there were appointments for the Airport Board, however, at this time, the Airport Board is not fully staffed. The Airport Board is currently making some consequential hiring decisions. There was a conversation that two of the Airport Board members, David Epstein and Jerry Godkin, whose terms expired on June 30, would be willing stay longer to assist with the Board needs. Because they are dedicated public servants, they are willing to do this, however, they were not interested in reapplying to the Board. December is likely the next time there will be additional Airport Board appointments.

Motion: by HRC Chair Adkison to move to extend the terms of David Epstein and Jerry Godkin to the Airport Board until December 2025.

The motion passed by unanimous consent.

E. SUPPLEMENTAL MATERIALS

F. NEXT MEETING DATE

5. September 3, 2025

G. EXECUTIVE SESSION

6. Discussion on Enterprise Financial Reporting

Motion: by Assemblymember Bryson to move the Assembly Finance Committee into Executive Session to discuss enterprise financial reporting, the immediate knowledge of which would adversely affect the finances of the Municipality.

The motion passed by unanimous consent.

G. ADJOURNMENT

The Committee entered Executive Session at 7:08 pm. The Committee adjourned the meeting at 8:25 pm following the conclusion of the Executive Session.

155 Heritage Way
Juneau, AK 99801
Phone: (907) 586-5215

DATE: August 27, 2025

TO: Assembly Finance Committee

FROM: Angie Flick, Finance Director

SUBJECT: **Eaglecrest Pay Plan Follow-up**

The purpose of this memo is to provide the Assembly Finance Committee (AFC) with an update related to the Eaglecrest Pay Plan/Personnel Rules, potential conversion to the City and Borough of Juneau (CBJ) classification and compensation plan and the FY 2026 approved budget. Since the AFC meeting on August 6, 2025 a great deal of work has been accomplished.

Summary of Eaglecrest Board Meetings

The Eaglecrest Board met for a regular meeting on August 7, 2025. During that meeting, the HRRM Director and Finance Director shared concepts surrounding converting Eaglecrest positions to CBJ positions under the CBJ classification and compensation plan. After good dialogue, questions and answers, the Eaglecrest Board determined they wanted to continue the work utilizing the Eaglecrest Human Resources Committee (EC HRC) as the body to work closely with staff on the details and finalization of a plan.

The EC HRC met on August 13 and August 19 and reviewed:

- Finalized changes to personnel rules as it pertains to Eaglecrest
- Finalized allocation of positions to CBJ ranges as approved by the HRRM Director
- Two scenarios to convert Eaglecrest employees to the CBJ compensation plan
- Cost implications of the two scenarios

The Eaglecrest Board met for a special meeting on August 26, 2025. During that meeting, the HRRM Director and Finance Director presented the EC HRC recommendations to the full Board. The packet materials from that meeting have been included (less the full personnel rules) as attachments to this memo.

The Eaglecrest Board unanimously approved the changes to the Personnel Rules and the conversion rules of scenario two for converting Eaglecrest employees to the CBJ compensation plan. Additionally, because the cost of these actions less than the funding approved by the Assembly in Eaglecrest's FY26 budget; the Eaglecrest Board also unanimously approved a reduction of the Eaglecrest budget recognizing the intent of the personnel budget increase and the amount needed per this conversion plan.

In addition to the personnel rules related to the Eaglecrest position conversion, there are other personnel rule amendments being presented. As the changes to the personnel rules are significant, they warrant committee time in a setting with all Assembly members present. Because of the connection to the Eaglecrest project, the full personnel rule amendments are being presented at this AFC meeting for review and discussion.

There are several documents following this memo:

- Eaglecrest Special Board Meeting Packet Contents:
    - Final Eaglecrest Job Class Pay Range Allocation
    - Eaglecrest Aug 19 HRC Memo
    - Scenario 2 Position and Department Breakout
    - Hard to Fill Positions – Starting Wage Comparison
- Draft Resolution for Eaglecrest Budget Reduction
- Memo from HRRM Director Hargrave regarding Personnel Rules
- Draft Resolution 4028 for Personnel Rule and Eaglecrest Conversion
- Draft Personnel Rules

ACTION: Staff recommends that the Assembly forward the attached draft resolutions to the next Regular Assembly Meeting for approval on the consent agenda.

Eaglecrest Job Class Pay Range Allocation - Final

DEPT	Job Code	Current Pay Grade	Current Job Class	Pay Grade
ADMIN	0113	111	Eaglecrest Administrative Coordinator	14
ADMIN	110	113	Base Operations Manager	19
ADMIN	105	113	Director of Snowsports, Rental, Retail, and Repair	19
ADMIN	112	113	Mountain Safety Manager	19
ADMIN	102	113	Director of Mountain Operations	19
ADMIN	101	117	Eaglecrest Manager	25
BASE OPS	0607	103	Eaglecrest Van Driver	6
BASE OPS	606	102	Cashier	6
BASE OPS	604	105	Senior Cashier	9
BASE OPS	802	104	Cook	6
BASE OPS	608	105	Lead Eaglecrest Building Custodian	10
BASE OPS	905	105	Eaglecrest Senior Marketing Assistant	10
BASE OPS	805	107	Food Service Lead	10
BASE OPS	611	107	Revenue Coordinator	14
BASE OPS	801	108	Food Service Supervisor	12
BASE OPS	230	108	Eaglecrest Marketing & Media Coordinator	14
BASE OPS	232	110	Eaglecrest Marketing & Events Manager	17
MTN OPS	404	103	Lift Operator	4
MTN OPS	406	104	Lead Lift Operator	6
MTN OPS	402	109	Lift Supervisor	12
MTN OPS	510	106	Eaglecrest Laborer	10
MTN OPS	504	107	Snow Cat Operator	10
MTN OPS	507	106	Mechanic I (New title: Service Technician I)	10
MTN OPS	508	107	Mechanic II (New title: Service Technician II)	11
MTN OPS	503	108	Lead SnowCat Operator	12
MTN OPS	506	109	Senior Groomer/Maintenance Operator	12
MTN OPS		106	LMT I (Lift Maintenance Tech I)	12
MTN OPS		107	LMT II (Lift Maintenance Tech II)	14
MTN OPS	509	109	Mechanic III (New title: Mechanic I)	14
MTN OPS		109	LMT III (Lift Maintenance Tech III)	16
MTN OPS	401	111	Lift Operations Manager	17
PATROL	305	106	Ski Patrol Trail Crew Worker	6
PATROL	302	107	Ski Patroller	10
PATROL	304	108	Senior Ski Patroller	12
PATROL	301	109	Ski Patrol Supervisor	15
RENTAL, RETAIL, & REPAIR	708	101	Boot Fitter/Ski Shop Worker	3
RENTAL, RETAIL, & REPAIR	703	103	Rental Technician	6
RENTAL, RETAIL, & REPAIR	707	104	Repair Technician	9
RENTAL, RETAIL, & REPAIR	706	106	Retail & Repair Administrative Coordinator	9
RENTAL, RETAIL, & REPAIR	709	105	Lead Repair Shop Technician	10
RENTAL, RETAIL, & REPAIR	702	107	Assistant Ski Shop Supervisor	12
RENTAL, RETAIL, & REPAIR	701	109	Rental, Retail & Repair Supervisor	14
SNOW SPORTS SCHOOL	207	103	Ski/Snowboard Instructor non-certified	6

Eaglecrest Job Class Pay Range Allocation - Final

DEPT	Job Code	Current Pay Grade	Current Job Class	Pay Grade
SNOW SPORTS SCHOOL	206	104	Ski/Snowboard Instructor I	8
SNOW SPORTS SCHOOL	210	105	School Group Coordinator	11
SNOW SPORTS SCHOOL	220	106	Race Coach	11
SNOW SPORTS SCHOOL	205	105	Ski/Snowboard Instructor II	11
SNOW SPORTS SCHOOL	204	106	Ski/Snowboard Instructor III	13
SNOW SPORTS SCHOOL	215	106	Snowsports School Administrative Coordinator	11
SNOW SPORTS SCHOOL	203	107	Ski & Snowboard School Trainer	13
SNOW SPORTS SCHOOL	212	107	School Group Coordinator & Adaptive Instructor	11
SNOW SPORTS SCHOOL	209	107	Snowsports School Coordinator	11
SNOW SPORTS SCHOOL	225	108	Youth & Community Outreach Coordinator	11
SNOW SPORTS SCHOOL	235	110	Snowsports School & Comm Outreach Mgr	15
SNOW SPORTS SCHOOL	202	109	Snowsports School Supervisor	14

Department of Human Resources / Risk Management
155 Heritage Way, Juneau, AK 99801
907-586-5250 <phone> 907-586-5392 <fax>
Email: Dallas.Hargrave@juneau.org

MEMORANDUM

Date: August 18, 2025

To: Eaglecrest Board Human Resources Committee

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Additional information regarding conversion to the CBJ Classification and Compensation System

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Background

On August 13, the Eaglecrest Board Human Resources Committee (HRC) considered draft changes to the CBJ Personnel Rules that impact Eaglecrest. Also at that meeting, the HRC was also presented with the pay range allocation for Eaglecrest job classifications based on the classification study.

Information for August 19, 2025 HRC Meeting

Today, we will be presenting one additional change to the CBJ Personnel Rules and our analysis of two different methods of conversion of Eaglecrest positions from the Eaglecrest pay plan to the CBJ pay plan.

Additional Proposed Personnel Rule Change

In order to assist with recruitment and retention needs for the positions at Eaglecrest that currently work only during the ski season, we are additionally proposing that the Personnel Rules also be changed in the following manner:

18 PR 070. Sign-on Bonus.

(a) The City Manager may authorize a sign-on bonus for a new employee starting in a difficult to fill position under the following conditions:

(1) The City Manager and the employee sign a written agreement specifying the sign-on bonus amount and payment schedule and requiring pro-rated repayment according to the schedule set forth in this section if the employee voluntarily ends service in less than 2, 3, or 4 years. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected.

(2) If the sign-on period is 4 years, the repayment schedule is:

(i) 100% if service is less than 12 months;

(ii) 75% if service is 12 months or greater but less than 24 months;

(iii) 50% if service is 24 months or greater but less than 36 months;

(iv) 25% if service is 36 months or greater but less than 48 months.

(3) If the sign-on period is 3 years, the repayment schedule is:

(i) 100% if service is less than 12 months;

(ii) 66% if service is 12 months or greater but less than 24 months;

(iii) 33% if service is 24 months or greater but less than 36 months;

(4) If the sign-on period is 2 years, the repayment schedule is:

(i) 100% if service is less than 6 months;

(ii) 75% if service is 6 months or greater but less than 12 months;

(iii) 50% if service is 12 months or greater but less than 18 months;

(iv) 25% if service is 18 months or greater but less than 24 months.

(5) The maximum amount established in the sign-on bonus agreement may not exceed $40,000. The sign-on bonus amount may be paid in multiple payments on a schedule determined by the City Manager.

(6) The City Manager shall determine whether a position is difficult to fill, the dollar amount of the sign-on bonus, the payment schedule, and the repayment period. The City Manager shall consider factors such as the current labor market, history of recruitment difficulties, rate of pay for the position, and the number of applicants in making this determination.

(7) A new employee shall only be eligible for a sign-on bonus if they have not worked for the City and Borough of Juneau for a period of at least one year prior to the start of employment. *(Res. 3020, 2023)*

(8) Seasonal, Eaglecrest Limited, and Eaglecrest Seasonal positions may be considered for sign-on bonuses under this section in addition to new employees.

Wage schedule conversion proposals

After considering a variety of different mechanisms to convert current and future Eaglecrest employees from the current wage schedule to the CBJ wage schedules, we would like to present to conversion scenarios for the HRC to consider.

Scenario #1:

- The employee’s hourly rate will be identified. Current employees will be placed in the new salary range at a step that provides for an hourly rate that most closely matches the employee's current hourly rate without going below the current rate. This will be referred to as the baseline conversion rate.

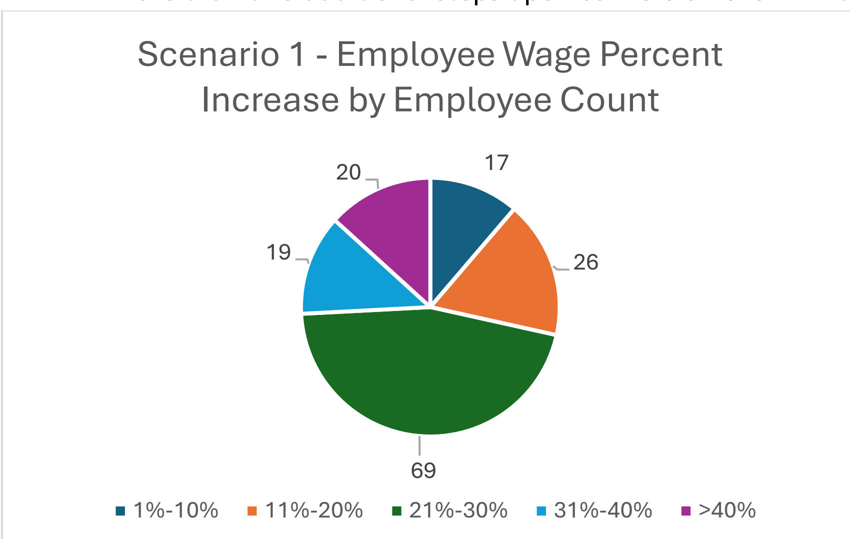
The following factors will be applied:

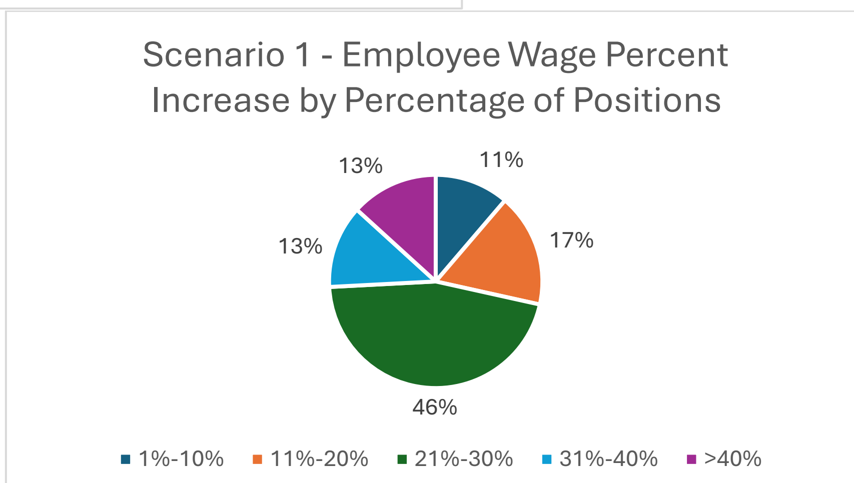
- Employees who are currently at step 7 or above on the Eaglecrest pay scale will have one additional step added to their baseline conversion rate.

- Employees who have a CBJ hire date 10 or more years prior to the conversion will have two additional steps added to their baseline conversion rate.

- If after these rules have been applied, an employee will receive less than a 3% increase, then one additional step will be added to their baseline conversion rate.

*These additional factors will not be compounded, meaning an employee could not receive more than two additional steps upon conversion even if multiple factors apply.



