

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

September 18, 2017 7:00 PM

City Hall Assembly Chambers
Regular Meeting 2017-18

Submitted By:

Duncan Rorie Watt
City and Borough Manager

I. FLAG SALUTE

II. ROLL CALL

III. SPECIAL ORDER OF BUSINESS

A. **Juneau Alaska Music Matters (JAMM) Performance**

IV. APPROVAL OF MINUTES

A. **August 21, 2017 Regular Assembly Meeting 2017-17**

V. MANAGER'S REQUEST FOR AGENDA CHANGES

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

VII. CONSENT AGENDA

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

B. Assembly Requests for Consent Agenda Changes

C. Assembly Action

1. Ordinances for Introduction

a. **Ordinance 2017-19 An Ordinance Amending the Uniform Sales Tax Code to Expand the Senior Citizen Sales Tax Exemption.**

This ordinance would expand the definition of an essential purchase as it relates to the senior citizen sales tax exemption, making the purchase of prepared foods, household supplies, and personal care items tax exempt. As a result of exempting these additional purchases, the rebate paid to seniors below a certain income level would be reduced to \$300 from

\$325. The estimated annual loss of revenue is in the range of \$36,000 - \$90,000.

This issue and the draft ordinance were reviewed by the Assembly Finance Committee at its May 10 and August 9, 2017, meetings. The Finance Committee recommended the ordinance, with some amendments, be brought to the full Assembly for its consideration.

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

b. **Ordinance 2017-26 An Ordinance Authorizing the Manager to Dispose of Lots 4 and 5 of the Renninger Subdivision.**

This ordinance would authorize the sale of two of the Renninger Subdivision lots through either a sealed competitive bid process, or, if that process proves unsuccessful, an over-the-counter sale.

The Lands Committee heard this issue at its May 1, 2017, meeting, passing a motion of support for the sale. The Planning Commission considered the proposal at its meeting on July 25, 2017, also recommending approval.

This sale would create opportunities for additional multi-family development.

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

c. **Ordinance 2017-27 An Ordinance Authorizing the Manager to Convey Lot 2 of the Renninger Subdivision to the Alaska Housing Development Corporation.**

This ordinance would authorize the City Manager to sell Lot 2 of the Renninger Subdivision to the Alaska Housing Development Corporation. On May 15, 2017, the Assembly authorized the City Manager to directly negotiate the terms of sale with AHDC.

This ordinance would authorize the sale of the lot for fair market value with 5% down, and the balance to be paid over a 10 year term at 10% interest.

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

d. **Ordinance 2016-09(AS) An Ordinance Appropriating to the Manager the Sum of \$3,206,100 as Partial Funding for Various Departments' Fiscal Year 2017 Operating Budgets; Funding Provided by the General Fund's Fund Balance and Other Funds' Fund Balances.**

This ordinance would appropriate \$3,206,100 for increases in FY17 operations among several CBJ departments.

Bartlett Regional Hospital (BRH)

The Hospital anticipates exceeding its FY17 Assembly authorized spending authority by \$2.7M. Funding will be provided by FY17 revenues. Hospital utilization for emergency room, cardiology, and overall patient days was above original projections. The increased expenses were offset by increased revenues.

Docks

The supplemental request would increase the Docks Enterprise spending authority in FY17 by \$176,400. Funding will be provided by FY17 revenues.

The majority of the increases can be attributed to personnel costs predominantly due to increased FTE, the unbudgeted MEBA negotiated lump sum payout, and pulling (out of convenience) \$25,000 for a FEMA Port Security Grant from operating expenses rather than from the Docks Fund Balance.

The Docks & Harbors Board approved the supplemental request at its August 31, 2017 regular Board meeting.

Human Resources

The Human Resource Department is anticipating a \$10,100 shortfall in the current fiscal year operating budget. This shortfall is due to the impact of activities not included in the base budget: the lump sum negotiated wage payment & employee parking passes. Also HR staff didn't take leave at the estimated level, which increases payroll costs. It is difficult for the smallest CBJ department to absorb these costs. The anticipated funding for this increase is the General Fund's Fund Balance.

Risk

The Risk Management Department anticipates exceeding its FY17 Assembly authorized spending authority by \$319,600. The increase is attributable to higher than budgeted claims experienced for the Workers Compensation, Property, and Health insurance lines. Funding will be provided by FY17 Risk fund revenues.

The Assembly Finance Committee reviewed the increases at its meeting on September 13, 2017 and forwarded them to the full Assembly for

approval.

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

- e. **Ordinance 2016-09(AT) An Ordinance Appropriating to the Manager the Sum of \$1,707,389 to Fund the City and Borough of Juneau's Fiscal Year 2017 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.**

This ordinance would appropriate \$1,707,389 which is the State's FY17 4.14% on-behalf PERS benefit paid for CBJ. Funding is provided by the Alaska Department of Administration and was authorized by passage of House Bill 256 during the 2016 legislative session.

This is a housekeeping ordinance to properly account for this on-behalf payment and has no impact on the CBJ's finances.

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

- f. **Ordinance 2016-09(AU) An Ordinance Appropriating to the Manager the Sum of \$1,525,643, to Fund Bartlett Regional Hospital's Fiscal Year 2017 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.**

This ordinance would appropriate \$1,525,643, which is the State's FY17 on-behalf rate of 4.14% for each FY17 employer payroll and 26.14% on-behalf PERS benefit paid for Bartlett Regional Hospital. Funding is provided by the Alaska Department of Administration and was authorized by passage of House Bill 256 during the 2016 legislative session.

This is a housekeeping ordinance to properly account for this on-behalf payment and has no impact on BRH's finances.

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

- g. **Ordinance 2016-09(AV) An Ordinance De-appropriating the Sum of \$180,000 of the Parks and Recreation Program's Fiscal Year 2017 Operating Budget; Such Funds to be Returned to the General Fund's Fund Balance.**

On June 5, 2017, the Assembly adopted Ordinance 2016-09(AP) appropriating \$180,000 in supplemental funding for Parks and Recreation's FY17 operating budget. At the time we weren't certain that a supplemental would be needed, but submitted it as a precaution.

Parks and Recreation's Year End Balance for Fiscal Year 2017, as of September 6, 2017 is \$5,940. Two divisions had negative balances, which were offset by all other divisions' positive ending balances. As a result

the Supplemental Appropriation of \$180,000 is not needed, as Parks and Rec was able to balance the budget without the supplemental funding.

Staff recommends de-appropriating Ordinance 2016-09(AP), via Ordinance 2016-09(AV). This will provide for more accurate trend analysis and management reporting.

The Assembly Finance Committee reviewed this at its meeting on September 13, 2017 and forwarded it to the full Assembly for approval.

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

- h. **Ordinance 2017-06(F) An Ordinance Appropriating to the Manager the Sum of \$6,600 as Funding for the Juneau Public Libraries; Grant Funding Provided by the Alaska State Library.**

This ordinance appropriates \$6,600 in grant funding to the Juneau Public Libraries, for the purpose of implementing the *NASA@ My Library* STEM education initiative. *NASA@ My Library* is offered by the National Center for Interactive Learning at the Space Science Institute in partnership with the American Library Association Public Programs Office, the Pacific Science Center, Cornerstones of Science, and the Education Development Center.

Grant funding is provided by the Alaska State Library. This grant has a dollar for dollar matching requirement and is matched by staff time and expenditures on books and e-books that are already part of the library's FY18 budget.

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

- i. **Ordinance 2017-06(G) An Ordinance Appropriating to the Manager the Sum of \$7,842 as Funding for the Planning and Design of Historical Interpretive Sign Panels at the Treadwell Mine Historic Park; Grant Funding Provided by the Alaska Department of Natural Resources, Office of History and Archeology.**

The proposed project is to plan and design historical interpretive signs to be located on the interior wall of the Treadwell Office Building at the Treadwell Mine Historic Park. This grant would support Phase I of the project. Phase II of the project would manufacture the sign panels and install them on the interior wall of the building.

The work of the project would be performed through the combined efforts of a graphic designer and representatives of the Treadwell Historic Preservation and Restoration Society (Treadwell Society). The Juneau

Historic Resources Advisory Committee would review the draft and final products. The total project budget is \$13,070. Sixty percent of the cost, or \$7,842, would be funded from a federal Historic Preservation Fund Grant administered by the Alaska Office of History and Archaeology. The required 40 % match for the project, or \$5,228, would be provided through in-kind services of volunteers of the Treadwell Society.

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

- j. **Ordinance 2017-06(H) An Ordinance Appropriating to the Manager the Sum of \$281,020 as Funding for the Juneau International Airport RSA IIB (NW Quad Design & Construction) Capital Improvement Project; Funding Provided by the Federal Aviation Administration.**

The FAA funds 93.75% of the project with the remainder being provided by Juneau International Airport and a previously awarded ADOT grant.

The Airport Board approved this action at its April 27, 2017, meeting.

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

- k. **Ordinance 2017-06(I) An Ordinance Appropriating to the Manager the Sum of \$100,000 as Funding for the Housing and Homelessness Services Coordinator; Grant Funding Provided by the Alaska Mental Health Trust Authority.**

The Alaska Mental Health Trust Authority approved a grant request submitted by CBJ staff for \$100,000. This funding will allow the City to hire a Housing and Homelessness Service Coordinator who would work at the direction of the Chief Housing Officer in the Manager's Office. This person will work to build a coordinated entry program so that housing and homeless services provided by various Juneau non-profits meet community needs.

Upon demonstrated successful use of the funding, it is anticipated that the Trust will grant an additional two years of funding.

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

- l. **Ordinance 2017-06(J) An Ordinance Appropriating to the Manager the Sum of \$2,011,000 as Funding for the Juneau International Airport Taxiway A Rehabilitation Design and Taxiways E and D-1 Re-alignment Design Capital Improvement Project; Funding Provided by the Federal Aviation Administration and the Juneau International Airport.**

This ordinance would appropriate \$2,011,000 to the Design Taxiway A Rehabilitation and Re-alignment of Taxiway E and D-1 capital improvement project. Funding is provided as follows:

Federal Aviation Administration AIP Grant	\$1,979,062
Airport Fund Balance Match	\$ 31,938

The FAA funds 93.75% of the project with the remainder being provided by Juneau International Airport. At the August 21, 2017, Assembly meeting, a transfer (T-990) of \$100,000 from RSA IIb CIP to Taxiway Design CIP was approved. Funding source for local match is Airport Fund Balance. Total local match is \$131,938.

The Airport Board approved this action at its September 12, 2017, meeting.

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

2. Resolutions

a. **Resolution 2806 A Resolution Ratifying the Labor Agreement Between the City and Borough of Juneau and the International Association of Fire Fighters.**

This resolution would provide Assembly ratification of the terms of the tentative agreement negotiated between the City and Borough of Juneau and the International Association of Fire Fighters (IAFF) for a collective bargaining agreement that would be in effect from July 1, 2016, and expire on June 30, 2019. (Though the effective date is July 1, 2016, the terms are not to be applied retroactively.)

The tentative agreement includes economic modifications of a lump sum payment in fiscal year 2018, additions and deletions of professional pay types, and modifications to pay step placement upon promotion and merit anniversary dates. There are no economic modifications for fiscal year 2017. The total cost of these provisions over the life of the contract is projected to be approximately \$104,820.

In addition, there are minor housekeeping language changes and other changes to terms and conditions of employment in the tentative agreement.

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

The City Manager recommends this resolution be adopted.

- b. **Resolution 2807 A Resolution of the City and Borough of Juneau in Support of the Enforcement of the Boundary Waters Treaty in the Southeast Alaska/Northwest British Columbia Transboundary Region.**

By means of this resolution, the Assembly requests that the government of the United States work with the government of Canada and refer issues that may arise from transboundary development in British Columbia to the International Joint Commission. The Commission would be charged with using all powers under the Boundary Waters Treaty to ensure that Southeastern Alaska resources are not harmed by upstream development. The Assembly previously adopted this same resolution in 2015; tonight's adoption would continue the CBJ's support.

The City Manager recommends this resolution be adopted.

- c. **Resolution 2809 A Resolution Establishing the Fees for Animal Control and Protection Services, and Repealing Resolution No. 2767.**

Gastineau Human Society (GHS) has reviewed the current fee schedule for animal control and sheltering services and is recommending changes to the impound and impound boarding fees. The changes will allow for a slightly higher revenue base to support operations and the fee changes requested are in line with other Alaskan communities.

Impound Fees: GHS recommends an increase in Impound Fees to more closely mirror impound fees charged in other Alaskan communities. The current fees are \$30 first time, \$50 second time, \$75 third time and \$100 fourth time. The requested fees are \$50 first time, \$60 second time, \$75 third time, and \$100 fourth and subsequent times. Impound fees were last increased March 19, 2001 by Resolution No. 2081. GHS projects an approximate \$4,250 in annual revenue.

Impound Boarding Fees: The existing resolution establishes impound fees at \$10.00 per day until the owner is contacted and then \$15.00 per day thereafter. The fees currently being charged by GHS are in excess of that amount. GHS is not seeking an increase to the current fees being charged. Impound Boarding fees were last increased March 19, 2001 by Resolution No. 2081. Should fees not be adjusted in keeping with current charges, GHS projects a loss of \$6,500 in annual revenue.

While there are no recommended changes to licensing fees which were adjusted in 2016, GHS does recommend eliminating the \$2.50 license transfer fee for regular dog licenses as the fee is an administrative burden

and discourages people from transferring dog licenses.

The proposed changes were discussed at the September 13, 2017, Assembly Finance Committee meeting. The AFC recommended that the draft resolution be forwarded to the Assembly for action at the next regularly scheduled Assembly meeting.

The City Manager recommends that this resolution be adopted.

3. Bid Award

a. **Douglas Highway Water Main Replacement**

This project entails replacement of the ductile and cast iron water mains and associated services along Douglas Highway from Sitka Street to David Street.

Bids were opened on this project on July 26, 2017. The bid protest period expired on July 28, 2017. Results of the bid opening were as follows:

Responsive Bidders	Total Bid
Miller Construction Company	\$1,694,125
Glacier State Contractors	\$2,154,512
Admiralty Construction Inc.	\$2,254,395
Arete Construction Corp.	\$2,579,340
Engineer's Estimate	\$2,416,260

The City Manager recommends award of this project to Miller Construction Company for the total amount bid of \$1,694,125.

4. Other Items for consent

a. **Renewal of Marijuana License 10266 - Standard Marijuana Cultivation Facility, Licensee: The Fireweed Factory, LLC, 8415 Airport Blvd., Space B, Juneau**

The above marijuana license renewal is before the Assembly to either protest or waive its right to protest. The Finance, Police, Fire, and Community Development departments have reviewed this renewal and found the business to be in compliance with CBJ Code. Your packet contains the renewal application along with the AMCO notice to the local governing body. Additional license application documents are available through the Clerk's office upon request.

In the event the Assembly does protest this renewal, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the

protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly. The sixty-day comment period for local governing body action will expire as of Tuesday, September 26, 2017.

The City Manager recommends the Assembly waive its right to protest the renewal of AMCO marijuana license #10266.

b. Renewal of Marijuana License 10800 - Retail Marijuana Store, Licensee: The Fireweed Factory, LLC, 237 Front St., Juneau

The above marijuana license renewal is before the Assembly to either protest or waive its right to protest. The Finance, Police, Fire, and Community Development departments have reviewed this renewal and found the business to be in compliance with CBJ Code. Your packet contains the renewal application along with the AMCO notice to the local governing body. Additional license application documents are available through the Clerk's office upon request.

In the event the Assembly does protest this renewal, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly. The sixty-day comment period for local governing body action will expire as of Tuesday, September 26, 2017.

The City Manager recommends the Assembly waive its right to protest the renewal of AMCO marijuana license #10800.

c. New Standard Marijuana Cultivation Facility License #12311 ISG, Inc. d/b/a Juneau's Green Garden, 5011 Short Street, Suite 1, Juneau

The Alcohol Marijuana Control Office (AMCO) sends local governing bodies notice of marijuana license applications which allows local governing bodies the opportunity to protest or waive its right to protest the issuance or renewal of these licenses.

CBJ received notice of the following marijuana license application:

**Standard Marijuana Cultivation Facility License #12311
ISG, Inc., d/b/a Juneau's Green Garden
Location: 5011 Short Street, Suite 1, Juneau, AK 99801**

CBJ staff from the Police, Fire, Finance, and Community Development departments reviewed this application for compliance with CBJ laws and regulations and recommends that the Assembly waive its right to protest the issuance of this license.

As to CDD's recommendation, although ISG, Inc. d/b/a Juneau's Green Garden does not yet have a local license and does not yet have a Conditional Use Permit (C.U.P.), CDD recommends allowing the applicant to move forward to obtain their state license. However, they will not be allowed to operate in the borough until the C.U.P. is approved and a city license is issued.

Due to the large quantity of documents associated with each marijuana license, your packets have been limited to the following documents:

- State of Alaska Alcohol & Marijuana Control Office (AMCO) Notice to Local Governing Body
- AMCO Marijuana online application forms (redacted)
- Form MJ-01: Marijuana Establishment Operating Plan
- Form MJ-02: Premises Diagram
- Form MJ-08: Local Government Notice Affidavit

Copies of all the documents relating to these licenses are available upon request from the office of the Municipal Clerk during regular business hours.

In the event the Assembly does protest the issuance of this license, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly. The sixty-day comment period for local governing body action will expire as of Monday, October 9, 2017.

The City Manager recommends the Assembly waive its right to protest the issuance of this marijuana license #12311 to ISG, Inc. d/b/a Juneau's Green Garden.

- d. **New Marijuana Product Manufacturing Facility License #12315 ISG, Inc. d/b/a Evergreen Extracts, 5011 Short Street, Suite 2, Juneau**

The Alcohol Marijuana Control Office (AMCO) sends local governing bodies notice of marijuana license applications which allows local governing bodies the opportunity to protest or waive its right to protest the issuance or renewal of these licenses.

CBJ received notice of the following marijuana license application:

Marijuana Product Manufacturing Facility License #12315 ISG, Inc., d/b/a Evergreen Extracts

Location: 5011 Short Street, Suite 2, Juneau, AK 99801

CBJ staff from the Police, Fire, Finance, and Community Development (CDD) departments reviewed this application for compliance with CBJ laws and regulations and recommends that the Assembly waive its right to protest the issuance of this license.

As to CDD's recommendation, although ISG, Inc. d/b/a Evergreen Extracts does not yet have a local license and does not yet have a Conditional Use Permit (C.U.P.), CDD recommends allowing the applicant to move forward to obtain their state license. However, they will not be allowed to operate in the borough until the C.U.P. is approved and a city license is issued.

Due to the large quantity of documents associated with each marijuana license, your packets have been limited to the following documents:

- State of Alaska Alcohol & Marijuana Control Office (AMCO) Notice to Local Governing Body
- AMCO Marijuana online application forms (redacted)
- Form MJ-01: Marijuana Establishment Operating Plan
- Form MJ-02: Premises Diagram
- Form MJ-08: Local Government Notice Affidavit

Copies of all the documents relating to these licenses are available upon request from the office of the Municipal Clerk during regular business hours.

In the event the Assembly does protest the issuance of this license, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly. The sixty-day comment period for local governing body action will expire as of Tuesday, October 10, 2017.

The City Manager recommends the Assembly waive its right to protest the issuance of this marijuana license #12315 to ISG, Inc. d/b/a Evergreen Extracts.

e. New Retail Marijuana Store, License #12313 ISG, Inc. d/b/a Juneau's Green Market, 263 Marine Way, Juneau

The Alcohol Marijuana Control Office (AMCO) sends local governing bodies notice of marijuana license applications which allows local governing bodies the opportunity to protest or waive its right to protest the issuance or renewal of these licenses.

CBJ received notice of the following marijuana license application:

Retail Marijuana Store License #12313
ISG, Inc., d/b/a Juneau's Green Market
Location: 263 Marine Way, Juneau, AK 99801

CBJ staff from the Police, Fire, Finance, and Community Development (CDD) Departments reviewed this application for compliance with CBJ laws and regulations and recommends that the Assembly waive its right to protest the issuance of this license.

As to CDD's recommendation, although ISG, Inc. Juneau's Green Market does not yet have a local license and does not yet have a Conditional Use Permit (C.U.P.), CDD recommends allowing the applicant to move forward to obtain their state license. However, they will not be allowed to operate in the borough until the C.U.P. is approved and a city license is issued.

Due to the large quantity of documents associated with each marijuana license, your packets have been limited to the following documents:

- State of Alaska Alcohol & Marijuana Control Office (AMCO) Notice to Local Governing Body
- AMCO Marijuana online application forms (redacted)
- Form MJ-01: Marijuana Establishment Operating Plan
- Form MJ-02: Premises Diagram
- Form MJ-08: Local Government Notice Affidavit

Copies of all the documents relating to these licenses are available upon request from the office of the Municipal Clerk during regular business hours.

In the event the Assembly does protest the issuance of this license, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly. The sixty-day comment period for local governing body action will expire as of Tuesday, October 24, 2017.

The City Manager recommends the Assembly waive its right to protest the issuance of this marijuana license #12313 to ISG, Inc. d/b/a Juneau's Green Market.

VIIIPUBLIC HEARING

- A. **Ordinance 2017-06(C) An Ordinance Appropriating to the Manager the Sum of \$9,939 as Funding for a New Master Plan for Riverside Rotary Park;**

Donation Provided by The Glacier Valley Rotary Club.

The FY17 CIP provided \$250,000 from the voter-approved special 1% sales tax to perform improvements and upgrades to Riverside Rotary Park. The improvements include renovating and improving the playground and creating a new master plan for the entire park space.

The Glacier Valley Rotary Club has raised \$9,939 as a donation toward the project. These funds will be used to complete a new park master plan as part of these improvements.

The Public Works and Facilities Committee approved this request at its meeting on August 7, 2017.

The City Manager recommends this ordinance be adopted.

B. Ordinance 2017-06(D) An Ordinance Appropriating to the Manager the Sum of \$25,000 as Partial Funding for the Historic Preservation Plan, Phase II; Grant Funding Provided by the State of Alaska Department of Natural Resources.

The State Historic Preservation Office has awarded the CBJ a \$25,000 grant to update Juneau's Historic Preservation Plan. The funds, which will be used to pay a consultant to assist staff in updating the plan, come with a 40 percent match requirement. CBJ will meet this obligation with budgeted staff time.

CBJ's current preservation plan was completed 20 years ago. It remains in draft form, as it was never brought before the Assembly for adoption. CBJ is classified as a Certified Local Government (CLG), which makes it eligible for preservation grants. In order to maintain CLG status, cities are required to have adopted historic preservation plans. CBJ has been using the draft preservation plan for many years, but as funding becomes more competitive, it is prudent to have an adopted plan. Staff anticipates bringing the updated historic preservation plan before the Assembly to consider adoption in September, 2018.

The City Manager recommends this ordinance be adopted.

C. Ordinance 2017-06(E) An Ordinance Appropriating to the Manager the Sum of \$109,800 as Supplemental Funding for the Law Department Fiscal Year 2018 Operating Budget; Funding Provided from the General Fund's Fund Balance.

The requested appropriation would fund a new attorney position. The position would have a dual focus, working for both the criminal and civil sections. The position would alleviate the strain on the criminal side created by a dramatic increase in criminal cases being prosecuted as a result both of the criminal justice reform bill as well as the impact that bill has had on the local District Attorney's

Office's resources and ability to handle a share of the misdemeanor caseload. The addition of the new position would also allow the civil section to significantly increase the CBJ's collections efforts with respect to unremitted sales tax, as well as civil and criminal fines that have gone unpaid and the recovery of damages through the initiation of civil litigation.

The FY18 funding source is an increased draw on General Fund fund balance of \$109,800 over the recently adopted budget. The FY18 adopted Law budget reduced their budget's draw on the general fund due to \$100,000 increased cost reimbursement from BRH. Thus this requested increment only draws \$13,000 more on the general fund than their FY17 budget. This requested increase was discussed at the July 12 Committee of the Whole meeting. The direction to prepare an ordinance for Assembly introduction passed without objection.

The City Manager recommends this ordinance be adopted.

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

A. Docks & Harbors Regulation Amending Shorepower Access Fees 05 CBJAC 30

As part of the Docks & Harbors comprehensive fee review process, the Board proposes changes to the daily shorepower access fee. These fees have not been adjusted since 2010 and are imposed on vessels that do not have metered accounts with the local electrical utility. This fee is typically assessed to visiting, transient vessels. The proposed rates were calculated by assuming 80% of the stated amperage load for a 24 hour period. The Board also reviewed the fees for summer monthly and fees for winter monthly, including live aboard electrical fees. The Board is recommending no changes to the monthly fees.

These proposed regulations were advertised consistent with CBJ code and a public hearing at the August 31, 2017 Docks & Harbors Board. There was one email comment received recommending no rate change.

The City Manager recommends the Assembly adopt the regulations pertaining to daily shorepower access fees.

B. Seventh Day Adventist Christian School vs. CBJ Assessor 2017 - Notice of Appeal

On August 30, 2017, the Clerk's office received an appeal of the Assessor's decision regarding the tax exemption status of the property owned by Juneau Seventh-day Adventist Christian School.

In accordance with the Appeals Code, the Assembly must decide whether to accept or reject the appeal. If you determine, after liberally construing the notice of appeal

in order to preserve the rights of the appellant, that there has been a failure to comply with the appellate rules, or if the notice of appeal does not state grounds upon which any of the relief requested may be granted, you may reject the appeal.

If the appeal is accepted, you must decide whether the Assembly will hear the appeal itself or if it will assign the appeal to a hearing officer. If you decide to hear the appeal yourselves, a presiding officer should be appointed.

In hearing an appeal, the Assembly sits in its quasi-judicial capacity and must avoid discussing the case outside of the hearing process. (See CBJ 01.50.230, Impartiality.)

As this is a quasi-judicial matter, the City Manager makes no recommendation.

C. Task Force on Homelessness Report

XI. STAFF REPORTS

A. Alaska Marijuana Control Board Regulations Regarding On-Site Consumption

XII. ASSEMBLY REPORTS

- A. Mayor's Report
- B. Committee and Liaison Reports
- C. Presiding Officer Reports

XIII. ASSEMBLY COMMENTS AND QUESTIONS

XIV. CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

XV. EXECUTIVE SESSION

- A. Gastineau Apartments Litigation
- B. Update Regarding New Personal Injury Matter

XVI. ADJOURNMENT

XVII. SUPPLEMENTAL MATERIALS

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

THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - August 21, 2017

MEETING NO. 2017-17: The Regular Meeting of the City and Borough of Juneau Assembly, held in the Assembly Chambers of the Municipal Building, was called to order at 7:00 p.m. by Mayor Ken Koelsch.

I. FLAG SALUTE

II. ROLL CALL

Assembly Present: Mary Becker, Maria Gladziszewski (teleconference), Norton Gregory, Loren Jones, Jesse Kiehl, Ken Koelsch, Jerry Nankervis (teleconference), Beth Weldon (teleconference) and Debbie White.

Assembly Absent: None.

Staff Present: Rorie Watt, City Manager; Mila Cosgrove, Deputy City Manager; Amy Mead, Municipal Attorney; Laurie Sica, Municipal Clerk; Bob Bartholomew, Finance Director; Carl Uchtyl, Port Director; Patricia Wahto, Airport Manager; Dave Scanlan, Eaglecrest Manager; Beth McKibben, Planning Manager; Allison Eddins, Planner; Trinidad Contreras, Assistant Attorney; Sherri Layne, Assistant Attorney; Emily Wright, Assistant Attorney.

III. SPECIAL ORDER OF BUSINESS

Ms. Mead introduced a new prosecutor, Emily Wright, who has done prosecution work in Colorado, was a project director for the Legal Advocacy project with the Alaska Network on Domestic Violence and Sexual Assault, and most recently was Deputy Director for labor relations for the State of Alaska.

IV. APPROVAL OF MINUTES

A. July 31, 2017 Regular Assembly Meeting 2017-16

Hearing no objection, the minutes of the July 31, 2017 Regular Assembly Meeting 2017-16 were approved with minor corrections.

V. MANAGER'S REQUEST FOR AGENDA CHANGES

None.

VI. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

William Quayle said he would finally be able to have enough funds to pay for his pedicab permit at the cost of \$1500. He said the lighting for his pedicab was sufficient to operate at night, but the regulations prohibited night operations.

Saralyn Tabachnick, Director of AWARE (Aiding Women in Abuse and Rape

Emergencies), spoke about a 2011 victimization survey which said that 55% of the women in Juneau had been a victim of domestic or sexual violence in their lifetime. They are busy at AWARE. They manage a 32 bed shelter and they have 38 residents today. There are many reasons why people use their services but currently their services are stretched in terms of capacity and staffing. In response to Mr. Jone's question, Ms. Tabachnick said the 4, 1-bedroom and 4 2-bedroom apartments in the transitional housing units AWARE maintains are also full.

VII. CONSENT AGENDA

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

Jim Powell asked to remove Resolution 2804 from the consent agenda.

B. Assembly Requests for Consent Agenda Changes

None.

C. Assembly Action

MOTION, by Becker, to adopt the consent agenda, with the removal of Resolution 2804.
Hearing no objections, the consent agenda was adopted.

1. Ordinances for Introduction

- a. Ordinance 2017-06(C) An Ordinance Appropriating to the Manager the Sum of \$9,939 as Funding for a New Master Plan for Riverside Rotary Park; Donation Provided by The Glacier Valley Rotary Club.

The FY17 CIP provided \$250,000 from the voter-approved special 1% sales tax to perform improvements and upgrades to Riverside Rotary Park. The improvements include renovating and improving the playground and creating a new master plan for the entire park space.

The Glacier Valley Rotary Club has raised \$9,939 as a donation toward the project. These funds will be used to complete a new park master plan as part of these improvements.

The Public Works and Facilities Committee approved this request at its meeting on August 7, 2017.

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

- b. Ordinance 2017-06(D) An Ordinance Appropriating to the Manager the Sum of \$25,000 as Partial Funding for the Historic Preservation Plan, Phase II; Grant Funding Provided by the State of Alaska Department of Natural Resources.

The State Historic Preservation Office has awarded the CBJ a \$25,000

grant to update Juneau's Historic Preservation Plan. The funds, which will be used to pay a consultant to assist staff in updating the plan, come with a 40 percent match requirement. CBJ will meet this obligation with budgeted staff time.

CBJ's current preservation plan was completed 20 years ago. It remains in draft form, as it was never brought before the Assembly for adoption. CBJ is classified as a Certified Local Government (CLG), which makes it eligible for preservation grants. In order to maintain CLG status, cities are required to have adopted historic preservation plans. CBJ has been using the draft preservation plan for many years, but as funding becomes more competitive, it is prudent to have an adopted plan. Staff anticipates bringing the updated historic preservation plan before the Assembly to consider adoption in September, 2018.

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

- c. Ordinance 2017-06(E) An Ordinance Appropriating to the Manager the Sum of \$109,800 as Supplemental Funding for the Law Department Fiscal Year 2018 Operating Budget; Funding Provided from the General Fund's Fund Balance.

The requested appropriation would fund a new attorney position. The position would have a dual focus, working for both the criminal and civil sections. The position would alleviate the strain on the criminal side created by a dramatic increase in criminal cases being prosecuted as a result both of the criminal justice reform bill as well as the impact that bill has had on the local District Attorney's Office's resources and ability to handle a share of the misdemeanor caseload. The addition of the new position would also allow the civil section to significantly increase the CBJ's collections efforts with respect to unremitted sales tax, as well as civil and criminal fines that have gone unpaid and the recovery of damages through the initiation of civil litigation.

The FY18 funding source is an increased draw on General Fund fund balance of \$109,800 over the recently adopted budget. The FY18 adopted Law budget reduced their budget's draw on the general fund due to \$100,000 increased cost reimbursement from BRH. Thus this requested increment only draws \$13,000 more on the general fund than their FY17 budget. This requested increase was discussed at the July 12 Committee of the Whole meeting. The direction to prepare an ordinance for Assembly introduction passed without objection.

The City Manager recommends this ordinance be introduced and set

for public hearing at the next regular Assembly meeting.

2. Resolutions

- a. Resolution 2801 A Resolution of the City and Borough of Juneau in Support of Alaska Department of Transportation and Public Facilities Harbor Facility Grant Submission.

Docks & Harbors desires to apply for an ADOT Harbor Facility Grant to retrofit Mike Pusich Douglas Harbor and Harris Harbor with zinc anodes to extend the useful life of the steel pilings. The approximate construction cost for Douglas Harbor is \$280,000 and for Harris Harbor, \$250,000. The Harbor Facility Grant requires a 50% local match. Docks & Harbors is prepared to provide up to \$265,000 from its Harbor Fund fund balance for this purpose.

The application is due on September 1, 2017, and the applicant receives an additional point (out of 56) with a local resolution of support.

The Docks & Harbors Board reviewed the language at its July 31, 2017, regular board meeting and recommends the Assembly adopt Resolution 2801.

The City Manager recommends adoption of this resolution.

- b. Resolution 2802 A Resolution Reestablishing the Juneau Commission on Aging and Repealing Resolution 2279.

The Juneau Commission on Aging has struggled for the past year to maintain enough members to meet the quorum requirements necessary to take action and hold meetings. Assembly Human Resources Committee (HRC) Chair Loren Jones and members of the clerk's office met with current and former members of the commission in a series of public meetings in May and June of 2017 to discuss the status of the commission and the possibility of refocusing its mission. A resolution was drafted incorporating the changes discussed.

The Assembly Human Resources Committee reviewed the draft resolution at its June 26 and July 31, 2017, meetings, and recommended forwarding Resolution 2802 to the Assembly for adoption.

The City Manager recommends this resolution be adopted.

- c. Resolution 2803 A Resolution Repealing Resolution 2288 Approving Fees Relating to the Disclosure of Public Records.

With the adoption of a new public records act, Resolution 2288, which established fees for the copying, certifying or conforming of public documents in response to a request, is now obsolete. This resolution would

repeal Resolution 2288.

The City Manager recommends the adoption of this resolution.

3. Other Items for consent

- a. Renewal of Marijuana License 10271 - Marijuana Product Manufacturing Facility, Licensee: Top Hat Concentrates, LLC at 2315 Industrial Blvd., Suite B, Juneau

The above marijuana license renewal is before the Assembly to either protest or waive its right to protest. The Finance, Police, Fire, and Community Development departments have reviewed this renewal and found the business to be in compliance with CBJ Code. Your packet contains the renewal application along with the AMCO notice to the local governing body. Additional license application documents are available through the Clerk's office upon request.

In the event the Assembly does protest this renewal, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly. The sixty-day comment period for local governing body action will expire as of Saturday, September 16, 2017.

The City Manager recommends the Assembly waive its right to protest the renewal of AMCO marijuana license #10271.

- b. Renewal of Marijuana License 10315 - Standard Marijuana Cultivation Facility, Licensee: Green Elephant, LLC at 101 Mill Street, Suite A, Juneau

The above marijuana license renewal is before the Assembly to either protest or waive its right to protest. The Finance, Police, Fire, and Community Development departments have reviewed this renewal and found the business to be in compliance with CBJ Code. Your packet contains the renewal application along with the AMCO notice to the local governing body. Additional license application documents are available through the Clerk's office upon request.

In the event the Assembly does protest this renewal, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly. The sixty-day comment period for local governing body action will expire as of Tuesday, September 5, 2017.

The City Manager recommends the Assembly waive its right to protest the renewal of AMCO marijuana license #10315.

- c. Renewal of Marijuana License 10844 - Retail Marijuana Store, Licensee: Green Elephant, LLC at 101 Mill Street, Suite B, Juneau

The above marijuana license renewal is before the Assembly to either protest or waive its right to protest. The Finance, Police, Fire, and Community Development departments have reviewed this renewal and found the business to be in compliance with CBJ Code. Your packet contains the renewal application along with the AMCO notice to the local governing body. Additional license application documents are available through the Clerk's office upon request.

In the event the Assembly does protest this renewal, CBJ Code 20.30 requires notice, with specificity regarding the nature and basis of the protest, to be sent to the licensee and provides the licensee an opportunity to exercise its right to an informal hearing before the Assembly. The sixty-day comment period for local governing body action will expire as of Tuesday, September 5, 2017.

The City Manager recommends the Assembly waive its right to protest the renewal of AMCO marijuana license #10844.

4. Transfers

- a. Transfer T-989 Transfer of \$1.558 Million from 4 CIPs to the Pederson Hill Subdivision CIP.

This transfer will move \$1.558 million from 4 CIPs into the Pederson Hill Subdivision CIP. The Pederson Hill Subdivision project is moving forward with the first phase of construction expected to begin in the fall of 2017. The \$1.3 million being transferred from the Whittier Street CIP was a loan from the West Juneau/Douglas Access Study CIP in February 2016 allowing the project to be constructed during the spring of 2016, ahead of the opening of the state library and museum complex. CIP funding was allocated for Whittier in the FY17 CIP which became available until July 2016.

The Public Works and Facilities Committee forwarded this request at its August 7, 2017, meeting.

The City Manager recommends this transfer be approved.

- b. Transfer T-990 Transfer of \$100,000 from the Construct RSA IIB CIP to the Taxiway A & Taxiway E CIP.

This transfer will move \$100,000 from the Construct RSA IIB CIP to the Taxiway A & Taxiway E CIP.

The funding source is Airport Fund fund balance, which will be used to forward-fund weather-critical field work, including topographic surveying

and geotechnical investigation, until a federal grant is received for this work.

At its August 8, 2017, meeting, the Airport Board approved this transfer.

The City Manager recommends this transfer be approved.

Removed from Consent Agenda:

- c. Resolution 2804 A Resolution Affirming the City and Borough of Juneau's Commitment to Climate Action.

At the June 26, 2017, regular Assembly meeting, during Assembly comments, a motion was made to have the Assembly support the Mayors' Climate Change Initiative. The motion passed. At the July 31, 2017, regular Assembly meeting, a motion was made to reconsider that vote. The motion passed. Subsequently a motion was made to introduce a resolution for the next Assembly meeting affirming Juneau's commitment to climate action. That motion passed.

The Assembly directed that such a resolution be included on the agenda for the August 21, 2017, regular Assembly meeting.

As this is an Assembly directed resolution, the City Manager has no recommendation.

Public Comment:

Jim Powell spoke in support of Resolution 2801. He said he served on the Assembly for nine years, and is an Assistant UAS professor, but was representing his own opinions in his testimony. He applauded CBJ's work on climate change which began over ten years ago. At that time, CBJ was one of the first communities to take action, and we put together predicted impacts of climate change upon Juneau. The resolution accomplishes a nice history of where Juneau has been and emphasizes continued action. This is a statement of policy and when he was on the Assembly the body passed several resolutions on local, state and national issues of the group's policy. State and federal officials need to know what local government perspectives are and the current national administration has joined Syria and Nicaragua as the only three non-participating countries in the Paris Climate Agreement. Hundreds of cities across the country are taking action. We need to continue to understand what is coming and how climate will change over the next century, which is vital to our economy and the community.

Geron Bruce spoke in support of Resolution 2804. He arrived in Juneau in 1959 and his family has all been through the Juneau school system. He has seen many changes for the good in the community, but one change that has been bad is the change in the climate. The winters are wetter and warmer and the summers are cooler and wetter. The king salmon are not around like they used to be and the future of skiing in the area is threatened. Global warming is real despite the President calling it a Chinese "hoax." The current administration has rolled back measures to reduce CO2 emissions and has introduced policies that will speed up global warming. We need to acknowledge that this community takes global

warming seriously and the resolution takes modest steps along those lines.

Elaine Schroeder spoke in support of Resolution 2804. She is the co-chair of 350 Juneau, Climate Action for Alaska. It is one of 180 local groups in North America affiliated with the international group 350.org. They have over 400 residents on their email notification list. She read from a letter from the Alaska Dispatch News Op-Ed page written by five Alaskan clergy, "Alaska Stewardship Demands Transition from Fossil Fuels."

William Quayle said as long as the trees were not cut, Juneau would be in good shape in regards to CO2.

Assembly Action:

MOTION, by Gladziszewski, to adopt an amended Resolution 2804, striking the words in Section 3 as follows: "The City and Borough of Juneau joins other cities to undertake local action to contribute to worldwide efforts to mitigate and manage climate change. ~~Among the organizations compiling and quantifying such efforts are the Global Covenant of Mayors for Climate and Energy, the Compact of Mayors, Climate Mayors, and America's Pledge.~~"

She said she brought this forward in response to local citizens' interest in re-committing to the work of CBJ on this issue. In the beginning Juneau looked to ICLEI - Local Governments for Sustainability - to provide a framework for action on climate change. In more than a decade, CBJ has done two greenhouse gas surveys, committed to a reduction target, adopted a Climate Action Plan, and is still doing the work. As part of the plan, the Juneau Commission on Sustainability (JCOS) has been working on an energy strategy for over a year. They are done and are drafting a letter of transmittal to the Assembly. Citizens asked Juneau to join Climate Mayors. There have been some questions about which organizations the CBJ works with. She did research and discovered many local government organizations doing this work. She now believes that the Global Covenant of Mayors for Climate and Energy is the organization most consistent with CBJ's current actions. ICLEI was a founding leader of this work. This resolution commits to this work. Because she was hoping for unanimity and to show the community there is broad support for the work, she restated the amendment to resolution 2804. This would provide time to understand which organization was best for Juneau to affiliate with in the future.

Ms. White asked why now, why not wait until the energy report was in and asked if this resolution was premature. Ms. Gladziszewski said that the JCOS supported this resolution - it is the work it is engaged in, and there was no conflict. Ms. White said three of four people speaking tonight mentioned that they wanted this as a reaction to what was happening on the federal level and asked if the resolution was intended to thumb CBJ's nose at the federal government.

Ms. Becker asked if this resolution was jumping ahead of the JCOS and if that group would have written this resolution in this manner.

Ms. Gladziszewski said the JCOS supports this, it is a litany of things that have been done and a reaffirmation of the commitment to the work.

Mr. Nankervis objected to the resolution, as amended, and spoke about the public testimony at this meeting. He believes that this is a statement on what is happening in national politics and he did not want to start weighing in on national politics. Since we are spending our time this way, he wanted to state that he does not believe it was CBJ's role to comment on what the federal government is doing. The statement has been toned down with this amendment. We have a previous resolution, we have a draft plan, and we have tried to align costs with energy savings.

Mr. Kiehl spoke in support of the amended resolution. In most respects this resolution reads just as the JCOS letter was written. This resolution has removed the parts that were objectionable to members of the Assembly and the public. He said he was aware of a number of actions the Assembly has taken that address issues on the national level and we have long made comments on big issues that have a local hook. This resolution now speaks just to Juneau and the impacts of climate change on Juneau.

Roll call:

Aye: Gladziszewski, Gregory, Jones, Kiehl, Weldon, Koelsch

Nay: Becker, Nankervis, White

Motion passed, 6 ayes, 3 nays.

