

CONTRACT
BY AND BETWEEN
MUNICIPALITY OF ANCHORAGE
AND
TEAMSTERS LOCAL 959
of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

June 13, 2017 - December 31, 2019

MUNICIPALITY OF ANCHORAGE
TEAMSTERS LOCAL 959

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**MUNICIPALITY OF ANCHORAGE
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**ARTICLE 1
PREAMBLE**

This Agreement is made and entered into by and between the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "MOA", and Teamsters Local 959, hereinafter referred to as the "Union".

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**ARTICLE 2
GENERAL PROVISIONS**

Article 2.1 Purposes of Agreement

The purpose of this Agreement is to set forth the negotiated wages, hours, and other terms and conditions of employment for Union represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances under this Agreement by binding arbitration, to prevent strikes and lockouts, to eliminate avoidable delays and excessive or unnecessary costs and expenses, and generally to encourage a spirit of helpful cooperation between the MOA and its employees and the Union to their mutual benefit.

Article 2.2 Scope of Agreement

This Agreement shall cover all facilities operated by the MOA during the term of this Agreement, or any extension thereof, using Union represented MOA employees and all operations and work conducted during the term of this Agreement, or any extension thereof, by Union represented employees of the MOA.

Article 2.3 Definitions

Article 2.3.1 Department. Department as used in this Agreement, shall mean the departments listed in AMC 3.20. A department may also be called an agency.

Article 2.3.2 Director. As used in this Agreement, Director shall mean the Director of Employee Relations or designee.

Article 2.3.3 Division. As used in this Agreement, division shall mean the next largest sub-unit within a department which is identified as such on the official organization chart of the department.

Article 2.3.4 Emergency or Emergency Situation. If not otherwise defined in this Agreement or Municipal law, in which the term is used, emergency or emergency situation shall include a natural disaster, act of violence or an occurrence, event, or situation which causes or has the immediate potential for causing death, or serious injury to persons or destruction or significant damage to property or the physical environment to such an extent that extraordinary actions should be taken to ensure the public safety and welfare or protect property or the physical environment.

Article 2.3.5 Immediate Family. Except as defined in Federal, State or Municipal laws, in this Agreement, immediate family shall mean the employee's spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step relationship to those family members listed above, or person for whom the

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employee has been appointed as legal guardian. It also includes other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.

Article 2.3.6 Merit Anniversary Date. Merit anniversary date means the day of the month following completion of the probationary period.

Article 2.3.7 Night Shift. A shift in which the majority of hours fall between 11:00 p.m. and 7:00 a.m.

Article 2.3.8 Full-Time Employee. An employee normally scheduled to work forty (40) hours during the workweek.

Article 2.3.9 Seasonal Employee. Seasonal employees perform work for a period of time, not to exceed six (6) months in seasonal duration with an option to extend up to two (2) months with agreement of the union. Such agreement shall not be unnecessarily withheld. Seasonal employees perform work associated with the events of a particular season of the year.

Article 2.3.10 Section. Section as used in this Agreement shall mean a subdivision of a division, as shown on the official organization chart of the department, which contains at least two (2) work units.

Article 2.3.11 Swing Shift. A shift in which the majority of hours fall between 3:00 p.m. and 11:00 p.m.

Article 2.3.12 Temporary Employee. Temporary employees are additional employees hired to augment the workforce whenever the work load temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be used to fill part-time or full-time regular or temporary positions. The MOA shall not use part-time or temporary employees to circumvent the need for regular full-time employees.

Article 2.3.13 Workday. A period of twenty-four (24) hours during which an employee is scheduled to work.

Article 2.3.14 Work Unit. Work unit as used in this Agreement shall mean a separately identifiable group of employees within a section that work together as a unit.

Article 2.3.15 Workweek. A fixed period of one hundred sixty-eight (168) hours (seven (7) consecutive twenty-four (24) hour periods) commencing at 12:00 a.m. on Monday for 5/8 and 4/10 schedules.

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Article 2.4 Applicability of Personnel Rules Ordinance

To the extent where there is a conflict between this Agreement and the Personnel Rules (AMC 3.30), the provisions of this Agreement shall prevail. In the event this Agreement is silent or no conflict exists, the Personnel Rules will be applicable.

Article 2.5 Recognition

The MOA recognizes the Union as the sole and exclusive collective bargaining representative of the employees of the MOA who are employed in a classification set forth in Article 13 of this Agreement.

Article 2.6 Non-Discrimination

It is hereby agreed that there shall be no discrimination by the MOA or the Union against any employee for any reason prohibited by law. Both the MOA and the Union shall bear the responsibility for complying with this provision. Further, the MOA is committed to positive, practical efforts in employment, promotion, and administration of personnel actions to ensure equal employment opportunity to all represented employees at all job levels. The Union recognizes and supports that commitment. The remedy for violations outside of this Agreement is as prescribed by law.

Article 2.7 Gender

All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it means both female and male employees.

Article 2.8 Plurality

Unless the context of this Agreement clearly requires a different interpretation or construction, all references to the singular shall also include the plural and vice-versa.

Article 2.9 No Strike, No Lockout

This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages, picketing or other work disruptions during the life of this Agreement. The Union further agrees that it will not sanction, aid, abet, encourage or continue any strike, work slowdown or stoppage, picketing or other disruptive activity during the life of this Agreement, and that it will undertake all reasonable means to prevent or terminate any such activity.

Article 2.10 Management Rights

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality, acting through its agencies, to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job

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performance; direct its employees; take disciplinary action for just cause; maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to carry out its organization and the technology of performing its work; require overtime; determine and enforce levels of productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

Article 2.11 Employee Representative Rights

Article 2.11.1 General Rights. The parties acknowledge and agree that the Union, has the right and obligation to fairly and diligently represent the legitimate employment interests of MOA employees who are members of the bargaining unit covered by this Agreement. The MOA agrees that it will not interfere with the relations between the Union and MOA employees. The MOA recognizes the right of a union to discipline members for violation of any union laws, rules or agreements. The MOA agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in union affairs, and that it will not discriminate against any employee because of union membership or lawful union activity. Employees shall not be discriminated against for upholding union principles or for serving on a committee, and shall not lose their position or be discriminated against for this reason. Any employee appointed or elected to office in the union which requires all of the employee's time shall not lose established seniority with the MOA (seniority frozen) and shall be granted a leave of absence without pay for the duration of the term of office upon application. The MOA need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed, which is vacant and equal to or less than the position which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall last for two (2) years from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

Article 2.11.2 Union Security. It shall be a condition of employment that all bargaining unit employees become and remain members in good standing with the Union, or pay an agency fee to the Union. Becoming a member in good standing requires a bargaining unit employee to pay to the Union an initiation fee, regular monthly dues, and supplemental dues. The agency fee shall not exceed the amounts required for initiation, regularly monthly dues and supplemental Union dues. This requirement to become a member in good standing, or to pay and to remain current on the agency fees, shall become effective on the thirty-first (31st) calendar day following the bargaining unit employee's first (1st) calendar day of employment, or the thirty-first (31st) calendar day following the execution of this Agreement, whichever occurs later.

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The Employer shall, fourteen (14) calendar days after receiving written notice from the Union, terminate the employment of any bargaining unit employee(s) not in good standing. The written request must be delivered to the Director of Employee Relations or designee. A bargaining unit employee may become a member in good standing, or become current on agency fees, thus avoiding termination from employment, up to the day of termination. The Union shall indemnify, defend, and hold harmless the Employer from any liability arising out of this Union security clause. The Union may withdraw a termination request at any time before the expiration of the fourteen (14) calendar day period by delivering a written withdrawal request to the Director of Employee Relations or designee.

Article 2.11.3 Dues Check Off. The MOA will deduct from the wages of those employees who have signed a dues check off authorization form approved by the MOA, on a monthly basis, the regular dues, initiation fees, and contributions authorized by the employee to the Union as certified by the secretary-treasurer of the Union. The forms being used by the parties on the effective date of this Agreement are approved. The MOA shall forward such dues, initiation fees, and contributions to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off. The MOA shall use reasonable care in checking off and forwarding said dues, initiation fees, and contributions, but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues, initiation fees, and contributions. The Union assumes all obligations and responsibility for the continued membership of its members and the collection of their dues.

Article 2.11.4 Stewards. The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. As scheduled by management, a steward may spend a reasonable amount of time during working hours, without loss of pay, attending to Union business within the department. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. The Union shall reimburse the Municipality for any wages paid by the Municipality to a municipal employee for time spent performing services primarily for the Union and the Union representatives employed by the Municipality will maintain accurate time records which reflect the performance of such services. Shop stewards may use union leave, annual leave, or leave without pay (if union leave and annual leave have been exhausted), not to exceed two (2) days each year, for union training purposes with prior approval of the agency and the Employee Relations Director.

Recognized stewards as listed:

Solid Waste Services	One (1) Steward
Public Transportation	Four (4) Stewards at Operations

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The Union reserves the right to have additional Stewards in training and may use them as Stewards at the discretion of the Union.

When an off duty shop steward has to be called in to represent an employee, the shop steward will be paid only for actual hours worked.

Article 2.11.5 Visits to MOA Work Locations. Non-employee Union representatives may visit only those MOA facilities or work locations occupied by employees which the Union represents, and only on official business. Only affiliate Union business representatives may visit MOA property during working hours. Non-employee Union representatives may not visit such locations in connection with union elections or other internal union affairs. With regard to each visit, the Union must provide the department/agency head, or designee, which controls the location, with reasonable advance notice of an intent to visit and the notice must specify the reason for the visit. The visit may not interrupt, distract or interfere with the work of employees. The department/agency head may refuse to consent to the visit if it would unduly interfere with the work of employees or activities of the department or agency, or terminate the visit if it interferes with the work of employees or activities of the department or agency. If the visit is refused, the department/agency head must reschedule the visit at the earliest convenient time. Union representatives may conduct meetings on MOA premises only with the consent of the department/agency head and only with regard to official business affecting the MOA, its employees, and the Union. Union representatives may conduct meetings of MOA employees during employee working time only with the express consent of the department/agency head whose employees would be affected.

Article 2.11.6 Jurisdictional Disputes. Disputes which arise between the Union and another Municipal union concerning representation of employees may be presented by the Union(s) to the Employee Relations Board for resolution.

Article 2.11.7 Administrative Notification. The Union shall be notified, in writing, of any Municipal directive, memorandum, rule or regulation which cover or affect areas covered by this Agreement or which affect any group of employees working under this Agreement. The Union business representatives shall be given adequate notice by the MOA prior to the time that any committee defined by this Agreement is convened.

Article 2.11.8 Bulletin Boards. The MOA shall provide bulletin boards and/or space on existing bulletin boards as reasonably requested by the Union.

Article 2.12 Complete Agreement

The MOA and the Union 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

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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. The MOA and the Union, for the life of this Agreement, agree that although they have mutually agreed to discuss any subject relating to this Agreement or the wages, hours and working conditions of represented municipal employees, no party shall be obligated to reach an agreement or change an agreement with respect to any subject or matter specifically referred to or covered by this Agreement or 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 or contemplation of the parties at the time that they negotiated or signed this Agreement. This Agreement replaces and supersedes all prior understandings, agreements, side letters, letters of amendment, unofficial employment policies and past practices. Nothing in this Article shall relieve the parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining.

Article 2.12.1 Appendices. Approval of this Agreement hereby incorporates into the complete Agreement all the Appendices, as attached in the back of the Agreement.

Article 2.13 Amendment of Agreement

This Agreement may be amended at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, ratified by the Union, and be executed in the manner required by AMC 3.70.130.

Article 2.14 Separability and Savings

Should it be determined by a court of competent jurisdiction that if any Article of this Agreement is not in conformity with any applicable law, the parties shall meet and such article or portion thereof shall be suspended and amended to conform with the law. This Article shall not apply so long as appeal to a higher court of competent jurisdiction is in process.

Article 2.15 Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected by the consolidation, merger, or change of ownership or management of either party to this Agreement. This Agreement shall not be affected by any geographical relocation of the place of business of either party hereto.

Article 2.16 Productivity

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity

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improvements is the right and obligation of management. The Union will be informed in advance of any proposed change in productivity standards and given the opportunity to discuss the proposed change(s) with the MOA prior to implementation.

Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules, and assignments, or any other means of increasing productivity, may be established and/or revised from time to time at the discretion of the Municipality so long as no right guaranteed to employees under this Agreement is violated.

The Union will cooperate and actively encourage represented employees to participate in productivity and employee incentive programs administered by the MOA.

