

RULE 7
HOURS OF WORK AND HOLIDAYS

Section

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(Res. No. 2476, 2009)

7 PR 005. Scheduling Hours of Work.

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

7 PR 010. Minimum Work Week.

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

7 PR 015. Normal Work Week.

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

7 PR 020. Normal Work Day.

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

7 PR 021. Employee Furlough.

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

7 PR 025. City and Borough Holidays.

(a) The following days are observed as holidays:

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

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

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

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

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

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

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

7 PR 026. Eaglecrest Holidays.

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

(1) the last Monday in May, known as Memorial Day

~~(2)~~ the 19th of June, known as Juneteenth

~~(2)~~(3) the fourth of July, known as Independence Day

~~(3)~~(4) the first Monday in September, known as Labor Day

~~(4)~~(5) the 18th of October, known as Alaska Day

~~(5)~~(6) the 11th of November, known as Veteran's Day

~~(6)~~(7) the fourth Thursday in November, known as Thanksgiving

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

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

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

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

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

7 PR 030. Alternate Leave.

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

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

RULE 11
LEAVE

Section

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(Res. No. 2069, 2001; 2370, 2006; 2422(c), 2007; 2476, 2009; 2618, 2012; 3029(am), 2023)

11 PR 005. Scope.

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

11 PR 010. Accrual Rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Reserved.

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

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

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

11 PR 012. Personal Leave Cash-in.

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

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

~~2) the leave cash-in does not exceed the equivalent of 15 work days per calendar year; and~~

23) the leave cash-in request is for a minimum of 5 days.

(b) 21 days is equal to:

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

~~(c) 15 days is equal to:~~

- ~~1) 112.5 hours for an employee assigned to a 37.5 hour work week~~
- ~~2) 120 hours for an employee assigned to a 40 hour work week~~
- ~~3) 168 hours for an employee assigned to a 24/48 hour duty cycle~~

(d) Administration.

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

(2) Leave cash-in will be included in the employee's regular payroll check.

(3) A request for leave cash-in must be received no later than the last Friday of the pay period if the leave cash in is to be included in the paycheck for that pay period.

(4) The equivalencies established in subsection (a) shall be proportionately reduced for an employee assigned to work less than a full time schedule.

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

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

(f) Notwithstanding the provisions of 11 PR012 (a), an employee may cash in an unlimited amount of accrued personal leave, ~~provided that the employee's leave balance is not less than 21 days and the employee has taken a minimum of 21 days of leave in the leave year in which the cash in request is made.~~ (Res. No. 2016, 2000; 2223, 2003; 2370, 2006; 2476, 2009; 4018, 2025)

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

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

11 PR 020. Accrual During Unauthorized Leave.

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

11 PR 025. Leave Anniversary.

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

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

11 PR 030. Minimum Leave Use.

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

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

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

11 PR 035. Maximum Leave Carry-over.

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

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

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

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

11 PR 040. Use of Personal Leave.

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

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

- (1) The employee is sick or disabled to the extent that the employee cannot perform regular duties;
 - (2) The employee's presence on the job would jeopardize the health or safety of fellow employees;
or
 - (3) To care for the employee's child, spouse, domestic partner, or parent who is ill or injured if such illness or injury requires the employee's presence.
- (c) Personal leave may also be used for Family Medical Leave purposes consistent with the provisions of 11 PR 067.
- (d) A department director may require an employee to provide a statement from a health care provider or other acceptable proof that the conditions of this section have been satisfied before authorizing use of personal leave.
- (e) An employee is required to promptly advise the supervisor or department director of his or her absence and the reason for his or her absence when requesting the use of unscheduled leave.
- (f) An employee may be authorized to take no more than two weeks of personal leave for the period immediately preceding his or her resignation. The Department Director, with approval from the Human Resources and Risk Management Director, may grant an additional two weeks of personal leave for extenuating circumstances. The employee must return to work status prior to separating from service. (*Res. No. 1619, 1993; 2370, 2006*)

11 PR 045. Direction to Take Leave

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

11 PR 050. Bereavement Leave.

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

11 PR 055. Banked Medical Leave.

- (a) An employee who has banked medical leave may take such leave only when one of the following conditions exists:
- (1) The employee is sick or disabled to the extent that the employee cannot attend to the employee's regular duties.