VIIIPUBLIC HEARING

A. Ordinance 2017-18 An Ordinance Amending the Penal Code.

This ordinance aligns the CBJ penal code with state statutes and adds penalty provisions. An annotated version of this ordinance, which explained each amendment, was presented to the Committee of the Whole on July 12, 2017. The Committee of the Whole approved a motion to forward the ordinance to the Assembly for introduction.

The City Manager recommends this ordinance be adopted.

Public Comment:

None.

Assembly Action:

MOTION, by Gregory, to adopt Ordinance 2017-18. Hearing no objection, it was so ordered.

B. Ordinance 2017-21 An Ordinance Amending the Discharging Firearms Ordinance.

This ordinance would amend the code section prohibiting the discharging of firearms in

certain areas to remove an incorrect geographic reference.

CBJ 42.20.050 prohibits the discharge of firearms within a quarter mile of the Mount Roberts Trail. In describing the trail, the code specifically identifies the trailhead as beginning at Sixth Street. Although that trailhead still exists and is still in use, the official trailhead is now at Basin Road. Eliminating the specific reference to Sixth Street would result in both trailheads being recognized for purposes of CBJ 42.20.050.

At the April 3, 2017, meeting, an Assembly member questioned the reference to Sixth Street and asked staff to look into the question. This ordinance is a result of that inquiry.

The City Manager recommends this ordinance be adopted.

Public Comment:

None.

Assembly Action:

MOTION, by White, to adopt Ordinance 2017-21. Hearing no objection, it was so ordered.

- C. Ordinance 2017-22 An Ordinance Providing for the Levy and Collection of a Temporary 1% Areawide Sales Tax on the Sale Price of Retail Sales, Rentals, and Services Performed within the City and Borough of Juneau, to be Effective October 1, 2018, and Providing for a Ballot Question Ratifying the Levy.

This ordinance would place the question of extending the 1% temporary sales tax on the ballot at the next regular municipal election. The current 1% temporary sales tax expires on September 30, 2018. If approved, the temporary 1% tax would be extended five years, until September 30, 2023.

It is estimated that the temporary tax would generate a total of \$43.3 million in sales tax revenue. It is intended that this revenue be used for a variety of capital projects focused on addressing deferred maintenance needs of public utilities and facilities. These projects would improve the condition of city owned assets, thereby helping to hold down operating costs and allowing for smaller utility rate increases moving forward. The earmarked projects include the following:

- Wastewater: infrastructure maintenance and improvements
- CBJ-owned building maintenance
- Water: infrastructure maintenance and improvements
- Airport: matching funds for federally funded projects
- Augustus Brown Pool deferred maintenance
- Centennial Hall upgrades and deferred maintenance

- Schools: major building maintenance
- Bartlett Regional Hospital: Rainforest Recovery Center upgrades
- Information Technology: infrastructure upgrades
- RecycleWorks: Wastewater diversion program
- Affordable Housing Fund
- Park deferred maintenance
- Aurora Harbor reconstruction

This issue was reviewed by the Assembly Finance Committee at its meetings on June 14, June 28, and July 13, 2017. The Finance Committee recommended the ordinance be brought to the full Assembly for consideration.

The City Manager recommends this ordinance be adopted.

Public Comment:

None.

Assembly Action:

MOTION, by Jones, to adopt Ordinance 2017-22, as amended by the manager, changing the wording "RecycleWorks: Wastewater diversion program" to "RecycleWorks: Waste diversion program." Hearing no objection, it was so ordered.

- D. Ordinance 2017-24(c) An Ordinance Increasing the Hotel-Motel Room Rental Tax by Two Percent and Providing for a Ballot Question Ratifying the Increase.

This ordinance would place the question of increasing the hotel-motel room rental tax from seven to nine percent on the ballot at the next regular municipal election. In accordance with an amendment proposed by the Finance Committee at its meeting on August 9, 2017, the increase would be temporary, with an effective date of January 1, 2018, through December 31, 2022.

The hotel-motel room rental tax was last increased in 1988. The increased rate authorized by this ordinance would generate an estimated additional \$400,000 per year in revenue for each of the four years the temporary increase would be in effect. The intent is to use the funding initially for renovations to the Juneau Arts and Cultural Center, and then for improvements to Centennial Hall, visitor information and marketing services, and other tourism and visitor services and facilities.

Version (c) of the ordinance incorporates the changes approved by the Finance Committee on August 9, 2017:

1. Makes the two percent increase a temporary increase that automatically sunsets on December 31, 2022; and
2. Removes "parking infrastructure" from the list of items the increased revenue is intended to fund.

Version (c) also incorporates the changes made in version (b) from the ordinance as it was originally drafted: corrects the effective date in Section 5 to read “January 1, 2018,” and adds a title to the proposition (Section 4).

On Tuesday, August 15, the board of the New JACC wrote to the Assembly requesting that you indefinitely postpone action on this ordinance. The City Manager recommends that you reject this ordinance.

Public Comment:

Maryann Ray, owner of Pearson's Pond Bed and Breakfast, said she had spoken to most of the bed and breakfast and hotel owners in Juneau and they were opposed to using a hotel tax to rebuild the Juneau Arts and Culture Center. The hotel tax is significant as it is, and was a factor in the decision making of potential visitors regarding whether to visit the area. She said the use of the funds for conventions and an arts center benefited the downtown population of hotels, shops and restaurants. She discussed a zone tax in Seattle that had varied rates depending on location of the properties, such as an airport zone rate. This does not place the burden solely on the lodging industry, but upon those businesses that benefit. She volunteered to work on the idea of a zone tax, which she believed had potential for Juneau.

Assembly Action:

MOTION, by Kiehl, to postpone Ordinance 2017-24(c) indefinitely. Hearing no objection, it was so ordered.

Ms. Becker asked the Assembly to join her in commending the partnership board that has worked to construct a new arts and culture center in Juneau, which has long been supported by the CBJ. She listed the activities taken to this end and offered encouragement.

IX. UNFINISHED BUSINESS

None.

X. NEW BUSINESS

A. Senior Citizen and Hardship Late-File Application Extension Requests

The following listed property owners are requesting that the Assembly authorize the Assessor to consider a late-filed appeal of their property assessment. The action required by the Assembly is to determine whether or not the late-filed tax assessment appeal will be heard. Evidence on the assessment itself or the merit of the appeal is not relevant. The Assembly should consider each request separately and determine whether or not the property owner was unable to comply with the 30-day filing requirement.

The burden of proof is upon the property owner to show the inability to file a timely appeal. In this context, the word “unable” does not include situations in which a

property owner forgot about, or overlooked, the assessment notice, was out of town during the period for filing an appeal, or similar situations. Rather, it covers situations that are beyond the property owner's control and would prevent a property owner from recognizing what is at stake and dealing with it. Examples of this would include physical or mental disability serious enough to prevent a person from dealing rationally with their private affairs. Disagreeing with the amount of the assessment does not constitute inability to submit a timely appeal, nor does a notice of assessment being sent to a wrong address. The property owner is responsible for keeping a current, correct address on file with the assessor's office.

If the Assembly decides to accept the late-filed appeal, the assessment appeal will be referred to the Assessor for review and action.

- Senior Citizen Late File - Trivette and
- Hardship Late File - Trivette

- Senior Citizen Late File - Sumdum and
- Hardship Late File - Sumdum - one letter attached for both

- Senior Citizen Late File - Eldridge
- Senior Citizen Late File - Barron
- Hardship Late File - Preston
- Hardship Late File - Chantry
- Hardship Late File - Haight
- Hardship Late File - Myers
- Hardship Late File - Donnelly

The Assembly asked questions about this process and Ms. Mead and Mr. Bartholomew provided clarification. The action before the Assembly is to review the acceptance of the filing due to the missed deadline. The Assembly was authorizing the Assessor to process these applications as if timely filed.

No appellants were present to represent their appeals.

MOTION, by Jones, to accept the late filed Senior Citizen and Hardship Exemption applications for Trivette, as if timely filed. Hearing no objection, it was so ordered.

MOTION, by Becker, to accept the late filed Senior Citizen and Hardship Exemption applications for Sumdum, as if timely filed.

Mr. Gregory said the letter does not specify the burden that prevented the requestor from addressing the application in a timely manner. He did not see the burden of proof as met. Mr. Kiehl said he thought this was one of the more clear cut requests due to the medical issues cited.

Hearing no objection, the Assembly accepted the late filed application of Sumdum.

MOTION, by Gregory, to accept the late filed Senior Citizen application for Eldridge, as if timely filed.

Mr. Kiehl objected. Mr. Jones explained his view that there was an issue with processing this application and not a matter the homeowner was responsible for. Mr. Kiehl removed his objection.

Hearing no objection, the Assembly accepted the late filed application of Eldridge.

MOTION, by White, to accept the late filed Senior Citizen application for Barron, as if timely filed. Hearing no objection, it was so ordered.

MOTION, by Jones, to accept the late filed Hardship Exemption application for Preston, as if timely filed.

Mr. Kiehl objected. He said he did not see any arguments that spoke to an inability to file or fault by the city in this case.

Roll call:

Aye: Becker, Gladyszewski, Jones, Nankervis, Weldon, White, Koelsch

Nay: Kiehl, Gregory

Motion passed, 7 aye, 2 nay. The late filed hardship exemption application for Preston was accepted.

MOTION, by Kiehl, to accept the late filed Hardship Exemption application for Chantry, as if timely filed. Hearing no objection, it was so ordered.

MOTION, by Becker, to accept the late filed Hardship Exemption application for Haight, as if timely filed.

Mr. Gregory objected. Mr. Gregory said he did not see a reason provided that showed the matter was beyond the ability of the applicant to file timely.

Roll call:

Aye: Becker, Gladyszewski, Jones, Nankervis, Weldon, White, Koelsch

Nay: Kiehl, Gregory

Motion passed, 7 aye, 2 nay. The late filed hardship exemption application for Haight was accepted.

MOTION, by Gregory, to accept the late filed Hardship Exemption application for Myers, as if timely filed. Hearing no objection, it was so ordered.

MOTION, by White, to accept the late filed Hardship Exemption application for

Donnelly, as if timely filed.

Mr. Kiehl objected stated that he did not see the evidence of inability to file a timely appeal.

Roll call:

Aye: Becker, Gladyszewski, Jones, Nankervis, Weldon, White, Koelsch

Nay: Kiehl, Gregory

Motion passed, 7 aye, 2 nay. The late filed hardship exemption application for Donnelly was accepted.

B. Notice of Appeal - Affordable Auto Sales v CBJ

On July 17, 2017, the City Manager rejected a recommendation from the Sales Tax Board of Appeals relating to a request to abate penalties owed by Affordable Auto Sales stemming from unpaid sales tax from calendar year 2013. The July 17 letter also gave notice to Mr. Khmelev of his right to appeal the City Manager's decision within twenty days of receipt. The letter was sent certified mail. The return receipt indicates the letter was received on July 21, 2017, making the appeal deadline August 10, 2017.

On August 10, Mr. Khmelev sent an email to the Sales Tax Officer and the City Manager inquiring about the appeal process. The City Clerk responded, providing Mr. Khmelev an appeal form. On August 11, she followed up with an email giving Mr. Khmelev until the close of business on August 11 (one day past the twenty day deadline) to file any appeal.

Mr. Khmelev filed the appeal on August 14, 2017.

CBJ 01.50.030(c) provides:

Time for filing a notice of appeal. Unless otherwise provided in the Code, ordinance, resolution, or other provision which creates the right of appeal, no person shall be entitled to an appellate review of a decision who fails to file a proper notice of appeal with the municipal clerk within 20 days of the date the decision is filed with the municipal clerk if the decision is one which is required to be so filed; or, if the decision is not one which is required to be filed with the municipal clerk, then within 20 days of the later of:

- (1) The date the decision becomes effective; or
- (2) The date the appellant received personal notice of the decision, if such notice is required.

In accordance with the Appeals Code, the Assembly must now decide whether to accept or reject the appeal. If you determine, after liberally construing the notice of appeal in order to preserve the rights of the appellant, that there has been a failure to comply with the appellate rules, or if the notice of appeal does not state grounds upon which any of the relief requested may be granted, you may reject the appeal.

If the appeal is accepted, you must decide whether the Assembly will hear the appeal itself or if it will assign the appeal to a hearing officer. If you decide to hear the appeal yourselves, a presiding officer should be appointed.

In hearing an appeal, the Assembly sits in its quasi-judicial capacity and must avoid discussing the case outside of the hearing process. (See CBJ 01.50.230, Impartiality.)

As this is a quasi-judicial matter, the City Manager makes no recommendation.

MOTION, by Jones, to reject the appeal, on the grounds that it was filed 4 days late after given a one day extension to file, and did not comply with the appellate rules. Hearing no objection, it was so ordered.

XI. STAFF REPORTS

Mr. Watt said that Mr. Keith Gregory, the new CEO of the Tlingit and Haida Regional Housing Authority, was present in the audience and he welcomed him to Juneau.

XII. ASSEMBLY REPORTS

A. Mayor's Report

Mayor Koelsch said the manager's evaluation has been compiled, discussed and forwarded to Human Resources. He asked for an Assembly subcommittee to look at the compensation package, and if interested to email him by Wednesday.

Mayor Koelsch spoke at the 10th anniversary ceremony of the opening of the Ted Stevens Marine Research Institute and attended the Mayor's Awards for the Arts. Frank Katasse, Mia Lager, James Hoagland, Betsy Sims, Tom Locher, Mary Watson and Jim Barron were all recognized, honored and congratulated.

B. Committee and Liaison Reports

Affordable Housing Commission: Liaison Gregory said the next meeting is set for August 29.

Eaglecrest Board: Liaison Gregory said the Board welcomed Dave Scanlan, new manager, who has great enthusiasm and ideas. The board discussed electrification of the Black Bear chair (off diesel), night skiing, future beer/wine sales and new cabins in the area for rentals and other uses.

School Board: Liaison Weldon said the board has adopted a new policy manual and approved the talent enrichment program. The next meeting is set for September 12 at JDHS.

Juneau Economic Development Council: Liaison Weldon said JEDC is working with a local videographer to create promotional videos about recreation and arts and culture. They are working to raise funds with JCF and UAS for the UAS Teacher of Excellence fund and

they are hosting a statewide discussion about growing the "ocean cluster" at JEDC on August 22 and collaborating with DBA, JCVB and AEYC to encourage winter windows for the winter season downtown. The next meeting is Sept. 6 or 13.

Aquatics Board: Liaison White said the Aquatics Board provided its annual report to the Assembly Human Resources Committee.

Lands Committee: Chair White said the next meeting is tentative for August 28.

Planning Commission: Liaison White said the August 22 meeting was cancelled and the next meeting is set for September 12 to discuss a rezone for Front St. in Douglas, a review of the extension of the West Douglas Road and a drainage easement for an apartment building near Bartlett Hospital.

Assembly Task Force on Homelessness: Chair White said the next meeting is set for August 29 and the meeting on August 22 was cancelled.

Alaska Municipal League: Ms. White attended AML in Haines. Speakers included Fred Parady, Larry Persily and Governor Walker, who was quite engaged and attentive to the comments of the membership. An auction benefited a local Haines charity, a safehouse for women called Becky's Place.

Bartlett Hospital Board: Liaison Gladziszewski said the next meeting was August 22.

Parks and Recreation Advisory Committee: Liaison Gladziszewski said the last meeting was a tour of CBJ parks and the next meeting is set for September 5.

Juneau Commission on Sustainability: Liaison Gladziszewski said the next meeting is a subcommittee on August 30 to review the transmittal letter with the energy report to the Assembly.

Human Resources Committee: Chair Jones said the HRC heard annual reports from the Aquatics Board, the ADA Committee and the Youth Activities Board. Hearing no objection, the Assembly accepted the following recommendations from the HRC and appointed the following board members:

Americans with Disabilities Act:

Reappointment of Marianne Mills, Ross Douglas and Allen Hewitt to terms expiring August 31, 2020;

Historic Resources Advisory Committee:

Reappointment of Myra Gilliam to a term expiring June 30, 2020;

Juneau Commission on Sustainability:

Appointment of Christine Woll and Kaley Bangston to terms expiring June 30, 2020;

Youth Activities Board:

Reappointment of Joyce Vick to a term expiring August 31, 2020.

Mr. Jones thanked John White who was ending after 16 years of service on the Youth Activities Board.

Downtown Business Association: Liaison Jones said that DBA appointed Kenny Soloman as its representative to the Assembly Task Force on Homelessness. The Neighborhood Day was well attended at the JACC. The next meeting is set for September 12.

Airport Board: Liaison Jones said that David Epstein is the new chair. The Board is working on promoting the benefits to the community of the economic impact of the airport and the issues with parking in the front of the airport and will be working with PIO Lisa Phu to help get the word out.

Local Emergency Planning Committee: Liaison Jones said the next meeting is set for September 13 and the Preparedness Expo will be September 15 and 16. They are asking for "survivor stories" from community members.

UAS Campus Council: Liaison Kiehl said the next meeting is set for September 11.

Alaska Municipal League: Liaison Kiehl reported on attendance at the AML meeting in Haines and said the Conference of Mayors plans to take a stronger role to push the legislature to develop a fiscal plan soon. Mayor Kassel of Fairbanks presented on a commercial business owners' energy assistance program which has great potential and Anchorage, Fairbanks and Juneau may be able to work together on this. Haines did a great job welcoming everyone.

Finance Committee: Chair Kiehl said the next meeting is set for September 13 and the committee will hear from the working group regarding the Southeast Senior Services Inc. request for a funding package for senior assisted living and memory care. A future finance meeting will look at the ownership of the electric utility issue. Staff will report at a high level on pros and cons before any discussions are initiated. Ms. Weldon and Ms. Gladyszewski expressed concerns about spending staff time on this issue. Ms. Becker said she was interested in hearing more information. Mr. Watt said the goal is to identify the structural issues that advantage certain types of ownership and structuring of the existing debt. This is identifying the big picture issues of interest to the Assembly and the public.

Public Works and Facilities Committee: Chair Becker said the August 28 meeting was cancelled.

Chamber of Commerce: Liaison Becker said she attended several events to hear author Mark Laughton speak.

Docks and Harbors Board: Liaison Becker said the next meeting is set for August 23. The Port Director is meeting with DOT to advocate for a Tiger Grant for a new lift. The NOAA agreement is complete with D&H and UAS. An application was submitted to the Corps of Engineers for the for-hire floats at Statter Harbor. The downtown planning effort is underway and will be before the board for final approval on November 30.

Assembly Public Safety Task Force: Chair Nankervis said the group met August 9, made introductions, assigned homework, and the next meeting will be set for September 7.

Committee of the Whole: The August 28 meeting was cancelled.

C. Presiding Officer Reports

None.

XIIIASSEMBLY COMMENTS AND QUESTIONS

Ms. Becker asked the Assembly and audience to look at the Herb Bonnett painting by Herb Bonnett, who recently passed away and said it was a welcome remembrance of him.

Mr. Kiehl attended the Helping Hands dinner/auction and Filipino community annual scholarship awards dinner.

Mr. Jones noted the Docks and Harbors workshops to discuss planning for the Seawalk areas from Marine Park to Taku Dock. The first workshop is August 29 and he was hoping for a good turnout.

Mr. Jones thanked the Assembly for the support of the Juneau Commission on Aging (JCOA) and noted the sunset dates in the resolution. He distributed a letter that will invite people providing services to seniors to a meeting about the JCOA and to recruit members, and hearing no objection from the Assembly, the letter will be sent.

Mr. Jones asked about tax collection from businesses such as Air BNB and said he had concerns about how the sales tax office is monitoring and auditing this industry.

Ms. White noted receiving correspondence about drainage issues on Vista Drive and said she passed that letter on to the city manager. She noted the pending retirement of "Juneau's kindest police officer," Kris Sell, on August 31.

XIV.CONTINUATION OF PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

None.

XV. EXECUTIVE SESSION

None.

XVI.ADJOURNMENT

There being no further business to come before the Assembly, the meeting adjourned at

9:12 p.m.

Signed: _____
Laurie Sica, Municipal Clerk

Signed: _____
Kendell D. Koelsch, Mayor

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-19

An Ordinance Amending the Uniform Sales Tax Code to Expand the Senior Citizen Sales Tax Exemption.

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

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

Section 2. Amendment of Section. CBJ 69.05.045 Senior citizen sales tax exemption, is amended to read:

69.05.045 Senior citizen sales tax exemption.

(a) Anyone 65 years of age or older who is a resident of the state and of the City and Borough may apply for and be issued by the manager a senior citizen sales tax exemption card, which entitles the cardholder and the cardholder's spouse to be exempt from sales tax for the sales of essential food, household supplies, personal care items, and utilities that are solely for the personal use or consumption of the cardholder or the cardholder's spouse.

...

(g) As used in this section, "essential food, household supplies, personal care items, and utilities" means:

- (1) Sales of "food"; ~~as defined by the Food and Nutrition Act of 2008, 7 USC § 2012(e)~~

(A) As defined by the Food and Nutrition Act of 2008, 7 USC § 2012(c); and

(B) Prepared food sold for immediate consumption on or off the seller's premises by an eligible retail food store. For purposes of this section:

(i) A food store is an "eligible retail food store" if the seller is not primarily engaged in the business of selling meals, and where the gross receipts derived from the sale of food prepared by or for all of the seller's establishments for immediate consumption on or off the premises of the seller's establishments constitutes less than twenty percent of the total gross receipts of sales at the establishments.

(ii) "Prepared food" means:

a) Food that is sold in a heated state or food that is heated by the seller;

b) Food where two or more food ingredients are mixed or combined by the seller for sale as a single item; or

c) Food sold with eating utensils provided by the seller such as plates, knives, forks, spoons, glasses, cups, napkins, or straws.

(2) Sales of electricity by a utility for use at the cardholder's principal place of abode;

(3) Sales of heating fuel, including wood, wood pellets, and fuel oil, for use at the cardholder's principal place of abode;

(4) Sales of water and wastewater service by the City and Borough of Juneau for service at the cardholder's principal place of abode; ~~and~~

(5) Sale of residential curbside refuse and recycling collection at the cardholder's principal place of abode and the use of landfill facilities by the cardholder or cardholder's spouse;

(6) Sales of household supplies. "Household supplies" for purposes of this section means disposable paper products and cleaning supplies such as toilet paper, paper towels, facial tissue, laundry detergent, bleach, and dishwashing soap, for use at the cardholder's principal place of abode; and

(7) Sales of personal care items. For purposes of this section, "personal care items" means toiletries customarily used for grooming purposes or to maintain personal cleanliness, such as soap, shampoo, toothpaste, deodorant, and hand-sanitizer. "Personal care items" does not include cosmetics or other similar products.

Section 3. Amendment of Chapter. Chapter 69.05.046 Rebate for qualifying senior citizens, is amended at subsection (a) to read:

69.05.046 Rebate for qualifying senior citizens.

(a) Any individual who qualifies for a senior citizen sales tax exemption shall qualify for a hardship rebate if the criteria set forth in this section are met. Applicants shall be entitled to a ~~\$325.00~~ \$300.00 rebate every year the applicant qualifies. Rebates for approved applications shall be remitted by September 30.

Section 4. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-26

An Ordinance Authorizing the Manager to Dispose of Lot 4 and Lot 5 of the Renninger Subdivision.

WHEREAS, the City and Borough of Juneau recently subdivided a portion of USS 5504 into six buildable lots, known as Renninger Subdivision (Plat No. 2015-47); and

WHEREAS, this property has been included for disposal in the 2016 Land Management Plan, adopted May 23, 2016; and

WHEREAS, the Lands Committee, at its meeting on May 1, 2017, and the Planning Commission, at its meeting on July 25, 2017, both passed a motion of support for a sealed competitive bid sale of Lots 4 and 5 of the Renninger Subdivision and, if a sealed competitive bid sale is unsuccessful, an over-the-counter sale of the lots; and

WHEREAS, the disposal of Lot 4 and Lot 5 will assist the Assembly in meeting its goals of providing land for the creation of additional units to the Juneau community.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Authorization to Convey. The Manager is authorized to dispose of Lot 4 and Lot 5 of the Renninger Subdivision (Plat No. 2105-47, Juneau Recording District, State of Alaska).

Section 3. Title 53 and Land Management Plan. The sale of these lots are deemed to comply with the intent of, and meet or exceed the standards set forth in CBJ Title 53, which prescribes the process for disposing of City and Borough land, and CBJ Ordinance 2016-18, which adopted the City and Borough's Land Management Plan.

Section 4. Method of Sale. The lots shall be offered for sale by sealed competitive bid to the highest qualified bidder using the process provided for in CBJ 53.09.200 and 53.09.250, except as provided for herein.

Section 5. Minimum Bid. Minimum bids for each lot sold shall be \$412,000 for Lot 4; and \$382,000 for Lot 5.

Section 6. Bid. Bids must be accompanied by an earnest money payment in the amount of \$500.

Section 7. Competitive Bid Procedures. The qualified bidder having the highest bid amount will be named the apparent high bidder.

Section 8. Award.

(a) Apparent high bidders will be sent an "Award Notification" letter by certified mail. The letter shall provide the successful bidders 30 days to submit the following:

- (1) Completed Declaration of Intent;
- (2) A non-refundable \$150.00 document-handling fee;
- (3) Notwithstanding CBJ Title 53, a down payment equal to ten percent of the bid amount. The \$500 earnest money submitted with the bid shall be applied toward the down payment;
- (4) If a business or business entity, proof of current business license in the State of Alaska, and proof of signatory authority of the person submitting the bid;
- (5) Selection of title company to handle closing; and
- (6) Any other documents or items requested in the Award Notification letter.

(b) If a successful bidder fails to comply with the requirements in the Award Notification letter, the bidder shall forfeit the \$500 earnest money and all rights to the parcel, and the second highest bidder will then be awarded the opportunity to purchase the parcel.

(c) Notwithstanding CBJ Title 53, a bidder may purchase more than one parcel. Only the highest bid amount for each parcel will be made public. All other bids will remain confidential until after closing. Earnest money shall be returned to unsuccessful bidders.

Section 9. Title Insurance and Closing Costs. Purchasers shall be required to purchase title insurance and pay all closing costs.

Section 10. Payment and Financing. Purchasers of City and Borough parcels may elect to use City and Borough financing, paying the balance owed over a period of ten years, in annual, quarterly, or monthly payments at an annual interest rate of ten percent. The City and Borough shall not subordinate its security interest to other lenders. No bidder or purchaser may sell or assign his or her interest in a parcel until the City and Borough has been paid in full.

Section 11. Reoffering. Should the competitive bid process fail to result in the sale of one or both lots, the Manager may offer the lots for sale by an over-the-counter sale, held in accordance with CBJ 53.09.200 and 53.09.240.

Section 12. Other Terms and Conditions. The Manager may include such other terms and conditions as may be in the public interest and in accordance with CBJ Title 53.

Section 13. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
 Introduced:
 Drafted by: A. G. Mead

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-27

An Ordinance Authorizing the Manager to Convey Lot 2 of the Renninger Subdivision to the Alaska Housing Development Corporation.

WHEREAS, the City and Borough of Juneau subdivided a portion of USS 5504 into six buildable lots; and

WHEREAS, this property has been included for disposal in the 2016 Land Management Plan, adopted May 23, 2016; and

WHEREAS, on April 26, 2017, the Alaska Housing Development Corporation (AHDC) submitted an application to purchase Lot 2 for fair market value through direct negotiations; and

WHEREAS, on April 27, 2017, AHDC submitted a letter discussing the organization's interest in purchasing Lot 2 to allow the City and Borough to satisfy one of its primary goals of providing affordable housing in a neighborhood setting; and

WHEREAS, the Lands Committee, at its meeting on May 1, 2017, passed a unanimous motion of support of the negotiated sale of Lot 2, Renninger Subdivision to AHDC; and

WHEREAS, the Assembly, at its meeting on May 15, 2017, passed a unanimous motion of support authorizing the manager to enter into negotiations for the disposal of Lot 2, Renninger Subdivision with AHDC at fair market value; and

WHEREAS, the Planning Commission, at its meeting on July 25, 2017, reviewed and approved the disposal of Lot 2, Renninger Subdivision to AHDC while encouraging the development of the maximum practical number of units per lot; and

WHEREAS, AHDC has repeatedly demonstrated its commitment to developing affordable housing in Juneau, recently purchasing Lots 6 and 7 of the Renninger Subdivision as part of this continual effort.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Authorization to Convey. The Manager is authorized to execute an agreement for the sale of Lot 2 of the Renninger Subdivision to AHDC.

Section 3. Conditions of Sale. Conveyance of Lot 2, Renninger Subdivision shall be pursuant to a land sale agreement, which must include the following terms:

(A) The purchase price for Lot 2 shall be \$204,000, the appraised fair market value.

(B) AHDC shall be required to purchase title insurance and pay all closing and recording costs.

(C) AHDC may elect to use City and Borough financing, paying the balance owed over a period of ten years, in annual, quarterly, or monthly payments at an annual interest rate of ten percent. If AHDC elects City and Borough financing, AHDC shall pay a down payment equal to five percent of the purchase price at closing. The City and Borough shall not subordinate its security interest to other lenders. AHDC shall not sell or assign its interest in a parcel until the City and Borough has been paid in full.

Section 4. Other Terms and Conditions. The Manager may include such other terms and conditions as may be in the public interest and in accordance with CBJ Title 53.

Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
 Introduced: Sept. 11, 2017
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-09(AS)

An Ordinance Appropriating to the Manager the Sum of \$3,206,100 as Partial Funding for Various Departments' Fiscal Year 2017 Operating Budgets; Funding Provided by the General Fund's Fund Balance and Other Funds' Fund Balances.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$3,206,100 for the following Departments' Fiscal Year 2017 operating budgets:

<u>Department</u>	<u>Amount</u>
Bartlett Regional Hospital (BRH)	\$2,700,000
Docks	176,400
Human Resources	10,100
Risk	<u>319,600</u>
Total	\$3,206,100

Section 3. Source of Funds

<u>Department</u>	<u>Source of Funds</u>	<u>Amount</u>
Bartlett Regional Hospital	FY17 Revenues Exceeding Budget	\$2,700,000
Docks	FY17 Revenues Exceeding Budget	176,400
Human Resources	General Fund's Fund Balance	10,100
Risk	FY17 Revenues Exceeding Budget	<u>319,600</u>
Total		\$3,206,100

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
 Introduced: Sept. 11, 2017
 Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-09(AT)

An Ordinance Appropriating to the Manager the Sum of \$1,707,389 to Fund the City and Borough of Juneau's Fiscal Year 2017 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$1,707,389 to fund the City and Borough of Juneau's fiscal year 2017 Public Employee Retirement System contribution distributed as follows:

General Fund:

Mayor & Assembly	\$ 632
Law	43,620
Manager's Office	39,057
Clerk's Office	8,413
Management Information Systems	50,071
Libraries	62,411
Human Resources	21,075
Community Development	74,195
General Engineering	69,674
Building Maintenance	37,046
Finance	124,523
Arboretum	3,459
Parks and Landscape	10,088
Total General Fund	<u>\$ 544,265</u>

Special Revenue Funds:

Capital Transit	\$ 119,135
Lands and Resources	11,087
Eaglecrest Ski Area	21,802
Streets	68,638
Parks and Recreation	89,891
Police	323,085
Capital City Fire	177,020
Visitor Services	14,422
Total Special Revenue Funds	<u>825,079</u>

Enterprise Funds:

Airport	79,732
Bartlett Regional Hospital	4,452
Harbors	38,877
Docks	38,726
Water	35,918
Wastewater	100,777
Waste Management	<u>5,273</u>
Total Enterprise Funds	<u>303,755</u>

Internal Service Funds:

Public Works Fleet	18,662
Self-Insurance	<u>15,627</u>
Total Internal Service Funds	<u>34,289</u>

Total Appropriation **\$ 1,707,389**

Section 3. Source of Funds

Alaska Department of Administration \$ 1,707,389

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

Adopted this ____ day of _____, 2017

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 11, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-09(AU)

An Ordinance Appropriating to the Manager the Sum of \$1,525,643, to Fund Bartlett Regional Hospital's Fiscal Year 2017 Public Employee Retirement System Contribution; Funding Provided by the Alaska Department of Administration.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$1,525,643 to fund Bartlett Regional Hospital's fiscal year 2017 Public Employee Retirement System contribution.

Section 3. Source of Funds

Alaska Department of Administration	\$ 1,525,643
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this ___ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 11, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2016-09(AV)

An Ordinance De-appropriating the Sum of \$180,000 of the Parks and Recreation Program's Fiscal Year 2017 Operating Budget; Such Funds to be Returned to the General Fund's Fund Balance.

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

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

Section 2. De-appropriation. The sum of \$180,000 of the Parks and Recreation's Fiscal Year 2017 operating budget is de-appropriated.

Section 3. Source of Funds.

General Fund's Fund Balance	\$ (180,000)
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this __ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 11, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(F)

An Ordinance Appropriating to the Manager the Sum of \$6,600 as Funding for the Juneau Public Libraries; Grant Funding Provided by the Alaska State Library.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$6,600 for the purpose of implementing the NASA@ My Library STEM education initiative.

Section 3. Source of Funds

Alaska State Library: \$6,600

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 11, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(G)

An Ordinance Appropriating to the Manager the Sum of \$7,842 as Funding for the Planning and Design of Historical Interpretive Sign Panels at the Treadwell Mine Historic Park; Grant Funding Provided by the Alaska Department of Natural Resources, Office of History and Archeology.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$7,842 for the purpose of planning and design of historical interpretive sign panels at the Treadwell Mine Historic Park.

Section 3. Source of Funds

Alaska Department of Natural Resources,
Office of History & Archaeology:

\$7,842

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 18, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(H)

An Ordinance Appropriating to the Manager the Sum of \$281,020 as Funding for the Juneau International Airport RSA IIB (NW Quad Design & Construction) Capital Improvement Project; Funding Provided by the Federal Aviation Administration.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$281,020 as Funding for the Juneau International Airport RSA IIB (NW Quad Design & Construction) Capital Improvement Project.

Section 3. Source of Funds

Passenger Facility Charges: \$281,020

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 18, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(I)

An Ordinance Appropriating to the Manager the Sum of \$100,000 as Funding for the Housing and Homelessness Services Coordinator; Grant Funding Provided by the Alaska Mental Health Trust Authority.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$100,000 for the Housing and Homelessness Services Coordinator Position in the Manager's Office.

Section 3. Source of Funds

Alaska Mental Health Trust Authority	\$100,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: Sept. 18, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(J)

An Ordinance Appropriating to the Manager the Sum of \$2,011,000 as Funding for the Juneau International Airport Taxiway A Rehabilitation Design and Taxiways E and D-1 Re-alignment Design Capital Improvement Project; Funding Provided by the Federal Aviation Administration and the Juneau International Airport.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$2,011,000 as Funding for the Juneau International Airport Taxiway A Rehabilitation Design and Taxiways E and D-1 Re-alignment Design Capital Improvement Project.

Section 3. Source of Funds

Federal Aviation Administration:	\$1,979,062
Airport Fund Balance:	\$ 31,938

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: A. G. Mead

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2806

A Resolution Ratifying the Labor Agreement between the City and Borough and the International Association of Fire Fighters.

WHEREAS, the negotiating team representing the City and Borough has reached a tentative agreement with the negotiating team representing the International Association of Fire Fighters Local 4303; and

WHEREAS, the union representing those bargaining unit employees has reported that its member employees have ratified the proposed agreement; and

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

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

Section 1. The proposed Labor Agreement, to be in effect for a three-year period beginning July 1, 2016, through June 30, 2019, between the City and Borough of Juneau and the International Association of Fire Fighters Local 4303, is hereby ratified by the Assembly.

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

Adopted this ____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk



HUMAN RESOURCES & RISK MANAGEMENT DIVISION

155 S. Seward St.
Phone: (907)586-0225 Fax: (907)586-5392
e-mail: Dallas.Hargrave@juneau.org

MEMORANDUM

Date: August 30, 2017

To: City Assembly

Thru: Duncan Rorie Watt
City Manager

From: Dallas Hargrave
Human Resources & Risk Management Director

Re: Request for Ratification of IAFF Tentative Agreement

The City and Borough of Juneau and the International Association of Fire Fighters (IAFF) reached tentative agreement on a three-year collective bargaining agreement on July 13, 2017. The contract will take effect on July 1, 2016 and conclude on June 30, 2019; however, terms will take effect prospectively after ratification.

The IAFF held a ratification vote over the last month, and on August 20, 2017 IAFF reported that the membership ratified the collective bargaining agreement after a vote count.

The tentative agreement contains housekeeping changes, some changes relating to terms and conditions of employment, a lump sum payment in fiscal year 2018 (second year), and economic terms reopener provisions in the third year. I have attached a summary sheet of changes for your review.

Economic Changes:

All economic terms will be effective after ratification by both parties.

Wages and Pay:

FY17: No increases.

FY 18: The parties agreed to a \$1700 lump sum payment per employee for full time employees employed on July 1, 2017. Seasonal or part time employees will receive a prorated lump sum based on the percentage of full time equivalent (FTE) budgeted for fiscal year 2018. It is estimated that the total cost of this lump sum payment is \$92,820. Additionally, the cost of the language change regarding merit anniversary dates not changing is estimated to be \$6,000.

FY19: The parties did not bargain a wage increase; however, either party may request to reopen negotiations regarding wages by November 15, 2017. The cost of the language change regarding merit anniversary dates not changing is estimated to be \$6,000.

Health Insurance

FY17: There was no increase to the employer's contribution for health care from the FY16 rate of \$1260 per full time eligible employee, per month.

FY18: There will be no increase to the employer's contribution for health care from the FY17 rate of \$1260 per full time eligible employee, per month.

FY19: There will be no increase to the employer's contribution for health care from the FY18 rate of \$1260 per full time eligible employee, per month. However, either party may request to reopen negotiations regarding health insurance by November 15, 2017.

Operational Changes:

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

Conclusion:

Overall, contract negotiations were constructive and took approximately a year and a half. The parties met regularly with both parties discussing issues and resolving problems. Although a previous tentative agreement was reached in the spring of 2017, the union membership did not ratify that tentative agreement. Rich Ethridge, Chad Cameron, Dan Jager, and Shannon Ely participated on the bargaining team.

Request for Action:

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

IAFF/CBJ Contract Negotiations

Tentative Agreement Summary of Changes

Effective July 1, 2016 through June 30, 2019

Article	Language Impact
Article 2 – Recognition	2.2 Housekeeping change to properly reflect that the Engineer job class is in the bargaining unit. 2.3 If a new job classification or position is created within the bargaining unit or a position is removed from the bargaining unit, IAFF will be notified of the changes with 10 days of the change.
Article 6 – Union Membership	6.9 Requests for union business leave shall be made to the Fire Chief with a much notice as possible. Leave requested with less than three days' notice will be denied if approval could result in overtime or missing mandatory training.
Article 9 – Safety	9.4 An injured employee must submit a written release from a physician prior to returning to work. 9.5 An injury leave program that is similar to that available in the PSEA agreement is made available to IAFF members on a trial basis for the term of the collective bargaining agreement. If a bargaining unit member suffers a serious injury in the line-of-duty (for specific types of emergency services work) and is unable to perform their job duties, that bargaining unit member may receive up to 12 months of injury leave. The employer may assign a bargaining unit member on injury leave other job duties that the member is fit to perform.
Article 10 – Uniforms, Tools, and Equipment	10.1 Housekeeping lists of provided uniform and equipment items to reflect what is actually being provided. 10.6 Removal of vehicle washing supplies from supply list so as not to create the impression that supplies will be provided to wash personal vehicles.
Article 11 – Hours of Work	11.1 Incorporating and clarifying Letter of Agreement language regarding shift trades into the collective bargaining agreement. Increasing the ability of management to do temporary assignments beyond six weeks after consultation with the union. 11.3 Clarifying language regarding when overtime applies to days assigned to training.

Article 13 – Pay Schedule	13.1 There will be no adjustments to the pay schedule, unless they are bargained under the re-opener provision of Article 25. All full-time employees who are employed on July 1, 2017 shall receive a lump sum payment of \$1700 on the payday of the first full pay period after ratification of the agreement. Seasonal and part-time employees shall receive a prorated lump sum payment. Incorporation of the current wage for Step 6 of the Firefighter/EMT II job classification at \$23.61 per hour. 13.2 Merit anniversary dates will shall not change once established. 13.3 All bargaining unit members who promote to a related position in a higher job classification or salary range shall be placed in the new pay range at the step they currently occupy. 13.3.5 Addition of language regarding defining a probationary period for promoted employees. A promoted employee will serve a probationary period in accordance with the Personnel Rules, except that the merit anniversary date shall remain unchanged, and the probationary period for an employee promoted beyond the entry level of a flexibly staffed job classification shall complete probation upon completion of the preceptorship. 13.4 Housekeeping changes 13.5 A change of maximum compensatory time balance from 100 hours to 150 hours. 13.6 Clarification of when a Firefighter who is temporarily assigned the duties of an Acting Captain applies. 13.11 Changes to Professional Pays (Pro Pays): • Terminology change from the term “All Hours Worked” to “Base Wage Adjustment”. • Removal of Team Coordinator pro pay for the Medevac Team, Medevac Team pro pay, Peer EMS Reviewer pro pay, and Engineer or Captain covering as a primary paramedic pro pay. • Addition of Peer Fitness Trainer pro pay, Volunteer Station Manager pro pay, EMS Instructor pro pay, Initial Paramedic pro pay, and Advanced Paramedic pro pay. • Change in Expanded Scope pro pay from lump sum to percentage. • Restated, clarified, and modified definitions of Professional Pays as necessary.
Article 15 – Leave	15.1 Housekeeping change to incorporate Engineer job classification. 15.9 Housekeeping change to reflect current Standard Operating Guideline. 15.11 and 15.20 Removal of language regarding banked medical leave as it is no longer applicable.
Article 16 – Health Benefits and Employee Wellness	16.1 The employer health insurance contribution remains at \$1260 per month for FY 2017 and FY 2018. The employer health insurance contribution for FY 2019 is subject to the economic terms reopener. 16.5 Increase in flexibility of the makeup of the Health Committee to be representative of those who

CBJ/IAFF Tentative Agreement Summary of Major Changes
September 11, 2017

	participate in the health insurance plan.
Article 20 – Promotions, Special Team Appointments and Voluntary Demotions	20.1 Lowering the notice requirement for promotional testing when the materials are unchanged from 90 days to 30 days.
Article 21 – Bargaining Unit Seniority	21.1 Clarification regarding bargaining unit seniority is calculated and applied.
Article 25 – Duration of Agreement	Three year agreement in which either party can request to reopen the third year (FY2019) for economic purposes (leave, pay, health benefits) only.