Article 2.17 Contracting Out

For the purposes of this Article, contracting out shall mean the procurement of goods and/or services by the MOA or any agency thereof from sources other than municipal employees. The Union recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to Municipal operations. The right of contracting or subcontracting is vested in the Municipality. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The Municipality further agrees that it will not lay off any employees of an agency, who have completed their probationary periods and have regular employee status, because of the exercise of its contracting or subcontracting rights within that agency.

If, as the result of a contract approved by the Assembly under the Municipal Managed Competition Program (Program) dated September 2013 or a substantially similar Program, regular employees are laid off, pursuant to Article 3.11, employees shall be paid a lump sum severance benefit of forty (40) hours of the employee's factored rate pay for every year of service if at least one (1) year of service has been completed at the time of layoff. Severance pay will not exceed four hundred (400) hours.

Article 2.18 Meet And Confer

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to employee representatives and the MOA. The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of the request, which request shall specify the matter to be discussed. Union requests to meet and confer shall be delivered to the MOA Director of Employee Relations. MOA requests to meet and confer shall be directed to the Union with which the MOA wishes to meet. The principal business representative of the Union and the MOA Director of Employee Relations may designate who their respective representatives shall be at the meet and confer sessions. A refusal to meet and confer in response to such request shall be a violation of this

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Agreement. There shall be no obligation on the part of any party to reopen, modify, amend, or otherwise alter the terminology or interpretation of this Agreement, or to make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement. The parties recognize that the success of the MOA in conducting the affairs of government and the job security of MOA employees and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the MOA and the Union fully encourage and pledge themselves to friendly and cooperative relations between their respective representatives at all levels and among all employees, whether or not covered by this Agreement.

Article 2.19 Provisions of Seasonal Employees

- A.** Seasonal Employees are subject to Article 2.11.2, Union Security and Article 2.11.3, Dues Check Off.
- B. Seasonal Re-Hire.** Absent an unsatisfactory performance rating, Seasonal Employees will have preferential opportunity for subsequent seasonal employment in the same department and classification if the seasonal vacancy exists in the following season. Re-hire of seasonal Employees can be accomplished directly between the MOA and the re-hire candidate by name request through the Union hiring hall.
- C. Grievances.** Seasonal employees may file grievances up to and including Step Two in the grievance process. All grievances filed by seasonal employees or about seasonal employees or about seasonal employment, are expressly exempt from the arbitration provisions of the Collective Bargaining Agreement.
- D. Wage Step Progression.** Seasonal Employees will advance from step to step with a classification pay range upon completion of one hundred and eighty (180) calendar days thereafter, provided there is no break in service longer than one (1) year.
- E. Holidays.** Seasonal Employees are eligible for recognized Municipal holidays as provided in this Agreement so long as the employee works the normally scheduled work day immediately before and after the holiday. Seasonal Employees are not entitled to a personal holiday.
- F. Other Provisions of the Agreement.** Seasonal Employees are eligible for overtime and shift differential as specified in Article 5. Seasonal Employees are eligible for additional work assignments in accordance with Article 3.8. Seasonal Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.
 - 1. **Seniority.** If Seasonal Employees are hired directly into a regular fulltime position without a break in service, seniority shall begin as of the most recent

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hire date.

2. Probation does not apply to a seasonal position. The MOA shall be the sole judge of a seasonal worker's ability, qualifications, competence, and performance.

Article 2.20 Provisions of Temporary Employees

A. Length of Temporary Employment. A temporary employee may be hired for a period not to exceed six (6) months in any twelve (12) month period; whether or not the time is continuous.

B. Extension of Temporary Employment. The duration of a temporary employee's employment may be extended for an additional ninety (90) calendar days when the Director of Employee Relations determines, and the Union agrees, that exceptional circumstances exist. Agreement by the Union shall not be unreasonably withheld; for example, under such circumstances where a temporary employee was hired for a specific project and for unforeseen reasons the project cannot be completed within the six (6) month period.

C. Temporary Hire Process. The Municipality agrees to hire temporary employees in accordance with Article 3.

D. Other Provisions of the Agreement. Temporary employees shall be paid the hourly wage rate for the classification in which they are working. Temporary employees are entitled to overtime and shift differential as specified in Article 5. Temporary employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties, unless expressly enumerated in this Article.

E. All temporary employees shall be paid at Step Two within the appropriate classification pay range.

F. Probation does not apply to an appointment to a temporary position and is subject to summary removal for any reason or for no reason. The MOA shall be the sole judge of the worker's ability, qualification, competence and performance.

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**ARTICLE 3
EMPLOYMENT**

Article 3.1 Types of Positions

The different types of positions are as follows:

- A. Regular
- B. Temporary
- C. Seasonal

Article 3.2 Vacant Positions

Vacant positions will be filled by legally mandated placement or reinstatement, recall from layoff, seasonal recall, hire/rehire, promotion, transfer, demotion. The Municipality shall determine the most qualified applicant when filling vacant positions as determined by the Municipality and further defined in this Article. Promotion selection is defined in Article 3.9.

Article 3.3 Position Vacancy Announcements

A. Contents: When recruiting for a vacant position, the position vacancy announcement shall include the classification title, pay grade and salary, description of the work to be performed, minimum qualifications, and other relevant information.

B. Advertising: Position vacancy announcements shall be advertised as follows:

1. Union Dispatch. The Union shall maintain a hiring hall and refer qualified applicants to the MOA when requested. The MOA retains the right to reject any applicant referred.

When the MOA requests qualified applicants from the Union, the Union shall have forty-eight (48) hours (excluding Saturday, Sunday, and recognized holidays) to refer qualified applicants to the MOA.

2. Agency. Position vacancies advertised only within the agency, shall be advertised for no less than three (3) business days. Only current regular, temporary, and seasonal employees within the agency shall be eligible to apply and be hired.

3. MOA. Position vacancies advertised within the MOA, shall be advertised for no less than five (5) business days. MOA current regular,

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temporary and seasonal employees are eligible to apply and be hired.

4. Public. Position vacancies advertised to the public, shall be advertised for no less than seven (7) business days.

5. Concurrent advertising. In an effort to quickly fill vacancy positions, the MOA may advertise position vacancies concurrently. However, the MOA shall give priority consideration to internal applicants first and then Union referred applicants. The MOA may consider other applicants only if all internal and Union referred applicants have been rejected. The agency shall not be provided other applicants until internal and union referral applicants have been rejected.

Article 3.4 Applicant Examination

A. Eligibility: To be eligible for consideration, applicants must apply during the advertised recruitment period, meet the minimum qualifications and pass any job related examinations.

B. Disqualification: Applicants may be disqualified by the Director for the following:

1. Did not apply during the recruitment period;
2. Does not meet the minimum qualifications;
3. Application is incomplete or inaccurate (minor typographical errors accepted);
4. Is Ineligible for hire/rehire;
5. Convicted of any crime involving moral turpitude within the last seven years;
6. For positions that require driving, not meeting the minimum standards for driving convictions;
7. The employee's overall evaluation within the last 12 months was not at least satisfactory; and/or Disciplinary action (other than an oral reprimand) within the last 12 months from date of acceptance of position.

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Article 3.5 Preference for Selection

In descending order, priority in filling vacant positions is as follows:

- A. Legally mandated placement or reinstatement
- B. Reinstatement after successful appeal
- C. Transfer or demotion in lieu of layoff
- D. Recall from layoff, within two (2) years
- E. Demotion for disciplinary reasons
- F. Transfers
- G. Promotions
- H. Hires/Rehires

Article 3.6 Selection

Only the Director shall make offers of employment (hire/rehire, recall from layoff, seasonal recall, transfer, promotion, or demotion).

Article 3.7 Probation

A. Duration.

1. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days.

Bus Operators, hired or rehired after the first full pay period after Assembly Approval, shall be subject to a probation period of one hundred and eighty (180) calendar days.

2. Transfer. When an employee transfers to a position in the same agency in the same classification, no probationary period shall be served. Employees transferring to a different classification at the same pay grade in the agency shall be required to serve one hundred and eighty (180) calendar day probation in the new position. Employees who transfer to a position in a different agency shall be required to serve a one hundred and eighty (180) calendar day probation period.

3. Promotion. Employees who are promoted shall be subject to a

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probationary period. The probation period is one hundred and eighty (180) calendar days.

4. Demotion. Employees who are demoted shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days. When an employee is demoted to a position in a classification where the employee previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons.

5. Recall from layoff. Employees who have been recalled from layoff shall be required to complete any probation that was not completed prior to layoff. If the employee is recalled to a position in a classification that they have not previously held, a probation period shall be served.

6. Reclassification. Employees whose positions have been reclassified shall not be required to serve a probation. In cases where the employee is on probation, they shall be required to complete the probation.

B. Status Upon Completion of Probation. Regular appointment to a position shall be made only upon satisfactory completion of the probationary period. The agency head shall complete a probationary evaluation that the employee has performed satisfactorily during the probation. Unless action is taken by the agency head to extend, demote, or separate the employee prior to the end of the probation period the employee shall have regular status.

C. Probation Extension. The probation period of an employee may be extended for up to ninety (90) calendar days with the approval of the Director. No probation period may be extended beyond ninety (90) calendar days. Notice of an extension and the reason for the extension shall be provided to the employee in writing prior to the end of the probation period.

D. Probation Separation. Any time during the probation period, when the agency head determines the services of the employee have been unsatisfactory, the employee may be separated from their position without right of appeal or grievance. The employee shall be provided written notification of the separation.

When an employee who was promoted is not performing satisfactorily during the probation period, consideration may be given to demote the employee into a vacant position for which the employee is qualified. If the employee is demoted into a classification that they had not previously held, the employee will be required to serve a probation. If the employee is separated during the promotional probation, the employee's name will be entered on the recall from layoff list as being laid off from the position the employee held prior to promotion.

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Article 3.8 Types of Additional Work Assignments

A. Working Out of Class: Employee is temporarily performing work in a higher level classification.

1. Regular employees shall have priority to work temporarily in higher level classifications before hiring seasonal employees or temporary employees.
2. Employees who are temporarily assigned to perform work two (2) or more consecutive hours in a higher classification shall receive step one (1) in the higher classification or five (5) percent above their factored rate of pay whichever is greater. The employee's current base rate is utilized in determining if step one (1) in the higher classification is at least five (5) percent.
3. Employees who are temporarily assigned to perform work in a lower classification shall be compensated at their factored rate of pay for all hours worked.
4. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation. Employees who are the sole operator and their performance is not being monitored are eligible for additional compensation.
5. The MOA shall assign an employee to perform the duties of working foreman or leadman when the regularly assigned working foreman or leadman is on leave or unavailable to perform their duty for at least two (2) hours, unless operational needs make the assignment unnecessary.
6. Peer Bus Operator Trainers will be assigned by Management and utilized to train new Bus Operators during the training class. Peer Bus Operator Trainers shall receive five (5) percent above their factored rate of pay for all hours worked only when utilized to train any of the new hires to be a Bus Operator.

B. Acting Assignment: Employee is temporarily assigned to act in a non-represented or executive level position.

1. When an employee is temporarily assigned to work in a non-represented or executive position they shall receive five (5) percent above their factored rate of pay.
2. When a Public Transportation Bus Operator is assigned in a non-represented Shift Supervisor/Dispatch position they will receive ten (10%) percent above their factored rate of pay.

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C. Management's ability to assign employees under this Article is not grievable. Management will maintain current practices when assigning employees to higher classifications pursuant to number A.2 of this Article.

Article 3.9 Filling Vacancies by Transfers, Promotions, Demotions, or Recall From Layoff

Positions may be filled by transfer, promotion, demotion, or recall from layoff rather than requesting a referral from the Union.

A. Transfer. Transfer is the lateral movement from one regular position to another regular position in the same class, a different class, a parallel class at the same grade or the same pay grade without a break in service. Temporary and Seasonal employees may only transfer to other Temporary or Seasonal positions.

1. Voluntary. The employee may request a transfer to a vacant position within their agency or to a different agency. The employee shall submit a written request to their agency head. The agency head shall forward the request along with a recommendation to the Director for approval. The employee must meet the qualifications and if applicable an acceptable driving record for the position. When the employee is requesting to transfer to a different agency, the Director will consult with the agency head.

2. Involuntary. The employee may be transferred to a vacant position within their agency or a different agency for an operational need without the consent of the employee with the approval of the Director. The employee must meet the qualifications and if applicable an acceptable driving record for the position. The employee shall receive at least two (2) weeks notice, unless the circumstances prohibit notice or the employee waives the notice.

B. Promotion. Promotion is the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the MOA, positions shall be filled by promotion.

1. Promotion Factors:

- a) Employees must apply during the recruitment period;
- b) Employee must meet the qualifications and have an acceptable driving history if the position requires driving;
- c) Successfully complete the interview process, and when applicable, successfully complete job related examination(s); and

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d) Department seniority will be used if all other qualifications are met.