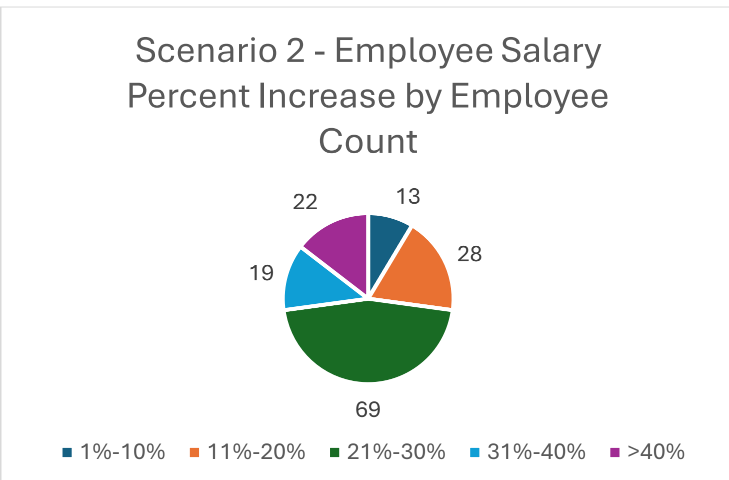


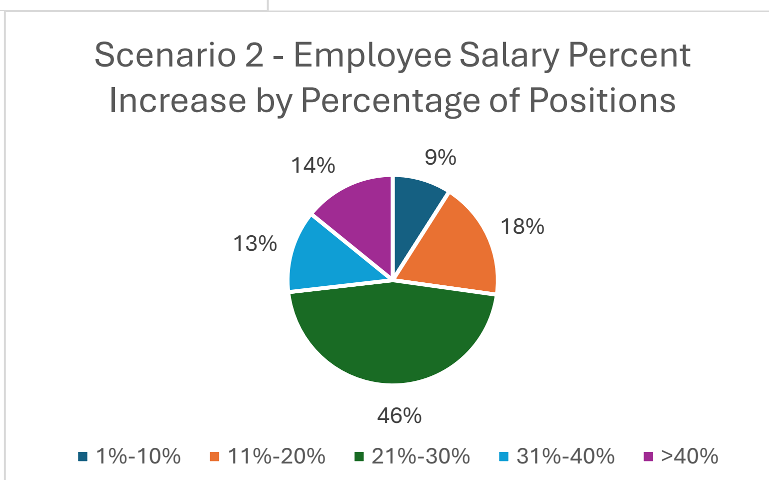
Scenario #2:

- The employee's hourly rate will be identified. Current employees will be placed in the new salary range at a step that provides for an hourly rate that most closely matches the employee's current hourly rate without going below the current rate. This will be referred to as the baseline conversion rate.

  The following factors will be applied:

  - Employees who have a CBJ hire date of January 1, 2013, or earlier, will have three additional steps added to their baseline conversion rate.
  - Employees who have a CBJ hire date between January 2, 2013, and December 31, 2014, will have two additional steps added to their baseline conversion rate.
  - Employees who have a CBJ hire date on or after January 1, 2015, will be placed at the step determined to be their baseline conversion rate.
  - If after these rules have been applied, an employee will receive less than a 3% increase, then one additional step will be added to their baseline conversion rate.





Estimated Cost of Conversion

Scenario #1 Total Personnel Service Costs	3,237,186.88
Scenario #2 Total Personnel Service Costs	3,248,052.38
Total FY26 Adopted Personnel Service Authority	3,838,400.00

Total difference between Scenario #1 and Scenario #2 = $10,865.50.

Position Group	Salary Variance	TotalPositions
Instructors	11% - 20%	5
	21% - 30%	34
	31% - 40%	3
	More than 40%	17
Instructors Total		59
Laborer	1%-10%	1
	21% - 30%	7
	31% - 40%	2
Laborer Total		10
Lead Repair Tech	21% - 30%	2
	31% - 40%	1
	More than 40%	1
Lead Repair Tech Total		4
Lift Operator	1%-10%	11
Lift Operator Total		11
Rental Shop Tech	11% - 20%	1
	21% - 30%	6
Rental Shop Tech Total		7
Repair Shop Tech	31% - 40%	4
Repair Shop Tech Total		4
Ski Patrol	1%-10%	1
	11% - 20%	10
	21% - 30%	5
Ski Patrol Total		16
SnowCat Operator	11% - 20%	2
SnowCat Operator Total		2
SSS Admin Coordinator	21% - 30%	1
	31% - 40%	4
SSS Admin Coordinator Total		5

Department	Salary Variance	Total Positions
Admin/Mktg/Mgmt	1%-10%	1
	11% - 20%	1
	21% - 30%	2
	31% - 40%	2
	More than 40%	2
Admin/Mktg/Mgmt Total		8
Base Ops	11% - 20%	2
	21% - 30%	5
	31% - 40%	1
	More than 40%	2
Base Ops Total		10
Mountain Ops	1%-10%	12
	11% - 20%	5
	21% - 30%	8
	31% - 40%	2
Mountain Ops Total		27
Retail	11% - 20%	2
	21% - 30%	9
	31% - 40%	6
	More than 40%	1
Retail Total		18
Snow Safety	1%-10%	1
	11% - 20%	10
	21% - 30%	5
	31% - 40%	1
Snow Safety Total		17
Snow School	11% - 20%	7
	21% - 30%	40
	31% - 40%	7
	More than 40%	17
Snow School Total		71

Eaglecrest Position Conversion
Hard to Fill Position Comparison
Starting Wages - Step 1

	EC Compensation Plan		CBJ Compensation Plan			
Hard to fill positions	**Range**	**Current Rate**	**Converted Rate**	**Range**	**Difference**	
Instructor NC	103	$ 13.66	$ 17.51	6	$ 3.85	28%
Instructor I	104	$ 14.91	$ 19.95	8	$ 5.04	34%
Instructor II	105	$ 16.15	$ 24.27	11	$ 8.12	50%
Instructor III	106	$ 17.39	$ 27.68	13	$ 10.29	59%
Snowcat Operator	107	$ 18.62	$ 22.74	10	$ 4.12	22%
Cook	104	$ 14.91	$ 17.51	6	$ 2.60	17%
Food Service Lead	107	$ 18.62	$ 22.74	10	$ 4.12	22%
Food Service Supervisor	108	$ 19.88	$ 25.90	12	$ 6.02	30%
Mechanic I (Service Technician I)	106	$ 17.39	$ 22.74	10	$ 5.35	31%
Mechanic II (Service Technician II)	107	$ 18.62	$ 24.27	11	$ 5.65	30%
Mechanic III (Mechanic I)	109	$ 21.74	$ 29.51	14	$ 7.77	36%
Lift Maintenance Tech I	106	$ 17.39	$ 25.90	12	$ 8.51	49%
Lift Maintenance Tech II	107	$ 18.62	$ 29.51	14	$ 10.89	58%
Lift Maintenance Tech III	109	$ 21.74	$ 33.64	16	$ 11.90	55%

Presented by: The Manager
Introduced: September 22, 2025
Drafted by: Finance

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 4029

A Resolution Deappropriating $540,348 from the Eaglecrest Fiscal Year 2026 Operating Budget.

WHEREAS, under Article IX of the Home Rule Charter of the City and Borough of Juneau, the Assembly by resolution may reduce any appropriation, except for debt service or for cash deficit, provided that no appropriation may be reduced by more than the amount of the unencumbered balance; and

WHEREAS, on August 26, 2025 and September 3, 2025, the Eaglecrest Board of Directors and Assembly Finance Committee, respectively, approved converting Eaglecrest positions to the CBJ classification and compensation plan; and

WHEREAS, Ordinance 2025-01(b) appropriated $3,838,400 for Eaglecrest fiscal year 2026 personnel services costs, which included a forty-percent increase to address Eaglecrest's wage scale and recruitment and retention challenges; and

WHEREAS, the conversion to the CBJ classification and compensation plan is estimated to cost $540,348 less than the adopted fiscal year 2026 Eaglecrest personnel services budget.

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

Section 1. Deappropriation. There is deappropriated from the Manager the sum of $540,348 from the Eaglecrest fiscal year 2026 operating budget.

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

Adopted this ________ day of ____________, 2025.

____
Beth A. Weldon, Mayor

Attest:

____
Breckan L. Hendricks, Municipal Clerk

Department of Human Resources / Risk Management
155 Heritage Way, Juneau, AK 99801
907-586-5250 <phone> 907-586-5392 <fax>
Email: Dallas.Hargrave@juneau.org

MEMORANDUM

Date: August 27, 2025

To: Assembly Finance Committee

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Consideration of Draft Resolution 4028: Changes to CBJ Personnel Rules and Conversion of Eaglecrest to the CBJ Classification and Compensation plan

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Last month, the Finance Director and Human Resources and Risk Management Director presented to the Assembly Finance Committee information related to Eaglecrest converting to the CBJ classification and compensation plan. Since that time, the Finance and HR staff have attended two Eaglecrest Board Human Resources Committee meetings and meeting of the full Eaglecrest Board. Coming out of those meetings, the Eaglecrest Board has recommended that Eaglecrest convert to the CBJ play plan.

Attached is a draft resolution for the Assembly Finance Committee to consider that would incorporate the Eaglecrest changes to the CBJ Personnel Rules and approve the terms of converting current Eaglecrest employees to the CBJ pay plan, in addition to updating the CBJ Personnel Rules in other areas to reflect modern practices.

<u>Summary of Proposed Changes to the CBJ Personnel Rules</u>

The table below provides a brief description of each proposed change to the Personne Rules, in the order in which the changes are presented:

2 PR 005	Change “Bartlett Memorial Hospital” to “Bartlett Regional Hospital”.
2 PR 015	Updated regarding posting job openings to reflect the current practice of posting vacancy announcements online.
2 PR 030	Updated to refer to current practice of department notifying applicants for vacancies of the disposition of their application in 4 PR 025.
3 PR 005	Updated to reflect current online application process.
3 PR 030	Updated to refer to current practice of department notifying applicants for vacancies of the disposition of their application in 4 PR 025.
7 PR 025	Updated to reflect that Eaglecrest employees who are eligible for holidays will observe the same holidays as CBJ employees.
7 PR 026	Updated to reflect that Eaglecrest employees who are eligible for holidays will observe the same holidays as CBJ employees.
7 PR 030	Updated language to reflect that CBJ currently observes 13 holidays, with the addition of Juneteenth.
7 PR 035	Added language to reflect that a department director, in a department that could utilize shift trades for those working in shifts in positions not coved by a collective bargaining agreement, may draft a shift trade policy for approval by HRRM Director.

10 PR 025	Incorporated the language from Rule 19 for Eaglecrest to apply to all CBJ employees. The practical impact of this change is that if a CBJ employee is paid at a wage below the State of Alaska minimum wage, they will be moved to the next step on the pay schedule that would allow them to be paid above the minimum wage.
10 PR 045	Added language clarify current practice that when an employee is in a position that is reallocated to a higher pay range, a permanent employee would not serve a new probationary period at the new range.
10 PR 080	Removed language that has not been relevant since 2012.
10 PR 105	Updated language to remove pager reference and replace with cell phone.
11 PR 012	Cleaned up language in PR to make better sense.
14 PR 020	Clarified that final paycheck is sent within three business days. Added language to indicate that if a position is being eliminated due to the loss of grant funding, the employee occupying that position is the employee subject to layoff.
14 PR 035	Removed language that is not relevant with the posting of vacancies online.
16 PR 040	Removed numbers associated with CBJ policies, as they have been updated and may be updated again in the future with different numbers.
18 PR 035	Clarified current practice that tool allowance is paid in paycheck, not separate check. Removed tool allowance for outdated Eaglecrest job classification. Also not relevant because Eaglecrest provides tools and doesn't expect employees to bring their own.
18 PR 045	Updated to reference current travel policy.
18 PR 070	Updated sign-on bonus language to apply to returning seasonal CBJ and Eaglecrest employees in addition to new employees.
19 PR 005	Removed Eaglecrest language.
19 PR 010	Removed Eaglecrest language. 10 PR 010 would apply.
19 PR 015	Removed Eaglecrest language. 10 PR 015 would apply.
19 PR 025	Removed Eaglecrest language. 10 PR 025 would apply.
19 PR 030	Removed Eaglecrest language. 10 PR 030 would apply.
19 PR 035	Removed Eaglecrest language. 10 PR 035 would apply.
19 PR 040	Removed Eaglecrest language. 10 PR 040 would apply.
19 PR 045	Removed Eaglecrest language. 10 PR 045 would apply.
19 PR 050	Removed Eaglecrest language. 10 PR 050 would apply.
19 PR 051	Removed Eaglecrest language. 10 PR 051 would apply.
19 PR 055	Removed Eaglecrest language. 10 PR 055 would apply.
19 PR 060	Removed Eaglecrest language. 10 PR 060 would apply.
19 PR 065	Removed Eaglecrest language. 10 PR 065 would apply.
19 PR 070	Removed Eaglecrest language. 10 PR 070 would apply.
19 PR 075	Removed Eaglecrest language. Eaglecrest would no longer have proficiency steps and employees would follow the movement through pay steps in 10 PR.
19 PR 080	Removed Eaglecrest language. 10 PR 075 would apply.
19 PR 085	Removed Eaglecrest language. 10 PR 080 would apply.
19 PR 086	Removed Eaglecrest language. Step increases for Instructor Certification will no longer exist. This is accounted for in the range allocation in the conversion to the CBJ pay plan.
19 PR 090	Removed Eaglecrest language. 10 PR 090 would apply.
19 PR 095	Removed Eaglecrest language. Eaglecrest could utilize bonus and award programs in 18 PR 050 and 18 PR 070.
19 PR 100	Removed Eaglecrest language. 10 PR 098 would apply.
19 PR 105	Removed Eaglecrest language. 10 PR 120 would apply.
19 PR 110	Removed Eaglecrest language. 10 PR 125 would apply.
19 PR 115	Removed Eaglecrest language. 10 PR 130 would apply.

19 PR 120	Removed Eaglecrest language. 10 PR 135 would apply.
19 PR 125	Removed Eaglecrest language. 10 PR 140 would apply.
19 PR 130	Removed Eaglecrest language. 10 PR 145 would apply.
19 PR 133	Removed Eaglecrest language. Instructor pay will no longer exist. This is accounted for in the range allocation in the conversion to the CBJ pay plan.
19 PR 135	Removed Eaglecrest language. 10 PR 150 would apply.
20 PR 005	Updated definition of “uniformed services” to align with current laws.

Conversion of Current Eaglecrest Employees to the CBJ Pay Plan

If the Assembly is interested in converting Eaglecrest to the CBJ pay plan, then conversion rules to move current employees from the range and step on the Eaglecrest pay schedule to the range and step on the CBJ pay schedule would need to be implemented. Human Resources and Finance staff presented options to the Eaglecrest Board, and the Board of Directors recommended the following conversion factors.

1. The employee’s hourly rate will be identified. Current employees will be placed in the new salary range at a step that provides for an hourly rate that most closely matches the employee’s current hourly rate without going below the current rate of pay. This will be referred to as the baseline conversion rate.
2. Employees who have a CBJ hire date of January 1, 2013, or earlier, will have three additional steps added to their baseline conversion rate.
3. Employees who have a CBJ hire date between January 2, 2013, and December 31, 2014, will have two additional steps added to their baseline conversion rate.
4. Employees who have a CBJ hire date on or after January 1, 2015, will be placed at the step determined to be their baseline conversion rate.
5. If after these rules have been applied, if an employee will receive less than a 3% increase, then one additional step will be added to their baseline conversion rate.

Implementation of these conversion factors accomplishes a number of things:

1. No Eaglecrest employee will experience less than a 3% pay increase in the conversion to the CBJ pay schedule.
2. Provides some of the largest pay increases to employees in some of the most difficult to fill positions, which could strategically improve retention rates.
3. Recognizes longevity with the organization with the opportunity to earn additional steps.
4. Attempts to provide fair rates of pay in the conversion to the new pay schedule, while being mindful of the need for long term fiscal sustainability.

Recommended Action

If the Assembly Finance Committee is supportive of the decisions made by the Eaglecrest Board of Directors regarding the conversion to the CBJ pay plan and the other draft changes to the CBJ Personnel Rules, then it is recommended that the AFC pass a motion recommending the terms of the draft resolution be placed on the consent agenda for the September 22, 2025 Assembly meeting for full Assembly consideration.

Presented by: The Manager
Presented: 09/22/2025
Drafted by: Human Resources

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 4028

A Resolution Amending the City and Borough of Juneau Personnel Rules to Convert Eaglecrest Employees to the City and Borough of Juneau Classification and Compensation System.

WHEREAS, the Assembly has adopted personnel rules in accordance with CBJC 44.05.050; and

WHEREAS, the personnel rules apply to non-represented employees of the City and Borough of Juneau and to represented employees when the collective bargaining agreement does not apply; and

WHEREAS, the personnel rules occasionally should be updated to reflect modern human resources practices or to address recruitment and retention needs; and

WHEREAS, the Eaglecrest Board of Directors has considered and approved changes to the personnel rules that would convert Eaglecrest employees to the City and Borough of Juneau classification and compensation system; and

WHEREAS, the Eaglecrest Board of Directors has considered and approved parameters to convert current Eaglecrest employees to the City and Borough of Juneau pay plan; and

WHEREAS, the Assembly has approved additional funding for Eaglecrest to address employee compensation; and

WHEREAS, the personnel rules should occasionally be updated to implement changes related to modern human resources practices; and

WHEREAS, the personnel rules are being amended to make the changes necessary to convert the Eaglecrest employees to the City and Borough of Juneau pay plan and other updates to modernize the rules.

