COLLECTIVE BARGAINING AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL 302

&

MUNICIPALITY OF ANCHORAGE

July 1, 2008 - June 30, 2013

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE	1
ARTICLE 2	GENERAL PROVISIONS	
Article 2.1	Purposes of Agreement	2
Article 2.2	Scope of Agreement	2
Article 2.3	Definitions	2
Article 2.4	Applicability of Personnel Rules Ordinance	5
Article 2.5	Recognition	5
Article 2.6	Non-Discrimination	5
Article 2.7	Gender	6
Article 2.8	Plurality	6
Article 2.9	No Strike, No Lockout	6
Article 2.10	Management Rights	6
Article 2.11	Employee Representative Rights	6
Article 2.12	Complete Agreement	10
Article 2.13	Amendment of Agreement	10
Article 2.14	Separability and Savings	10
Article 2.15	Successors and Assigns	10
Article 2.16	Productivity	11
Article 2.17	Contracting Out	11
Article 2.18	Meet And Confer	11
Article 2.19	Provisions of Seasonal Employees	12
Article 2.20	Provisions of Temporary Employees	13
ARTICLE 3	HIRING, PROMOTION, DEMOTION, AND TERMINATION OF EMPLOYMENT	
Article 3.1	Hiring Procedures	15
Article 3.2	Employment Probation	16
Article 3.3	Seniority	18
Article 3.4	Evaluation of Employee	19
Article 3.5	Filling Vacancies By Transfer, Promotion Or Demotion	20
Article 3.6	Layoff and Recall from Layoff	22
Article 3.7	Discipline and Termination of Employment	24
Article 3.8	Work by Non-Employees	25

ARTICLE 4 HOLIDAYS AND LEAVE

Article 4.1	Recognized Holidays	26
Article 4.2	Holiday During Annual or Sick Leave	26
Article 4.3	Paid and Unpaid Time Off Policy	27
Article 4.4	Non-Cashable Sick Leave Account	31
Article 4.5	Cash Value of Leave	32
Article 4.6	Bereavement Leave	32
Article 4.7	Blood Donation Leave	32
Article 4.8	Court Leave	33
Article 4.9	Military Training Leave	34
Article 4.10	Occupational Injury/Illness Leave	34
Article 4.11	Leave Without Pay	36
Article 4.12	Medical Leave Without Pay	37
Article 4.13	Educational Leave Without Pay	38
Article 4.14	Personal Leave Without Pay	38
Article 4.15	Programmed Leave Without Pay	39
Article 4.16	Family Leave	40
Article 4.17	Unauthorized Absences	42

ARTICLE 5 COMPENSATION

Article 5.1	Wage Rates	43
Article 5.2	Starting Rate On Initial Employment	43
Article 5.3	Overtime Pay	44
Article 5.4	Shift Differential	44
Article 5.5	Holiday Pay	44
Article 5.6	Longevity, Service Recognition and Performance Pay	45
Article 5.7	Standby Pay	48
Article 5.8	Call Out Pay	48
Article 5.9	Wait Time Pay	49
Article 5.10	Travel Pay	49
Article 5.11	Meal Allowance	49
Article 5.12	Deductions From Pay	49
Article 5.13	Work in a Different Classification	49
Article 5.14	Reclassification Request	50
Article 5.15	Pay Day and Pay Time	50
Article 5.16	Errors in Pay	50
Article 5.17	Mid-Term Classification Changes	51

ARTICLE 6 HEALTH AND SECURITY

Article 6.1 Health & Welfare Benefits 52
Article 6.2 Savings Plan 54
Article 6.3 Retirement 54
Article 6.4 Health Care Reform 55
Article 6.5 PreTax 55
Article 6.6 Change in Contributions to Wages and/or Fringe Benefit 55

ARTICLE 7 DISCIPLINE AND RESOLUTION OF DISPUTES

Article 7.1 Discipline 56
Article 7.2 Grievance Defined 56
Article 7.3 Grievance Procedure 56

ARTICLE 8 WORK RULES

Article 8.1 Safety 60
Article 8.2 Protection of Municipal Property 61
Article 8.3 Handtools 61
Article 8.4 Lockers 61
Article 8.5 Uniforms, Required Safety Footwear, & Special Clothing 61
Article 8.6 Access To MOA Property 62
Article 8.7 Revocation of License 62
Article 8.8 Safety Award Incentive Program 63

ARTICLE 9 MISCELLANEOUS PROVISIONS

Article 9.1 Educational Incentive 65
Article 9.2 Union Training Program 65

ARTICLE10 SCHEDULING

Article 10.1 Scheduling By Employer 67
Article 10.2 Scheduled Work Week 67
Article 10.3 Rest Breaks 67
Article 10.4 Meal Break 67
Article 10.5 Overtime 67
Article 10.6 Starting Times, Reporting Locations, and Work Schedules 68
Article 10.7 Shifts 69
Article 10.8 Guaranteed Relief 69
Article 10.9 Call-Outs 69

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 the International Union of Operating Engineers, Local 302, hereinafter referred to as the "Union."

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 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 **Appointment**

The act of designating a fully qualified person to fill a specific vacant position on a temporary basis.

Article 2.3.2 **Assignment**

The act of designating a person to perform the job functions of a specific position on a temporary basis. A temporary assignment is made when an employee, although not fully qualified, may be assigned some duties of a higher level position.

Article 2.3.3 **Call Out**

Employee status when called to work by the MOA at a time other than the employee's scheduled shift or when the employee is required to work additional hours that have not been scheduled by the MOA at least one-half hour prior to the end of the employee's regular shift. Contiguous work beyond the end of a regularly scheduled shift is not considered a call out.

Article 2.3.4 **Department**

The term "department" shall mean the departments listed in AMC 3.20. A department may also be called an "agency."

Article 2.3.5 **Director**

As used in this Agreement, "Director" shall mean the Director of Employee Relations.

Article 2.3.6 **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 2.3.7 **Emergency or Emergency Situation**

If not otherwise defined in the Article in which the term is used, "emergency" or "emergency situation" shall mean 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 insure the public safety and welfare or protect property or the physical environment.

Article 2.3.8 **Immediate Family**

As used in this Agreement, "immediate family" shall mean the employee's spouse, children, mother, father, mother-in-law, father-in-law, brothers or sisters, step father, step mother, step brother and sister, step children, grandchildren and grandparents. It also includes other family members who reside permanently with the employee and same sex domestic partners as defined by the MOA.