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

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

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

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

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

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

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

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

11 PR 065. Leave Without Pay.

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

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

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

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

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

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

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

11 PR 067. Family/Medical Leave.

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

11 PR 070. Cancellation of Leave.

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

11 PR 075. Effect of Leave Without Pay.

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

11 PR 080. Adjustment of Anniversary Dates.

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

11 PR 081. Employee Furloughs.

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

11 PR 085. Court Leave.

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

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

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

11 PR 090. Military Leave Without Pay.

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

11 PR 095. Military Leave with Pay.

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

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

11 PR 100. Emergency Service Leave.

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

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

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

11 PR 110. Donation of Leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

11 PR 115. Seasonal Leave.

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

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

11 PR 120. Medical Leave on Separation.

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

11 PR 125. Personal Leave on Separation.

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

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

11 PR 130. Parent-Teacher Conference Leave.

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

11 PR 135. Paid Parental Leave.

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

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

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

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

(e) Eligible employees will receive a maximum of six (6) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the six-week total amount of paid parental leave granted for that event. Additionally, in no case will an employee receive more than six (6) weeks of paid parental leave in a rolling, 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12-month timeframe. If both parents and/or legal guardians are CBJ employees who meet the eligibility criteria, one employee shall be identified as the designated employee to take parental leave by the

employees and only that designated employee shall be eligible for paid parental leave under this rule. If the impacted employees are unable to agree on the designated employee, then the paid parental leave shall be split evenly between the two eligible employees.

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

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

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

RULE 18
COMPENSATION AND REIMBURSEMENTS**Section****005. Pay Schedules****007. Attorney Pay Premium****010. Daily Pay Rate for Salaried Employees****015. Shift Differentials****020. Standby Rate****025. Increased Responsibilities Differential****026. Temporary Supervision Pay****027. Health Benefits and Employee Wellness****030. Uniforms****035. Tool Allowance****037. Repayment to Employer****040. Travel Reimbursement****045. Mileage and Vehicle Allowance****050. Awards****055. Reimbursement of Interview Travel Expenses****060. Relocation Expense****065. Police Certification Pay****070. Sign-on Bonus****075. Deferred Compensation Employee Benefit***(Res. No. 2370, 2006; 3000, 2022; 3020, 2023; 3028, 2023)***18 PR 005. Pay Schedules.**

The pay schedules attached as Appendix I shall be effective on the date shown thereon.

Employees in positions classified as permanent fulltime, excluding seasonal, and whose regular work schedule is 37.5 hours per week or more, and who are employed on July 1, 2025 shall receive a lump sum of two thousand seven hundred and fifty dollars (\$2,750) on the payday of the first full pay period following July 1, 2025. Employees in positions classified as permanent seasonal or part time, who are employed on July 1, 2025 shall receive a lump sum payment in the amount of two thousand seven hundred and fifty dollars (\$2,750) pro-rated based upon hours worked in FY2025. The minimum amount of the pro-rated lump sum payment shall be one thousand three hundred and seventy-five dollars (\$1,375). The pro-rated lump sum payment shall be paid on the payday of the first full pay period following July 1, 2025.

Employees in positions classified as permanent fulltime, excluding seasonal, and whose regular work schedule is 37.5 hours per week or more, and who are employed on July 1, 2026 shall receive a lump sum of two thousand dollars (\$2,000) on the payday of the first full pay period following July 1, 2026. Employees in positions classified as permanent seasonal or part time, who are employed on July 1, 2026 shall receive a lump sum payment in the amount of two thousand dollars (\$2,000) pro-rated based upon hours worked in FY2026. The minimum amount of the pro-rated

lump sum payment shall be one thousand dollars (\$1,000). The pro-rated lump sum payment shall be paid on the payday of the first full pay period following July 1, 2026.