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 and hereby modifies the Personnel Rules to reflect the language changes in the attached.

Section 2. The Assembly of the City and Borough of Juneau approves the attached rules to convert current Eaglecrest employees to the City and Borough of Juneau pay plan.

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

Adopted this _______ day of _______________________, 2025.

____
Beth A. Weldon, Mayor

Attest:

____
Breckan L. Hendricks, Municipal Clerk

RULE 1
POSITION CLASSIFICATION

Section

1 PR 005. Classification Plan.

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

1 PR 010. Classification Specifications.

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

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

1 PR 015. Use of Classification Titles.

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

1 PR 020. Allocation of Positions.

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

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

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

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

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

1 PR 025. Effective Date of Allocation Action.

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

RULE 2
RECRUITMENT

2 PR 005. General.

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

2 PR 010. Announcements.

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

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

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

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

2 PR 015. Announcement Distribution.

(a) The Human Resources and Risk Management Director shall ~~distribute~~ post Job Announcements ~~to all departments for posting~~online.

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

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

2 PR 020. Recruitment Outside of Juneau.

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

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

2 PR 025. Applications.

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

2 PR 030. Notice to Applicants.

~~The Human Resources and Risk Management Director shall notify each applicant in writing of the status of the application within ten days of the closing period.~~Notice to applicants shall be done in accordance with 4 PR 025. *(Res. No. 2370, 2006)*

RULE 3
EXAMINATION

Section

3 PR 005. General.

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

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

3 PR 010. Examination Methods.

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

3 PR 015. Medical Examination.

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

3 PR 020. Disqualification of Applicants.

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

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

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

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

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

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

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

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

3 PR 025. Criminal Convictions.

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

(b) The Human Resources and Risk Management Director shall review the applications of applicants convicted of crimes and may disqualify the applicant if the offense for which the applicant was convicted directly relates to the ability to discharge the duties and responsibilities of the position.

(c) In making the determination of whether an applicant should be disqualified, the Human Resources and Risk Management Director shall consider: the nature and seriousness of the offense; the position for which the applicant is applying and the requirements of the position; the circumstances under which the offense occurred; the amount of time that has passed since commission of the offense; the age of the applicant at the time the offense was committed; whether the offense was an isolated or repeated violation; and, any aggravating, mitigating, or other facts or circumstances that might have a bearing on the suitability of the applicant for employment in the position sought. *(Res. No. 2370, 2006; 2740, 2016)*

3 PR 030. Notice of Examination Results.

~~Within 10 days of the determination the department director shall provide written notice to all disqualified applicants including written notice of examination results to all eligible applicants.~~Notice of examination results shall be provided in accordance with 4 PR 025. *(Res. No. 2370, 2006)*

3 PR 035. Confidential Information.

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

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

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

3 PR 040. Retention of Records.

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

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

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

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

RULE 4
SELECTION

Section

(Res. No. 2370, 2006)

4 PR 005. General.

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

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

4 PR 006. Preferential Appointment Rights.

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

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

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

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

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

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

(1) The employee is pregnant or has a temporary disability;

(2) The employee requests appointment to the position;

(3) The employee is qualified for transfer or demotion into the position;

(4) The duties of the vacant position are less strenuous or less hazardous than those of the employee's current position.

(5) An employee voluntarily transferred or demoted because of pregnancy or temporary disability shall return to the position previously held at such time as the employee's condition permits, provided that service in the alternate position does not exceed 18 weeks. *(Res. No. 2370, 2006)*

4 PR 008. Preferential Rights Due to Layoff.

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

4 PR 009. Preferential Rights due to ADA Reassignment.

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

4 PR 010. Nonpreferential Appointment Rights without Public Announcement.

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

(1) The employee is eligible for a transfer under 5 PR 035;

(2) The employee is eligible for a demotion under 05 PR 050;

(3) The employee is eligible for reemployment under 5 PR 060; or

(4) The employee is eligible for reemployment under the injured employee provisions of 4 PR 011. *(Res. No. 2370, 2006)*

4 PR 011. Nonpreferential Appointment Rights of Injured Employees.

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

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

(A) A completed CBJ employment application,

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

(C) Any other material that the Human Resources and Risk Management Director may require to evaluate the request for nonpreferential placement.

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

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

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

4 PR 015. Eligible Lists.

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

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

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

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

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

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

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

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

(2) Refusal to accept appointment;

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

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

(5) Documented misconduct or less than fully acceptable performance for current employees during the period of time between eligibility determination and appointment.

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

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

(2) The candidate refused appointment. *(Res. No. 2370, 2006; 3000, 2022)*

4 PR 020. Local Hire Preference.

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

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

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

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

4 PR 021. Veteran's Preference.

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

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

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

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

4 PR 025. Notice to Applicants.

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

4 PR 030. Applicant Appeal Process

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

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

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

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

RULE 5
APPOINTMENTS

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

5 PR 005. General.

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

5 PR 010. Emergency Appointments.

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

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

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

5 PR 015. Temporary Appointments.

(a) Short Term Temporary appointments are used to substitute for employees on leave, to meet temporary increases in work, unanticipated staff shortages, or to obtain short term services until a permanent appointment can be made. Short Term Temporary appointments may not exceed 20 calendar weeks, unless significant unforeseen circumstances arise. Any extension of a Short Term Temporary appointment must be approved by the Human Resources and Risk Management Director. Short Term Temporary employees are not eligible for health or life insurance, leave or holiday pay and may be separated from employment with no notice and without cause.

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

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

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

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

Internship temporary employees are not eligible for health or life insurance, leave or holiday pay and may be separated from employment with no notice and without cause. *(Res. No. 2370, 2006; 2422(c), 2007; 2500, 2009; 2582, 2011; 2740, 2016)*

5 PR 018. Locum Tenens Appointments.

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

5 PR 020. Permanent/Probationary Appointments.

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

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

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

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

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

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

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

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

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

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

Seasonal part-time employees receive the rights and benefits outlined in these personnel rules unless such rules are superseded by a collective bargaining agreement. *(Res. No. 1866, 1997; 2282, 2004; 2370, 2006)*

5 PR 021. Eaglecrest Appointments.

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

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

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

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

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

5 PR 022. Impact of the Affordable Care Act on Eligibility for Health Insurance Benefits.

Regardless of assigned position status type, an employee may qualify for health insurance coverage if the employee otherwise qualifies under the hours threshold of the Affordable Care Act. *(Res. No. 2740, 2016)*

5 PR 025. Acting in a Higher Range Appointment.

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

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

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

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

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

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

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

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

5 PR 030. Subfill Appointments.

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

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

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

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

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

5 PR 035. Appointment by Transfer.

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

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

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

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

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

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

5 PR 045. Partially Exempt Appointments.

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

5 PR 050. Appointment by Demotion.

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

5 PR 055. Appointment by Promotion

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

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

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

5 PR 060. Eligibility for Non-Competitive Selection.

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

(b) To be eligible for non-competitive selection the former employee must meet the current minimum qualifications of the classification.

(c) The name of a former employee eligible for non-competitive selection may be placed on the eligible list for that classification as an unranked additional eligible candidate without examination. At the discretion of the department director the former employee may be appointed prior to ranked candidates on the eligible list.

(d) All non-competitive selection appointments of former permanent employees to a permanent position will require a new probationary period.

(e) A former temporary employee may only be appointed under this rule as a temporary.
(Res. No. 2370, 2006; 2740, 2016)

RULE 6
PROBATIONARY PERIODS

Sections

6 PR 005. Purpose.

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

6 PR 010. Duration.

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

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

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

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

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

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

6 PR 011. Examination during Probationary Period.

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

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

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

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

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

6 PR 015. Change in Classification.

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

6 PR 020. Separation during Probationary Period.

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

6 PR 025. Prior Permanent Status.

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

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

6 PR 030. Permanent Appointment.

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

(b) A probationary appointment becomes permanent on the first day of the pay period following the completion of the employee's probationary period unless the department director takes action to separate, reassign, or extend the probationary period of the employee in accordance with 6 PR 010(d). *(Res. No. 2370, 2006; 2740, 2016)*

RULE 7
HOURS OF WORK AND HOLIDAYS

(Res. No. 2476, 2009)

7 PR 005. Scheduling Hours of Work.

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

7 PR 010. Minimum Work Week.

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

7 PR 015. Normal Work Week.

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

7 PR 020. Normal Work Day.

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

7 PR 021. Employee Furlough.

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

7 PR 025. City and Borough Holidays.

(a) The following days are observed as holidays:

(1) the first of January, known as New Year's Day
(2) the third Monday in January, known as Martin Luther King Jr.'s Birthday
(3) the third Monday in February, known as President's Day
(4) the last Monday in March, known as Seward's Day
(5) the last Monday in May, known as Memorial Day
(6) the 19th of June, known as Juneteenth
(7) the fourth of July, known as Independence Day
(8) the first Monday in September, known as Labor Day
(9) the 18th of October, known as Alaska Day
(10) the 11th of November, known as Veteran's Day
(11) the fourth Thursday in November, known as Thanksgiving
(12) the day after Thanksgiving.
(13) the 25th day of December, known as Christmas
(14) every day designated as a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.

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

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

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

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

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

~~(g) Employees of Eaglecrest are not subject to the provisions of 7 PR 025. *(Res. No. 2282, 2004; 2370, 2006; 2422(c), 2007; 2649, 2013; 4018, 2025)*~~

7 PR 026. Eaglecrest Holidays.

~~(a) Employees of the Eaglecrest shall observe the following holidays:~~ (a) Eligible employees of Eaglecrest shall observe the holidays outlined in 7 PR 025(a)

~~(1) the last Monday in May, known as Memorial Day~~
~~(2) the 19th of June, known as Juneteenth~~
~~(3) the fourth of July, known as Independence Day~~
~~(4) the first Monday in September, known as Labor Day~~
~~(5) the 18th of October, known as Alaska Day~~
~~(6) the 11th of November, known as Veteran's Day~~
~~(7) the fourth Thursday in November, known as Thanksgiving~~

(b) Eaglecrest limited positions are not eligible for holiday pay or for premium pay associated with working on a holiday.

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

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

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

(f) If a holiday falls on a permanent / probationary or long term temporary employee's day off, an alternate day within the week preceding or following the holiday as designated by the department director is the employee's holiday. If circumstances in the department exist such that an alternate day is not available, the employee may either bank the holiday pay or have it paid out. *(Res. No. 2370, 2006; 2422(c), 2007; 2740, 2016; 4018, 2025)*

7 PR 030. Alternate Leave.

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

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

7 PR 035 Shift Trades

A department director may establish a voluntary shift trade policy for employees who work shifts and are not subject to a collective bargaining agreement. The policy must be approved by the Human Resources and Risk Management Director.

RULE 8
PERFORMANCE EVALUATIONS

Section
005. Basis
010. Frequency and Standards
015. Discussion
020. Rebuttal
025. Performance Improvement Plans
(Res. No. 2106; 2001; 2459; 2009)

8 PR 005. Basis.

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

8 PR 010. Frequency and Standards.

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

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

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

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

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

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

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

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

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

8 PR 015. Discussion.

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

8 PR 020. Rebuttal.

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

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

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

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

8 PR 025. Performance Improvement Plans.

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

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

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

RULE 9
TRAINING

9 PR 005. General.

The Human Resources and Risk Management Director will assist department directors in the establishment of new employee orientation and in-service training programs. *(Res. No. 2370, 2006; 2740, 2016)*

9 PR 010. Priorities.

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

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

9 PR 015. Intern and Apprenticeship Programs.

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

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

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

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

9 PR 020. Training Reimbursement.

(a) Department Required Training. This section applies to training which is at the department's direction and is intended to provide the employee with additional skills and knowledge to maintain or improve performance in the employee's current position

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

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

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

(1) Costs paid for by the employer may include registration, tuition or other course fees. The employee will pay for textbooks and other materials that remain the property of the employee.

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

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

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

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

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

(D) The written authorization of the City Manager.

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

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

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

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

9 PR 025. Training Reimbursement Schedule.

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

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

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

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

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

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

9 PR 030. Licenses and Certifications.

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

RULE 10
PAY

Section

145. Holiday Pay
150. Total Remuneration
(Res. No. 2370, 2006; 2422(c), 2007)

10 PR 005. Scope.

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

10 PR 010. General.

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

10 PR 015. Basis of Pay.

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

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

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

10 PR 025. Beginning Pay.

Except as provided in 10 PR 030 (advanced step placement), 10 PR 035 (former employee), 10 PR 040 (promoted employee), 10 PR 050 (involuntary demotion), 10 PR 051 (ADA Reassignment) or 10 PR 055 (voluntary demotion), the beginning pay of a newly appointed employee is step 1 of the pay range of that classification. An employee shall never be paid at a rate of pay below the minimum wage identified in Alaska Statute. *(Res. No. 2370, 2006; 2422(c), 2007; 2649, 2013)*

10 PR 030. Advanced Step Placement.

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

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

10 PR 035. Former Employee.

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

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

10 PR 040. Promoted Employee.

(a) A promoted employee shall be provided a two step increase in the range of the classification from which promoted, or placed at Step 1 in the new range, whichever is greater. If the monetary equivalent of a two step increase places an employee between steps in the new range, the employee shall be placed at the higher step. The City Manager may authorize additional step placement if there are exceptional circumstances.

(b) The merit anniversary of a promoted employee is the first day of the regular pay period following the completion of the probationary period. *(Res. No. 2370, 2006; 2740, 2016; 2863, 2019)*

10 PR 045. Pay Range Increase.

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

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

10 PR 050. Involuntary Demotion.

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

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

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

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

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

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

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

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

10 PR 051. ADA Reassignment.

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

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

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

10 PR 055. Voluntary Demotion.

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

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

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

10 PR 060. Transferred Employee.

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

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

10 PR 065. Change of Occupation.

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

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

10 PR 070. Appointment Effective Date.

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

10 PR 075. Merit Anniversary Date.

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

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

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

10 PR 080. Merit Increase.

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

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

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

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

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

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

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

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

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

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

10 PR 085. Merit Increase Not Earned.

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

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

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

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

10 PR 090. Step Reduction.

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

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

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

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

10 PR 095. Increased Responsibilities Differential.

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

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

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

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

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

10 PR 097. Temporary Supervision Pay.

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

10 PR 098. Acting in a Higher Range Pay.

(a) Regular Compensation for Acting in a Higher Range

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

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

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

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

10 PR 100. Shift Differentials.

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

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

(b) Hours worked between midnight and 8:00 a.m. will be paid at shift differential "B". The hourly premium pay rate associated with shift differential provided in 18 PR 015.

(c) An hourly employee working at the Fire Department who is assigned to a 56 hour shift under the FLSA 7(k) exemption is not eligible for shift differential pay. *(Res. No. 1875, 1997; 2370, 2006; 2831, 2018*)

10 PR 105. Standby Pay.

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

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

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

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

(e) Standby pay is available only to an employee paid an hourly rate and who regularly works 37.5 hours or more per week.

(f) An hourly employee working at the Fire Department who is assigned to a 56 hour shift under the FLSA 7(k) exemption is not eligible for Standby Pay. *(Res. No. 1875, 1997; 2831, 2018)*

10 PR 110. Call Out.

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

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

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

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

10 PR 115. Sixth and Seventh Day.

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

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

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

10 PR 120. Overtime Defined.

(a) Except as otherwise provided, all work in excess of 40 hours in a week, excluding those hours already paid at the overtime rate, is paid at the overtime rate.

(b) The employer may establish an alternative overtime threshold for fire protection and law enforcement employees under the 7(k) exemption of the Fair Labor Standards Act. Employees subject to the alternative overtime threshold will be notified.

(c) The overtime rate of pay is time and one-half (1 ½) an employee's regular hourly rate of pay.

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

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

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

(g) If an operational exigency causes an employee to work for a period of time such that the employee is unable to achieve sufficient rest before the start of a scheduled shift, a department director is authorized to grant the employee up to eight hours of administrative leave so that the employee receives sufficient rest before reporting to work. A new workday or new work week shall not cause an employee who has not had a sufficient rest period to lose overtime eligibility. "Sufficient rest" is generally defined as 8 hours away from work. *(Res. No. 2342, 2005; 2370, 2006; 2476, 2009; 2797, 2017)*

10 PR 125. Overtime Rate.

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

10 PR 130. Overtime Payment.

(a) Overtime is paid as wages or as compensatory time.