Article 2.3.9 **Anniversary Date**

Anniversary date means the day of the month following completion of the probationary period. The anniversary date will be advanced by the number of calendar days that total leave without pay exceeds thirty (30) days during the year.

Article 2.3.10 **Night Shift**

A shift in which the majority of hours fall between 6:00 p.m. and 6:00 a.m.

Article 2.3.11 **Standby**

Employee status when required to be available to work on such notice as is specified in work rules of the department, division or section.

Article 2.3.12 **Probation**

Status of an employee for a period of 1040 worked hours following the date of initial hire or initial employment in a different classification.

Article 2.3.13 **Full-Time Employee**

An employee normally scheduled to work forty (40) hours during the workweek.

Article 2.3.14 **Seasonal Employee**

Seasonal Employees perform work for a period of time, generally not to exceed six (6) months in seasonal duration. Seasonal Employees perform work associated with the events of a particular season of the year.

Article 2.3.15 **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 2.3.16 **Wait Time**

Status of an employee when commencement or continuation of work has been delayed by order of the MOA and the employee has been ordered to remain available and ready to commence or continue work.

Article 2.3.17 **Swing Shift**

A shift in which the majority of hours fall between at 3:00 p.m. and 3:00 a.m.

Article 2.3.18 **Temporary Employee**

Temporary employees are additional employees hired to augment the workforce whenever the workload 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 full-time regular or temporary positions. The MOA shall not use temporary employees to circumvent the need for regular full-time employees.

Article 2.3.19 **Transfer**

"Transfer," means a lateral movement of a regular employee from one position to another position in the same, a different, or a parallel class at the same range, without any break in service. Appointment of a temporary employee to a regular position in the same, different or a parallel class is not a transfer.

Article 2.3.20 **Work Day**

A period of twenty-four (24) hours commencing at midnight and ending at midnight.

Article 2.3.21 **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 2.3.22 **Work Week**

The workweek shall consist of seven (7) consecutive calendar days commencing at midnight on Sunday night and ending at midnight on the following Sunday night.

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. In the event that the agreement and the Personnel Rules are both silent, the parties agree to meet and confer.

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 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 Employer and the Union shall bear the responsibility for complying with this provision. Further, the Employer 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 are as prescribed by law.

Article 2.7 **Gender**

All reference to employees in this Agreement designates 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 disruptive activity during the life of this Agreement. The Union further agrees to 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 they 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 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 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 Employer 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. No worker shall be discriminated against for upholding union principles or for serving on a committee, and he shall not lose his position or be discriminated against for this reason. Any employee appointed or elected to office in the union which requires all of his time shall not lose his established seniority with the MOA (seniority frozen) and shall be granted a leave of absence without pay for the duration of his 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 one (1) year from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

Article 2.11.2 **Union Security**

A. The parties agree that it shall be a condition of continued employment that all employees of the MOA who are covered by this Agreement who are members in good standing of -the union shall remain members in good standing and that those employees of the MOA who are covered by this Agreement who are not members in good standing of the union shall become and thereafter remain members in good standing on or before the thirty-first (31st) calendar day following the date of the employee's employment by the MOA or the effective date of this Agreement, whichever occurs later.

B. The MOA will, fourteen (14) calendar days after receipt of a written request from the Union, terminate the employment of an employee who is alleged to have failed to maintain his membership in good standing as required herein. The request must be delivered to the MOA Director of Employee Relations or his designee, must state that the employee has failed to meet the membership requirements of this article 2.11.2, Union Security, and must request that the employee's employment be terminated.

C. The Union agrees to indemnify, defend and save the MOA and its officers, agents and employees harmless from any liability or loss arising out of or in any way connected with termination of the employee's employment pursuant to the Union's written request. The Union may withdraw a termination request at any time before the expiration of the fourteen (14) day period by delivering a written withdrawal request to the MOA Director of Employee Relations or his 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 and initiation fees owed by the employee to the Union as certified by the secretary 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 and initiation fees 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 and initiation fees but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues and initiation fees. The Union assumes all obligations and responsibility for the continued membership of their 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. All of the shop steward's wages will be borne by the MOA. Stewards must document the time spent on union business on their timecards. Shop stewards may be granted leave without pay, not to exceed two (2) days each year for training purposes with prior approval of the agency and the Employee Relations Director. Where there is more than one shop steward in a location, the Union shall designate one steward as lead.

Recognized Stewards as listed:

Port of Anchorage	One Steward
Merrill Field	One Steward
Street Maintenance	Three Stewards at Kloep Station
Solid Waste Services	Two Stewards

Article 2.11.5 **Visits to Employer Work Location**

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 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 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 **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 representative shall be given adequate notice by the MOA prior to the time that any committee defined by this Agreement is convened.

Article 2.11.7 **Bulletin Boards**

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

Article 2.11.8 **Union Leave Bank For Union Business**

The Union has the right to maintain a Union leave bank through donations of annual leave from Union employees. The use of Union leave shall be at the sole discretion of the Union. Authorization for the use of Union leave shall be by the Union's Business Manager or designee in writing. The Union shall identify such designee(s) in writing. Time off on Union leave shall be scheduled with the employees' supervisor. Time off on Union leave shall count as hours worked for the purpose of determining overtime eligibility within the workweek.

Effective January 1, 2009, the Municipality will maintain a Union Leave Bank to be managed by the Union. The account will be funded automatically by the Municipality in the amount of one (1) hour of annual leave from every regular union member on the second pay period in January of each year. No deductions will be made in years in which the bank balance is in excess of $20,000. Granting of union leave will only require approval of the union. The Municipality of Anchorage will incur no additional cost as the result of union leave usage. At the request of the Union, the Municipality will provide an accounting of the leave balance in the bank.

Upon commencement of negotiations for a successor contract, the Municipality shall authorize 320 hours of leave to be coded NEG to support the efforts of the employee members of the Union's negotiating team.

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 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 2.13 **Amendment of Agreement**

The MOA and the Union may by mutual agreement agree to modify or amend this Agreement at any time. No such modification or amendment shall be effective unless it has been reduced to writing, signed by both of the parties and ratified by the Anchorage Assembly and the Union.

