

**Collective Bargaining Agreement**

**Between the**

**UNIVERSITY OF ALASKA**

**and the**

**FAIRBANKS FIRE FIGHTERS UNION**

**Local 1324**

**October 1, 2017 through June 30, 2020**

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## **Article 1 Agreement**

### 1.1 Recognition

The University recognizes the Fairbanks Fire Fighters Union, Local 1324, IAFF, AFL-CIO, as the exclusive bargaining representative for all full-time uniformed personnel employed at the UAF Fire Department, to include fire prevention personnel. The Fire Chief, student firefighters, supervisory personnel and confidential personnel are excluded from the bargaining unit.

### 1.2 Effective Date

This Agreement is made and entered on October 1, 2017, by and between the University of Alaska (“University”) and the Fairbanks Firefighters Union, Local 1324, IAFF, AFL-CIO (“Union”).

### 1.3 Duration and Negotiation Procedure

This Agreement shall be effective as of October 1, 2017, and shall remain in full force and effect to and including June 30, 2020. No later than October 1, 2019, either party may serve written notice on the other of its desire to terminate, modify or amend this Agreement. Upon receipt of such notice, negotiations shall commence within sixty (60) calendar days, but in no event shall either party be required to commence negotiations prior to October 1, 2019.

The monetary terms of this Agreement are not effective until they have been approved by the legislature pursuant to AS 23.40.215.

### 1.4 Continuing Conditions

In the event that the termination date of this Agreement occurs during the course of negotiations for a successor Agreement, the terms and conditions of this Agreement shall be binding upon the parties until a successor Agreement is negotiated and ratified. However, there shall be no salary increases after the expiration of this Agreement, during the negotiation of a successor Agreement.

### 1.5 Reopening of Negotiations for Failure to Fund

In the event of an action by the University or the Legislature that results in a failure to appropriate money to fully fund any term of this agreement during any year of this contract, the parties agree to immediately reopen the Agreement for negotiations of monetary terms.



## 1.6 Impasse at Collective Bargaining

If an impasse is reached in collective bargaining, both parties agree to participate in mediation, and binding arbitration according to applicable State law.

## 1.7 Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the University, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

This Article in no way precludes the parties from using the Availability of Parties process in Article 1.9 to address items of concern which may arise through the normal course of implementation and interpretation of the Agreement.

## 1.8 Work Stoppage, Slowdown or Strike

The Union agrees that UAF Local 1324 Unit Members do not have the right to engage in any work stoppage, slowdown or strike. If any unauthorized or wildcat work stoppage, slowdown or strike occurs, the Union will immediately notify UAF Local 1324 Unit Members engaged in the unauthorized activities to cease and desist and will publically declare that the work stoppage, slowdown or strike is illegal and unauthorized. Any UAF Local 1324 Unit Member engaging in any strike shall be subject to immediate dismissal by the University, without right to utilize the grievance procedure of this Agreement.

## 1.9 Savings Clause

The terms of this Agreement are subject to applicable law. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

#### 1.10 Availability of Parties

The Union and the University agree to meet from time to time, at the request of either party at the mutual convenience of both, concerning this Agreement, its administration, and interpretation.

#### 1.11 Non-Discrimination

Neither the University nor the Union shall discriminate on the basis of Fairbanks Fire Fighters Union, Local 1324, IAFF, AFL-CIO related activity.

With the exception of the obligation to refrain from discrimination based on union-related activities, the University's obligation to refrain from illegal acts under federal and state laws, Regents' Policy, University Regulation, and any other policy or procedure prohibiting discrimination or sexual harassment are not obligations under this collective bargaining agreement and are not subject to the grievance procedure.

#### 1.12 University Policy and Regulation

Unless superseded by a specific provision of this Agreement, the Board of Regents' Policy and University Regulations, as amended from time to time, shall apply to all UAF Local 1324 Unit Members without any obligation to bargain over such changes.

#### 1.13 Negotiations

One UAF Local 1324 Unit Member negotiator for the Union, when attending negotiation sessions on duty, shall not be included in minimum staffing, and shall be relieved of duty for up to 10 negotiation sessions.

At the sole discretion of the Fire Chief, a total of two UAF Local 1324 Unit Member negotiators may be permitted to attend and participate in negotiations during their normal workday without loss of compensation and without interruption, except for emergency response. If this permission is not granted, the parties will endeavor to schedule negotiations sessions on UAF Local 1324 Unit Member negotiators' days off, or UAF Local 1324 Unit Members may use Union business leave. This provision is contingent on the availability of an annual leave slot.

#### 1.14 Indemnification

In the event that a claim or claims are made by a person or persons against any employee for actions done while in the scope of employment covered by the terms of this Agreement, the claim shall be defended by the University and any liability which is incurred by an employee covered by this Agreement as a result of the claim or claims shall be paid by the University. No indemnity shall occur for actions outside the scope of employment. Any claim or claims, or liability resulting there from, shall not be paid by the University if the claim or claims are based upon acts or omissions of any employee resulting from recklessness, gross negligence or intentional misconduct. The University reserves the exclusive right to retain and choose counsel for UAF Local 1324 Unit Members if the University is indemnifying those UAF Local 1324 Unit Members' actions.

## **Article 2 Management Rights**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the University.

The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **Article 3 Resolution of Disputes**

#### 3.1 Purpose

In the interest of promoting harmonious and cooperative relations between the University of Alaska and the Union, the parties hereby agree to the following terms for the resolution of disputes. UAFT Local 1324 unit members and/or Union representatives and supervisors are encouraged to meet at mutually acceptable times prior to filing a grievance or anytime during the grievance process.

#### 3.2 Definitions

- a. A "grievance" is:
  - i. an allegation by the Union or the University that an express term of the Agreement has been violated, misinterpreted or improperly applied; or
  - ii. an allegation by the Union that there has been a violation of Regents' Policy or University Regulation to the extent it concerns a term and condition of employment as defined in the Public Employment Relations Act.
- b. A "grievant" is the UAF Local 1324 Unit member or the party alleging a grievance.
- c. A "day" is a working day, Monday through Friday, at the University of Alaska Fairbanks, i.e., a day on which the University of Alaska Fairbanks is open for business.
- d. A "filing" is the receipt of a written grievance by personal delivery, email or certified mail. If personal delivery is used, a written receipt will be provided. If email is used, the receiving party will confirm receipt of the email.
- e. A "response" is the receipt of the written response to a grievance.
- f. A "supervisor" is the first level University official outside the bargaining unit with administrative responsibility for the unit in which the grievant is employed. This would normally be the Fire Chief or designee.
- g. A "meeting" can be conducted with the parties at one physical location or the parties connected by teleconference, videoconference, or other appropriate technology.

### 3.3 Grievance Resolution Process

The Grievance Resolution Process is the sole and exclusive process for resolving grievances as defined in Article 4.2(a).

#### 3.3.1 Step 1: Informal Resolution

The grievant or the Union must notify the supervisor of the grievance and must attempt an informal resolution with the supervisor. Notification there is a grievance must be given in writing to the supervisor within 30 days after the event giving rise to the grievance, or within 30 days after the grievant became aware, or reasonably should have been aware of the event giving rise to the grievance, whichever is later.

If within 10 days of notification of the supervisor in Step 1 the attempt at an informal resolution of the grievance is not successful and the Union chooses to pursue the grievance, the Union must file a formal grievance in writing with the supervisor.

#### 3.3.2 Step 2: Formal Resolution at First Level

The formal grievance shall be signed by the Union representative and shall include the following:

- a. the specific term(s) of this Agreement, Board of Regents' Policy or University Regulation alleged to have been violated, misinterpreted, or misapplied;
- b. a description of the grounds of the grievance including names, dates, places, and times necessary for a complete understanding of the grievance;
- c. the remedy sought;
- d. the name(s), telephone number, and address at which the grievant shall receive all correspondence related to the grievance; and
- e. the name, telephone number, and address of the grievant's representative.

The supervisor receiving the grievance shall, within 10 days, schedule a meeting with the grievant and the Union's representative to occur as soon as it can be mutually arranged. Within 10 days following that meeting, the supervisor shall issue a written finding to the grievant and to the Union.

If the Union is not satisfied with the finding of the supervisor at Step 2, the grievance may be advanced in writing to the administrator within 10 days of the Union receipt of the Step 2 finding, or the date the finding was due.

### 3.3.3 Step 3: Appeal to the Vice Chancellor for Administrative Services

The Vice Chancellor shall, within 10 days, schedule a meeting with the grievant and the Union to occur as soon as it can be mutually arranged. Within 10 days following the meeting, the Vice Chancellor shall issue a written finding to the grievant and to the Union.