(b) An employee may request that overtime be credited as compensatory time.

(c) The department director must determine that the crediting or use of compensatory time will not result in any increased costs or scheduling hardships prior to authorizing the crediting or use of compensatory time.

10 PR 135. Maximum Compensatory Time.

(a) An employee's compensatory time balance may not exceed 100 hours on the first day of any pay period. All excess hours are to be paid as wages.

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

(c) Compensatory time may not be taken in the same pay period that it is earned. The Department Director can authorize such use under extenuating circumstances. *(Res. No. 1875, 1997; 2069, 2001; 2370, 2006; 2582, 2011)*

10 PR 140. Compensatory Time Payment.

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

10 PR 145. Holiday Pay.

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

(1) Employees with a regular work schedule of 37.5 hours per week receive 7.5 hours pay for each holiday.

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

(3) Employees with a regular work schedule of less than 37.5 hours per week 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. *(Res. No. 2282, 2004; 2370, 2006; 2622, 2012; 2831, 2018)*

10 PR 150. Total Remuneration.

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

RULE 11
LEAVE

Section

130. Parent-Teacher Conference Leave
135. Paid Parental Leave
(Res. No. 2069, 2001; 2370, 2006; 2422(c), 2007; 2476, 2009; 2618, 2012; 3029(am), 2023)

11 PR 005. Scope.

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

11 PR 010. Accrual Rates.

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

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

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

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

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

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

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

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

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

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

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

(5) 11.1 hours for each full biweekly pay period of work for employees with ten years or more of service.

(c) Full time employees who are paid a salary accrue personal leave at the rate of:

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

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

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

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

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

(d) Leave accrual for part-time employees and other employees not assigned to a 37.5 hour work week is prorated according to a schedule established by the Human Resources and Risk Management Director.

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

(f) Reserved.

(g) If a former employee who left in good standing returns to CBJ service within 10 years of separation, the employee shall be placed at the level of leave accrual formerly held. A former employee of the Juneau School District or Bartlett Regional Hospital who left in good standing and begins employment at CBJ within ten (10) years of separation shall have verifiable service time with the Juneau School District or Bartlett Regional Hospital be considered as if CBJ service time for the purposes of establishing their leave accrual rate at the CBJ upon commencement of employment.

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

(i) Reserved. *(Res. No. 1875, 1997; 2370, 2006; 2422(c), 2007; 2618, 2012; 4018, 2025)*

11 PR 012. Personal Leave Cash-in.

(a) An employee may cash in personal leave if the following requirements are met:

1) the employee's leave balance after the cash-in is not less than 21 days; and

2) 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~~d~~) Administration.

(1) Application for personal leave cash-in shall be made in writing to the Payroll ~~Supervisor~~Office.

(2) Leave cash-in will be included in the employee's next 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 (b~~a~~) shall be proportionately reduced for an employee assigned to work less than a full time schedule.

(5) The personal leave cash-in does not count toward minimum leave use requirements.

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

(f) Notwithstanding the provisions of 11 PR012 (a), an employee may cash in an unlimited amount of accrued personal leave. *(Res. No. 2016, 2000; 2223, 2003; 2370, 2006; 2476, 2009; 4018, 2025)*

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

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

11 PR 020. Accrual During Unauthorized Leave.

Leave is not accrued for any pay period during which an employee is absent without approved leave or due to disciplinary leave. *(Res. No. 2370, 2006; 2740, 2016)*

11 PR 025. Leave Anniversary.

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

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

11 PR 030. Minimum Leave Use.

(a) An employee must use not less than one-third of personal leave accrued by December 31st. Leave cashed in or donated shall not count as use for purposes of this rule.

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

(c) Minimum leave not used will be deducted from the employee's leave balance on January 1st. An employee may not receive any credit or compensation for deducted leave. *(Res. No. 2069, 2001; 2370, 2006; 2618, 2012; 2831, 2018)*

11 PR 035. Maximum Leave Carry-over.

(a) Accrued personal leave may not exceed 150 days on January 1, except with the written authorization of the City Manager. Leave in excess of 150 days on January 1 will be paid out to the employee.

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

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

(2) Granting carry-over of leave may not cause any hardship to the CBJ beyond the benefit to be gained by granting such leave carry-over. *(Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006; 2422(c), 2007; 2618, 2012; 2831, 2018)*

11 PR 040. Use of Personal Leave.

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

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

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

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

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

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

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

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

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

11 PR 045. Direction to Take Leave

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

11 PR 050. Bereavement Leave.

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

11 PR 055. Banked Medical Leave.

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

(1) The employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties.

(2) The illness or disability of a member of the employee's immediate family requires the attendance of the employee.

(3) The employee has an FMLA qualifying condition and must take time off work for that condition.

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

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

(b) Banked medical leave cannot be cashed in when an employee separates from CBJ service. Employees who are reemployed with the CBJ to a position that accrues leave within three calendar years of separation, and who had banked medical leave upon separation, shall have their medical leave bank restored. *(Res. No. 1875, 1997; 2223, 2003; 2370, 2006; 2618, 2012; 3000, 2022)*

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

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

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

11 PR 065. Leave Without Pay.

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

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

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

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

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

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

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

11 PR 067. Family/Medical Leave.

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

11 PR 070. Cancellation of Leave.

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

11 PR 075. Effect of Leave Without Pay.

During each pay period an employee uses leave without pay, the employee accrues leave and other benefits on the same prorated basis as a part-time employee. Employer provided contributions to the employee's health insurance coverage may also be impacted as provided in 17 PR 015. *(Res. No. 2740, 2016)*

11 PR 080. Adjustment of Anniversary Dates.

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

11 PR 081. Employee Furloughs.

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

11 PR 085. Court Leave.

(a) An employee called to serve as a juror or subpoenaed as a witness to testify concerning matters within the scope of employment or incidents observed while on duty may receive court leave.

(b) An employee required on his or her regularly scheduled workday to serve as a juror or witness shall be paid his or her regular wage for the time spent in court or the length of the shift, whichever is less. The employee shall remit to CBJ all juror or witness fees for such service.

(c) Court leave must be supported by written documents such as a subpoena or court clerk's statement of attendance. *(Res. No. 2069, 2001)*

11 PR 090. Military Leave Without Pay.

An employee is entitled to leave without pay to serve on active duty in the United States uniformed services and is entitled to the reemployment benefits granted under the Uniformed Services Employment Reemployment Rights Act (USERRA). *(Res. No. 2370, 2006)*

11 PR 095. Military Leave with Pay.

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

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

11 PR 100. Emergency Service Leave.

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

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

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

11 PR 110. Donation of Leave.

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

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

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

(A) Authorized Family Medical Leave or Family Medical Leave qualifying event,

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

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

(D) Other circumstances approved by the City Manager.

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

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

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

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

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

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

(f) Notwithstanding the provisions of (a) above, an employee who holds more than one leave accruing position may donate leave to themselves for periods of approved leave when leave accrued in one leave accruing assignment is needed to prevent the employee from going into a period of leave without pay in another leave accruing assignment. In such cases, leave donated from one position to the other will be credited on the same basis as if the employee was donating leave to another employee as provided in (e) above. *(Res. No. 2004, 1999; 2370, 2006; 2618, 2012; 2740, 2016)*

11 PR 115. Seasonal Leave.

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

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

11 PR 120. Medical Leave on Separation.

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

11 PR 125. Personal Leave on Separation.

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

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

11 PR 130. Parent-Teacher Conference Leave.

A parent or guardian of a student enrolled in a school or a licensed day care facility within the city and borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same employee for conferences regarding the same child. A supervisor may grant parent-teacher conference leave only in advance upon presentation by the employee of written verification of the date and time of the conference and a written finding by the supervisor that the leave can be accommodated without imposing added cost or inefficiencies in the work place. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave. *(Res. No. 1835, 1996)*

11 PR 135. Paid Parental Leave.

(a) The CBJ shall provide up to six (6) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption, foster care, or legal guardianship. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

(b) Eligibility for paid parental leave shall be the same as the eligibility criteria articulated in CBJ Family/Medical Leave Administrative Policy 19-01, or the successor policy(ies). Paid parental leave will run concurrently with FMLA/AFLA leave use.

(c) Six (6) weeks of paid parental leave is provided in addition to accrued personal leave. Personal leave will continue to accrue during the period of paid parental leave, and an employee may not use personal leave concurrently with paid parental leave.

(d) Employees must work in a benefitted position to be eligible for paid parental leave. The paid parental leave benefit will be reduced on a pro-rated basis for an employee in a part time benefitted position.

(e) Eligible employees will receive a maximum of six (6) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the six-week total amount of paid parental leave granted for that event.

Additionally, in no case will an employee receive more than six (6) weeks of paid parental leave in a rolling, 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12-month timeframe. If both parents and/or legal guardians are CBJ employees who meet the eligibility criteria, one employee shall be identified as the designated employee to take parental leave by the employees and only that designated employee shall be eligible for paid parental leave under this rule. If the impacted employees are unable to agree on the designated employee, then the paid parental leave shall be split evenly between the two eligible employees.

(f) Each week of paid parental leave is compensated at the employee's regular, straight-time weekly pay or equivalent weekly salary and will be paid on the biweekly pay schedule.

(g) Employees must take paid parental leave in one continuous period of leave for the employee's entire work schedule. Intermittent paid parental leave is not permitted. Approved paid parental leave may be taken at any time during the six-month period immediately following the qualifying event and may not be used or extended beyond this six-month timeframe. Paid parental leave has no cash value and unused paid parental leave will be forfeited at the end of the six-month timeframe. Upon termination of employment with the CBJ, the employee will not be paid for any unused paid parental leave for which the employee was eligible.

An employee shall request paid parental leave on a CBJ-provided form. *(Res. No. 3029(am), 2023)*

RULE 12
RESIGNATION, NONDISCIPLINARY SEPARATION AND VOLUNTARY DEMOTION

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

12 PR 005. Resignation.

(a) To resign in good standing an employee must have acceptable or better performance, comply with all exit requirements, and provide proper written notice.

(b) An employee's performance shall be considered acceptable or better if

(1) A permanent or partially exempt employee's last performance evaluation of record indicates an overall performance rating of "acceptable" or better, or

(2) A probationary employee's progress on his or her training plan was satisfactory.

(c) An employee shall be considered to have complied with exit requirements provided the employee returns all of the CBJ's property prior to separation.

(d) Proper written notice must be provided to the department director in advance of separation from service according to the following provisions:

(1) Written notice must be given at least 2 weeks prior to the effective date for employees assigned to pay ranges 13 and below or the equivalent hourly pay amount as shown on the general pay schedule.

(2) Written notice must be given at least 4 weeks prior to the effective date for all other employees.

(3) A resignation must contain:

(i) The date it is written;

(ii) An unequivocal statement that the employee is separating from employment;

(iii) An effective date which is the employee's last day of work; and

(iv) The employee's signature.

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

(f) An employee who does not resign in good standing shall not be eligible for non-competitive selection under the provisions of 5 PR 060. *(Res. No. 2370, 2006; 2649, 2013; 2740, 2016)*

12 PR 010. Withdrawal or Amendment of Resignation.

(a) An employee, with the approval of the department director, may withdraw a resignation at any time prior to the selection of a replacement employee.

(b) An employee, with the approval of the department director, may change the effective date of a resignation.

12 PR 012. Non-disciplinary Separation.

(a) A department director may order non-disciplinary separation of an employee if the employee:

(1) Does not request, is denied, is ineligible for, or exhausts all available leave and fails to appear for work;

(2) Fails to respond to a notice requiring an indication of an intention to return to work;

(3) Becomes unqualified for or is unable to perform one or more essential functions of the position; or

(4) Has completed temporary or emergency service. *(Res. No. 1900, 1997; 2370, 2006)*

12 PR 015. Voluntary Demotion.

(a) A permanent or probationary employee may request a voluntary demotion.

(b) The request must be presented to the department director in writing. The decision to authorize a voluntary demotion is at the discretion of the department director.

(c) A demoted probationary employee will complete the remainder of the original probationary period in the lower classification unless the probationary service exceeds the normal probationary period for the lower classification. If the probationary service exceeds the normal probationary period for the lower classification the employee must serve an additional month of probation. *(Res. No. 2370, 2006)*

12 PR 020. Eligibility to be Considered for Future Employment.

(a) An employee who separates from service is eligible to be considered for future employment with the City and Borough unless otherwise specified.

(b) An employee who voluntarily or involuntarily separates from service with less than fully Acceptable job performance shall not be considered for future employment in the same job class or in a closely related occupational area, unless the individual can demonstrate that he or she has satisfactorily performed similar work at a fully Acceptable level for another employer for a minimum of two years.

(c) An employee who voluntarily or involuntarily separates from service with less than fully Acceptable work habits or other job related attributes shall not be eligible to be considered for future employment with the City and Borough unless the individual can demonstrate that he or she has worked for another employer(s) for a minimum of two years. The subsequent employer(s) must verify that the undesirable work habit or job related attribute has been corrected.

(d) An employee who is separated from service under the provisions of 13 PR 035 for misconduct will not be eligible to be considered for future employment with the City and Borough.

(e) An employee who resigns in lieu of dismissal or during the course of an investigation into an allegation of employee misconduct that, if proven true, would lead to dismissal, will not be eligible to be considered for future employment with the City and Borough.

(f) The employee will be notified upon separation of his or her rehire status.

(g) An individual certified as non-eligible to be considered for future employment under the provisions of (d) through (f) above may, after a period of five years, make a written appeal to the City Manager to have his or her status reversed. The City Manager will respond in writing to the individual requesting reconsideration. The decision of the City Manager shall be final. *(Res. No. 2422(c), 2007; 2740, 2016)*

RULE 13
DISCIPLINARY ACTIONS

Section

(Res. No. 2106, 2001; 2370, 2006)

13 PR 005. Scope.

This Rule applies only to the classified service.

13 PR 007. Purpose.

The purpose of disciplinary action is to remedy unacceptable performance or conduct. Supervisors should impose discipline in steps of gradually increasing severity unless the performance or conduct warrants the immediate application of severe action. In general, the progression of disciplinary actions should be as follows: oral reprimand, written reprimand, suspension, dismissal. Other sanctions may be imposed as warranted to address particular deficiencies. *(Res. No. 2106, 2001)*

13 PR 009. Predisciplinary Investigations

(a) A supervisor, or other representative of the CBJ, must conduct a fact finding investigation when there is an allegation of misconduct involving a permanent employee and that employee may be subject to disciplinary action if such allegation is sustained.

(b) Such investigation shall be conducted in a thorough, fair and unbiased fashion. During the course of the investigation, the fact finder shall make reasonable attempts to gather all relevant facts and evidence and shall interview witnesses as appropriate.

(c) The permanent employee who is the subject of the investigation shall be interviewed. During the interview, the employee may have representation if he or she desires. If the employee is represented by a union, such representation shall be limited to an authorized representative of the union. *(Res. No. 2370, 2006)*

13 PR 010. Predisciplinary Conference.

(a) A permanent employee subject to a suspension, step reduction, demotion or dismissal must be afforded the opportunity for a conference before the disciplinary action is effective.

(b) The purpose of the conference is to allow the employee and management personnel to review the facts relating to the proposed disciplinary action. *(Res. No. 1835, 1996)*

13 PR 015. Reprimand.

(a) A supervisor may for cause, after a pre-disciplinary investigation, issue a written reprimand to an employee. The reprimand must be discussed with the employee.

(b) A copy of the reprimand with any reply from the employee will be filed with the Human Resources and Risk Management Director.

(c) A letter of reprimand is not subject to the grievance procedure. *(Res. No. 2370, 2006)*

13 PR 020. Suspension.

(a) A department director may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, suspend an employee without pay.

(b) The reason for the suspension will be given to the employee in writing and a copy filed with the Human Resources and Risk Management Director.

(c) The period of suspension will be treated as disciplinary leave without pay for other purposes of these Rules including the effect on leave accrual, anniversary dates, and health insurance premiums. *(Res. No. 2370, 2006; 2740, 2016)*

13 PR 025. Step Reduction.

(a) A department director may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, reduce by one step the placement of a permanent employee who is placed at other than step A.