Article 2.14 **Separability and Savings**

Should it be determined by a court of competent jurisdiction that 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 to 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 improvements is the right and obligation of management. It is further recognized that labor has a right to be informed and participate in the implementation of productivity standards.

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 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.

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 Union. 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 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 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.

C. **Higher Classification Opportunity.** Regular full-time employees, to the extent possible with regard to qualifications and competency, shall have priority temporary placement in classifications of a higher range before employment of Seasonal Employees in that same classification in the same work unit.

D. **Grievances.** Seasonal Employees may file grievances up to and including Step II 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.

E. **Wage Step Progression.** Seasonal Employees will advance from step to step within a classification pay range upon 1040 cumulative hours worked within the same classification. Seasonal employment in one classification does not accumulate wage progression credit towards wage progression in another classification.

F. **Holidays.** Seasonal Employees are entitled to 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 the floating personal holiday.

G. **Other Provisions of the Agreement.** Seasonal Employees are entitled to overtime and shift differential as specified in Article 5. 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.

H. **Union Retirement Plan.** Effective the first full pay period on or after January 1, 2009, the Municipality shall contribute $0.75 per hour to the Local 302 Pension Plan.

I. The MOA shall be the sole judge of a 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 employees' employment may be extended for an additional ninety (90) 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 3.1.

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. Temporary Employees are subject to Article 2.11.2, Union Security and Article 2.11.3, Dues Check Off.

F. Effective the first full pay period on or after January 1, 2009, all temporary employees shall be paid at Step 2 within the appropriate classification pay range.

G. The MOA shall be the sole judge of a worker's ability, qualifications, competence, and performance.

ARTICLE 3
HIRING, PROMOTION, DEMOTION, AND TERMINATION OF EMPLOYMENT

Article 3.1 **Hiring Procedures**

A. The Union agrees to maintain a hiring hall and to solicit qualified workers, both union and non-union, in order to fill MOA requisitions for workers. The MOA agrees to use the services of the hiring hall and will call upon the Union to furnish all qualified workers the MOA may require in the classifications covered by this Agreement, subject to the terms and conditions set forth in this Article 3.1.

B. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. The Union agrees to not discriminate against non-union workmen in referring workers to the MOA, and the MOA agrees not to discriminate against union workers in selecting job applicants referred by the Union.

C. The MOA retains the right to reject any job applicant referred by the Union.

D. In the event the Union is unable to supply the MOA with qualified workers within forty-eight (48) hours (Saturday, Sunday and recognized holidays excluded) from when the call was received, the MOA may recruit workers from other sources. In this case, the MOA may recruit and hire pursuant to the provisions of the Municipal Personnel Rules (AMC 3.30). If the MOA hires outside of the hall, the MOA shall furnish the Union with the name(s) of any such workers hired, their classification, and date of hire.

E. The MOA may fill vacant positions by recall from layoff or by transfer, promotion, or demotion.

F. The MOA may fill vacant positions with existing MOA employees through departmental or Municipal recruitment announcements. Current MOA Seasonal and Temporary Employees shall be eligible to apply for departmental and municipal Union vacant positions.

G. The Union and the Employer agree to disseminate to employees and applicants for employment, notice of these hiring arrangements.

H. Any alleged violation of this Article may be the subject of a grievance under Article 7 of this Agreement.

Article 3.2 **Employment Probation**

3.2.1 Purpose

Regular status in the classified service is acquired by successfully completing a probationary period. This probation is the final step in the examination process in which the individual demonstrates his ability and fitness while management determines whether an employee is suitable.

3.2.2 Probation; Duration of Probation

A. Every appointment to a position in the classified service shall be subject to a probation period as provided in this article.

B. Any employee who is initially hired for appointment under this Agreement shall serve a probationary period of one thousand and forty (1040) hours worked.

C. Probation does not apply to an appointment to a temporary position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason.

D. The Director may consider service rendered in a temporary position in connection with an assessment of a person's qualifications to apply for a position.

3.2.3 Probation - Former and Current Employees

A. **Re-employed Employees**

Re-employed employees shall be subject to a probationary period only to the extent of completing any incomplete probationary period, except that employees re-employed to a position in a different agency shall be subject to the probationary period in the different agency at the option of the agency head with the approval of the Director. Prior municipal service in a position in the same class series may be credited toward completion of the current probationary period if the break in municipal service does not exceed one (1) year.

B. **Promoted Employees**

Employees who have already satisfied their initial probationary period who are promoted to a different position shall serve a one thousand and forty (1040) hours worked probationary period in the promoted position. This additional probationary period may be waived at the discretion of management.

C. **Transferred Employees**

When an employee transfers to a position in the same class within an agency, no probationary period shall be served. When an employee transfers within an agency to a position in a parallel class or transfers from one agency to another position in the same class, or a parallel class, the agency head concerned shall make the decision whether a probationary period will be served, subject to approval of the Director. The employee concerned shall be notified in writing of the requirement to serve a probationary period, before the transfer.

D. **Demoted Employees**

When an employee is demoted to a position in a class where he previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons.

When an employee is demoted to a position in which he did not hold regular status, the agency head shall decide whether a probationary period will be served, subject to approval of the Director. The employee concerned shall be notified of the decision, in writing, before the demotion.

E. **Reallocation of Position**

The employee in a reallocated position, whether by reclassification or range change, shall not serve a new probationary period.

F. **Acting Appointment and Acting Assignment**

No probationary period will be required when serving in an acting status. An employee serving in an acting appointment and promoted directly into that position shall have acting time count toward completion of probation. Time served in an acting assignment may be counted toward experience required in minimum qualifications for class or position.

3.2.4 Status Upon Completion of Probation

A. **Regular Appointment**

Regular appointment to a position in the classified service shall be made only upon satisfactory completion of the probationary period. It shall be the responsibility of the agency head to provide the Director a statement, in writing, to the effect that the services of each employee appointed for a probationary period have or have not been performed satisfactorily during such a period and that the employee is or is not recommended to be retained in the services. Unless action is taken by the agency head to

separate or demote the employee or to request extension of the probationary period prior to the end of the probationary period, the appointment shall become permanent on the first working day following completion of the probationary period.

B. **Extension of Probationary Period**

The probationary period of an employee may be extended for a period of time not to exceed three months at the option of the agency head and with prior approval of the Director. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Director, prior to the end of the established probationary period. An employee's merit anniversary date is established upon successful completion of the probationary period.