C. Demotion. Demotion is the movement of an employee to a position in a lower salary grade.

1. Voluntary. The employee may request to voluntarily demote into a position through a written request or through a recruitment effort. Employees must meet the minimum qualifications, have an acceptable driving record, and successfully completes any examinations and/or testing.

2. Involuntary. The employee may be demoted as a result of disciplinary actions or in lieu of layoff.

D. Recall from Layoff. Laid off employees shall have two (2) years recall rights within the agency from which they were laid off. Recall from layoff shall be in order of seniority. An employee who has been laid off may be recalled to a position at the same pay grade or lower grade from which they were laid off. The employee must meet the minimum qualifications and any pre-employment criteria of the position for which they are being recalled.

Article 3.10 Seniority

A. Regular full-time employees shall be on a Municipal seniority list that is utilized for layoff and recall. This seniority shall be measured from the original date of hire or rehire date for an employee who remains continuously employed. This seniority list shall be provided to the Union upon request.

B. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.

C. Seniority is terminated when the employee is no longer employed.

D. Seniority will be re-established when the employee is recalled from layoff. The employee's seniority will be adjusted for the time period in which the employee was laid off.

E. Seniority rights within the Union shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to the employee's former classification. During this period the employee must remain in good standing with the Union.

Article 3.11 Layoff

A. Layoffs may be necessary due to the following:

1. Elimination of a position;

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2. Employee fails to successfully complete probation after promotion and there is no available position for the employee to demote for which the employee is qualified; or
3. Material change in the duties and/or qualifications of the position for which the employee lacks the necessary skills, knowledge or aptitude.

B. Layoff Procedure

Employees who are being laid off shall receive at least two (2) weeks advance notice. After notification of layoff the employee shall be provided the following options, in order:

1. The employee shall be offered a vacant position at the same pay grade within the agency for which the employee qualifies.
2. The employee may elect to bump an employee who has less seniority in the same classification within the agency.
3. The employee shall be offered a vacant position at a lower pay grade within the agency for which the employee qualifies.
4. The employee may elect to bump an employee who has less seniority in a lower pay grade for which the employee is qualified within the agency.
5. The employee may elect to be laid off.
6. If the employee is laid off or elects to be laid off, the employee may receive severance pay in lieu of the two week notification period. The severance pay may be prorated based on the days and/or hours an employee may work in the layoff period.

C. Eligibility for Recall

1. An employee who was laid off shall be eligible for recall for two (2) years from the date of layoff. Acceptance of any regular position with the Municipality during the two years recall period shall satisfy the employee's recall rights.
2. A laid off employee shall have recall rights to the agency from which they were laid off. The laid off employee is eligible to be recalled to same pay grade or lower pay grade from which they were laid off. The laid off employee must meet the minimum qualifications and successfully complete any pre-employment requirements.
3. If a laid off employee is offered a regular position at the same pay grade and they decline the position, their recall rights shall end.

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4. A laid off employee shall have preference over all applicants when filling regular positions as designated in Article 3.5
5. Recall from layoff shall be in seniority order.
6. The laid off employee must maintain a current phone number and address with the Employee Relations Department in order to preserve their recall rights. If a laid off employee fails to respond within five (5) business days of initially being contacted, all recall rights shall be relinquished. When the laid off employee is contacted, they shall report for duty within ten (10) business days or the MOA may consider extinguishing recall rights.

Article 3.12 Work By Non-Employees

The MOA may use the services of volunteers whenever and wherever they may be offered, without violation of this Agreement. The Union and the employee which it represents shall join the MOA in encouraging citizen involvement in the betterment of Anchorage. The use of volunteers shall not directly cause the layoff of any bargaining unit member.

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**ARTICLE 4
HOLIDAYS AND LEAVE**

Article 4.1 Recognized Holidays

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
Seward's Day (last Monday in March)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day After Thanksgiving
Christmas Day (December 25)
One (1) Personal Holiday (Refer to 4.1.2)

Article 4.1.2 Personal Holiday. Effective each January 1, regular full-time employees shall receive eight (8) hours of non-cashable annual leave as a personal holiday. Regular part-time employees shall receive four (4) hours of non-cashable annual leave as a personal holiday.

The personal holiday has no cash value.

Article 4.2 Holiday During Annual or Sick Leave

A recognized holiday occurring during an employee's annual or sick leave shall not be counted as a day of annual or sick leave.

Article 4.2.1 Holiday Falling on a Regular Day Off. For employees scheduled to work on a Monday through Friday schedule, when a recognized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. For these employees, when a recognized holiday falls on a Sunday, the Monday following shall be recognized as the holiday. For employees working other than a Monday through Friday schedule, when the recognized holiday falls on the employee's first day off, the preceding, scheduled workday shall be recognized as the holiday. When the recognized holiday falls on the employee's second day off, the following scheduled workday shall be recognized as the holiday.

For employees working a modified work schedule with a holiday falling on their regular day(s) off, the holiday shall be the employee's workday immediately succeeding or preceding the employee's regular day(s) off.

Article 4.2.2 Forfeiture of Holiday Pay. If employees are not in paid status for the entire shift on the last regular workday preceding such holiday and on the next

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regular workday following such holiday they shall forfeit their right to payment for such holiday. Patterned called-in absences will not be construed as paid absences unless a medical certificate is provided.

Article 4.2.3 Holiday Pay.

A. Full-time employees shall receive holiday pay based on the number of hours they are regularly scheduled to work (such as eight (8), ten (10), or twelve (12) hours of pay) at their factored rate of pay for each recognized holiday.

B. If an employee works on a recognized or observed holiday all hours worked shall be compensated at the employee's straight-time factored hourly rate unless the employee is eligible to receive overtime compensation.

C. Unassigned Extra Board employees at Public Transportation Department shall receive eight (8) hours holiday pay.

Article 4.3 Paid and Unpaid Time Off

The Municipality will provide eligible employees with reasonable periods of paid time off in accordance with the accrual schedules for annual and sick leave. Additionally, employees will be eligible for specified periods of paid time off for military duty, court duty, and bereavement leave for members of their immediate family. Temporary and seasonal employees are not eligible for paid leave under any Articles of this Agreement. Under the conditions specified in this Article, the Municipality may approve periods of unpaid time off to allow employees to meet personal, family, or medical needs.

Article 4.3.1 Accrual of Annual Leave.

A. Annual Leave Accrual Rate.

1. Full-time employees hired prior to July 1, 1991, shall accrue annual leave at the following rate:

11+ years of service - 12.5 hours per pay period

2. Full-time employees hired after June 30, 1991, shall accrue annual leave at the following rates:

Cashable Annual Leave

0 – 2 years of service	-	6.15 hours per pay period
3 – 5 years of service	-	6.77 hours per pay period
6 – 10 years of service	-	9.23 hours per pay period

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11 + years of service	-	11.85 hours per pay period
20+ years of service	-	12.5 hours per pay period

3. If an employee is in a paid status for less than eighty (80) hours in a pay period then the above accrual rates shall be pro-rated based on actual hours paid.

If any change occurs in the length of the pay period, the accrual rate per pay period will be adjusted to result in the same annual accumulation rate as that stated above.

B. Annual Leave Accrual While on Leave. Leave accrues during the period of time an employee is on paid leave. Leave does not accrue during periods of injury leave or leave without pay.

C. Annual Leave Accrual Limits. Accrued and unused leave may be carried over from one year to the next for the purpose of accumulating an Annual Leave Account, or reserve; however, as of the last full pay period of the calendar year, an employee may not have more than 480 hours of leave.

D. Sick Leave Accumulation. Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess of hours of annual leave to sick leave as of the first pay period of the new calendar year.

Article 4.3.2 Regular use of Annual Leave.

A. An employee shall be allowed to use any amount of accrued leave at the time he or she desires that will not be detrimental to department operations, as determined by the Agency Head. Department Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.

B. Every calendar year, full-time employees must take at least eighty (80) hours of annual leave which must be taken each year by the last full pay period of the year. This limitation shall not apply to new or rehired employees until the last full pay period of the second (2nd) year following their date of hire or rehire. Seasonal employees who convert to a regular position, without a break in service, are exempt from this provision until the last full pay period of the second (2nd) year following the date of conversion to a regular position. Employees who fail to take the full eighty (80) hours of annual leave shall be considered to have forfeited those hours as if they had been taken. Forfeited hours shall be donated to the Union Leave Bank. The difference between the hours taken and eighty (80) hours shall be

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subtracted from the employee's annual leave account at the next pay period following the last full pay period in December.

It is the responsibility of the Department Head to ensure that work is conducted and leaves scheduled so that each employee shall have the opportunity to use leave.

C. Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the service to grant earned leave to an employee, the Mayor may authorize exceptions to accumulation rules or cash in lieu of leave not to exceed eighty (80) hours in any calendar year providing the employee shall retain at least eighty (80) hours of leave.

D. Cash-In. Subject to the availability of cash and normal budgetary limitations, cash in lieu of accrued cashable annual leave may be obtained twice each calendar year by submitting a request in writing to the employees' Department Head provided the employee retains at least eighty (80) hours of annual leave in his or her annual leave account following cash payment.

E. Donation of Leave. An employee may donate cashable annual leave to a fellow employee who is qualified under the MOA's Leave Donation Program.

Article 4.3.3 Annual Leave Conversion and Cash-In.

A. Cash-In. All hours of cashable annual leave in excess of four hundred and eighty (480) hours, unless converted to cashable sick leave under Subsection (B) below, shall be paid in cash to the employee in the next pay period following the last full pay period in December. The employee's factored rate of pay as of the last day in the last full pay period of December will be utilized for the leave cash-in rate.

B. Sick Leave Conversion. Upon the written request of the employee as of the last full pay period of the calendar year, up to eighty (80) hours of excess cashable annual leave may be converted each year into a separate cashable sick leave account which shall have a cash-in value upon separation.

C. Annual Leave at Termination. Upon termination for any reason, employees shall be entitled to payment for unused cashable annual leave balances. Such payment shall be made at the rate of one hundred percent (100%) of the then current value of the employee's leave balance based upon the factored hourly rate at time of termination. Non-cashable annual leave shall be forfeited upon termination.

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Article 4.4 Cash Value of Accrued Leave

- A. Annual leave has no cash value, except as provided in 4.3.3 while an employee remains actively employed.
- B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.
- C. Cashable sick leave available under 4.3.3(B) shall be paid to employees based on the factored rate of pay at time of cash in or usage.

Article 4.5 Bereavement Leave

A regular employee shall be granted three (3) working days of paid bereavement leave for a deceased immediate family member while in Alaska, or four (4) working days if travel out of state is required for a deceased member of the immediate family. The definition of immediate family is Article 2.3.5. Bereavement leave is not deductible from the employee's accrued annual or sick leave; however, at the employee's request, other appropriate leave shall be approved for up to fourteen (14) calendar days. At the employee's request, additional annual leave may be approved.

Article 4.6 Blood Donation Leave

Employees shall be eligible to donate blood, in accordance with procedures outlined in MOA Policy and Procedures 40-1.

Article 4.7 Court Leave

- A. Employees called for jury duty shall be treated as being on approved paid court leave. Service in court when subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality will be treated the same as being on approved paid court leave.
- B. Employees shall provide their Department-Head with a copy of a notice of call for jury duty or a subpoena requiring their attendance in court immediately upon receipt by the employee. Employees called for court or jury duty in the morning shall report directly to the Clerk of the Court rather than the job site. When excused or released from jury duty for the day, the employee shall return to work immediately, allowing for the period of time reasonably necessary to travel to and from home to change into work clothing. Reasonably necessary paid time is not to exceed thirty (30) minutes.
- C. Employees called to court or jury duty shall be temporarily reassigned to a

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day shift during the period of time when required to call in for jury, while seated on a jury, or when subpoenaed. Swing shift and night shift employees will be temporarily reassigned to the day shift for the day(s) of such testimony and shall be compensated at their factored rate of pay; provided, that such days are part of their regularly schedule workweek. Such paid time off shall be for the hours the employee was otherwise scheduled to work and shall not be deducted from the employee's personal (vacation) leave account.

D. During court leave, employees shall be paid their factored rate of pay for any time they are scheduled to work and are required to report to jury duty.

E. See specific department work rules (Public Transportation Article 11 and Solid Waste Services Article 12) for any exceptions to this Article.

Article 4.8 Military Leave

Any regular employee who is ordered to-report to military training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) working days leave per calendar year for such purpose. During such leave, employees shall be paid the difference in their factored pay and their military pay. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military duty may take annual leave or leave without pay for such duty.

B. Military leave without pay.

1. An employee ordered to active military duty shall upon request be entitled to up to five (5) years of military leave without pay in accordance with applicable federal laws for the purpose of fulfilling the employee's military commitment.