(1) The reason for the reduction will be given to the employee in writing and a copy filed with the Human Resources and Risk Management Director.

(2) The period the employee serves at the lower step may not exceed 26 weeks without review.

(3) The employee must be provided a performance improvement plan in accordance with 8 PR 025.

(b) An employee is subject to further step reduction or other disciplinary action if the employee fails to correct less than acceptable performance or repeats unacceptable behavior during the period of step reduction.

(c) A department director shall restore salary steps in accordance with 10 PR 085when the employee receives an overall performance evaluation of "acceptable" or better when the unacceptable behavior has been corrected. *(Res. No. 2370, 2006; 2422(c), 2007)*

13 PR 030. Demotion.

(a) A department director may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, demote an employee.

(b) The reason for the demotion will be given to the employee in writing and a copy filed with the Human Resources and Risk Management Director. *(Res. No. 2370, 2006)*

13 PR 035. Dismissal.

(a) A department director may for cause, after pre-disciplinary investigation, and pre-disciplinary conference if requested, dismiss a permanent employee.

(b) The reasons for the dismissal and the effective date will be given to the employee in writing. A copy will be filed with the Human Resources and Risk Management Director. *(Res. No. 1835, 1996; 2370, 2006)*

RULE 14
REDUCTION IN WORK FORCE

Section
005. Scope
015. Layoff
020. Criteria
025. Methodology
030. Notification
035. Layoff Rights
040. Employee Obligations
(Res. No. 1900, 1997)

14 PR 005. Scope.

This rule covers separation of employees in the classified service due to a reduction in the number of positions in a particular classification.

14 PR 015. Layoff.

(a) The City Manager may lay off a permanent or probationary employee by reason of abolition of position, shortage of work or funds or other reasons outside the employee's control. A layoff does not reflect discredit on the service of the employee. *(Res. No. 2370, 2006; 2740, 2016)*

14 PR 020. Criteria.

(a) ~~(a)~~ Layoff will be by classification across all departments with exceptions for bona fide occupational specialties which are consistent with job practices and the position description and as outlined in 14 PR 020(b).
(b) When a loss of grant funding results in a shortage of funds for a grant-funded position, the employee in the impacted position shall be subject to layoff.
(Res. No. 2370, 2006; 2740, 2016)

14 PR 025. Order of Layoff.

(a) No permanent or probationary employee may be laid off while there are emergency or temporary employees serving in the same classification.

(b) Probationary employees will be laid off prior to permanent employees. An employee who is probationary as the result of a promotion, transfer, or change in occupation and who held permanent status in the previous classification retains rights as a permanent employee in the previous classification when there has been no break in service.

(c) Once the pool is reduced to only permanent employees, the position status of the eliminated position will affect the order of layoff. The reduction of a non-benefited position will not impact current benefited employees until all non-benefited employees in the pool have been laid off. The reduction of a benefited position will not impact full time employees until all benefited and non-benefited part time employees have been laid off.

(d) Layoff points will be computed based on the employee's length of service and performance. Employees with the least points within each classification will be laid off first. In the event of tied scores the employee with the least service will be laid off first. In the event of tied scores and identical service, layoff will be determined by lot.

(e) Total employee points are the product of the length of service and the average of the three most recent performance evaluations. When a performance evaluation does not exist employee points will be determined by crediting one point for each full month of service.

(f) Length of service will be determined by total uninterrupted service as a permanent or probationary employee counted in weeks. Leave without pay will not be counted. Full time equivalencies will be determined for service that is less than full time. Partial weeks will be rounded to the nearest whole week. Length of service will be calculated as of the first day of the week in which the City Manager issues the layoff notice.

(g) Each of the three most recent performance evaluations is assigned a point value.

(1) An overall rating of "outstanding" will receive 1.3 points.

(2) An overall rating of "acceptable plus" will receive 1.2 points.

(3) An overall rating of "acceptable" will receive 1.0 points.

(4) An overall rating of "acceptable minus" will receive 0.3 points.

(5) An overall rating of "unacceptable" will receive 0.0 points. *(Res. No. 2370, 2006; 2740, 2016)*

14 PR 030. Notification.

(a) An employee who is laid off will receive a minimum of 30 days written notice from the City Manager. This notice will include the following:

(1) The date on which coverage under the health insurance plan will cease and an explanation of options for continuing coverage. The employee will be allowed up to one hour of scheduled duty time to discuss health insurance options;

(2) The employee will be allowed up to one hour of scheduled duty time to discuss public employees retirement system options;

(3) The employee will be allowed one hour of scheduled duty time to register for work with the Alaska Employment Service Office;

(4) The employee will be allowed to attend job interviews with any CBJ department during scheduled duty time; and

(5) The employee will be allowed up to four hours of scheduled duty time to attend job interviews which cannot be scheduled at other times.

(b) A seasonal employee may be notified in writing of an impending layoff while on seasonal leave without pay. Such notice shall be given to the seasonal employee as soon as practicable, but at least 30 days prior to the seasonal employee's scheduled return date or 30 days prior to the date of the layoff whichever is later. *(Res. No. 2370, 2006)*

14 PR 035. Layoff Rights.

(a) Layoff status and rights will be for a maximum of 24 months. If the employee is not reappointed during this period, the employee will be separated in good standing. During the period of layoff the following rights exist:

(1) ~~At the time~~Within three business days of layoff the employee will receive payment for all personal leave. Return from layoff within the 24 month period restores the employee's entire medical leave balance.

(2) Any vacant position for the employee's job classification which occurs during the layoff period will be offered first to those employees on layoff status, with exceptions for occupational specialties. The position will be offered first to the employee with the highest number of points in the job classification.

(3) To be reappointed an employee on layoff status must meet the licensing and certification required of other incumbents in the classification.

~~(4) The Human Resources and Risk Management Director will mail or e-mail copies of all job announcements directly to the employee while the employee is on layoff status unless the employee notifies the Human Resources and Risk Management Director to the contrary.~~

(4~~5~~) An employee on layoff status may apply for any position as a current employee. Applicants on layoff status will receive particular consideration. The Human Resources and Risk Management

Director may require written justification to fill a vacant position with someone other than an employee on layoff status in a related job classification.

(5~~6~~) An employee on layoff status may, without forfeiting layoff rights, accept any temporary position or any permanent position in which the compensation is less than the employee's salary before layoff.

(6~~7~~) When an employee on layoff status is appointed to a permanent position in the employee's former job classification, the employee will resume employment with the same status, range and step held at the time of layoff.

(7~~8~~) When an employee on layoff status is offered appointment to a closely related classification the department director and the Human Resources and Risk Management Director shall determine the employee's status. The department director shall inform the employee of the proposed status prior to the appointment becoming effective.
(b) When an employee on layoff status accepts an appointment to an unrelated job classification, a probationary period must be served.

(c) When an employee on layoff status is appointed to a permanent position, the period of layoff will be recorded as leave without pay. *(Res. No. 2370, 2006; 2649, 2013)*

14 PR 040. Employee Obligations.

(a) When an employee on layoff status refuses or fails to respond to a written offer of appointment to the employee's former classification within 10 days, layoff status is ended and the employee will be separated in good standing.

(b) When an employee on layoff status fails to respond within 10 days to a written inquiry relating to availability for appointment, layoff status is ended and the employee will be separated in good standing.

RULE 15
GRIEVANCE AND APPEAL PROCEDURE

(Res. No. 2370, 2006)

15 PR 005. Scope and Purpose.

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

(b) The purpose of this rule is to resolve disputes and grievances informally and at the lowest level possible.

(c) No act of reprisal may be taken against an employee for the good faith use of this Rule.

15 PR 010. Representation.

The employee may select a representative to assist in the presentation of a grievance or appeal. The employee shall provide written notice of the representative's name and telephone number to the supervisor, the department director, or the City Manager, as appropriate. *(Res. No. 2370, 2006)*

15 PR 015. Duty Time.

The employee will be given a reasonable amount of regularly scheduled duty time to meet with management or the Personnel Board to present and resolve the employee's grievance or appeal.

The employee will not be compensated for time spent on the grievance or appeal outside of regularly scheduled duty time.

15 PR 020. General Grievance Procedure.

(a) An employee with a grievance regarding working conditions or employment may pursue it as set forth in subsection (b) subject to the limitations set forth in subsection (c):

(b) Procedures.

(1) The employee shall present the grievance to the immediate supervisor within seven days of becoming aware of the action being grieved.

(2) The supervisor and the employee shall attempt to informally resolve the grievance within seven days of the presentation of the grievance. Resolutions may not conflict with the personnel rules or applicable laws, regulations, or policies and shall not be precedential. If the resolution of the grievance is not acceptable to the employee, then

(3) The employee shall, within 21 days of becoming aware of the action being grieved, reduce the grievance, including the relief sought, to writing and present it to the department director. The employee and the department director shall meet to discuss the grievance if either party believes such a meeting will be beneficial.

(4) The department director shall respond to the grievance in writing within 14 days of the grievance meeting or within 14 days of notification that the grievance meeting will not be held. If the decision of the department director is not acceptable to the employee, then

(5) The employee shall present the grievance to the City Manager within seven days, including a written statement explaining why the decision is not acceptable.

(6) The City Manager shall respond to the grievance within 14 days. The decision must be in writing and include the City Manager’s findings, conclusions and disposition of the grievance. The City Manager’s decision shall be final.

(7) If the employee fails to meet the time limits set out in this grievance procedure, the grievance will not be considered further.

(8) If the CBJ fails to meet the time limits set out in this grievance procedure, the employee may advance the grievance to the next step in the procedure subject to the limitations in the section concerning appeals to the Board.

(9) The parties may agree to extend the time limits at any step of this procedure. Any agreement to extend the time limits must be in writing signed by both parties.

(c) Limitations.

(1) No employee may use this section to grieve a dismissal, demotion, or suspension of more than 10 working days.

(2) Only permanent employees may use this section to grieve a suspension 10 working days or less.

(3) Temporary employees may not use this section.

(4) The grievance procedure may not be used to determine the appropriate classification of a position. *(Res. No. 2055, 2000; 2370, 2006; 2422(c), 2007; 2582, 2011)*

15 PR 025. Dismissal, Demotion, or Suspension over 10 Working Days.

(a) An employee with permanent status who is dismissed, demoted, or suspended for more than 10 working days in alleged violation of these Rules, may pursue a grievance concerning any of these actions as follows:

(1) The employee shall, within 7 days of written notification of the action, file a written grievance with the City Manager setting forth the reasons for the grievance and stating the relief sought. If the employee fails to file a written grievance within this 7 day period, the grievance will not be considered further.

(2) The City Manager shall respond to the grievance within 28 days. The decision must be in writing and include the City Manager's findings, conclusions and disposition of the grievance.

(3) The City Manager may appoint a hearing officer to investigate the grievance and recommend to the City Manager findings, conclusions and disposition of the grievance.

(d4) If the decision of the City Manager is not acceptable to the employee, or if the City Manager does not respond in writing within 28 days, the employee may appeal to the Board subject to the limitations in the section concerning appeals to the Board.

(5) The parties may agree to extend the time limits at any step of this procedure. Any agreement to extend the time limits must be in writing signed by both parties. *(Res. No. 2055, 2000; 2370, 2006; 2582, 2011)*

15 PR 030. Appeals to Personnel Board.

An employee with permanent status may appeal a decision of the City Manager to the Personnel Board if the employee's appeal concerns a dismissal, demotion, or suspension over 10 working days.

(a) The employee shall file the written notice of appeal with the City Clerk within seven days of the decision of the City Manager, or within seven days of the expiration of the time limit for the City Manager's response, as applicable. The grievance must state the relief sought and the identity and telephone number of the employee's representative, if any. An employee who fails to file a notice of appeal within the applicable seven day period shall have waived the right to appeal the decision of the City Manager.

(b) The City Clerk shall notify the Personnel Board and the Human Resources and Risk Management Director of the filing of the notice of appeal within two days, excluding Saturdays, Sundays and those holidays listed in these Rules.

(c) The employee filing the appeal shall have the burden of proving by a preponderance of the evidence why the relief sought should be granted.

(d) The Personnel Board shall conduct its meetings and hearings according to the Alaska open meetings law, AS 44.62.310. The City Clerk shall notify in writing all parties and their representatives of all meetings and hearings of the Personnel Board on an appeal. The City Clerk shall provide public notice of all meetings and hearings of the Personnel Board as required by law.

(e) The Personnel Board will meet within seven days of receiving notice of the appeal from the City Clerk to determine the adequacy of the grievance record. If the Personnel Board determines that the record is inadequate, it will remand the appeal to the City Manager for further development of the record. The Personnel Board will identify the deficiencies and establish a date when the supplement to the record is due. The supplement to the record must be provided to the Personnel Board, the employee, and the employee's representative. The Personnel Board will schedule an appeal hearing to be held within 14 days after the date the supplement to the record is due.

(f) If the Personnel Board determines that the grievance record is adequate, the Personnel Board shall schedule a hearing to be held within 14 days. At the hearing the Personnel Board will review the record and consider the presentations of both parties. The parties may not introduce new evidence at the hearing. An electronic record of the hearing must be made. Persons with relevant knowledge of the issues presented by the employee's appeal may give testimony at the hearing. The Personnel Board may require the employee and the City Manager, or their representatives to exchange witness lists within a stated period of time prior to the hearing. The employee, the employee's representative, the City Manager, and the Manager's representative, may examine and cross-examine any witness with respect to facts which are material and relevant to the issues involved. The Personnel Board shall be responsible for the conduct of the hearing and may determine the order of the presentation of evidence, subpoena CBJ officers and employees and other persons to testify and to produce documents and other evidence, examine or cross-examine the employee and other witnesses, and determine the desirability of or necessity for prehearing or posthearing briefs or memoranda. All testimony taken at the hearing shall be under oath.

(g) The hearing need not be conducted according to the technical rules of evidence. The Personnel Board may admit any relevant evidence if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used to supplement or explain direct evidence but will not be deemed sufficient by itself to support a finding. Evidence determined by the Personnel Board to be unnecessarily cumulative or neither likely to prove nor disprove a fact in issue may be excluded upon the objection of the employee, the City Manager, their representatives, or the Personnel Board.

(h) The Personnel Board will submit its written decision, including findings and conclusions, to the employee, the City Manager and their representatives within 14 days of the hearing. The Personnel Board's decision shall be final and binding.

(i) The time limits established in this section may be extended by the Personnel Board if it is determined that they result in undue inconvenience or hardship for either party or the Personnel Board. *(Res. No. 2055, 2000; 2370, 2006; 2582, 2011).*

RULE 16
STANDARDS OF CONDUCT

Section

(Res. No. 2370, 2006; 2459, 2009)

16 PR 005. Political Activity.

(a) An employee may not while on duty or in a CBJ facility, unless participating in a public forum, advocate voting for or against a candidate for federal, state or municipal office, or a federal, state or municipal ballot issue by displaying, posting, and/or distributing buttons, leaflets, posters, or other materials. CBJ bulletin boards, union bulletin boards, CBJ internet, and CBJ e-mail are included in this rule.

(b) Nothing in this rule shall prevent an employee, while on duty, from preparing and distributing information approved by the City Manager regarding ballot issues. *(Res. No. 2370, 2006)*

16 PR 010. Employment Advantage.

An employee or applicant for employment may not offer, give, solicit or accept any money, service or valuable consideration in circumstances in which it could reasonably be expected to influence an employment decision.

16 PR 015. Political Contributions.

(a) No employee or other person may require contributions or services from an employee for any candidate, political party, political action committee or ballot issue.

(b) No employee or other person may solicit any contributions or services on behalf of any candidate, political party, political action committee or ballot issue from any employee during working time.

16 PR 020. Political Endorsements.

A person may not seek or attempt to use political endorsement to influence an appointment or employment advantage.

16 PR 025. Nomination and Candidacy.

(a) An employee who files a declaration of candidacy for election to the Assembly must immediately resign employment. The employee's position becomes vacant on the first working day following the date the declaration is filed.

(b) An employee who seeks nomination or becomes a candidate for elective government office other than the Assembly shall resign or take leave when the department director determines that this activity interferes with the employee's work.