C. **Separation During the Probationary Period**

If at any time during the probationary period, the agency head determines that the services of a new or rehired employee have been unsatisfactory, the employee may be separated from his position without right of appeal or grievance. Written notice of such dismissal shall be given to the employee prior to taking action. The union shall be notified in the event of termination of the probationary employee's employment.

When it becomes clear that an employee serving a promotional probationary period is not performing adequately, he shall be so informed in writing with a copy to the Director, and consideration will be given to demoting him to a position in his previous class, or in any other available position for which he is qualified or, lacking an open position, his name will be entered on the appropriate layoff list.

Article 3.3 **Seniority**

A. Full-time employees shall be on a seniority list. Seniority shall be measured from the most recent date of hire of the employee with the Municipality and may be modified by provisions of this Agreement concerning layoff and leave. Length of service seniority shall determine annual leave accrual rates, promotions (in the event of a tie in evaluations), order of layoff, recall from layoff and bumping rights.

B. The bargaining unit employee having the longest term of service in the department as a regular full time shall be first on the seniority list for the purpose of scheduling vacations, bidding shifts including days of work, and for other purposes deemed appropriate by the department head. The department head shall request employees' preference for bidding shifts but retains the right to assign shifts for business reasons. The department

head may assign shifts if the appropriate skill levels are not present within a shift. If the department head assigns shifts based on business reasons such decision is not grievable. If any number of employees share the same term of service date, the tie shall be broken by applying the Union tie breaker formula in Appendix B.

C. The MOA shall provide to each Union current seniority lists upon request. The lists shall be posted by the MOA.

D. In the event that the Employer absorbs the business of, or merges with another employer, or is party to a merger of any kind, the seniority of the employees absorbed or transferred thereby shall be determined as in paragraph A above, and they shall be placed on the seniority lists as appropriate.

E. Seniority rights 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 his former classification. During this period the employee must remain in good standing with the union.

F. Employee seniority shall be terminated by the following conditions:

1. Discharge for just cause;

2. Layoff of twelve (12) months duration;

3. Resignation or retirement;

4. Failure to return from a leave of absence or vacation on agreed date unless prior approval has been obtained from the management supervisor in the employee's work unit. Should an unusual circumstance occur and prior approval cannot be obtained, it shall be the responsibility of the employee to submit evidence that such unusual circumstance occurred. The employee must in any case, notify the Employer within two (2) working days of such occurrence, and the expected duration of the absence. The MOA may waive termination of seniority in cases where unusual circumstances delay the employee's return.

Article 3.4 **Evaluation of Employees**

Employees will be evaluated at the end of their probationary period and at such times thereafter as determined by the MOA. Evaluation of employees will not be conducted arbitrarily, capriciously or for unlawfully discriminatory purposes. The performance evaluation is not a disciplinary action under this Agreement and is not grievable or arbitrable under Article 7. The absence of a current performance

evaluation shall create the presumption of satisfactory work performance. Employees will be evaluated using the systems developed pursuant to existing MOA Personnel Rule 8 (AMC 3.30.081-.082).

Article 3.5 **Filling Vacancies by Transfer, Promotion or Demotion.**

The MOA may elect to fill a vacant position by transfer, promotion, or demotion of existing employees, rather than by requesting a referral from the Union hiring hall. When filling a vacant position by transfer, promotion, or demotion the MOA shall follow the provisions provided as follows:

A. **Promotion.**

A promotion is the filling of a vacancy by the advancement of an employee from a position having a lower salary grade. Vacancies shall be filled by promotion whenever practicable and in the best interest of the service. Promotions shall be based upon merit and may be made in accordance with the procedures established in these rules.

The major factors in determining promotions are:

1. Establishing that employees meet the qualifications and preferences of the recruitment announcements;

2. Results of competitive examinations when applicable;

3. Length of service; and

4. Acceptable driving history as defined in Appendix A.

B. **Transfer**

A transfer is the lateral movement from one position to another position in the same, or a parallel class at the same range, without any break in service. The transfer may be within an agency, or from one agency to another. An employee in a temporary position may not be transferred to a regular position.

1. **Within An Agency**: Transfer of a qualified employee within an agency from one position to another in the same class may be made without examination or certification at the discretion of the agency head.

2. **Between Agencies**: At the joint request of agency heads and with prior approval of the Director, a qualified employee may be transferred from one position to another in the same class, between two agencies.

3. **To A Parallel Class**: Transfer to a parallel class shall be made in accordance with (1) and (2) above, after it has been determined that the employee possesses the necessary qualifications and the Director has verified that the two classes involved have a sufficient relationship. The Director may require a written examination or other evidence for the purpose of determining the employee's qualifications for the new class.

4. **Employee Request**: An employee who desires a transfer within a department for personal reasons shall send his written request through normal department channels to the agency head, who will make the decision. An employee may request transfer from one agency to another for personal reasons. He shall send his written request to the Director with a copy to the agency head. If transfer is approved by the Director, the employee's name will be added as an unranked eligible to those certified for any position vacancy that occurs in this class thereafter, for consideration of the agency head concerned.

5. **Involuntary**: Any transfer between agencies, affected for the good of the service, without the consent of the employee, must be approved in advance by the Director. The agency heads concerned shall initially furnish an explanation in writing of the reasons for the change or transfer, and the employee will receive two weeks' notice, unless the circumstances prohibit notice or the employee waives the notice requirement.

6. **Employee Application For Transfer Or Promotion To Fill An Announced Vacancy**: An employee who applies for a transfer, promotion, examination or placement on any eligible list shall submit a Municipal Employment Application to the MOA Employment Office. An employee may not apply to fill an announced vacancy within less than six months from date of employment or last transfer or promotion unless approved by the Director. Request for such approval will be submitted in writing with the application for the position. Transfers or promotions shall be completed with the mutual agreement of the agency heads concerned and shall normally be effective within two weeks upon acceptance.

7. **Employee Notice Of Transfer**: Upon approval of the Director, and before completion of any transfer, the employee shall be notified in writing of any changes in status including pay step, anniversary date, length of service date and requirement for serving a probationary period.

C. **Demotion**

The movement of an employee to a position in a lower class is a demotion. For this purpose, a lower class means a class having a salary grade lower than the salary grade of the position in which the individual is employed.