If the Union is not satisfied with the finding of the Vice Chancellor in Step 3, the grievance may advance the grievance to binding arbitration within ten (10) days of the Unions' receipt of the finding or the date the finding was due, according to the process set forth below.

### 3.3.4 Step 4: Arbitration

#### a. Arbitrator Selection

If the Union is not satisfied with the finding of the vice chancellor, or his or her designee, and intends to advance the grievance to binding arbitration, it will notify the Labor Relations office within 10 days of the grievant's receipt of the finding or the date the finding was due. The parties may mutually agree on an arbitrator. If the parties do not agree on an arbitrator, the parties shall contact the Federal Mediation and Conciliation Service to request a panel of arbitrators be provided. Within ten (10) working days after receipt of the panel of arbitrators, Labor Relations and the Union will meet and select an arbitrator by alternately striking names from the panel of arbitrators until one name remains. The first strike shall be decided by a flip of a coin. The arbitrator remaining on the list shall be accepted as the arbitrator of the grievance.

#### b. Arbitration Issues

Issues not specifically identified in writing in the Step 2 grievance filing or response shall not be submitted to the arbitrator for decision. The parties may mutually agree to waive this provision, but neither party shall be obligated to do so.

#### c. Pre-Arbitration Communication

At least 10 days prior to an arbitration hearing, the parties shall provide each other tentative witness lists, statements of the issues, and copies of documentary evidence expected to be introduced in the hearing. In the

interest of expediting the arbitration process, the parties shall attempt to stipulate to issues, facts, and evidence to be presented in arbitration.

d. Arbitration Hearing and Costs

The arbitrator shall schedule and conduct the hearing in accordance with the Voluntary Rules of the American Arbitration Association. Each party shall be responsible for the costs of presenting its case. With the exception of fees charged for postponement, unilateral withdrawal, or cancellation, which shall be borne by the party initiating such action, the fees and expenses of the arbitrator shall be allocated by the arbitrator as follows:

1. Assign the arbitrator's fees and expenses to the losing party.
2. If the arbitrator determines that neither party is the losing party, then the arbitrator shall assign the arbitrator's fees and expenses proportionally to the parties as judged to be equitable.

e. Authority of the Arbitrator

The arbitrator shall have no authority to add to, subtract from, modify, or amend the terms of the Agreement. The arbitrator shall confine the decision solely to the application or interpretation of the express terms of the Agreement. The decision of the arbitrator shall be final and binding on both parties to the extent permitted by provisions of this Agreement and applicable law.

f. Retroactivity

An arbitrator's award may be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than 30 days prior to the date the grievance was filed.

3.3.5 General Provisions

a. Failure to Respond

If, at any step in Grievance Resolution Process, the University fails to respond within the time period prescribed, the Union may advance the grievance to the next step. If, at any step in the Grievance Resolution Process, the Union fails to respond within the time period prescribed, the grievance shall be considered permanently resolved on the basis of the University's latest response.



b. Rights of the Bargaining Unit

A Union representative shall have the right to be present, either as an advocate for the grievant or as an observer, in all meetings that occur as part of the grievance procedure. The representative's role shall be decided by the grievant.

c. Extension of Timelines

By mutual agreement, the parties may extend the grievance filing and response timelines set forth in Article 4.3. Such agreements shall be confirmed in writing by the party requesting the extension.

d. Representation and Advice of Counsel

The Union and the University may be advised or represented by counsel of their choice during any stage of grievance proceedings. Advice or representation by counsel at any level shall not be the basis for disqualifying such counsel at any other stage. Any conflict of interest which might be raised upon the basis of such advice or representation is expressly waived with respect to all other stages of the process.

e. Non-Retribution

The parties agree that there shall be no retribution or reprisal against a UAF Local 1324 Unit Member for exercising his or her rights under this procedure.

3.3.6 Grievances Filed by the University

The University may file a grievance against the Union within 30 days after the event giving rise to the grievance occurred or within 30 days after the University became aware or reasonably should have been aware of the event giving rise to the grievance, whichever is later. The grievance shall be filed by the University's Chief Human Resources Officer with the president of the Union. If the grievance is not resolved within 30 days from the date of filing, the University may advance the grievance to arbitration pursuant to Article 4.3.4.

## **Article 4**

### **Benefits**

#### 4.1 Health Insurance

The minimum University defined contribution shall equal 82% of net plan costs. Coverage provided to eligible employees may be altered, following review and consideration of recommendations by the Joint Health Care Committee. Costs of the benefits in excess of the University's contribution shall be borne by covered employees, prorated among all participants in UA Choice. There shall be no University contribution for employees who choose to opt-out of the UA Choice plan.

##### 4.1.1 UA Choice

The current UA Choice Plan shall be the health plan available to covered employees. The UA Choice Plan is a defined contribution plan with multiple coverage options, prospective employee charges, and a plan year based on a fiscal year. The defined contribution nature of the UA Choice Plan shall be preserved.

The University in good faith annually will establish an employee charge for each coverage option offered under the UA Choice Plan. Option charges shall be the same for all University employees selecting a coverage option. In establishing the charges the University shall consider prior year under and over collections related to the UA Choice Plan, consult with its benefits consultant and claims administrator, and will meet and confer with the Joint Health Care Committee. Option charges will be collected on a fiscal year basis, and are not subject to negotiation.

##### 4.1.2 Joint Health Care Committee

The Fire Fighters Union and the University agree to participate in a Joint Health Care Committee with other represented and non-represented UA employee groups, to review health benefits and to investigate, study and design possible solutions to rising health care costs and other mutual problems. This committee shall meet at least monthly. Topics may include, but are not limited to, wellness programs, plan design, eligibility, cost containment, number and quality of benefits provided, deductibles, application of prior years' under and over-collections, preferred provider programs, competitiveness among providers, standardization of benefit design, utilization, promotion, and cost, and options designed to enhance benefit options while containing costs. The University will not adopt changes suggested by this committee that would:

1. result in a violation of established laws or regulations;
2. alter the administration or management of health care benefits;
3. result in a projected cost increase to the University, in any year unless the parties agree by Memorandum of Agreement.

4. be detrimental to the financial interests of the University, as determined by the President.

The Joint Health Care Committee will be comprised of up to three (3) representatives selected by other represented employee groups; up to two (2) representatives selected by Staff Alliance; and up to three (3) representatives selected by the University. A quorum for meetings shall require more than 50% of committee members.

The University Benefits Director shall be an *ex officio* member of the committee. The committee shall be advisory in nature, and will forward its recommendations in writing to the University's Chief Human Resources Officer, with copies to each committee member.

Notes shall be taken of committee sessions and posted on the Statewide HR website and/or other websites.

The committee will, to the extent possible, reach consensus on recommended actions. In the event consensus is not possible, the committee shall conduct a formal vote on any official recommendations regarding changes in health benefits, with a two-thirds majority needed to pass any recommendation.

The committee shall be chaired by a University employee selected by the committee. If the chair is not an existing member of the health care committee, then the chair will vote only in the event of a tie.

Normally, the University will accept committee recommendations that are consistent with parameters described above and will proceed accordingly to implement the recommended changes. However, in exceptional circumstances, the Chief Human Resources Officer (CHRO) may determine that the best interests of the University and the health care plan would not be served in accepting the recommendation. In those cases where the CHRO does not accept the committee's recommendation, the CHRO shall set forth in writing the reasons for that determination. The decision of the CHRO shall be rendered in writing within 20 days of the receipt of the committee's recommendations. The CHRO's decision is final and binding and not subject to further review. Copies of the committee's recommendations and the CHRO's decision shall be posted on the Statewide HR Website.

All expenses of serving on the committee and participating in committee activities shall be the responsibility of each party participating on the committee. The University will provide release time from work for one Local 1324 Unit Member to attend scheduled JHCC meetings. The unions will provide staff support for the committee.

Members of the health care committee will be trained on health care topics including employee-management committee processes, health benefit reporting and accounting, HIPAA compliance and other topics relevant to the role of the committee.

The parties will meet and confer in good faith regarding health, pharmacy and wellness data that would be useful to the committee, as well as the timing and frequency of University-provided reports. The University will facilitate information exchange between the plan's health care vendors and the Joint Health Care Committee to ensure timely receipt of information for committee use.

#### 4.2 Life Insurance, Long Term Disability and Accidental Death and Dismemberment

The University shall provide life insurance, long-term disability, and accidental death and dismemberment coverage on the same basis as provided to UAF Local 1324 unit members by the University Plan in place on the date of this Agreement.