16 PR 030. Other Employment.

An employee may not engage in or accept other employment or service for compensation unless the employee has notified the department director and the City Attorney in writing of the nature and extent of that outside activity. The department director and/or the city attorney will respond back to the employee if there may be a conflict of interest, or incompatibility with CBJ employment. *(Res. No. 2223, 2003; 2370, 2006)*

16 PR 035. Employment Discrimination.

(a) No person may be discriminated against in any appointment, employment or promotion for a reason not related to merit.

(b) No action affecting the status of employment or consideration of an applicant may be taken other than those based on the individual's knowledge, skill, ability and willingness to discharge the duties and accept the responsibilities of the position.

16 PR 040. Harassment.

Unwanted conduct or communication by a supervisor, co-worker or other person which is not based on job related factors and adversely affects the employment relationship or working environment is prohibited. ~~Administrative Policy # 97-06~~ The Harassment Prohibited policy and ~~Administrative Policy #02-03~~ Violence in the Workplace policy are hereby incorporated by reference. *(Res. No. 2370, 2006)*

16 PR 045. Fair Opportunity.

(a) No person may make any false statement, certification, rating or report in regard to any examination, selection or appointment.

(b) No person may obstruct another's right to examination, selection or appointment.

16 PR 050. Nepotism.

(a) A person may not be employed when that person is related by blood, marriage, or domestic partnership to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist. A direct working relationship is one in which one employee approves, directs or reviews the work of another employee. *(Res. No. 2370, 2006)*

16 PR 055. Drug Free Workplace.

(a) An employee may not unlawfully manufacture, distribute, possess, use or be under the influence of controlled substances at the workplace or while on duty.

(b) An employee may not use or be under the influence of beverage alcohol at the workplace or while on duty.

(c) An employee under the influence of a prescription or non-prescription medication may not undertake a work activity if the medication could impair the employee's ability to safely perform the activity.

16 PR 060. Reporting Drug and Alcohol Related Violations.

(a) An employee who is charged with, and/ or convicted of, violating a drug or alcohol related law must inform the department director within one working day of the charge and/or conviction. Conviction includes pleas of guilty and nolo contendere. *(Res. No. 2370, 2006)*

16 PR 070. Effects of Violations of Federal or State Law.

(a) An employee who receives a citation requiring a court appearance, or who is arrested or convicted, for a misdemeanor or felony, must report the citation, arrest, or conviction to the employee's department director within one working day. An employee who fails to report such citation, arrest or conviction may be subject to disciplinary action, up to and including dismissal.

(b) An employee who violates a federal or state law or regulation may be subject to disciplinary action up to and including dismissal if there is a clear nexus between the offense and the employee's duties, if a violation impairs the employee's ability to perform the duties of their position, or if the action adversely affects the CBJ. *(Res. No. 2370, 2006)*

16 PR 080. Dress Code.

(a) All employees of the CBJ must wear clothing that is clean, neat, is in good repair and presents a business-like appearance appropriate to the duties performed. At a minimum, the following types of clothing are prohibited:

(1) Clothing which is distracting to others, overly revealing, or fashioned or fitted in a sexually provocative manner.

(2) Sports or beach clothes such as cutoffs, tank tops, halter tops, tube tops, backless dresses, jogging outfits.

(3) Shorts other than dressy shorts designed to be worn with business clothes unless the employee is assigned primary work duties which require physical exertion outdoors during hot weather.

(4) Tee shirts or other attire that portray profanity or illegal activities.

(b) A department director may impose other clothing standards consistent with the work environment. *(Res. No. 2370, 2006)*

16 PR 090. Smoking in CBJ Facilities and Vehicles.

Smoking is prohibited in all CBJ facilities, equipment and vehicles pursuant to AS 18.35. Employees may smoke during designated relief or lunch breaks in designated smoking areas outside of CBJ facilities provided that such smoking does not occur anywhere near where highly flammable materials are stored or used. For purposes of this rule, the term smoking includes the vaping or using of e-cigarettes. *(Res. No. 2370, 2006; 2740, 2016)*

16 PR 100. Use of CBJ Assets.

(a) CBJ assets include, but are not limited to:

(1) Facilities, equipment, vehicles or tools.

(2) Computers, servers, computer networks, software, e-mail accounts, or internet regardless of the method, time or place of access.

(3) Phones, cell phones, facsimile machines, radios or voice mail.

(4) Xerox machines, or other office equipment.

(5) Any other asset that is the property of the CBJ.

(b) An employee may not use any CBJ asset for personal gain. All use of CBJ assets must be in accordance with the CBJ Conflict of Interest Code.

(c) An employee may not use a CBJ asset to:

(1) Defame, discriminate, or harass a co-worker or member of the public;

(2) Access or distribute obscene or pornographic materials;

(3) Violate a federal, state, or local law in any jurisdiction; or

(4) Represent the CBJ in any forum unless such representation is within the official and sanctioned capacity of the employee's duties.

(d) De-minimus use of CBJ assets for personal reasons are acceptable provided such use is not in conflict with the rest of this rule or any other CBJ policy, and the use of the asset does not interfere with the employee performing his or her regular duties.

(e) Any question regarding whether or not the use of a CBJ asset is appropriate should be referred to the employee's supervisor.

(f) A department director may impose other reasonable restrictions on the use of CBJ assets.

(g) The CBJ retains the right to access any CBJ computer or CBJ e-mail account used by an employee at any time. Employees are required to provide passwords for any computer or software programs that the employee uses at work. An employee has no expectation of privacy related to any communication that is created, sent or received via electronic medium from a CBJ computer or a CBJ e-mail account. Documents created, sent or received in conjunction with an employee's duties may be subject to disclosure under the Public Records Act. *(Res. No. 2370, 2006)*

16 PR 105. Use of Cell Phones in Vehicles.

Except in an emergency situation, an employee may not use a cell phone while driving a CBJ vehicle, or while operating a personal vehicle while on CBJ business. *(Res. No. 2370, 2006)*

16 PR 106. Safety.

Safety and equipment standards shall be in conformance with applicable state and federal law and/or regulation, and Employer requirements. Failure to follow safety directives or to use safety equipment may result in discipline up to and including dismissal. *(Res. No. 2459, 2009; 2740, 2016)*

16 PR 110. Violations of Standards of Conduct.

An employee who violates CBJ standards of conduct may be subject to discipline up to and including dismissal. *(Res. No. 2370, 2006)*

RULE 17
GENERAL PROVISIONS

17 PR 005. Personnel Actions.

The following actions affecting an employee in the classified or partially exempt service must be in writing and a record of the action maintained: appointment, separation, change of position, change of pay, change of status, performance evaluation and disciplinary actions.

17 PR 010. Personnel Records.

(a) Personnel records are confidential and are not open to public inspection except as provided in this section.

(b) All requests for release of personnel records shall be submitted to the Human Resources and Risk Management Director. The director or the director's designee shall review the requests and approve the release of information as authorized in this section. Personnel records authorized for release shall be available for inspection subject to reasonable restrictions on the time and manner of inspection.

(c) The following information is available for public inspection:

(1) The names and classification titles of all employees,

(2) The position held by an employee,

(3) Prior CBJ positions held by an employee,

(4) Whether an employee is in the classified or partially exempt service,

(5) The dates of appointment and separation of an employee,

(6) The wages paid to an employee, and

(7) Applications for positions in the partially exempt service except for address, social security number, date of birth, personal telephone numbers, and Equal Employment Opportunity information.

(d) Personnel records not open to public inspection are released only under the following conditions.

(1) An employee or former employee may examine his or her own personnel records, with the exception of selection information deemed confidential under these Rules, and may give written authorization to others to examine these records; and

(2) CBJ employees with a direct supervisory relationship with the employee may examine the employee's personnel records. Access to personnel records may be granted only for purposes related to the CBJ's Human Resource system.

(e) In the absence of written authorization from the employee or former employee:

(1) Personnel records are released only to federal, state or CBJ officials authorized by law to review the records; or

(2) Personnel records may be released upon receipt of an order of a court of competent jurisdiction. *(Res. No. 2370, 2006)*

17 PR 015. Continuation of Health Insurance.

(a) An employee covered by health insurance who is on leave without pay because of an on-the-job incident covered by workers' compensation will continue to be covered by health insurance pursuant to the terms of subsection (d).

(b) The family of a deceased employee covered by health insurance will continue to be covered by health insurance for 52 weeks following the date of death when the death is because of an accident on the job and health insurance is not provided to the family by the Public Employees Retirement System.

(c) An employee covered by health insurance who is on authorized leave without pay may continue coverage by paying the premium and an administrative fee not to exceed two percent of the premium.

(1) The employee shall pay a prorated portion of the employer’s contribution to the health insurance premium beginning on the second day of authorized leave without pay status.

(2) An employee on authorized leave without pay for longer than 30 days shall have the option to discontinue his or her health insurance for the duration of leave without pay.

(3) An employee who is on furlough shall pay a prorated portion of the employer’s contribution to the health insurance premium beginning on the fifteenth consecutive day of furlough status.

(d) An employee covered by health insurance who is on Family/Medical Leave will be covered by health insurance for the entire 18 weeks of absence permissible in a 12-month period even if the employee is on leave without pay.

(e) An employee who is called to active uniformed service shall have the employer’s portion of the employee’s health insurance premium covered for the first 30 days of military leave.

(f) An employee who is in leave without pay status due to a disciplinary action shall be required to pay a prorated portion of the employer’s health insurance premium costs beginning with the first hour of leave without pay. *(Res. No. 1619, 1993; 1875, 1997; 2210, 2003; 2370, 2006; 2476, 2009)*

17 PR 020. Licensed Employees.

An employee in a position for which a license or certification is required shall notify the department director immediately if that license or certification is suspended, revoked, expired or withheld. *(Res. No. 1900, 1997)*

17 PR 025. Wearing of Uniforms.

Uniform items identifying an individual as a CBJ employee may only be worn while performing assigned job duties, when traveling directly from place of residence to work and when traveling directly from work to place of residence.

RULE 18
COMPENSATION AND REIMBURSEMENTS

Section

(Res. No. 2370, 2006; 3000, 2022; 3020, 2023; 3028, 2023)

18 PR 005. Pay Schedules.

The pay schedules attached as Appendix I shall be effective on the date shown thereon.

Employees in positions classified as permanent fulltime, excluding seasonal, and whose regular work schedule is 37.5 hours per week or more, and who are employed on July 1, 2025 shall receive a lump sum of two thousand seven hundred and fifty dollars ($2750) on the payday of the first full pay period following July 1, 2025. Employees in positions classified as permanent seasonal or part time, who are employed on July 1, 2025 shall receive a lump sum payment in the amount of two thousand seven hundred and fifty dollars ($2750) pro-rated based upon hours worked in FY2025. The minimum amount of the pro-rated lump sum payment shall be one thousand three hundred and seventy-five dollars ($1375).The pro-rated lump sum payment shall be paid on the payday of the first full pay period following July 1, 2025.

Employees in positions classified as permanent fulltime, excluding seasonal, and whose regular work schedule is 37.5 hours per week or more, and who are employed on July 1, 2026 shall receive a lump sum of two thousand dollars ($2000) on the payday of the first full pay period following July 1, 2026. Employees in positions classified as permanent seasonal or part time, who are employed on July 1, 2026 shall receive a lump sum payment in the amount of two thousand dollars ($2000) pro-rated based upon hours worked in FY2026. The minimum amount of the pro-rated lump sum payment shall be one thousand dollars ($1000).The pro-rated lump sum payment shall be paid on the payday of the first full pay period following July 1, 2026.

(Res. No. 1875, 1997; 2069, 2001; 2112, 2001; 2223, 2003; 2336, 2005; 2459, 2009; 2622, 2012; 2649, 2013, 2860, 2019; 2991, 2022; 2994, 2022; 3052, 2024; 4018, 2025)

18 PR 007. Attorney Pay Premium.

The amounts set out in the City and Borough of Juneau MEBA/unrepresented pay schedule provided by 18 PR 005 of this Rule are increased as follows for partially exempt positions within the Department of Law that require admission to the practice of law in the state of Alaska as a condition of employment:

1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
13%	13%	13%	13%	13%	13%	13%	11%	9%	8%	7%	6%	4%

(Res. No. 3000, 2022)

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 $3.00 per hour; shift differential “B” is $3.50 per hour. *(Res. No. 1875, 1997; 2069, 2001; 2370, 2006; 2994, 2022, 4018, 2025)*

18 PR 020. Standby Rate.

The standby rate, as defined in 10 PR 105, is $5.00 per hour. *(Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006; 2622, 2012; 4018, 2025)*

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. 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.

(1) Effective July 1, 2025, the employer's contribution rate shall be $1722.00 per month per full-time, eligible employee.

Effective July 1, 2026, the employer's contribution rate shall be up to $1,808.00 per month, per full time, eligible employee.

Effective July 1, 2027, the employer's contribution rate shall be up to $1,898.00 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. 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 provisions of 11 PR 012, by completing a form provided by the employer. Eaglecrest limited positions are not eligible to participate in the health insurance plan.

(c) When an employee leaves employment due to termination, resignation or lay off, health insurance coverage ends at midnight on the last day of the pay period that the employee was in pay status.

(d) When and 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 designated union members and unrepresented employee 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 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; 2994, 2022; 3000, 2022; 4018, 2025)*

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) Current employees, subject to a written CBJ requirement to provide their own hand tools shall receive a tool allowance as provided in this rule. 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.

(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: $2000.00

(2) Building maintenance mechanics: $1100.00

~~(3) Eaglecrest Vehicle Maintenance Supervisor: $700.00.~~

(3~~4~~) Emergency Program Manager, if required to use a personal snow machine for the CBJ avalanche program: $1500.00. *(Res. No. 2069, 2001; 2370, 2006; 2459, 2009; 2649, 2013; 3000, 2022; 4018, 2025)*

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; sign-on bonus 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; 3020, 2023)*

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 be as set forth in Administrative Policy 25~~06~~-02R, as this policy may be amended from time to time.

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;

(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)*

18 PR 065. Police Certification Pay.

(a) Juneau Police Department employees who submit evidence of receiving an Alaska Police Standards Council intermediate or advanced police certificate shall receive a pay enhancement upon application to the employer and effective on the first day of the pay period immediately following approval by the employer.

(1) Intermediate police certification: Juneau police department employees who are approved for an intermediate police certification pay enhance shall receive a two percent (2%) pay enhancement above the rate of pay in the pay schedule in 18 PR 005.

(2) Advanced police certification: Juneau police department employees who are approved for an advanced police certification pay enhance shall receive a three percent (3%) pay enhancement above the rate of pay in the pay schedule in 18 PR 005. An employee who is eligible for the Advanced police certification pay enhancement shall not be eligible for the Intermediate police certification pay enhancement. *(Res. No. 3000, 2022)*

18 PR 070. Sign-on Bonus.

(a) The City Manager may authorize a sign-on bonus for a new employee starting in a difficult to fill position under the following conditions:

(1) The City Manager and the employee sign a written agreement specifying the sign-on bonus amount and payment schedule and requiring pro-rated repayment according to the schedule set forth in this section if the employee voluntarily ends service in less than 2, 3, or 4 years. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected.

(2) If the sign-on period is 4 years, the repayment schedule is:

(i) 100% if service is less than 12 months;

(ii) 75% if service is 12 months or greater but less than 24 months;

(iii) 50% if service is 24 months or greater but less than 36 months;

(iv) 25% if service is 36 months or greater but less than 48 months.

(3) If the sign-on period is 3 years, the repayment schedule is:

(i) 100% if service is less than 12 months;

(ii) 66% if service is 12 months or greater but less than 24 months;

(iii) 33% if service is 24 months or greater but less than 36 months;

(4) If the sign-on period is 2 years, the repayment schedule is:

(i) 100% if service is less than 6 months;

(ii) 75% if service is 6 months or greater but less than 12 months;

(iii) 50% if service is 12 months or greater but less than 18 months;

(iv) 25% if service is 18 months or greater but less than 24 months.

(5) The maximum amount established in the sign-on bonus agreement may not exceed $40,000. The sign-on bonus amount may be paid in multiple payments on a schedule determined by the City Manager.

(6) The City Manager shall determine whether a position is difficult to fill, the dollar amount of the sign-on bonus, the payment schedule, and the repayment period. The City Manager shall consider factors such as the current labor market, history of recruitment difficulties, rate of pay for the position, and the number of applicants in making this determination.

(7) A new employee shall only be eligible for a sign-on bonus if they have not worked for the City and Borough of Juneau for a period of at least one year prior to the start of employment.