1. **Reasons:**

   a. **For Lack Of Work Or For Cause**: An employee may be demoted for lack of work in his class or for cause. An employee may appeal his demotion for cause in accordance with Article 7.

   b. **Employee Request**: If, for personal or other reasons, an employee requests in writing that he be assigned to a position in a lower class, the agency head for that vacant position may make such a demotion with prior approval of the Director in writing. In such cases, the demotion will be deemed to have been made on a voluntary basis.

2. **To A Lower Class In the Same, Parallel or Different Class Series:**

   An employee may be demoted into a lower level position vacancy in a class series where the duties are the same, parallel or significantly different with the approval of the agency head for that vacant position and the Director. Such a demotion requires that the employee be qualified for the position to which demotion is requested. The Director may require a written examination or other evidence of the employee's qualifications.

Article 3.6 Layoff and Recall From Layoff

The parties agree that the rights of the parties and employees and the rules concerning layoff and recall from layoff shall be:

A. **Reason for Layoff**

Layoffs may be necessary due to the following:

1. Elimination of a position in the workforce;

2. End of a substitute appointment upon return of the incumbent when the substitute's transfer to another position has not been achieved;

3. Failure of an employee to successfully complete the probationary period following promotion when the Director of Employee Relations determines that there is no other position available to which that employee may be demoted or transferred; or

4. Material change in the duties of the position for which the employee lacks the necessary skills, knowledge or aptitude.

B. **Layoff Procedure**

No employee shall be laid off except upon at least two (2) weeks advance notice. An employee who is subject to layoff due to a reduction in force or material change in duties shall have the right to displace another employee only in accordance with the following conditions:

1. Such displacement may occur only in the same agency as the position subject to layoff;

2. The employee subject to layoff must have more seniority than the employee to be displaced;

3. The employee subject to layoff must meet the qualifications for the position occupied by the employee to be displaced, as determined by the Director of Employee Relations;

4. The displaced employee must hold a position in the same class as the employee subject to layoff;

5. The displaced employee must hold a lower position in the same class series as the employee subject to layoff, and that position must be one in which the employee subject to layoff has previously earned status; and

6. The displaced employee must be the least senior employee meeting the conditions above.

The Director shall offer an employee subject to layoff another vacant position at the same or lower pay range within the agency or any other agency, which may be available, if the employee meets the minimum qualifications for that position as determined by the Director of Employee Relations.

C. **Eligibility For Re-Employment**

A layoff of more than two years shall constitute a break in service for the purpose of a person's entitlement to preferential re-employment rights.

Acceptance of an appointment, other than a temporary or provisional appointment, to a position subject to the MOA Personnel Rules ordinance constitutes satisfaction of an employee's re-employment rights.

Article 3.6.1 **Recall Rights**

A laid off employee has recall rights within the agency from which he was laid off for twelve months after layoff. Recall from layoff shall be in order of seniority. A fully qualified (as determined by the MOA) laid off employee who has recall rights shall be given preference over all other applicants for a position. The laid off employee must maintain a current daytime telephone number and address with the department/agency head in order to preserve his recall rights. If an employee fails to respond and report for duty within ten (10) working days of call, all rights to rehire are relinquished and the Employer may consider such rights extinguished. This restriction (extinguishment of rehire rights) may be waived by mutual agreement of the parties to this Agreement. The rehire of laid off employees shall continue in order of seniority until the least senior person with rehire rights has been offered an opportunity to return to work through the manner herein described.

Article 3.7 **Discipline and Termination of Employment**

The Employer retains the right to discharge an employee with status for just cause, which shall be generally defined as any legitimate business or disciplinary reason. Just cause shall include, but is not limited to, offenses such as theft, fighting, assault of a fellow employee, insubordination, gross disobedience, substandard performance or productivity, absence of an employee for three (3) consecutive working days without approval, habitual absenteeism and any reason set forth as follows:

"Just Cause" means that sufficient justification exists for the proposed action against an employee. "Just cause" applies to behavior by an employee, which is detrimental to the discipline, public image or efficiency of Anchorage as an employer. As so defined, proof of any one of the following shall constitute "just cause":

1. Incompetency;

2. Inefficiency;

3. Lack of any of the qualifications required by AMC 3.30.024 D;

4. Insubordination;

5. Excessive absenteeism or tardiness;

6. Harassment of other employees or the public;

7. Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;

8. Violation of an oral directive, which was known or reasonably should have been known to the employee;

9. Conviction of a crime involving moral turpitude;

10. Violation of AMC 3.30.190 Substance Abuse Testing Policy;

11. Any other conduct recognized by reasonable persons as justification for serious discipline including dismissal.

The Municipality will 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 shall be stated in writing by the Municipality.

Article 3.8 **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, 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.

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)
Washington's Birthday (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November)
Day After Thanksgiving
Christmas Day (December 25)
One (1) Personal Holiday

Article 4.1.2 **Personal Holiday Accrual and Use**

Each January 1 regular employees working shall accrue a personal holiday as follows:

A. Regular full time employees working a five (5) day eight (8) hour shift shall accrue an eight (8) hour personal holiday.

B. Regular full time employees working a four (4) day ten (10) hour shift shall accrue a ten (10) hour personal holiday.

C. Regular full time employees working a 9-80's schedule shall accrue a nine (9) hour personal holiday.

The personal holiday shall accrue on January 1 each year and shall be based on the employees' status and work schedule on that date. The personal holiday must be taken during the calendar year in which it is accrued or be forfeited. It has no cash value.

Article 4.2 **Holiday During Annual or Sick Leave**

A recognized holiday occurring during an employee's annual or paid 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 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**

Employees shall forfeit their right to payment for any holiday if they are not in paid status for their entire shift on the last regular work day preceding such holiday and on the next regular work day following such holiday.

Article 4.2.3 **Holiday Pay Conversion to Leave**

During the first 24 months of regular employment, an employee that is required to work a recognized holiday may choose to convert the holiday pay entitlement to leave. The entitled holiday hours shall be placed into the employee's cashable annual leave bank.

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, educational, family or medical needs.

Articles 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. Beginning the first full pay period on or after Assembly approval, full-time employees hired after June 30, 1991, shall accrue leave at the following rates:

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

b. **Non-Cashable Annual Leave**

Effective the first full pay period on or after Assembly approval non-cashable annual leave account balances shall be frozen. Employees may continue to use this leave in accordance with this Article until the balance is exhausted.