#### 4.3 Reimbursement Accounts, Tax Sheltered Annuities, University Pension

UAF Local 1324 Unit members shall be provided reimbursement accounts, tax sheltered annuities, and the University pension on the same basis as provided in the University plan in place on the date of this Agreement. All disputes between a UAF Local 1324 Unit Member and the University regarding eligibility for and ongoing participation in such matters shall be subject solely to the dispute resolution procedures provided in the plan documents.

#### 4.4 Public Employees Retirement System (PERS) or Optional Retirement Plan (ORP)

UAF Local 1324 Unit Members are eligible for retirement benefits under PERS or ORP as provided under State law and the University Plan in effect as of the date of this agreement.

#### 4.5 Education Benefits

Employee Education Benefits (tuition waiver) shall be provided in accordance with Regent's Policy and University Regulation, as amended from time to time.

#### 4.6 Physical Training Time

UAF Local 1324 Unit Members on the suppression schedule are allowed one hour physical training time during work hours each duty day. UAF Local 1324 Unit Members on the 40 hour schedule are allowed thirty minutes physical training time during work hours three days per work week.

## **Article 5**

### **Work Schedules and Working Conditions**

#### 5.1 Work Schedules - General

A UAF Local 1324 Unit Member's hours of work or assigned duties may be temporarily altered by the Fire Chief so long as there is no loss of wages or benefits to the UAF Local 1324 Unit Member that would have accrued under the regular work schedule in accordance with the Forty-Hour Conversion Rate. When possible, the Fire Chief will seek volunteers for schedule changes before requiring schedule changes on an involuntary basis.

#### 5.2 Suppression Schedule

The regular work schedule for UAF Local 1324 Unit Members working a suppression schedule shall be approximately fifty-six (56) hours per week on alternating shifts (known as the Kelly Schedule). Shift duration shall be 24.25 hours beginning at 0700 hours and ending at 0715 hours the next day. This shall mean a typical work schedule of one on, one off, one on, one off, one on, four off, on a continuous basis. UAF Local 1324 Unit Members' timesheets will reflect all hours worked by UAF Local 1324 Unit Members within biweekly payroll periods, except for shift trades governed by Article 6.4.5. All hours worked by UAF Local 1324 Unit Members in excess of 106 hours per 14 day work cycle shall be paid at the overtime rate. This schedule is referred to in this Agreement as the "Suppression Schedule."

#### 5.3 40 Hour Schedule

The workweek for 40-hour UAF Local 1324 Unit Members shall consist of five consecutive days of eight hours per day for a total of 40 hours per week. All hours worked by UAF Local 1324 Unit Members in excess of 40 hours per week shall be paid at the overtime rate.

#### 5.4 Temporary Duty Assignments and Flex Schedules

The 40-hour conversion rate is intended for members normally on the suppression schedule who are on extended Temporary Duty Assignments in increments of one full week. Temporary Duty Assignments, including travel, of less than one week will generally remain on the normal suppression schedule and compensated for extra hours worked. Members on a converted 40-hour Temporary Duty Assignment are eligible for callback overtime.

40-hour UAF Local 1324 Unit Members may work a flexible schedule as mutually agreed upon by the UAF Local 1324 Unit Member and the Fire Chief consisting of 40 hours per week.

## 5.5 Shift Trades

Shift trades allow fire suppression personnel to substitute for one another on tours of duty or parts thereof. Shift trades allow UAF Local 1324 Unit Members to absent themselves from work and attend to personal matters. Trading of time is done voluntarily by UAF Local 1324 Unit Members for their own convenience. It does not occur at the direction of the University and any disputes concerning shift trades are not subject to the grievance process. All shift trades need to be approved in advance.

The University shall not be required to pay any additional wages to UAF Local 1324 Unit Member(s) agreeing to shift trades. Resolution of shift trade payback between UAF Local 1324 Unit Members is determined by mutual agreement of the Unit Members and any disputes are not subject to the grievance process.

## 5.6 Platoon Changes Initiated by UAF Local 1324 Unit Members

UAF Local 1324 Unit Members of equal classification and qualification may mutually agree to exchange platoons.

Any change of platoon requested by UAF Local 1324 Unit Members will be subject to approval by the Fire Chief. Changes may be denied for good reason(s).

The Department will not be responsible for preserving leave or paying any overtime or callback time that may result from trading of platoons.

## 5.7 Platoon Changes Initiated by the Department

In the case of platoon changes initiated by the Department, the Fire Chief will be responsible for guaranteeing leaves already approved.

When a UAF Local 1324 Unit Member is assigned to begin work on a new shift 48 hours or more from the last regular previously assigned shift, prorated straight time will be paid to make up for work missed.

When the Fire Chief wants to initiate a platoon change, the Fire Chief, the employee and the Union will meet to determine a mutually agreeable effective date that will avoid any loss of pay for the employee.

In the absence of extenuating circumstances, UAF Local 1324 Unit Members who are notified of platoon changes initiated by the Department will be given at least nine calendar days (including weekends and holidays) before alteration of the schedule.

## 5.8 Callback Overtime Assignment Procedures

a. Callback Overtime

1. Callback overtime applies when the University determines additional personnel are needed for staffing apparatus or stations. Callback overtime other than emergency recall will be offered on a rotating basis according to the last overtime worked such that the qualified member with the oldest date of overtime last worked will be contacted first.
2. Callback overtime shall be assigned rank-for-rank: the rank of the member that is vacant is the rank that shall be called. If the vacancy cannot be filled with a member of like rank, the next rank will be called.
  - i. When there are two vacancies of different ranks (i.e. one fire captain and one battalion chief), the later vacancy to occur will determine the rank to be filled with callback overtime.
3. A member is considered excused from accepting overtime if he or she a) is scheduled to be on duty; b) is already committed to a shift trade; c) is committed to a compensable fire department related activity; d) is approved for sick or family medical leave; or e) if accepted, would result in more than two consecutive shifts.
4. No unit member may work overtime on his or her regularly scheduled shift, regardless of circumstance.

b. Extra Hours and Non-Callback Overtime

1. Extra hours and non-callback overtime applies to special projects, meetings, training, or other assignments.
2. All extra hours and non-callback overtime must be approved in advance by the fire chief. Unauthorized extra hours or overtime is prohibited.
3. Extra hours and non-callback overtime will be rank-appropriate. In circumstances when all ranks are equally appropriate, either rank may fill the assignment. The fire chief or designee may assign extra-hours and non-callback overtime to specific unit members based on particular certifications, skills, experience, or other unique factors.
  - i. Examples of fire captain rank-appropriate assignment include, but are not limited to staffing a fire company to stand by at a fireworks event; staffing a fire company to stand by at a confined space entry;

- ii. Examples of battalion chief rank-appropriate assignment include, but are not limited to serving as division supervisor at a wildfire;
  - iii. Examples of assignments for which any rank may be appropriate include, but are not limited to teaching a class; representing the department at a public event; apparatus inspection trip;
- c. Overtime Calling and Record Keeping
  - 1. Battalion chiefs (or acting battalion chiefs, as appropriate) will contact Local 1324 members to fill overtime opportunities.
  - 2. Battalion chiefs (including acting battalion chiefs) will maintain records of all overtime called, including the reason for the overtime, the date each member was called and whether the callback was refused, accepted, excused (including on duty), or not contacted. These records will be accessible for viewing by the fire chief, administrative staff, and unit members.
  - 3. Overtime callback procedures will be kept internally and approved by both the Fire Chief and the Union, as amended from time to time.

## 6.9 Duties and Conditions of Employment

- a. The duties covered by this Agreement of the UAF Local 1324 Unit Members of the Fire Department shall include the prevention and suppression of fire, public education, emergency medical services, rescue services, mitigation of hazardous materials incidents and other activities commonly performed by Fire Services.
- b. The University agrees that it will not use members of other fire departments, agencies or individuals, not otherwise referred to in this Agreement, and from outside this bargaining unit to perform any covered duties because of a lack of manpower or the unavailability of an employee. This provision does not preclude the use of mutual aid.
- c. UAF Local 1324 Unit Members will not be required to perform any law enforcement duties or duties in connection with riot control or crowd dispersal, except as in 6.8.d. This provision does not restrict the performance of code enforcement duties.
- d. Members of the Fire Prevention Division and other Members designated by the Fire Chief may enforce the provisions of the Fire Code as adopted



by the University, or other applicable Alaska Statute and Regulations relating to fire investigation.