(8) Seasonal, Eaglecrest Limitted, and Eaglecrest Seasonal positions may be considered for sign-on bonuses under this section in addition to new employees. *(Res. 3020, 2023)*

18 PR 075. Deferred Compensation Employee Benefit.

The CBJ offers a Deferred Compensation plan under IRC Section 457(b), under which payment of compensation may be deferred, to all eligible employees. Additionally, the CBJ offers a deferred compensation employer matching contribution for employees enrolled in the State of Alaska Public Employees Retirement System (PERS) Tier 4 Defined Contribution Retirement plan. The intent of the benefit is to match $1.00 in an employer funded 401(a) plan account for every $2.00 of employee contribution into a 457(b) plan account in a manner that grows with the employee's total length of service with the CBJ. This benefit is subject to yearly Assembly appropriation.

(a) The CBJ provides an escalating employer match into a separate 401(a) retirement account to an employee contribution into the CBJ deferred compensation plan based on years of service, as follows:

Years of Service	**Voluntary 457(b) Employee Contribution Eligible for Employer Match**	**Employer 50% Matching Contribution to 401(a)**
0 – 1.99 years	up to 2% of wages	up to 1% match
2 – 4.99 years	up to 4% of wages	up to 2% match
5 – 9.99 years	up to 6% of wages	up to 3% match
10 years and longer	up to 8% of wages	up to 4% match

(b) Vesting for the employer match is as follows based on years of service after the start of the match plan:

1. 20% after 1 year
2. 40% after 2 years
3. 60% after 3 years
4. 80% after 4 years
5. 100% after 5 years
6. Those who reach the age of fifty-nine and a half (59 and ½) will automatically be vested at 100% regardless of years of service.
7. If a rehired CBJ employee previously cashed out their 401(a) matching account, their vesting time will be restarted with reemployment.

(c) Everyone has a unique tax situation and employees should consult their tax professional for advice about the tax implications of this benefit.

(d) The employee contribution to the deferred compensation plan and the employer match are subject to annual contribution limits as outlined by the Internal Revenue Service (IRS). At the end of each calendar year, the CBJ may audit matching employer payments to ensure that the employee achieves the appropriate matching contribution for the calendar year.

(e) CBJ employees who are in the State of Alaska PERS Defined Benefit Retirement plans (Tiers 1, 2, and 3) are eligible to participate in the CBJ deferred compensation plan without the employer matching contributions outlined in this section. *(Res. 3067, 3028, 2023)*

RULE 19
~~EAGLECREST SKI AREA PAY~~ RESERVED

~~*(Res. No. 2370, 2006; 2422(c), 2007; 2500, 2009)*~~

~~**19 PR 005. Scope.**~~

~~This Rule covers the pay provisions for all Eaglecrest employees.~~ ~~*(Res. No. 2422(c), 2007)*~~

~~**19 PR 010. General.**~~

~~The Human Resources and Risk Management Director shall allocate classifications to pay ranges based on the classification plan.~~

~~**19 PR 015. Basis of Pay.**~~

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

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

~~**19 PR 025. Beginning Pay.**~~

~~Except as provided in 19 PR 030 (advanced step placement), 19 PR 035 (former employee), 19 PR 040 (promoted employee), 19 PR 050 (involuntary demotion), 19 PR 051 (ADA Reassignment) or 19 PR 055 (voluntary demotion), the beginning pay of a newly appointed employee is step A of the pay range of that classification. An employee shall never be paid at a rate of pay below the minimum wage identified in Alaska Statute. *(Res. No. 2422(c), 2007); (2977, 2022)*~~

~~**19 PR 030. Advanced Step Placement.**~~

~~The Eaglecrest General Manager may authorize advanced step placement under section (a) or (b) of this rule. Advanced step placement will limit or preclude the probationary employee's eligibility for proficiency steps under 19 PR 075.~~

~~(a) The Eaglecrest General Manager may authorize advanced step placement when the applicant selected for the position is exceptionally qualified. For the purposes of this rule, exceptionally qualified shall be defined as education or work experience that exceeds the minimum qualifications for the position and job class, as well as the education and work experience of the other candidates in the applicant pool.~~

~~(b) If the step placement for an employee under 19 PR 025 shall be a rate of pay below the minimum wage identified in Alaska Statute, the employee shall be placed at the step of the pay range that is closest to, but not below, the current Alaska minimum wage. *(Res. No. 2977, 2022)*~~

~~**19 PR 035. Former Employee.**~~

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

~~(b) The Eaglecrest General manager, with the approval of the Human Resources and Risk Management Director, may make an advanced step placement for a former employee eligible for non-competitive re-employment under 5 PR 060 to a closely related job classification at the same or a lesser pay range than that formerly held by the employee.~~

~~**19 PR 040. Promoted Employee.**~~

~~A promoted employee shall be placed at a step in the new pay range at least equal to the hourly rate of pay in the previous range, but shall not be placed in the new pay range at a step higher than his or her current step.~~ ~~*(Res. No. 2582, 2011)*~~

~~**19 PR 045. Pay Range Increase.**~~

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

~~**19 PR 050. Involuntary Demotion.**~~

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

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

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

~~(2) If the current pay rate falls between steps in the lower range the rate remains frozen until the employee is eligible for a step increase in accordance with 19 PR 085, at which point the employee is placed at the next higher step.~~

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

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

~~(B) If the frozen rate continues to exceed the assigned range after the passage of 24 months, the employee is placed in the maximum step of the range and the pay rate reduced, at which time the employee shall be paid a lump sum equal to the difference between the value of the employee's accumulated leave calculated at the former rate of pay and the value calculated at the new rate of pay.~~

~~**19 PR 051. ADA Reassignment**~~

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

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

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

~~**19 PR 055. Voluntary Demotion.**~~

~~(a) An employee who is voluntarily demoted to a classification formerly held shall enter the lower range at the step the employee would have earned had the employee remained in the former classification. The employee shall not serve a new probationary period if the employee formerly held permanent status in the job class.~~
~~(b) An employee who requests a voluntary demotion to a classification not formerly held enters the lower range at a step determined by the Eaglecrest General Manager provided, however, that the step placement does not exceed the rate one step below the higher range placement. The employee shall serve a new probationary period.~~

~~(c) An employee who undergoes a voluntary demotion shall be paid a lump sum equal to the difference between the value of the employee's accumulated leave calculated at the former rate of pay and the value calculated at the new rate of pay.~~

~~**19 PR 060. Transferred Employee.**~~

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

~~(b) The step placement of an employee transferred to a closely related job classification will not change. The Eaglecrest General Manager, in conjunction with the Human Resources and Risk Management Director, will determine if the employee shall serve a new probationary period.~~

~~**19 PR 065. Change of Occupation.**~~

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

~~**19 PR 070. Appointment Effective Date.**~~

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

~~**19 PR 075. Proficiency Steps.**~~

~~(a) A probationary employee shall be eligible for proficiency steps provided that the employee has made acceptable progress in completing his or her training plan. Proficiency steps shall be granted at the beginning of the pay period.~~

~~(b) Except in the case of 19 PR 086, the granting of a proficiency step shall not place the probationary employee above "D" step.~~

~~(c) Acceptable progress in completing the training plan shall be documented in writing by the employee's supervisor. The decision to award a proficiency step shall be at the sole discretion of the Eaglecrest General Manager.~~

~~(d) The Eaglecrest General Manager shall provide a specific methodology for what demonstrates acceptable progress in completing a training plan. The methodology must be approved by the Human Resources and Risk Management Director.~~ ~~*(Res. No. 2422(c), 2007; 2649, 2013)*~~
~~**19 PR 080. Merit Anniversary Date.**~~

~~The merit anniversary date is the first day of the pay period that begins on or after July 1st.~~ ~~*(Res. No. 2422(c), 2007; 2500, 2009)*~~

~~**19 PR 085. Merit Increase.**~~

~~(a) A merit increase of 1 step in the pay range shall be given to an employee who is at step D or above and receives an overall performance rating of "acceptable plus".~~

~~(b) A merit increase of 2 steps in the pay range shall be given to an employee who is at step D or above and receives an overall performance rating of "outstanding".~~

~~(c) The Eaglecrest General Manager may grant an additional merit increase to an employee who is at step D or above and receives an overall performance rating of "outstanding", and where other exceptional circumstances exist.~~

~~(d) Not withstanding subsections (a) – (c) above, the decision to grant merit increases during any fiscal year is at the sole discretion of the Eaglecrest General Manager.~~ ~~*(Res. No. 2422(c), 2007; 2582, 2011)*~~

~~**19 PR 086. Step Increase for Instructor Certifications.**~~

~~Certified Instructors of the Snow Sports School shall be eligible to earn a step increase for obtaining additional PSIA/AASI certifications outside of the employee's primary discipline. Step increases shall be limited to one step for each additional snow sport discipline. Certified Instructors shall also be eligible to earn a step increase for obtaining PSIA/AASI accreditation. No more than two step increases can be earned as a result of accreditation. The earned step increase will go into effect the first day of the pay period following approval by the Snow Sports Director.~~ ~~*(Res. No. 2500, 2009)*~~

~~19 PR 090. Step Reduction.~~

~~(a) If an employee receives an overall performance rating of "acceptable minus" the Eaglecrest General Manager may reduce the employee's step placement by one step in accordance with 13 PR 025.~~

~~(b) The reduction is effective the first day of the pay period following written notice to the employee. Not less than 2 pay periods must pass before a step reduction may be restored.~~

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

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

~~19 PR 095. End of Season Bonus.~~

~~The Eaglecrest General Manager, in consultation with the Human Resources and Risk Management Director, may authorize an end of season bonus to be paid to employees who successfully complete the ski season.~~

~~19 PR 100. Acting in a Higher Range Pay.~~

~~(a) Regular Compensation for Acting in a Higher Range~~

~~(1) When an employee is temporarily assigned to perform the duties of a higher classification under 5 PR 025, the employee shall be paid according to the pay range allocation of the higher level position. Step placement in the higher pay range shall be the same as if the employee were promoted to the higher classification.~~

~~(2) An employee who is acting in a higher range is not eligible for the higher job class rate of pay when on leave. Leave time shall not reduce the overall duration of the acting in a higher range appointment.~~

~~(b) Overtime Compensation for Acting in a Higher Range Appointment.~~

~~(1) An hourly employee appointed to a higher level job class in a salaried position is not eligible for overtime pay for time worked in the salaried position, regardless of whether the duties performed are associated with an hourly or salaried position.~~

~~(2) A salaried employee who works out of class in an hourly position shall be eligible for overtime compensation for hours exceeding the thresholds defined in 19 PR 105.~~

~~**19 PR 105. Overtime Defined.**~~

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

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

~~**19 PR 110. Overtime Rate.**~~

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

~~**19 PR 115. Overtime Payment.**~~

~~(a) Overtime is paid as wages or as compensatory time.~~

~~(b) An employee may request that overtime be credited as compensatory time.~~

~~(c) The Eaglecrest General Manager must determine that the crediting or use of compensatory time will not result in any increased costs or scheduling hardships prior to authorizing the crediting or use of compensatory time.~~

~~**19 PR 120. Maximum Compensatory Time.**~~

~~(a) An employee's compensatory time balance may not exceed 100 hours on the first day of any pay period. All excess hours are to be paid as wages.~~

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

~~(c) Compensatory time shall not be used in the pay period it is earned. The Eaglecrest General Manager may grant an exception to this rule under extenuating circumstances. *(Res. No. 2582, 2011)*~~*40*

~~**19 PR 125. Compensatory Time Payment.**~~

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

~~**19 PR 130. Holiday Pay.**~~

~~Permanent full time employees and Eaglecrest seasonal employees who work on a holiday listed in 7 PR 026 shall have a day of leave credited to their leave account. Eaglecrest limited positions are not eligible for Holiday pay. *(Res. No. 2618, 2012)*~~

~~19 PR 133 Instructor Pay~~

~~(a) An employee assigned as a ski/snowboard instructor for a regular group lesson of 2 hours or for a regular private lesson shall receive an additional $1.00 for each student in the lesson.~~

~~(b) An employee who is requested as a private ski/snowboard instructor shall receive an additional $5.00 for each student in the lesson. (*Res. No. 2831, 2018*)~~

~~19 PR 135. Total Remuneration.~~

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

RULE 20
DEFINITIONS

Section
005. Definitions
(Res. No. 2370, 2006)

20 PR 005. Definitions.

Unless stated otherwise in these rules:

(1) **"Appointment**" means the offer to and acceptance by a person of a position.

(2) **"Caus**e" means that sufficient justification exists, in accordance with the merit principle of employment, for taking the proposed adverse employment action.

(3) **"CBJ**" means the City and Borough of Juneau, Alaska.

(4) **"CBJ resident**" means a person physically present in the CBJ with the intent to remain in the CBJ indefinitely and to make a home in the CBJ. A person demonstrates the required intent by:

(a) maintaining a principal place of abode in the CBJ for at least 30 days, and

(b) providing other proof of intent as may be required by the Human Resources and Risk Management Director that the person is not claiming residency outside the CBJ or obtaining benefits under a claim of residency out-side the CBJ. A person who establishes residency in the CBJ remains a resident during an absence from the CBJ unless during the absence the person establishes or claims residency in another state, territory, country or municipality or is absent under circumstances that are inconsistent with the intent required within this definition to remain a resident of the CBJ.

(5) **"Child**" means biological, adopted, or foster child, stepchild or legal ward. *(Res. No. 1619, 1993)*

(6) **"Classification plan**" means the system of grouping positions into appropriate classes consisting of an index to the classification specifications, the classification specifications and the rules for administering the classification plan.

(7) **"Classified service**" means those positions in the CBJ service which are not specifically included in the partially exempt service as provided in CBJ 44.05. *(Res. No. 1875, 1997)*

(8) **"Day**" means a calendar day.

(9) **"Demotion**" means the appointment of an employee from a position in one job classification to a position in another job classification at a lower range. *(Res. No. 1956, 1998)*

(10) **"Department director**" means the head of a department established by CBJ 03.10. *(Res. No. 1875, 1997)*

(11) **"Direct supervisor**" means a person in a supervisory relationship to an employee including all supervisors in the direct line of authority from the immediate supervisor to the City Manager.

(12) **"Domestic partners"** means persons co-habituating in an intimate relationship with the intent to reside together indefinitely where each person is the other's sole domestic partner and both parties are responsible for the common welfare of the other. *(Res. No. 2582, 2011)*

(13) **"Duty time**" means those hours an employee is assigned to work.

(14) **"Eligible candidate**" means an applicant whose name appears on a current eligible list

(15) **"Eligible list**" means a ranked list of applicants who have completed the examinations for certain CBJ positions.

(16) **"Employee status**" means the employment standing of an employee. Employee statuses include permanent, probationary, substitute, temporary, emergency, layoff and partially exempt.

(17) **"Examination**" means any activity or process used by the appointing authority to select an employee including but not limited to: review of applications; written, oral and physical tests; medical and psychological examinations, interviews, consulting with references and past employers and the evaluation of the employee's performance during the probationary period.

(18) "**Furlough**" means an unpaid period of leave or a temporary decrease to the minimum number of hours worked in a work week or work day for full time employees that is authorized by the City Manager in response to budget constraints. *(Res. No. 2476, 2009)*

(19) "**Good standing**" refers to the separation status of an employee. An employee separates from service in good standing when an employee resigns with acceptable or better performance, complies with all exit requirements, and provides proper written notice in accordance with 12 PR 005.

(20) **"Health care provider**" means a dentist licensed under AS 08.36, a physician licensed under AS 08.64 or a psychologist licensed under AS 08.86. *(Res. No. 1619, 1993)*

(21) **"Human Resources and Risk Management Director**" means the City Manager and that person appointed by the City Manager as the Human Resources and Risk Management Director.

(22) "**Intermittent Disaster Response Appointee (IDRA)**" means a temporary, intermittent employee of the U.S. Department of Health and Human Services who responds to, or trains for, emergencies involving infectious diseases or weapons of mass destruction. They are protected by USERRA both for training and actual emergencies.

(23) **“Immediate family**” means an employee’s spouse, domestic partner, parent, child, brother or sister, in a full, half, step, or foster relation-ship.

(24) **“Job classification**” means a group of positions which are similar in general duties, responsibilities and minimum qualifications and is identified by the same title.