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H. A. H.
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COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY AND BOROUGH OF JUNEAU, ALASKA

And

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL
4303
AFL-CIO

| ~~May 13, 2013~~ July 1, 2016 – June 30, 2016 2019

COLLECTIVE BARGAINING AGREEMENT
Between the
CITY AND BOROUGH OF JUNEAU, ALASKA
And the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4303
~~May 13, 2013~~ July 1, 2016 – June 30, 2019~~6~~

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ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

RECOGNITION

2.1 – Recognition

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for Fire Captains, Firefighter/Paramedics, Firefighter/EMT I, II and IIIs, Firefighter Mechanics, EMS Training Officer, Engineer and Fire Training Officer, including seasonal and long term temporary appointments for the purposes of collective bargaining.

2.2 - Union Representation

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

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

2.3 – New Positions

In the event that new positions or titles are created within Capital City Fire/Rescue and a dispute arises regarding representation, the Personnel Board (CBJ 44.05.060) shall determine the appropriate bargaining unit status.

The Union shall be notified of all new positions and job classifications created within the bargaining unit within ten (10) days of such action. The notifications shall include a copy of any changes to class specifications.

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

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2.4 – Changes to Class Specifications or Position Descriptions

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

ARTICLE 3

NON-DISCRIMINATION

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

ARTICLE 4

INTERPRETATION

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

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

ARTICLE 5

MANAGEMENT RIGHTS

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

ARTICLE 6

UNION SECURITY AND ACTIVITIES

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6.1 – Union Membership

Membership in the Union shall be optional. Those employees electing not to become members of the Union shall be required by the Union to pay a service fee to the Union for the expense of representation.

Employees who fail to meet this requirement shall be subject to discharge unless that employee has a bona fide religious exemption in accordance with 6.4 of this Article. It shall be the Union's obligation to notify the Employer when an employee has failed to comply with the provisions of this section.

6.2 – Payroll Deductions

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

6.3 – Limitations

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

6.4 – Religious Exemption

Employees whose bona fide religious convictions preclude the payment of union dues or fees shall contribute an amount equal to such dues or fees to a non-religious charitable organization that is acceptable to the Union. Documentation of such contribution shall be required on a monthly basis.

6.5 – Union Activities

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

6.6 – Bulletin Boards and E-mail

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

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

6.7 – Union Representative

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

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

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

6.8 – Discharge Notice

The Employer shall provide the Union with a copy of any discharge notice when the authorized Union representative requests such a copy.

6.9 - Union Business Leave Account

- A. The Employer agrees to deduct from each bargaining unit member 0.385 hours of personal leave each bi-weekly pay period.
- B. The employee's leave shall be converted to a cash amount equal to the employee's hourly regular rate of pay.
- C. The cash amount shall be deposited in to a bank account held by the IAFF Local 4303 on a quarterly basis. The purpose of the account shall be to fund union business activities authorized by IAFF Local 4303 representatives.

D. The Secretary/Treasurer of IAFF Local 4303 shall inform the supervisor of payroll if the union leave bank account number should change, and provide a new account number. The IAFF Local 4303 shall assume any legal liabilities and reporting obligations associated with the use of these funds.

D.E. Written requests for union business leave shall be made by the IAFF Local 4303 President or a member of the Executive Board to the Fire Chief or designee with as much notice as possible. If the request for business leave is not made within three (3) calendar days of the need for leave, and the impact of granting

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the leave request would result in mandatory overtime or an employee missing mandatory training, then the request may be denied.

ARTICLE 7

EMPLOYEE RECORDS

7.1 - Location

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

7.2 - Access

Any information contained within an employee's personnel file shall be held confidential. Access to the file by any person outside the Human Resources Office shall require a record of that access and will be limited to persons who clearly have a need to know the information to perform their official duties with the City and Borough. Access to the file by anyone outside of the City and Borough shall be in accordance with applicable state and federal laws or as ordered by a court of competent jurisdiction.

7.3 - Employee Access

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

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

7.4 – Evaluations

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

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ARTICLE 8

LIABILITY

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

The Employer will not share the liability for an employee's actions when it is found that the employee did not act in good faith; or, failed to act according to instructions; or, failed to exercise due care and diligence.

ARTICLE 9

SAFETY

9.1 - Mutual Concern

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

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

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

9.2 - Equipment and Work Areas

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

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

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

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

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

9.4 - On-The-Job Injury

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

9.5 – Injury Leave

- A. The Union and Employer jointly agree that the intent of this provision is to recognize the unique nature of emergency services work and is meant to protect and support employees in the event of a line-of-duty injury during a given year. It is further understood by both parties that all other work-related injuries, which qualify an employee for Worker's Compensation will not be covered under this provision and will be handled through the City's standard Workers' Compensation process.
- B. Employees performing emergency services may qualify for injury leave in the event of a serious injury received in the line-of-duty. Injury leave will be granted for up to twelve (12) consecutive months from the date of initial injury for a regular full-time department

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employee who has suffered a serious injury in the line-of-duty and which qualifies them for Workers' Compensation. For purposes of this provision "line-of-duty injury" means a duty related injury that meets the requirements of the Alaska Workers' Compensation Act and is also:

1. An injury received due to the actions of another person; or
2. An injury received while responding to or working at a reported emergency; or
3. An injury received while operating or riding in an emergency vehicle.

This section does not apply to psychological injuries.

- C. Injury leave will not be available to an employee who has received a line-of-duty injury due to his or her own negligence.
- D. All Workers' Compensation payments made to the employee must be turned in to the City within 2 business days of receipt.
- E. An employee on injury leave will be paid at his or her base rate of pay (range and step) in effect on the date of the qualifying injury and will normally be assigned to a 40 hour workweek. An employee will not be required to use personal leave while on injury leave, unless he or she would not be ready, willing and able to return to work (absent the injury). An employee will only accrue leave while he or she is in work status. The Employer will continue to provide employer's portion of the health insurance contribution while the employee is on injury leave. Injury leave may be granted for a maximum period of 12 consecutive months. Family Medical leave entitlement shall run concurrently with Injury Leave.
- F. During periods of injury leave, employees may be assigned work at the discretion of the department unless such work assignments adversely affect the nature of the injury. If there is a disagreement between the City and the employee as to whether the employee is able to perform the work assigned, such disputes shall be submitted to and resolved by a health care professional selected by the Employer. The decision of this health care professional as to whether the employee is able to perform the work assigned will be determinative, so long as the decision is not arbitrary, capricious, or made in bad faith. If an employee disagrees with a determination of the health care professional that the employee is capable of performing the work assigned, the employee may elect to decline the assignment, which will terminate the employee's entitlement to paid injury leave under this provision. If the employee is unable to return to full duty within twelve months, or if the employee retires, effectively relocates from the community, takes other employment, or otherwise takes an action that would effectively remove the employee's ability to return to service, the Employer's obligation under this provision shall terminate.
- G. The parties recognize that management may eliminate open leave slots in response to placing an employee on injury leave in order to reduce the impact of staffing shifts with overtime assignments.

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Article 9.5 will be in place for the period of the collective bargaining agreement on at trial basis. At the expiration of the collective bargaining agreement, the parties will assess the use of injury leave and will only continue injury leave upon mutual agreement.

9.6 - Correcting Unsafe Conditions

- A. All unsafe equipment or working conditions that the employee cannot correct shall be immediately reported by the employee to the immediate supervisor.
- B. When the supervisor confirms the existence of an unsafe condition that cannot be immediately corrected, the supervisor shall reassign the employee to duties that are safe.
- C. The supervisor shall immediately inform the Fire Chief and Duty Officer in the event of a disagreement about the existence of an unsafe condition.
- D. The Fire Chief or a person designated by the Fire Chief shall request an immediate inspection by Employer's safety inspector or, if unavailable, another appropriate safety inspector.
- E. The opinion of the safety inspector shall be the final determination on any disagreement as to the existence of an unsafe working condition.
- F. The Employer may require employees to submit written reports on unsafe equipment or working conditions that affect assigned duties.
- G. The allegation of unsafe working conditions shall not be a pretext to avoid assigned duties.

9.7 – Occupational Injury Return to Work

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

- A. The bargaining unit member must notify the department of his or her intent to return to work, and be appointed to a position, within three years of his or her separation.
- B. The bargaining unit member's separating performance evaluation must have had an overall performance rating of "Acceptable" or better.
- C. The bargaining unit member must provide a fit for duty certification by a physician mutually agreeable to both parties. The bargaining unit member must be certified by the physician to perform all of the essential duties of the position, with or without a reasonable accommodation.

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- D. If the bargaining unit member was physically unable to maintain certification and licensure during the period of separation, once certified as fit to return to duty, he or she shall be given the opportunity to attend department sponsored training, provided attendance at that training is at no cost to the employer.
- E. The bargaining unit member will be eligible for any vacant position in the bargaining unit for which he or she meets the minimum qualifications, provided the vacant position is not a higher classification than the position the bargaining unit member previously held. The bargaining unit member will not be required to retest for the position, however, the employer may require that the bargaining unit member pass a physical agility test.
- F. Bargaining unit members appointed under these provisions will be placed at the step in the salary range that he or she previously earned. The bargaining unit member will serve a new probationary period upon appointment.
- G. If the bargaining unit member is appointed to a position in a lower classification than what he or she previously held, he or she shall be promoted to the first available position in the classification the employee held prior to separation.
- H. When there are bargaining unit members eligible for preferential appointment under the provisions of this Article and Section, and bargaining unit members eligible for preferential appointment due to layoff, the most senior of the two bargaining unit members will be appointed.

ARTICLE 10

UNIFORMS, TOOLS AND EQUIPMENT

10.1 - Uniforms & Equipment

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

- (a) Uniforms provided shall include at a minimum, two class B shirts, two pairs of pants, four class C cotton teeT shirts, one leather belt, one jacket or job shirt, one ball cap, one stocking cap, one pair of coveralls (upon employee request) and safety-toe station boots. Every effort shall be made to provide the full compliment of uniform items at time of hire. The Employer will provide laundry soap and laundry facilities where employees can launder their own uniforms.

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- (b) "Device" is defined as badges, nameplates, collar badges and other insignia as determined appropriate by the Fire Chief.
- (c) Upon hire, and as needed, employees will be provided a full set of bunker gear and a reserve set of bunker gear. EMS outer garments will be provided as needed.

The following equipment shall be provided:

- Two lengths of webbing
- Wire Cutters
- Wooden Door Caulks
- Six-in-One Screwdriver
- Helmet-mounted Flashlight
- Right-angle Flashlight
- Two Spanner Wrenches
- Utility gloves

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

All equipment must meet NFPA or industry standards. The R&D Committee may make recommendations to the Fire Chief on preferred brands or models. The Fire Chief shall retain final approval for the purchase of equipment.

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

10.2 – Wearing of Uniform

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

10.3 - Tool Allowance

- (a) Automotive mechanics who are required in writing by the Employer to provide their own hand tools will be paid an annual allowance of \$1000.00 for the purchase, replacement and repair of their own hand tools.
- (b) For current employees, the specified annual amounts shall be paid in advance by separate check to each employee during the month of July, except that employees who

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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 employee's anticipated work schedule, e.g., a seasonal employee who is budgeted to work for 7 months will receive 7/12 of the total relevant allowance.

- (c) New employees shall receive the relevant, pro-rated amount based upon what month they were hired within the fiscal year, e.g., an employee hired in October shall receive 9/12 of the total relevant allowance. This amount shall be included in the paycheck issued after the first full pay period.

10.4 - Repayment to Employer

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

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

10.5 – Employer's Tools, Property and Equipment

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

10.6 - Supplies, Furniture & Appliances

The Employer will provide the following:

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

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

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

All other items are the responsibility of the employees.

10.7 – Facilities

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

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

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

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

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

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

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

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ARTICLE 11

HOURS OF WORK

11.1 - Twenty-four Hour Rotating Shift Schedule

A. Definition

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

B. Trade Days

1. Subject to the approval of the Fire Chief or designee, and in accordance with Department policy, employees may trade scheduled shifts or portions of scheduled shifts with other employees. Time traded shall not be added to or subtracted from actual hours worked related to the Fair Labor Standards Act overtime threshold
2. Shift trades of less than twelve (12) hours shall be considered Standby trades. Standby trades may be approved up to and including hours currently being worked with the approval of the Fire Chief or designee. Standby trades shall not cause staffing levels to fall below staffing minimums or interfere with department operations or required training activities.
3. No bargaining unit member may work more than seventy-two hours without a minimum of a twelve hour break. The Fire Chief or designee may allow employees to work beyond with consideration to run volume during the said 72 hour continued work cycle.
4. Employees engaging in shift trades may exchange personal leave in lieu of working the owed trade day. The employee may opt to transfer leave hours from their account to the leave account of the person who assumed the trade. Each hour transferred between employees shall not undergo any monetary conversion based on employee pay rates.

3.5.

C. Temporary Assignment

Employees normally assigned to work a twenty-four hour shift schedule may be temporarily assigned to a schedule consisting of not more than thirty-seven and one-half (37½) hours per

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week. Employees so assigned shall receive their normal wage, benefits, (including accrual rates) and seniority accrual rate. Employees required or permitted to work in excess of thirty-seven and one-half (37½) hours but less than forty (40) hours per week shall be compensated at the straight time (thirty-seven and one-half hours) rate of pay. Employees who are required or permitted to work in excess of forty (40) hours per week while so assigned shall receive overtime based on the thirty-seven and one-half (37½) hour per week rate of pay. Temporary assignments shall normally last no longer than six (6) weeks, but may be extended for longer periods after consultation with the Union.

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

A. Definition

Employees not assigned to the twenty-four hour rotating shift schedule shall normally be assigned to work Monday through Friday, thirty-seven and one-half (37½) or forty (40) hours per week.

B. Temporary Work Schedule Assignment

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

11.3 - Assignment to Temporary Training Schedule

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

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

11.4 – Scheduling of Overtime

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- A. Voluntary Overtime shall be scheduled in accordance with the Standard Operating Guidelines in place at the signing of this contract.
- B. Overtime opportunities for employees assigned to a forty-two hour workweek will be offered first to members of the opposite crew. If members of the opposite crew are not available, overtime for coverage will be offered to employees assigned to 24 hour shifts according to SOG 51.0.

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

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

11.6 – Forty-two hour schedule

Employees assigned to work a forty two hour schedule will normally be assigned to work three twelve hour shifts and a six hour shift. Employees assigned to this schedule will be assigned to one of two work groups identified as “D” or “E” shift. Employees assigned to this schedule will have a 40 hour FLSA workweek.

ARTICLE 12

TRAINING

12.1 – Training Expenses Paid for by Employer

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

12.2 – Training Schedule

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

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

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

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

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

12.3 – Training Required for Current Position

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

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

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

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

12.4 - Employee Requested Training

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

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

12.5 - Pay Associated with Training

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

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ARTICLE 13

PAY RATES AND PAY DAYS

13.1 - Pay Schedule

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

A. There will be no adjustments to the pay schedule, unless they are bargained under the re-opener provision in Article 25.

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

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

~~A. Pay schedule adjustments~~

- ~~1. Effective July 1, 2013, the wage scale in effect shall be increased by 1%.~~
- ~~2. Effective with the first day of the first pay period after July 1, 2014, a new wage scale shall be adopted. Ranges 717 and 719 shall be increased by 1.5%. Step 6 for the Firefighter EMT II classification shall increase to \$23.38 an hour. Impact on other classifications and steps are outlined in Section "B" below.~~
- ~~3. Effective with the first day of the first pay period after July 1, 2015, the wage associated with Firefighter EMTII, Step 6 shall be increased by 1%. Ranges 717 and 719 shall be increased by 1%.~~

B. Pay Schedule Structure

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

1. The percentage increments between steps increments for the Training Officers and Fire Mechanic will remain unchanged from the pay scale in effect on July 1, 2013.
2. There shall be two salary ranges for Fire and EMS classifications: Firefighter and Captain. Step 6 of the Fire Captain range shall be 18% above Step 6 of the

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Firefighter/EMT II range (\$23.46 per hour). The dollar amounts of each step shall be based on a percentage of Step 6 of each range in the following manner:

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

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

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

13.2 - Merit Steps

- A. Merit increases are earned after a merit anniversary date is established and when a permanent employee meets the appropriate number of hours and months of continuous service and achieves an overall performance evaluation of "Acceptable" or better. Merit anniversary dates shall not change once established.
- B. A permanent employee is eligible for steps 2 through 6, after 12 months of continuous service.
- C. A permanent employee is eligible for steps 6 through 10, after 24 months of continuous service
- D. A merit increase shall be automatically awarded to a permanent employee on the employee's merit anniversary date unless the employee has been notified that management has performance concerns that may adversely affect the granting of an increase.

13.3 – Promoted Employee

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

13.3.5 Probationary Period

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

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

13.4 - Overtime

- A. Except as provided in Hours of Work - Article 11, overtime shall be paid for all hours assigned or permitted to work outside the regularly scheduled hours of work. The overtime rate of pay is time and one-half (1 ½) an employee's regular hourly rate except as provided in J below.
- B. Employees assigned to a thirty-seven and one-half (37 ½) hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day.
- C. For Employees assigned to a fifty-six (56) hour workweek, the minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in tenths of an hour.
- D. For thirty-seven and one-half (37 ½) or forty (40) hour workweek employees, overtime shall be calculated in tenth of an hour increments.
- E. The minimum call out shall be for two hours paid at the appropriate hourly rate. Employees called back to duty shall be required to remain on duty for a minimum of two hours, unless released by the Duty Officer or Fire Chief.
- F. Full time, year round permanent/probationary employees required to be transported by non scheduled aircraft in the course of providing emergency services shall be paid at

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their appropriate rate of pay and receive professional pay in accordance with Article 13.11. ~~plus a flat rate of \$200.00 for the call.~~

- G. For pay related to training, see Hours of Work – 11.3. Also, see 12.3.
- H. Emergency Call Back: Employees are authorized to respond automatically to All Call incidents and will be compensated a minimum of two hours call back per 13.4(E), or actual hours worked if the time worked exceeds two hours.
- I. Employees assigned to a forty-two hour workweek shall be entitled to overtime pay for hours worked in excess of 40 hours in a week or 12 hours in a day. The minimum overtime shall be for one full hour of pay when the employee is required to work beyond the end of the employee's shift. Work beyond one hour shall be paid in tenths of an hour.
- J. Full time, year round, permanent/probationary employees working mandatory overtime shifts to cover for ~~BLS a seasonal Firefighter/EMT_1~~ work will be paid 2x their hourly rate of pay for all hours worked in that assignment.
- K. The employer will endeavor to provide overtime opportunities in an equitable fashion to bargaining unit members.
- L. Probationary employees are eligible for overtime after successfully passing the EMS preceptor part of their probation for EMS and firefighting positions. Probationary employees will be placed on the OT eligibility list in such a fashion as to allow permanent employees the first opportunity to refuse voluntary overtime assignments.
- M. Overtime will be paid within the pay period that the overtime is worked.
- N. Salaried employees are not eligible for overtime.

13.5 - Payment of Compensatory Time

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

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

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

An employee's credited compensatory time may not exceed ~~100~~ 150 hours at the beginning of any pay period.

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

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

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

13.6 - Acting Captain Pay

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

For acting assignments of 10 shifts or more, members on the active promotional list will receive preference regardless of shift assignment. Acting assignments 9 shifts or less will be assigned to members on that station's shift with preference given to members on the active promotional list if at the same station/shift. The acting members will be approved by the Fire Chief or designee.
~~A Firefighter who is temporarily assigned the duties of an Acting Captain shall be paid one dollar and fifty cents (\$1.50) per hour in addition to the employee's regular hourly rate. Effective July 1, 2014, compensation for Acting Captain Pay shall be determined by the provisions of Article 13.11.~~

~~Personnel on the existing Captain's promotional list will be given preference when opportunities for acting assignments arise.~~

~~Salaried employees are eligible for the provisions of 10 PR 098, Acting in a Higher Range Pay.~~

13.7 - Standby Pay

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

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- D. If called out, the employee will be paid at the overtime rate and standby pay will cease during the call out.
- E. Standby duty is not counted as hours 'worked' relative to the provisions of the Fair Labor Standards Act.
- F. Employees are obligated to respond to a pager call in accordance with the provisions of Standard Operating Guideline 50.7.
- G. Salaried employees are not eligible for standby pay.

13.8 - Required Court Appearance

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

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

13.9 - Payday

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

13.10 – Examination of Pay Records

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

13.11 – Professional Pays

~~Compensation provided for professional pays shall be awarded in a lump sum payment from July 1, 2013 – the end of the pay period prior to the pay period beginning on or after July 1, 2014.~~

~~Effective with the first day of the first pay period on or after July 1, 2014, p~~Professional pays shall be compensated for according to the ~~table chart in 13.11 O~~below. Except where noted, Professional pays will be calculated as a percentage of Firefighter/EMT II pay scale: Range 727, Step 6. Professional pays added to an employee's hourly wage will be included in the employee's base rate of pay for the purposes of calculating overtime.

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

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- A. ~~Mechanics Certifications: Any employee allocated to the Fire Mechanic classification who possesses valid Emergency Vehicle Technician or Automotive Service Excellence Certificates shall be eligible for professional pay at the following rates:~~
- ~~1 certificate: \$50.00 per month~~
 - ~~2 certificates: \$75.00 per month~~
 - ~~3 certificates: \$100.00 per month~~
- B. ~~EMT-III Expanded Scope: A Firefighter EMT III who possesses an EMT-III Expanded Scope certification shall receive an additional \$75.00 per month lump sum payment for each month the employee has a valid certification.~~
- C. ~~An employee who is a member of a Technical (water and/or rope) Rescue Team shall receive an additional \$50.00 per month lump sum payment for each month the employee is assigned to the team. An employee may earn no more than \$75.00 per month if a member of both special teams.~~
- D. ~~An employee who is a member of a Hazmat Team shall receive an additional \$50.00 per month lump sum payment for each month the employee is assigned to the team.~~
- E. ~~An employee who is designated at a Team Coordinator for Special Teams, HazMat, or Medevac teams shall receive a \$100.00 per month lump sum payment for each month the employee is assigned that duty.~~
- F. ~~An employee who is a designated Preceptor for full time staff shall receive an additional \$25.00 for each shift in which he or she is functioning as a Preceptor.~~
- G. ~~An employee who is designated as the EMS Supply Coordinator shall receive an additional \$50 per month lump sum payment for each month the employee is assigned that duty.~~
- H. ~~A Captain or an Engineer who possesses a valid Paramedic certification shall receive an additional \$100.00 per month lump sum payment for each month the Captain or Engineer has a valid certification.~~
- I. ~~An employee who is a designated Preceptor for a seasonal position on shift shall receive \$25.00 for each 12 hour shift, or \$12.50 for each six hour shift, that he or she functions as a preceptor. The maximum number of preceptor shifts shall not exceed 7 — 12 hour shifts per seasonal employee, unless authorized by the Fire Chief.~~
- J. ~~An employee who is designated as a Peer Reviewer for EMS events shall receive an additional \$250.00 per month lump sum payment for each month the employee is assigned that duty. An employee who is temporarily assigned to act as a Peer Reviewer shall receive a lump sum payment of \$25.00 for each day of the assignment.~~

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~~K Educational Incentives: An employee who has an Associate's Degree from an accredited college will receive a \$25.00 per month lump sum payment. An employee with a Bachelor's degree from an accredited college will receive a \$50.00 per month lump sum payment. An employee may only qualify for one educational incentive.~~

~~L Effective July 1, 2013, when an Engineer or a Captain who holds a valid Paramedic License is required to be the primary paramedic on shift for 6 (six) hours or more, the employee shall receive a \$10.80 lump sum payment for that shift.~~

~~M Seasonal and Temporary employees are not eligible for Professional Pays.~~

~~N Salaried employees are not eligible for Professional Pays.~~

~~O Professional Pay Chart~~

	Professional Pay	Basis	%
1.	Mechanics Certification: Fire Mechanic classification Only: Only one level may be paid.		
	1 Certificate	AHWPWA	1%
	2 Certificates	AHWPWA	1.5%
	3 Certificates	BWAAHW	2%
2	Team Coordinator Pay: Technical Rescue Team, HazMat Team, Medevac Team	BWAAHW	2%
3.	Member, Technical Rescue Team Rope or Water	BWAAHW	1%
4.	Member, Technical Rescue Teams: Rope and Water	BWAAHW	1.5%
5.	Medevac Team	AHW	1%
5	Member, HazMat Team	BWAAHW	1%
6.	SCBA Technician	BWAAHW	1%
7.	EMS Supply Coordinator	BWAAHW	1%
8.	Peer EMS Reviewer	AHW	5%
89.	Associate's Degree	BWAAHW	.5%
109.	Bachelor's Degree	BWAAHW	1%
1110.	Captain with Paramedic License	BWAAHW	2%
1112.	Engineer with Paramedic License	BWAAHW	2%
12.	Peer Fitness Trainer	BWA	2%
13.	Volunteer Station Manager	BWA	2%
14	EMS Instructor	BWA	2%
156.	EMT III Expanded Scope Professional Pay	BWABasis	1%-%
16.	Initial Paramedic	BWA	-3%
173.	Advanced Paramedic Temporary assignment to EMS Peer Reviewer	AABWA	55%
184.	Preceptor Pay	AA	5%
195.	Acting Captain	AA	7%
20.16	Medevac Flight Pay: amount calculated on bi-weekly pay	Per Flight	10%

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	(112.3 hours of FF/EMT II Step 6)		
17.	Engineer or Captain covering as primary paramedic	AA	2%

BWAAHW = All Hours Worked Base Wage Adjustment

AA = As assigned

Professional Pay Definitions:

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

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

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

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

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

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

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

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

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13.12 – Step Movement for Seasonal Employees

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

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

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

13.13 – End of Season Bonus

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

ARTICLE 14

HOLIDAYS

14.1 - Unit Members Not Receiving Holidays

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

14.2 - Holidays

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

- A. the first of January, known as New Year’s Day
- B. the third Monday in January, known as Martin Luther King Jr.’s Birthday
- C. the third Monday in February, known as President’s Day
- D. the last Monday in March, known as Seward’s Day
- E. the last Monday in May, known as Memorial Day
- F. the fourth day of July, known as Independence Day

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- G. the first Monday in September, known as Labor Day
- H. the 18th of October, known as Alaska Day
- I. the 11th of November, known as Veteran's Day
- J. the fourth Thursday in November, known as Thanksgiving
- K. the day after Thanksgiving
- L. the 25th day of December, known as Christmas Day
- M. every day designated as a holiday by proclamation or resolution by the Assembly of the City and Borough of Juneau.

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

14.3 – Alternate Day

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

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

14.4 – Holiday Pay

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

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

ARTICLE 15

LEAVE

15.1 – Accrual Rates

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

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1. Six and one tenth hours for each full biweekly period of work for employees with less than one year of service;
 2. Seven hours for each full biweekly period of work for employees with one but less than two years of service;
 3. Seven and eight tenths hours for each full biweekly period of work for employees with two but less than five years of service;
 4. Eight and seven tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
 5. Ten and four tenths hours for each full biweekly period of work for employees with ten years or more of service.
- B. Permanent and probationary employees assigned to a 40 hour work week shall accrue personal leave at the rate of:
1. Six and five tenth hours for each full biweekly period or work for employees with less than one year of service;
 2. Seven and four tenths hours for each full biweekly period or work for employees with one but less than two years or service;
 3. Eight and three tenths hours for each full biweekly period of work for employees with two but less than five years of service;
 4. Nine and three tenths hours for each full biweekly period of work for employees with five but less than ten years of service;
 5. Eleven and one tenth hours for each full biweekly period of work for employees with ten or more years of service.
- C. Full time employees who are paid a salary accrue personal leave at the rate of:
1. .81 of a day for each full biweekly pay period of work for employees with less than one year of service;
 2. .93 of a day for each full biweekly pay period of work for employees with one but less than two years of service;
 3. 1.04 of a day for each full biweekly pay period of work for employees with two but less than five years of service;

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4. 1.16 of a day for each full biweekly pay period of work for employees with five but less than ten years of service
 5. 1.39 of a day for each full biweekly pay period of work for employees with ten years or more of service.
- C. Except as provided for in 15.1 (E), the personal leave accrual rates provided in this section recognize that, for all employees occupying Fire Captain, Firefighter/Paramedic, Engineer, and Firefighter/EMT positions, there are no holidays. The established accrual rates provide for the equivalent of twelve paid holidays. Permanent and probationary employees regularly assigned to a schedule of 24 consecutive duty hours followed by 48 consecutive non-duty hours shall accrue personal leave at the rate of:
1. 14.2 hours for each full biweekly pay period of duty for employees with less than one year of service;
 2. 15.5 hours for each full biweekly pay period of duty for employees with one but less than two years of service;
 3. 16.8 hours for each full biweekly pay period of duty for employees with two but less than five years of service;
 4. 18.1 hours for each full biweekly pay period of duty for employees with five but less than ten years of service;
 5. 20.7 hours for each full biweekly pay period of duty for employees with ten years or more of service.
- D. Fire Captains and Firefighter/Paramedics shall accrue an additional .92 hours for each full biweekly pay period of duty owing to the current minimum staffing requirements for these positions. Should the Employer discontinue the minimum staffing requirement, leave accrual will revert to that listed in Subsection b.
- E. Seasonal and Long Term Temporary employees working a 42 hour work week shall accrue four hours of personal leave for each full biweekly period of work. There shall be no leave accrual during partial pay periods worked. Personal leave accrual shall be prorated for pay periods where the employee has authorized leave without pay.
- F. Long Term Temporary employees working a 56 hour work week shall accrue leave according to the provisions of 15.1 (B)(1).

15.2 – Unauthorized Leave

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

15.3 – Leave Anniversary Date

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

15.4 – Minimum Use

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

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

15.5 – Maximum Accrual

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

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

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

15.6 – Scheduling Leave

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

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Department leave policy. The Department will attempt, in so far as staffing is available, to provide for two slots of leave per shift throughout the year.

15.7 – Required Taking of Leave

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

15.8 – Transfer of Leave

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

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

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15.9 – Scheduled Use of Personal Leave

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

The scheduling of leave shall be in accordance with the Standard Operating Guidelines (50.8E.220) in effect upon the signing of this agreement.

15.10 – Unscheduled Use of Personal Leave

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

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

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

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

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

15.11 – Taking of Banked Medical Leave

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

- ~~A. The employee has no accrued personal leave and the employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties.~~
- ~~B. The employee has no accrued personal leave and the illness or disability of a member of the employee's immediate family requires the attendance of the employee.~~

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- ~~C. The employee has a medical disability exceeding twenty-four consecutive duty hours. In such instances, the use of banked medical leave begins on the twenty-fifth hour of absence from duty.~~
- ~~D. The employee's absence is due to an on-the-job injury which qualifies as a Workers' Compensation claim to the extent that the employee's absence is not covered by Workers' Compensation.~~

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

15.112 – Effect of Workers' Compensation

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

15.123 – Leave Without Pay

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

15.134 – Family/Medical Leave

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

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15.145 – Cancellation of Authorized Leave Without Pay

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

15.156 – Effect of Leave Without Pay

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

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

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

15.167 – Court Leave

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

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

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

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

15.178 – Military and Emergency Service Leave

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

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

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

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

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

15.189 – Personal Leave on Separation

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

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

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

~~15.20 – Banked Medical Leave on Separation~~

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

15.1921 – Parent-Teacher Conference Leave

A parent or guardian of a student enrolled in a school or a licensed day care facility within the City and Borough may apply for a maximum of 1.5 hours leave to attend a conference with that child's teacher. Such leave will be without loss of pay, and may be granted no more than twice in a single school year to the same employee for conference regarding the same child. An

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employee must get written approval in advance for parent-teacher conference leave. A supervisor may grant parent-teacher conference leave only if that leave can be accommodated without imposing added costs, inefficiencies in the work place, or reduce staffing below minimum levels. Supervisors shall make every reasonable effort to accommodate parent-teacher conference leave.

15.202 – Personal Leave Cash In

- A An employee may cash in personal leave if the following requirements are met:
 - 1) the employee's leave balance after the cash-in is not less than 21 days;
 - 2) the leave cash-in does not exceed the equivalent of 15 work days per calendar year; and
 - 3) the leave cash-in request is for a minimum of 5 days.
- B 21 days is equal to:
 - 1) 157.5 hours for an employee assigned to a 37.5 hour work week
 - 2) 168 hours for an employee assigned to a 40 hour work week
 - 3) 236 hours for an employee assigned to a 24/48 hour duty cycle
- C 15 days is equal to:
 - 1) 112.5 hours for an employee assigned to a 37.5 hour work week
 - 2) 120 hours for an employee assigned to a 40 hour work week
 - 3) 168 hours for an employee assigned to a 24/48 hour duty cycle
- D Administration.
 - 1 Application for personal leave cash-in shall be made in writing to the Payroll Supervisor.
 - 2. Leave cash-in will be included in the employee's regular payroll check.
 - 3. A request for leave cash-in must be received no later than the last Friday of the pay period if the leave cash in is to be included in the paycheck for that pay period.
 - 4 The equivalencies established in subsection A shall be proportionately reduced for an employee assigned to work less than a full time schedule.
 - 5 The personal leave cash-in does not count toward minimum leave use requirements.
- E An employee may cash in personal leave as necessary and without regard to the limitations in subsection A in order to purchase health insurance through the employer while on leave without pay.

15.213 – Leave While on Temporary Assignment

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

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

15.224 – Seasonal Leave

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

ARTICLE 16

HEALTH BENEFITS AND EMPLOYEE WELLNESS

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

16.1 - Employer Contribution

A. Tiered Health Care Program

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

B. Employer Contribution Amounts

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

(2) Effective July 1, 2017, the employer's contribution rate shall be

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up to \$1260.00 per month per full-time, eligible employee.

(3) Changes to the employer's contribution rate for FY 2019 shall be subject to the economic reopener outlined in Article 25.

- ~~1. On the effective date of this Agreement, the employer's contribution rate shall be \$1,260.00 per month per full-time, eligible employee~~
- ~~2. Effective July 1, 2014, the employer's contribution rate shall be up to \$1390.00 per month per full-time, eligible employee. Should the cost of health care exceed \$1390.00, the parties agree to reenter negotiations.~~
- ~~3. Effective July 1, 2015, the employer's contribution rate shall be \$1460.00 per month per full-time, eligible employee. The employer and the employee shall evenly split up to the next 5% of cost increases up to a total cost of \$1533.00 per month per full-time, eligible employee. If cost increases exceed \$1,533.00, the parties agree to reenter negotiations.~~

C. Healthy Reward Premium Offset

Employees who meet the criteria for the Healthy Rewards program will receive up to an additional \$50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a plan year basis and the premium reduction will be effective the next plan year. For example, participation in plan year 2015~~2~~-2016~~3~~ would result in a premium reduction for plan year 2016~~3~~-2017~~4~~.

16.2 – Benefit Levels

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

16.3 – Termination of Benefits

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

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16.4 - Cost Containment

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

16.5 - Health Committee

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

16.6 - Wellness Program

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

ARTICLE 17

RETIREMENT

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

ARTICLE 18

GRIEVANCE PROCEDURE

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18.1 - Exclusive Remedy

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

18.2 - Grievance Defined

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

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

A letter of reprimand is not subject to the grievance procedures under this Article. However, an employee may submit a rebuttal memorandum to a letter of reprimand, which shall be attached to it when it is placed in the employee's personnel file.

18.3 - Procedural Steps

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

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

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

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

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

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

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

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

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

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

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

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

18.4 – Days Defined

"Days" is defined as calendar days.

18.5 – Extension of Time

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

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ARTICLE 19

PERSONNEL RULES

19.1 – Continuation

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

19.2 – Application of Personnel Rules

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

19.3 – Letter of Agreement

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

ARTICLE 20

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

20.1 – Promotional Testing

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

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

20.2 – Special Teams Appointment

When a vacancy occurs on a special team, the Employer agrees to post such a vacancy with the following: desirable qualifications, application deadline, interview date, and appointment announcement date. The employer will provide a job description for each special team assignment, to include what is required to remain “active” on the team. Special team assignments include, but are not limited to: Rope Rescue, Water Rescue, Hazmat, and Medevac.

An employee who joins a special team must remain active on that team for a minimum period of 24 months. Special team members who resign from a team must present a signed and dated letter of resignation to the Fire Chief. The Fire Chief may waive notice and service requirements for circumstances outside of the employee’s control.

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

20.3 – Voluntary Demotions

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

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

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

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

ARTICLE 21

BARGAINING UNIT SENIORITY

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21.1 – Bargaining Unit Seniority

A) — The employee shall begin accumulating bargaining unit seniority the day they become a dues-paying member. It will be the responsibility of the bargaining unit, with assistance from administrative staff and the Human Resources department, to maintain the current seniority list, as agreed upon by this contract.

- 1) Year-round permanent employees who are members of the bargaining unit shall accumulate seniority continuously so long as they do not enter into a period of leave or layoff greater than 2 years.
- 2) Seasonal employees who are members of the bargaining unit shall only accumulate seniority during their regularly scheduled seasonal work months.
- 3) Long-term temporary employees shall accumulate bargaining unit seniority only for regularly scheduled hours worked in which they are dues-paying members.

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

~~The employee having the longest term of unbroken service in those job classifications represented by the IAFF Local 4303 shall be number one on the seniority list. All other employees shall be listed in descending order.~~

~~B) Should it become necessary to break identical bargaining unit seniority ties, that employee with the longest permanent/probationary service in job classifications represented by the IAFF Local 4303 shall be ranked first. If a tie still exists, seniority will be determined by ranking on the original hiring list.~~

21.2 – Impact of Seniority

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

21.3 – Termination of Seniority

A) Seniority shall be terminated upon:

- 1) resignation;

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

B) Seniority shall not be interrupted by:

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

21.4 – Retention of Seniority

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

21.5 – Application of Seniority

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

ARTICLE 22

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PRINTING OF AGREEMENT

The parties agree that an Employer representative and a Union representative will meet and agree on the format, size and specifications of the Agreement to be printed. The Employer shall be responsible for arranging for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost required for printing that number of copies.

ARTICLE 23

SUBORDINATION AND SAVING OF AGREEMENT

23.1 – Subordination

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

23.2 – Savings

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

23.3 – Replacement

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

ARTICLE 24

CONCLUSION OF BARGAINING

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

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

ARTICLE 25

DURATION OF AGREEMENT

25.1 – Effective Dates

Except as specifically provided otherwise, this Agreement becomes effective on the date of signing.

This Agreement shall remain in effect through June 30, 2019⁶

Either party may request to reopen the provisions of Articles 13 (Pay Rates and Pay Days), 15 (Leave) or 16 (Health Benefits and Employee Wellness) for the purposes of an economic reopener for FY 2019. Notice of the intent to open must be made to the other party by November 15, 2017.

25.2 – Renewal

Either party may give written notice on September 15, 2018⁵ or anytime thereafter, of its decision to negotiate a successor agreement.

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This Agreement is executed on this 13th day of May by the duly authorized agents and representatives of the parties hereto, at Juneau, Alaska.

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

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

Signature on file
Travis Wolfe, President

Signature on file
Duncan Rorie Watt
City Manager

IAFF Negotiations Team:

CBJ Negotiating Team:

Signature on file
Trevor Richards
Chief spokesperson

Signature on file
Dallas Hargrave
Chief spokesperson

Signature on file
Jesse Echave
Secretary

Signature on file
Rich Etheridge
Fire Chief

Signature on file

Signature on file

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John Kresbach
Bargaining Team Member

Chad Cameron
Assistant Fire Chief

Signature on file
Roy Johnson
Bargaining Team Member

Signature on file
Dan Jager
Fire Marshal

Signature on file
Shannon Ely
Note Taker

Appendix "A"

44.10.130 RESERVATION OF MANAGEMENT RIGHTS.

(a) The following management functions and responsibilities are reserved to the City and Borough government, and the exercise of such functions and responsibilities may not be the subject of any negotiations under this chapter:

- (1) Management of the City and Borough;
- (2) Direction of the City and Borough work force;
- (3) Determination of the structure and mission of the constituent departments, divisions, agencies, offices and boards of the City and Borough;
- (4) Determination of the standards and levels of service to be offered to the public;
- (5) Exercise of control and direction over City and Borough operations;
- (6) Taking of disciplinary action for proper cause;
- (7) Termination of employees for lack of work or other legitimate reasons;

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(8) Consistent with the merit system, determination of the method, means and personnel by which the City and Borough's operations are to be conducted, including, the rights to:

(A) Recruit, examine, select, promote, transfer and train employees of its choosing and to determine its own methods of such actions;

(B) Assign and direct work, develop and modify class specifications, as well as assignment of salary range for each classification, and allocate positions to these classifications. Determine methods, materials and tools to accomplish the work. Designate duty stations and assign employees those duty stations;

(C) Reduce work force due to lack of work, funding or other causes consistent with efficient management;

(D) Establish reasonable work rules, assign hours of work, and assign employees to shifts of its designation;

(9) To develop and administer an affirmative action program;

(10) All other management functions and responsibilities traditionally exercised within the prerogative of the chief executive officer, chief administrative officer or legislative body of a municipality.

(b) It is the purpose of this section to reserve to management, and to exclude from the bargaining process, those decisions which permit the City and Borough to maintain the efficient delivery of uninterrupted service to the community and to take necessary actions to carry out its mission in emergencies; provided, however, that the exercise of these rights does not preclude employees or their representatives from consulting or raising grievances about the practical consequences that decisions on the above matters have on wages, hours and other terms and conditions of employment.