2. An employee placed on leave without pay under this subsection will:

- a. Remain a Municipal employee.
- b. Be reinstated in accordance with Article 3.
- c. Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law.
- d. May elect to use paid annual leave or elect leave without pay.

3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.

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4. An employee placed on military leave without pay may be replaced by temporary or substitute employees, depending on the needs of the agency and the anticipated duration of the leave.

5. To the extent that an employee is guaranteed rights under federal or state law which exceeds the benefits contained in this subsection, the applicable law will apply.

Article 4.9 Union Leave Bank

A Union leave bank shall be established by the Municipality and administered by the Union, with a report of the balance and withdrawals provided to the Union upon request. An employee accruing leave shall contribute two (2) hours of leave annually to the Union leave bank. The contribution to the bank will occur automatically through payroll deduction during the first thirty (30) calendar days of the year or the first thirty (30) calendar days of an employee's employment. No contributions will be made to the leave bank if the balance exceeds five hundred twenty (520) hours on January 1 of any year, except from new employees. Union leave bank hours used for collective bargaining negotiations will be counted as "hours worked" for purposes of overtime calculation.

Article 4.10 Occupational Injury/Illness

4.10.1 Eligibility. Any regular employee shall be eligible for injury leave who 1) is injured in the scope of employment and is unable to fully perform the duties of the employee's job classification, and 2) receives time loss benefits under the Alaska State Workers' Compensation Act as a result of that injury. The employee shall provide the Municipality's Worker's Compensation Administrator with all requested documentation required per Workers' Compensation Regulations.

4.10.2 Period of Eligibility. All injury leave, including light duty, expires one (1) calendar year from the date of the original injury. If an employee is unable to perform the duties of the employee's job classification with or without a reasonable accommodation for a qualifying disability under the Americans With Disabilities Act Amendment Act (ADAAA) within one (1) calendar year after the date of the original injury, the Director may terminate the employee. An employee shall not be eligible for injury leave or any light duty for any recurrences or exacerbation(s) of the original injury after the one (1) calendar year has elapsed, unless part of a reasonable accommodation for a qualifying disability as defined by the ADAAA.

4.10.3 Light Duty. An employee on injury leave who is unable to fully perform the duties of the employee's job classification may be required to perform modified or alternate duties if available and at the discretion of the Department Head. The

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employee shall be capable and qualified to perform the assigned work. The employee shall be compensated at the employee's factored rate of pay.

4.10.4 Medical Appointments. An employee on light duty who is working full time is encouraged to schedule doctor's appointments during off hours. If the employee is unable to schedule the injury related medical appointment during non-work hours, the employee shall be released from work for no more than (2) two hours per week, including travel time, for one (1) year from the date of the original injury. The employee shall not be charged leave for those two (2) hours per week. The employee shall return to work for the remainder of the shift following the medical appointment.

4.10.5 Health and Insurance Benefits. An employee who is on injury leave and receiving Workers' Compensation time loss benefits shall maintain health and insurance benefits. The employee shall be responsible to pay the employee portion of the employee's elected benefits.

4.10.6 Waiting Period. An employee may elect to use the employee's paid leave or leave without pay to satisfy the three (3) day waiting period requirements of the Alaska State Workers' Compensation Act.

Article 4.11 Leave Without Pay

Leave without pay may be granted by the Director of Employee Relations, or designee, upon request by the employee and recommendation of the Department Head, and upon consideration of the particular needs of the employee and the department. Leave and benefits shall not accrue during leave without pay except as provided in this Article. The employer-employee relationship shall be maintained during a period of leave without pay, but no other compensation shall be paid by the MOA.

Article 4.12 provides for Family Leave. Additional periods of leave without pay directly following family leave may be requested by an employee and may be approved by the director upon recommendation of the department head. The periods of unpaid family leave will count toward the maximum periods of leave without pay available under this article.

Leave without pay may be requested however, with the exception of military leave without pay, approved leave without pay may not exceed one hundred and eighty (180) calendar days during a rolling three hundred and sixty-five (365) day period, unless otherwise provided by law.

Article 4.11.1 Requirements. The Director of Employee Relations, or designee, may grant leave without pay to employees who request such leave when:

- A. The employee has stated a legitimate reason to support the leave request application;

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- B. The department head certifies that the department is able to perform adequately if the leave is granted;
- C. The employee has exhausted paid leave accounts;
- D. The initial leave is granted for no more than ninety (90) calendar days, with the possibility of one (1) extension for an additional ninety (90) calendar days upon the same conditions; and
- E. For periods over thirty (30) consecutive days, the employee may be eligible to receive medical and life insurance benefits in accordance with the applicable Plan.

4.11.2 Replacement of Employee on Leave Without Pay. Employees on approved leave without pay may be replaced by temporary employees, depending on the needs of the department and the duration of the leave without pay. Employees shall resume their positions upon completion of the approved leave without pay.

Article 4.11.3 Programmed Leave Without Pay.

A. Requirements: If a department head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.11 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Employee Relations, or designee. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.

B. Duration: No more than sixty (60) calendar days of programmed leave without pay shall be available pursuant to any one suspension of work by a department head.

C. Benefits: An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director of Employee Relations, or designee, but annual leave shall not accrue during that time.

D. No Employee Replacement: No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of his or her position be assigned to another employee.

Article 4.12 Family Leave

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave

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Act (AFLA) (AS 23.10.500- .550) and the Family and Medical Leave Act (FMLA) (Public Law 103-3). Leave as described in FMLA, AFLA, or both is referred herein as Family Leave.

Article 4.12.1 Family Leave Requirements. Family leave shall be granted to eligible employees in accordance with the requirements of FMLA and/or AFLA, except to the extent that other leave options provide a family leave benefit more generous to employees than FMLA and/or AFLA.

Article 4.12.2 Coordination with Other Leave.

- A. Employees requesting Family Leave shall first exhaust their eligible paid leave before utilizing leave without pay. However, at the employee's discretion, a maximum of eighty (80) hours of accrued annual leave may remain in the employee's leave account.
- B. An occupational injury is considered Family Leave if it is a serious health condition that makes the employee unable to perform the function of the job.
- C. Employees who have exhausted their Family Leave may request leave without pay under the provisions of section 4.11. The leave without pay may be requested by an employee and may be approved by the Director upon recommendation of the Department Head. The period of family leave will count toward the maximum periods of leave without pay available.

Eligible paid leave includes the following: cashable annual leave, cashable sick, and non-cashable annual.

Article 4.12.3 Benefit Entitlement. Health insurance coverage for an employee on Family Leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the first twelve (12) weeks in the measuring period. Employees on extended Family Leave under AFLA (beyond the twelve (12) weeks in the measuring period) may receive (or pay) health coverage in a manner prescribed by the Director.

Article 4.12.4 Replacement of Employee on Family Leave. Employees on Family Leave may be replaced by temporary, seasonal, or full-time employee(s) depending on the needs of the department and the duration of the Family Leave. Employees shall resume their positions upon completion of Family Leave.

Article 4.13 Unauthorized Absences

- A. Any employee who is absent from duty shall report the reason to their first line non-represented supervisor as soon as possible. An employee who

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has sustained an occupational injury/illness, and has not provided the MOA with the required report of injury or the medical certifications to be off work, is considered to be on unauthorized or unreported absence, except in cases of extreme emergencies or supervisory approval. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action.

- B. The MOA may require a medical certification before returning to work if there is reason to believe malingering is suspected. An employee who falsely claims a medical use of personal leave is subject to disciplinary action.

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**ARTICLE 5
COMPENSATION**

Article 5.1 Wage Rates

Wages paid to employees shall be as specified in Article 13 of this Agreement. All employees will be compensated under a pay range and step system as specified in Article 13 of this Agreement.

Article 5.2 Starting Rate on Initial Employment

A. Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to the maximum rate within a pay range shall be by successive steps. Upon recommendation of the department head, the Director may approve initial compensation at a rate higher than the entrance rate in the range for the class when the needs of the service make such action necessary provided that any such exception is based on the applicant's experience and ability over and above the qualification requirements specified for the class, or if a critical shortage of applicants exists. Such approval shall be made in writing prior to appointment.

B. Upon satisfactory completion of the probationary period after initial appointment, the employee's entrance pay shall be advanced one (1) increment to the next higher step in the pay range for the class to which the position is allocated. The probationary period may be extended and probationary increase withheld until successful completion of probation.

C. Advancement from step to step within a pay range shall occur only on the anniversary date of the employee's employment in that classification or pay range. In the event of an upward reclassification or range change, the anniversary date shall remain unchanged.

Article 5.3 Overtime Pay

Employees shall be paid at one and one-half (1.5) times their factored hourly rate of pay for all overtime worked at the direction of the MOA.

Article 5.3.1 Pyramiding Prohibited. Pyramiding is defined as counting hours paid at a premium (multiplication factor of 1.50) in the calculation to determine if an employee has worked forty (40) hours or more in the work week.

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours worked for overtime, call-back and holiday pay shall not be pyramided or duplicated.

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Once the time has been compensated at the applicable overtime rate, the time does not count again in determining if an employee has forty (40) hours of work in the work week making them eligible for overtime compensation.

Article 5.4 Length of Service

The length of service for an employee who remains continuously employed by the Municipality shall be measured from the date of the employee's most recent date of hire for municipal employment and used to compute leave accrual rate, longevity/Service Recognition pay enhancement, and Municipal seniority excluding:

1. Every day between the employee's layoff date and recall date with the Municipality.
2. Time spent by the employee in a seasonal or temporary position unless that employee moved directly from such seasonal or temporary position to a regular position without a break in service.

Article 5.5 Service Recognition and Performance Step Programs

Regular employees hired or rehired on or after April 22, 2014 are not eligible for Service Recognition or Performance Step Program pay.

Article 5.5.1 Service Recognition Pay. The Service Recognition Program (SRP) froze effective August 31, 2008. Those employees who qualified, prior to June 30, 2008, for SRP pay continued to receive that level of pay, but did not continue to advance to any additional steps, if applicable.

If employees receiving SRP pay choose to participate in the Performance Step Program (PSP), their pay would be adjusted to reflect the difference between the SRP and the PSP once the PSP criteria has been obtained.

SPR pay was for length of continuous service. Regular employees hired on or after January 1, 1981, were eligible to receive SRP pay and continued to be eligible unless they resign, are laid off for longer than one (1) year without re-employment, or are discharged for cause. SRP pay shall be as follows:

- 103.5% of base pay after ten (10) years of continuous service.
- 107.0% of base pay after fifteen (15) years' of continuous service.
- 110.5% of base pay after twenty (20) years of continuous service.

Article 5.5.2 Performance Step Program. Regular employees hired prior to April 22, 2014 may participate in the PSP pursuant to the following requirements and shall be required to meet the criteria to obtain steps 5 and 6:

1. Participation begins only after an employee has reached step 4 on the pay schedule.

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2. Employees must complete eight (8) cumulative quarters successfully for each step.
3. Eligible employee may begin the program at the start of the next quarter after meeting eligibility requirements.
4. Employees shall notify their department head of their intention to begin the program.
5. Each quarter shall be signed off by the supervisor and the employee to reflect satisfactory or unsatisfactory completion of the quarter.

Successful completion of the following shall be deemed as having met the criteria to advance:

1. Customer Service.

- (a) No running hot, appropriate route responsibility.
- (b) Substantiated, valid complaints resulting in a Disciplinary Action Report (DAR) eliminates eligibility for that quarter.

A substantiated, valid complaint is defined as an action or response towards a customer or coworker by an employee that would be considered inappropriate by a reasonable competent person, and is so egregious or repetitive that it results in a minimum of a written reprimand.

2. Safety.

- (a) No preventable accidents, preventable incidents, moving violations, or citations on the job.
- (b) Attends a minimum of two (2) safety meetings per quarter.
- (c) Follows safe practice rules.

3. Dependability/Reliability.

- (a) Attendance and punctuality.
- (b) Zero unauthorized absences each quarter.
- (c) No more than three (3) non-scheduled days of leave absence per quarter.

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4. Upon the successful completion of eight (8) quarters, an employee shall be eligible for performance step pay in the amount of six and one-half percent (6.5%) of the base rate of pay. Employees whose Service Recognition Pay was frozen on August 31, 2008 at seven percent (7%) or ten and one-half percent (10.5%) respectively, shall be eligible to obtain a maximum of thirteen percent (13%) after the completion of eight successful quarters in the PSP. Employees who have not achieved the thirteen percent (13%) are eligible to enter into the second step of the PSP.

Final approval for granting the performance step is made by the department head in consultation with the senior executive.