#### 5.10 Revocation of Driver's License

No UAF Local 1324 Unit Member may be deprived of pay or seniority based upon the revocation of his driver's license for a violation or violations of the law which result from the direct orders of his superior to specifically commit such a violation or violations.

#### 5.11 Classification Vacancies

UAF Local 1324 Unit Members will receive first consideration for vacancies within the bargaining unit for which they are qualified.

#### 5.12 Serving Out of Classification

##### Interim Fire Chief

In the event of a vacancy in the position of Fire Chief, the Vice Chancellor for Administrative Services (VCAS) may choose to offer the Fire Chief position to a qualified UAF Local 1324 Unit Member on a temporary basis for a period of not less than one calendar month and not longer than the date on which the position is filled. A UAF Local 1324 Unit Member who accepts the position of Interim Fire Chief shall be removed from the bargaining unit. Any return rights to the bargaining unit shall be agreed upon in writing between the Union and Labor Relations.

##### Acting Fire Chief

The Fire Chief or Interim Fire Chief shall have the ability to appoint a qualified UAF Local 1324 Unit Member to the position of Acting Fire Chief while they are unavailable to perform the duties of Fire Chief. Acting compensation will be for all hours worked in the acting position. Acting compensation will be 10% above the member's current rate of pay. A UAF Local 1324 Unit Member appointed to Acting Fire Chief shall remain in the bargaining unit and retain his normal duties, schedule, rank, and wages, unless notified of a change in schedule. Any change in work schedule from the suppression schedule to a 40-hour schedule shall require wages compensated in accordance with the Forty-Hour Conversion Rate.

##### Acting Battalion Chief

If a Battalion Chief position is vacant for 30 or more days, a Captain will be assigned to act up to fill that position. Acting compensation will be 10% above the member's current rate of pay.

For absences of a Battalion Chief of at least a full shift but less than 30 days, for all hours worked, a Captain will be assigned to act up to fill that position. Acting compensation for these short-term periods will be 10% above the member's current rate of pay.

## **Article 6 Holidays and Leaves**

### 6.1 Holiday Eligibility

To be eligible for holiday benefits, a UAF Local 1324 Unit Member must be benefits eligible and must be in pay status the last scheduled workday before the holiday and the first scheduled workday after the holiday.

### 6.2 UAF Local 1324 Unit Members on 40 Hour Schedules

An eligible UAF Local 1324 Unit Member who is not scheduled to work on a holiday shall receive eight (8) hours holiday pay at the base rate of pay. (Members on a Suppression Schedule but temporarily assigned to a 40-hour conversion schedule will receive eight hours at the converted base rate of pay.)

An eligible UAF Local 1324 Unit Member who is required to work on a holiday shall receive eight (8) hours holiday pay at the base rate of pay, and will also receive the base rate of pay for all hours worked.

For a holiday that falls on Saturday, the Friday preceding the holiday will be considered the holiday. For a holiday that falls on Sunday, the following Monday will be considered the holiday.

### 6.3 UAF Local 1324 Unit Members on a Suppression Schedule

An eligible UAF Local 1324 Unit Member who is not scheduled to work on a holiday shall receive 24.25 hours at the base rate of pay.

An eligible UAF Local 1324 Unit Member who is required to work on a holiday shall receive 24.25 hours at the base rate of pay, and will also receive the base rate of pay for all hours worked.

### 6.4 Holiday Schedule

The following holidays are observed:

1. Day of Spring Recess, to be observed as designated each year by the UAF chancellor
2. Memorial Day
3. Independence Day
4. An additional day before or after Independence Day, as designated each year by the UA president
5. Labor Day

6. Thanksgiving Day
7. An additional day after Thanksgiving Day
8. Christmas Day
9. An additional day before or after Christmas Day, as designated each year by the UA president
10. New Year's Day
11. An additional day before or after New Year's Day, as designated each year by the UA president
12. Martin Luther King Jr. Day in Celebration of Alaska Civil Rights

#### 6.5 Annual Leave

UAF Local 1324 Unit Members, on a suppression schedule, eligible to accrue annual leave under BOR Policy and University Regulations shall accrue annual leave as follows:

- 9.50 hours for each biweekly pay period worked during the first 5 years employment
- 10.75 hours for each biweekly pay period worked during years 6 – 10 of employment
- 12.00 hours for each biweekly pay period worked for 10 years or more of employment.

All other UAF Local 1324 Unit Members, eligible to accrue annual leave, shall accrue annual leave according to BOR Policy and University Regulations, as amended, from time to time.

Annual leave accrual shall be capped at 320 hours. Unused annual leave in excess of the maximum at the close of business on June 30 will be forfeited.

All UAF 1324 Unit Members, on a suppression schedule, shall be allowed to cash in a maximum of 56 hours of annual leave once per year at any time during the fiscal year, excluding the pay period that includes June 30, as long as the member maintains a 56 hour balance in their account, and have used 56 hours of annual leave in the fiscal year.

All UAF 1324 Unit Members, not on a suppression schedule, shall be allowed to cash in annual leave on the same basis as non-represented staff employees.

Rules governing annual leave use and availability upon retirement, termination or death of a UAF Local 1324 Unit Member, shall be governed by University Regulation, as may be amended from time to time.

## 6.6 Scheduling

- A. For UAF Local 1324 Unit Members on a suppression schedule, there shall be one annual leave, temporary duty assignment, or release time slot available per shift. Release time is paid time away from one's assignment approved by the Chief. If the release time is requested by the Unit Member, it will count as a leave slot. If the release time or temporary duty assignment is requested by the University, then it does not count as a leave slot. The Fire Chief shall have the discretion to grant additional leave slots.
- B. Use of annual leave must be mutually agreed to and approved by the immediate supervisor. If the supervisor denies a request for annual leave the reason for denial shall be provided to the employee in writing.

Annual leave shall be calendared no more than 18 months in advance, and no less than one shift prior to the date requested.

Annual leave shall be granted on a first come, first served basis. In the event that two or more UAF Local 1324 Unit Members request the same dates for annual leave at the same time,

- a. the UAF Local 1324 Unit Member with the highest rank shall have preference.
- b. UAF Local 1324 Unit Members of equal rank will be granted preference based on seniority.

Rank or seniority shall not be used to deny annual leave that is already calendared. Mutual agreements between Members are encouraged.

Under normal circumstances, annual leave shall be approved or denied no later than two shifts after it has been submitted, with approved leave placed on the annual leave calendar. When annual leave is denied, the UAF Local 1324 Unit Member who requested leave will be informed in writing of the reasons for the denial. In the event that the UAF Local 1324 Unit Member's supervisor is not available to approve or deny annual leave, that responsibility shall go to the next level of supervisor or as delegated by the Fire Chief.

- C. No UAF Local 1324 Unit Member shall absent himself from the job without complying with the requirements of this Agreement.
- D. Leaves of absence shall be provided in accordance with University Regulations, as may be amended from time to time.

## 6.7 Personal Holiday

UAF Local 1324 Unit Members working a 40 hour schedule shall receive a personal holiday annually of 8.0 hours at their base rate of pay.

UAF Local 1324 Unit Members working a suppression schedule shall receive a personal holiday annually of 24.25 hours at their base rate of pay.

Personal holidays do not accrue from year to year and therefore must be taken during the fiscal year in which earned. Use of personal holidays must be approved in advance by the supervisor. Personal holidays may not be taken during the pay period that includes July 1.

#### 6.8 Sick Leave

UAFT Local 1324 Unit members, who work a suppression schedule, shall accrue sick leave at the rate of 6.648 hours per biweekly pay period.

All other UAF Local 1324 Unit Members shall accrue sick leave in accordance with University Regulation, as may be amended from time to time.

UAF Local 1324 Unit Members shall use sick leave in accordance with University Regulation 04.06.130, as may be amended from time to time.

#### 6.9 Family Medical Leave

Family Medical Leave shall be provided in accordance with applicable statutes and University Regulations, as may be amended from time to time.

#### 6.10 Jury Duty

Leave for jury duty shall be provided in accordance with University Regulation, as may be amended from time to time.

**Article 7**  
**Performance Evaluation and Probationary Period**

7.1 Performance Evaluation Purpose and Frequency

The performance of each UAF Local 1324 Unit Member will be evaluated annually and written evaluations will be used as a basis for personnel actions. Performance evaluations will include discussions of the position duties, responsibilities and purpose as defined by the Fire Chief, performance and conduct, review of progress, and as appropriate, planning for more effective performance. The review will include an opportunity for the UAF Local 1324 Unit Member to ask questions concerning work assignments and performance expectations. Written performance evaluations will be communicated to the UAF Local 1324 Unit Member and will be placed in the UAF Local 1324 Unit Member's official personnel file.