(Serial No. 73-40, § 3, 1974)

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Appendix "B"

Pay Schedules

IAFF/CBJ Collective Bargaining Agreement										
56 hour pay schedule										
July 1, 2013 - July 13, 2014										
Hours Per year	2920									
Bi-weekly Pay periods	26									
Bi-weekly pay - actual pay is averaged based on 2,920 hours per year over 26.0714 pay periods										
Range	A 1	B 2	C 3	D 4	E 5	F 6	J 7	K 8	L 9	M 10
726 - FF EMT I										
Hourly rate	16.69	17.20	17.72							
Yearly Rate (2920)	48,720.78	50,224.88	51,728.97							
Bi-Weekly Base Pay	1,868.74	1,926.44	1,984.13							
OT Rate	25.03	25.80	26.57							
727 FF EMT II										
Hourly rate	18.44	18.81	19.37	20.16	21.18	22.49	22.73	22.95	23.18	23.88
Yearly Rate (2920)	53,852.39	54,914.10	56,565.66	58,866.03	61,844.72	65,678.68	66,357.00	67,005.82	67,684.14	69,719.09
Bi-Weekly Base Pay	2,065.57	2,106.30	2,169.64	2,257.88	2,372.13	2,519.19	2,545.20	2,570.09	2,596.11	2,674.16
OT Rate	27.66	28.21	29.06	30.24	31.77	33.74	34.09	34.42	34.77	35.81
728 EMT III										
Hourly rate	19.57	19.97	20.56	21.40	22.49	23.88	24.13	24.36	24.60	25.35
Yearly Rate (2920)	57,155.50	58,305.68	60,045.71	62,493.55	65,678.68	69,719.09	70,456.39	71,134.70	71,842.51	74,024.92
Bi-Weekly Base Pay	2,192.27	2,236.38	2,303.13	2,397.02	2,519.19	2,674.16	2,702.44	2,728.46	2,755.61	2,839.32
OT Rate	29.36	29.95	30.85	32.10	33.74	35.81	36.19	36.54	36.91	38.03
729 MICP/Engineer										
Hourly rate	20.77	21.18	21.84	22.73	23.88	25.35	25.60	25.85	26.09	26.91
Yearly Rate (2920)	60,635.55	61,844.72	63,761.70	66,357.00	69,719.09	74,024.92	74,762.22	75,470.03	76,177.84	78,566.69
Bi-Weekly Base Pay	2,325.75	2,372.13	2,445.66	2,545.20	2,674.16	2,839.32	2,867.60	2,894.74	2,921.89	3,013.52
OT Rate	31.15	31.77	32.75	34.09	35.81	38.03	38.41	38.77	39.13	40.36
730 - Captain										
Hourly rate	22.06	22.49	23.18	24.13	25.35	26.91	27.17	27.44	27.71	28.55
Yearly Rate (2920)	64,410.53	65,678.68	67,684.14	70,456.39	74,024.92	78,566.69	79,333.48	80,129.76	80,926.05	83,373.88
Bi-Weekly Base Pay	2,470.54	2,519.19	2,596.11	2,702.44	2,839.32	3,013.52	3,042.93	3,073.47	3,104.02	3,197.91
OT Rate	33.09	33.74	34.77	36.19	38.03	40.36	40.75	41.16	41.57	42.83

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IAFF/CBJ Collective Bargaining Agreement										
40 hour pay schedule										
July 1, 2013 - July 13, 2014										
The hourly rate for EMT I, II, III, Paramedic and Captain is the same as the overtime rate on the 56 hour pay schedule.										
Range	A 1	B 2	C 3	D 4	E 5	F 6	J 7	K 8	L 9	M 10
726 - FF EMT I										
Hourly rate (37.5 - 40.0)	25.03	25.80	26.57							
OT Rate in excess of 40 hrs	37.54	38.70	39.86							
727 FF EMT II										
Hourly rate (37.5 - 40.0)	27.66	28.21	29.06	30.24	31.77	33.74	34.09	34.42	34.77	35.81
OT Rate in excess of 40 hrs	41.50	42.31	43.59	45.36	47.65	50.61	51.13	51.63	52.15	53.72
728 FF EMT III										
Hourly rate (37.5 - 40.0)	29.36	29.95	30.85	32.10	33.74	35.81	36.19	36.54	36.91	38.03
OT Rate in excess of 40 hrs	44.04	44.93	46.27	48.15	50.61	53.72	54.29	54.81	55.36	57.04
729 MICP/Engineer										
Hourly rate (37.5 - 40.0)	31.15	31.77	32.75	34.09	35.81	38.03	38.41	38.77	39.13	40.36
OT Rate in excess of 40 hrs	46.72	47.65	49.13	51.13	53.72	57.04	57.61	58.15	58.70	60.54
730 - Captain										
Hourly rate (37.5 - 40.0)	33.09	33.74	34.77	36.19	38.03	40.36	40.75	41.16	41.57	42.83
OT Rate in excess of 40 hrs	49.63	50.61	52.15	54.29	57.04	60.54	61.13	61.74	62.36	64.24
717 Mechanic										
Hourly rate (37.5 - 40.0)	28.36	29.29	30.26	31.26	32.29	33.35	34.09	34.83	35.61	36.38
OT Rate in excess of 40 hrs	42.54	43.94	45.39	46.89	48.43	50.03	51.13	52.25	53.42	54.57
719 - Trng Off										
Hourly Equivalent	33.44	34.53	35.69	36.87	38.10	39.35	40.23	41.12	42.03	42.95
Salary Scale "A"	2,508.08	2,589.89	2,677.01	2,764.88	2,857.29	2,951.22	3,017.12	3,083.78	3,151.96	3,220.89
Salary Scale "B"	2,675.29	2,762.55	2,855.47	2,949.20	3,047.78	3,147.97	3,218.26	3,289.37	3,362.09	3,435.62

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IAFF/CBJ Collective Bargaining Agreement										
56 hour pay schedule										
July 14, 2014 - July 12, 2015										
Hours Per year	2920									
Bi-weekly Pay periods	26									
Bi-weekly pay - actual pay is averated based on 2,920 hours per year over 26.0714 pay periods										
	A	B	C	D	E	F	J	K	L	M
Range	1	2	3	4	5	6	7	8	9	10
726 - FF EMT I										
Hourly rate	16.37	16.83	17.54	18.47	19.64	21.04	21.28	21.51	21.74	22.44
Yearly Rate (2920)	47,788.72	49,154.11	51,202.20	53,932.98	57,346.46	61,442.64	62,125.34	62,808.03	63,490.73	65,538.82
Bi-Weekly Base Pay	1,832.99	1,885.37	1,963.92	2,068.66	2,199.59	2,356.71	2,382.89	2,409.08	2,435.26	2,513.82
OT Rate	24.55	25.25	26.30	27.71	29.46	31.56	31.91	32.26	32.62	33.67
727 FF EMT II										
Hourly rate	18.70	19.17	19.87	20.81	21.98	23.38	23.61	23.85	24.08	24.78
Yearly Rate (2920)	54,615.68	55,981.07	58,029.16	60,759.94	64,173.42	68,269.60	68,952.30	69,634.99	70,317.69	72,365.78
Bi-Weekly Base Pay	2,094.85	2,147.22	2,225.78	2,330.52	2,461.45	2,618.56	2,644.75	2,670.93	2,697.12	2,775.68
OT Rate	28.06	28.76	29.81	31.21	32.97	35.07	35.42	35.77	36.12	37.17
728 EMT III										
Hourly rate	19.64	20.11	20.81	21.74	22.91	24.32	24.55	24.78	25.02	25.72
Yearly Rate (2920)	57,346.46	58,711.86	60,759.94	63,490.73	66,904.21	71,000.38	71,683.08	72,365.78	73,048.47	75,096.56
Bi-Weekly Base Pay	2,199.59	2,251.96	2,330.52	2,435.26	2,566.19	2,723.31	2,749.49	2,775.68	2,801.86	2,880.42
OT Rate	29.46	30.16	31.21	32.62	34.37	36.47	36.82	37.17	37.52	38.58
729 MICP/Engineer										
Hourly rate	21.04	21.51	22.21	23.15	24.32	25.72	25.95	26.19	26.42	27.12
Yearly Rate (2920)	61,442.64	62,808.03	64,856.12	67,586.90	71,000.38	75,096.56	75,779.26	76,461.95	77,144.65	79,192.74
Bi-Weekly Base Pay	2,356.71	2,409.08	2,487.63	2,592.38	2,723.31	2,880.42	2,906.60	2,932.79	2,958.98	3,037.53
OT Rate	31.56	32.26	33.32	34.72	36.47	38.58	38.93	39.28	39.63	40.68
730 - Captain										
Hourly rate	22.07	22.62	23.45	24.55	25.93	27.59	27.86	28.14	28.42	29.24
Yearly Rate (2920)	64,446.50	66,057.66	68,474.41	71,696.73	75,724.64	80,558.13	81,363.71	82,169.29	82,974.87	85,391.62
Bi-Weekly Base Pay	2,471.92	2,533.72	2,626.42	2,750.01	2,904.51	3,089.90	3,120.80	3,151.70	3,182.60	3,275.30
OT Rate	33.11	33.93	35.18	36.83	38.90	41.38	41.80	42.21	42.62	43.87

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IAFF/CBJ Collective Bargaining Agreement										
40 hour pay schedule										
July 14, 2014 - July 12, 2015										
The hourly rate for EMT I, II, III, Paramedic and Captain is the same as the overtime rate on the 56 hour pay schedule.										
Range	A 1	B 2	C 3	D 4	E 5	F 6	J 7	K 8	L 9	M 10
726 - FF EMT I										
Hourly rate (37.5 - 40.0)	24.55	25.25	26.30	27.71	29.46	31.56	31.91	32.26	32.62	33.67
OT Rate in excess of 40 hrs	36.82	37.88	39.45	41.56	44.19	47.34	47.87	48.40	48.92	50.50
727 FF EMT II										
Hourly rate (37.5 - 40.0)	28.06	28.76	29.81	31.21	32.97	35.07	35.42	35.77	36.12	37.17
OT Rate in excess of 40 hrs	42.08	43.14	44.71	46.82	49.45	52.61	53.13	53.66	54.18	55.76
728 FF EMT III										
Hourly rate (37.5 - 40.0)	29.46	30.16	31.21	32.62	34.37	36.47	36.82	37.17	37.52	38.58
OT Rate in excess of 40 hrs	44.19	45.24	46.82	48.92	51.55	54.71	55.24	55.76	56.29	57.87
729 MICP/Engineer										
Hourly rate (37.5 - 40.0)	31.56	32.26	33.32	34.72	36.47	38.58	38.93	39.28	39.63	40.68
OT Rate in excess of 40 hrs	47.34	48.40	49.97	52.08	54.71	57.87	58.39	58.92	59.44	61.02
730 - Captain										
Hourly rate (37.5 - 40.0)	22.07	22.62	23.45	24.55	25.93	27.59	27.86	28.14	28.42	29.24
OT Rate in excess of 40 hrs	33.11	33.93	35.18	36.83	38.90	41.38	41.80	42.21	42.62	43.87
717 Mechanic										
Hourly rate (37.5 - 40.0)	28.79	29.73	30.71	31.73	32.77	33.85	34.60	35.36	36.15	36.93
OT Rate in excess of 40 hrs	43.18	44.59	46.07	47.59	49.16	50.78	51.90	53.04	54.22	55.39
719 - Trng Off										
Hourly Equivalent	33.94	35.05	36.23	37.42	38.67	39.94	40.83	41.73	42.66	43.59
Salary Scale "A"	2,545.70	2,628.74	2,717.16	2,806.35	2,900.15	2,995.49	3,062.38	3,130.04	3,199.24	3,269.20
Salary Scale "B"	2,715.42	2,803.99	2,898.30	2,993.44	3,093.49	3,195.19	3,266.54	3,338.71	3,412.52	3,487.15

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IAFF/CBJ Collective Bargaining Agreement										
56 hour pay schedule										
July 13, 2015- no end date										
Hours Per year	2920									
Bi-weekly Pay periods	26									
Bi-weekly pay - actual pay is averated based on 2,920 hours per year over 26.0714 pay periods										
	A	B	C	D	E	F	J	K	L	M
Range	1	2	3	4	5	6	7	8	9	10
726 - FF EMT I										
Hourly rate	16.53	17.00	17.71	18.65	19.84	21.25	21.49	21.72	21.96	22.67
Yearly Rate (2920)	48,266.61	49,645.65	51,714.22	54,472.31	57,919.93	62,057.07	62,746.59	63,436.11	64,125.64	66,194.20
Bi-Weekly Base Pay	1,851.32	1,904.22	1,983.56	2,089.35	2,221.59	2,380.27	2,406.72	2,433.17	2,459.62	2,538.96
OT Rate	24.79	25.50	26.57	27.98	29.75	31.88	32.23	32.59	32.94	34.00
727 FF EMT II										
Hourly rate	18.89	19.36	20.07	21.02	22.20	23.61	23.85	24.09	24.32	25.03
Yearly Rate (2920)	55,161.84	56,540.88	58,609.45	61,367.54	64,815.16	68,952.30	69,641.82	70,331.34	71,020.86	73,089.43
Bi-Weekly Base Pay	2,115.80	2,168.69	2,248.04	2,353.83	2,486.06	2,644.75	2,671.20	2,697.64	2,724.09	2,803.43
OT Rate	28.34	29.04	30.11	31.52	33.30	35.42	35.77	36.13	36.48	37.55
728 EMT III										
Hourly rate	19.84	20.31	21.02	21.96	23.14	24.56	24.79	25.03	25.27	25.98
Yearly Rate (2920)	57,919.93	59,298.97	61,367.54	64,125.64	67,573.25	71,710.39	72,399.91	73,089.43	73,778.96	75,847.53
Bi-Weekly Base Pay	2,221.59	2,274.48	2,353.83	2,459.62	2,591.85	2,750.54	2,776.99	2,803.43	2,829.88	2,909.22
OT Rate	29.75	30.46	31.52	32.94	34.71	36.84	37.19	37.55	37.90	38.96
729 MICP/Engineer										
Hourly rate	21.25	21.72	22.43	23.38	24.56	25.98	26.21	26.45	26.68	27.39
Yearly Rate (2920)	62,057.07	63,436.11	65,504.68	68,262.77	71,710.39	75,847.53	76,537.05	77,226.57	77,916.09	79,984.66
Bi-Weekly Base Pay	2,380.27	2,433.17	2,512.51	2,618.30	2,750.54	2,909.22	2,935.67	2,962.12	2,988.57	3,067.91
OT Rate	31.88	32.59	33.65	35.07	36.84	38.96	39.32	39.67	40.03	41.09
730 - Captain										
Hourly rate	22.29	22.85	23.68	24.80	26.19	27.86	28.14	28.42	28.70	29.54
Yearly Rate (2920)	65,090.97	66,718.24	69,159.15	72,413.70	76,481.89	81,363.71	82,177.35	82,990.98	83,804.62	86,245.53
Bi-Weekly Base Pay	2,496.64	2,559.06	2,652.68	2,777.51	2,933.56	3,120.80	3,152.01	3,183.22	3,214.43	3,308.05
OT Rate	33.44	34.27	35.53	37.20	39.29	41.80	42.21	42.63	43.05	44.30

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IAFF/CBJ Collective Bargaining Agreement										
40 hour pay schedule										
July 13, 2015- no end date										
The hourly rate for EMT I, II, III, Paramedic and Captain is the same as the overtime rate on the 56 hour pay schedule.										
Range	A 1	B 2	C 3	D 4	E 5	F 6	J 7	K 8	L 9	M 10
726 - FF EMT I										
Hourly rate (37.5 - 40.0)	24.79	25.50	26.57	27.98	29.75	31.88	32.23	32.59	32.94	34.00
OT Rate in excess of 40 hrs	37.19	38.25	39.85	41.97	44.63	47.82	48.35	48.88	49.41	51.01
727 FF EMT II										
Hourly rate (37.5 - 40.0)	28.34	29.04	30.11	31.52	33.30	35.42	35.77	36.13	36.48	37.55
OT Rate in excess of 40 hrs	42.50	43.57	45.16	47.29	49.94	53.13	53.66	54.19	54.72	56.32
728 FF EMT III										
Hourly rate (37.5 - 40.0)	29.75	30.46	31.52	32.94	34.71	36.84	37.19	37.55	37.90	38.96
OT Rate in excess of 40 hrs	44.63	45.69	47.29	49.41	52.07	55.26	55.79	56.32	56.85	58.44
729 MICP/Engineer										
Hourly rate (37.5 - 40.0)	31.88	32.59	33.65	35.07	36.84	38.96	39.32	39.67	40.03	41.09
OT Rate in excess of 40 hrs	47.82	48.88	50.47	52.60	55.26	58.44	58.98	59.51	60.04	61.63
730 - Captain										
Hourly rate (37.5 - 40.0)	33.44	34.27	35.53	37.20	39.29	41.80	42.21	42.63	43.05	44.30
OT Rate in excess of 40 hrs	50.16	51.41	53.29	55.80	58.93	62.69	63.32	63.95	64.58	66.46
717 Mechanic										
Hourly rate (37.5 - 40.0)	29.07	30.03	31.02	32.05	33.10	34.19	34.94	35.71	36.51	37.30
OT Rate in excess of 40 hrs	43.61	45.04	46.53	48.07	49.65	51.28	52.42	53.57	54.76	55.94
719 - Trng Off										
Hourly Equivalent	34.28	35.40	36.59	37.79	39.06	40.34	41.24	42.15	43.08	44.03
Salary Scale "A"	2,571.16	2,655.03	2,744.33	2,834.41	2,929.15	3,025.44	3,093.00	3,161.34	3,231.23	3,301.90
Salary Scale "B"	2,742.57	2,832.03	2,927.29	3,023.37	3,124.43	3,227.14	3,299.20	3,372.10	3,446.64	3,522.02

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Appendix "C"

ADMINISTRATIVE POLICY 13-01

FAMILY/MEDICAL LEAVE

1. POLICY ISSUANCE

This policy revises Administrative Policy No. 08-03R, Family/Medical Leave. Revisions are found in section 2. Policy, under Military Family Leave – Qualifying Reasons; Section 4. Definitions; Section 5 – Eligibility, Duration, and Notice, and under Section 6 – Certification – Proof of Need. All revisions made are for the sole purpose of complying with the 2013 changes to the federal act regarding Military Care Giver Leave.

2. POLICY

- The Family/Medical Leave Policy makes available to eligible employees up to 18 weeks of unpaid leave in a 12-month period for the following reasons:
 - For the birth of the employee's child or for placement of a child with the employee through adoption or foster care;
 - When the employee is needed to care for the employee's child, spouse, or parent who has a serious health condition;
 - When the employee is unable to perform the functions of his or her job due to a serious health condition.
- Military Family Leave – Qualifying Reasons:
 - Exigency Leave - Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of an eligible employee who is a member of the Regular Armed Forces, National Guard or Reserves that has been notified of an impending call to covered active duty status. The deployment must be foreign or overseas. The employee is entitled to up to 12 weeks of leave during a 12-month period.
 - Military Caregiver Leave - Care of a covered service member who is undergoing treatment, recuperation, or therapy for an injury sustained in the

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line of duty; this includes current members of the Armed Forces and honorably discharged veterans. The eligible employee is the spouse, son, daughter, parent, or next of kin of the veteran. The employee is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

Family/Medical Leave benefits commence on the date the requested leave is to occur or when the CBJ is notified that the purpose of leave was for a Family/Medical Leave qualifying event. If an employee is out on leave and later communicates that the purpose of the leave qualifies for Family/Medical Leave, or it is determined by the CBJ that the leave was for a Family/Medical Leave qualifying event, the leave will be retroactively applied as Family/Medical Leave as authorized by 29 CFR Part 825.208(d) of the federal regulations implementing the Family Medical Leave Act of 1993.

3. **PURPOSE**

The Alaska Family Leave Act, AS 39.20.500--39.20.550, and the federal Family and Medical Leave Act of 1993 (Public Law 103-3; 29 U.S.C. Chapter 28) entitle employees to unpaid leaves of absence from work for childbirth or adoption of a child, and for purposes necessitated by a serious health condition which renders the employee unable to perform job duties, or to care for a close relative with a serious health condition.

Section 585 of the National Defense Authorization Act for FY 2008 (NDAA) (Public Law 110-181) amended the FMLA to provide eligible employees unpaid leaves of absence from work for "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation, and to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.

The purpose of these laws is to help balance the demands of the workplace with the needs of employees and their families, to promote stability and economic security of the family unit, and to promote the public interest in preserving family integrity. This policy complies with the requirements of both the state and federal law and provides a more generous benefit to CBJ employees. The terms used in this policy have the meanings as defined in the state and federal Acts.

4. **DEFINITIONS**

Covered Active Duty or Call to Active Duty Status (Exigency Leave): A federal call or order to active duty in support of a contingency operation. Such active duty or

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call/order to active duty is only made to members of the Regular Armed Forces, National Guard or Reserve components or a retired member of the Regular Armed Forces or Reserve.

Child: The biological, adoptive, or foster son or daughter, a stepchild, or a legal ward of the employee or a child of a person standing in loco parentis who is under the age of 18 years, or is 18 years or older yet lacks the capability of self-care because of a mental or physical disability.

Parent: A biological parent or an individual who stands or stood *in loco parentis* (in place of a parent) to the employee when the employee was a child.

Spouse: A person with whom the employee lives in a relationship intended to be permanent, evidence of which can be established through legal documentation, including but not limited to: a marriage license; joint ownership of land; joint banking accounts; joint credit card accounts; durable health care or property powers of attorney; primary beneficiaries of each other's life insurance policies.

Next of Kin (National Defense Authorization Act): A spouse, son, daughter, parent, or nearest blood relative of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty.

Health care provider: A doctor of medicine who is authorized to practice medicine or surgery by the state where they practice. The definition also includes: podiatrists, dentists, clinical psychologists, psychiatrists, optometrists, chiropractors (related to spinal manipulation), nurse practitioners, nurse mid-wives, clinical social workers, and Christian Science practitioners. These professionals must be performing within the scope of their practice as defined under state law.

Covered Service Member (Military Caregiver Leave): .A covered service member is either:

- A current member of the Regular Armed Forces, National Guard or Reserve who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, for a serious injury or illness incurred in the line of duty on active duty, and is receiving medical treatment or oversight by a Department of Defense or Veterans Affairs health care provider or by a Department of Defense TRICARE network or non-network authorized private health care provider
- or an Honorably Discharged Veteran, including those on the temporary disability retired list, but not including former members or members on the permanent

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disability retired list, as long as the veteran was a member of the Regular Armed Forces, National Guard, or Reserves within five years of requiring care (the time period between October 28, 2009 and March 8, 2013 is not counted against the 5 year period for veterans discharged prior to March 8, 2013).

Serious health condition: An illness, injury, impairment, or physical or mental condition that involves one or more of the following:

Hospital care: Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or as a result of such inpatient care.

Absence plus treatment: A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves: (a) treatment two or more times by a health care provider, by a nurse or physician's assistant under the direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider within thirty days of the beginning of the period of incapacity; or (b) treatment by a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider. The first visit to a healthcare provider must occur within seven days of the first day of incapacity.

Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.

Chronic conditions requiring treatment: A chronic condition which (a) requires at least two visits per year for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

Permanent/long term conditions requiring supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

Multiple treatments (Non-chronic conditions): Any period of absence to receive multiple treatments (including any period of recovery) by a health care

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provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Qualifying Exigency: (National Defense Authorization Act): Any period of non-medical absence that is directly related to the covered military member's active duty or call to active duty status. The seven categories of qualifying exigencies are:

- Short notice deployment – Leave is permitted for up to seven days if the military member receives seven or less days' notice of a call to active duty. This seven day short term leave does not count against the 12-week allotted leave.
- Military events and related activities.
- Temporary childcare arrangement – Leave will not be permitted for ongoing childcare.
- Financial and legal arrangements.
- Counseling by a non-medical counselor – examples would include a member of the clergy, etc.
- Rest and recuperation – Leave is permitted for up to fifteen days when the military member is on temporary rest and recuperation leave. Leave may be taken intermittently.
- Post-deployment activities.
- Parental Care—Leave is permitted to care for the parent of a military member when parent is incapable of self-care. Care must be emergent and cannot be used for long-term care.

Week: As used in this policy, week refers to the calendar week, irrespective of the employee's particular workweek.

5. ELIGIBILITY, DURATION AND NOTICE

- A. **Eligibility:** All employee requests for leave due to a family/medical leave qualifying reason are contingent upon a determination by the CBJ that the employee is eligible for family/medical leave. This includes a determination of eligibility and may

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include a requirement for medical certification. The CBJ may also require and pay for a second or third medical opinion, as allowed by federal regulations, before approving the leave.

Employees who give unequivocal notice that they do not intend to return to work lose their entitlement to family/medical leave.

1. **Permanent employees:** An employee is eligible to take family/medical leave if the employee is employed by the CBJ for at least 35 hours per week for six consecutive months or for at least 17.5 hours per week for at least 12 months, immediately preceding the leave.
2. **Temporary employees:** A temporary employee is eligible to take family/medical leave if the employee has worked 1250 hours in the previous 12 months immediately preceding the leave.
3. **Not based on gender:** Eligibility for family/medical leave is not gender based; family/medical leave is available to both male and female employees.
4. **Coordination with USSERA:** Time in the military service covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) will count towards fulfilling the length of employment and hours of work requirements to be eligible for family/medical leave.

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B. Duration:

1. **Birth or placement of a child:** For birth of the employee's child or for placement of a child with the employee for adoption or foster care, an eligible employee is entitled to a total of 18 weeks of leave within a 12-month period, however the employee's eligibility to take leave for this reason expires 12 months after the birth or placement of the child.
2. **Employee's serious health condition:** For a serious health condition that renders the employee unable to perform the functions of the employee's position, an employee is entitled to a total of 18 weeks of leave within a 12-month period.
3. **Care for family member with serious health condition:** To care for the spouse, child, or parent of the employee, if such spouse, child or parent has a serious health condition, an eligible employee is entitled to a total of 18 weeks of leave within a 12-month period.
4. **"Qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status:** To arrange for child care, financial and legal preparation, see a service member off or welcome home; attend pre-deployment and reintegration briefings, and family support meetings to support a service member's tour of active duty or notification of impending call to duty, an eligible employee is entitled to take up to 12 weeks of leave within a 12-month period.
5. **Care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty:** Military Caregiver Leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26-weeks of all types of FMLA leave.

C. Notice:

1. **Required of employee to give to employer:** Where the need for family/medical leave is foreseeable based upon an expected birth or placement, or for a planned medical treatment, the employee should provide the department supervisor/director with at least 30 days notice in writing before the date the leave is to begin. However, if such notice is not possible then the employee shall provide such notice as is practicable.
2. **Decision of employer on eligibility to take family/medical leave:** Upon receiving notice either orally or in writing of an employee's intent to take

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family/medical leave, the supervisor must make a decision granting or denying the leave within five working days. Provisional permission to take family/medical leave can be granted, but may be later withdrawn if the employee is unable to provide the required certification or other proof of need in a timely manner.

6. CERTIFICATION - PROOF OF NEED

- A. **Certification of Health Care Provider required:** Employees requesting family/medical leave shall provide to the department director certification of the circumstances on which the request is being made, including the statement of a health care provider of the employee's pregnancy, the employee's spouse's pregnancy, or a serious health condition of the employee or the employee's spouse, child or parent. Health Care Provider Certification forms shall be provided by the CBJ. The CBJ may contact the Healthcare Provider to certify the Provider's authenticity and obtain clarification of any vague or unresponsive information. The CBJ may also make a determination without the submission of a Health Care Provider Certification form.
- B. **Proof of placement of child:** Documentation of placement or adoption proceedings is required where applicable.
- C. **Proof of fitness for duty:** Prior to returning to work, employees who have been on family/medical leave due to their own serious health condition may be required to present a certificate from the employee's health care provider indicating that the employee is able to resume work.
- D. **Proof of Military Duty:** Employees requesting family/medical leave for a "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation shall provide to the department director certification of the circumstances on which the request is being made, including notification by the armed services of the service member's call to active duty status for a foreign deployment.
- E. **Certification of Service Member injury required:** Employees requesting family/medical leave for the injury of a covered service member shall provide to the department director certification of the circumstances on which the request is being made, including the statement of a health care provider of the serious health condition of the employee's spouse, child, parent, or next of kin. Health Care Provider

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Certification forms shall be provided by the CBJ. The employer may request a second (and third) opinion from a healthcare provider.

7. MEASURING PERIOD

- A. **Eligibility Measuring Period:** The 12-month period during which an employee is eligible for family/medical leave shall be a rolling 12-month period measured backward from the date an employee begins family/medical leave. Every time an employee requests family/medical leave, their entitlement will be measured according to the amount of family/medical leave taken in the past 12 months.
- B. **Block, intermittent, and reduced schedule leave:** Leave taken due to a serious health condition of the employee, for the employee to care for a qualified family member, or for “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, may be taken any of the following ways:
1. **Block:** A continuous leave of absence in which the entitlement is taken all at one time.
 2. **Intermittent:** Leave of periods from an hour to several weeks. Examples of such leave include leave taken occasionally for medical appointments or leave taken several days at a time over a period of several months, for treatment sessions such as chemotherapy.
 3. **Reduced schedule:** Leave that decreases an employee’s usual number of working hours per week or per day.

Leave taken due to the birth, adoption or placement of a child will be taken in a block of time unless, in the department director’s discretion, it is determined that permitting the employee to take the time off on an intermittent or reduced schedule basis would be in the best interests of the CBJ.

8. COORDINATION WITH OTHER LEAVE

Employees requesting family/medical leave shall first exhaust their accrued leave, banked medical leave, and holiday and compensatory time banks before utilizing leave without pay. However, an employee may retain up to the equivalent of one workweek's worth of personal leave on the books when entering into leave without pay. The number of hours in the workweek will depend on the number of hours the employee normally works, e.g., 37.5, 40, 56, or 60. Employees who have exhausted their family/medical

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leave may request leave without pay under the CBJ Personnel Rules, or the MEBA, IAFF, or PSEA collective bargaining agreements, whichever is applicable.

Employees may request donated leave from other CBJ employees to help offset costs associated with leave without pay or employee health co-pay premiums. To exercise this option, employees must exhaust their accrued leave, banked medical leave, holiday, and compensatory time banks and waive their right to retain the equivalent of one workweek's worth of personal leave.

When an employee is on a workers' compensation leave because of an on-the-job injury or illness that also qualifies as a serious health condition under FMLA, the workers' compensation leave and family/medical leave will run concurrently.

9. BENEFIT ENTITLEMENT

Health insurance coverage for employees on family/medical leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the 18 weeks of family/medical leave.

The CBJ's obligation to maintain health benefits under family/medical leave stops if and when an employee informs the employer of the his/her intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted.

The CBJ may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work from family/medical leave. An employee who returns to work from taking family/medical leave must work for at least 30 days before the employee's obligation to reimburse the CBJ for his/her health care coverage and life insurance is eliminated. The employee will not be liable for repayment if his/her failure to return to work results from:

- A. The continuous, recurrence, or onset of a serious health condition of the employee and/or family member; or
- B. Circumstances beyond the control of the employee.

Administrative Policy 05-02, Delegation of City Manager's Authority to Decide Employee Benefit Issues and Appeals, provides the process by which an employee may appeal to the CBJ to be released from the reimbursement obligation.

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10. **TEMPORARY CHANGES IN DUTY ASSIGNMENTS FOR PREGNANT EMPLOYEES**

A pregnant employee may request a temporary change in duty assignment or transfer. Requests shall be made to the department director.

11. **REPLACEMENT OF EMPLOYEE ON FAMILY/MEDICAL LEAVE**

An employee on family/medical leave may be replaced by a temporary or substitute employee depending on the needs of the agency and the duration of the family/medical leave. An employee shall resume the employee's position upon completion of family/medical leave if the position has not been eliminated for budgetary reasons.

12. **GENERAL PROVISIONS**

- A. **Scope:** This policy applies to all agencies and employees of the City and Borough of Juneau, Alaska.
- B. **Authority to promulgate policy:** The City Manager of the City and Borough of Juneau, Alaska, maintains the authority granted by the CBJ Charter to order policy and the guidelines for implementation.
- C. **Effective date:** This policy will take effect as of the signing date.

Dated at Juneau, Alaska, this 12th day of **July 2013**.

Signature on file _____

Kimberly A. Kiefer
City and Borough Manager

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APPENDIX “D”

CHART ON APPLICABILITY OF PERSONNEL RULES

The COA will be reviewed after tentative agreement, updated, and mutually agreed upon by the parties prior to publication

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

Personnel Rule	Topic	Effect on Agreement	Contract Provision
Rule 1	Position Classification	Entire Rule applies	
Rule 2	Recruitment	Entire Rule applies	
Rule 3	Examination	Entire Rule applies	
Rule 4	Selection	Entire Rule applies	
Rule 5	Appointments	Entire Rules applies with the exception of 5 PR 021, 5 PR 015 (a) & (d) and 5 PR 045	
Rule 6	Probationary Periods	Entire Rule applies	
Rule 7	Hours of Work & Holidays		
7 PR 005	Scheduling Hours of Work	Applies	
7 PR 010	Minimum Work Week	Replaced by Agreement	Article 11
7 PR 015	Normal Work Week	Replaced by Agreement	Article 11
7 PR 020	Normal Work Day	Replaced by Agreement	Article 11
7 PR 025	City and Borough Holidays	Replaced by Agreement	Article 14.1 & 14.2
7 PR 026	Eaglecrest Holidays	Does not apply	
7 PR 030	Alternate Leave	Replaced by Agreement	Article 14.3
Rule 8	Performance Evaluations	Entire Rule applies	
Rule 9	Training		
9 PR 005	General	Applies	
9 PR 010	Priorities	Applies	
9 PR 015	Intern and Apprenticeship Programs	Does Not Apply	
9 PR 020	Training Reimbursement	9 PR 020 (a), (b)(1)	Article 12.1, 12.3.

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		are Replaced by Agreement, 9 PR 020 (b)(2) and (b)(3) apply.	12.4,
Personnel Rule	Topic	Effect on Agreement	Contract Provision
9 PR 025	Training Reimbursement Schedule	Applies	
9 PR 030	Licenses and Certifications	Applies	Article 12. 3
Rule 10	Pay		
10 PR 005	Scope	Applies	
10 PR 010	General	Applies	
10 PR 015	Basis of Pay	Applies	
10 PR 025	Beginning Pay	Applies	
10 PR 030	Advanced Step Placement	Applies	
10 PR 035	Former Employee	Applies	
10 PR 040	Promoted Employee	Applies to bargaining unit members in steps A-F.	Article 13.3(A) - (C)
10 PR 045	Pay Range Increase	Applies	
10 PR 050	Involuntary Demotion	Applies	
10 PR 051	ADA Reassignment	Applies	
10 PR 055	Voluntary Demotion	Applies	
10 PR 060	Transferred Employee	Applies	
10 PR 065	Change of Occupation	Applies	
10 PR 070	Appointment Effective Date	Applies	
10 PR 075	Merit Anniversary Date	Applies	
10 PR 080	Merit Increase	Replaced by Agreement	Article 13.2, 13.12
10 PR 085	Merit Increase not Earned	Applies	
10 PR 090	Step Reduction	Applies	
10 PR 095	Increased Responsibilities Differential	Replaced by Agreement	Article 13.6
10 PR 097	Temporary Supervision Pay	Replaced by Agreement	Article 13.6
10 PR 098	Acting in a Higher Range Pay	Applies	Article 13.6
10 PR 100	Shift Differentials	Does not apply	
10 PR 105	Standby Pay	Replaced by Agreement	Article 13.7

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10 PR 110	Call out	Replaced by Agreement	Article 13.4
10 PR 115	Sixth and Seventh Day	Does not apply	
Personnel Rule	Topic	Effect on Agreement	Contract Provision
10 PR 120	Overtime Defined	Replaced by Agreement	Article 13.4
10 PR 125	Overtime Rate	Replaced by Agreement	Article 13.4
10 PR 130	Overtime Payment	Replaced by Agreement	Article 13.5
10 PR 135	Maximum Compensatory Time	Replaced by Agreement	Article 13.5
10 PR 140	Compensatory Time Payment	Replaced by Agreement	Article 13.5
10 PR 145	Holiday Pay	Replaced by Agreement	Article 14.1
10 PR 150	Total Remuneration	Applies	
Rule 11	Leave	Replaced by Agreement	Article 15
Rule 12	Resignation, Nondisciplinary Separation and Voluntary Demotion	Entire Rule applies	
Rule 13	Disciplinary Actions	Entire Rule applies	
Rule 14	Reduction in Work Force	Entire Rule applies	
Rule 15	Grievance and Appeal Procedure	Replaced by Agreement	Article 18
Rule 16	Standards of Conduct	Entire Rule applies	
Rule 17	General Provisions		
17 PR 005	Personnel Actions	Applies	
17 PR 010	Personnel Records	Applies +	Article 7
17 PR 015	Continuation of Health Insurance	Applies	
17 PR 020	Licensed Employees	Applies	
17 PR 025	Wearing of Uniforms	Replaced by Agreement	Article 13.2
Rule 18	Compensation and Reimbursements		
18 PR 005	Pay Schedules	Replaced by Agreement	Article 13.1 & Appendix B
18 PR 010	Daily Pay Rate for Salaried Employees	Applies	
18 PR 015	Shift Differentials	Does not apply	

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18 PR 020	Standby Rate	Replaced by Agreement	Article 13.7
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Personnel Rule	Topic	Effect on Agreement	Contract Provision
18 PR 025	Increased Responsibilities Differential	Replaced by Agreement	Article 13.6
18 PR 026	Temporary Supervision Pay	Replaced by Agreement	Article 13.6
18 PR 027	Health Benefits and Employee Wellness	Replaced by Agreement	Article 16
18 PR 030	Uniforms	Replaced by Agreement	Article 10.1
18 PR 035	Tool Allowance	Replaced by Agreement	Article 13.4
18 PR 037	Repayment to Employer	Replaced by Agreement	Article 13.5
18 PR 040	Travel Reimbursement	Applies	
18 PR 045	Mileage and Vehicle Allowance	Applies	
18 PR 050	Awards	Applies	
18 PR 055	Reimbursement of Interview Travel Expenses	Applies	
18 PR 060	Relocation Expense	Applies	
Rule 19	Eaglecrest Ski Area Pay	Entire Rule does not apply	
Rule 20	Definitions	Entire Rule applies	

CBJ-IAFF Contract Negotiations
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Appendix "E"

STEP _____

GRIEVANCE FORM
IAFF/CBJ

- | | |
|-------------------------------------|--|
| 1. _____
Name of Employee | 2. _____
Employee Number |
| 3. _____
Division/Shift | 4. _____
Work phone Number |
| 5. _____
Supervisor's Name | 6. _____
Work phone Number |
| 7. _____
Date Grievance Occurred | 8. _____
Date Grievance discussed with Supervisor |

9. Did this grievance involve a violation of the contract? _____ If so, list which article(s) and section (s): _____

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

11. What is the remedy sought? _____

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

Signature (Grievant or Representative)

Date

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Appendix "F"
Standard Operating Guidelines

- 50.7 Pager Duty
- 50.8 Scheduled Leave
- 50.9 Trades
- 51.0 Overtime Assignments

CAPITAL CITY FIRE/RESCUE

SOG NUMBER: 50.7

STANDARD OPERATING GUIDELINES

DATE: 7-12-2006

REVISION DATES: 12/26/2006

PAGER DUTY

OBJECTIVE:

To provide a fair and equitable means for staffing pager duty.

GUIDELINE:

50.7.1 The Fire Chief will establish the time frame (months of operation) when the standby pager duty system will be in operation. Standby pager duty shifts will be in accordance with the contract. This program is currently inactive and can be reinstated at any time based on the staffing needs of the department.

50.7.2 Two people will be on pager duty for each day. In order to sign up for pager duty for the upcoming month, an individual needs to list up to 10 days of preference for duty and write the days on the Pager Duty Pick Dates sheet. These sheets need to be turned in to the Glacier Captain by 8:00am on the 10th of the month preceding the month being scheduled. For example, to pick dates for September, the sheet needs to be turned in by 8:00 am on August 10th. To assist in scheduling, they also need to indicate on the sheet whether they are a flight medic (FM), assistant flight medic (AFM), or non-medevac personnel (NM). Once the sheets have been turned in, a captain, preferably two, will assign the dates according to available medevac personnel, seniority, and also number of dates already assigned. Once the calendar has been scheduled, an email will be sent to notify participants of their assigned dates and to identify any dates left blank that need to be filled. The calendar should also be posted on the bulletin board at both the Juneau and Glacier stations. Any dates left blank will be filled on a first-come basis until the 15th of the month. Attempts will be made to keep the list updated so blank slots can be easily identified and filled. On the 15th of the month, any available dates will be filled using a selection process. The selection process will start with the junior person on the list who has not worked mandatory for that calendar year and continue to move up the list of seniority. A list will be kept of

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those people who have worked mandatory pager dates to lessen the chances of someone working more than one mandatory date until the mandatory list has been gone through. An email will be sent on the 15th to notify personnel of the final calendar.

50.7.3 Scheduling of dates:

50.7.3.1 The captain who is scheduling the calendar needs to collect all pager duty pick date sheets. They also will need the leave schedule, seniority roster, and that month's standby schedule in the computer.

50.7.3.2 A maximum of two dates per individual will be placed on the calendar per round. When filling the calendar, the captain will try to accommodate everyone's first two picks before moving down their list of dates. If a person's first two choices cannot be assigned, the captain will continue on their pick list until they have been assigned two dates or they have run out of a list of picks.

50.7.3.3 Flight medics need to be available for each day whether they are on regular duty or pager pay duty. If there are only two paramedics on duty and a paramedic on shift is one of the only two flight medics for the day, then a paramedic should be on pager pay to fill the on-duty paramedic's position if they should have to fly.

50.7.3.4 Seniority gets first priority when assigning dates unless there is no flight medic on regular duty. A person with flight medic qualifications will be assigned to that date to ensure medevac coverage. In the event that two or more persons with flight medic qualifications are available, the most senior person will be chosen.

50.7.3.5 Alleviating possible mandatory days or lack of coverage will be a consideration that may affect assigning dates on order of preference. For the most part, pick dates will be assigned in order of sign up sheet preference by seniority. Occasionally, order of preference will not be used if another person's dates will fill the calendar better. For example, Firefighter "A" has higher seniority and has picked 3 dates. Firefighter "B" has only picked one date which would be blocked if Firefighter "A" received their first two picks. In this case, Firefighter "B" would be assigned to their date and Firefighter "A" would receive their 2nd and 3rd picks instead of their first pick. Thus, three dates would be filled on the calendar instead of two.

50.7.3.6 If all the dates are not filled, the calendar will be posted for five days. During this time, signing will be on a first-come basis. Personnel need to contact the Glacier captain to sign up for any remaining slots provided they meet the qualifications [o]f any of the slot available. Attempts will be made between the 10th and the 15th to post updated lists and remind personnel to sign for any remaining dates.

50.7.3.7 If any mistake is made during the assignment of the calendar, notification of a Glacier station captain should be done as soon as possible preferably by the next shift. This will allow changes in assignments to be made as quickly as possible.

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50.7.3.8 An individual is responsible for their pager duty dates. Trading or finding someone else to provide coverage is allowed. The person who is signed for the date needs to notify the Glacier captain on duty of the change in personnel with at least one day advance notice by turning in a pager duty trade sheet. The pager duty trade sheet will have the people who are trading's initials and medevac qualifications. The captain approving the trade needs to ensure the substitute meets any qualifications needed to fill that slot.

50.7.3.9 If an OT day comes available, the person assigned to pager duty is already committed to an assignment and will have to pass unless they can find a suitable trade for their pager duty

50.7.8 If someone is sick on their day to pull pager duty, they need to notify the Glacier captain by 7:00 am that they are unable to do pager duty. The captain will attempt to find someone to replace them by calling through the list by seniority those people who have the qualifications to fill the slot. If no one accepts the standby pager assignment, the qualified person next up on the mandatory pager duty list, that is on duty, will be required to accept the assignment. In this event, the person required to take the position will be issued a single-use exemption from mandatory pager duty.