A committee of two (2) bargaining unit members selected by the Union and two (2) Management members shall be formed as an appeal committee. The appeal committee shall attempt to resolve any appeals made by an employee who is alleged to have not met the criteria during any quarter. Appeals shall be filed and heard in an expeditious manner. If the committee is unable to resolve the matter to the employee's satisfaction, the appeal shall be heard by the Union business representative and the Employee Relations Director or designee. If the employee is not satisfied with the findings of the business representative and Employee Relations Director, the final appeal shall be to the Senior Executive overseeing that department. The decision by the Senior executive is not grievable under the terms of this Section.

Article 5.6 Call Out

All call outs shall be assigned by the MOA. Call out is defined when employees are called in to work to perform unscheduled work after they have completed (clocked out) their scheduled shift and prior to the start of their next scheduled shift. For PTD, see Article 11.

An employee who is working in a call out status shall be compensated at one and one-half (1.5) times their factored rate of pay for all hours worked with a guarantee of at least four (4) hours of pay at the factored straight time rate for each call out. If the employee has completed their call out and is then called out again during the four (4) hours window which starts when the employee reports to the job site, then it is considered the same call out. The employee would not be entitled to an additional four (4) hour guarantee, only payment for hours worked at one and one-half (1.5) times their factored rate of pay. The MOA agrees not to use shift change language to avoid paying call out pay for those members required to attend meetings outside their standard shift time.

Article 5.7 Wait Time

When employees are required to wait because of temporary breakdown or shortage of materials, temporary weather conditions, or for any other cause beyond their control, no time shall be deducted from this period.

Employees in wait time status shall be compensated at their applicable factored rate of

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pay

Article 5.8 Travel Pay

Employees performing work related travel at the direction of the MOA shall be compensated and/or reimbursed as specified in MOA Policy and Procedure 68-1, Employee Travel Approval, Travel Expenses and Per Diem.

Article 5.9 Deductions from Pay

The MOA may deduct monies owed to the MOA under any MOA program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and benefit deductions. The MOA may make other deductions from employee pay as authorized by law or Municipal policy, in such cases the employee shall be notified in writing prior to any deductions. If a grievance is filed regarding whether the employee owes monies to the Municipality due to contractual language or Municipal policy then no money will be deducted until the grievance is resolved.

Article 5.10 Reclassification Request

An employee who believes that they consistently perform work in a higher established classification may file a request for reclassification in accordance with AMC 3.30.027 B which provides as follows:

A. Employee Requests. Employees shall have the right to the consideration of requests they may have regarding the application of the classification and pay plans to their position. The employee shall make such request through the department head, who shall forward the request with any comments and recommendations concerning the appropriate allocation to the Director for review. The employee and the department head will be advised, in writing, on the disposition of the request.

Article 5.11 Payday and Pay Time

All employees covered by this Agreement will be paid every other week. The Municipality will maintain its present practice of distributing paychecks by noon on each payday. If payday is a recognized holiday, then payday shall be the last working day prior to the recognized holiday. All paychecks shall be distributed by designated management personnel. The Municipality shall provide for automatic payroll deposit which employees may elect to use.

Article 5.12 Errors in Pay There shall be no liability on the part of the Municipality with regard to the preparation and delivery of paychecks other than for intentional misconduct. The Municipality will reimburse an employee for any proven loss suffered by the employee as a result of intentional misconduct in the preparation and delivery of the employee's paycheck.

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Errors in pay, which is in variance with the timecard submitted. Errors in pay will be corrected by the Municipality by the next full pay cycle after the error in pay is verified and confirmed by Central Payroll. Central Payroll's verification will not exceed the next full pay cycle once all documentation is submitted. If the Municipality fails to correct confirmed errors in pay by the next full pay cycle then the employee shall receive eight (8) hours of straight time pay at their factored rate of pay for each day after the pay cycle during which the error in pay remains uncorrected. After review of the error in pay documentation by Central Payroll, if there is a disagreement on whether an error in pay actually occurred the grievance procedure shall be utilized for resolution and the employee shall not be eligible for additional compensation as stated above, from the date the grievance was filed.

Upon notification to the member, the Municipality reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred.

To prevent payroll errors and to ensure employees are accurately documenting their time in the Municipality's Timekeeping system the Municipality will offer Timekeeping system training to all members of the bargaining unit. This Timekeeping system training will be provided upon hiring of each employee and at least once a year at the request of each work unit

Article 5.13 Mid-Term Classification Changes

If, during the term of the Agreement, the Employer creates a new classification, the applicable grade, or if the grade does not exist the wage step, shall be subject to negotiations and if necessary the grievance process.

The employer's decision to create a new classification is not subject to the grievance process.

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**ARTICLE 6
BENEFITS**

Article 6.1 HEALTH INSURANCE

Article 6.1.1 Eligibility. Regular employees who are scheduled to work a minimum of twenty (20) hours each week are eligible to participate in the MOA's Health Benefit Plan subject to the provisions and terms of the Plan.

Article 6.1.2 Health Benefit Plan. The MOA will provide eligible employees and their covered dependents access to health benefits, including medical, dental, audio, and vision coverage with multiple design options to choose. An opt-out program to waive MOA health plan coverage for eligible employees with other health insurance coverage is available. If an employee shows proof of other coverage, the employee may choose to waive medical coverage and receive a three hundred fifty dollars (\$350.00) per month financial incentive. Opt-out program conditions and criteria will be established by the Director, or designee. Health Benefit Plans are subject to the provisions and terms of the plan documents. In the final quarter of the calendar year, the MOA shall hold an open enrollment period for employees to enroll in or make changes to their benefit elections to be effective January 1st of the following year.

Article 6.1.3 Section 125 Plan. The MOA's Section 125 Plan (Flex Plan) includes a pre-tax health premium option, as well as two (2) flexible spending account (FSA) options; a healthcare FSA and a dependent care FSA. These plans are subject to terms and limitations governed by the Internal Revenue Code.

Article 6.1.4 Municipal and Employee Contributions. Effective January 1, 2017 or the first day of the month following Assembly approval of this Agreement whichever is later, and continuing the first (1st) of each month thereafter, the MOA will provide a contribution of one thousand nine hundred twenty seven dollars (\$1927.00) per month for each eligible employee who elects Health Benefit Plan coverage. Each employee shall pay, by payroll deduction, any difference between this amount and the total premium required for the health plan option selected by the employee. Payroll deductions, if applicable, will be made on a pre-tax basis, subject to the applicable law and regulations. All contributions by the MOA or the employee may only be used for the MOA Health Benefit Plan. Any amounts remaining from the MOA contribution for a higher deductible health plan shall be placed in a Flexible Spending Account (FSA) or Health Savings Account (HSA) for the employees to use for qualified medical expenses.

Article 6.1.5 Adjustment(s) in January. Effective January 1, 2018 and January 1, 2019 the MOA will change the health (medical) plan contribution for each eligible employee equal to the change in the Anchorage Medical CPI-U for the preceding year capped at ten percent (10%) rounded to the nearest dollar, unless the plan is overfunded and no increase is needed for that year.

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Article 6.1.6 Health Care Committee. The MOA shall establish a Health Care Committee for the Municipality of Anchorage Health Benefit Plans. The Union shall have a representative on the Committee. The Committee shall be comprised of represented, non-represented/executive Municipal representatives. The Committee shall meet regularly, as determined by the Committee. Written agendas will be jointly prepared in advance by the staff representatives on the Committee. The Committee shall have a mission to promote health value, consumer awareness and recommended plan designs and savings. Recommendations shall be forwarded to the Director.

Article 6.2 LIFE AND DISABILITY INSURANCE

Article 6.2.1 Eligibility. Regular employees who are scheduled to work a minimum of twenty (20) hours each week are eligible to participate in MOA's Life and Disability Insurance Plans subject to the provisions and terms of the Insurance Plan Contracts.

Article 6.2.2 Life and Accidental Death & Dismemberment (AD&D) Insurance. The MOA shall provide basic life insurance and AD &D in the amount of fifty thousand dollars (\$50,000) for each employee.

Article 6.2.3 Supplemental Life and Accidental Death & Dismemberment (AD&D) Insurance. Employees may purchase on a voluntary basis, additional life coverage through post-tax payroll deductions in twenty five thousand dollar (\$25,000.00) increments, to a maximum of two hundred thousand dollars (\$200,000.00). Coverage and premium rates will be determined by the insurance carrier.

Article 6.2.4 Dependent Life Insurance. Employees have the option to voluntarily purchase dependent life insurance coverage at the employee's own expense via post-tax payroll deduction.

Article 6.2.5 Long-Term Disability. MOA paid long-term disability coverage in the amount equal to sixty percent (60%) of the employee's annual salary up to a maximum of six thousand two hundred and fifty dollars (\$6,250.00) per month, will be provided.

Article 6.2.6 Short-Term Disability. Employees may purchase on a voluntary basis, short-term disability coverage through post-tax payroll deductions. Employees may select the level of coverage from the available options offered. Coverages and premium rates will be determined by the insurance carrier.

Article 6.3 Savings Plan

Eligible employees may participate in the MOA's 401(k) and 457 savings plan subject

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to the provisions of the plans.

Article 6.4 Retirement

The Municipality shall maintain, for eligible employees, the State of Alaska Public Employees Retirement System program as legislated by the State of Alaska.

Employees may elect to contribute a portion of a wage increase to the Teamsters pension plan. Subject to the satisfaction of applicable law and regulations, such employee contributions will be on a pre-tax basis.

Article 6.5 Administrative Fee

Each eligible employee will pay by means of payroll deduction a monthly five dollar (\$5.00) administrative fee to the MOA. The fee will be split equally between the first and second pay periods in each month.

Article 6.6 Employee Assistance Program

Eligible employees may participate in the MOA's Employee Assistance Program (EAP) subject to the provisions of the program.

Article 6.7 Health Care Reform

Should state or federal legislation mandate change in cost, premiums, care coverage, taxes, or penalties, the parties agree to re-open negotiations under Article 6.

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ARTICLE 7
DISCIPLINE AND RESOLUTION OF DISPUTES

Article 7.1 Discipline

In normal circumstances, the MOA shall follow a program of progressive discipline consisting of: oral reprimand, written reprimand, suspension for a period to be determined by the agency head or designee in concurrence with the Labor Relations Director, with or without pay, demotion, or termination of employment. The MOA may impose discipline at any level depending upon the severity or frequency of the offense.

Article 7.1.1 Discipline and Termination of Employment. The MOA and the Union jointly agree that a termination of employment is the most severe disciplinary action that the MOA can take. The MOA agrees to explore the alternatives available for disciplinary action prior to discharging the employee. The MOA retains the right to discipline and/or discharge an employee with status for just cause, which shall be generally defined as any legitimate business or disciplinary reason.

Just cause means that sufficient justification exists for the proposed action against an employee.

The Municipality shall notify the Union of a proposed disciplinary and/or discharge action before the issuance of the proposed disciplinary and/or discharge action to allow the opportunity for a Union representative to be present when such disciplinary and/or discharge action is taken. The reasons for such disciplinary and/or discharge action are to be stated in writing, or by email notification, by the Municipality.

Article 7.2 Grievance Defined

Only complaints or disputes of an employee acting through the Union, arising under this Agreement and involving an alleged violation, misapplication or misinterpretation of this Agreement or complaints of the MOA or the Union are subject to the grievance procedure. The MOA or the Union may file a grievance on its own behalf only when the grievance alleges a violation, misapplication, or misinterpretation of this Agreement which deprives the MOA or the Union of a specific right, power, or entitlement granted or reserved to it in this Agreement. Allegations of unlawful discrimination are shall not be grievable under this Agreement unless all public agencies which might have jurisdiction to investigate such allegations refuse to do so.

A grievance may be filed by the Union on behalf of all employees who are similarly situated. Such class action grievances must identify all members of the class with sufficient particularity to enable the parties to determine who would be affected by the resolution of the grievance. Class action grievances must be signed by one member of the class, and must be filed on the grievance form. MOA and Union class action

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grievances are to be filed in writing commencing at Step Two of this grievance procedure.

The Union shall provide to the Employee Relations Director or designee a list of business representatives who are Union designees for the purpose of pursuing and resolving Union grievance matters. This list is to be resubmitted any time there is a change in personnel on behalf of the Union.

Article 7.3 Grievance Procedure

- A. When a situation arises which becomes a basis for a grievance, the Union and the Municipality shall make every effort possible to informally resolve the issue. In the event that the problem cannot be resolved, the grievance shall be reduced to writing on a standard form agreed to by the parties within ten (10) business days of the event, giving rise to the grievance and the following procedure will be used.