7.2 Goals and Objectives

Written evaluations will be sufficiently specific to inform and guide the UAF Local 1324 Unit Member toward achieving major goals and objectives for the position as determined by the Fire Chief.

7.3 UAF Local 1324 Unit Member's Ability to Respond

The UAF Local 1324 Unit Member will have an opportunity to respond to the performance evaluation in writing.

7.4 New Hire Probation Period

The standard probation period for new hires is twelve months, but may be extended by the Fire Chief for up to six additional months.

7.5 Promotional Probationary Period

The standard promotional probationary period is six months but may be extended by the Fire Chief for up to six additional months.

A UAF Local 1324 Unit Member who does not successfully complete the promotional probationary period will be returned to the classification held prior to promotion without loss of seniority.

**Article 8**  
**Investigation, Discipline and Discharge**

8.1 Disciplinary Process

Disciplinary action may be taken against a UAF Local 1324 Unit Member for just cause. If discipline of a UAF Local 1324 Unit Member is being considered, an investigation must be conducted and the following actions must occur before disciplinary action is taken.

8.2 Disciplinary Investigation

Prior to an investigation required by Article 9, the UAF Local 1324 Unit Member and the Union shall be provided written notice of the investigation, the allegations being considered, the possibility of disciplinary action and the right to union representation. The UAF Local 1324 Unit Member shall be provided an opportunity to meet with the Fire Chief to respond to the allegations and may be represented by a Union representative.

8.3 Investigatory Leave

After review by the UAF human resources office and concurrence of the Statewide Office of Human Resources, the University may place a UAF Local 1324 Unit Member on paid investigatory leave without prior written warning in order to review or investigate allegations of serious misconduct of a nature which, at the discretion of the university, requires removing the UAF Local 1324 Unit Member from the premises. Such suspension shall not be considered disciplinary action.

8.4 Investigatory Meeting

In an investigatory meeting, the UAF Local 1324 Unit Member shall be permitted to respond to questions and to provide information or evidence relevant to the allegations under investigation. A UAF Local 1324 Unit Member who elects not to attend, or who refuses to answer questions during the investigatory meeting, shall be considered to have waived the right to respond to the allegations prior to potential disciplinary action.

8.5 Corrective Action

The Fire Chief will apply necessary and appropriate corrective action whenever a UAF Local 1324 Unit Member fails to meet the required standards of conduct or performance. Corrective action may be necessary because of employment related problems, including but not limited to inattention to duty, unsatisfactory performance, insubordination, absenteeism, violation of law, regents' policy or university regulation, dishonesty, theft or misappropriation of public funds or



property, inability to work effectively with others, fighting on the job, acts endangering others, inappropriate behavior toward or harassment of others, or other misconduct.

Corrective actions may include formal discussion, written communications detailing performance and behavior standards and expectations, written reprimands, disciplinary probation, suspension, dismissal, or any reasonable combination of these or other actions.

#### 8.6 Written Reprimand

A written reprimand will describe the nature of the offense or deficiency, the method or methods of correction, and the probable action to be taken if the offense is repeated or the deficiency persists. The written reprimand will be placed in the UAF Local 1324 Unit Member's official personnel file and will state the UAF Local 1324 Unit Member's right to file a grievance pursuant to Article 4.

#### 8.7 Disciplinary Probation

A UAF Local 1324 Unit Member who fails to meet the performance standards or employment conditions as determined by the Fire Chief may be placed on disciplinary probation for a period not exceeding six months. Failure to meet the performance standards or employment conditions at the end of the disciplinary probation period may result in termination for cause.

#### 8.8 Suspension

Suspension without pay may be used in circumstances which the Fire Chief believes that by its use the UAF Local 1324 Unit Member will correct the job related behavior or performance and where discharge appears unwarranted or as a last attempt to correct behavior prior to termination of employment.

The UAF Local 1324 Unit Member will be provided the reason for the suspension and the date and time to return to work in writing. The written notice will also state the UAF Local 1324 Unit Member's right to file a grievance pursuant to Article 4.

A suspended UAF Local 1324 Unit Member will not receive holidays, wages, sick or annual leave accrual or other benefits based on hours worked during the leave period, but will continue to receive health care coverage.

#### 8.9 Implementation of Disciplinary Action

Disciplinary action shall proceed according to the process set forth herein.

- a. The University shall provide the UAF Local 1324 Unit Member and the Union written notice of disciplinary action in advance of a meeting with

the UAF Local 1324 Unit Member and, at the discretion of the UAF Local 1324 Unit Member, a designated Union representative. The notice shall include the findings of the investigation and notice that the UAF Local 1324 Unit Member may have the right to challenge the disciplinary action as provided in Article 4. The document shall be signed, dated, placed in the UAF Local 1324 Unit Member's official personnel file. If the UAF Local 1324 Unit Member does not attend the meeting, the notice shall be mailed to the UAF Local 1324 Unit Member's last known address, with a copy to the Union and so documented in the member's personnel file.

- b. Disciplinary action up to termination may take effect immediately upon notice to the UAF Local 1324 Unit Member. Termination may take effect five days after notice to the UAF Local 1324 Unit Member and the Union, during which time the UAF Local 1324 Unit Member may be suspended without pay, at the discretion of the University.

## **Article 9 Union Relations**

### 9.1 Administrative Organization

The Union will provide the University a list of all Union officers, officials, and representatives on an annual basis. The Union will notify the University of any changes as soon as they occur. The selected individuals may interact with the appropriate University representatives, handle grievances and disseminate information regarding collective bargaining issues directly relating to the Union and its membership.

### 9.2 Union Officers

The Union is represented by officers who may not be employees of the University, who shall be authorized to speak for the Union in all matters governed by this Agreement. Union officers shall be permitted to visit UAF Local 1324 Unit Members' work areas with prior notification and approval by the University. Such visits shall be scheduled so as not to disrupt the work of UAF Local 1324 Unit Members nor interrupt the normal course of the University's workday. Approval for such visits shall not be unreasonably withheld or delayed.

### 9.3 Union Business Leave

- a. The parties agree to establish a leave bank for use by UAF Local 1324 Unit Members for Union training, University/Union negotiations, payment of witnesses under the provisions of Article 4, and all other Union business. The Labor Relations office and the Union president may mutually agree in writing that a meeting, such as a labor-management committee meeting, shall be considered work time rather than union business leave.
- b. The bank shall be funded by the deposit of the dollar value of six (6) hours pay from the annual leave of each UAF Local 1324 Unit Member who is in the bargaining unit in the pay period encompassing January 1 each fiscal year. This computation and deposit shall be made on in the first full pay period encompassing February 1 of each year of this Agreement.
- c. The University shall establish and administer the bank with an annual report of the bank's activity provided to the Union.
- d. Withdrawals from the bank shall be made by UAF Local 1324 Unit Members on the regular time reporting sheets provided by the University.

- e. Any withdrawal by a UAF Local 1324 Unit Member which has been paid by the University and then is not approved by the Union President shall be charged as leave without pay for the UAF Local 1324 Unit Member.
- f. Use of Union Business Leave must be requested from and approved by the Fire Chief or designee in advance, and with sufficient notice that the University's work is not disrupted; such approval shall not be unreasonably withheld.

## **Article 10**

### **Union Security**

#### 10.1 Agency Shop

- a. All UAF Local 1324 Unit Members shall, as a condition of employment or continued employment, pay to the Union a representational service fee which shall not exceed the cost of union dues; to the extent such dues represent bona fide expenses of representing the bargaining unit in negotiations and contract administration. In determining these bona fide expenses and in communicating with its members, the Union shall abide by all applicable federal and state laws.
- b. Should a UAF Local 1324 Unit Member seek an exemption from being a union member based on bona fide religious convictions, the parties shall safeguard the rights of non-association upon submission of proper proof to the Alaska Labor Relations Agency, pursuant to AS 23.40.225.
- c. Payment by the UAF Local 1324 Unit Member of union dues or agency fees shall commence no later than thirty (30) workdays after the UAF Local 1324 Unit Member's first workday as a UAF Local 1324 Unit Member.
- d. Payroll deduction for payments to the Union is required. The biweekly amount paid by the UAF Local 1324 Unit Member shall be deducted in accordance with the University's payroll schedule.
- e. Upon eligibility, UAF Local 1324 Unit Members shall be notified of their financial obligation to the Union must execute a payroll deduction form.
- f. The University shall provide to the UAF Local 1324 Unit Member a payroll deduction form, a website link to the collective bargaining agreement, and the phone number of the Union's office.