3. The above accrual rates are pro-rated based on actual hours paid in each pay period, excluding overtime.

4. The Municipality shall have the right to implement a gain sharing program designed to recognize and encourage participation in a call out status.

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. Employees will not be able to use leave accrued while on leave until they return to work for one complete shift. Such additional accrual shall be cancelled if the employee fails to resume duty on completion of his authorized leave. Leave does not accrue while an employee is receiving Workers' Compensation time loss benefits 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 pay period of any year an employee may not have more than 480 hours leave to his credit.

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 last pay period of the 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 agency operations, as determined by the Agency Head. Agency 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 must be taken each year the last pay period of the year. This limitation shall not apply to new employees until the second (2nd) last pay period of the year following their date of hire. Employees who fail to take the full eighty (80) hours of annual leave shall be considered to have forfeited those hours to the Union Leave Bank. The difference between the hours taken and eighty (80) hours shall be subtracted from the employees' annual leave accounts at the end of the year and deposited in the Union leave bank. Forfeited hours shall be donated to the Union Leave Bank. The difference between the hours taken and eighty (80) prorated hours shall be subtracted from the employees' annual leave account at the end of the year.

It is the responsibility of the Agency Head to ensure that work is conducted and leaves scheduled so that each employee shall have the opportunity to use his leave at a time that most nearly meets his desires.

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 in his account.

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' Agency 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**

Requests for permission to donate annual leave to a fellow employee shall be approved only in the most serious cases such as probable early death, lingering or incurable illness, or some truly exceptional emergency as might result from a disaster such as loss of a house and all belongings due to a fire or as permissible in the MOA Personnel Rules.

In an effort to minimize the financial impact of any leave without pay to the employee, a request to solicit leave donation should be requested in advance. Leave donations are not retroactive in nature. If the employee does not qualify for leave donation, fellow employees have the option to cash in leave to give to the employee as allowed in 4.3.2(C). Only cashable annual leave may be donated. Employees may donate annual leave in accordance with this policy with prior approval of the Employee Relations Director provided the employee retains at least eighty (80) hours of annual leave in his annual leave account following cash payment and/or leave donation.

Leave may be donated by represented employees to the Union Leave Bank for the conduct of Union business provided the employee retains at least eighty (80) hours of annual leave in his annual leave account following cash payment.

F. **Leave Used for Travel Outside the State**

Leave requests submitted for travel outside of the state shall be submitted by the employee no less than six (6) weeks prior to the scheduled date of travel. The employee shall designate on the leave request that travel outside the state is scheduled. Each leave request shall be processed as follows:

1. The Agency Head of his designee shall either approve or disapprove the requested leave not less than thirty (30) days before the schedule date of travel.

2. If the Agency Head or his designee subsequently cancels leave previously approved for the purpose of travel outside the state, the MOA agrees to reimburse the effected employee for airline rescheduling fees in the pay period following the receipt of appropriate documentation.

Article 4.3.3 **Annual Leave Conversion and Cash-In**

A. **Cash-In**

All hours of cashable annual leave in excess of 480, unless committed, or converted to cashable sick leave under Subsection (B) below, shall be paid in cash to the employee on the first full pay period in January.

B. **Sick Leave Conversion**

Upon the written request of the employee, prior to the last pay period of the year, up to eighty (80) hours of excess cashable annual leave may be committed each year into a separate cashable Sick Leave Account which shall have a cash-in value upon separation.

C. **Advance Leave Pay**

The Controller's Office shall provide for Advance Leave Pay when the request is submitted in writing two (2) weeks in advance of the scheduled leave period and is approved by the Agency Head.

D. **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 100% of the then current value of the employee's leave balance based upon his factored hourly rate at time of termination. Non-cashable annual leave shall be forfeited upon termination.

Article 4.4 **Non-Cashable Sick Leave Account**

Effective November 4, 2002, non-cashable sick leave account balances were frozen. Effective the first pay period on or after Assembly approval all employees with Non-Cashable Sick Leave Account balances less than one (1) hour will be transferred to the employees Non-Cashable Annual Leave Accounts.

Employees with Non-Cashable Sick Leave balances greater than one (1) hour will remain in the employee's Non-Cashable Sick Leave Account. Employees with Non-Cashable Sick Leave may continue to use hours in their non-cashable sick leave account as follows:

A. An employee may use accrued sick leave for absence due to illness, injury, exposure to contagious disease, or due to illness or death in the employee's immediate family requiring the employee's personal attendance. Doctor or dental appointments shall be included as cause for sick leave usage.

B. An employee who is absent shall inform his immediate supervisor of the fact and reason therefore as soon as possible, and failure to do so within a reasonable time may be cause for disciplinary action. Compensation for sick leave shall be made when leave is used. Advanced compensation for sick leave shall not be made unless approved in advance by the Director.

C. The Employer may require a doctor's certificate before approving sick leave pay, certifying that the employee was ill or injured, verifying the nature and extent of the illness and injury and the employee's inability to perform his or her normal duties. The same type of doctor's certificate may be required for an absence to attend to an employee's immediate family member.

Article 4.5 **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 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 rate of pay at time of cash in or usage.

D. Non-cashable sick and non-cashable annual leave cannot be converted to cash nor can it be used for leave donation purposes.

Article 4.6 **Bereavement Leave**

A regular employee shall be granted three (3) days of paid leave for bereavement of an immediate family member while in Alaska, or four (4) days if travel out of state is required, for a deceased member of the immediate family. The definition of "immediate family" for the purpose of Article 4.7 Bereavement Leave, shall be: spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relationship, person for whom the employee has been appointed as legal guardian, other family member who resides permanently with the employee, and/or same sex domestic partners as defined by the MOA. 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.

Article 4.7 **Blood Donation Leave**

When advised that the Blood Bank is requesting donors with a specific blood type or a declared emergency exists, a supervisor may authorize the use of

blood donation leave. In these situations, at the discretion of the supervisor, an employee may be granted up to four (4) hours of blood donation leave, per calendar quarter, for the purpose of donating blood. When the Blood Bank or any other authorized agency conducts a blood drive at a Municipal work site or if an employee opts to donate blood at the Blood Bank or any other authorized agency, employees, at the discretion of the supervisor, may granted up to two (2) hours of blood donation leave for the purpose of donating blood every sixty days.