The written form of the grievance is to contain the following information:

1. The nature of the grievance and the specific circumstances out of which it arose;
 2. The remedy requested;
 3. The Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated;
 4. Date of alleged violation(s); and
 5. Signature of the grievant, if applicable, and the union representative.
- B. In the application of this article, business days excludes Saturdays, Sundays, and recognized Municipal holidays. Nothing in this Article is to be construed to prevent settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitration shall be borne equally by the Municipality and Union representing the grievant.
- C. At each step the time requirements may be extended in writing by mutual agreement. Failure by either party to follow the time limits for advancing the grievance to the next step in the grievance and arbitration procedure set forth below shall result in the grievance being resolved against the party failing to follow time limits without precedent.
- D. For cases involving discharge the grievance procedure begins at Step Two of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

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Article 7.3.1 Step One. The written grievance shall be given to the Labor Relations Director or designee within ten (10) business days of when the event giving rise to the grievance occurred. The Labor Relations Director or designee will send the grievance to the appropriate Department Head. The Municipality shall have ten (10) business days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) business days after the Step One meeting the Department Head, in concurrence with the Labor Relations Director or designee must issue a written response.

Article 7.3.2 Step Two. Upon receipt of a denial of the grievance at Step One, the Union shall have ten (10) business days in which to notify the Employee Relations Director or designee that the grievance remains unresolved and that the Union wishes to appeal the grievance to Step Two. If notification is given, then the Union and the Employee Relations Director or designee shall meet within ten (10) business days of that notice to attempt resolution. Within ten (10) business days after the Step Two meeting, the Employee Relations Director or designee shall issue a written response.

In the event that the Union or the MOA files a grievance at Step Two of this procedure, the Employee Relations Director or designee and an authorized representative of the Union shall meet within ten (10) business days of the receipt of that grievance in an attempt to resolve the grievance. Within ten (10) business days of that meeting, the party against whom the grievance is filed shall issue a written response.

Article 7.3.3 Step Three. The request for arbitration may be made by either party and must be made in writing within ten (10) business days of receipt of the Step Two response. The arbitration will be conducted pursuant to the procedural rules set forth in the Labor Arbitration Rules of the American Arbitration Association (AAA) and generally accepted principles of labor arbitration.

Article 7.3.4 Arbitrability. In the event that any question involving the procedural arbitrability of any grievance arises, unless otherwise agreed by the parties, such questions of arbitrability shall be arbitrated in a separate hearing prior to the commencement of arbitration on the merits of the grievance.

Different arbitrators shall be used for the two (2) hearings. The hearing on the merits will not commence until a decision is rendered on the arbitrability questions.

Article 7.3.5 Selection of the Arbitrator. If there is a request for arbitration, the Union and the MOA shall meet within five (5) business days to agree on a mutually acceptable Alaska arbitrator. If no agreement is reached, the parties shall select an arbitrator by utilizing the striking method from a list of seven (7) Northwest arbitrators supplied by the AAA for the purposes of the dispute. Arbitration will commence as soon as practicable following the appointment of the arbitrator. The expenses of arbitration will be borne equally by the MOA and the Union.

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At any point this arbitration selection process can be waived by the mutual consent of the parties.

Article 7.3.6 Authority of the Arbitrator. The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration and the procedural rules of the AAA. The arbitrator shall have no authority to add to, alter, delete or modify any statute, regulation, ordinance or provision of this labor Agreement. The arbitrator has no authority to grant any relief that is not reasonably contemplated by the grievance, or to issue any award on a matter not raised in the grievance. The arbitrator's authority and jurisdiction is strictly limited to the interpretation and application of this agreement.

The decision of the arbitrator shall be reduced to writing unless waived by the parties and shall be final and binding upon all parties. Past practices of the parties may be considered by the arbitrator in interpreting ambiguous contract language.

Article 7.3.7 Service. By agreement of the parties, mail, facsimile transmission, email and/or hand deliveries may be used as the means of filing grievances, responses and requests for extensions of time.

Article 7.3.8 Existing Grievances. All grievances and arbitration cases pending at the time of execution of this Agreement shall be subject to all conditions of the grievance procedure in effect at the time the grievance was filed.

Article 7.3.9 Personnel Files Use in Arbitration. No document contained within an employee's personnel file(s) may be used in arbitration or other hearing, unless timely notice of a copy of the document is provided to the employee at the time it was entered into the employee's file.

The employee shall sign acknowledgment indicating receipt of the document. Such acknowledgment shall not constitute the employee's concurrence with the contents of the document.

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**ARTICLE 8
WORK RULES**

Article 8.1 Safety

Safety rules shall be as follows:

- A. The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.
- B. The regulations concerning safety and equipment standards shall be governed by local, state, and federal government rules, which shall be followed by the MOA, the Union, and all employees.
- C. Employees are required to perform pre and post trip inspections consistent with department policy. All equipment, which is unsafe or in need of repair, shall be reported to the appropriate supervisor or designee, who shall take appropriate steps to correct the items reported. Employees shall report all pre-trip defects and deficiencies to the appropriate supervisor or designee prior to operating the equipment. No employee shall be disciplined for refusing to operate unsafe equipment.
- D. All equipment which is unsafe shall be reported to the appropriate supervisor or designee, who shall take immediate steps to correct the items reported. No employee shall be disciplined for refusing to operate unsafe equipment.
- E. Employees shall immediately report all vehicle accidents involving either a MOA vehicle or a personal vehicle driven on paid work time. Employees shall not leave the scene of the accident unless advised to by their supervisor or to obtain emergency medical treatment. A police officer or other appropriate official at the scene may direct employees to move the vehicles for safety reasons.
- F. Employees must report all work related injuries/illnesses immediately to their supervisor. Employees must submit all work related injury/illness reports prior to leaving the work place from the shift in which the injury/illness occurred, unless immediate medical care is needed. If emergency medical care is needed, the injury/illness report must be submitted as soon as possible. Employees must use any and all safety equipment paid for or furnished by the MOA. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- G. The MOA shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions. The MOA shall furnish seat belts

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for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.

H. The Municipality shall establish regular safety meetings for each department not less than once per month during working hours and all employees will be required to attend without loss of pay.

Article 8.2 Protection of Municipal Property

Employees are required to use their best efforts to protect municipal property. Employees may be subject to appropriate disciplinary action for violation of this Article.

Article 8.3 Hand Tools

The MOA will provide common hand tools of the trade, which the MOA deems necessary to complete the work assigned. The MOA will not be responsible for hand tools personally owned by an employee and used at the employee's discretion.

Article 8.4 Lockers

The MOA will furnish lockers where they are necessary, as determined by the MOA. Any such lockers shall remain the property of the MOA and the MOA shall have free access to all such lockers.

Article 8.5 Uniforms, Special Clothing, And Required Safety Footwear

A. The MOA will furnish, clean, and maintain uniforms and special clothing only where such uniforms and special clothing are required by the MOA or applicable OSHA or other applicable safety regulations for regular employees. Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of the employee's employment.

B. Each regular employee, required by the MOA, based on the nature of the work to wear safety footwear, shall be reimbursed for the actual cost of safety footwear, not to exceed the sum of one hundred and seventy-five dollars (\$175.00) one time every twenty-four (24) month period. The employee shall be required to submit a receipt for the safety footwear. When circumstances require an employee to exceed the allowance, additional monies may be approved by the Department director or designee.

Article 8.6 Access to MOA Property

Employees shall have access to non-public MOA property only when on duty and only to the extent required by their duty. Non-employee Union representatives shall have access to municipal property only as specified in Article 2.11.5 of this Agreement, Visits to Employer Work Locations.

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Article 8.7 Revocation of License

In the event an employee shall suffer a revocation of a license because of a violation or violations by the MOA of any federal, state, or local law, the MOA shall provide suitable and continued employment for such employee at not less than the employee's standard rate of pay at the time of revocation of the license. The employee shall be reinstated to the position held prior to revocation of the license after the license is restored. The employee shall lose no pay, benefits, or seniority upon the event of revocation of the license because of a violation of federal, state, or local law by the MOA. The MOA shall pay any expenses and/or judgments rendered against the employee in case of revocation of the employee's license because of a violation or violations by the MOA of any federal, state, or local law.

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ARTICLE 9
MISCELLANEOUS PROVISIONS

Article 9.1 Educational Assistance

Employees will be entitled to educational assistance in accordance with Municipal Personnel Rule 16 (AMC 3.30.162) which provides as follows:

A. Educational and Training Assistance. The Municipality offers, as part of its Employee Development Program, Educational and Training Assistance payment for certain college courses and other training opportunities of benefit to the organization. Guidelines for participation and administration of educational and tuition assistance shall be established through the Mayor's Policies, Procedures, and applicable Personnel Rules.

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**ARTICLE 10
SCHEDULING**

Article 10.1 Scheduling by Municipality

The MOA shall schedule all work and all employees. Any changes to the work schedules for full-time employees will be posted on the appropriate workplace bulletin boards as far in advance as practicable. Employees and Union will be given, as far in advance as practicable, notice of any shift changes, reporting location changes, or schedule changes.

A. The bargaining unit employee who has the longest term of service in the department as a regular full-time employee shall be first on the seniority list for purposes of scheduling vacations and for other purposes deemed appropriate by the department head, including the bidding of shifts.

B. If any employees share the same hire or rehire date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.

Article 10.2 Scheduled Workweek

Regular full-time employees, who meet the forty (40) hours a week requirement prior to the end of their scheduled workweek may, with supervisory approval, choose not to work their remaining regularly scheduled hours and shall not have their leave reduced.

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ARTICLE 11
PUBLIC TRANSPORTATION DEPARTMENT

The Municipality of Anchorage and the Union recognize and agree there are specific conditions which exist in a public transportation operation which are unique to that industry. The parties agree that the following are applicable to represented employees in the Public Transportation Department.

Article 11.1 Definitions

Extra Board Driver. A bus operator who is not assigned to a permanent work roster and who is working day-to-day work assignments, or who is on a temporary assignment for a regularly assigned operator on either a definite length vacation bid or an indefinite length assignment for an absent operator.

Meal Break. A scheduled, unpaid period between thirty (30) and sixty (60) minutes in length and commencing as near to the midpoint of the shift as the particular run allows.

Layover/Recovery Time. The time provided at the end of each trip to allow the operator to get the bus back on time.

Platform Time. The time during which an operator operates the revenue vehicle in service or in deadheading (including layover periods in the vehicle at a rest point). Does not include unpaid meal periods.

Relief Time. The time provided at the end of each trip for personal comfort for the drivers.

Split Shift. All scheduled work which has an unpaid break of more than (60) minutes.

Long Split Shift. Any split shift that has five (5) or more hours between the shifts and has a spread time (first scheduled clock-in to last scheduled clock-out) of thirteen (13) hours or greater.

Standby Operator. A bus operator who is assigned to report and clock-in at a designated time and to remain available for immediate work during the specified time to perform work designated by Management, such as an unfilled work run, bus trade out, etc. Standby ends when the operator assumes an unfilled run or at the end of the designated time if a run is not available, unless retained by the supervisor for a longer period.

Article 11.2 Maximum Hours/Days

Except in an emergency, employees will not be allowed to work more than six (6) days in a workweek without a day off, nor will they be able to work more than thirteen (13) hours per day, two (2) days in a row. No employee will be allowed to work more than fifteen (15)

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hours in a single workday.

Article 11.3 Involuntary Overtime

When extra work occurs and nobody volunteers for such work, the least senior employee(s) available in the classification will be required to work progressing up the seniority list until all outstanding work is filled.

The following conditions will cause the least senior employee(s) to be bypassed for involuntary overtime:

- A. If the employee has worked thirteen (13) or more hours the previous day, either forced or voluntarily.
- B. If the forced work would result in the employee not having any day off that workweek.

Article 11.4 Shift and Split Shift Differentials

In accordance with Article 11.5, shift and split shift differentials shall be established by the work-run at the time of bid and will remain with those work-runs regardless of how they are dispatched on a daily basis. Employees shall receive three percent (3%) of their factored hourly rate for all hours worked on a swing shift work-run, four percent (4%) of their factored hourly rate for all hours worked on a split shift work-run, and five percent (5%) of their factored hourly rate for all hours worked on a long split shift work-run. The shift differentials do not pyramid on one another. Auxiliary work such as safety meetings and committee meetings shall be paid at the regular factored hourly rate and not be subject to shift differentials. Additionally, unauthorized early clock-ins will not pay any shift differentials.

Article 11.5 Operator Work Assignments

The Public Transportation Department will post regular work assignments for bid at least twice each year. Bidder priority shall be based on seniority. Any permanent change to a work roster(s) that causes a permanent change of more than thirty (30) minutes within a workday will result in reposting the affected work roster(s). If the effective date of the permanent change is within thirty (30) days of a system bid, the MOA is not required to rebid such work prior to the system bid.