#### 10.2 Check Off

- a. Upon receipt by the University of a deduction authorization (on the appropriate deduction form provided by the University), dated and signed by the UAF Local 1324 Unit Member, the University shall deduct, on a biweekly basis, the stated amount from the UAF Local 1324 Unit Member's wages until or unless the deduction form is revoked by the UAF Local 1324 Unit Member.
- b. Deductions shall become effective at the time the properly executed deduction form is submitted and shall be deducted from the first pay period following the pay period in which the deduction form is submitted.

### 10.3 Discharge for Failure to Comply with Article 11.1

The Union will provide to the UAF Local 1324 Unit Member all information, notices and procedures required by law regarding the collection of service fees.

If a UAF Local 1324 Unit Member fails to sign the membership dues deduction form for the payment of this obligation within twenty (20) days of the date the Union provides notices required by law, the Union will request that the University terminate the employment of the UAF Local 1324 Unit Member. Along with the request, the Union will provide to the University's Statewide Office of Labor Relations acceptable evidence that the Union has provided to the UAF Local 1324 Unit Member in a timely manner all information, notices and procedures required by law, as well as a copy of the materials provided.

Within five (5) working days of receipt of the Union's request, the University will either notify the Union of any deficiencies in the information provided to the UAF Local 1324 Unit Member, or send notice to the UAF Local 1324 Unit Member that failure to make arrangements with the Union to pay appropriate service fees, including any arrearage, within ten (10) working days of the date the notice is sent will result in immediate termination. A copy of this notice will be sent simultaneously to the Union.

Upon expiration of this ten (10) day period, the Union will certify to the University's Statewide Office of Labor Relations any continuing non-compliance by the UAF Local 1324 Unit Member. Upon receipt of written certification of continued non-compliance, the University will terminate the employment of the UAF Local 1324 Unit Member. Such termination may not be grieved by the Union nor will the Union assist the UAF Local 1324 Unit Member with respect to such a grievance.

### 10.4 Voluntary Deduction

The University will establish a process to deduct from the pay of those UAF Local 1324 Unit Members who authorize in writing that such a deduction be made, a payroll deduction to the Fairbanks Firefighters Union Political Action Committee for contributions pursuant to a voluntary agreement between an individual UAF Local 1324 Unit Member and FFA.

### 10.5 Indemnification of the University

The Union shall indemnify and save the University harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the University) that arise out of or by reason of actions taken by the University pursuant to Article 11.

## 10.6 Coercion and Intimidation

The Union and the University agree that there will be no coercion or intimidation of any employee regarding Union membership or any union-related activities. Allegations of discrimination based on Union membership or activity may be pursued through Article 4, Resolution of Disputes.

## 10.7 List of UAF Local 1324 Bargaining Unit Members

The University shall provide to the Union a list of UAF Local 1324 Bargaining Unit Members on a biweekly basis. The list will show all union-specific deductions. This list shall show the first and last name, initial date of hire, date of current position hire, and gross bi-weekly pay. The Union specifically agrees that all information provided shall be used only for purposes related to the execution of the Agreement, that the Union shall be responsible for the protection and security of information provided, and that the Union shall assume liability which may result from any improper disclosure or use by the Union of the information provided.

## **Article 11**

### **Physical Examinations and Fitness for Duty**

#### 11.1 Physical Examinations

The parties recognize that the demands of fire suppression work make it beneficial for UAF Local 1324 Unit Members to receive an annual physical examination by a medical provider. All UAF Local 1324 Unit Members shall receive an annual physical by a medical provider identified by the University. The cost of this examination will be covered by the University. The UAF Local 1324 Unit Member shall be permitted to use duty time for the scheduled physical examination. The physical shall include all tests and examinations specified by National Fire Protection 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, 2013 edition, and any other tests as required by the University. The annual physical is a condition of continued employment.

Subsequent treatment for non-work related conditions shall be subject to the terms of the UAF Local 1324 Unit Member's health care plan.

#### 11.2 Exit Physical

No later than two weeks prior to a UAF Local 1324 Unit Member's termination, the Member will have completed an exit physical unless that Member has had his annual physical within six months of separation. The UAF Local 1324 Unit Member shall be considered to have abandoned employment if the required exit physical is not obtained.

#### 11.3 Confidentiality of Medical Examinations

The University shall insure that the results of all medical evaluations and physical performance tests shall remain confidential.

#### 11.4 Medical Examination Dispute Resolution

If the Fire Chief, with the concurrence of the VCAS, questions the physical or mental ability of a Member to perform his normal work assignment, an examination(s) may be ordered by the University to be conducted, by a medical provider chosen by the University. If such examination(s) demonstrates in the opinion of the examining medical provider that the UAF Local 1324 Unit Member is physically or mentally incapable of performing his normal work assignment, the UAF Local 1324 Unit Member shall be allowed to seek a second opinion from a medical provider of his choice.

If the results of these two examinations are inconsistent, a third opinion shall be solicited from a medical provider mutually agreeable to the University and the Member. The results of the third examination shall be final and binding.



## 11.5 Light Duty

If a UAF Local 1324 Unit Member becomes injured on the job, cannot perform normal duties, and has a medical provider's evaluation releasing the UAF Local 1324 Unit Member for light duty, the University will consider the Unit Member for a light duty assignment according to its established procedures.

If a UAF Local 1324 Unit Member becomes injured as a result of non-work related activities, cannot perform normal duties, and has a medical provider's evaluation releasing the UAF Local 1324 Unit Member for light duty, the Fire Chief may, in his or her sole discretion, consider the UAF Local 1324 Unit Member for a light duty assignment. The University's failure to make light duty available in this situation is not grievable.

## 11.6 Inability to Perform Work Assignment

If a Member's physical or mental condition permanently or indefinitely prevents him from performing his normal work assignments, the University will make reasonable efforts to assist the UAF Local 1324 Unit Member in obtaining another University position for which he is qualified. If the UAF Local 1324 Unit Member is not successful in being selected for an existing and funded vacancy, the UAF Local 1324 Unit Member will be terminated.

## **Article 12 Layoff**

### 12.1 Layoff

The University may elect to discontinue an existing employment relationship through layoff. Layoff does not reflect discredit on a UAF Local 1324 Unit Member's performance.

Layoff may be used when there exists within the Fire Department either:

- a. a lack of or reduction in available work;
- b. a lack of sufficient available funds;
- c. a good faith reorganization; or
- d. another reason, not reflecting discredit upon the affected UAF Local 1324 Unit Member(s), which has been approved in the particular circumstances by the UAF chancellor; or
- e. Any combination of the preceding reasons.

### 12.2 Notice of Layoff

UAF Local 1324 Unit Member will be given notice of the layoff four calendar weeks prior to the effective date of the layoff.

All layoff actions will be coordinated through the UAF Human Resources Office prior to notification being issued to a UAF Local 1324 Unit Member.

### 12.3 Pay in Lieu of Notice

Four weeks pay may be given to the employee in lieu of four weeks notice, but only with the prior approval of the UAF chancellor.

In the event pay in lieu of notice is approved, the effective date of the layoff is the last day the UAF Local 1324 Unit Member is actually at work.

### 12.4 Selection for Layoffs

The selection of the individual UAF Local 1324 Unit Members to be laid off will take into consideration the following factors in comparison to other affected UAF Local 1324 Unit Members;

- a. length of service;

- b. ability to do the work remaining in the Fire Department;
- c. employment status, e.g. temporary, probationary or regular, with preference being given to the regular over the others, and preference being given to probationary over temporary;
- d. past performance; and
- e. affirmative action goals and objectives.

The final determination of the order for layoff will be made jointly by the Fire Chief and the UAF HR office, subject to review by the chancellor as appropriate.

#### 12.5 Alternatives to Layoff

- a. At least thirty (30) days prior to notice of layoff being sent to employee(s), the University shall send notice to the Union to meet and confer with UAF Local 1324 Unit Members and a Union representative on alternatives to layoff.

The University and the Union shall meet within five (5) working days of receipt of the notice. The University shall respond to any alternatives brought forward within three (3) working days of the meeting with acceptance of alternatives or notice of the bargaining unit position(s) being eliminated.