(Res. No. 1875, 1997; 2069, 2001; 2112, 2001; 2223, 2003; 2336, 2005; 2459, 2009; 2622, 2012; 2649, 2013, 2860, 2019; 2991, 2022; 2994, 2022; 3052, 2024; 4018, 2025)

18 PR 007. Attorney Pay Premium.

The amounts set out in the City and Borough of Juneau MEBA/unrepresented pay schedule provided by 18 PR 005 of this Rule are increased as follows for partially exempt positions within the Department of Law that require admission to the practice of law in the state of Alaska as a condition of employment:

1	2	3	4	5	6	7	8	9	10	11	12	13
13%	13%	13%	13%	13%	13%	13%	11%	9%	8%	7%	6%	4%

(Res. No. 3000, 2022)

18 PR 010. Daily Pay Rate for Salaried Employees.

The rate per day for salaried employees is one tenth of a standard biweekly pay period payment. *(Res. No. 1875, 1997; 2370, 2006)*

18 PR 015. Shift Differentials.

Shift differential, as defined in 10 PR 100, shall be compensated at the following rates: shift differential “A” is \$3.00 ~~\$2.00~~ per hour; shift differential “B” is \$3.50 ~~\$2.50~~ per hour. *(Res. No. 1875, 1997; 2069, 2001; 2370, 2006; 2994, 2022, 4018, 2025)*

18 PR 020. Standby Rate.

The standby rate, as defined in 10 PR 105, is \$5.00 per hour. *(Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006; 2622, 2012; 4018, 2025)*

18 PR 025. Increased Responsibilities Differential.

The increased responsibilities differential, as defined in 10 PR 095, is \$1.00 per hour. *(Res. No. 1875, 1997; 2069, 2001; 2342, 2005; 2370, 2006)*

18 PR 026. Temporary Supervision Pay.

Temporary supervision pay, as defined in 10 PR 097, is \$1.20 per hour. *(Res. No. 2342, 2005; 2370, 2006)*

18 PR 027. Health Benefits and Employee Wellness.

The CBJ maintains a health benefit and employee wellness program for its employees on a defined contribution basis.

(a) The CBJ provides a tiered health insurance employee benefit to eligible employees. Eligible employees pay, by payroll deduction, any difference between the CBJ's contribution and the amount required to provide the coverage elected by the employee under the tiered benefits program.

(1) Effective July 1, ~~2025~~ ~~2022~~, the employer's contribution rate shall be \$1,722.00 ~~\$1,533.00~~ per month per full-time, eligible employee.

Effective July 1, ~~2026~~ ~~2023~~, the employer's contribution rate shall be up to \$1,808.00 ~~\$1,610.00~~ per month, per full time, eligible employee.

Effective July 1, ~~2027~~ ~~2024~~, the employer's contribution rate shall be up to \$1,898.00 ~~\$1,690.00~~ per month, per full time, eligible employee.

(2) Effective with the first full payroll in July 2013, employees who participate in the Healthy Rewards program will receive a \$50.00 per pay period reduction in their health insurance premium contribution rate. Participation will be tracked on a yearly basis and the premium reduction will be effective the next plan year. For example, participation in plan year 2012 would result in a premium reduction for plan year 2013.

(3) The criteria established for the Healthy Rewards program is subject to modification by the Human Resources and Risk Management Office, in consultation with the Health Benefits Committee.

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

(b) Part-time and seasonal part-time, eligible employees working 780 hours per year or more shall be provided the option of participating in the group insurance plan by paying a prorated portion of the benefit cost. A part-time employee shall have the option of using accrued personal leave to cover the pro-rated portion of benefits, subject to the minimum leave balance provisions of 11 PR 012, by completing a form provided by the employer. Eaglecrest limited positions are not eligible to participate in the health insurance plan.

(c) When an employee leaves employment due to termination, resignation or lay off, health insurance coverage ends at midnight on the last day of the pay period that the employee was in pay status. ~~12:01 a.m. on the day following the last day of pay status.~~

(d) When an employee is on Leave Without Pay while on Family/Medical Leave, the provisions of the Family/Medical Leave policy which maintain health benefit coverage remain in effect and the employee contribution remains unchanged.

(e) The CBJ maintains a Health Benefits Committee, which is made up of designated union members and unrepresented employee members. The Committee will meet at least quarterly to review progress of cost containment efforts, review the administrative company's performance and offer suggestions regarding other options concerning employee health insurance. The Committee will develop checks and balances on plan adjustments with the goal of maintaining the relative cost and value of the tiers. This committee may also develop, implement and evaluate Wellness Program activities and services and review the effectiveness of the Employee Assistance Program. The Health Committee will review the health benefit costs at its quarterly meetings and make recommendations to the parties that address increased costs.