Article 11.6 Operator Uniforms and Special Clothing

The MOA will furnish uniforms and special clothing where required by the MOA. The standards pertaining to uniforms shall be those established by the Public Transportation Department. The amount of initial issue and replacement shall include five (5) shirts, one (1) winter jacket and a choice of one (1) sweater, vest or summer jacket. Uniforms damaged due to normal wear and tear will be returned to the MOA and replaced.

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Employees shall be responsible for maintaining and cleaning all uniforms and special clothing provided by the MOA, except that the MOA will reimburse the employee for dry cleaning of the uniform jacket and/or sweater up to a total of one (1) time per calendar year. Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of the employee's employment.

Article 11.7 Extra Board

A. Daily Work Assignments.

1. Extra Board operators must be available for five (5) days or forty (40) straight time hours, whichever occurs first. If Extra Board employees have accumulated less than forty (40) hours by Friday night, they will have the option of accepting weekend work until they have accumulated forty (40) hours prior to any work being offered to the overtime roster.
2. Extra Board operators may be assigned to weekend availability with consecutive midweek days off. Weekend Extra Board personnel will be offered work first on weekends. If weekend Extra Board employees accumulate forty (40) hours prior to the weekend, they will have been deemed to have satisfied their availability requirements and will be offered work only from the overtime roster. Weekend Extra Board employees will be offered weekday work on their scheduled days off, after the regular weekday Extra Board, but prior to the overtime roster.
3. During days of availability, an Extra Board operator shall either be available to work and accept work in accordance with the applicable work selection procedure or be on approved leave. This availability obligation for the day is not satisfied until the Extra Board operator has worked a complete work assignment, or pieces of different work-runs, totaling a minimum of seven (7) hours and fifteen (15) minutes. A full straight work-run or both halves of a split work-run constitute a complete work assignment. Extra Board's availability obligation will be dispatch opening until two (2) hours prior to closing.
4. On weekdays, the daily placement on the Extra Board shall be on the basis of seniority. All available work will be offered to the Extra Board beginning with the most senior available employee that day and proceeding down the list. Standby Operator time may be withheld and offered off the overtime sign-up list only if there is not foreseeable p.m. work for the day. Once an employee accepts any piece of work for the day, that employee's name will drop to the bottom of the list. Subsequent work offered to the Extra Board for that day will be on a rotation basis. Extra Board employees may pass work provided there are junior Extra Board employees available to accept the passed over work.

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5. On weekends, work will be offered to eligible Extra Board employees and other operators who have accrued less than forty (40) straight time hours in ascending order of total hours worked for that week. Saturday work will be offered first to eligible operators. After available Saturday work is offered, the total hours for the week will be recalculated and Sunday work offered in ascending order of total hours worked for that week. Extra Board employees, except those who may be assigned as weekend Extra Board, may pass weekend work.
6. Extra Board employees who are not available during a period when they are required to be available and who are not on approved leave, will be rotated to the bottom of the Extra Board list as though they had worked an assignment.
7. Errors made in the assignment of Extra Board work shall be corrected by paying the affected employee two (2) hours of their factored rate of pay, provided additional work is not immediately available. If work is not immediately available, the employee may leave, but shall receive the two (2) hours factored rate of pay. The affected employee shall have their name placed at the top of the Extra Board roster for the remainder of the day.
8. The MOA pledges that it will make every effort to maintain the prescribed seniority/rotation and Extra Board assignment procedures. However, the parties acknowledge that customer service is the first priority and the parties agree that the MOA may use any operator available to meet an emergency.
9. A daily Extra Board employee assigned to and completing a full work assignment that is less than eight (8) hours on a given day shall be offered extra work prior to the work being offered to the part-time or overtime rosters. A daily Extra Board employee under this paragraph may decline any/all such work.

B. Vacation/Indefinite Work Rosters.

1. All vacation/indefinite work rosters will be posted and awarded to the most senior operator that has bid on that roster. Extra Board employees may bid on any/all vacation/indefinite roster(s) posted. If the Extra Board employee is awarded such a roster, any vacation/indefinite run they may be currently awarded will be terminated at the end of the current workweek.
2. Unassigned Extra Board employees will be assigned in reverse seniority order to any unfilled vacation/indefinite work roster posting. Unassigned means not currently filling a vacation/indefinite posting.
3. An Extra Board employee cannot bump another employee from a vacation/indefinite posting.

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C. Unassigned Regular Work Rosters. Unassigned Extra Board employees will be assigned to any unfilled permanent work roster posting(s). Unassigned means not currently filling a vacation/indefinite roster. When an Extra Board driver is so assigned, they must remain on the work until a less senior Extra Board employee becomes available to take over the roster.

When a regular roster is filled by forcing an Extra Board employee to work, the work roster will remain posted until filled in the normal manner.

Article 11.8 Part-Time Work Rosters

A. Operators on work rosters paying less than forty (40) hours per week will be offered and eligible to accept extra work on a daily basis (only those days that pay less than eight (8) hours) prior to work being offered at overtime and after the Extra Board is exhausted. An employee will only be offered work in this category until the total of their straight-time hours equals or exceeds forty (40) hours. At that time, the employee will only be eligible for work from the overtime sign-up list.

B. Operators on part-time work rosters who have less than forty (40) hours at the end of their shift on Friday will also be afforded the opportunity for weekend work prior to any such work being offered from the overtime sign-up list. Operators will be placed on the weekend dispatch list, along with any Extra Board employees who have less than forty (40) hours in order of least number of hours worked during the week, first on the list.

Article 11.9 Guaranteed Relief

No employee shall be allowed to work, except in an emergency, when he or she has not had sufficient off-duty time as described below:

A. If the employee has worked thirteen (13) or more hours on any day, he or she will not be eligible for any work on the following day until he or she has had a minimum of eight (8) consecutive hours off.

B. If an employee works less than thirteen (13) hours in a day, he or she may accept work that provides a minimum of seven (7) consecutive hours off.

C. No employee may waive the eight (8) hour relief on two (2) consecutive days.

D. If an employee elects to return to work as described in Subsection (B), they will be compensated at the appropriate rate of pay.

E. If an employee is forced to work with less than the eight (8) hour break, all hours that the employee is required to work until receiving at least an eight (8)

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consecutive hour break, shall be paid at the overtime rate.

F. Extra Board operators who are at the top of the seniority/rotation list and who would not receive the eight (8) (or seven [7] hour) break if they took an available Extra Board assignment, will not be offered any assignment. However, they shall remain at the top of the rotation list and receive the next assignment which they can work after the guaranteed eight (8) hour break.

Article 11.10 Meal Breaks

Management will strive to provide meal breaks for drivers; however, the parties acknowledge and agree that the provision of convenient route schedules for passengers is an integral part of the Public Transportation Department mission. Therefore, some runs may be scheduled without meal breaks. The MOA agrees to keep these runs to a minimum, consistent with accomplishment of the Public Transportation Department mission. When meal breaks are scheduled, such breaks shall be between thirty (30) and sixty (60) minutes in length and will commence as near to the midpoint of the shift as the particular run allows. Meal breaks are unpaid. Five (5) minutes of any unpaid meal break shall be compensated at the operator's factored rate of pay as bus staging time. Meal breaks may commence no sooner than two (2) hours after the bus operator's clock-in time and may end no later than two (2) hours before the operator's clock-out time. The MOA will make every effort to schedule meal breaks at malls or other locations with suitable amenities. Whenever the meal break lasts twenty (20) minutes or less, the meal break will be paid at one hundred percent (100%) of the employee's factored rate of pay.

Article 11.11 Layover/Recovery Time/Relief

The parties agree that layover/recovery/relief-time should be sufficient to allow operators time for personal comfort. If platform time exceeds two (2) hours, the MOA will ensure that runs are scheduled with a minimum of ten percent (10%) layover/recovery/relief-time, compared to total platform times, or operators will receive a pay allowance bringing their layover/recovery/relief-time up to twenty-four (24) minutes for each four (4) hours scheduled platform time. The Public Transportation Department shall provide a minimum of four (4) minutes at the end of each trip.

The MOA does not guarantee receipt of layover/recovery/relief time, however, problem runs with schedules written too tightly to consistently provide the scheduled layover/recovery/relief time will be investigated by the MOA and a written response provided to the employee within twenty-one (21) calendar days of written notification of the schedule being written too tightly. Any correction of the defective schedule may involve either a pay allowance or a schedule revision. If the pay allowance is warranted then it will become effective retroactive to the day the employee submitted the written notification to the MOA and will be paid to employees assigned to the tight schedule until a schedule revision is completed.

A scheduling/running time review committee will consist of three (3) Union

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representatives and three (3) Management representatives to assess schedule times and layover/recovery times. Recommendations shall be forwarded to the agency head for review. Any necessary corrections shall be made during the next bid, if possible, and if not, with the next service change. Committee members shall be compensated at their factored rate of pay.

Article 11.12 Bus Operator Overtime

A. Policy

- 1. Regular Bid Operators.** All hours inclusive of and incidental to the work run on any given work day shall be paid at the straight time rate of pay unless forty (40) hours have already been worked at straight time. Incidental time shall be defined as late clock-out due to weather, heavy traffic, etc.

- a. Extra work assigned beyond the regular work run shall be paid at the overtime rate; provided, the employee has driven at least eight (8) hours that work day. Extra work is defined as any trips made which are not directly related to the assigned run.

- 2. Extra Board Operators.**

- a. Overtime for Extra Board operators who are on a vacation or relief bid will be handled the same as the regular bid operator.

- b. Overtime for Extra Board operators working daily work from the board will be handled as follows:

Complete Work-Run. Complete work-runs shall be handled the same as the regular bid operator.

Multiple Work-Runs. When an employee drives multiple pieces of work on any work day, any time over eight (8) hours in the work day will be paid at the overtime rate of pay. Multiple pieces of work is defined as two different work-runs or pieces of different work-runs.

- 3. Standby Operators.** Standby time shall be paid at the factored straight time rate of pay until the standby operator has worked more than forty (40) hours in the work week or:

- a. The standby operator has an assigned run of eight (8) hours or more on the work day the standby occurs; or

- b. The standby operator has an assigned run of less than eight (8)

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hours and when the standby time is added to the work run, the total time exceeds eight (8) hours.

c. Standby time ends when the standby employee starts available work.

B. Assignment of Overtime Work. When the Extra Board has been exhausted, all overtime shall be dispatched from the overtime sign-up list. Work shall be dispatched in seniority order beginning with the most eligible employee from the overtime sign-up list. Once an employee has accepted overtime work, that employee will rotate to the bottom of the list for that day. Split shifts may be offered as two (2) pieces of work. In the event a significant cost increase results from the seniority based overtime, the Union and the MOA will meet to discuss options to reduce costs.

C. Errors in Overtime Assignment. An employee who is notified of an error in the overtime assignment after they have arrived at the worksite shall be paid two (2) hours of their factored rate of pay and shall not be required to remain at the worksite.

Article 11.13 Court Leave

Employees called for jury duty shall be treated as being on approved paid time off and shall receive Court Leave compensation for the period when at court in accordance with the CBA. Employees subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality shall be treated in the same manner.

Court Leave paid time off shall be for the hours the employee served and was otherwise scheduled to work and shall not be deducted from the employee's personal (annual) leave account. Time served on court leave does not count towards time worked for calculating overtime.

Bus Operators will be temporarily reassigned to a straight day shift commencing at the time they start jury duty with scheduled consecutive hours equivalent to their regularly assigned work day for the day(s) of such jury duty and will be compensated at their factored rate of pay, provided that such days are part of their regularly scheduled workweek.

Employees called for jury duty on their day(s) off will not be affected by this policy unless they are selected for a trial that runs beyond their scheduled day(s) off.

In the event that an employee is impaneled on a jury or is required to report to the court at or after 12:00 p.m., the employee will not be temporarily reassigned to a day shift and will be expected to work in the morning (if applicable) and receive thirty (30) minutes of

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travel time to the Courthouse.

Employees may request and shall be approved annual leave for the balance of their day if requested by 6:30 p.m. on the day prior to jury duty. When done with jury duty for the day, the employee will call Dispatch to report actual jury duty time. If prior leave has not been requested and approved, the employee will consult with Dispatch to receive instruction regarding the rest of their shift hours for the day and/or to request personal leave for the remainder of the day.

Up to thirty (30) minutes of travel will be allowed between the work site and the Courthouse for each direction, if applicable.

Employees will submit a letter from the Jury Clerk identifying the hours worked for the day.

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ARTICLE 12
SOLID WASTE DEPARTMENT

Article 12.1 Rest Breaks

Except in an emergency situation, all employees shall be allowed one (1) rest break not to exceed thirty (30) minutes in duration during the first (1st) half of the shift. When working other than the regular shift, when the work situation permits, rest breaks shall be taken each two (2) hours in fifteen (15) minute increments. No rest breaks will be taken during the last half hour of work.