50.7.9 Anyone scheduled for Pager Duty shall confirm their Pager Duty status by calling the Glacier Station prior to 8:30 am on the day of their scheduled pager duty. At this time, anyone scheduled for pager duty who does not have flight medic status will be told which station to report to in the event of a medevac incident. If any assigned pager duty personnel does not confirm their status, the Glacier station captain shall attempt to contact the missing personnel. If contact can not be made, then the Glacier station captain shall make every attempt to find a replacement person to fill the obligation. The Glacier captain will then notify the Duty Officer and the Assistant Chief of the personnel staffing situation.

50.7.10 Anyone scheduled for Pager Duty shall carry with them a pager with either the pager duty tone or all call tone and a fire department handheld radio.

50.7.11 If anyone is scheduled for Pager Duty and fails to acknowledge the initial page out tone by either radio or phone within 3 minutes, then the Department shall require a written explanation as to the reason that person was unable to acknowledge the tone out. This written explanation shall be submitted to their captain or acting station officer who will submit it to the Division Chief of [~~Operations~~ Career Staff] for review.

50.7.12 The written explanation will be reviewed to identify equipment or operator error.

50.7.13 Pager Duty personnel must be able to respond within 20 minutes to the Glacier fire station. The only exception to this policy will be weather and road conditions.

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Title: SCHEDULED ANNUAL LEAVE

SOP #50.8

Date Issued: 8/31/06

Date Revised: 5/13/13

Approved by Chief Etheridge Signature on file

OBJECTIVE:

To establish consistent procedures for selecting, canceling, and using scheduled annual leave.

POLICY:

50.8.1 This guideline's intent is to establish consistent direction for a career staff who wishes to select leave, use leave, or give up leave.

50.8.2 The career staff's leave schedule will be maintained on the Highplains Human Resources Module. It will be administered by the Assistant Chief or their designee.

50.8.3 Leave selection and use will be governed by the following:

50.8.3.1. CCF/R will post the upcoming year's shift assignments by Oct 1st. The Captains will post the leave schedule for each shift by Oct. 4th. The schedule will ensure two leave selection slots per shift throughout the year, subject to the conditions of [Section 50.8.18]

50.8.3.2 Leave selection, leave schedule adjustments, leave usage, holdovers, pager duty, and standbys will at all times be subject to the following staffing requirements:

50.8.3.2.1 It is preferred one Captain will be on duty on each shift at all times.

If there is only one Captain on duty, they will be designated the Duty Captain. The second shift supervisor at the opposite station may be an Official Acting Captain or a Senior Firefighter.

There will always be a Captain or Official Acting Captain on duty. At no time will there be two Senior Firefighters in charge of both career shifts.

50.8.3.3 There will be one Paramedic on duty at each station on each shift at all times. The Captain or Engineer may act as the shift paramedic to achieve minimum staffing. This should not be a regular practice to achieve minimum staffing. When this occurs, the Captain or Paramedic will receive the pro pay as outlined in; Article 13.11 of the contract.

50.8.4 Leave shall be selected based on seniority with CCF/R. The selection process shall be as follows:

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- 50.8.5** The leave selection list will be arranged by seniority based on the employee's assignment on the following calendar year's shift roster.
- 50.8.6** The first and second rounds shall consist of up to 10 shifts Additional shifts may be selected in the third and subsequent rounds.
- 50.8.7** In the third and subsequent rounds, the remaining leave days will be divided by the number of employees still wishing to pick leave and each employee may then select two dates at a time up to that number of days by seniority. Leave selection in the third and subsequent rounds will continue until all employees have selected as much leave as desired or there are no more days available.
- 50.8.8** Each employee shall have three calendar days to schedule leave in rounds one and two.
- 50.8.9** In the third and any subsequent rounds, employees will have one calendar day to select the additional leave. The selection process should be completed by mid-December.
- 50.8.10** An employee who fails to make leave selection shall be dropped from that round of leave selection.
- 50.8.11** An employee on vacation during the leave selection process must arrange to notify the Department of their selection during their signing period or they will be passed in the process. The employee is responsible for finding out when their signing period is occurring.
- 50.8.11.1** All scheduled leave will be taken in 24 hour increments. Scheduled military leave need not be taken in 24-hour increments if not necessary to meet the military obligation.
- 50.8.12** An employee may not schedule personal leave in excess of the employee's leave balance at the time the leave is to be used. At any time in the year, an employee's leave on the leave schedule cannot exceed the employee's leave balance at the time the leave is to be used.
- 50.8.13** The leave schedule shall be completed and posted prior to December 31st. Any discrepancies shall be noted and corrected immediately.
- 50.8.14** All changes to the leave schedule must be approved in advance by the Shift Captain or the Division Chief of Operation. Captains will report changes to the leave schedule on the day the changes are made.

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50.8.15 Employees shall make all leave schedule requests through the Captains. The Captains shall insure that adequate staffing exists before forwarding requests to the Division Chief of Operations. Leave schedule adjustments, consistent with staffing requirements, will be permitted throughout the year as follows:

50.8.16 Available leave is defined as leave slots which are or become available on or after January 1st of each year, and may be utilized by the following methods.

50.8.16.1 Shift supervisor approval is required for use of available leave.

50.8.16.2 First come- first served

50.8.16.3 Union officials take priority in the use of available leave during the hours needed to accomplish official union activities.

50.8.16.4 If more than one person desires the same day, seniority shall prevail.

50.8.16.5 Should more than one person desire less than twenty-four (24) hours, the person requesting the larger time block shall prevail. Increasing bids for time will not be allowed.

50.8.16.6 Employees may split or utilize portions of Available Leave

50.8.16.7 Supervisors will take into account minimum staffing requirements when approving available leave, in order to reduce overtime expenditures.

50.8.16.8 Canceling Leave (*Amended by LOA 8-26-11*):

Leave shall be cancelled with as much notice as possible; however leave shall be cancelled at the latest by noon the day before the employee's next shift. The employee must call the Station 3 Captain. If the Station 3 Captain is not available, the employee then must call the Station 1 Captain.

After receiving the notification of cancellation the captain will send an email to the Assistant Chief, and copy in the Fire Chief Administrative Assistant. If the email is sent by the Station 1 Captain he will include the employees' captain. And the daily roster will be also updated.

If employee is unable to contact either captain then they will call Station 3 and leave a message with the ARFF person. If that person is unavailable, then the employee will contact the Career Division Chief.

50.8.17 Employees may exchange scheduled leave on a shift for shift basis with one shift advance notice. If there is no shift for shift exchange between employees, the change will be considered a cancellation of leave.

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The Fire Chief or Assistant Chief may modify the leave schedule, including changing or cancelling scheduled leave, if the needs of the department warrant such action. Such modifications may include, but are not limited to, providing priority in leave selection to employees for military leave or FMLA absences, blocking unscheduled leave for training activities, and blocking unscheduled leave to avoid payment of overtime during periods of staffing shortage. Blocking of leave for training or staffing shortage will occur only after the selection process is completed with the exception of mandatory training.

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Title: SHIFT TRADES

SOP #50.9

Date Issued: 4/5/2007

Date Revised: 5/13/2013

Approved by Chief Etheridge Signature on file

OBJECTIVE:

To provide direction for trades in accordance with Article 11 of the IAFF Contract.

POLICY:

This policy supersedes SOG 50.9 dated April 5, 2007

50.9.1 Department employees may voluntarily trade duty hours when approved. Such an agreement is a voluntary transaction between employees only. Department approval is required for trades and the following conditions apply:

50.9.2 Management is not responsible for any time owed or banked between staff because of trades. Management will remain at "arm's length" in trade arrangements.

No additional costs may be charged to CBJ by approval of trades with the exception of Acting Captain professional pay.

50.9.3 Trades are a privilege, not a right.

50.9.4 Approval by the Fire Chief or designee is required prior to the trade or standby taking place.

50.9.4.1 Requests for shift trades, are to be submitted to the shift Captain during the employee's regularly scheduled shift. Requests may also be made to the station Captain on shift if the request for a trade or standby trade arises between the last shift worked and the date of the trade request. If minimum manning, mandatory training and department operational needs are met, the Captain will approve the trade or standby. The trade or standby will be entered into the High Plains system. Captains are responsible for assuring that they have a plan in place for their next shift so the Captain approving the shift can ascertain whether the trade is appropriate.

If an employee is out of town and has an unexpected delay in returning to work as anticipated due to conditions outside of his or her control, the employee may seek to have a trade or standby trade arranged via telephone.

50.9.4.2 Trades for Captains must be approved by the Assistant Chief prior to the trade or standby taking place.

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The Assistant Chief will review submitted trades and standbys and is authorized to revoke the trade if minimum manning, mandatory training or departmental needs are compromised by the trade.

Probationary employees during the probationary period and Temporary employees may not serve trades until approved by the Fire Chief or designee.

Record keeping for trades is the sole responsibility of the employees.

While performing a trade, staff will be in uniform and will perform the duties assigned to that position or as given by the supervisor.

In the event of illness of the employee providing the trade, the position will be covered by normal sick leave procedures and the employee normally scheduled to work that day will be charged personal leave, up to a maximum of 24 hours.

Members may elect to repay shift trades through annual leave transfers consistent with the parameters in the current IAFF Contract.

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Title: OVERTIME

SOP # 51.0

Date Issued: 11/27/06

Date Revised: 5/13/13

Approved by Chief Etheridge Signature on file

PUROPSE: To provide a clearly defined method to fairly and consistently provide overtime opportunities to career staff.

SCOPE: This SOP applies to IAFF members of the department.

RESPONSIBILITY: The management of this SOP is done through the Shift Captain and Assistant Chief.

POLICY:

51.1 OVERTIME SCHEDULING

Overtime under this section applies to shift coverage overtime. Shift coverage overtime is overtime that fills an on duty slot. (e.g. coverage for sick leave, workman's compensation, FMLA coverage, minimum staffing). Overtime assignment procedures under this section do not apply to emergency hold-over, or emergency call-back overtime. Those assignments will be made in the most expeditious manner possible.

51.1.1 January 1st, at 08:00 hours, of each year an overtime opportunity list will be prepared. Each employee will be listed in order of seniority.

51.1.2 A person scheduled to work or having worked 48 continuous hours is not eligible to accept a further overtime assignment unless they have had a break in work of at least twelve (12 hours). The Fire Chief or his designee may allow employees to work beyond 48 hours with consideration to run volume during the said 48 hour shift. This section is not applicable to emergency hold-over or call back.

51.1.3 A person scheduled for med-evac standby time on the same day as the overtime assignment may not accept the overtime assignment. (Se SOG 50.7.5)

51.1.4 Unscheduled overtime will be offered to the first qualified member on the top of the overtime list. If they refuse the offer, the assignment will be offered to the next qualified person on the overtime list, and then progressively down the list until the assignment is accepted.

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- 51.1.5** When a person accepts the overtime assignment, the number of hours they work will be credited to them and they will move down the list so that the person with the most number of hours credited to them will be at the bottom of the list. In the event of two or more persons having the same number of hours, they will be ranked by seniority with the most senior person being above the lesser senior person.
- 51.1.6** Scheduled overtime will be offered to the first qualified member on the top of the overtime list. If they refuse the offer, the assignment will be offered to the next qualified person and then progressively down the list until the assignment is accepted. If they accept the offer and there are remaining dates of scheduled overtime to fill, the assignment will be offered to the next qualified person and then progressively down the list. Captains or Acting Captains will try to fill the scheduled overtime list within 2 weeks of the initial start of the overtime. Employees will be given up to an hour to accept or decline the scheduled overtime.
- 51.1.7** All scheduled overtime will be documented when the overtime has been actually worked, and not when the overtime has been assigned.
- 51.1.8** A refusal will not cause any change to the ranking process for either unscheduled or scheduled overtime.

51.2 MANDATORY OVERTIME

- 51.2.1** If the procedures in section 51.1 do not result in the overtime assignment being accepted, the least senior qualified person on the off-going shift will be assigned to the overtime. If a firefighter/EMT slot is required, the least senior firefighter/EMT is the designated Qualified person. If a paramedic/firefighter slot is required, the least senior paramedic/firefighter is the designated qualified person. If a Captain slot is required, the least senior Captain or Acting Captain is the designated qualified person.
- 51.2.2** The mandatory overtime will not be assigned to the least senior person on the off-going shift if any of the following are applicable:
- 51.2.2.1** The designated person is scheduled to begin scheduled leave on their next regular shift
 - 51.2.2.2** The designated person has just completed a 48 hour shift
 - 51.2.2.3** The designated person locates a qualified person who will take the assignment.
 - 51.2.2.4** The designated person is previously scheduled to work a med-evac standby during the overtime shift.

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- 51.2.2.5** The designated person is ill or injured. A physician statement will be required.
- 51.2.3** If the least senior person is excused from the assignment due to section 51.2.2, the next senior qualified person on the off-going shift will be responsible for accepting the assignment.
- 51.2.4** Mandatory assignments may be split between two or more persons.
- 51.2.5** The person who is assigned to a mandatory shift will be excused from another mandatory shift until the mandatory list has rotated through the seniority list.
- 51.2.6** Mandatory off-duty overtime may be assigned for training purposes. Selection for this purpose will [be] dictated by training needs and persons will not be selected per sections 51.2.1 – 51.2.5.
- 51.2.7** The list will terminate on January 1st at 07:59:59 hours each year and the new list in item #1 will come into effect.
- 51.2.8** The Overtime list will be maintained at the Glacier Station (Station #3) and kept up to date by the Captain or Acting Captain at Glacier Station.

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Appendix "G"

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

LOA#: 13-I-05

Re: IAFF member participation in MERP

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

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

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

FOR THE CITY AND BOROUGH
OF JUNEAU:

Signature on file

Kimberly A. Kiefer
City Manager

7/1/2013

Date

FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL 4303:

Signature on file

Noah Jenkins
President

7/1/2013

Date

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Appendix "H"

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

LOA#: 13-I-06

Re: ~~Shift Trades and Leave Transfer~~

Effective July 1, 2013, the parties shall enter into a pilot project regarding shift trades and personal leave transfer.

- A. — ~~Employees engaging in shift trades may "pay" for a shift trade through the exchange of personal leave in lieu of working the owed trade day.~~
- B. — ~~The employee may opt to transfer the applicable amount of leave hours from their account to the leave account of the person that is owed. Shift trades for leave transfer will be on an hour for hour basis.~~
- C. — ~~All other practices and procedures related to shift trades remain in place.~~

~~The parties agree to revisit the success and challenges of this pilot project on or between the dates of July 1, 2014 through August 31, 2014. If no agreement is reached during that time frame, the pilot program shall expire. Time frames may be extended by mutual consent.~~

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

~~FOR THE CITY AND BOROUGH
OF JUNEAU:~~

~~Signature on file
Kimberly A. Kiefer
City Manager~~

~~7/1/2013
Date~~

~~FOR THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
LOCAL 4303:~~

~~Signature on file
Noah Jenkins
President~~

~~7/1/2013
Date~~

Presented by: The Manager
Introduced:
Drafted by: Mayor

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2807

A Resolution of the City and Borough of Juneau in Support of the Enforcement of the Boundary Waters Treaty in the Southeast Alaska/Northwest British Columbia Transboundary Region.

WHEREAS, the transboundary rivers of Northwest British Columbia and Southeast Alaska have tremendous unique economic, ecological, cultural, and recreational value; and

WHEREAS, protecting productive pristine waters and intact habitats throughout these transboundary river systems is necessary to ensure healthy wild salmon populations and abundant fisheries; and

WHEREAS, large-scale mining in British Columbia is experiencing unprecedented and rapid expansion within the Taku, Stikine, and Unuk watersheds; and

WHEREAS, projects of concern include Tulsequah Chief, New Polaris, and Big Bull in the Taku watershed; Galore Creek, Red Chris mine, and Schaft Creek in the Stikine watershed; and the Kerr-Sulphurets-Mitchell project and Brucejack mine in the headwaters of the Unuk River; and

WHEREAS, large-scale mining development could have significant adverse effects on the environment and fisheries within the transboundary region, including areas important to residents of the businesses in Juneau; and

WHEREAS, the projects of concern would generate billions of tons of acid generating tailings, which would be held behind huge dams and which could pose the threat of acid rock drainage for centuries, if not in perpetuity; and

WHEREAS, ongoing acid rock drainage at the Tulsequah Chief mine, and the Mount Polley tailings dam failure, demonstrate weaknesses in current monitoring and enforcement efforts in British Columbia; and

WHEREAS, the Auditor General of British Columbia issued a report on May 3, 2016, on her audit of compliance and enforcement in the mining sector and found that the British Columbia Ministry of Energy and Mines and Ministry of the Environment's "compliance and enforcement activities of the mining sector are inadequate to protect the province from significant environmental risks"; and

WHEREAS, the Statement of Cooperation on Protection of Transboundary Waters, signed by Lieutenant Governor Byron Mallott, Bill Bennett, British Columbia Minister of Energy and Mines, and Mary Polak, British Columbia Minister of the Environment, on October 6, 2016, is important, but cannot provide binding, enforceable protections for the residents, rivers, and watersheds of the State of Alaska; and

WHEREAS, commercial fishermen, subsistence and recreational users, elected leaders, local communities, and Native Tribes and First Nations on both sides of the Alaska / Canadian border have raised concerns about the pace and scope of the proposed large-scale mining development in the watersheds of transboundary river systems and the potential for harm to water quality, fish and wildlife, and the socio-economic sustainability of local communities such as Juneau within the region; and

WHEREAS, the Boundary Waters Treaty of 1909 between the United States and Canada states in Article IV, "It is further agreed that the waters herein defined as boundary waters and waters flowing across the boundary shall not be polluted on either side to the injury of health or property on the other," and provides a mechanism to address transboundary water concerns through the International Joint Commission.

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

Section 1. The City and Borough of Juneau strongly urges the United States government to utilize any and all powers under the Boundary Waters Treaty to develop binding and enforceable protections to ensure that Alaska resources and ways of life are not harmed by upstream Canadian development in British Columbia.

Section 2. The concerns of affected local communities, individuals, and user groups downstream from these projects must be integral to transboundary watershed development decision-making. The City and Borough urges our Canadian neighbors and the United States government to establish greater opportunity for these voices to be heard.

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: M. Cosgrove

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2809

A Resolution Establishing the Fees for Animal Control and Protection Services, and Repealing Resolution No. 2767.

WHEREAS, CBJ 08.50.010 provides that the Assembly establish fees for services provided under the Animal Control and Protection Code; and

WHEREAS, Resolution No. 2767, adopted on September 26, 2016, established the current schedule of fees and charges for animal control and protection services; and

WHEREAS, the Gastineau Humane Society has reviewed the current fee schedule and recommends modifications to improve its ability to provide quality service; and

WHEREAS, the Assembly has reviewed this recommendation and has determined that the proposed fee changes are warranted at this time.

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

Section 1. Animal Control and Protection Fee Schedule. Pursuant to CBJ 08.50.010, the following fees shall be charged for services provided under the Animal Control and Protection Code:

(a) Dog License Fees. The annual license fee shall be \$45.00 for each dog over the age of six months, provided that the fee shall be \$20.00 for each spayed female and each neutered male over the age of six months, and provided further that the fee shall be reduced by one-half for dogs acquired after September 1st of the calendar year and for dogs which attain the age of six months after that date. A late fee of \$15.00 shall be added to the license fee for any license issued after March 31st unless the dog is under six months of age or the owner relocated to the City and Borough within 30 days immediately prior to that date.

(b) Special License Fee. The annual fee for a special license for potentially dangerous or dangerous dogs shall be \$100.00. A late fee of \$50.00 shall be added to the special license fee for any special license issued after January 31st unless the owner relocated to the City and Borough within 20 days immediately prior to that date.

(c) License and Permit Transfer Fees. The fee for the transfer of a special license or an animal establishment permit shall be \$25.00.

(d) Duplicate Tag Fee. The fee for the issuance of a duplicate of a lost license tag shall be \$5.00.

(e) Impound Fee. The fee for impoundment shall be as follows:

Number of Impounds of Same Animal Within One Calendar Year	Fee
1 st	\$ 50.00
2 nd	\$ 60.00
3 rd	\$ 75.00
4 th and subsequent impounds	\$100.00

(f) Impound Boarding Fee. The fee for boarding an impounded animal shall be established according to the table below. The fee shall be charged per day or any portion of a day until the owner of the animal collects the animal from the shelter.

Boarding Fee Per Day	Altered Animal	Unaltered Animal	In-Season Animal
Basic Impound – any species	\$30	\$40	\$50
Dangerous Dog	\$50	\$50	\$50
Bite Quarantine - Canine	\$50	\$60	\$80
Bite Quarantine - Feline	\$30	\$40	\$50

For purposes of this section, a day shall be the period of time from midnight to midnight.

(g) Group License Fee. Six or more dogs kept at the same location by the same person and registered as a kennel may be licensed as a group for annual fee of \$5.00 per dog, which shall be good until expiration of the group license. If a dog leaves the group there shall be no refund or transfer of credit for the \$5.00 fee.

Section 2. Repeal of Resolution. Resolution No. 2767 is repealed.

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced:
Drafted by: M. Cosgrove

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2809

A Resolution Establishing the Fees for Animal Control and Protection Services, and Repealing Resolution No. 2767.

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WHEREAS, Resolution No. 2767, adopted on September 26, 2016, established the current schedule of fees and charges for animal control and protection services; and

WHEREAS, the Gastineau Humane Society has reviewed the current fee schedule and recommends modifications to improve its ability to provide quality service; and

WHEREAS, the Assembly has reviewed this recommendation and has determined that the proposed fee changes are warranted at this time.

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

Section 1. Animal Control and Protection Fee Schedule. Pursuant to CBJ 08.50.010, the following fees shall be charged for services provided under the Animal Control and Protection Code:

(a) Dog License Fees. The annual license fee shall be \$45.00 for each dog over the age of six months, provided that the fee shall be \$20.00 for each spayed female and each neutered male over the age of six months, and provided further that the fee shall be reduced by one-half for dogs acquired after September 1st of the calendar year and for dogs which attain the age of six months after that date. A late fee of \$15.00 shall be added to the license fee for any license issued after March 31st unless the dog is under six months of age or the owner relocated to the City and Borough within 30 days immediately prior to that date.

(b) Special License Fee. The annual fee for a special license for potentially dangerous or dangerous dogs shall be \$100.00. A late fee of \$50.00 shall be added to the special license fee for any special license issued after January 31st unless the owner relocated to the City and Borough within 20 days immediately prior to that date.

(c) License and Permit Transfer Fees. ~~The fee for the transfer of a dog license shall be \$2.50.~~ The fee for the transfer of a special license or an animal establishment permit shall be \$25.00.

(d) Duplicate Tag Fee. The fee for the issuance of a duplicate of a lost license tag shall be \$5.00.

(e) Impound Fee. The fee for impoundment shall be as follows:

Number of Impounds of Same Animal Within One Calendar Year	Fee
1 st	\$ 30.00 <u>50.00</u>
2 nd	\$ 50.00 <u>60.00</u>
3 rd	\$ 75.00
4 th <u>and subsequent impounds</u>	\$100.00

(f) Impound Boarding Fee. The fee for boarding an impounded animal shall be established according to the table below. The fee shall be charged ~~\$10.00~~ per day or any portion of a day until the owner of the animal is ~~contacted, at which time the fee shall increase to \$15.00 per day or any portion of a day, beginning on the day after the owner in [sic] contacted~~ collects the animal from the shelter.

<u>Boarding Fee Per Day</u>	<u>Altered Animal</u>	<u>Unaltered Animal</u>	<u>In-Season Animal</u>
<u>Basic Impound – any species</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>
<u>Dangerous Dog</u>	<u>\$50</u>	<u>\$50</u>	<u>\$50</u>
<u>Bite Quarantine - Canine</u>	<u>\$50</u>	<u>\$60</u>	<u>\$80</u>
<u>Bite Quarantine - Feline</u>	<u>\$30</u>	<u>\$40</u>	<u>\$50</u>

For purposes of this section, a day shall be the period of time from midnight to midnight.

(g) Group License Fee. Six or more dogs kept at the same location by the same person and registered as a kennel may be licensed as a group for annual fee of \$5.00 per dog, which shall be good until expiration of the group license. If a dog leaves the group there shall be no refund or transfer of credit for the \$5.00 fee.

Section 2. Repeal of Resolution. Resolution No. 2767 is repealed.

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

MEMORANDUM

CITY/BOROUGH OF JUNEAU
155 SOUTH SEWARD STREET, JUNEAU, ALASKA 99801

TO: Rorie Watt
City and Borough Manager

DATE: September 5, 2017

FROM: Greg Smith
Contract Administrator

FILE: 1939

SUBJ: BID RESULTS:
Douglas Highway Water Main Replacement
CBJ Contract No. BE17- 207

Bids were opened on the subject project on July 26, 2017. The bid protest period expired at 4:30 p.m. on July 28, 2017. Results of the bid opening are as follows:

RESPONSIVE BIDDERS	TOTAL BID
Miller Construction Company	\$1,694,125
Glacier State Contractors	\$2,154,512
Admiralty Construction Inc.	\$2,254,395
Arete Construction Corp.	\$2,579,340
Engineer's Estimate	\$2,416,260

Project Manager: Paul Beck

ENTER Project Description: Replacement of the ductile and cast iron water mains and associated services along Douglas Highway from Sitka Street to David Street.

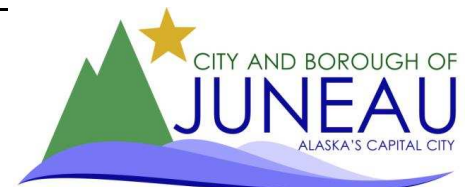
Funding Source: Water Fund and Temporary Sales Tax
Total Project Funds: \$3,378,630
CIP No.: W75-054
Construction Encumbrance: \$1,694,125
Construction Contingency: \$169,412.50
Consultant Design: \$144,085.75
Consultant Contract Administration/Inspection: \$135,530
CBJ Administrative costs: \$50,823.75

Staff recommends award of this project to Miller Construction Company for the total amount bid of \$1,694,125.

Approved: _____
Duncan Rorie Watt
City & Borough Manager

Date of Assembly Approval: _____

c: CBJ Purchasing





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

July 28, 2017

City & Borough of Juneau

Attn: City Clerk

Via Email: mcb_notice@juneau.org

License Number:	10266
License Type:	Standard Marijuana Cultivation Facility
Licensee:	The Fireweed Factory LLC
Doing Business As:	THE FIREWEED FACTORY LLC
Physical Address:	8415 Airport Blvd. Space B Juneau, AK 99801
Designated Licensee:	Paul Disdier
Phone Number:	907-957-2670
Email Address:	pvdalaska@gci.net

AMCO has received a complete renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.035(c)(2).

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

Erika McConnell

Erika McConnell
Director

Alcohol & Marijuana Control Office

Initiating License Application

6/29/2017 12:27:13 PM

License Number: 10266**License Status:** Active**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** THE FIREWEED FACTORY LLC**Business License Number:** 1034839**Designated Licensee:** Paul Disdier**Email Address:** thefireweedfactory@gmail.com**Local Government:** Juneau (City and Borough of)**Community Council:****Latitude, Longitude:** 58.359000, -134.570000**Physical Address:** 8415 Airport Blvd. Space B
Juneau, AK 99801
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10032994**Alaska Entity Name:** The Fireweed Factory LLC**Phone Number:** 907-957-2670**Email Address:** thefireweedfactory@gmail.com**Mailing Address:** 8393 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Michael Stark
[REDACTED]
[REDACTED]**Phone Number:** 907-321-0807**Email Address:** mjl2@att.net**Mailing Address:** 8270 N. Douglas
Juneau, AK 99801
UNITED STATES**Entity Official #2****Type:** Individual**Name:** James Disdier
[REDACTED]
[REDACTED]**Phone Number:** 907-957-5492**Email Address:** jfdjuneau@gmail.com**Mailing Address:** 9951 Stephen Richards Memoria
l Dr. #29
Juneau, AK 99801
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Paul Disdier
[REDACTED]
[REDACTED]**Phone Number:** 907-957-2670**Email Address:** pvdalaska@gci.net**Mailing Address:** 8393 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #4****Type:** Individual**Name:** Shane Quigley
[REDACTED]
[REDACTED]**Phone Number:** 907-957-1482**Email Address:** quigleys@me.com**Mailing Address:** 4449 Mountainside
Juneau, AK 99801
UNITED STATES**Entity Official #5****Type:** Individual**Name:** Kimberlee Wear
[REDACTED]
[REDACTED]**Phone Number:** 907-957-6280**Email Address:** wearhoward@outlook.com**Mailing Address:** 2280 Channel Vista Dr.
Juneau, AK 99801
UNITED STATES

Entity Official #6**Type:** Individual**Name:** Joseph Lilly

[REDACTED]
[REDACTED]

Phone Number: 907-209-8338**Email Address:** jntlw224185@gmail.com**Mailing Address:** PO Box 240008
Douglas, AK 99824
UNITED STATES**Entity Official #7** Page 169 of 282**Type:** Individual**Name:** Robert Banghart

[REDACTED]
[REDACTED]

Phone Number: 907-209-1344**Email Address:** BANGER9@gmail.com**Mailing Address:** 6615 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #8****Type:** Individual**Name:** Callahan Dillon

[REDACTED]
[REDACTED]

Phone Number: 541-977-5426**Email Address:** dilloncallahan@gmail.com**Mailing Address:** 2936 Douglas Hwy
Juneau, AK 99624
UNITED STATES**Entity Official #9****Type:** Individual**Name:** William Lomax

[REDACTED]
[REDACTED]

Phone Number: 907-612-1919**Email Address:** w.lomax123@gmail.com**Mailing Address:** PO Box 211635
Auke Bay, AK 99821
UNITED STATES

Note: No affiliates entered for this license.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

July 28, 2017

City & Borough of Juneau

Attn: City Clerk

Via Email: mcb_notice@juneau.org

License Number:	10800
License Type:	Retail Marijuana Store
Licensee:	The Fireweed Factory LLC
Doing Business As:	THE FIREWEED FACTORY LLC
Physical Address:	237 Front Street Juneau, AK 99801
Designated Licensee:	Paul Disdier
Phone Number:	907-957-2670
Email Address:	thefireweedfactory@gmail.com

AMCO has received a complete renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.035(c)(2).

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Sincerely,

Erika McConnell

Erika McConnell
Director

Alcohol & Marijuana Control Office

Initiating License Application

6/29/2017 12:30:04 PM

License Number: 10800**License Status:** Active**License Type:** Retail Marijuana Store**Doing Business As:** THE FIREWEED FACTORY LLC**Business License Number:** 1034839**Designated Licensee:** Paul Disdier**Email Address:** thefireweedfactory@gmail.com**Local Government:** Juneau (City and Borough of)**Community Council:****Latitude, Longitude:** 58.300000, -134.407000**Physical Address:** 237 Front Street
Juneau, AK 99801
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10032994**Alaska Entity Name:** The Fireweed Factory LLC**Phone Number:** 907-957-2670**Email Address:** thefireweedfactory@gmail.com**Mailing Address:** 8393 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Paul Disdier
[REDACTED]
[REDACTED]**Phone Number:** 907-957-2670**Email Address:** thefireweedfactory@gmail.com**Mailing Address:** 8393 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #2****Type:** Individual**Name:** James Disdier
[REDACTED]
[REDACTED]**Phone Number:** 907-957-5492**Email Address:** jfdjuneau@gmail.com**Mailing Address:** 9951 Stephen Richards Memoria
I Dr. #29
Juneau, AK 99801
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Michael Stark
[REDACTED]
[REDACTED]**Phone Number:** 907-321-0807**Email Address:** mjx2@att.net**Mailing Address:** 8270 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #4****Type:** Individual**Name:** Robert Banghart
[REDACTED]
[REDACTED]**Phone Number:** 907-209-1344**Email Address:** BANGER9@gmail.com**Mailing Address:** 6615 N. Douglas Hwy
Juneau, AK 99801
UNITED STATES**Entity Official #5****Type:** Individual**Name:** Joseph Lilly
[REDACTED]
[REDACTED]**Phone Number:** 907-209-8338**Email Address:** jntlw224185@gmail.com**Mailing Address:** PO Box 240008
Douglas, AK 99824
UNITED STATES

Entity Official #6**Type:** Individual**Name:** Kimberlee Wear

[REDACTED]
[REDACTED]

Phone Number: 907-957-6280**Email Address:** wearhoward@outlook.com

Mailing Address: 2280 Channel Vista Dr.
Juneau, AK 99801
UNITED STATES

Entity Official #7 Page 172 of 282**Type:** Individual**Name:** Shane Quigley

[REDACTED]
[REDACTED]

Phone Number: 907-957-1482**Email Address:** quigleys@me.com

Mailing Address: 4449 Mountainside
Juneau, AK 99801
UNITED STATES

Entity Official #8**Type:** Individual**Name:** Callahan Dillon

[REDACTED]
[REDACTED]

Phone Number: 541-977-5426**Email Address:** dilloncallahan@gmail.com

Mailing Address: 2936 Douglas Hwy
Juneau, AK 99624
UNITED STATES

Entity Official #9**Type:** Individual**Name:** William Lomax

[REDACTED]
[REDACTED]

Phone Number: 907-612-1919**Email Address:** w.lomax123@gmail.com

Mailing Address: PO Box 211635
Auke Bay, AK 99821
UNITED STATES

Note: No affiliates entered for this license.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

August 10, 2017

City & Borough of Juneau

Attn: City Clerk

Via Email: mcb_notice@juneau.org

License Number:	12311
License Type:	Standard Marijuana Cultivation Facility
Licensee:	ISG, Inc.
Doing Business As:	JUNEAU'S GREEN GARDEN
Physical Address:	5011 Short Street, Suite 1 Juneau, AK 99801
Designated Licensee:	Paul Burrows
Phone Number:	907-723-1178
Email Address:	pauilyburrowsak@gmail.com

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Onsite Consumption Endorsement**

AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our May 2017 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov

Alcohol & Marijuana Control Office

Initiating License Application

2/28/2017 10:07:07 AM

License Number: 12311**License Status:** New**License Type:** Standard Marijuana Cultivation Facility**Doing Business As:** JUNEAU'S GREEN GARDEN**Business License Number:** 1049320**Designated Licensee:** Paul Burrows**Email Address:** paulyburrowsak@gmail.com**Local Government:** Juneau (City and Borough of)**Community Council:****Latitude, Longitude:** 58.210000, -134.293000**Physical Address:** 5011 Short Street, Suite 1
Juneau, AK 99801
UNITED STATES**Licensee #1****Licensee Type:** Entity**Alaska Entity Number:** 10051352**Alaska Entity Name:** ISG, Inc.**Phone Number:** 907-723-1178**Email Address:** paulyburrowsak@gmail.com**Mailing Address:** 2915 Jackson Rd.
Juneau, AK 99801
UNITED STATES**Affiliate #1****Licensee Type:** Individual**Name:** Paul Burrows
[REDACTED]
[REDACTED]**Phone Number:** 907-723-1178**Email Address:** paulyburrowsak@gmail.com**Mailing Address:** 2915 Jackson Rd.
Juneau, AK 99801
UNITED STATES



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**What is this form?**

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	ISG, Inc	License Number:	12311		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	JUNEAU'S GREEN GARDEN				
Premises Address:	5011 Short Street, Suite 1				
City:	Juneau	State:	ALASKA	ZIP:	99801

Mailing Address:	2915 Jackson Rd				
City:	Juneau	State:	ALASKA	ZIP:	99801

Primary Contact:	Paul Burrows				
Main Phone:	907-723-1178	Cell Phone:			
Email:	paulburrowsak@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

Describe how you will prevent unescorted members of the public from entering restricted access areas:

The facility will be equipped with 24 hour monitoring alarm system, exterior lighting, and video surveillance. All entrances, exits, security doors, restricted access areas, windows, every portion of the secured storage area, safe room, and the exterior of the building will have security cameras installed to monitor and identify all activity. All members of the public who are allowed access to the facility must check in at the front entrance door and obtain a visitor badge, and are to be worn and clearly displayed at all times while on the premises. To maintain the security of the facility and all marijuana, access to the facility will be monitored and restricted at all times. Access will only be granted to employees and the licensee, with the limited exception of scheduled pre-approved visitors. The facility will have a commercial grade lock that will remain locked even during business hours. Additionally, Juneau's Green Garden signage indicating that any members of the public are not allowed unescorted access will be clearly displayed on the door. The entire facility is a designated restricted access area and the entry door will remain locked at all times and employees will be trained to always ensure the door is closed after them to ensure it closes behind persons as they either enter or leave the secured access area. Distinct and apparent cameras will be placed throughout and around the facility to encourage people to not attempt access.

Describe your processes for admitting visitors into and escorting them through restricted access areas:

The licensee, manager on duty, specially-defined agents, and any emergency personnel during the time of an emergency will have unrestricted access to the entire facility. All other individuals who are permitted access to restricted areas must be accompanied by an escort at all times. All visitors will enter through the front entrance door and check in with a security agent in the lobby reception area. All visitors must provide valid government-issued identification and must be pre-approved and scheduled by at least one Licensee prior to entrance. The visitor will sign into a log with the date, time in and out of the restricted space, and purpose of their visit. The log will be kept and stored as a business record and will be made available to AMCO upon request. All visitors will be given a visitor badge to be displayed on their person at all times and returned upon exit. No more than 5 visitors will be escorted by an employee while in the restricted access areas, and once the visit has concluded, the visitor must leave the premises immediately.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

All visitors who wish to access the the Restricted Access Area must sign into a log book noting their name, date of visit, the purpose of the visit, and the time in and out of the facility. All visitors will be required to sign in, and to provide valid government issued identification. Juneau's Green Garden will retain the visitor log that will be available to AMCO upon request. Any additional information pertinent to the visit will also be retained as a business record (ie such as scale inspection report if its an agent from the Weights Measurement dept., etc). The records will be stored on the company's computer server, hard original copy will be stored in the secured locked cabinet located [in the office room of the warehouse. The office room is the first door on the right in the warehouse diagram]. After 7 years the hard copy may be destroyed. Juneau's Green Garden does not intend to destroy any electronic copies.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Security Alarm Systems and Lock Standards (3 AAC 306.715):**

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will be positioned against the building and perimeter, and evenly distributed throughout the property. The building already has exterior lighting that has been deemed adequate by the city planner when we applied for the CUP. The security cameras have night vision up to 100ft. lights to be affixed to the building, motion censored infrared lights to be evenly distributed on the property, and lights to be posted along the outer perimeter of the premises. The light fixtures will keep the premises, signs, doors, and windows well lit, and allow the exterior surveillance cameras to record individuals up to twenty (20) feet from all entry points. The lighting fixtures will be positioned at an inaccessible height with sturdy housings to deter vandalism and common obstructions. The bulbs will be extremely bright to maximize visibility and deter crime. The exterior lighting will be checked daily by the manager on duty to ensure that each light in the system is operational, and that each mount is positioned for optimum recording clarity and to deter unauthorized presence on the premises.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

A third party security company will install the alarm system, maintain its equipment, test the devices every six (6) months, and continuously monitor the facility to ensure the safety of the property and to detect unauthorized activity. The alarm system will be set up to monitor for intrusions with motion detectors in all areas of the building during closed hours. The licensee and managers will be educated on the alarm system by the third party company and installers. Company education will include all alarm functions, arming and disarming the system, police response, and proper use of the system. Each morning, the on-site manager will disable the overnight alarm system and check the surveillance cameras and recordings to ensure the system is functioning as expected. The last facility agent to leave the facility each night will activate the overnight devices and sensors, and lock all doors and windows that are not self-locking.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

Sensors will be installed and maintained on all potential entry points, including all doors, and windows to monitor for motion, intrusion, or activity when the alarm system is activated. The last employee to leave the facility each day will lock all doors and windows that are not self locking, and will activate the overnight security devices and sensors. The alarm system will be active at all times that the facility is closed, and any attempted intrusion will initiate an immediate and electronic notification to the off-site security center. Each morning, the on-site manager will disable the alarm system, and inspect the security cameras and recordings to ensure that the system is functioning as expected.

**Alaska Marijuana Control Board****Form MJ-01: Marijuana Establishment Operating Plan**

Describe your policies and procedures for preventing diversion of marijuana or marijuana product:

Video surveillance will continuously monitor all areas of the premises where marijuana is present, including areas where marijuana is grown, processed, packaged, and stored. Marijuana will not be permitted anywhere outside of the video monitored processing, cultivating, and/or curing areas unless being transported by authorized employees with a valid transport manifest. There will be a zero tolerance policy for unacceptable employee/licensee handling of marijuana. Juneau's Green Garden understands that diversion is a two way street and is equally profitable diverting product out of the legal system as it is diverting product from the illegal system into the legal market. All employees will complete mandatory training in recognizing such activity, and are required to notify ownership or management if they suspect such activity is occurring. In the event that an employee is caught stealing or illegally distributing marijuana, OR infusing the facility with non-regulated black market product, will result in Juneau's Green Garden notifying local law enforcement immediately, comply with all directives, and provide all necessary information and records for the investigation. All reports and documentation concerning a suspected or actual theft will be maintained by the company for five (5) years and made available to AMCO upon request

Describe your policies and procedures for preventing loitering:

Juneau's Green Garden will have a "No Loitering" sign clearly posted on the exterior of their facility. If an employee suspects that a person is loitering outside the establishment, they will be given a verbal warning that law enforcement will be notified and asked to leave the premises by a company agent. Agents will maintain a regular periodic check around the property to deter any unauthorized entrance.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

Motion detectors will be rigged to the exterior lighting system, in addition to the stationary lights, to allow for additional security measures during closed hours and provide extra lighting for all surveillance recordings. The alarm system will monitor for intrusions with motion detectors on all access points, including doors, and windows during closed hours. Any unauthorized or attempted intrusion will prompt an automatic, electronic alert to the security company who will then contact local law enforcement and ownership. All alarm systems and devices will be tested every six (6) months.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

During emergencies, management will evacuate the building and agents of the company will await the arrival of local emergency officials in a safe and accessible location. All visitors present on the premises will be escorted immediately to the nearest exit in a safe and organized manner. When any dangerous, threatening, or unauthorized activity is reported to local law enforcement, employees will comply with directives and remain in a safe location while the incident is addressed. After the emergency is resolved, employees will look for property damage, verify cash and inventory, and submit all necessary documentation to law enforcement officials for a police report. Surveillance footage will be downloaded and submitted to police officials to aid in their investigation, and authorized officials will be given direct phone numbers to ownership and agents to ensure a good working relationship.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:

Yes No

Each restricted access area and each entrance to a restricted access area

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Both the interior and exterior of each entrance to the facility

☒☐

Each point of sale area

☒☐

Each video surveillance recording:

Yes No

Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing

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Clearly and accurately displays the time and date

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Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated

☐☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Surveillance cameras will be positioned along the building with ample lighting, and checked regularly to prevent obstructions and to get the best facial image of anyone within twenty (20) feet of all access points. Video surveillance cameras will be placed strategically to record all areas of the facility inside and outside, at a variety of angles. All doors, safes, and the check-in and check-out counters will have video coverage to clearly identify the faces of those present. Cameras at the external corners of the facility will record activity on each side of the building. The parking lot will have video coverage to identify vehicles. A failure notification system will be installed to provide audible and visual notification of any failure in the surveillance system so that it can be immediately resolved. During a power outage all video cameras and recording equipment will be run on emergency power with a battery backup system to ensure that they can continue to operate for at least one (1) hour.