- b. Recognizing that it may be possible in some instances to reduce the need for layoffs by allowing UAF Local 1324 Unit Members to voluntarily request Leave Without Pay or voluntarily reducing individual work schedules, the University may make the following options available:

A UAF Local 1324 Unit Member subject to potential layoff may be transferred, contingent upon qualifications and the ability to perform the work available, to other positions, to be determined in the following order of priority:

1. To a vacancy in another classification in the same pay grade in the same or another administrative unit or department within the same MAU.
2. To a vacancy in a classification assigned to a lower pay grade in the same or another administrative unit or department within the same MAU.

The appropriate human resources office will endeavor to assist a UAF Local 1324 Unit Member in layoff status to find suitable employment within the university system.

## 12.6 Salary of Employee Notified of Layoff

The salary of any employee accepting an alternative to layoff as provided by this subsection will be governed by existing policy and regulation concerning position movement. However, the salary of an employee shall not be reduced during the layoff notice period.

## 12.7 Conditions Governing Benefits and Privileges While in Layoff Status

Layoff status expires one year after the effective date of layoff. A UAF Local 1324 Unit Member in layoff status:

- a. remains covered by the University health plan through the remainder of the calendar month in which the layoff becomes effective. The UAF Local 1324 Unit Member will be provided notice of the opportunity to continue health coverage as required by law. Other benefits, including life insurance, long-term disability, and optional survivor benefits, will cease on the effective date of the layoff;
- b. may apply for conversion of health insurance, life insurance, and/or long-term disability insurance during the first 31 days following the effective date of the layoff;
- c. if participating in the University's educational benefits, may complete those courses in which enrolled at the time of layoff, and is eligible for additional tuition waiver of up to 13 credits in any semester, to be used on any university campus, for a period not to exceed one year from the effective date of layoff. The total credits available will not exceed 26;
- d. will not contribute to the retirement system or ORP and will not accrue retirement service credit;
- e. will not accrue annual or sick leave;
- f. will receive compensation for any accrued annual leave as of the effective date of layoff;
- g. will not receive holiday pay;
- h. may not claim sick leave; and
- i. is eligible to be considered for any other university position, if qualified but will receive no special consideration.
- j. will receive only those benefits provided in this sub-section.

## 12.8 Recall

In the event that the reason for the layoff of a regular UAF Local 1324 Unit Member abates within one year of the date of layoff, and the University decides to recall an affected UAF Local 1324 Unit Member to fill the same position within the Fire Department, the following procedures will control:

- a. Recall will apply only to a job within the Fire Department.
- b. The order of recall within the Department for affected employees having the same job class and pay will be the reverse order of the layoff within the department.

If all employees within the Department and with the same job class and pay decline to return, all applicable recruitment procedures will be observed in filling the vacancy.

## 12.9 Salary and Benefits Upon Recall

A recalled UAF Local 1324 Unit Member will return to the same pay, placement, and leave accrual rate as applied to the UAF Local 1324 Unit Member prior to layoff. Sick leave will be reinstated to the same balance the UAF Local 1324 Unit Member had accrued prior to layoff.

## 12.10 Layoff and Recall Notification

UAF Local 1324 Unit Members selected for layoff or recall will be notified in writing. The notice will state the basis for the action, specify the procedures followed and refer the UAF Local 1324 Unit Member to the UAF Human Resources Office for assistance.

Notice of layoff or recall will be considered given when sent by certified mail to the last known mailing address of the UAF Local 1324 Unit Member or when actually received by the UAF Local 1324 Unit Member, whichever is earlier.

## 12.11 Expiration of Recall Rights

Recall rights expire and the recalled UAF Local 1324 Unit Member will have no further benefits under this section if the UAF Local 1324 Unit Member's written acceptance of the position is not received by the UAF Human Resources Office within 15 calendar days of the date notice was given.

## 12.12 Review of Layoff or Recall Decision

A UAF Local 1324 Unit Member who disputes a layoff or recall decision may grieve such decision pursuant to Article 4, subject to the following limitations:

- a. To be valid, a written grievance must be filed with the Labor Relations office within 10 working days of the date notice of layoff or recall was given.
- b. The scope of the grievance will be limited to whether the aggrieved Unit Member can establish that:
  1. the procedures provided by this Article have not been followed in deciding to layoff or not recall the aggrieved UAF Local 1324 Unit Member;
  2. the decision to lay off or not to recall the aggrieved UAF Local 1324 Unit Member was based on a reason prohibited by law; or
  3. there was no reasonable basis for determining that the layoff of the aggrieved UAF Local 1324 Unit Member or a decision not to recall the aggrieved UAF Local 1324 Unit Member was authorized under this Article.

**Article 13**  
**Wages**

13.1 Step Placement

13.1 A. Initial Hire

Upon initial hire, a UAF Local 1324 Unit Member will be placed on the following step of the wage grade of the appropriate classification. Advanced placement may be made at the discretion of the Fire Chief in consultation with the Regional HR Department, consistent with Board of Regents Policy and Procedure.

Assistant Fire Marshal:	Grade 79, Step 28
Captain:	Grade 79, Step 13
Battalion Chief:	Grade 80, Step 28

13.2 Wage Grade Schedule

- a. UAF Local 1324 Unit Members shall remain at their current base rate of pay for the duration of this agreement unless otherwise negotiated. UAF Local 1324 Unit Members are eligible to receive discretionary increases at the discretion of the Fire Chief in consultation with the Regional HR Department, consistent with Board of Regents Policy and Procedure.
- b. Effective the first full pay period after October 1, 2017, UAF Local 1324 Unit members shall be paid according to the FY17 Staff Salary Schedule, and shall be paid on the one step higher than their current rate of pay. Effective the first full pay period after October 1, 2017, UAF Local 1324 Unit members shall be paid at least the initial hire minimum listed in 14.1. Should the University seek a salary adjustment consisting of grid steps, COLA adjustment, or lump sum payment for non-represented classified staff in its FY 19 budget requests, it will seek an equivalent adjustment for UAF Local 1324 Unit Members in its legislative budget request. In the event such a salary adjustment for classified staff is rejected, barred or otherwise is not paid, the related adjustment for Local 1324 Unit members shall not be payable.

13.3 University Travel

Travel and per diem allowances shall be paid in accordance with the Board of Regent's Policy and University Regulation in effect on the date of travel. The University and UAF Local 1324 Unit Members will follow University Regulations, as may change from time to time, concerning travel approval as well as payment and reimbursement procedures.

13.4 Incentive Pay

The University will adjust a Local 1324 Unit member's base rate of pay for the following certification incentive pay adjustments. The pay adjustment will become effective the first full pay period after the Local 1324 Unit member provides proof of the certification to the Fire Chief. A Local 1324 Unit member must maintain the certification and perform duties allowed by the certification to remain eligible for the incentive pay. A Local 1324 Unit member may only receive up to one type of salary adjustment from the list below:

CPR Instructor – 1%

SCBA Technician (Captain Only) – 1%

The implementation of new incentive pay adjustments will be effective the first full pay period after legislative approval of monetary terms of this Agreement.

### 13.5 Credential Pay

The University will adjust a Local 1324 Unit member's base rate of pay by a 1% step for the following certifications. The pay adjustment will become effective the first full pay period after the Local 1324 Unit member provides proof of degree conferral to the Fire Chief.

Associate's Degree from an accredited institution

Bachelor's Degree from an accredited institution

Master's Degree from an accredited institution

### 13.6 Overtime, Extra Hours, and Callback Rates

- a. UAF Local 1324 Unit Members shall be compensated at their rate of pay or acting rate of pay, whichever is applicable, for extra hours at the following rates, in 1/4 hour increments: FLSA rate compliance (hours in excess of 106 hours per pay period worked for Members on the suppression schedule or 80 40 hours worked per week for UAF Local 1324 Members on a 40 hour schedule) is 1.5 times the regular rate. The forty-hour conversion rate applies only to regularly scheduled hours and not any extra hours worked. Hours worked above the FLSA overtime threshold (in this case, 40 hours per week) will be compensated at 1.5 times the regular rate of pay. Additionally all non-regularly scheduled hours worked will be compensated at 1.5 times the regular rate of pay.

### 13.7 Forty Hour Conversion Rate

The forty-hour conversion rate is determined by multiplying the UAF Local 1324 Unit Member's rate of pay times 1.4. This rate applies when a UAF Local 1324 Unit Member on a Suppression Schedule is moved to a 40-hour schedule.



## **Article 14 Health and Safety**

### **14.1 Safe Work Conditions**

It shall be the policy of the University that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility. The University agrees to abide by all relevant required local, state and federal safety and health standards and to make available to UAF Local 1324 Unit Members all information as required by local, state, and federal law dealing with occupational safety and health. All work shall be executed by UAF Local 1324 Unit Members in as safe and proper a manner as possible.