(f) The CBJ shall pay not less than \$12.80 per full time employee per month to fund a Wellness Program in order to promote education about healthy lifestyles.

(g) Employees who are placed in furlough status on a reduced workweek or workday basis shall not be required to pay a prorated portion of the Employer's health insurance contribution rate provided the employee continues to work a minimum of 60 hours per pay period. (*Res. No. 1875, 1997; 2069, 2001; 2223, 2003; 2336, 2005; 2370, 2006, 2459, 2009; 2476, 2009; 2622, 2012; 2649, 2013; 2860, 2019; 2994, 2022; 3000, 2022; 4018, 2025*)

18 PR 030. Uniforms.

CBJ shall provide, clean, maintain, and re-place any uniform it requires an employee to wear. Uniform items provided by CBJ or for which the employee is paid may only be worn in the performance of assigned job duties and when traveling directly from place of residence to work and traveling directly from work to place of residence.

Uniforms or tools that are provided by the employer, and are lost or damaged by the employee due to negligence, shall be replaced by the employee at no expense to the employer. (*Res. No. 2069, 2001; 2370, 2006; 2459, 2009*)

18 PR 035. Tool Allowance.

(a) Current employees, subject to a written CBJ requirement to provide their own hand tools shall receive a tool allowance as provided in this rule. The specified annual amounts shall be paid in advance by separate check to each employee during the month of July, except that employees who are in leave without pay or seasonal leave status for two weeks or longer beginning on July 1st of any given fiscal year, shall receive their tool allowance with the first full paycheck after their return to paid status. The tool allowance will be prorated according to the employees anticipated work schedule, e.g, a seasonal employee who is budgeted to work for 7 months will receive 7/12 of the total relevant allowance.

(b) New employees subject to a written CBJ requirement to provide their own hand tools shall receive the relevant, pro-rated amount based upon what month they were hired within the fiscal

year (example: an employee hired in October shall receive 9/12 of the total relevant allowance). This amount shall be included in the paycheck issued after the first full pay period of employment.

(c) The annual tool allowance is as follows:

(1) Automotive mechanics: \$2,000.00 ~~\$1100.00~~

(2) Building maintenance mechanics: \$1100.00 ~~\$550.00~~

(3) Eaglecrest Vehicle Maintenance Supervisor: \$700.00.

(4) Emergency Program Manager, if required to use a personal snow machine for the CBJ avalanche program: \$1500.00. (*Res. No. 2069, 2001; 2370, 2006; 2459, 2009; 2649, 2013; 3000, 2022; 4018, 2025*)

18 PR 037. Repayment to Employer.

(a) Employees paid an advance uniform or tool allowance and who leave employment less than 1 year thereafter shall repay CBJ according to the schedule set forth in this section. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected. The repayment schedule is as follows:

(1) 100% if service is less than 13 weeks;

(2) 75% if service is 13 weeks or greater but less than 26 weeks;

(3) 50% if service is 26 weeks or greater but less than 39 weeks;

(4) 25% if service is 39 weeks or greater but less than 52 weeks. (*Res. No. 2069, 2001*)

(b) Monies owed to the CBJ by an employee who separates from service shall be deducted from the employee's final leave cash in and pay check, except that the employee's final check may not be less than the actual number of hours worked x the minimum wage guaranteed by state or federal law. An employee may owe the CBJ money for a variety of reasons including, but not limited to: training, travel or relocation reimbursement; sign-on bonus reimbursement; health insurance reimbursement; intentional or grossly negligent damage to CBJ property, personal use of CBJ credit cards; or failure to return CBJ property. Should the amount of the employee's final pay and leave cash in be insufficient to cover the total monies owed the CBJ, the CBJ may take other actions to recover the funds. (*Res. No. 2069, 2001; 2370, 2006; 3020, 2023*)

18 PR 040. Travel Reimbursement.

(a) All official travel must be authorized in advance by the employee's department director and the City Manager.

(b) Meal Allowance: A meal allowance may be paid while the employee is in travel status. The CBJ meal allowance shall equal the rates set by the State of Alaska for state employee travel.

Employees will not receive a meal allowance for any portion of the travel day where a meal is provided in conjunction with the event attended. This does not apply to meals served on an airplane.

