Collective Bargaining Agreement

Between the

UNIVERSITY OF ALASKA

and the

FAIRBANKS FIRE FIGHTERS UNION
Local 1324
AFL-CIO

July 1, 2020 through June 30, 2023

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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 -T(f)5(-T(f)5(-T(t)-2()2(l)i/)20( )Ule2(pl)2()1(er)-1(in)-10n)-10n0e2(Fm0n0e2(h)i/)20(-10n)
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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Unless superseded by a specific provision of this Agreement, the Board of Regents' Policy and University Regulations, as amended from time to time, shall apply to all UAF Local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

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

Article

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

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

iii. result in a projected cost increase to the University in any year unless the parties agree by Memorandum of Agreement.

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

b. The Joint Health Care Committee will be comprised of up to three (3) representatives selected by other represented employee groups of 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.

c. The University Employee Transitions and 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 (CHRO) with copies to each committee member.

d.

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 40-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 48/96). Shift duration shall be 24 hours beginning at 0900 hours and ending at 0900 hours the next day. The typical work schedule will be two consecutive 24-hour shifts (48 hours) on and 96 hours off on a continuous basis. UAF Local 1324 Unit Members' timesheets will reflect all hours worked by UAF Local 1324 Unit Members

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 are 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.

a. 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).

b. 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

i. 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.

ii. 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.

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3. 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

i. Battalion chiefs (or acting battalion chiefs, as appropriate) will contact Local 1324 members to fill overtime opportunities.

ii. 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.

iii. Overtime callback procedures will be kept internally and approved by both the Fire Chief and the Union, as amended from time to time.

5.9 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

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

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 of 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 500 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.

Article 8

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 me(a)4(t)-32AiyAe(a)4(t)-3

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Article 9
Union Relations

9.1 Administrative Organization

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.

shall assume liability which may result from any improper disclosure or use by the Union of the information provided.

Article 11

Physical

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

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 UA 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 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 ddnThed ovenh pltb

a. To be valid, a written grievance must be filed with the Labor and Employee Engagement 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

Article 13
Wages

13.1 Step Placement

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 HR Department consistent with Board of Regents Policy and Procedure.

Assistant Fire Marshal:	Grade 79, Step 30
Captain:	Grade 79, Step 15
Battalion Chief:	Grade 80, Step 30

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worked for Members on the suppression schedule or 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.

13.8 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.

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. The 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.

14.9 On-Scene Rehabilitation

The University will make a good faith effort to meet those sections of NFPA 1584 Standard

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, their 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 UA 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

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.