### **14.2 Safety Equipment**

The University shall determine and furnish safety and first aid equipment necessary for UAF Local 1324 Unit Members to do the work safely and to avoid injury or accidents. The University shall provide any training needed for the operation of such safety equipment. UAF Local 1324 Unit Members have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs.

### **14.3 Safety Meetings**

The University shall conduct regularly scheduled safety meetings, briefings, or trainings for all UAF Local 1324 Unit Members. Time spent in meetings shall be considered work time.

### **14.4 Accident Reporting**

Any UAF Local 1324 Unit Member who is injured or who is involved in an accident during the course of his or her employment, no matter how slight the injury, shall file an accident report with the Fire Chief or designee, as soon as possible after the injury or accident and prior to the end of the workday, whenever possible.

### **14.5 Safety Concerns**

A UAF Local 1324 Unit Member shall not be required to operate, work with or ride in University equipment which does not conform to local, state or federal safety requirements. When a UAF Local 1324 Unit Member states reasonable safety concerns, the University will review the issues promptly. No UAF Local 1324 Unit Member shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.

#### 14.6 Protective Clothing

- a. The University agrees to furnish, where the nature of assigned duties dictates, any special protective clothing or device that the Fire Chief determines to be necessary to the health and welfare of the UAF Local 1324 Unit Members and which meet the State law or adopted regulation(s) applicable to the clothing or device.
- b. Items furnished remain University property. All protective clothing or devices shall be inspected at least annually by the University and shall be replaced if found defective based upon original specifications or design. The Union may recommend to the Fire Chief specifications of protective clothing essential for the duties of the Department.
- c. Any new provision or change in the State law or adopted regulations shall not be applied retroactively to existing clothing or equipment unless the law or regulations requires.

#### 14.7 Station Uniform

The Department will make a good faith effort to meet those sections of NFPA 1975 standards for uniforms that are mutually agreeable to UAF Local 1324 Unit Members.

#### 14.8 Staffing Levels

- a. Minimum suppression staffing shall be two staff officers. The University will strive to meet a span of control ratio not to exceed seven (7) student employees for every officer. The parties understand that occasional and temporary exceptions will occur. Span of control will be determined by overall on-shift staffing. The University will strive to maintain a minimum of one Battalion Chief and two Captain positions per platoon.
- b. Suppression staff officers shall be defined as Battalion Chief or Captain. The Assistant Fire Marshal and student employees shall not be considered staff officers or counted as such for suppression staffing purposes.
- c. Substations shall be staffed with a minimum of one Captain.
  - i. While ensuring sufficient staffing of the department, the Fire Chief or Battalion Chief will make a good faith effort to give the senior most captain per shift station assignment preference.

#### 14.9 On-Scene Rehabilitation

The University will make a good faith effort to meet those sections of NFPA 1584 Standard on the Rehabilitation Process for Members During Emergency Operations and Training Exercises and/or other industry best practices that are mutually agreeable to UAF Local 1324 Unit Members.

#### 14.10 Mandated Health Training

Before being counted toward minimum staffing, a UAF Local 1324 Unit Member must have completed mandated health training as determined by the Department, i.e. TB screening, starting Hepatitis A and B series, submittal of shot records and training in use of personal protective equipment.

## **Article 15 Seniority**

### **15.1 Departmental Seniority**

Subject to the effect of any leave of absence, Department Seniority shall be established as follows: the UAF Local 1324 Unit Member having the longest continuous term of service (layoff not being considered a break in service) in the Department shall be number one on the Department seniority list; all other UAF Local 1324 Unit Members likewise shall be listed according to length of continuous service with the Department. Such list shall be posted. Date of hire as a full time employee will be the criterion used to establish the length of service. When two or more UAF Local 1324 Unit Members are hired at the same time Department Seniority among them shall be established by ranking on the hiring list. The Union shall be provided with a copy of the current hiring list. When an individual returns from layoff status, his seniority shall be adjusted to exclude the period of time laid off.

### **15.2 Classification Seniority**

Subject to the effect of any leave of absence, Classification Seniority shall be established as follows: the UAF Local 1324 Unit Member having the longest continuous service within a classification or any new or changed classification shall be number one on the list.

## **Article 16**

### **Personnel and Medical Files**

#### 16.1 Personnel File Maintenance and Location

- a. The University maintains personnel files for each UAF Local 1324 Unit Member in the UAF Human Resources office and the Office of Environmental Health and Safety. For purposes of this article personnel files include medical files.
- b. Copies of documents containing adverse information regarding a UAF Local 1324 Unit Member shall be copied to the UAF Local 1324 Unit Member by delivery to the UAF Local 1324 Unit Member in person if practicable, or by regular U.S. Mail within five (5) days of placement in the personnel file.
- c. The University shall insure that the results of all medical evaluations and physical performance tests shall remain confidential.

#### 16.2 Right to Examine Files

UAF Local 1324 Unit Members shall have the right to examine these files at any time during normal business hours and shall have the right to receive a copy of the official personnel files upon submission of advance written request to the Human Resources Office. UAF Local 1324 Unit Members may place in these files a response to adverse information contained therein. See Article 8.3.

#### 16.3 Union Access to Personnel Files

A Union representative, having written authorization from the UAF Local 1324 Unit Member, and subject to the University's duty to provide for security of the records, may examine and copy the official personnel files of that UAF Local 1324 Unit Member.

#### 16.4 Personnel File Contents

The University shall not include material in the UAF Local 1324 Unit Member's official personnel files unless the source is identified. Anonymous material shall be removed by the University upon request of the affected UAF Local 1324 Unit Member, or if discovered by the University, with written notice to the UAF Local 1324 Unit Member.

#### 16.5 Removal of Material from Personnel Files

No items, except for anonymous material, may be removed from the UAF Local 1324 Unit Member's official personnel files without the express written authorization of the UAF Local 1324 Unit Member, except for brief inspection or copying.

## 16.6 Documentation of Disciplinary Actions or Delinquency in Job Performance

If a disciplinary action or delinquency in job performance is reduced to writing by a supervisor, the document shall be signed, dated, placed in the UAF Local 1324 Unit Member's official personnel file and a copy provided to the UAF Local 1324 Unit Member. The UAF Local 1324 Unit Member shall sign to acknowledge receipt, but such signature shall not be construed as agreement with the contents.

**Article 17**  
**Training and Professional Development**

17.1 Mandatory Training

The University will provide mandatory training, including training essential to maintaining required certifications, without cost or loss of pay to UAF Local 1324 Unit Members.

17.2 Discretionary Training

UAF Local 1324 Unit Members may request support for training or professional development related to work-related certifications or job skills that are not mandatory or required by the UAF Local 1324 Unit Member's position but which are beneficial to the department. Partial or full support may be provided to the extent approved in writing by the Fire Chief.

COLLECTIVE BARGAINING AGREEMENT  
between the  
UNIVERSITY OF ALASKA  
and the  
FAIRBANKS FIRE FIGHTERS UNION, LOCAL 1324, AFL-CIO

Effective: October 1, 2017 to June 30, 2020

FOR THE UNIVERSITY OF ALASKA

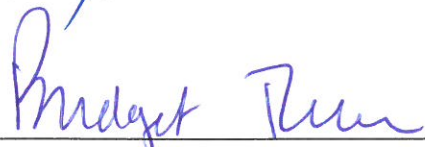
FOR FAIRBANKS FIRE FIGHTERS UNION

  
Geoffrey Bacon, Chief Spokesperson

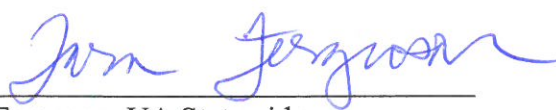
  
Forrest Kuiper, Chief Spokesperson

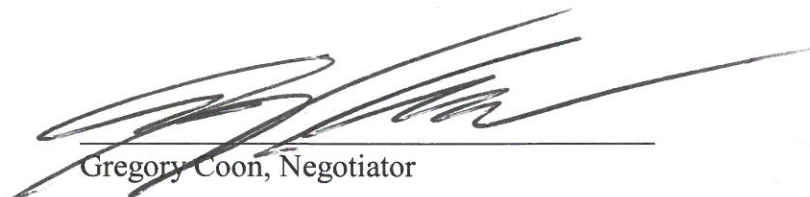
  
Doug Schrage, Fire Chief

  
Scott Raygor, President Local 1324

  
Bridget Thimsen, UAF

  
Gregory Bean, Negotiator

  
Tara Ferguson, UA Statewide

  
Gregory Coon, Negotiator