(25) **“Layoff**” means the separation of an employee because a position is abolished, because of insufficient money, lack of work or other reasons not reflecting discredit on the employee.

(26) **“Layoff status**” means the status of a permanent or probationary employee who has been separated from employment for reasons not reflecting discredit on the employee and who has certain rights and obligations under these rules.

(27) **“Manager**” means the Manager or acting Manager of the CBJ as provided by CBJ 03.05, provided that in cases involving employees supervised by the Attorney, “Attorney” shall be substituted for “City Manager” in the following rules: 6 PR 010(d), 11 PR 065(e), 14 PR 015(a), 14 PR 025(c), 14 PR 030(a), 15 PR 010, 15 PR 020, 15 PR 025, 15 PR 030, 17 PR 020, 20 PR 005(11), 20 PR 005(17), 20 PR 005(29). *(Res. No. 1875, 1997; 2500, 2009)*

(28) **“Merit principle of employment**” means:

(a) recruiting, selecting and promoting employees on the basis of their knowledge, skill, ability and willingness to perform the work, including open consideration of qualified applicants for initial appointment;

(b) retention of employees with permanent or probationary status on the basis of job performance and behavior, including reasonable efforts of temporary duration for correction of inadequate performance or unacceptable behavior, and separation for cause;

(c) equal treatment of employees and applicants with regard only to knowledge, skill, ability and willingness to perform the job;

(d) rates of pay based on the work assigned and performed; and

(e) selection and retention of employees secure from political influences.

(29) **“Parent**” means a biological or adoptive parent, a parent in law, or a stepparent. *(Res. No. 1619, 1993)*

(30) **“Partially exempt service**” means those positions in the CBJ service listed or provided for in CBJ 44.05.070. Unless designated otherwise by the City Manager in writing, all positions assigned to pay ranges 23 through 27 are in the partially exempt service. Employees in partially exempt positions are not subject to or covered by the personnel rules on recruitment, examination, selection, probationary periods, reduction in force and grievance and appeal procedures. *(Res. No. 1875, 1997)*

(31) **“Pay rate”** means the specific salary or hourly rate of pay for a position.

(32) “**Pay status**” includes any time for which an employee is compensated including regular hours worked, overtime hours worked, paid leave, and paid holidays.

(33) **“Personnel Board**” means the board created by Section 3.14 of the Charter and CBJ Title 44, the personnel management code.

(34) **“Position description**” means a written statement describing the essential duties and responsibilities of a position.

(35) **“Promotion**” means the movement of an employee from a position in one job classification to a position in a related job classification at a higher range.

(36) “**Publicly announced**” means the posting of a vacancy, including but not limited to, advertising, internet posting, or job boards.

(37) **“Qualified applicant**” means an applicant for a vacant position who meets the minimum qualifications for the position and has submitted a timely and complete application.

(38) **“Second degree of kinship**” means a father, mother, son, daughter, brother, sister, grandmother, grandfather, granddaughter, grandson, uncle, aunt, niece, or nephew, in a full, half, step, or foster relationship by blood, marriage, or domestic partnership.

(39) **“Subfill appointment**” means the filling of a position by appointment to a closely related classification at a lower range.

(40) “**Uniformed Services**” means the Army, Navy, Marine Corps, Air Force, Coast Guard, and the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or emergency. This includes the Reserve components of these services and the Army National Guard and Air National Guard. Under another Federal law enacted in 2002, Congress extended reemployment rights under USERRA to ~~persons who serve as Intermittent~~intermittent employees of the National Disaster ~~Response Appointees (IDRA~~Medical System (NDMS).

City and Borough of Juneau
City & Borough Manager's Office
155 Heritage Way
Juneau, Alaska 99801
Telephone: 586-5240| Facsimile: 586-5385

TO: Chair Woll & Assembly Finance Committee
DATE: September 3, 2025
FROM: Robert Barr, Deputy City Manager
RE: CARES Sobering Center

The finance committee last discussed this topic at its May 7, 2025 meeting. At that meeting, staff received direction to work with BRH to find a short-term location utilizing BRH facilities and work with BRH to find a long-term location, which could be on the hospital campus or elsewhere and could be funded in part or in whole by BRH.

We have been unable to secure space at BRH in the short-term and the sobering center continues to operate out of the St. Vincent de Paul (SVdP) facility on Teal St. We have encountered two obstacles to operations at BRH, specifically:

- Concern from the hospital that impaired sobering center patients could interrupt patient care during orthopedic clinic operations and a request for reduced sobering center operating hours; or,

- CCFR-provided additional staffing and/or security to address the same concern, which is outside of existing budget authority.

The hospital provided grant writing assistance to SVdP to apply for a Community Development Block Grant (CDBG), which was submitted to CBJ on August 27, 2025. The Lands, Housing, and Economic Development committee is scheduled to hear and make a recommendation on which CDBG grant application to sponsor for consideration by the State Department of Commerce, Community, and Economic Development. The grant is available to communities statewide (except Anchorage) and each community may only sponsor a single application. $2.5 million is available for this round, and up to $850k may be awarded per project. These grants are highly competitive.

If SVdP is successful in receiving this grant, the earliest construction could start is fall/winter of 2026. We would expect awardees to be notified in early spring, environmental review to occur throughout the summer, and actual funding to be awarded in early fall. These are federal grants with heavy compliance lifts. CDBG grants are not reimbursable for work already completed.

Due to inflation in construction costs, SVdP estimates a funding need of $762,900 for this project, which is the amount of the CDBG grant request.

Outside of CDBG funding, other potential funding sources for this project include opioid settlement funds (approximately $290k available), BRH fund balance, and general fund.

Recommendation

Options for consideration:

1. **Move quickly**

This option requires appropriation of non-CDBG funding and would allow SVdP to begin construction ASAP. In this scenario, SVdP would likely be able to provide alternate space in their Teal St building for sobering center operations during construction.

Potential motion: I move we direct staff to prepare legislation appropriating $762,900, of which $290,000 comes from the opioid settlement fund with the remainder from [general fund or Bartlett funds] for renovations at SVdP's Teal St building and to negotiate a long-term lease for use of the space for the sobering center.

2. **Seek CDBG funding, direct BRH to host the sobering center in the Rainforest Recovery building pending the outcome of CDBG awards**

We only have cost estimates for use of the Rainforest space. The modular units used during COVID may be a viable alternative; however, that work is not far enough along to formalize in a recommendation.

Potential motion: I move we direct the hospital to host the sobering center in the Rainforest Recovery building, or other on-campus space acceptable to the Manager, and direct staff to prepare an ordinance appropriating $100,000 from [specify funding source: opioid settlement funds, general fund, or Bartlett funds] for RRC modifications.

3. **Convene a joint meeting with the Bartlett Board of Directors to further discuss this topic and options.**

DATE: August 28, 2025

TO: Assembly Finance Committee

FROM: Angie Flick, Finance Director

155 Heritage Way
Juneau, AK 99801
Phone: (907) 586-5215

SUBJECT: **Related Parties Policy**

The purpose of this memo is to introduce a draft Related Parties Policy and associated form. The CBJ Clerks Office and Finance Department have had conversations with the CBJ Auditor for several years regarding the need to better know and ensure that the big CBJ (including JSD) is following proper procedures when there is a relationship between the organization and someone in the CBJ who is in a position of power.

To be abundantly clear, there is no indication that anything improper or inappropriate has been or is being done! As good auditors do, they look for areas of operation where there is a potential for risk and this is an area where risk exists, and we currently do not have any policy or reporting that allows us to test and know that we are continuing to do business the way we should.

The purpose of sharing the policy with the AFC in this setting is to create an opportunity for feedback from the AFC. This policy has only been reviewed by a handful of individuals within Finance, Law, the Manager's Office and the Clerk's Office. Assuming there are no hard stops at the AFC, updates will be made to the policy and form and then it will be reviewed with Superintendent Hauser. Law will help determine the level of authority needed to put the policy into place. The goal is to have full implementation and compliance by March 2026 for use in next year's audit process.

The draft form provided tonight may be used as a paper or electronic fillable form. We may also make an online version available to increase the ease of data collection and compliance.

This item is for discussion; no specific action or motion is required on this topic.

City and Borough of Juneau
Finance Department

Title: Related Parties		Number: DRAFT
Policy	**Original Issue Date:**	**Revised Date:**
Original Author: Angie Flick, Finance Director	**Revised Author:**	**Approved by:** Signature Name/Title

I. Purpose

The purpose of this policy is to provide a process by which CBJ can ensure integrity and process are followed when interacting with organizations that have a direct or indirect relationship with an individual of authority or influence within the greater CBJ organization.

II. Definitions

CBJ - The City and Borough of Juneau (CBJ) in this context includes all entities for which the CBJ is required to account for and report financial transactions, which includes the Juneau School District (JSD) and Bartlett Regional Hospital (BRH).

Person of Authority or Influence - A Person of Authority or Influence is:

- Elected officials – members of the CBJ Assembly or Juneau Board of Education.
- Appointed officials – members of empowered or advisory boards, commissions, or committees.
- Executive management – individuals who have overall responsibility for the strategic direction, operational control, or financial management of a CBJ department, enterprise, or component unit. This includes, but is not limited to:
    - City Manager and Deputy City Manager
    - Hospital CEO and senior executives reporting directly to the CEO
    - Superintendent of Schools and senior executives reportingly directly to the Superintendent
    - Department Directors, General Managers, and Chief Financial Officers
    - Any other position with equivalent authority, reporting directly to an elected body, the City Manager or Deputy City Manager, the Superintendent, or the Hospital CEO

Direct Relationship - A Direct Relationship exists when a Person of Authority has an interest or a formal role in an external organization (regardless of location). This includes, but is not limited to, serving as:

- An employee, officer, or board of director.
- An owner, stakeholder, or partner.
  Example: An Assemblymember works for a local construction company.

Indirect Relationship - An Indirect Relationship exists when an immediate family member of a Person of Authority has a direct relationship with an external organization (regardless of location).

- Immediate family member: a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, in-law, or any individual residing in the same household.
  Example: The City Manager's son owns a catering business.

III. CBJ Code Reference

It is declared that high moral and ethical standards among municipal officers are essential to the conduct of free government; and that the assembly believes that a code of ethics for the guidance of municipal officers will encourage those officers to avoid acting upon substantial personal interests or substantial financial interests in the performance of their public responsibilities, will improve standards of public service, and will promote and strengthen the faith and confidence of the people of this municipality in their municipal officers. It is further declared that holding public office or employment is a public trust and that as one safeguard of that trust, the people require municipal officers to adhere to a code of ethics. ***CBJ Conflict of Interest Code 01.45.005 – Declaration of policy***.

IV. Policy

At the time of election or appointment, and annually on or before March 15 thereafter, Persons of Authority are required to complete the Report of Related Parties declaration and submit it to the CBJ Clerk's Office.

The Report of Related Parties declaration form includes:

- The Person of Authority's name
- The position they hold
- Complete listing of organizations with a direct relationship
- Complete listing of organizations with an indirect relationship
- Attestation of completeness and accuracy with signature and date

Note: Completed declarations are considered public records and may be subject to disclosure under the Alaska Public Records Act.

V. Process

- The CBJ Finance Director or designee will coordinate with the Clerk's and the City Manager's Offices to gather original declarations and annual updates.
- The Clerk's Office will serve as the point of contact for all Elected officials and Board members.
- The Manager's Office will serve as the point of contact for all Executive Management individuals.
- Completed declarations will be summarized for auditing by the CBJ's principal auditor.

VI. Attachments

Report of Related Parties form

DRAFT Report of Related Parties

CBJ departments and entities spend millions of dollars annually providing necessary services to the residents and visitors of the City and Borough of Juneau. It is our goal to ensure that these expenditures achieve maximum value for money by ensuring efficient practices, transparent processes, and fair and open competition. We work with agencies and suppliers to improve collaboration and sustainability while promoting innovation and value.

As stewards of public trust, we observe the highest standards of integrity, honesty and fairness and discharge our duties and responsibilities regardless of personal considerations, avoiding circumstances that create an appearance of impropriety. We protect CBJ's assets and its reputation through professional and personal conduct that is above reproach. We expect the same from our partners.

CBJ Conflict of Interest, Code 01.45.005 – Declaration of policy.

"It is declared that high moral and ethical standards among municipal officers are essential to the conduct of free government; and that the assembly believes that a code of ethics for the guidance of municipal officers will encourage those officers to avoid acting upon substantial personal interests or substantial financial interests in the performance of their public responsibilities, will improve standards of public service, and will promote and strengthen the faith and confidence of the people of this municipality in their municipal officers. It is further declared that holding public office or employment is a public trust and that as one safeguard of that trust, the people require municipal officers to adhere to a code of ethics."

Individuals that serve the community in positions of CBJ authority (elected offices, empowered boards, advisory boards and executive management) must disclose the businesses, non-profit organizations, and community groups in which they have a direct or indirect interest. A direct interest relates to the individual's own interest (ownership, stakeholder, employee) in a business, non-profit organization or community group. An indirect interest means an immediate family member to the individual in a position of CBJ authority has an interest. Close to or related to can include: immediate family members, spouses, and partners.

The purpose of this disclosure is to ensure that benefits received by these related party organizations are in accordance with charter, code and meet the principles of the conflict-of-interest code. Annually, CBJ Auditors will sample transactions with the related party organizations to ensure compliance.

NAME:	
Position Held	
	_____ CBJ Assembly _____ Board of Education _____ Empowered Board _____ Advisory Board _____ Executive Management
	Name of Empowered Board, Advisory Board or Organization
Related Party Organizations – List businesses, non-profit organizations and community organizations. Name/Relation of individual at the organization is not required.	
Direct Relationship:	
Indirect Relationship:	

I attest that, to the best of my knowledge and belief, all the information above is accurate and complete.

____

Signature and Date

155 Heritage Way
Juneau, AK 99801
Phone: (907) 586-5215

DATE: August 28, 2025

TO: Assembly Finance Committee

FROM: Angie Flick, Finance Director

SUBJECT: **Special Offices Ordinance**

The purpose of this memo is to provide context for the attached draft ordinance "An Ordinance Amending Title 3.15 to Include Non-Departmental Office Designation." The purpose of this ordinance is to officially establish Non-Departmental as a special office which is called out in CBJ Code 3.15.

CBJC 03.10 establishes departments of the City and Borough and CBJC 03.15 establishes special offices including Law, the hospital and the public school system. CBJ Charter 9.11(b) provides the Manager authority to transfer parts or all of budgets within line items, departments, agencies or special office.

Budget adjustments often come to the Assembly for capital projects. Capital projects are coded with a letter and some numbers using a 'smart coding' process that uses the letter as a designation for type of project (Roads, Harbors, Hospital, etc.). Based on previous guidance by CBJ Law, transfers between capital projects bearing different project type were presented to the Assembly via an ordinance. Transfers between projects of the same project type, are presented to the Assembly on the consent agenda for transparency of the financial actions.

This conversation has been revisited with the current City Attorney and City Manager. All capital projects are budgeted and accounted for in a department designation called Non-Departmental. While the name sounds funny, it is the department Finance uses for all the city-wide things that don't live in a particular department such as sales tax, hotel-bed tax, debt service, and capital projects. Given the use of Non-Departmental as the department; Finance, Law and the Manager have arrived at the conclusion that an ordinance is not necessary for any transfers between capital projects with a small adjustment to the CBJ Code.

This draft ordinance recognizes Non-Departmental as a special office. By doing so, it allows the manager to transfer unencumbered budgets between capital projects of any project type. The Assembly will see these types of transfers on the consent agenda.

Action: Staff recommend the AFC approve this ordinance and forward it to the next regular Assembly Meeting for introduction.

Presented by: The Manager
Presented:
Drafted by: Law Department

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2025-38 vAFC

An Ordinance Amending Chapter 3.15, Special Offices, to Include Non-Departmental Office Designation.

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 Chapter. Chapter 03.15, Special offices, is amended by creating a new section to read:

CHAPTER 03.15 SPECIAL OFFICES

03.15.070 Non-departmental.

Under general accounting principles, the following non-departmental roles are established:

(1) Capital funds and capital projects;

(2) City-wide revenues and expenses, not associated with a specific department, office, or agency; and

(3) Debt service.

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

Adopted this ________ day of ________________________, 2025.

Beth A. Weldon, Mayor

Attest:

Breckan L. Hendricks, Municipal Clerk