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

All surveillance recording equipment and footage will be stored in the office and safe room, with backups off site. The office and safe room will be accessible only by authorized agents, and will have an advanced, reinforced security door, locked at all times that only the Licensee has keys for. The keys used for the office and safe room will be marked "Do Not Replicate". The licensee will have key access to surveillance recordings to monitor operations virtually. The security system will be password protected to prevent any data tampering, and recorded data will be stored for a minimum of forty (40) days as an official business record. All surveillance footage will accessible for upload to a separate hard drive in the event that it must be stored longer for criminal, civil, or administrative investigations. All recordings will be time and date stamped, and archived in a format that prevents alteration of the recorded image. Recordings and surveillance data will be available to AMCO and local law enforcement upon request.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram



Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area



Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board



Video surveillance records are stored off-site



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Business Records (3 AAC 306.755):**

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

☐

A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

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The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

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Records related to advertising and marketing

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A current diagram of the licensed premises including each restricted access area

☐

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

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All records normally retained for tax purposes

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Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

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Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)

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Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All business records, including operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, manifests, and communications, will be stored on-site in the office and safe room, and backed up on an off-site server to protect from loss and destruction and to allow ownership and designated authorities access at any time. Hard copies (if original hard copied needed to be kept in addition to electronic versions such as Visitors Logs) will be kept in the designated secured storage area, in a separate locked cabinet that is accessible only to the licensee. Facility records will be managed by authorized agents in accordance with standard retention policies to ensure that business records are stored in a consistent and searchable manner. Every 6 months the company will do a manual backup to an external hard drive. The hard drive will be locked in the record cabinet. Hard copies of documents will be kept for at least 7 (seven) years and the company has no intention of destroying any electronic copies of the business records.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 3 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer “Yes” to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

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All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745

☐

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

Juneau's Green Garden will use the Metrc inventory tracking system to increase product security, track the movement of marijuana, and minimize diversion and illegal practices. Data will be recorded at: (1) delivery; (2) sale, sample, and transport; and (3) disposal, destruction, and if any theft shall occur. The facility will assign a tracking number to each batch and record the tracking information in Metrc. All employees will be trained to use the system to ensure that: (1) all marijuana prepared and packaged is identified and tracked through its sale, transfer, or destruction; (2) all establishments transacting to purchase or receive marijuana are licensed; and (3) any loss or theft of marijuana is reported immediately. Employees will record sales, testing, and transportation arrangements in the system, and generate a transport manifest to accompany marijuana in transit. Marijuana used for samples will be recorded as such, including: (1) the amount of each sample; (2) the facility that received the sample; and (3) the disposal of any expired or outdated promotional sample returned to the facility. Marijuana marked for disposal will be recorded in Metrc at least three (3) days prior to any disposal action, and any destruction, loss, or theft of marijuana will be immediately reported in Metrc to notify AMCO, in addition to reporting to local authorities.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 4 – Employee Qualification and Training**

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes

No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

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Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

☒☐**Describe how your establishment will meet the requirements for employee qualifications and training:**

Qualified agents will be given all necessary education and training upon hiring to be proficient in their jobs, as well as a three (3) month probationary period during which time they will receive training and evaluation. All qualified employees and agents must obtain their marijuana handler permit prior to employment per 3 AAC 306.700. Each employee will be provided with any written materials generated by the company regarding procedures and State Laws and Regulations.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 5 – Waste Disposal**

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to the statement below.

Marijuana Waste Disposal:

Yes

No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it



Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

The company has a disposal plan for marijuana waste and all marijuana that do not meet state testing requirements or the company's internal quality standards for any reason. Marijuana waste will be stored away from all other marijuana in a locked container inside the facility, and will be rendered unusable prior to leaving the facility for disposal. Management will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of the disposal, the date it was rendered unusable, and the date that it was transported to the waste station and by whom made the transport (any transport will be done by a cultivation employee with a valid MJ handler card) Juneau's Green Garden will be disposing of: (1) marijuana that is identified as contaminated, infected or is otherwise rejected for quality or fails to meet quality testing; (2) all packaging, labeling, containers, or other related materials which arrive at the facility with marijuana that have been disqualified for quality; (3) expired marijuana and (4) any other materials or containers in contact with marijuana that risk contamination. Marijuana waste will be stored away from all other marijuana in a locked container inside the facility, and will be rendered unusable prior to leaving the facility for disposal. Marijuana waste will be rendered unusable by grinding or mixing the materials with other compostable and non-compostable material until the resulting mixture is no more than fifty percent (50%) marijuana waste. Management will maintain a log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, and date that it was picked up by the disposal company. The final mixture will be securely stored in locked containers located inside the premises with locks in compliance with the highest UL standards.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

Marijuana waste will be ground up into a 50/50 equal parts ratio with other compostable food waste, yard waste, vegetable oils, or with non-food paper waste into after giving AMCO at least three (3) days notice in Metrc.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

To render marijuana unusable, Juneau's Green Garden will grind and incorporate the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. Authorized agents will use paper waste, plastic waste, cardboard waste, soil, food waste, yard waste, and/or vegetable-based grease or oils. Management will inspect the resulting mixture to ensure it is composed of no more than fifty percent (50%) marijuana by volume, and will record the composition of the mixture in the disposal log. All marijuana waste will be secured in waste storage within the facility, separate from all other marijuana, storage, and waste, and will then be taken to the waste station.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to all items below.

Marijuana Transportation:

Yes No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

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The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

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The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

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During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

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Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

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When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

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The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest

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**Alaska Marijuana Control Board****Form MJ-01: Marijuana Establishment Operating Plan****Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:**

For all transports of marijuana the establishment will create a Metrc generated Trip Manifest. All Trip Manifests will be sent with the marijuana, and an additional copy will be stored and filed on the premises as official business records. The Manifest documents will clearly have the strain name, type of product, batch number, weight, name of the transporter and handlers ID, time of departure and expected delivery, and the make, model, and license plate of the transporting vehicle. All marijuana will be in a sealed package or container not exceeding more than five (5) pounds and then stored in a locked storage compartment within the transport vehicle. The transport vehicle will travel directly between destinations without making any unnecessary stops and at no time during transit will marijuana be directly visible. All marijuana packaging will have a label stating that a licensed testing facility has tested each batch in the shipment. All packaging materials that will be sold to marijuana establishments for sale to consumers will be child-proof and unappealing to children. All packaging done at the facility will be performed in a specific 24 hour surveillance monitored area and will then be packaged in a uniform matter with labels secure and clearly displayed. Packaged marijuana will be stored in a secured area until ready for display or transport, and will be inspected, accepted or rejected, and recorded in an official log. The company will check all packages to make sure that they will keep all marijuana from contamination and will check to make sure that the packages will not impart any toxic or deleterious substance to marijuana. Juneau's Green Garden will use certified scales in compliance with the Alaska Weights and Measures Act, and will maintain registration and inspection reports at the facility which are available to AMCO at its request. All usable marijuana sold to any marijuana establishment will be labeled with the following information: (1) the name and license number of the cultivation facility; (2) the date the marijuana was harvested; (3) the harvest batch number assigned to the marijuana; (4) the date the marijuana was packaged; (5) the net weight and the quantity of usable marijuana packaged in a standard of measure compatible with the inventory tracking system; (6) a complete list of all pesticides, fungicides, and herbicides used in the cultivation and preparation of the marijuana; and (7) the date of expiration if perishable; (8) testing results & date tested; and (9) required warnings (if packaged for retail sale). A label must be affixed to all shipping containers showing that a licensed marijuana testing facility has tested each harvest batch in the shipment. The label will list: (1) the date of final testing; (2) the cannabinoid potency profile, expressed as a range of percentages (3) a statement listing the results of microbial testing; (4) a statement listing the results of residual solvent testing, as applicable; and (5) a statement listing the contaminants for which the marijuana was tested, including molds, mildew, filth, herbicides, pesticides, fungicides, and harmful chemicals.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

Any vehicle transporting marijuana will be unmarked and inconspicuous. Vehicles that will be used for transportation of marijuana samples will contain a secure and sanitary area affixed to the inside of the transportation vehicle that will lock and will ensure the marijuana products Can not be seen by anyone from outside of the transportation vehicle. The secure storage area within the transportation vehicle will be sanitized before and after each use. All employees will be trained and will understand that under no circumstances shall a sealed package containing marijuana be opened during transportation and that the most direct route of transport must be adhered to unless there is an emergency justifying diversion from that route. In the case of an emergency, AMCO will be alerted of the alternate route and reason for the diversion from the original trip manifest route. The vehicle storage box will be a large industrial container mounted and secured within the vehicle, accessible by a combination or key lock. The structure will be a large capacity heavy duty storage box that is lockable and equipped with wheels.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):

Label will include all of the following clearly and easily displayed on every product:

Business Name: Juneau's Green Garden

License Number: 12311

Strain:

Batch / Lot Number:

Gross Weight:

Net MJ Weight:

Packaging Date:

Expiration Date:

Amount of THC:

Alaska Safety Warning: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination, and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.

Pesticides:

Fungicides:

Herbicides:

Fertilizers:

Soil Amendments:

Testing Facility:

License #:

Testing Results:



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

There will be one sign with the business name on it visible to the general public, and each sign will not exceed 4800 square inches. The planned signs, postings, logos, and advertisements will be developed by ownership. The facility will display all required postings around and within the facility, and maintain the visibility and quality of such signs with up to date information, including: (1) operating hours, (2) certificate of occupancy from the city, (3) the State of Alaska marijuana establishment license certificate (to be displayed prominently), (4) approval to operate the facility, (5) "No Loitering" sign on the front door, (6) "Surveillance Cameras In Use" signs, (7) "Restricted Access" signs, and (8) any required postings by the local jurisdiction such as Exit and Fire Extinguisher signs. The operating hours will be prominently displayed on the front entrance door.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:

Agree Disagree

Is false or misleading

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Promotes excessive consumption

☐ ☐

Represents that the use of marijuana has curative or therapeutic effects

☐ ☐

Depicts a person under the age of 21 consuming marijuana

☐ ☐

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

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On or in a public transit vehicle or public transit shelter

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On or in a publicly owned or operated property

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Within 1000 feet of a substance abuse or treatment facility

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On a campus for post-secondary education

☐ ☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☐ ☐

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

☐ ☐

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)

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Alaska Marijuana Control Board

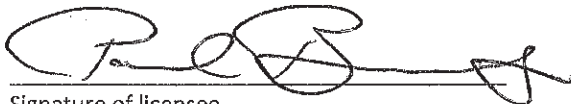
Form MJ-01: Marijuana Establishment Operating Plan

Section 8 – Control Plan for Persons Under the Age of 21

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

The facility will refuse entrance to any visitor who does not produce a form of valid photo identification showing that person is twenty one (21) years of age or older. A valid form of identification includes: (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; and (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. At no time will a person under the age of twenty one (21) be permitted to remain on the premises. If at any time an employee suspects that a visitor is a minor, the employee will refuse access and have the individual escorted off the premises.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.



Signature of licensee

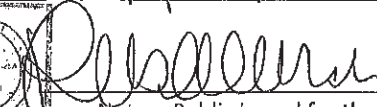
Paul Burrows

Printed name

Subscribed and sworn to before me this 12 day of April, 2017.

STATE OF ALASKA
OFFICIAL SEAL
Rebecca Lee
NOTARY PUBLIC
My Commission Expires 3/27/2020




Notary Public in and for the State of Alaska.

My commission expires: 3/27/2020



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Alcohol and Marijuana Control Office

Packet Page 194 of 282

June 14, 2016
Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.



Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	ISG, Inc.	License Number:	12311
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Juneau's Green Garden		
Premises Address:	5011 Short Street, Suite 1		
City:	Juneau	State:	AK
		ZIP:	99801

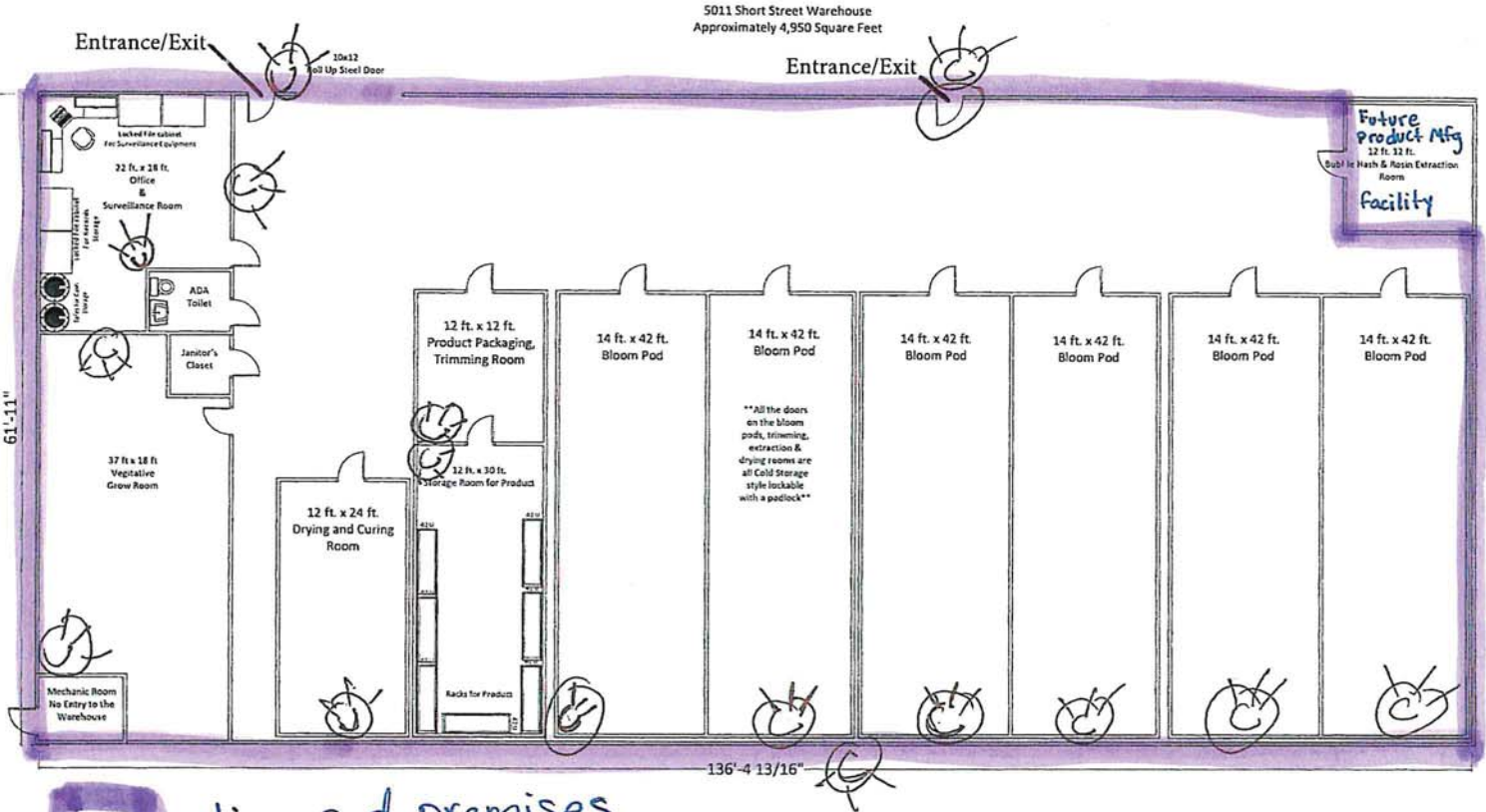


Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.



 = licensed premises
& Restricted access area

 = CAMERA LOCATIONS

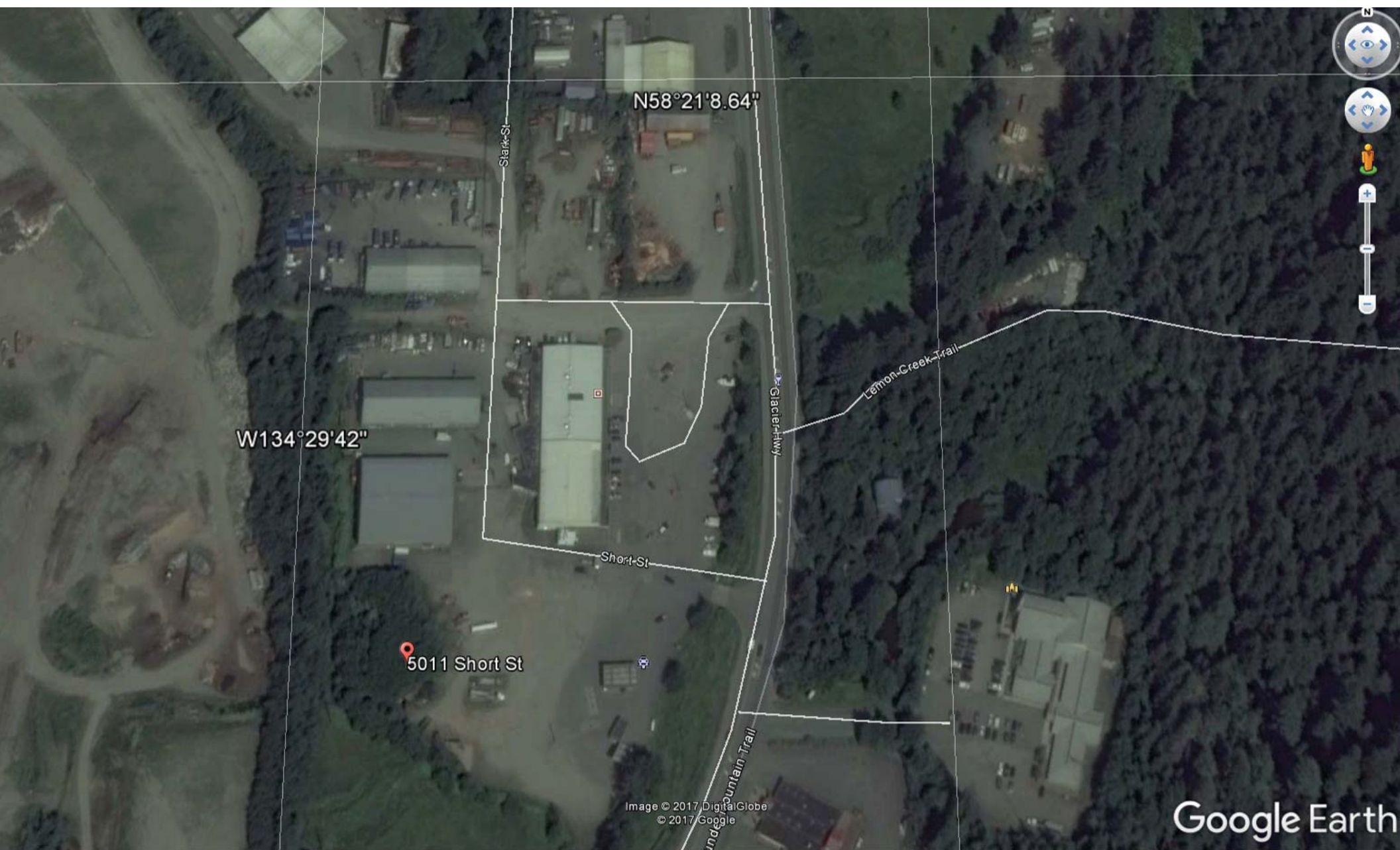


Image © 2017 DigitalGlobe
© 2017 Google

Google Earth



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	ISG, Inc.	License Number:	12311
License Type:	Standard Marijuana Cultivation Facility		
Doing Business As:	Juneau's Green Garden		
Premises Address:	5011 Short Street, Suite 1		
City:	Juneau	State:	AK
		ZIP:	99801

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

Local Government: City and Borough of Juneau Name of Official: Beth McEwen
Title of Official: Deputy Clerk Date Submitted: 2/28/2017
Community Council: N/A Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee: Paul Burrows
Printed name of licensee: Paul Burrows
Signature of Notary Public: Rebecca Lee
Notary Public in and for the State of Alaska
My Commission Expires: 3/27/2020

Subscribed and sworn to before me this 5 day of April, 2017.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

August 11, 2017

City & Borough of Juneau

Attn: City Clerk

Via Email: mcb_notice@juneau.org

License Number:	12315
License Type:	Marijuana Product Manufacturing Facility
Licensee:	ISG, Inc.
Doing Business As:	EVERGREEN EXTRACTS
Physical Address:	5011 Short Street, Suite 2 Juneau, AK 99801
Designated Licensee:	Paul Burrows
Phone Number:	907-723-1178
Email Address:	pauilyburrowsak@gmail.com

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Onsite Consumption Endorsement**

AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our September 2017 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov

Alcohol & Marijuana Control Office

Initiating License Application

2/28/2017 11:55:06 AM

License Number: 12315**License Status:** New**License Type:** Marijuana Product Manufacturing Facility**Doing Business As:** EVERGREEN EXTRACTS**Business License Number:** 1049318**Designated Licensee:** Paul Burrows**Email Address:** paulyburrowsak@gmail.com**Local Government:** Juneau (City and Borough of)**Community Council:****Latitude, Longitude:** 58.210000, -134.293000**Physical Address:** 5011 Short Street, Suite 2
Juneau, AK 99801
UNITED STATES**Licensee #1****Licensee Type:** Entity**Alaska Entity Number:** 10051352**Alaska Entity Name:** ISG, Inc.**Phone Number:** 907-723-1178**Email Address:** paulyburrowsak@gmail.com**Mailing Address:** 2915 Jackson Rd.
Juneau, AK 99801
UNITED STATES**Affiliate #1****Licensee Type:** Individual**Name:** Paul Burrows
[REDACTED]
[REDACTED]**Phone Number:** 907-723-1178**Email Address:** paulyburrowsak@gmail.com**Mailing Address:** 2915 Jackson Rd.
Juneau, AK 99801
UNITED STATES



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**What is this form?**

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	ISG, Inc	License Number:	12315		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	EVERGREEN EXTRACTS				
Premises Address:	5011 Short Street, Suite 2				
City:	Juneau	State:	ALASKA	ZIP:	99801

Mailing Address:	2915 Jackson Rd				
City:	Juneau	State:	ALASKA	ZIP:	99801

Primary Contact:	Paul Burrows				
Main Phone:	907-723-1178	Cell Phone:			
Email:	paulburrowsak@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

Describe how you will prevent unescorted members of the public from entering restricted access areas:

The facility will be equipped with 24 hour monitoring alarm system, exterior lighting, and video surveillance. All entrances, exits, security doors, restricted access areas, windows, every portion of the secured storage area, safe room, and the exterior of the building will have security cameras installed to monitor and identify all activity. All members of the public who are allowed access to the facility must check in at the front entrance door and obtain a visitor badge, and are to be worn and clearly displayed at all times while on the premises. To maintain the security of the facility and all marijuana products, access to the facility will be monitored and restricted at all times. Access will only be granted to employees and licensees, with the limited exception of scheduled pre-approved visitors. The facility will have a commercial grade lock that will remain locked even during business hours. Additionally, Evergreen Extracts signage indicating that any members of the public are not allowed unescorted access will be clearly displayed on the door. The entire facility is a designated restricted access area and the entry door will remain locked at all times and employees will be trained to always ensure the door is closed after them to ensure it closes behind persons as they either enter or leave the secured access area. Distinct and apparent cameras will be placed throughout and around the facility to encourage people to not attempt access.

Describe your processes for admitting visitors into and escorting them through restricted access areas:

The owners, manager on duty, specially-defined agents, and any emergency personnel during the time of an emergency will have unrestricted access to the entire facility. All other individuals who are permitted access to restricted areas must be accompanied by an escort at all times. All visitors will enter through the front entrance door and check in with a security agent in the lobby reception area. All visitors must provide valid government-issued identification and must be pre approved and scheduled by at least one Licensee prior to entrance. The visitor will sign into a log with the date, time in and out of the restricted space, and purpose of their visit. The log will be kept and stored as a business record and will be made available to AMCO upon request. All visitors will be given a visitor badge to be displayed on their person at all times and returned upon exit. Visitors will be escorted by an employee (at a ratio of 5 visitors per each employee) while in the restricted access areas, and once the visit has concluded, the visitor must leave the premises immediately.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

All visitors who wish to access the the Restricted Access Area must sign into a log book noting their name, date of visit, the purpose of the visit, and the time in and out of the facility. All visitors will be required to sign in, and to provide valid government issued identification. Evergreen Extracts will retain the visitor log that will be available to AMCO upon request. Any additional information pertinent to the visit will also be retained as a business record (ie such as scale inspection report if its an agent from the Weights Measurement dept., etc). The records will be stored with the company's official business records. After 7 years the hard copy may be destroyed. Juneau's Green Garden does not intend to destroy any electronic copies.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Security Alarm Systems and Lock Standards (3 AAC 306.715):**

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will be positioned against the building and perimeter, and evenly distributed throughout the property. The facility plans to install lights to be affixed to the building, motion censored infrared lights to be evenly distributed on the property, and lights to be posted along the outer perimeter of the premises. The light fixtures will keep the premises, signs, doors, and windows well lit, and allow the exterior surveillance cameras to record individuals up to twenty (20) feet from all entry points. The lighting fixtures will be positioned at an inaccessible height with sturdy housings to deter vandalism and common obstructions. The bulbs will be extremely bright to maximize visibility and deter crime. The exterior lighting will be checked daily by the manager on duty to ensure that each light in the system is operational, and that each mount is positioned for optimum recording clarity and to deter unauthorized presence on the premises.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

A third party security company will install the alarm system, maintain its equipment, test the devices every six (6) months, and continuously monitor the facility to ensure the safety of the property and to detect unauthorized activity. The alarm system will be set up to monitor for intrusions with motion detectors in all areas of the building during closed hours. Owners and managers will be educated on the alarm system by the third party company and installers. Company education will include all alarm functions, arming and disarming the system, police response, and proper use of the system. Each morning, the on-site manager will disable the overnight alarm system and check the surveillance cameras and recordings to ensure the system is functioning as expected. The last facility agent to leave the facility each night will activate the overnight devices and sensors, and lock all doors and windows that are not self-locking.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

Sensors will be installed and maintained on all potential entry points, including all doors, and windows to monitor for motion, intrusion, or activity when the alarm system is activated. The last employee to leave the facility each day will lock all doors and windows that are not self locking, and will activate the overnight security devices and sensors. The alarm system will be active at all times that the facility is closed, and any attempted intrusion will initiate an immediate and electronic notification to the off-site security center. Each morning, the on-site manager will disable the alarm system, and inspect the security cameras and recordings to ensure that the system is functioning as expected.

**Alaska Marijuana Control Board****Form MJ-01: Marijuana Establishment Operating Plan****Describe your policies and procedures for preventing diversion of marijuana or marijuana product:**

On-site security and video surveillance will continuously monitor storage, product manufacturing areas, and packaging areas. Employees will perform mandatory inventory counts each week and document the reports as official business records. The company will not tolerate any theft and diversion, and all employees will complete mandatory training in recognizing such activity. Evergreen Extracts understands that diversion is a two way street and is equally profitable diverting product out of the legal system as it is diverting product from the illegal system into the legal market. In the event that theft or diversion is suspected, all employees will alert management immediately. In the event that an employee is caught stealing marijuana, OR infusing the facility with non-regulated black market product Evergreen Extracts will notify local law enforcement immediately, comply with all directives, and provide all necessary information and records for the investigation. Ownership will take the necessary steps to ensure that illegal conduct by an employee does not compromise the facility's license and legitimate business operations. Once a theft is reported, ownership will update the product records in the tracking system, as needed, to maintain an accurate and comprehensive accounting for all marijuana products and inventory. Ownership will comply with all inquiries and investigations lodged by AMCO as a result. Documentation related to marijuana theft will be maintained as a business record for five (5) years and made available to AMCO upon request. Video recordings will be stored for forty (40) days. Cameras will be provide a full view of the grow areas, entryway, safes, money counting areas, and product packaging areas. Security monitors and video recording equipment will be located in the office and safe room.

Describe your policies and procedures for preventing loitering:

Evergreen Extracts will have a "No Loitering" sign clearly posted on the exterior of their facility. If an employee suspects that a person is loitering outside the establishment, they will be given a verbal warning that law enforcement will be notified and asked to leave the premises by a company agent. Agents will maintain a regular periodic check around the property to deter any unauthorized entrance.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

Motion detectors will be rigged to the exterior lighting system, in addition to the stationary lights, to allow for additional security measures during closed hours and provide extra lighting for all surveillance recordings. The alarm system will monitor for intrusions with motion detectors on all access points, including doors, and windows during closed hours. Any unauthorized or attempted intrusion will prompt an automatic, electronic alert to the security company who will then contact local law enforcement and ownership. All alarm systems and devices will be tested every six (6) months.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

During emergencies, management will evacuate the building and agents of the company will await the arrival of local emergency officials in a safe and accessible location. All visitors present on the premises will be escorted immediately to the nearest exit in a safe and organized manner. When any dangerous, threatening, or unauthorized activity is reported to local law enforcement, employees will comply with directives and remain in a safe location while the incident is addressed. After the emergency is resolved, employees will look for property damage, verify cash and inventory, and submit all necessary documentation to law enforcement officials for a police report. Surveillance footage will be downloaded and submitted to police officials to aid in their investigation, and authorized officials will be given direct phone numbers to ownership and agents to ensure a good working relationship.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	☒	☐
Both the interior and exterior of each entrance to the facility	☒	☐
Each point of sale area	☒	☐
Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	☒	☐
Clearly and accurately displays the time and date	☒	☐
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	☐	☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Surveillance cameras will be positioned along the building with ample lighting, and checked regularly to prevent obstructions and to get the best facial image of anyone within twenty (20) feet of all access points. Video surveillance cameras will be placed strategically to record all areas of the facility inside and outside, at a variety of angles. All doors, safes, and the check-in and check-out counters will have video coverage to clearly identify the faces of those present. Cameras at the external corners of the facility will record activity on each side of the building. The parking lot will have video coverage to identify vehicles. A failure notification system will be installed to provide audible and visual notification of any failure in the surveillance system so that it can be immediately resolved. During a power outage all video cameras and recording equipment will be run on emergency power with a battery backup system to ensure that they can continue to operate for at least one (1) hour.

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

All surveillance recording equipment and footage will be stored in the office and safe room, with backups off site. The office and safe room will be accessible only by authorized agents, and will have an advanced, reinforced security door, locked at all times that only the Licensee has a key for. The keys used for the office and safe room will be marked "Do Not Replicate". Licensees will have key access to surveillance recordings to monitor operations virtually. The security system will be password protected to prevent any data tampering, and recorded data will be stored for a minimum of forty (40) days as an official business record. All surveillance footage will be accessible for upload to a separate hard drive in the event that it must be stored longer for criminal, civil, or administrative investigations. All recordings will be time and date stamped, and archived in a format that prevents alteration of the recorded image. Recordings and surveillance data will be available to AMCO and local law enforcement upon request.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram

☒ ☐

Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

☒ ☐

Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

☒ ☐

Video surveillance records are stored off-site

☐ ☒



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Business Records (3 AAC 306.755):**

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises

☐

A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment

☒

The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises

☒

Records related to advertising and marketing

☒

A current diagram of the licensed premises including each restricted access area

☐

A log recording the name, and date and time of entry of each visitor permitted into a restricted access area

☐

All records normally retained for tax purposes

☒

Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed

☒

Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)

☒



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All business records, including operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, manifests, and communications, will be stored on-site in the office and safe room, and backed up on an off-site server to protect from loss and destruction and to allow ownership and designated authorities access at any time. Hard copies (if original hard copied needed to be kept in addition to electronic versions such as Visitors Logs) will be kept in the designated secured storage area, in a separate locked cabinet that is accessible only to licensees. Facility records will be managed by authorized agents in accordance with standard retention policies to ensure that business records are stored in a consistent and searchable manner. Every 6 months the company will do a manual backup to an external hard drive. The hard drive will be locked in the record cabinet. Hard copies of documents will be kept for at least 7 (seven) years and the company has no intention of destroying any electronic copies of the business records.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 3 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer “Yes” to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

☐ ☐

All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745

☐ ☐

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

Evergreen Extracts will use the Metrc inventory tracking system to increase product security, track the movement of products, and minimize diversion and illegal practices. Data will be recorded at: (1) delivery; (2) sale, sample, and transport; and (3) disposal, destruction, and if any theft shall occur. The facility will assign a tracking number to each batch and record the tracking information in Metrc. All employees will be trained to use the system to ensure that: (1) all marijuana product prepared and packaged is identified and tracked through its sale, transfer, or destruction; (2) all establishments transacting to purchase or receive marijuana products are licensed; and (3) any loss or theft of marijuana products is reported immediately. Employees will record sales, testing, and transportation arrangements in the system, and generate a transport manifest to accompany products in transit. Marijuana product used for samples will be recorded as such, including: (1) the amount of each sample; (2) the facility that received the sample; and (3) the disposal of any expired or outdated promotional sample returned to the facility. Products marked for disposal will be recorded in Metrc at least three (3) days prior to any disposal action, and any destruction, loss, or theft of marijuana will be immediately reported in Metrc to notify AMCO, in addition to reporting to local authorities.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 4 – Employee Qualification and Training**

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes

No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment



Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises



Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

**Describe how your establishment will meet the requirements for employee qualifications and training:**

Qualified agents will be given all necessary education and training upon hiring to be proficient in their jobs, as well as a three (3) month probationary period during which time they will receive training and evaluation. All qualified employees and agents must obtain their marijuana handler permit prior to employment per 3 AAC 306.700. Each employee will be provided with any written materials generated by the company regarding procedures and State Laws and Regulations.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to the statement below.

Marijuana Waste Disposal:

Yes

No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

☒☐

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

Marijuana product waste will be stored away from all other products in a locked container inside the facility, and will be rendered unusable prior to leaving the facility for disposal. Management will maintain a log on the status of all marijuana product waste, tracking the type of waste, the date of the disposal, the date it was rendered unusable, and the date that it was transported to the waste station and by whom made the transport. Evergreen Extracts will be disposing of: (1) marijuana product that is identified as contaminated, infected or is otherwise rejected for quality or fails to meet quality testing; (2) all packaging, labeling, containers, or other related materials which arrive at the facility with marijuana that has been disqualified for quality; (3) expired marijuana products and (4) any other materials or containers in contact with marijuana products that risk contamination. Marijuana product waste will be stored away from all other products in a locked container inside the facility, and will be rendered unusable prior to leaving the facility for disposal. Marijuana product waste will be rendered unusable by grinding or mixing the materials with other compostable and non-compostable material until the resulting mixture is no more than fifty percent (50%) marijuana product waste. Management will maintain a log on the status of all marijuana product waste, tracking the type, date of disposal, date it was rendered unusable, and date that it was picked up by the disposal company. The final mixture will be securely stored in locked containers located inside the premises with locks in compliance with the highest UL standards.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

Marijuana product waste will be ground up with other compostable food waste, yard waste, vegetable oils, or with non-food paper waste after giving AMCO at least three (3) days notice.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

To render marijuana product unusable, Evergreen Extracts will grind and incorporate the marijuana product waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. Authorized agents will use paper waste, plastic waste, cardboard waste, soil, food waste, yard waste, and/or vegetable-based grease or oils. Management will inspect the resulting mixture to ensure it is composed of no more than fifty percent (50%) marijuana by volume, and will record the composition of the mixture in the disposal log. All marijuana product waste will be secured in waste storage within the facility, separate from all other marijuana products, storage, and waste, and will then be taken to the waste station.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 6 – Transportation and Delivery of Marijuana and Marijuana Products**

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to all items below.

Marijuana Transportation:

Yes

No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

☒

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

☒

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

☒

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

☒

The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest

☒

**Alaska Marijuana Control Board****Form MJ-01: Marijuana Establishment Operating Plan**

Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

Products containing multiple servings will be clearly demarcated to show each serving and the package will indicate the size and number of servings on the packaging.

For all transports of marijuana products the establishment will create a Metrc generated Trip Manifest. All Trip Manifests will be sent with the products, and an additional copy will be stored and filed on the premises as official business records. The Manifest documents will clearly have the strain name, type of product, batch number, weight, name of the transporter and handlers ID, time of departure and expected delivery, and the make, model, and license plate of the transporting vehicle. All marijuana product will be in a sealed package or container not exceeding more than five (5) pounds and then stored in a locked storage compartment within the transport vehicle. The transport vehicle will travel directly between destinations without making any unnecessary stops and at no time during transit will marijuana products be directly visible. All marijuana product packaging will have a label stating that a licensed testing facility has tested each batch in the shipment. All packaging materials that will be sold to marijuana establishments for sale to consumers will be child-proof and unappealing to children. All packaging done at the facility will be performed in a specific 24 hour surveillance monitored area and will then be packaged in a uniform matter with labels secure and clearly displayed. Packaged marijuana product will be stored in a secured area until ready for display or transport, and will be inspected, accepted or rejected, and recorded in an official log. The company will check all packages to make sure that they will keep all marijuana from contamination and will check to make sure that the packages will not impart any toxic or deleterious substance to marijuana. Evergreen Extracts will use certified scales in compliance with the Alaska Weights and Measures Act, and will maintain registration and inspection reports at the facility. Reports will be available upon request for AMCO.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

Any vehicle transporting marijuana product will be unmarked and inconspicuous. Vehicles that will be used for transportation of marijuana product samples will contain a secure and sanitary area affixed to the inside of the transportation vehicle that will lock and will ensure the marijuana products can not be seen by anyone from outside of the transportation vehicle. The secure storage area within the transportation vehicle will be sanitized before and after each use. All employees will be trained and will understand that under no circumstances shall a sealed package containing marijuana be opened during transportation and that the most direct route of transport must be adhered to unless there is an emergency justifying diversion from that route. In the case of an emergency, AMCO will be altered of the alternate route and reason for the diversion from the original trip manifest route. The vehicle storage box will be a large industrial container mounted and secured within the vehicle, accessible by a combination or key lock. The structure will be a large capacity heavy duty storage box that is lockable and equipped with wheels. The manufacturing facility will only transport marijuana product to a licensed testing facility, a licensed retail store or a another licensed product manufacturing facility.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 7 – Signage and Advertising**

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

There will be one sign with the business name on it visible to the general public, and it will not exceed 4800 square inches. The sign will be attached to the building in compliance with state regulation. The planned signs, postings, logos, and advertisements will be developed by ownership.

The facility will display all required postings around and within the facility, and maintain the visibility and quality of such signs with up to date information, including: (1) operating hours, (2) certificate of occupancy from the city, (3) the State of Alaska marijuana establishment license certificate (to be displayed prominently), (4) approval to operate the facility, (5) "No Loitering" sign on the front door, (6) "Surveillance Cameras In Use" signs, (7) "Restricted Access" signs, and (8) any required postings by the local jurisdiction such as Exit and Fire Extinguisher signs. The operating hours will be prominently displayed on the front entrance door.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:

Agree Disagree

Is false or misleading

☐ ☐

Promotes excessive consumption

☐ ☐

Represents that the use of marijuana has curative or therapeutic effects

☐ ☐

Depicts a person under the age of 21 consuming marijuana

☐ ☐

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

☐ ☐

On or in a public transit vehicle or public transit shelter

☐ ☐

On or in a publicly owned or operated property

☐ ☐

Within 1000 feet of a substance abuse or treatment facility

☐ ☐

On a campus for post-secondary education

☐ ☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☐ ☐

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

☐ ☐

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)

☐ ☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Packet Page 218 of 282

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 8 – Control Plan for Persons Under the Age of 21

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

The entire facility will be a restricted access area and will not be open to the general public. Evergreen Extracts will refuse entrance to any visitor who does not produce a form of valid photo identification showing that person is twenty one (21) years of age or older. A valid form of identification includes: (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; and (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. At no time will a person under the age of twenty one (21) be permitted to remain on the premises. If at any time an employee suspects that a visitor is a minor, the employee will refuse access and have the individual escorted off the premises.

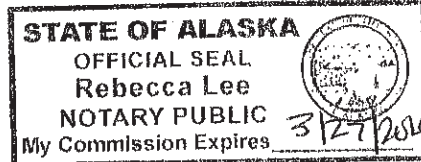
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Paul Burrows

Printed name

Subscribed and sworn to before me this 12 day of April, 2017.



Notary Public in and for the State of Alaska.

My commission expires: 3/27/2020



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

☐ ☐

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	ISG, Inc.	License Number:	12315
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	Evergreen Extracts		
Premises Address:	5011 Short Street, Suite 2		
City:	Juneau	State:	AK
		ZIP:	99801

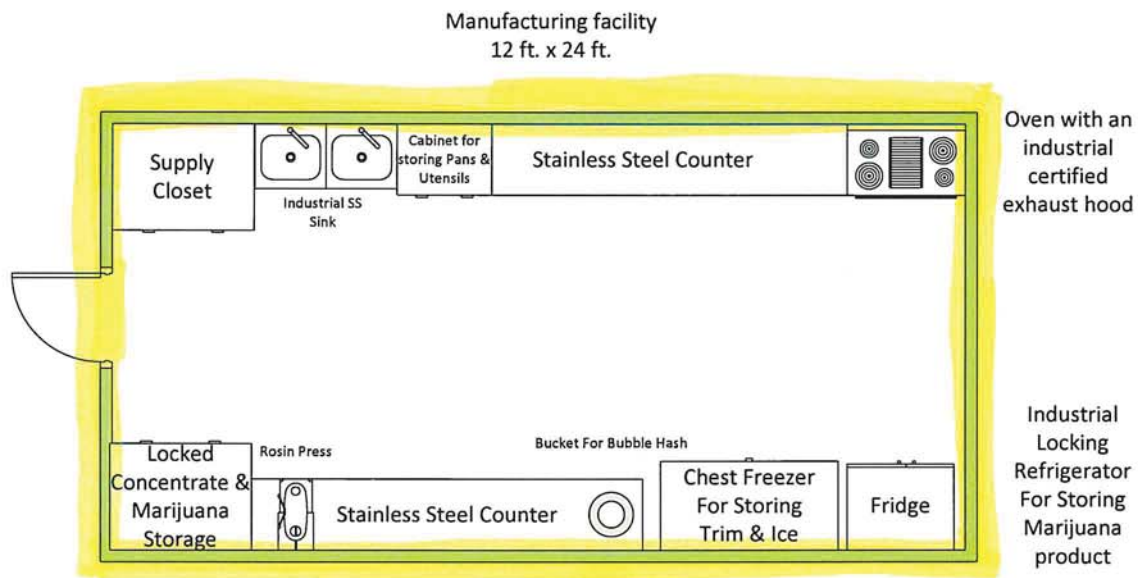


Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.