(c) Other travel expenses may be reimbursed provided the employee has a valid receipt for actual costs.

(d) The City Manager may establish other reasonable rules and procedures associated with travel. (*Res. No. 1875, 1997; 2093, 2001; 2370, 2006; 2383, 2006*)

18 PR 045. Mileage and Vehicle Allowance.

(a) An employee who uses his or her own vehicle for CBJ business will be reimbursed per the standard IRS mileage reimbursement rate plus 25% rounded up to the next whole cent. The employee must be able to show proof of insurance if requested.

(b) An employee may be reimbursed for actual out-of-pocket costs for travel outside of Juneau when the employee is authorized in advance to use his or her personal automobile, airplane or other vehicle. Authorization to use a private vehicle may be provided by the department director and City Manager when use of such vehicle is less than the cost of the most economical route by common carrier. Receipts must be submitted if claiming out of pocket costs. (*Res. No. 1875, 1997; 2339, 2005; 2370, 2006*)

18 PR 050. Awards.

The City Manager may authorize cash awards or gifts not to exceed \$10,000.00 in value for employee suggestions, in recognition of outstanding employee performance or service, or in conjunction with an established recruitment or retention program where there are significant demonstrated recruitment challenges. (*Res. No. 2370, 2006; 2839, 2018*)

18 PR 055. Reimbursement of Interview Travel Expenses.

Upon written advance authorization by the City Manager, a job applicant may be reimbursed for transportation and per diem expenses reasonably necessary to attend an employment interview. (*Res. No. 1900, 1997; 2370, 2006*)

18 PR 060. Relocation Expense.

(a) The City Manager may authorize reimbursement of moving and relocation expenses for a new employee provided:

(1) The City Manager and the employee sign a written agreement specifying the maximum amount of reimbursement and requiring pro-rated repayment according to the schedule set forth in this

section if the employee voluntarily ends service in less than 4 years. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected. The repayment schedule is as follows:

- (i) 100% if service is less than 12 months;
 - (ii) 75% if service is 12 months or greater but less than 24 months;
 - (iii) 50% if service is 24 months or greater but less than 36 months;
 - (iv) 25% if service is 36 months or greater but less than 48 months.
- (2) The maximum amount established in the reimbursement agreement may not exceed 20 percent of the employee's base pay.
- (b) The following expenses are eligible for reimbursement to the extent that they are evidenced by written receipts:
- (1) Reasonable commercial moving expenses;
 - (2) The cost of renting and operating trailers or trucks to transport a reasonable quantity of household goods and effects;
 - (3) Mileage at the rate currently in the IRS guidelines for relocation expenses, or actual receipted fuel expenses;
 - (4) Transportation costs by common carrier for the employee, spouse or domestic partner, and each of the employee's dependents who reside within the same household;
 - (5) Tolls for bridges, highways and ferries;
 - (6) Upon submission of actual receipted expenses, a reasonable per diem will be provided for lodging and meals while en route to Juneau. Upon arrival in Juneau, the employee may continue to claim per diem for lodging while seeking permanent housing. Per diem for lodging will end when permanent housing is secured or at the end of 15 days from the date of arrival at Juneau whichever comes first;
 - (7) Other expenses directly related to relocation and specifically authorized by the City Manager.
- (c) Expenses incurred prior to a finalized relocation agreement will not be reimbursed. (*Res. No. 1670, 1993; 2339, 2005; 2370, 2006; 2622, 2012; 2740, 2016*)

18 PR 065. Police Certification Pay.

- (a) Juneau Police Department employees who submit evidence of receiving an Alaska Police Standards Council intermediate or advanced police certificate shall receive a pay enhancement

upon application to the employer and effective on the first day of the pay period immediately following approval by the employer.

(1) Intermediate police certification: Juneau police department employees who are approved for an intermediate police certification pay enhance shall receive a two percent (2%) pay enhancement above the rate of pay in the pay schedule in 18 PR 005.