A Municipal employee granted permission to donate blood during his/her normal duty time shall use the leave time to travel to the donation site, make the donation, and return to the work site. Employees must obtain a written statement from the Blood Bank or other medical facility which shows the date and time of the donation and that the employee responded to an emergency or at the Blood Bank's request. The written statement must be submitted to his/her supervisor for review and approval.

Blood donation leave will only be authorized for time required to donate blood during normal duty hours. It does not include lunch breaks and does not qualify toward eligibility for overtime or premium rate payments. Blood donation leave shall not be charged to the employee's annual or sick leave account.

Article 4.8 **Court Leave**

Employees called for jury duty shall be treated as being on approved paid time off. 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 jury duty.

If assigned to a jury, 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 scheduled workweek. The hours compensated as court leave shall be counted as hours worked for the purpose of determining eligibility for overtime pay in the work week in which the court leave falls. 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.

A. During Court leave, employees shall be paid their factored rate of pay. However, employees shall report and shall have fees paid to them by the court, exclusive of travel, parking and subsistence allowances, for this period deducted from their regular pay.

B. Employees shall provide their agency head with a copy of a notice of call for jury duty or a subpoena requiring their attendance in court immediately upon receipt.

C. Employees called for court or jury duty, depending on their shift, can choose to report to work or use annual leave until the time they are required to report to the Clerk of the Court. When excused or released from jury duty for the day, the employee may delay reporting for work for the period of time reasonably necessary to change into work clothing.

D. During court leave, employees shall be paid their factored rate of pay. Employees are required to submit to their payroll specialist within one pay period a copy of the Clerk of Court check stub and a copy of the employee's Certification of Attendance slip or letter from the court system showing days and times served, or a copy of their subpoena. Jury service fees will be deducted from the employee's gross wages

Article 4.9 **Military Training Leave**

Any regular employee who is a member of a branch or component of the U.S. Armed Forces, and who has received duty authorized orders to attend military-paid duty, 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 rate of pay and their military pay. Such military training 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.

Article 4.10 **Occupational Injury/Illness Leave**

A. Any regular employee who experiences an injury/illness in the course of performing work duties, and who receives Workers' Compensation benefits due to that injury, shall be eligible for injury/illness leave as provided in the provisions of this Article. If an employee fails to return to work within one (1) year after the date of the original injury, the Director of Employee Relations, or his designee, may terminate the employee's employment. An employee who is temporarily unable to perform regular job duties due to the occupational injury/illness, will be offered a temporary light duty assignment for which he is qualified and capable when the physician provides a written release to work with restrictions. If an employee performs a temporary light duty assignment, he shall be compensated at his factored rate of pay. Light duty assignments will not exceed seven hundred eight (780) hours (either in a block period of time or intermittently).

B. While an employee is receiving Workers' Compensation time loss benefits administered by the Workers' Compensation Third Party Administrator, health and life insurance coverage shall be continued in the manner prescribed by the Director of Employee Relations, or his designee.

C. If a medical provider determines an employee is unable to return to work due to a work related injury/illness, the employee will be placed on leave. If the employee is scheduled to work, the employee may elect to use paid leave to satisfy the requirements of the Workers' Compensation waiting period, not to exceed three (3) days. If the employees' disability extends beyond 28 calendar days, the employee shall be compensated for the first three (3) work days of time loss by the Worker's Compensation Third Party Administrator in accordance with the Alaska Workers' Compensation Act. The employee will receive any eligible time loss benefits (wage replacement) from the Workers' Compensation Third Party Administrator. The MOA will not replace leave used for this purpose.

D. Employees released to temporary light duty are encouraged to schedule injury/illness related medical appointments during off duty hours. If the employee is unable to schedule the injury/illness related medical appointment during off-duty hours, the employee shall be released from work and allowed reasonable time to attend the appointment, up to a maximum of four (4) hours per week, including travel time. In this situation, the employee shall not be charged leave. The employee shall return to work for the remainder of the shift following the medical appointment unless approval not to return to work is obtained from the employee's supervisor.

Employees released to full duty are encouraged to schedule injury/illness related medical appointments during off duty hours. If the employee is unable to schedule the injury/illness related medical appointment on a day off, during off duty hours, the employee shall be released from work and allowed reasonable travel time to and from the appointment, up to a maximum of two (2) hours, including travel time, within the first thirty (30) calendar days after release to full duty. The employee shall return to work for the remainder of the shift following the medical appointment, unless approval not to return to work is obtained from the employee's supervisor.

In either case, the employee is required to provide the supervisor with documentation that the medical appointment was attended and was due to the occupational injury/illness. If documentation is not provided, the employee will be required to utilize paid or unpaid leave. This Subsection is only applicable for one (1) year following the date of the original injury/illness.

E. The Municipality's responsibilities under this Article shall terminate upon the occurrence of any of the following:

1. As of the date on which the employee is declared by a physician to be permanently disabled, or in which a retirement plan commences to make disability or retirement payments to the employee;

2. As of the date on which the employee returns to work with an unrestricted medical release, or on which he first engages in any occupation for wage or profit other than alternate duties for the MOA;

3. At the end of one (1) year following the date of the original injury/illness; however, the time the employee spends performing unrestricted duties shall not be included in calculating the one (1) year period; or

4. Cancellation/denial of the employee's Workers Compensation claim.

F. An employee who sustains an occupational injury/illness shall satisfy the following conditions:

1. The employee shall make a complete report of the injury/illness to the MOA, including all forms and documentation;

2. The employee shall cooperate with the Director of Employee Relations, or his designee, to prepare and submit all forms and information related to the employee that the Director may request; and

3. The employee shall cooperate fully with the Municipality's Workers' Compensation Third Party Administrator.

G. An employee who has been medically declared to be permanently unable to return to their regular job, or who has not returned to their job in a full duty capacity for one (1) year following the date of original injury/illness, may be medically separated from MOA employment.

An employee who has been previously released to full, unrestricted duty, and who is not working one (1) year from the date of the original injury/illness based on the same Workers' Compensation injury/illness, will be evaluated on a case-by-case basis and may be medically separated from MOA employment.

Every effort will be made by the MOA to assist the employee with eligibility benefits and to offer other MOA employment in vacant MOA positions for which the employee is qualified.