Article 12.2 Meal Breaks

Meal Breaks. Meal breaks will be one-half (1/2) hour unpaid, as designated by the MOA from the time the employees break at the job site for lunch and return there from lunch. The beginning of the meal period may be accelerated or delayed, as the case may be, but not to exceed thirty (30) minutes, at the discretion of the Management person in charge, to facilitate the orderly completion of the work schedule. No meal breaks will be taken during the last half hour of work. Where the nature of the work does not permit scheduled meal breaks, the MOA shall make alternate arrangements to enable employees to eat a meal.

Article 12.2.1 Combination of Breaks. Breaks may be combined when the work situation permits and as allowed by Management.

Article 12.3 Guaranteed Relief

Employees are guaranteed a break of eight (8) consecutive hours between their regularly scheduled shifts. If an employee is required to report to work without having had this break, the hours he or she is required to work until receiving at least an eight (8) consecutive hour-break, shall be paid at the overtime rate.

Article 12.4 Route Vacancies

All route vacancies shall be bid by seniority, with the most senior employee in each classification having the first choice of routes and all others following in order of seniority within the classification.

Article 12.5 Court Leave Reporting

Article 4.7 Court Leave will be followed by employees when called for jury duty or when subpoenaed as a witness for the Municipality, or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality.

The exception to Article 4.7 Court Leave is that employees called for court or jury duty will report to the job site at the normal starting time. Employees will be released from work

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allowing sufficient time to report as scheduled by the court. When released from court for the day, the employee shall be allowed up to thirty (30) minutes of paid travel time to report to work for the remainder of the shift. The employee may request annual leave, rather than report to the work site either before or after court.

Article 12.6 Solid Waste Services Overtime

A. Policy. Overtime may be worked only when scheduled and directed by the MOA. All hours worked in excess of an employee's regularly scheduled shift shall constitute overtime.

B. Voluntary Overtime. Where the requirement to work overtime can be reasonably anticipated and scheduled, such overtime shall initially be offered on a rotating basis to qualified employees who have signed a volunteer list by classification at each work unit.

Undesired overtime shall be assigned in inverse order of seniority by classification. The Municipality's obligation in assigning overtime off the volunteer list is limited to calling the employee first at work, if on duty, and then at the employee's home or at a single contact number which has been provided by the employee. Overtime work, which is continuous with the regular work assignment, need not be separated from the assignment. For call out overtime in emergency situations, preference shall be given to qualified employees on the volunteer list. If no individuals are available, qualified employees shall be assigned by the Municipality, as necessary.

C. Exception Shifts. Shifts consisting of more than ten (10) hours in a workday, and exceptions to the above-referenced rules regarding the mandatory payment of overtime, may be established by mutual agreement of the parties.

Article 12.7 Shift Differential

Employees shall receive shift differential premium pay per this Article based upon the majority of continuous hours worked during their scheduled shift. In those cases where the hours worked are evenly split, the higher shift differential shall apply. The start of an employee's shift will not be established or changed solely to cause the majority of hours to be paid at the lower shift differential rate. The shift differential for swing shift is three percent (3%) of an employee's factored hourly rate of pay. The shift differential for the night shift is six percent (6%) of an employee's factored hourly rate of pay.

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ARTICLE 13
CLASSIFICATION AND WAGE RATES

Article 13.1 Classifications

Grade	Job Classification Title
10	Swamper
13	Bus Operator
17	Residential Refuse Equipment Operator Refuse Repair Technician Sideload Operator Loadpacker Operator
18	Commercial Refuse Equipment Operator
19	Refuse Leadman
20	Refuse Collection Foreman (Working)

Article 13.2 2017 Wage Schedule

Effective the first full pay period after Assembly approval of this Agreement, the hourly wage rate schedule below shall reflect an increase of one and one-half percent (1.5%).

Grade	Step 1	Step 2	Step 3	Step 4
10	\$19.62	\$20.59	\$21.62	\$22.71
13	\$23.85	\$25.00	\$26.28	\$27.59
17	\$27.59	\$28.99	\$30.43	\$31.92
18	\$28.99	\$30.43	\$31.92	\$33.54
19	\$30.43	\$31.92	\$33.54	\$35.24
20	\$31.93	\$33.54	\$35.24	\$36.99

Article 13.2.1 Effective the first full pay period following Assembly approval of this Agreement, all regular employees will receive a lump sum payment of four hundred dollars (\$400.00).

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Article 13.3 January 2018 Wage Schedule

Effective the first full pay period on or after January 1, 2018, the hourly wage rate schedule below shall reflect an increase of one and one-half percent (1.5%).

Grade	Step 1	Step 2	Step 3	Step 4
10	\$19.91	\$20.90	\$21.94	\$23.05
13	\$24.21	\$25.38	\$26.67	\$28.00
17	\$28.00	\$29.42	\$30.89	\$32.40
18	\$29.42	\$30.89	\$32.40	\$34.04
19	\$30.89	\$32.40	\$34.04	\$35.77
20	\$32.41	\$34.04	\$35.77	\$37.54

Article 13.4 January 2019 Wage Schedule

Effective the first full pay period on or after January 1, 2019, the hourly wage rate schedule below shall reflect an increase of one and one-half percent (1.5%).

Grade	Step 1	Step 2	Step 3	Step 4
10	\$20.21	\$21.21	\$22.27	\$23.40
13	\$24.57	\$25.76	\$27.07	\$28.42
17	\$28.42	\$29.86	\$31.35	\$32.89
18	\$29.86	\$31.35	\$32.89	\$34.55
19	\$31.35	\$32.89	\$34.55	\$36.31
20	\$32.89	\$34.55	\$36.31	\$38.12

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ARTICLE 14
TERMS OF AGREEMENT, RENEGOTIATION

Article 14.1 Effective Date and Duration

The Agreement will be effective from date of ratification by both parties as required by AMC 3.70.130A. This Agreement shall expire at midnight on December 31, 2019.

Article 14.2 Renegotiation

A party wishing to negotiate a successor agreement to this Agreement must notify the other party to this Agreement not less than one hundred and twenty (120) calendar days before the expiration date of this Agreement. If either party wishes to negotiate a successor agreement and properly notifies the other party, both parties must participate in the negotiations. Negotiations must commence at least ninety (90) days before the expiration date of this Agreement. If no party properly notifies the other party of an intent to negotiate a successor agreement, this Agreement shall be automatically renewed for a period of one (1) year from its expiration date and for successive periods of one (1) year each for so long as there is no proper notification of an intent to negotiate a successor to this Agreement.

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TEAMSTERS LOCAL 959


Tim Morgan
Business Representative


Dale Miller
Business Representative


Martin Bethke
Committee Member


Sherry Himes
Committee Member


Rick Newsham
Committee Member


Rick Boyles
Secretary-Treasurer

MUNICIPALITY OF ANCHORAGE


Misti Vignola
Labor Relations Director


Blair Christensen
Municipal Attorney II


Abul Hassan, Director
Public Transportation Department


Evalu Filitaula
Solid Waste Services


Courtney Petersen
Management and Budget


Mya Renken
Employee Relations


Karen Norsworthy
Acting Employee Relations Director


Ethan Berkowitz
Mayor

ATTEST:


Municipal Clerk

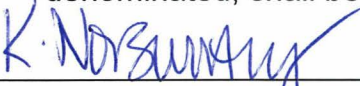


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ACKNOWLEDGEMENT AND CERTIFICATION

Pursuant to Anchorage Municipal Code section 3.70.130 D, each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation by each duly authorized representative signing on behalf of a party. The undersigned duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

- A. This agreement complies with Anchorage Municipal Code section 3.70.130.
- B. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated, shall be deemed null and void, and any payments made shall be recoverable by the Municipality.
- D. Absent Assembly approval as required by section 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
- E. Section 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of section 3.70.130 are subject to fines and penalties under section 1.45.010.
- G. Remedial actions: In the event the provisions of section 3.70.130 are violated by administrative action, any labor agreement, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall be null and void with no force or effect.




Municipality of Anchorage
Employee Relations Director



Teamsters Local 959
Business Representative

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority vote of the members of the Anchorage Assembly, at a properly called meeting on the 13th day of June 2017.

MUNICIPALITY OF ANCHORAGE
DATED: 7/10/2017
BY: Lisa Schleusner
ITS Deputy Municipal Clerk




MUNICIPALITY OF ANCHORAGE
TEAMSTERS LOCAL 959

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority of the members of the bargaining unit present and voting, at properly called meetings on the 26 day of April.

TEAMSTERS LOCAL 959

DATED: 4-26-17

BY: Tim Morgan

Its 

**APPENDIX A
MOA DRIVING CONVICTION GUIDELINES**

Municipality of Anchorage Driving Conviction Guidelines

The following is the minimum standard for consideration for Municipal positions that require driving in order to perform the essential duties of the position. "Consideration" is not a guarantee that the applicant will be forwarded for further review or selected for hire. In determining if an applicant's driving record is "acceptable," the examiner will use the date of conviction(s) and the date of the employment application.

Category	Type of Conviction(s)	Number of Convictions	0 to 3 Years (0 to 36 Months)	4 to 5 Years (37 to 60 Months)	6 to 10 Years (61 to 120 Months)	11 Years & Beyond (121 + Months)
I	DUI/DWI or Refusal to Submit to a Chemical Test	1	Not acceptable	Acceptable	Acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with a suspended, revoked or cancelled license	1	Not acceptable	Acceptable	Acceptable	Acceptable
III	Combination of category I and II	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	Combination of category I and II	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
IV	Other moving violations	3 or more	Not acceptable	Acceptable	Acceptable	Acceptable

The Employee Relations Director retains the right to waive applicant disqualification based on the facts of the situation.

MUNICIPALITY OF ANCHORAGE
TEAMSTERS LOCAL 959

Appendix B
Union Seniority Tie-Breaker

<i>Position Drawn</i>	<i>Last name Begins with</i>	<i>Seniority Award</i>
1	"E"	1 st
2	"V"	2 nd
3	"G"	3 rd
4	"I"	4 th
5	"F"	5 th
6	"K"	6 th
7	"M"	7 th
8	"W"	8 th
9	"A"	9 th
10	"Z"	10 th
11	"H"	11 th
12	"Y"	12 th
13	"X"	13 th
14	"O"	14 th
15	"T"	15 th
16	"Q"	16 th
17	"L"	17 th
18	"U"	18 th
19	"R"	19 th
20	"C"	20 th
21	"J"	21 st
22	"B"	22 nd
23	"P"	23 rd
24	"D"	24 th
25	"N"	25 th
26	"S"	26 th

MUNICIPALITY OF ANCHORAGE
TEAMSTERS LOCAL 959

Appendix C

ADMINISTRATIVE AGREEMENT

by and between

MUNICIPALITY OF ANCHORAGE (Municipality)

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTER LOCAL 959 (Teamsters)

Teamsters-AL-2017-01

Subject: Neighborhood and Commuter Routes Pilot Program (Pilot Program)

This Administrative Agreement is between the Municipality and the Teamsters. The Municipality and Teamsters are parties to a Collective Bargaining Agreement (CBA).

This Administrative Agreement establishes an understanding between the Municipality and the Teamsters regarding the pilot program for neighborhood and commuter routes. The Public Transportation Department (PTD) is seeking an extension of services to the current MV Public Transportation Inc. contract (set to expire June 30, 2019) to provide on a trial basis a fixed Pilot Program that will transport riders from residential neighborhoods and commuter services to PTD bus routes.

Effective upon Assembly approval of this Agreement and implantation of the Pilot Program, the Pilot Program will be outside the terms and conditions of the Teamsters CBA. The parties agree not to challenge the Pilot Program under Article 2.17 of the Teamsters CBA.

Pursuant to Anchorage Municipal Code (AMC) 3.70.130 D., each and every collective bargaining contract, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall include a summary of requirements and remedial provisions, and the certification under oath or affirmation by each duly authorized representative signing on behalf of a party. The duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

- A. This agreement complies with AMC 3.70.130.
- B. AMC 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
- C. Absent Assembly approval as required by AMC 3.70.130, any modification or amendment, no matter how denominated, shall be deemed null and void, and any payments made shall be recoverable by the Municipality.
- D. Absent Assembly approval as required by AMC 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
- E. AMC 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
- F. Intentional actions in violation of AMC 3.70.130 are subject to fines and penalties under AMC 1.45.010.
- G. Remedial actions: In the event the provisions of AMC 3.70.130 are violated by administrative action, any labor agreement, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall be null and void with no force or effect.

AGREED TO AND SIGNED FOR BY:

Teamsters



Tim Morgan
Business Representative

4-12-17

Date

MUNICIPALITY OF ANCHORAGE



Karen Norsworthy
Acting Employee Relations Director

4.12.2017

Date