(2) Advanced police certification: Juneau police department employees who are approved for an advanced police certification pay enhance shall receive a three percent (3%) pay enhancement above the rate of pay in the pay schedule in 18 PR 005. An employee who is eligible for the Advanced police certification pay enhancement shall not be eligible for the Intermediate police certification pay enhancement. (*Res. No. 3000, 2022*)

18 PR 070. Sign-on Bonus.

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

- (1) The City Manager and the employee sign a written agreement specifying the sign-on bonus amount and payment schedule and requiring pro-rated repayment according to the schedule set forth in this section if the employee voluntarily ends service in less than 2, 3, or 4 years. Any amount not repaid may be deducted from the employee's final paycheck or otherwise lawfully collected.
- (2) If the sign-on period is 4 years, the repayment schedule is:
 - (i) 100% if service is less than 12 months;
 - (ii) 75% if service is 12 months or greater but less than 24 months;
 - (iii) 50% if service is 24 months or greater but less than 36 months;
 - (iv) 25% if service is 36 months or greater but less than 48 months.
- (3) If the sign-on period is 3 years, the repayment schedule is:
 - (i) 100% if service is less than 12 months;
 - (ii) 66% if service is 12 months or greater but less than 24 months;
 - (iii) 33% if service is 24 months or greater but less than 36 months;
- (4) If the sign-on period is 2 years, the repayment schedule is:
 - (i) 100% if service is less than 6 months;
 - (ii) 75% if service is 6 months or greater but less than 12 months;
 - (iii) 50% if service is 12 months or greater but less than 18 months;
 - (iv) 25% if service is 18 months or greater but less than 24 months.

- (5) The maximum amount established in the sign-on bonus agreement may not exceed \$40,000. The sign-on bonus amount may be paid in multiple payments on a schedule determined by the City Manager.
- (6) The City Manager shall determine whether a position is difficult to fill, the dollar amount of the sign-on bonus, the payment schedule, and the repayment period. The City Manager shall consider factors such as the current labor market, history of recruitment difficulties, rate of pay for the position, and the number of applicants in making this determination.
- (7) A new employee shall only be eligible for a sign-on bonus if they have not worked for the City and Borough of Juneau for a period of at least one year prior to the start of employment. (*Res. 3020, 2023*)

18 PR 075. Deferred Compensation Employee Benefit.

The CBJ offers a Deferred Compensation plan under IRC Section 457(b), under which payment of compensation may be deferred, to all eligible employees. Additionally, the CBJ offers a deferred compensation employer matching contribution for employees enrolled in the State of Alaska Public Employees Retirement System (PERS) Tier 4 Defined Contribution Retirement plan. The intent of the benefit is to match \$1.00 in an employer funded 401(a) plan account for every \$2.00 of employee contribution into a 457(b) plan account in a manner that grows with the employee's total length of service with the CBJ. This benefit is subject to yearly Assembly appropriation.

(a) The CBJ provides an escalating employer match into a separate 401(a) retirement account to an employee contribution into the CBJ deferred compensation plan based on years of service, as follows:

Years of Service	Voluntary 457(b) Employee Contribution Eligible for Emp Match	Employer 50% Matching Cont to 401(a)
0 – 1.99 years	up to 2% of wages	up to 1% match
2 – 4.99 years	up to 4% of wages	up to 2% match
5 – 9.99 years	up to 6% of wages	up to 3% match
10 years and longer	up to 8% of wages	up to 4% match

(b) Vesting for the employer match is as follows based on years of service after the start of the match plan:

1. 20% after 1 year
2. 40% after 2 years
3. 60% after 3 years
4. 80% after 4 years
5. 100% after 5 years

6. Those who reach the age of fifty-nine and a half (59 and ½) will automatically be vested at 100% regardless of years of service.
7. If a rehired CBJ employee previously cashed out their 401(a) matching account, their vesting time will be restarted with reemployment.

(c) Everyone has a unique tax situation and employees should consult their tax professional for advice about the tax implications of this benefit.

(d) The employee contribution to the deferred compensation plan and the employer match are subject to annual contribution limits as outlined by the Internal Revenue Service (IRS). At the end of each calendar year, the CBJ may audit matching employer payments to ensure that the employee achieves the appropriate matching contribution for the calendar year.

(e) CBJ employees who are in the State of Alaska PERS Defined Benefit Retirement plans (Tiers 1, 2, and 3) are eligible to participate in the CBJ deferred compensation plan without the employer matching contributions outlined in this section. (*Res. 3067, 3028, 2023*)