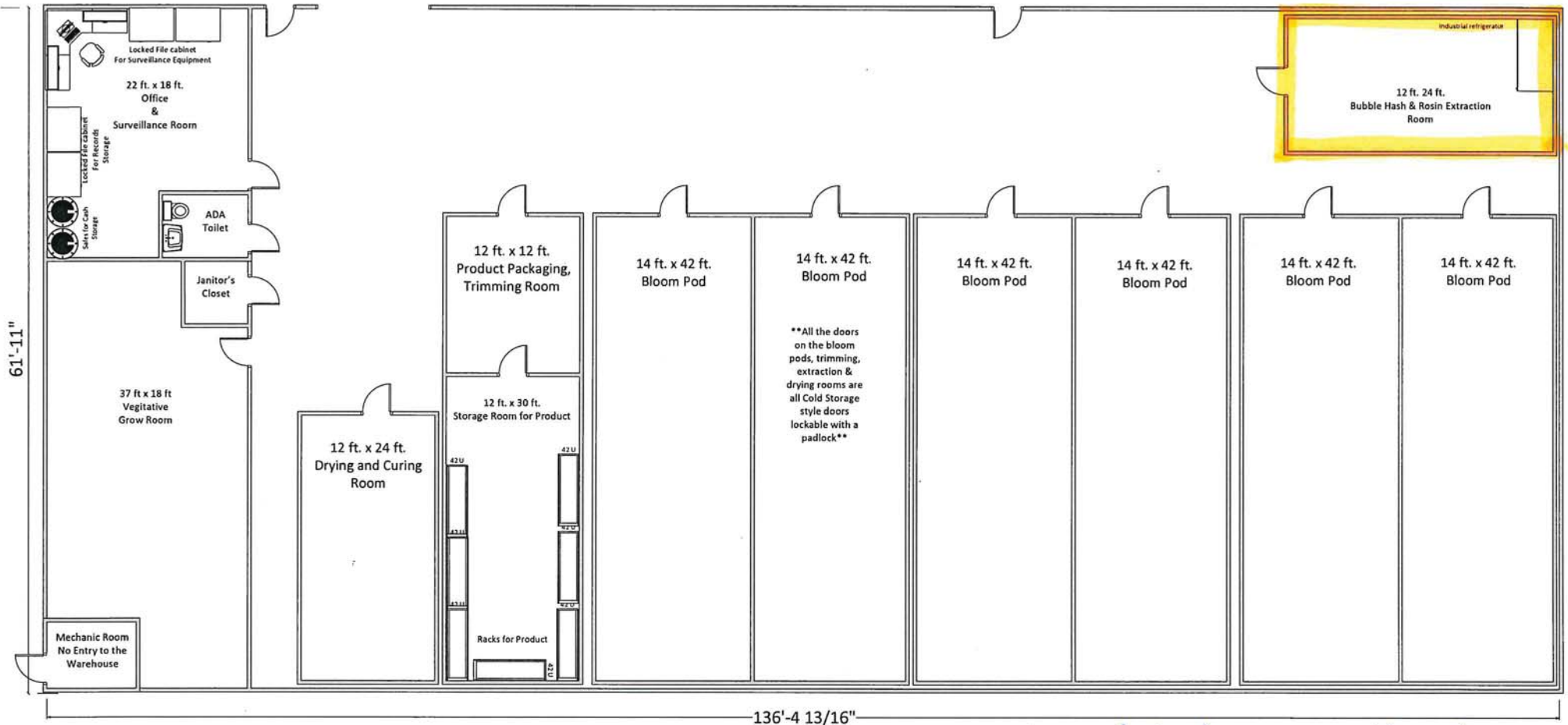


— = Licensed Premises &
Restricted Access Area
12315 Manufacturing Facility

5011 Short Street Warehouse
Approximately 4,950 Square Feet

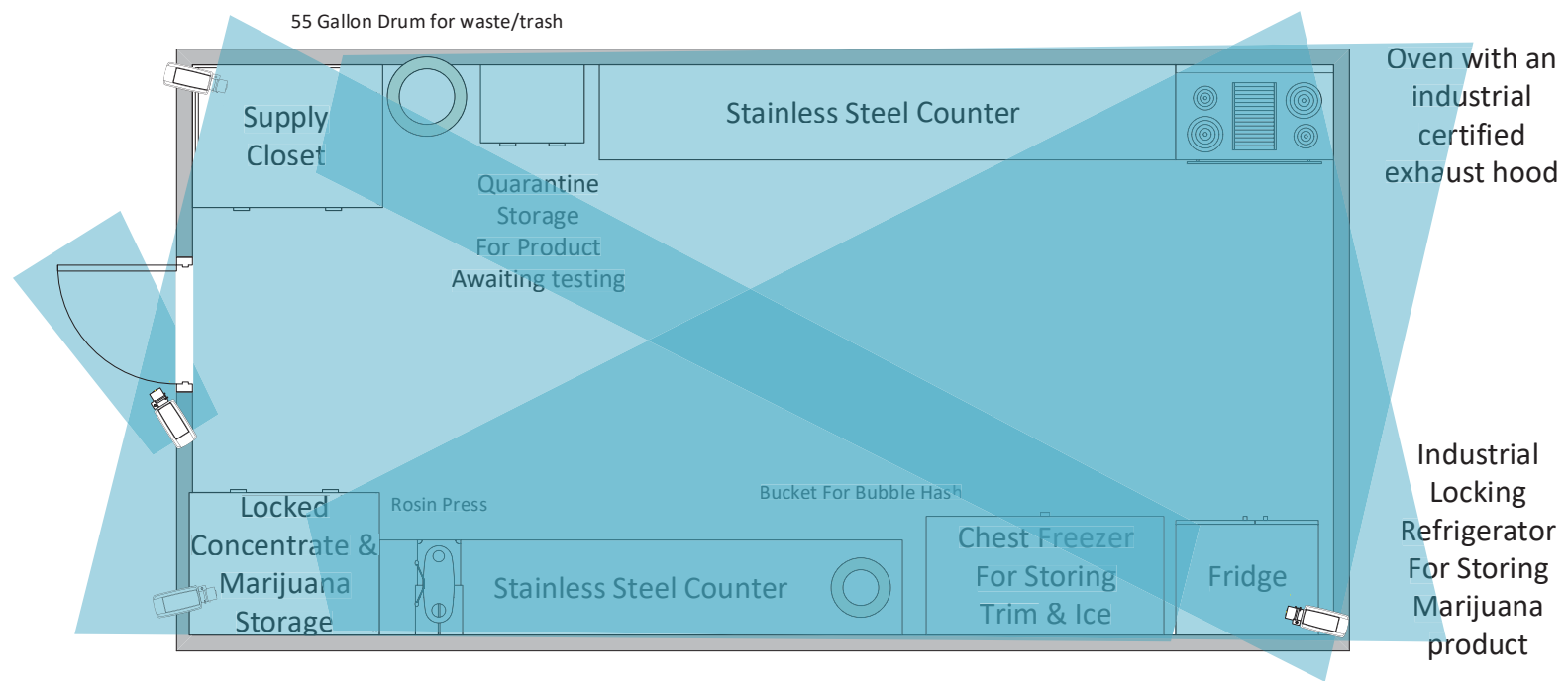
Employee Entrance
10x12
Roll Up Steel Door

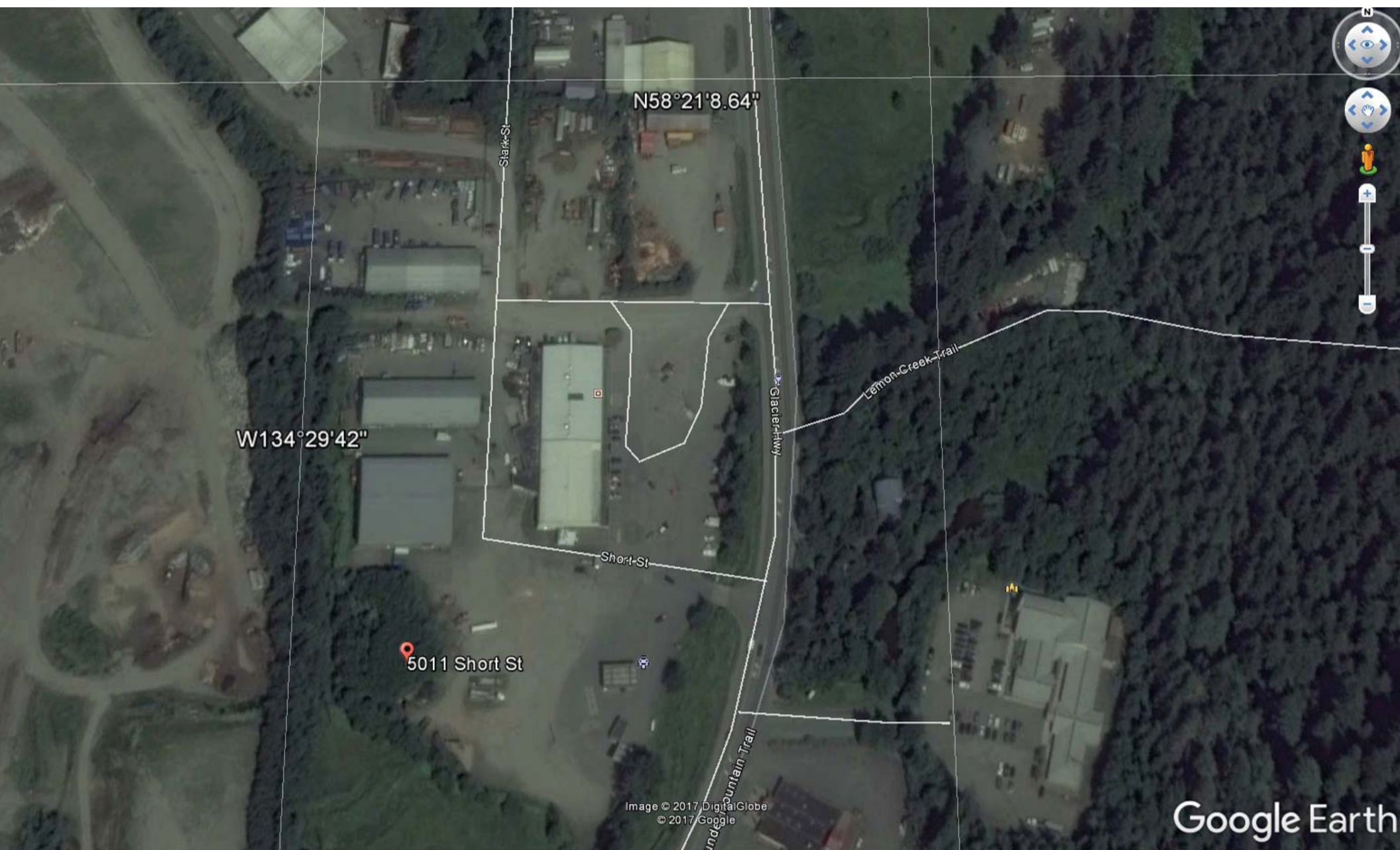
Entry way will not be used by employees or public.
It will be locked at all times and have an alarm system installed on it



Office & surveillance room shared between cultivation
& manufacturing licenses

Manufacturing facility
12 ft. x 24 ft.





N58°21'8.64"

W134°29'42"

5011 Short St

Stark St

Short St

Glacier Hwy

Lemon Creek Trail

Image © 2017 DigitalGlobe
© 2017 Google

Google Earth



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

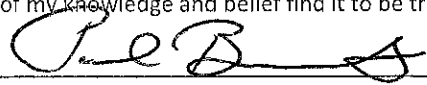
Licensee:	ISG, Inc.	License Number:	12315		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	Evergreen Extracts				
Premises Address:	5011 Short Street, Suite 2				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

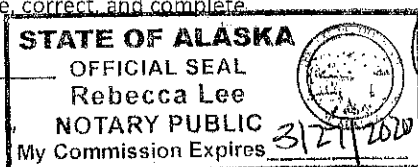
Local Government: City and Borough of Juneau Name of Official: Beth McEwen
Title of Official: Deputy Clerk Date Submitted: 2/28/2017
Community Council: N/A Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.


Signature of licensee

Paul Burrows

Printed name of licensee




Notary Public in and for the State of Alaska
My commission expires: 3/27/2020

Subscribed and sworn to before me this 5 day of April, 2017.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

August 25, 2017

City & Borough of Juneau

Attn: City Clerk

Via Email: mcb_notice@juneau.org

License Number:	12313
License Type:	Retail Marijuana Store
Licensee:	ISG, Inc.
Doing Business As:	JUNEAU'S GREEN MARKET
Physical Address:	263 Marine Way Juneau, AK 99801
Designated Licensee:	Paul Burrows
Phone Number:	907-723-1178
Email Address:	pauilyburrowsak@gmail.com

☒ **New Application** ☐ **Transfer of Ownership Application** ☐ **Onsite Consumption Endorsement**

AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our September 14-15, 2017 meeting.

Sincerely,

Erika McConnell

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov

Alcohol & Marijuana Control Office

Initiating License Application

2/28/2017 11:37:55 AM

License Number: 12313**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** JUNEAU'S GREEN MARKET**Business License Number:** 1050003**Designated Licensee:** Paul Burrows**Email Address:** paulyburrowsak@gmail.com**Local Government:** Juneau (City and Borough of)**Community Council:****Latitude, Longitude:** 58.173000, -134.241000**Physical Address:** 263 Marine Way
Juneau, AK 99801
UNITED STATES**Licensee #1****Licensee Type:** Entity**Alaska Entity Number:** 10051352**Alaska Entity Name:** ISG, Inc.**Phone Number:** 907-723-1178**Email Address:** paulyburrowsak@gmail.com**Mailing Address:** 2915 Jackson Rd.
Juneau, AK 99801
UNITED STATES**Affiliate #1****Licensee Type:** Individual**Name:** Paul Burrows**Phone Number:** 907-723-1178**Email Address:** paulyburrowsak@gmail.com**Mailing Address:** 2915 Jackson Rd
Juneau, AK 99801
UNITED STATES



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**What is this form?**

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	ISG, Inc	License Number:	12313		
License Type:	Retail Marijuana Store				
Doing Business As:	JUNEAU'S GREEN MARKET				
Premises Address:	263 Marine Way				
City:	Juneau	State:	ALASKA	ZIP:	99801

Mailing Address:	2915 Jackson Rd				
City:	Juneau	State:	ALASKA	ZIP:	99801

Primary Contact:	Paul Burrows				
Main Phone:	907-723-1178	Cell Phone:			
Email:	paulburrowsak@gmail.com				



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Security

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

Restricted Access Areas (3 AAC 306.710):

Describe how you will prevent unescorted members of the public from entering restricted access areas:

The facility will be equipped with 24 hour monitoring alarm system, exterior lighting, and video surveillance. All entrances, exits, security doors, restricted access areas, windows, every portion of the secured storage area, safe room, point of sale areas and the exterior of the building will have security cameras installed to monitor and identify all activity. All members of the public who are allowed access to the restricted access areas of the facility must check in at the front entrance door and obtain a visitor badge, and are to be worn and clearly displayed at all times while on the premises. To maintain the security of the facility and all marijuana products, restricted access areas of the facility will be monitored and restricted at all times. Access will only be granted to employees and licensees, with the limited exception of scheduled pre-approved visitors. The facility will have a commercial grade locks on restricted access area doors that will remain locked even during business hours. Each entry point to a restricted access area will have signs prominently posted stating that the area is restricted, for employees only. Distinct and apparent cameras will be placed throughout and around the facility to encourage people to not attempt access.

Describe your processes for admitting visitors into and escorting them through restricted access areas:

The owners, manager on duty, specially-defined agents, and any emergency personnel during the time of an emergency will have unrestricted access to the entire facility. All other individuals who are permitted access to restricted areas must be accompanied by an escort at all times. All visitors will enter through the front entrance door and check in with a security agent in the lobby reception area. All visitors must provide valid government-issued identification and must be pre approved and scheduled by at least one Licensee prior to entrance to a restricted access area. The visitor will sign into a log with the date, time in and out of the restricted space, and purpose of their visit. The log will be kept and stored as a business record and will be made available to AMCO upon request. All visitors will be given a visitor badge to be displayed on their person at all times and returned upon exit. Visitors will be escorted by an employee while in the restricted access areas, and once the visit has concluded, the visitor must leave the premises immediately. No more than 5 visitors per employee will be escorted through a restricted access area at a time.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your recordkeeping of visitors who are escorted into restricted access areas:

All visitors who wish to access the the Restricted Access Area must sign into a log book noting their name, date of visit, the purpose of the visit, and the time in and out of the facility. All visitors will be required to sign in, and to provide valid government issued identification. Juneau's Green Market will retain the visitor log that will be available to AMCO upon request. Any additional information pertinent to the visit will also be retained as a business record (ie such as scale inspection report if its an agent from the Weights Measurement dept., etc). The records will be stored on the company's computer server, hard original copy will be stored in the secured locked cabinet located behind the counter as shown on proposed layout diagram]. After 7 years the hard copy may be destroyed. Juneau's Green Market does not intend to destroy any electronic copies.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:

Juneau's Green Market

Paul Burrows



Retail Marijuana Store
263 Marine Way, Juneau AK 99801
License No. 12313
MJ Handler Card No. 000000



***or similar format and content**

**Alaska Marijuana Control Board****Form MJ-01: Marijuana Establishment Operating Plan****Security Alarm Systems and Lock Standards (3 AAC 306.715):**

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will be positioned against the building and perimeter, and evenly distributed throughout the property. The facility plans to install lights to be affixed to the building, motion censored infrared lights to be evenly distributed on the property, and lights to be posted along the outer perimeter of the premises. The light fixtures will keep the premises, signs, doors, and windows well lit, and allow the exterior surveillance cameras to record individuals up to twenty (20) feet from all entry points. The lighting fixtures will be positioned at an inaccessible height with sturdy housings to deter vandalism and common obstructions. The bulbs will be extremely bright to maximize visibility and deter crime. The exterior lighting will be checked daily by the manager on duty to ensure that each light in the system is operational, and that each mount is positioned for optimum recording clarity and to deter unauthorized presence on the premises.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

A third party security company will install the alarm system, maintain its equipment, test the devices every six (6) months, and continuously monitor the facility to ensure the safety of the property and to detect unauthorized activity. The alarm system will be set up to monitor for intrusions with motion detectors in all areas of the building during closed hours. Owners and managers will be educated on the alarm system by the third party company and installers. Company education will include all alarm functions, arming and disarming the system, police response, and proper use of the system. Each morning, the on-site manager will disable the overnight alarm system and check the surveillance cameras and recordings to ensure the system is functioning as expected. The last facility agent to leave the facility each night will activate the overnight devices and sensors, and lock all doors and windows that are not self-locking.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

Sensors will be installed and maintained on all potential entry points, including all doors, and windows to monitor for motion, intrusion, or activity when the alarm system is activated. The last employee to leave the facility each day will lock all doors and windows that are not self locking, and will activate the overnight security devices and sensors. The alarm system will be active at all times that the facility is closed, and any attempted intrusion will initiate an immediate and electronic notification to the off-site security center. Each morning, the on-site manager will disable the alarm system, and inspect the security cameras and recordings to ensure that the system is functioning as expected.

**Alaska Marijuana Control Board****Form MJ-01: Marijuana Establishment Operating Plan****Describe your policies and procedures for preventing diversion of marijuana or marijuana product:**

Marijuana products will be stored in a secured locked area during closed business hours. Restricted access is granted only to specific personnel to these locked areas. These secured locked areas will have 24 hour video surveillance and video back up for all video footage and will be stored for a minimum of forty (40) days. When the business is open, all products will be on display in specific areas, unreachable to customers. Cameras will be visible and provide a full view of the room, including the entryway, safes, money counting area, and product accounting area. Security monitors and video recording equipment will be located in the safe room. Mandatory inventory counts will be taken weekly and stored as official business records. Juneau's Green Market understands that diversion can happen in two ways - inversion and diversion - and is equally profitable diverting product out of the legal system as it is diverting product from the illegal system into the legal market. In the event that theft or diversion is suspected, all employees will alert management immediately. In the event that an employee is caught stealing marijuana, OR infusing the facility with non-regulated black market product Juneau's Green Market will notify local law enforcement immediately, comply with all directives, and provide all necessary information and records for the investigation. Ownership will take the necessary steps to ensure that illegal conduct by an employee does not compromise the facility's license and legitimate business operations. All employees will be trained to recognize potential theft, and are required to notify ownership or management if they suspect such activity is occurring. All reports and documentation concerning a suspected or actual theft will be maintained by the company for five (5) years and made available to AMCO upon request. If any suspected or actual theft occurs, ownership will contact local law enforcement immediately. Once a theft is reported to law enforcement, ownership will update the product records in the marijuana inventory control tracking system to maintain an accurate and comprehensive accounting for all marijuana inventory activity. Ownership will also comply with any and all directives, inquiries, and investigations lodged by AMCO.

Describe your policies and procedures for preventing loitering:

Juneau's Green Market will have a "No Loitering" sign clearly posted on the exterior of their facility. If an employee suspects that a person is loitering outside the establishment, they will be given a verbal warning that law enforcement will be notified and asked to leave the premises by a company agent. Agents will maintain a regular periodic check around the property to deter any individuals from loitering.

Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:

Motion detectors will be rigged to the exterior lighting system, in addition to the stationary lights, to allow for additional security measures during closed hours and provide extra lighting for all surveillance recordings. The alarm system will monitor for intrusions with motion detectors on all access points, including doors, and windows during closed hours. Any unauthorized or attempted intrusion will prompt an automatic, electronic alert to the security company who will then contact local law enforcement and ownership. All alarm systems and devices will be tested every six (6) months.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

During emergencies, management will evacuate the building and agents of the company will await the arrival of local emergency officials in a safe and accessible location. All visitors present on the premises will be escorted immediately to the nearest exit in a safe and organized manner. When any dangerous, threatening, or unauthorized activity is reported to local law enforcement, employees will comply with directives and remain in a safe location while the incident is addressed. After the emergency is resolved, employees will look for property damage, verify cash and inventory, and submit all necessary documentation to law enforcement officials for a police report. Surveillance footage will be downloaded and submitted to police officials to aid in their investigation, and authorized officials will be given direct phone numbers to ownership and agents to ensure a good working relationship.

Video Surveillance (3 AAC 306.720):

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:

Yes No

Each restricted access area and each entrance to a restricted access area

☒☐

Both the interior and exterior of each entrance to the facility

☒☐

Each point of sale area

☒☐

Each video surveillance recording:

Yes No

Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing

☒☐

Clearly and accurately displays the time and date

☒☐

Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated

☐☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Surveillance cameras will be positioned along the building with ample lighting, and checked regularly to prevent obstructions and to get the best facial image of anyone within twenty (20) feet of all access points. Video surveillance cameras will be placed strategically to record all areas of the facility inside and outside, at a variety of angles. All doors, safes, and the check-in and check-out counters will have video coverage to clearly identify the faces of those present. Cameras at the external corners of the facility will record activity on each side of the building. The parking lot will have video coverage to identify vehicles. A failure notification system will be installed to provide audible and visual notification of any failure in the surveillance system so that it can be immediately resolved. During a power outage all video cameras and recording equipment will be run on emergency power with a battery backup system to ensure that they can continue to operate for at least one (1) hour.

Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:

All surveillance recording equipment and footage will be stored in the office and safe room, with backups off site. The office and safe room will be accessible only by authorized agents, and will have an advanced, reinforced security door, locked at all times that only the Licensees have keys for. The keys used for the office and safe room will be marked "Do Not Replicate". Licensees will have key access to surveillance recordings to monitor operations virtually. The security system will be password protected to prevent any data tampering, and recorded data will be stored for a minimum of forty (40) days as an official business record. All surveillance footage will be accessible for upload to a separate hard drive in the event that it must be stored longer for criminal, civil, or administrative investigations. All recordings will be time and date stamped, and archived in a format that prevents alteration of the recorded image. Recordings and surveillance data will be available to AMCO and local law enforcement upon request.

Location of Surveillance Equipment and Video Surveillance Records:

Yes No

Surveillance room or area is clearly defined on the premises diagram



Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area



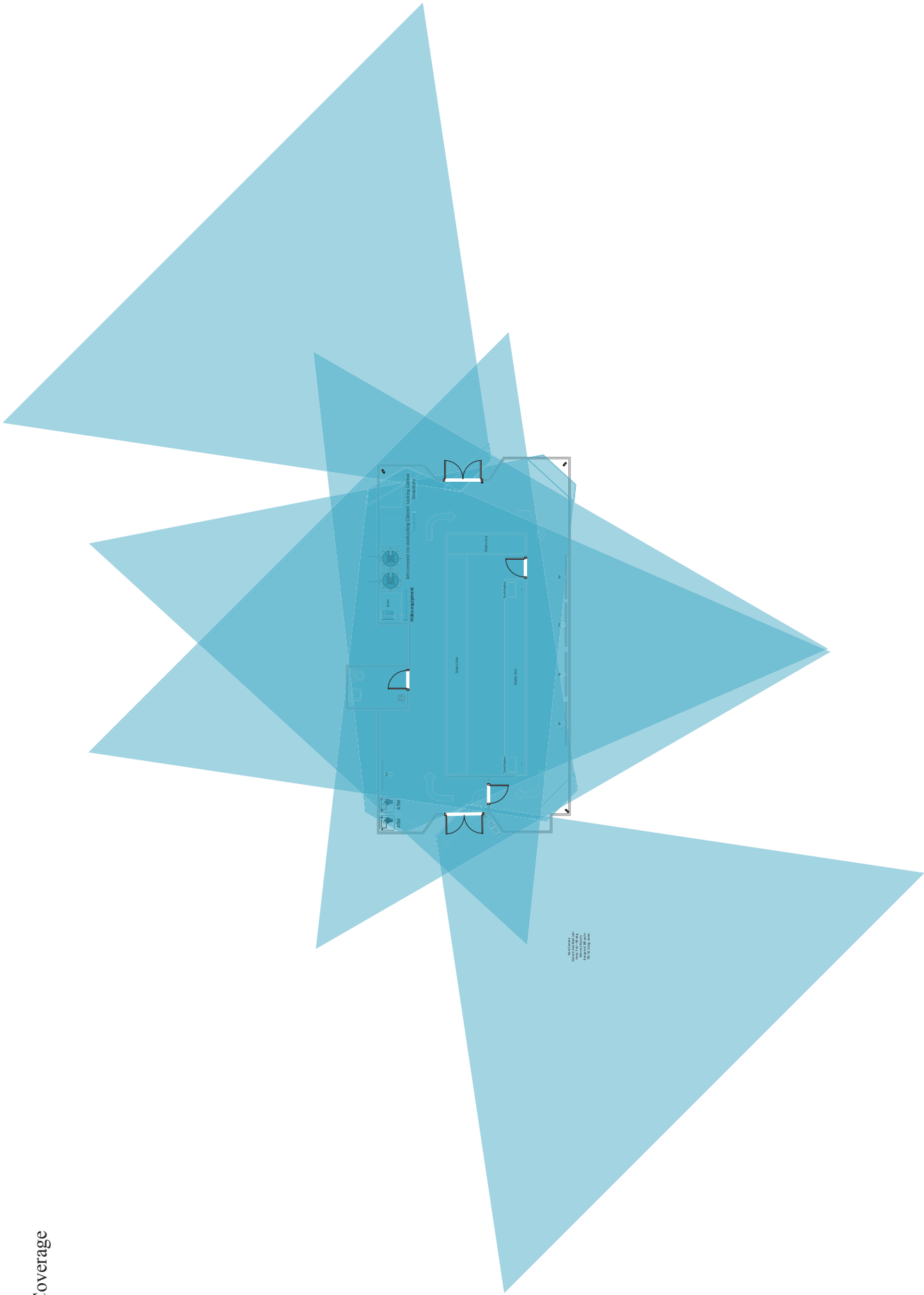
Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board



Video surveillance records are stored off-site



Camera Coverage





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Business Records (3 AAC 306.755):**

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

Business Records Maintained and Kept on the Licensed Premises:

Yes No

All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises



A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment



The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises



Records related to advertising and marketing



A current diagram of the licensed premises including each restricted access area



A log recording the name, and date and time of entry of each visitor permitted into a restricted access area



All records normally retained for tax purposes



Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed



Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)





Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records.

Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All business records, including operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, manifests, and communications, will be stored on-site in the office and safe room, and backed up on an off-site server to protect from loss and destruction and to allow ownership and designated authorities access at any time. Hard copies (if original hard copied needed to be kept in addition to electronic versions such as Visitors Logs) will be kept in the designated secured storage area, in a separate locked cabinet that is accessible only to licensees. Facility records will be managed by authorized agents in accordance with standard retention policies to ensure that business records are stored in a consistent and searchable manner. Every 6 months the company will do a manual backup to an external hard drive. The hard drive will be locked in the record cabinet. Hard copies of documents will be kept for at least 7 (seven) years and the company has no intention of destroying any electronic copies of the business records.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 3 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer “Yes” to all items below.

Marijuana Tracking and Weighing:

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

☐ ☐

All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745

☐ ☐

Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:

Juneau's Green Market will use the Metrc inventory tracking system to increase product security, track the movement of products, and minimize diversion and illegal practices. Data will be recorded at: (1) delivery; (2) sale, sample, and transport; and (3) disposal, destruction, and if any theft shall occur. The facility will assign a tracking number to each batch and record the tracking information in Metrc. All employees will be trained to use the system to ensure that: (1) all marijuana prepared and packaged is identified and tracked through its sale, transfer, or destruction; (2) all establishments transacting to purchase or receive marijuana products are licensed; and (3) any loss or theft of marijuana products is reported immediately. Employees will record sales, testing, and transportation arrangements in the system, and generate a transport manifest to accompany products in transit. Marijuana used for samples will be recorded as such, including: (1) the amount of each sample; (2) the facility that received the sample; and (3) the disposal of any expired or outdated promotional sample returned to the facility. Products marked for disposal will be recorded in Metrc at least three (3) days prior to any disposal action, and any destruction, loss, or theft of marijuana will be immediately reported in Metrc to notify AMCO, in addition to reporting to local authorities.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 4 – Employee Qualification and Training**

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

Marijuana Handler Permit:

Yes

No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

☒☐

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired

☒☐**Describe how your establishment will meet the requirements for employee qualifications and training:**

Qualified agents will be given all necessary education and training upon hiring to be proficient in their jobs, as well as a three (3) month probationary period during which time they will receive training and evaluation. All qualified employees and agents must obtain their marijuana handler permit prior to employment per 3 AAC 306.700. Each employee will be provided with any written materials generated by the company regarding procedures and State Laws and Regulations.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Waste Disposal

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to the statement below.

Marijuana Waste Disposal:

Yes

No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

☒☐

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

The company has a disposal plan for marijuana waste and all products that do not meet state testing requirements or the company's internal quality standards for any reason. Marijuana waste will be stored away from all other products in a locked container inside the facility, and will be rendered unusable prior to leaving the facility for disposal. Management will maintain a log on the status of all marijuana waste, tracking the type of waste, the date of the disposal, the date it was rendered unusable, and the date that it was transported to the waste station. Juneau's Green Market will be disposing of: (1) all packaging, labeling, containers, or other related materials which arrive at the facility with marijuana products that have been disqualified for quality; (2) expired marijuana products and (3) any other materials or containers in contact with marijuana products that risk contamination. Marijuana waste will be stored away from all other products in a locked container inside the facility, and will be rendered unusable prior to leaving the facility for disposal. Marijuana waste will be rendered unusable by grinding or mixing the materials with other compostable and non-compostable material until the resulting mixture is no more than fifty percent (50%) marijuana waste. Management will maintain a log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, and date that it was picked up by the disposal company. The final mixture will be securely stored in locked containers located inside the premises with locks in compliance with the highest UL standards.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

Marijuana waste will be ground up with other compostable food waste, yard waste, vegetable oils, or with non-food paper waste after giving AMCO at least three (3) days notice in Metrc.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

To render marijuana unusable, Juneau's Green Market will grind and incorporate the marijuana waste with either non-compostable or compostable solid wastes so that the resulting mixture is at least fifty percent (50%) non-marijuana waste. Authorized agents will use paper waste, plastic waste, cardboard waste, soil, food waste, yard waste, and/or vegetable-based grease or oils. Management will inspect the resulting mixture to ensure it is composed of no more than fifty percent (50%) marijuana by volume, and will record the composition of the mixture in the disposal log. All marijuana waste will be secured in waste storage within the facility, separate from all other marijuana products, storage, and waste, and will then be taken to the waste station.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 6 – Transportation and Delivery of Marijuana and Marijuana Products**

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer “Yes” to all items below.

Marijuana Transportation:

Yes

No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

☒☐

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

☒☐

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

☒☐

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

☒☐

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

☒☐

The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest

☒☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:**

For all transports of products the establishment will create a Metrc generated Trip Manifest. All Trip Manifests will be sent with the products, and an additional copy will be stored and filed on the premises as official business records. The Manifest documents will clearly have the strain name, type of product, batch number, weight, name of the transporter and handlers ID, time of departure and expected delivery, and the make, model, and license plate of the transporting vehicle. All marijuana product will be in a sealed package or container not exceeding more than five (5) pounds and then stored in a locked storage compartment within the transport vehicle. The transport vehicle will travel directly between destinations without making any unnecessary stops and at no time during transit will marijuana products be directly visible. All marijuana packaging will have a label stating that a licensed testing facility has tested each batch in the shipment. All packaging materials that will be sold to marijuana establishments for sale to consumers will be child-proof and unappealing to children. All packaging done at the facility will be performed in a specific 24 hour surveillance monitored area and will then be packaged in a uniform matter with labels secure and clearly displayed. Packaged marijuana will be stored in a secured area until ready for display or transport, and will be inspected, accepted or rejected, and recorded in an official log. The company will check all packages to make sure that they will keep all marijuana from contamination and will check to make sure that the packages will not impart any toxic or deleterious substance to marijuana. Juneau's Green Market will use certified scales in compliance with the Alaska Weights and Measures Act, and will maintain registration and inspection reports at the facility which are available to AMCO at its request. All usable marijuana sold to any other retail marijuana establishment will be labeled with the following information: (1) the name and license number of the cultivation facility; (2) the date the marijuana was harvested; (3) the harvest batch number assigned to the marijuana; (4) the date the marijuana was packaged; (5) the net weight and the quantity of usable marijuana packaged in a standard of measure compatible with the inventory tracking system; (6) a complete list of all pesticides, fungicides, and herbicides used in the cultivation and preparation of the marijuana; and (7) the date of expiration if perishable; (8) testing results & date tested; and (9) required warnings (if packaged for retail sale). A label must be affixed to all shipping containers showing that a licensed marijuana testing facility has tested each harvest batch in the shipment. The label will list: (1) the date of final testing; (2) the cannabinoid potency profile, expressed as a range of percentages (3) a statement listing the results of microbial testing; (4) a statement listing the results of residual solvent testing, as applicable; and (5) a statement listing the contaminants for which the product was tested, including molds, mildew, filth, herbicides, pesticides, fungicides, and harmful chemicals.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

Any vehicle transporting marijuana will be unmarked and inconspicuous. The secure storage area within the transportation vehicle will be sanitized before and after each use. All employees will be trained and will understand that under no circumstances shall a sealed package containing marijuana be opened during transportation and that the most direct route of transport must be adhered to unless there is an emergency justifying diversion from that route. In the case of an emergency, AMCO will be alerted of the alternate route and reason for the diversion from the original trip manifest route. The vehicle storage box will be a large industrial container mounted and secured within the vehicle, accessible by a combination or key lock. The structure will be a large capacity heavy duty storage box that is lockable and equipped with wheels. The retail store will only transport marijuana to another retail store.



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan**Section 7 – Signage and Advertising**

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

There will be one sign with the business name on it visible to the general public, and will not exceed 4800 square inches. The sign will be attached to the building in compliance 3 AAC 306.360(a). The planned signs, postings, logos, and advertisements will be developed by ownership.

The facility will display all required postings around and within the facility, and maintain the visibility and quality of such signs with up to date information, including: (1) operating hours, (2) certificate of occupancy from the city, (3) the State of Alaska marijuana establishment license certificate (to be displayed prominently), (4) approval to operate the facility, (5) "No Loitering" sign on the front door, (6) "Surveillance Cameras In Use" signs, (7) "Restricted Access" signs, and (8) any required postings by the local jurisdiction such as Exit and Fire Extinguisher signs. The operating hours will be prominently displayed on the front entrance door.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that:

Agree Disagree

Is false or misleading

☒☐

Promotes excessive consumption

☒☐

Represents that the use of marijuana has curative or therapeutic effects

☒☐

Depicts a person under the age of 21 consuming marijuana

☒☐

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana

☒☐



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21

☒☐

On or in a public transit vehicle or public transit shelter

☒☐

On or in a publicly owned or operated property

☒☐

Within 1000 feet of a substance abuse or treatment facility

☒☐

On a campus for post-secondary education

☒☐

Signage and Promotional Materials:

Agree Disagree

I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)

☒☐

The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products

☒☐

All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)

☒☐

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

marijuana.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

Section 8 – Control Plan for Persons Under the Age of 21

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

The facility will refuse entrance to any visitor who does not produce a form of valid photo identification showing that person is twenty one (21) years of age or older. A valid form of identification includes: (1) an unexpired, unaltered passport; (2) an unexpired, unaltered driver's license; instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province of Canada; and (3) an identification card issued by a federal or state agency authorized to issue a driver's license or identification card. At no time will a person under the age of twenty one (21) be permitted to remain on the premises. If at any time an employee suspects that a visitor is a minor, the employee will refuse access and have the individual escorted off the premises.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

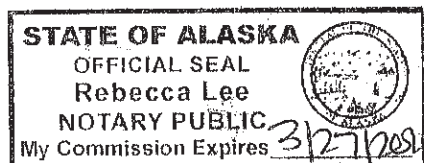


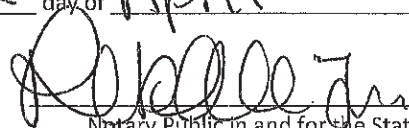
Signature of licensee

Paul Burrows

Printed name

Subscribed and sworn to before me this 12th day of April, 2017.





Notary Public in and for the State of Alaska.

My commission expires: 3/27/2020



Alaska Marijuana Control Board

Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board

Form MJ-02: Premises Diagram**What is this form?**

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	ISG, Inc.	License Number:	12313
License Type:	Retail Marijuana Store		
Doing Business As:	Juneau's Green Market		
Premises Address:	263 Marine Way		
City:	Juneau	State:	AK
		ZIP:	99801

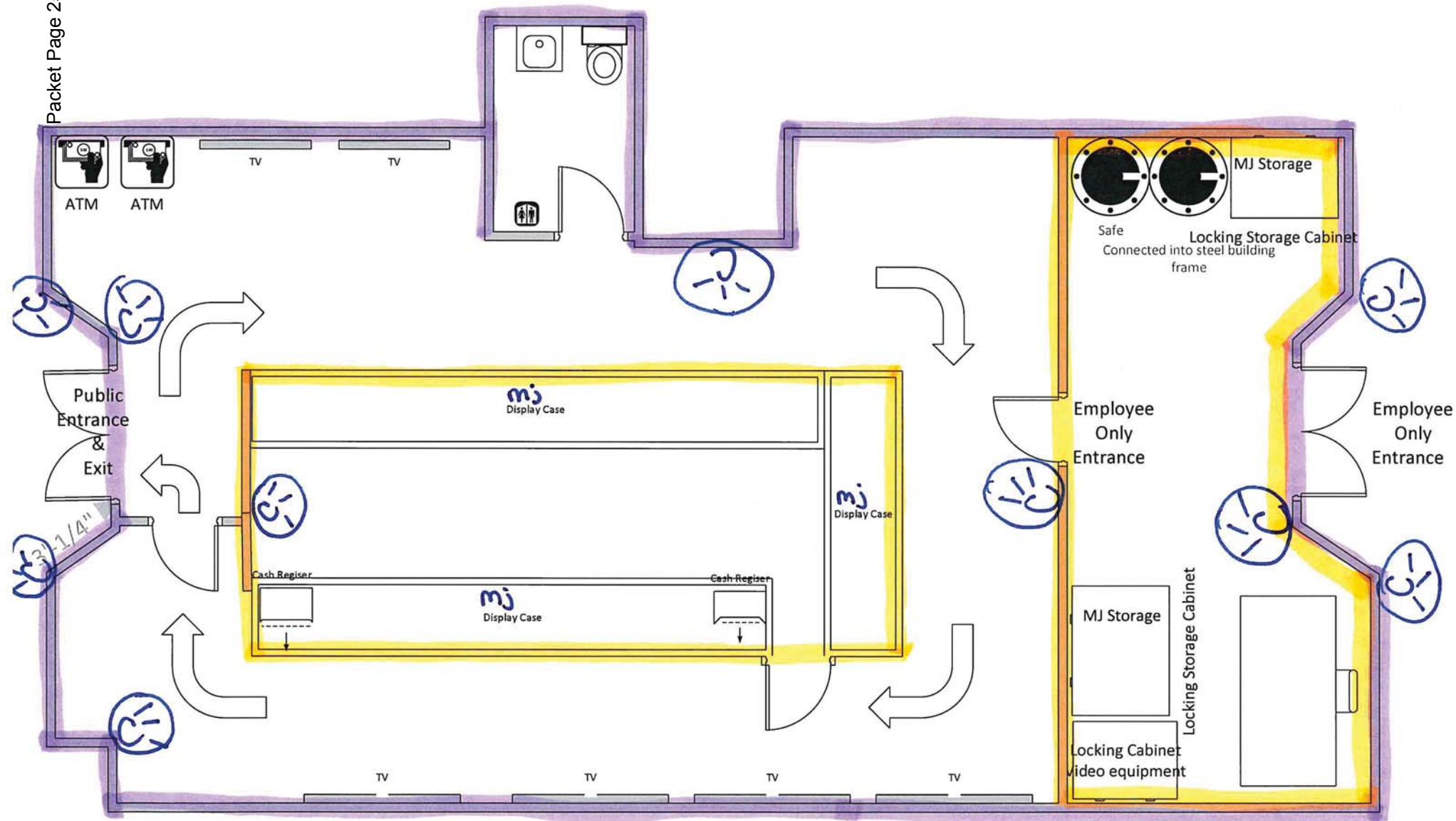


Alaska Marijuana Control Board

Form MJ-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances, walls, partitions, counters, windows, areas of ingress and egress, restricted access areas, and storage areas. Include dimensions in your drawing. Use additional copies of this form or attached additional documents as needed.



= licensed premises
 = Restricted access area
 (C) = camera location



Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit**What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	ISG, Inc.	License Number:	12313		
License Type:	Retail Marijuana Store				
Doing Business As:	Juneau's Green Market				
Premises Address:	263 Marine Way				
City:	Juneau	State:	AK	ZIP:	99801

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

Local Government: City and Borough of Juneau Name of Official: Beth McEwen
Title of Official: Deputy Clerk Date Submitted: 2/28/2017
Community Council: N/A Date Submitted: _____
(Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Paul Burrows

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 3/27/2020

Subscribed and sworn to before me this 5 day of April, 2017.

Presented by: The Manager
Introduced: August 21, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(C)

An Ordinance Appropriating to the Manager the Sum of \$9,939 as Funding for a New Master Plan for Riverside Rotary Park; Donation Provided by The Glacier Valley Rotary Club.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$9,939 for a New Master Plan for Riverside Rotary Park.

Section 3. Source of Funds

Donation from The Glacier Valley Rotary Club : \$9,939

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

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: August 21, 2017
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(D)

An Ordinance Appropriating to the Manager the Sum of \$25,000 as Partial Funding for the Historic Preservation Plan, Phase II; Grant Funding Provided by the State of Alaska Department of Natural Resources.

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

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

Section 2. Appropriation. There is appropriated to the Manager the sum of \$25,000 for Phase II of the Historic Preservation Plan Update.

Section 3. Source of Funds

State of Alaska Department of Natural Resources	\$25,000
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this _____ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

Presented by: The Manager
Introduced: 08/21/17
Drafted by: Finance

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2017-06(E)

An Ordinance Appropriating to the Manager the Sum of \$109,800 as Supplemental Funding for the Law Department Fiscal Year 2018 Operating Budget; Funding Provided from the General Fund's Fund Balance.

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

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

Section 2. Appropriate. There is appropriated to the Manager the sum of \$109,800 as funding for the Law Department Fiscal Year 2018 operating budget.

Section 3. Source of Funds.

General Fund's Fund Balance	\$ 109,800
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Section 4. Effective Date. This ordinance shall become effective upon adoption.

Adopted this __ day of _____, 2017.

Kendell D. Koelsch, Mayor

Attest:

Laurie J. Sica, Municipal Clerk

A REGULATION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Adoption of Amendments to Title 05, Chapter 30 Docks and Harbors Shorepower Access Fees

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE DOCKS AND HARBORS BOARD IS PROPOSING TO ADOPT THE FOLLOWING REGULATIONS:

Section 1. Authority. These regulations are proposed for adoption pursuant to CBJ 01.60 and CBJ 85.02.060, 85.02.100, and 85.20.010.

Section 2. Amendment of Section. The City and Borough of Juneau Administrative Code of Regulations in Title 05, Chapter 30, is amended as follows:

05 CBJAC 30.010 Shorepower access fees.

...

- (b) *Basis for computing charges.* The Docks and Harbors Department assesses shorepower access fees based upon the type of connection accessed, the length of time a person accesses the connection, the season of the year, and whether a person uses a boat as a residence. Fees are assessed for five types of connections: 20 amp, 30 amp, 50 amp, 100 amp/208 volt, and 100 amp/480 volt. ~~With approval of the Docks and Harbors Department, a person may use a 50 amp service and be assessed a 30 amp fee provided the service is current limited to 30 amps.~~ The Docks and Harbors Department assesses fees on either a daily or monthly period. The Docks and Harbors Department assesses a daily fee for each calendar day, or portion thereof, that a person plugs into a shorepower connection. As an alternate to being assessed the daily fee, a person may elect to pay a monthly fee, good for a calendar month, or portion thereof. To qualify for the monthly fee, a person must pay the applicable fee in advance of the calendar month or arrange for automated monthly billings with the Docks and Harbors Department, if available.

...

- (e) *Daily shorepower access fees.* Fees to access shorepower on a daily basis are as follows:

Connection Type	Fee
20 amp (120V, 1 phase)	\$4.80 <u>\$6.00</u>
30 amp (120V, 1 phase)	7.20 <u>\$ 9.00</u>
50 amp (208V, 1 phase)	24.00 <u>\$ 25.00</u>
50 amp (208V, 3 phase)	<u>\$ 52.00</u>
100 amp/208 volt 100 amp (208V, 3 phase)	48.00 <u>\$ 86.00</u>
100 amp/480 volt 100 amp (480V, 3 phase)	120.00 <u>\$ 198.00</u>

...

- (i) Shorepower cost adjustment. The shorepower access fees should be reviewed and adjusted annually.

Section 3. Notice of Proposed Adoption of a Regulation. The notice requirements of CBJ 01.60.200 were followed by the agency. The notice period began on July 29, 2017, which is not less than 21 days before the date of adoption of these regulations as set forth below.

Adoption by Agency

After considering all relevant matter presented to it, the agency hereby amends these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: September 5th, 2017

Carl J. Uchytel, P.E.
Digitally signed by Carl J. Uchytel, P.E.
 DN: cn=Carl J. Uchytel, P.E., o=CBJ Docks & Harbors, ou=Port Director,
 email=Carl.Uchytel@junco.org, c=US
 Date: 2017.09.05 16:54:06 -0800

 Carl Uchytel
 Port Director

Legal Review

These regulations have been reviewed and approved in accordance with the following standards set forth in CBJ 01.60.250:

- (1) Consistency with federal and state law and with the charter, code, and other municipal regulations;
- (2) The existence of code authority and the correctness of the required citation of code authority; and
- (3) Its clarity, simplicity of expression, and absence of possibility of misapplication.

Date: 9/6/17



 Robert H. Palmer, III
 Assistant Municipal Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of _____. They were adopted by the Assembly.

Date: _____

 Laurie J. Sica, Clerk

Filing with Clerk

I certify, as the clerk of the City and Borough of Juneau, that the following statements are true:

These regulations were accepted for filing by the office of the clerk on the ____ day of _____, 2017.

A permanent file of the signed originals of these regulations will be maintained in this office for public inspection.

Effective date: _____.

Date: _____

Laurie J. Sica, Clerk

email: city.clerk@juneau.org

CITY GLENN
AUG 30 2017
RECEIVED

Notice of Appeal

Attachment #1

Concerned Parties

Juneau Seventh-day Adventist Christian School
4890 Glacier Highway
Juneau AK 99801
Tel/FAX (907) 780-4336

Bruce Romine, School Board Chair
Juneau Seventh-day Adventist Christian School
4890 Glacier Highway
Juneau AK 99801
Tel/FAX (907) 780-4336
bruceromine@gmail.com

Lynne Jackson, Treasurer
Juneau Seventh-day Adventist Christian School
4890 Glacier Highway
Juneau AK 99801
Tel/FAX (907) 780-4336
lynneak91@hotmail.com

2016 - Appeal Form
Page 2 of 3

Issues on Appeal²

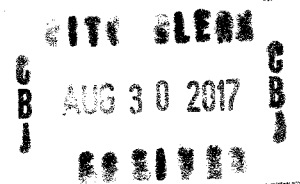
Concisely describe the legal and factual errors that form the basis for your appeal. Do not argue them; argument will be heard later.

Our school has been in operation for more than 60 years at this present location. The building and surrounding property are used solely for religious and educational purposes. At issue is the liability of the property tax assessed for the year 2017.

Relief Requested

What should the Assembly do with the action being appealed: send it back, modify it, or something else?

We are requesting that the Juneau Borough Assembly determine that the Juneau Seventh-day Adventist Christian School property (USS 3263, Lots A & B) be fully exempted from property tax liability due to the fact that it is a religious educational institution. Additionally, we are requesting the return of the \$500 filing fee that we are paying to have this appeal heard by the Assembly.



Spore Jackson
Signature

August 30, 2017
Date

2 01.50.030(b)(5) COMMENCEMENT OF ACTION.

The notice of appeal shall include a concise statement of the legal and factual errors in the decision that form the basis of the appeal.

2016 - Appeal Form
Page 3 of 3

If you are representing any group, or a person other than yourself, you must sign a notarized statement that you are authorized to represent them.

-over-

Parcel Code # 5B1001000040 (p_id:6343)		SEVENTH DAY ADVENTIST CHURCH SCHOOL Since Jan 1900 (Owner:9217)		4890 GLACIER HWY		ROADED: 1	
Total Building Value:		Total Land Value: 227800		Total Misc Imp Value:		Total Value: 227800	
		USS 3263 LTS A & B				SEVENTH DAY ADVENTIST CHURCH	

(1) Assessor's Office

(1) Assessor's Office:Property Control

Parcel Code Number
5B1001000040

LEGAL DESCRIPTION / Subdivision/Lot
USS 3263 LTS A & B

Alternate Parcel Id.

Parcel Index

Owner Name
SEVENTH DAY ADVENTIST CHURCH SCHO

(1) Assessor's Office:Real Estate Tax Exemptions Maintenance

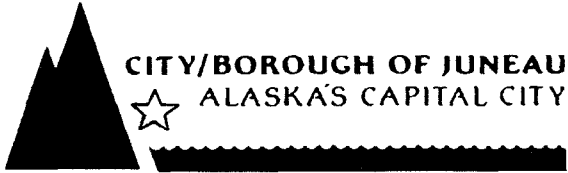
Exemption Info **Hardship Info**

Exemption Code	Percent Value
10 (Religious Non-Profit)	☒ Override 24
Exemption Effective	Amount
From 1/1/2017	☐ Override \$54,672.00
Until 12/31/209	Net Amount
	☐ Override
Eligible Amount	Frozen Assessment
	Total Tax Exempted Amount
	\$58,000
Name	
Notes & Comments	
CHURCH - 2.14AC EXCESS TAXABLE LAND (76%)	

Editing Existing Record (1/1)

New Save Delete Browse Exit

2017 Real Property Tax Bill



REMIT TO: City and Borough of Juneau
155 South Seward St, Juneau, AK 99801
PAYABLE TO: City and Borough of Juneau



6543 1845.55

SEVENTH DAY ADVENTIST CHURCH SCHOOL
C/O TREASURER
4890 GLACIER HWY
JUNEAU AK 99801

Parcel Number:	5B1001000040
Legal Description:	USS 3263 LTS A & B
Total Due:	\$1,845.55
Total Remitted:	
Due Date:	September 30, 2017

FOLD HERE AND DETACH

Please retain below portion for your records. This is the only document you will receive.

2017 Real Property Tax Statement

PARCEL NUMBER 5B1001000040 SEVENTH DAY ADVENTIST CHURCH SCHOOL
PROPERTY LOCATION 4890 GLACIER HWY
LEGAL DESCRIPTION USS 3263 LTS A & B

2017 REAL PROPERTY ASSESSMENT

LAND	227,800
BUILDING	0
EXEMPT TOTAL	(54,672)
TAXABLE VALUE	\$173,128

2017 PROPERTY TAX USES

2017 MILL RATE

2017 TAXES

Areawide - Education and General Government Services	6.70	1,159.96
Areawide - Debt Service	1.30	225.07
Roaded Service Area - Police, Capital Transit, Street Maint, Parks & Rec	2.30	398.19
Fire Service Area - Fire Protection	0.36	62.33
TOTAL 2017 MILL RATE (Do not pay this amount)	10.66	
TOTAL REAL PROPERTY TAX (Assessed Value x Mill Rate / 1000)		\$1,845.55

LOCAL IMPROVEMENT DISTRICT ASSESSMENTS

Description	Principal	Interest	Total
Annual Assessment Installment			

PRIOR YEAR(S) - See back of tax bill for due date and interest information

Delinquent Tax	0.00
Penalty and Interest (Interest calculated through 5/31/2017)	0.00
Credit for prepaid taxes or overpayment of prior year taxes	0.00

Amount due does not include up-to-date interest for prior year taxes. Call (907)586-5261 for amount.

AMOUNT DUE ON OR BEFORE SEPTEMBER 30, 2017**\$1,845.55**

Please Note: It is your responsibility to pay any tax obligation each year. If you have a mortgage, it is possible that your taxes are paid by your mortgage company. Please confirm this prior to remitting payment.

Authorization to Represent the Juneau Seventh-day Adventist Christian School

Lynne Jackson

Bruce Romine

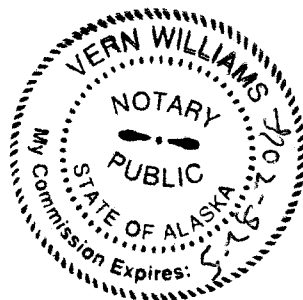
This notarized document authorizes Lynne Jackson and Bruce Romine to represent the Juneau Seventh-day Adventist Christian School as appellants to the City and Borough of Juneau Assembly regarding loss of religious real property tax exemption.

Attached is a copy of the Juneau Adventist Christian School Board meeting minutes of August 8, 2017, authorizing same.

Both parties, Ms. Jackson and Mr. Romine, have appeared before me personally to request this notarized statement.

Vern Williams
Notary Public

5-28-2018
Commission Expires



Juneau Adventist Christian School

Board Minutes

August 8, 2017

Members

Present: Nickie Romine, Lynne Jackson, Bruce Romine, Cynthia Lewis, Charlie Laboca, Pearl Younker

Members

Absent: Pastor Nathan Stearman, Jeorghette Wales

Devotional: Bruce

Minutes: Cynthia

18-02 **VOTED** to approve minutes for June 27, 2017

18-03 **VOTED** to approve minutes for July 20, 2017

Treasurer's

Report: Lynne: July reports. Education Endowment payment of \$1202 received

18-04 **VOTED** to accept treasurer's report

Principal's

Report: Cynthia

***Discussed** Fundraising options

***Discussed** Updates to student list – Amy will not be attending, Savannah will be delayed in attending

***Discussed** Outstanding bill for student Matthew Plang

***Upcoming Events: - Discussed**

Teacher In-service – Aug 9-11

Registration – Aug 13

First Day of School – Aug 14

Open House – Sept 19

Old Business:

***Discussed** Tax Assessment Update – Response from city clerk and tax assessor's office received. Option to appear before Borough Assembly to appeal case.

**New
Business:**

18-05 **VOTED** for letter to be sent to Tax Assessor's office thanking
for their response and expressing our desire to
appear before Borough Assembly

18-06 **VOTED** for Lynne and Bruce to represent School Board at
Borough Assembly for an appeal

***Discussed** need to bring Tax Assessment and Appeal
information before Church Board

***Discussed** items in attic to be placed on Facebook and
sold by donation

***Tabled** Allowing funds from CD to cover tax bill

Next Meeting: Tues., Sept. 12, 2017 at 6:00 p.m.

Adjourned: 6:27 p.m.

Respectfully submitted,

Cynthia Lewis

Manager's Office
155 S. Seward St., Juneau, Alaska 99801
Scott.Ciambor@juneau.org
Voice (907) 586-0220
Fax (907) 586-5385



MEMORANDUM

TO: CBJ Assembly

FROM: Scott Ciambor, Chief Housing Officer 

DATE: September 15, 2017

SUBJECT: Homeless Task Force Recommendations

The Assembly Task Force on Homelessness has made the following recommendations to the Assembly for consideration.

1. **Use data:** National and local data make it safe to assume that the lack of intervention, especially for chronic homeless persons with complex needs, is at least as expensive or likely more expensive than identifying, housing, and providing supports for these individuals. With the May 2017 Vulnerability Index information, it is clear that the community has this type of need beyond the 32 Housing First permanent supportive housing spots coming on-line and should act.
2. **Winter Campground:** An additional campground is unlikely to assist the most in need. The CBJ should not invest resources in a campground and instead should invest in the Juneau Coalition on Housing and Homelessness proposals.
 - **Thane Campground:** Extend closing date of Thane Campground to November 15, 2017 to allow for warming center to come on-line.
3. **Juneau Coalition on Housing and Homelessness (JCHH) Proposals:**
 - **Scattered Site Housing First:** Fund immediately.
 - **Warming Center:** Fund and organize immediately with a goal of operating by November 15th.
 - **Assertive Community Treatment Team** – Utilize CBJ Housing and Homeless Services Coordinator to begin conversation with community partners on ACT implementation, commit to funding, and target and ACT team being in place within one year.

** More specific details of these projects are included in the last taskforce packet included with this memo.*
4. **CBJ Housing and Homeless Services Coordinator:** On September 7, 2017 the Alaska Mental Health Trust Authority approved a \$100,000 FY18 partnership grant request to the City and Borough of Juneau for the Housing and Homelessness Services Coordinator. The Assembly should accept this grant to assist local housing and service providers build capacity and to serve as staff resource to the Assembly to oversee and inform about these initiatives.

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 Scott.Ciambor@juneau.org
 Voice (907) 586-0220
 Fax (907) 586-5385



It Will Be Costly to Not Take Action or Provide Resources

Nationally, research and data indicate that it is more expensive for communities to do nothing to improve the housing and healthcare options of chronically homeless individuals than to provide adequate housing and supports.

- Malcolm Galdwell's New Yorker essay, [Million-Dollar Murray](#) describes this approach.
- Data and research back up the approach and the [Center for Supportive Housing](#) has compiled and summarized [32 supportive housing studies](#) that indicate that supportive housing improves lives, generates significant cost savings to public systems, and benefits communities.

Local Costs/Impacts

To prepare for the 2016 CBJ Community Development Block Grant (CDBG) for the Juneau Housing First Collaborative project, the following data was collected on costs/impact of the chronic homeless population.

Requests have been made to update this data. Also, the Juneau Housing First Collaborative will start a 3-year comprehensive evaluation of the project once it opens.

- **Juneau Police Department/Capital City Fire and Rescue:** Juneau Police Department and Capital City Fire and Rescue report that in less than nine months between **January 1 through September 16, 2016**, they made 537 alcohol incapacitation responses and 83 drug abuse responses with the majority of calls dealing with persons experiencing homelessness; and
- **Bartlett Regional Hospital** had 85 patients that visited the Emergency Room 10 or more times during the first nine months of this year (**January 1 through September 30, 2016**) for a total of 1,507 visits. 33 of those patients were identified as homeless and accounted for 719 of the 1,507 ER visits. Total cost of the ER visits for the homeless patients was \$2,625,290. If you extrapolate this to include the last three months of the year the total would be \$3,412,877 or \$9,350 per day. This works out to an average for the 33 homeless patients of \$103,420 per patient per year.
- **Vulnerability Index Survey – May 2017**
 In May 2017 partner agencies surveyed all potential future residents of the Juneau Housing First Collaborative project to identify the first set of residents. The aggregate data shows that there were way more than 32 prospective clients and additional supportive housing strategies were needed in Juneau.

VI Summary

- Total number of individuals: 97 (unsheltered + emergency shelter)
- Average length of homelessness: 99.03 months. Median: 60 months
- Average VI-SPDAT score: 10.7. Median: 11.

VI-SPDAT scores are on a 0-17 scale.

Any score above 8 is considered a Housing First Candidate.

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Taskforce recommendations are compiled with community activities and additional resources available to assist the unsheltered homeless population in 2017-18 in the following table:

Additional Resources Coming On-Line to Assist the Homeless in 2017/2018			
Agency/Partnership	Units/Beds/Rental Assistance	Timeline	Cost to CBJ
Juneau Housing First Collaborative	32 permanent supportive housing units	September 2017	
Juneau Housing First Collaborative	HUD CoC Funding for 6 scattered site permanent supportive housing	Award notice from HUD during winter 2017; funding FY18.	
Tlingit-Haida Regional Housing Authority/Veterans Administration VASH vouchers	Allocation of 20 VASH vouchers for region. (Likely 5-10 for Juneau)	August 2017	
Volunteers of America Terraces at Lawson Creek Phase II	3 units set aside for homeless 11 units set aside for persons w/disabilities with homeless & veterans preferences	September 2017	
CBJ Housing and Homeless Coordinator			\$0 (AMHTA grant)
CBJ/JCHH proposal Funding for scattered site Housing First permanent supportive housing	10 units	Winter 2017-18 (* if funded)	\$185,000
CBJ/JCHH Warming Center	0-25 beds Nov. 15-April 15	Target: November 15, 2017 (*if funded)	\$63,000 + additional costs for liability insurance, location costs
CBJ/JCHH Assertive Community Treatment team (ACT)	Caseload to be determined during coordination/organization	Target: Begin dialogue with partners for start-up in 1-year.	Preliminary start-up costs \$210,000
Total	72-97 units, beds, rental assistance opportunities		

**ASSEMBLY TASK FORCE ON HOMELESSNESS
THE CITY AND BOROUGH OF JUNEAU, ALASKA**

September 12, 2017 5:00 PM

City Hall Conference Room 224

I. Call to Order

II. Approval of Agenda

III. Approval of Minutes

A. August 28, 2017 minutes

IV. Agenda Topics

A. National & Local Data

B. Campground

C. Juneau Coalition on Housing and Homelessness Proposals

D. CBJ Housing and Homeless Services Coordinator

V. Public Participation on Non-Agenda Items

VI. Staff Reports

A. 09_12_2017 Memo and Recommendations

Included in this report are additional details on national and local data, campground, JCHH proposals (scattered site permanent supportive housing, warming center, and Assertive Community Treatment team), and the CBJ Housing and Homeless Services coordinator.

VII. Adjournment

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

THE CITY AND BOROUGH OF JUNEAU, ALASKA

Meeting Minutes - August 28, 2017

I. Call to Order

Chair White called the meeting to order at 5:30 pm.

Members Present: Debbie White, Maria Gladziszewski, Norton Gregory, Kenny Solomon-Gross, and Mariya Lovishchuk.

Members Absent: JPD Chief Ed Mercer and Bruce Van Dusen

Staff Present: Scott Ciambor, Chief Housing Officer

II. Approval of Agenda

Agenda approve without objection.

III. Approval of Minutes

A. Meeting Minutes August 8, 2017

IV. Agenda Topics

A. Case Study

Chair White introduced a visiting group of providers working on homeless issues in Ketchikan, Alaska.

Scott Ciambor discussed a case study of a homeless individual that signified the communities struggle with providing adequate housing and homeless services to a person with complex needs. This individual occupied a lot of staff and community partner time in the previous week including emergency services, housing and service providers. This person ranks high on the vulnerability index list and is a candidate for the type of services outlined in the Juneau Coalition on Housing and Homelessness proposals.

B. Campground Options

Taskforce discussed potential campground options on CBJ property and where this might be placed. Taskforce reviewed table provided by Lands and Resources Department.

Scott Ciambor explained that the list is only CBJ properties and that a previously

discussed downtown campground on AJT Mining was not included because not CBJ controlled. Maria Gladziszewski commented that the sites were not great options. Debbie White guided committee to remove options from the list.

Taskforce discussed the campground list and downtown parking areas in packet. M. Lovishchuk comments that utilizing space in parking garage might help with current safety concerns. Debbie White notes the high cost of parking and that this isn't best use of public facilities. Kenny Solomon-Gross mentions legislative use in winter.

M. Gladziszewski mentions goal for taskforce to provide a couple of options to be on the table. Taskforce agrees that none of them are really good options.

Scott notes that taskforce also needs to consider who they are targeting - these are individuals with severe mental illness who have been in on the streets for some time. Considering these factors it will be hit or miss whether a campground would be utilized if set up.

M. Lovishchuk mentions that Glory Hole is already at capacity and there is an urgency. Debbie White says that although a campground isn't a permanent solution we do need to consider immediate options and how to mitigate impacts to other parts of the community.

M. Gladziszewski asks if an indoor warming center is a better solution. Scott updates that Salvation Army has new interim leadership and that space isn't an option at this time. If to operate something similar to the previous year than it would also require financial support for staffing since their experience with volunteer model was difficult. M. Lovishchuk notes that the warming center is not a dead issue but would have to find another spot and that since there will likely be campers finding a spot for them should be done and beside wouldn't likely take a lot of resources.

C. Alaska Mental Health Trust Authority Update

S. Ciambor reports that the CBJ has submitted a grant for a Housing and Homeless Services Coordinator position from the Alaska Mental Health Trust Authority. The AMHTA will take this request up at their next meeting in September.

D. Support

None

E. Juneau Coalition on Housing and Homelessness Proposal

Scott Ciambor reported that the Juneau Coalition on Housing and Homelessness held a retreat in July and established a set of guiding principles as well as proposals for moving forward.

M. Gladziszewski notes that these are good ideas and becomes a priority of the Assembly to determine how much money to allocate to this -- tobacco tax money, other things.

Taskforce discussed scattered site permanent supportive housing and Assertive Community Treatment team.

Norton Gregory asks about the costs to the community if we don't do anything in the long run. It seems we are spending exorbitant amounts of money in emergency services, we might as well provide housing and service to improve quality of life and benefit the overall community by getting people off the streets. Debbie notes comments made to her about the number of social service jobs and resources in this community being provided for these individuals already. Norton would like additional numbers on costs.

Kenny says that the JCHH proposals are really trying to push the community forward on this issue and really likes the Assertive Community Treatment team and is a good direction.

Norton Gregory introduces the new Veterans Administration Supportive Housing Program who will be utilizing 20 VASH vouchers in the region.

M. Gladziszewski asks if we need more information on JCHH proposals. S. Ciambor said that he could update information from Housing First efforts and previous numbers from CDBG efforts.

F. Garbage/Potties update

S. Ciambor reports that the Alaska Mental Health Trust Authority is paying for dumpster at KTOO. This arrangement is in place until there is a decision on what to do with campers on AMHTA property. Also locating of port o potties adjacent to the property was put on hold because of upcoming land sale. The property is scheduled to be trespassed September 5.

V. Public Participation on Non-Agenda Items

Evelyn Elberle introduces members from Ketchikan and discussed their efforts to develop housing and homeless services and operating sleep off.

Patrick Race lives and works in downtown and likes the communication with other communities. Scattered site housing is interesting that I'd like to re-emphasize because it

brings in money when people are in place by giving them an opportunity to receive their benefits. Invite members in the community that take umbrage with helping the needy; invite them to meetings or to stay at the campground. Alaska Mental Health Trust Authority interests him and he is disappointed they are kicking campers off the land given their missions and encourages City and members of this committee at their next meeting. The sites on CBJ land should be broadened for the campground including AMHTA land and private properties. Also, some empty building on S. Franklin in winter.

Mel Perkins, owner of Best Western. Thanks the committee for the work and as hoteliers recognizing the need. Hoteliers were concerned about the skate park on the campground list and happy it was removed. Trip Advisor is important for them and the other airport spot with visible tents and safety coming to the city. Another idea if needing a campground facility, on the bus lines - but warming center is better idea. Our shuttle vans have worked great and you might think of caravan concept to watch and take people to bus stop or hospital.

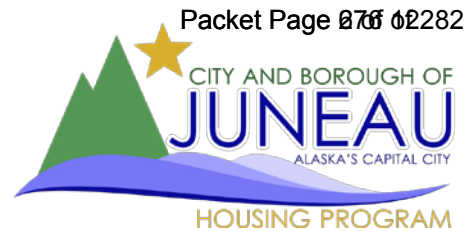
Jessica Baker, homeowner with elementary school child and am happy skate park has been removed from the list. Brotherhood Bridge is a great place to walk and it would be difficult if a campground. Used to live in Chico California and churches banded together to provide wet shelter options and the population kept control of one another because they wanted the resource. (M. Lovishchuk clarified that Glory Hole allows patrons to .1 alcohol limit so technically a wet shelter.)

VI. Staff Reports

VII. Adjournment

The meeting adjourned at 8:31pm.

Manager's Office
155 S. Seward St., Juneau, Alaska 99801
Scott.Ciambor@juneau.org
Voice (907) 586-0220
Fax (907) 586-5385



MEMORANDUM

TO: CBJ Assembly Committee of the Whole
FROM: Scott Ciambor, Chief Housing Officer

DATE: September 11, 2017
SUBJECT: Housing & Homeless Information for Task Force

The following information was requested by the taskforce for the September 12th, 2017 Homeless Task Force Meeting:

1. **National & Local Data:** Additional data on the impacts of the homeless population on the community and costs of services was requested. Or, information that helps look at costs the community will incur if investment into the JCHH proposals are not made.
2. **Campground:** Pared-down list of campground options
3. **Juneau Coalition on Housing and Homelessness Proposals:**
 - o Scattered Site Housing First
 - o Assertive Community Treatment Team
 - o Warming Center
4. **CBJ Housing and Homeless Services Coordinator**

National Data and Resources

Nationally, research and data indicate that it is more expensive for communities to do nothing to improve the housing and healthcare options of chronically homeless individuals than to provide adequate housing and supports.

- Malcolm Gladwell's *New Yorker* essay, [Million-Dollar Murray](#) describes this approach.
- Data and research back up the approach and the Center for Supportive Housing has compiled and summarized [32 supportive housing studies](#) that indicate that supportive housing improves lives, generates significant cost savings to public systems, and benefits communities.

Local Costs/Impacts

To prepare for the 2016 CBJ Community Development Block Grant (CDBG) for the Juneau Housing First Collaborative project, the following data was collected on costs/impact of the chronic homeless population. ***Requests have been made to update this data.***

- **Juneau Police Department/Capital City Fire and Rescue:** Juneau Police Department and Capital City Fire and Rescue report that in less than nine months this year (*January 1 through September 16, 2016*), they've made 537 alcohol incapacitation responses and 83 drug abuse responses with the majority of calls dealing with persons experiencing homelessness; and
- **Bartlett Regional Hospital** had 85 patients that visited the Emergency Room 10 or more times during the first nine months of this year (*January 1 through September 30, 2016*) for a total of 1,507 visits. 33 of those patients were identified as homeless and accounted for 719 of the 1,507 ER visits. Total cost of the ER visits for the homeless patients was \$2,625,290. If you extrapolate this to include the last three months of the year the total would be \$3,412,877 or \$9,350 per day. This works out to an average for the 33 homeless patients of \$103,420 per patient per year.

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These costs are a glimpse of overall cost to public systems (criminal justice, emergency shelter, and other services) as well as impacts on other CBJ departments.

Vulnerability Index Survey – May 2017

In May 2017 partner agencies surveyed all potential future residents of the Juneau Housing First Collaborative project to identify the first set of residents. The aggregate data shows that there were way more than 32 prospective clients and additional supportive housing strategies were needed.

Summary

- **Total number of individuals:** 97 (unsheltered + emergency shelter)
- **Average length of homelessness:** 99.03 months. Median: 60 months
- **Average VI-SPDAT score:** 10.7. Median: 11.

VI-SPDAT scores are on a 0-17 scale.

Any score above 8 is considered a Housing First Candidate.

Evaluation

The JHFC Board has arranged an evaluation of the JHFC project over a three-year period once it opens. The components of the evaluation will be as follows:

1. Frequency of service usage like ER, hospitalizations, police contacts, community mental health services, primary care, substance abuse treatment, etc., pre- and post- admission to housing;
2. Perceived impacts on wellbeing from the resident's perspective;
3. Perceived impacts on the community from those living and working in the downtown area;
4. Objective pre and post changes in well-being based on the Alaska Screening Tool and Client Status Review; and
5. Use of a waitlist control group to compare indicators of well-being among this group to HF residents.

The lead on the evaluation will be Heidi Brocius, MSW. PhD, Clinical Professor, UAF Department of Social Work, who will utilize a student research team to conduct qualitative interviews with residents and community members.

Recommendation: National and local data make it safe to assume that the lack of intervention, especially for chronic homeless persons with complex needs, is at least as expensive or likely more expensive than identifying, housing, and providing supports for these individuals. With the May 2017 Vulnerability Index information, it is clear that the community has this need beyond the 32 spots coming available with the opening of Housing First permanent supportive housing.

CAMPGROUND

After consideration of campground options and the discussion about the target population (unsheltered homeless) that the taskforce is trying to assist, campground options are not the best response.

- Vulnerability Index/Housing First survey data (May 2017) indicate the unsheltered homeless population has complex needs (mental illness/substance abuse, physical/mental disabilities, etc.) and the likelihood of this population utilizing an additional campsite is minimal.

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- This population needs supportive services and no local service agencies would be interested in managing or providing supportive services in this environment. This was attempted when Thane Campground was originally established (CBJ and St. Vincent DePaul partnership) and wasn't a good fit.
- If a campground were established, it would have to be CBJ managed.
- However, if the desire is to provide another low-cost camping environment for the general population, then further consideration of the sites below could be considered. *This would require CBJ funding and staffing.*

CBJ Properties

Other than extending the closing date of Thane Campground, each of the CBJ options left have serious downsides.

- **Thane Campground:** *Extend closing date to November 15, 2017.*
- Lemon Creek Gravel Pit: access, industrial
- Cope Park: access, neighborhood concerns, children's park, damp and dark
- Near Bartlett Regional Hospital: access, steep, ventilation systems of healthcare facilities
- Industrial Boulevard: transportation, access, industrial

AJT Mining Properties (AJ Millsite - Adjacent to downtown Tram)

Included in the packet is a cost estimate for a *winter campground only* discussion that took place last spring that would involve leasing the land from AJT Mining Properties, constructing and removing the site pads between tourist season end in Fall and the start in Spring. **Estimated Charge for materials and construction: \$15,891** (*This does not include labor costs*) This option would require CBJ funding, staffing, and operation. Additionally, there are questions to be considered about police and fire ability to respond, snowplowing, and vehicle access for garbage and port-a-potties.

Recommendation: As a winter campground is unlikely to assist the most in need, CBJ should put resources toward the Juneau Coalition on Housing and Homelessness proposals.

Juneau Coalition on Housing and Homelessness (JCHH) Proposals:

At the last taskforce meeting, the JCHH provided a number of proposals to address the unsheltered homeless situation. In your packet there are templates with additional details on each proposal.

- o Scattered Site Housing First
- o Warming Center
- o Assertive Community Treatment Team – (For information on an ACT team and the standards for implementing a program, [please look at the Alaska DHSS website.](#))

Recommendation: The first two options are actionable and can likely be put into place in the short-term. The Assertive Community Treatment Team is more medium-term and will require more organizational and capacity-building conversations. The taskforce should consider approving funding for both the scattered site housing option and the warming center and pursue organizing details with partners immediately.

CBJ Housing and Homeless Services Coordinator

On September 7, 2017 the Alaska Mental Health Trust Authority approved a \$100,000 FY18 partnership grant request to the City and Borough of Juneau for the Housing and Homelessness Services Coordinator. The grant request is included in the meeting packet and awaits Assembly approval on Sept. 18th.

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The position will be in place to serve a couple of primary functions; 1) provide staff and assembly support in developing oversight and policy in regards to housing and services for the homeless and 2) coordinate with agencies that make up the Juneau Coalition on Housing and Homelessness to further enhance the housing and homelessness service delivery system.

Final Recommendation: The Homeless Task Force can forward recommendations to the Assembly and complete its work. Also, with the Coordinator staff position available, the Assembly will be able to receive updates on these issues going forward.

OBJECTIVE	Scattered Site Permanent Supportive Housing: To provide ten (10) additional permanent supportive housing units in the community using a scattered site Housing First model.	
DESCRIPTION	This model functions much like the HF model Juneau is currently developing. However, the apartments are not congregated and services are provided via a mobile support team rather than by the on-site HF provider. This model relies on: • tenancy support (rental asst. for period of time, roughly 1 yr); • willing landlords who understand the challenges faced by tenants; • a mobile support team who will respond on the street and in the home; and • a system that can absorb these temporary renters into permanent status via vouchers, low income apartments or other permanent housing options after the 1 year period.	
# TO BE SERVED	10	
TOTAL COST Staffing Operating Services	\$185,000 • Tenancy Support for one scattered site unit = \$12,000 (\$12,000 x 10 = \$120,000) • Mobile Support Team/Case Management = 1.0 FTE \$65,000	
DURATION OF PROJECT	Once organized, the rental support would cover 1 year. Packet Page 200b1282	
ANTICIPATED OUTCOMES	• Funding would allow local agencies to coordinate and arrange scattered site Housing First Permanent supportive housing • Funding would stabilize homeless persons, allow for support services, and provide a bridge to mainstream supports such as Housing Choice vouchers, SSI/SSDI, treatment services.	
POTENTIAL PARTNERS	Juneau Housing First Collaborative Alaska Housing Development Corporation JAMHI Outreach Team (Glory Hole, AWARE, St. Vincent DePaul) Private landlords CBJ	
RISKS AND CHALLENGES	• Working with chronically homeless persons with complex issues is time intensive and difficult work; there will be a trial and error phase; • Setting up the scattered site model will require organization and collaboration among agencies involved and time to recruit willing landlords to participate; (2-6 months) • Supportive service component is integral and figuring out caseload and continued funding for this purpose in the future will be a challenge; • Long-term sustainability	
POLICY CONSIDERATIONS	CBJ to evaluate long-term funding for this approach and reporting mechanism. (Social Services Advisory Board Funds through Juneau Community Foundation, Juneau Affordable Housing Fund, Tobacco Tax, etc.)	
ACTION STEPS	1. Approve funding 2.Organize scatter site housing program with local agencies, hire support staff 3.Educate the public and recruit participating landlords	
PROPOSAL RESOURCES	City Staff: Scott Ciambor, Chief Housing Officer Housing and Homeless Services Coordinator	Task Force Member(s)

OBJECTIVE	Warming Center	
DESCRIPTION	The JCHH does not advocate establishing new emergency shelter programming, but recognizes the need for live-saving interventions during the winter months when temperatures are below freezing. JCHH recommends working with existing emergency shelter providers (TGH, AWARE and JYS) to utilize their 24-hr staffing resources to avoid creating another system of emergency shelter management. We believe that given CBJ coordination (managed by the proposed Homeless Services Coordinator), donated space (the downtown bus depot is a likely site), and a limited operation schedule, existing providers could expand their current personnel pools to provide on-call staff when the temperatures fall below a determined threshold. Existing shelter providers could invoice the city for those personnel expenses. On nights below freezing between November 15, 2017 and April 15th, 2018, the warming center would be available for 0 - 25 persons(depending on space chosen) during a timeframe established by the partners (e.g.; 11pm-7pm)	
# TO BE SERVED	On nights below freezing between November 15, 2017 and April 15 th , 2018, the warming center would be available for 0 - 25 persons depending on space chosen during a timeframe established by the partners (e.g.; 11pm-7pm).	
TOTAL COST Staffing Operating Services	Preliminary Cost Estimates (assuming ~100 days below freezing/yr): 1. Shelter Worker @ \$20/hr for 10 hr shift = \$220/night (includes two hrs OT) 2. \$220/night x 2 workers x 100 nights = \$44,000/yr personnel cost (may be higher depending on staff we use- may include more overtime) 3. 8% admin costs to providing agency Packet Page 28 b6f1282 4. Increased liability insurance = ? city cost 5. Janitorial= ? city cost 6. Cots/sleeping pads = potentially donated by Red Cross, vinyl/plastic, if purchased- Paco Pads @ ~\$230/each 7. If we provide blankets-laundry service @ \$150/night x 100 nights =\$15,000 Start-up costs for personnel and basic materials begins at roughly \$63,000. Also: • Liability Insurance and janitorial costs need to be determined. • Location costs: Determining cost of use of CBJ property (Downtown Transit Center, Centennial Hall) or renting a private space at another location.	
DURATION OF PROJECT	November 15, 2017 – April 15 th , 2018	
ANTICIPATED OUTCOMES	• Between November 15, 2017 and April 15th, 2018 there will be an additional emergency shelter option available in the community to keep individuals off the street.	
POTENTIAL PARTNERS	Glory Hole, AWARE, and Juneau Youth Services	
RISKS AND CHALLENGES	• There is little desire to make this warming center a permanent, ongoing winter offering in the community; however to ensure that this isn’t the case will require development of additional housing services and supports to decrease the level of unsheltered homeless in the community. (This will require collaboration, advocacy and pursuit of additional local, state, and federal resources.) • Choice of location; • Congregate shelter isn’t always the best option for persons with complex needs.	
POLICY CONSIDERATIONS	CBJ to evaluate long-term funding for this approach and reporting mechanism. (Social Services Advisory Board Funds through Juneau Community Foundation, Juneau Affordable Housing Fund, Tobacco Tax, etc.)	
ACTION STEPS	• Assess location, insurance requirements and liability protections for city facilities • Allocate funding • Organize Warming Center program with partners • Educate the public and partners (JPD, CCRF, Social service agencies, etc.) on how warming center will operate.	
PROPOSAL RESOURCES	City Staff: Scott Ciambor, Chief Housing Officer Housing and Homeless Services Coordinator	Task Force Member(s)

OBJECTIVE	Assertive Community Treatment Team	
DESCRIPTION	An Assertive Community Treatment team consists of a transdisciplinary team of medical, behavioral health, and rehabilitation professionals who work together to meet the intensive needs of recipients with severe and persistent mental illness. A fundamental charge of ACT is to be the first-line (and generally sole provider) of all the services that ACT recipients need. Being the single point of responsibility necessitates a higher frequency and intensity of community based contacts, and a very low recipient-to-staff ratio. Because ACT teams often work with recipients who may passively or actively resist services, ACT teams are expected to thoughtfully carry out planned assertive engagement techniques which largely consist of rapport-building strategies, facilitating meeting basic needs, and motivational interviewing techniques. The ACT team delivers all services according to a recovery based philosophy of care, where the team promotes self-determination, respects the recipient as expert in his or her own right, and engages peers in the process of promoting hope that the recipient can recover from mental illness and regain meaningful roles in the community.	
# TO BE SERVED	Participants would be determined by the level of staffing funding would provide and individuals meeting the ACT admission criteria. (SMI, unable to perform daily activity tasks, keep employment, maintain housing, continuous high-service needs)	
TOTAL COST Staffing Operating Services	Preliminary Cost Estimates/year: i. .25 FTE Prescribing Clinician=\$42,550.25 ii. 1.0 FTE Case Manager=\$82,420.00 iii. .25FTE Nurse II= \$25,648.25 iv. Peer Support 1FTE=\$60,090.00 Packet Page 22261282 Total preliminary costs = \$210,708 - Additionally, matching funds for staffing from other sources like Alaska Division of Health and Social Services or Alaska Mental Health Trust Authority will likely be necessary to meet ACT fidelity and ensure long-term sustainability. - Also, Medicaid billing for appropriate services to clients will need to be established and maintained.	
DURATION OF PROJECT	Establishing an ACT team would likely be a medium-term option. Initial planning would likely be needed to ensure long-term sustainability as the desire would be to have an ACT team in place for more than a year.	
ANTICIPATED OUTCOMES	A focus on homeless individuals with intensive medical, behavioral health, and substance abuse needs by a transdisciplinary team.	
POTENTIAL PARTNERS	JAMHI Bartlett Regional Hospital JHFC & other housing provider (St. Vincent’s, AHDC) Polaris House Other Juneau Coalition on Housing and Homelessness service partners	
RISKS AND CHALLENGES	- An ACT team has pretty rigorous fidelity requirements to the model and determining activities eligible for Medicaid billing can time consuming; - Long-term sustainability - Ensuring housing component is available for targeted individuals - Organization and capacity-building among partner agencies.	
POLICY CONSIDERATIONS	CBJ to evaluate long-term funding for this approach and reporting mechanism. (Social Services Advisory Board Funds through Juneau Community Foundation, Juneau Affordable Housing Fund, Tobacco Tax, etc.)	
ACTION STEPS	Organize meeting of potential ACT team partners and State entities to learn about interest & viability of putting in place a local ACT team.	
PROPOSAL RESOURCES	City Staff: Scott Ciambor, Chief Housing Officer Housing and Homeless Services Coordinator	Task Force Member(s)