Article 4.11 **Leave Without Pay**

Leave without pay may take any of the forms stated in this Article, and may be granted by the Director of Employee Relations, or his designee, upon recommendation of the department head, and upon consideration of the particular needs of the employee and the department involved. 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 **Medical Leave Without Pay**

A. **Requirements**: The Director of Employee Relations, or his designee, may grant medical leave without pay to employees who request such leave when:

1. The employee has a documented medical reason which outlines the specific nature of the disability, giving the date the disability began and estimating the date when the employee will be able to return to employment; and

2. The agency head certifies that the agency is able to perform adequately if the leave is granted.

3. The employee has exhausted his annual leave.

4. The initial leave is granted for no more then three (3) months, with the possibility of one (1) extension for an additional three (3) months upon the same conditions.

    a. For the first three (3) months of medical leave without pay, the employee shall receive medical and life insurance coverage, as determined by the Director of Employee Relations, or his designee. Thereafter, the employee shall be entitled to receive such benefits only if he pays for them in the manner prescribed by the Director of Employee Relations. When taken for reasons that qualify for FMLA and/or AFLA, the medical and life insurance coverage will run concurrently with the family leave.

5. The employee schedules the leave in advance, when possible.

B. **Replacement Of Employee On Medical Leave Without Pay**: Employees on approved medical leave without pay may be replaced by temporary, full-time employees, depending upon the needs of the agency and the anticipated duration of the leave without pay. If it has been necessary to appoint a regular employee to replace the employee on medical leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the Municipality in a comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Article 3.6, Layoff And Recall From Layoff.

Article 4.13 **Educational Leave Without Pay**

A. The Director of Employee Relations, or his designee, may authorize educational leave without pay to allow the employee to complete formal undergraduate or advanced degree requirements, if:

1. Such education will be of benefit to the Municipality;

2. The employee has been employed by the Municipality for at least two (2) years;

3. The employee has exhausted all of his annual leave;

4. The agency head has certified that the employee's absence is unlikely to have a serious effect upon the agency's performance; and

5. No educational assistance shall be provided to an employee on educational leave without pay.

B. A maximum of one (1) year may be granted for educational leave without pay.

C. **Benefit Entitlement**: An employee on educational leave without pay may pay for health and insurance coverage, as determined by the Director of Employee Relations, or his designee.

D. **Replacement Of Employee On Educational Leave Without Pay**: Employees on approved educational leave without pay may be replaced by temporary or full-time employees, depending on the need of the agency and the duration of the educational leave without pay. Employees shall resume their positions upon completion of educational leave without pay. If it has been necessary to appoint a regular employee to replace the employee on education leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the Municipality in a comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Article 3.6, Layoff And Recall From Layoff.

Article 4.14 **Personal Leave Without Pay**

A. **Requirements**: The Director of Employee Relations, or his designee, may grant personal leave without pay to employees who request such leave when:

1. The employee has stated a legitimate personal reason on his/her leave request application;

2. The agency certifies that the agency is able to perform adequately if the leave is granted;

3. The employee has exhausted his annual leave;

4. The initial leave is granted for no more than three (3) months, with the possibility of one (1) extension for an additional three (3) months upon the same conditions; and

5. The employee shall be entitled to receive medical and life insurance benefits only if he pays for them in the manner prescribed by the Director of Employee Relations, or his designee.

B. **Replacement Of Employee On Personal Leave Without Pay**: Employees on approved personal leave without pay may be replaced by temporary or full time employees, depending on the needs of the agency and the duration of the personal leave without pay. If it has been necessary to appoint a regular employee to replace the employee on personal leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the Municipality in a comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Article 3.6, Layoff And Recall From Layoff.

Article 4.15 **Programmed Leave Without Pay**

A. Requirements: If an agency 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 3.6 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Employee Relations, or his 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) days of programmed leave without pay shall be available pursuant to any one suspension of work by an agency 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 his designee, but annual leave shall not accrue during that time.

D. 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 4.16 **Family Leave**

The Alaska Family Leave Act (AFLA) (AS 23.10.500 - .550) and the Family and Medical Leave Act of 1993 (FMLA) (29 C.F.R. 825) provides an eligible employee job protection leave for certain family and medical reasons. This article is intended to comply with the requirements of those Acts. The terms used in this article have the meanings defined in those Acts.

A. **Family Leave Eligibility**

1. An AFLA eligible employee shall have been employed by the Municipality for at least 35 hours a week for at least six (6) consecutive months or for at least 17.5 hours a week for at least twelve (12) consecutive months immediately preceding the leave.

2. A FMLA eligible employee shall have worked for the Municipality for 1,250 hours during the past twelve (12) consecutive months, immediately preceding the leave.

3. Eligibility for Family Leave is not gender based and is available to both male and female employees.

4. In all circumstances, it is the Municipality's responsibility to invoke the employee's Family Leave entitlements and protections upon receipt of information that the eligible employee is requesting leave for a qualifying family leave condition, commencing with the first day of Family Leave.

5. The parties recognize that in the event that an employee is eligible under both AFLA and FMLA, such entitlements shall run concurrently.

Article 4.16.1 **Family Leave Entitlement and Notice.**

A. An eligible employee shall be entitled to job protection leave for the duration of leave entitlement pursuant to the Federal Family Medical Leave Act, for any approved qualifying reason pursuant under the Federal Family Medical Leave Act.

B. An eligible employee shall be entitled to job protected leave for the duration of leave entitlement pursuant to the Alaska Family Leave Act, for any approved qualifying reason pursuant under the Alaska Family Leave Act.

C. **Limitations on Eligibility.** An employee's eligibility for Family Leave for birth or placement of a son or daughter expires 12 months after the birth or placement.

D. Where the need for Family Leave is foreseeable based on an expected birth or placement or for planned medical treatment, the employee shall provide the agency head with not less than 30 days' notice before the date the leave is to begin. However, if such notice is not possible, the employee shall provide such notice as is practicable.

Article 4.16.2. **Certification**

A. Employees requesting Family Leave shall provide certification of the circumstances on which the request is being made including the statement of a health care provider of the employee's pregnancy, spouse's pregnancy or a serious health condition of the employee or the employee's spouse, son, daughter or parent and documentation of placement or adoption proceedings.

B. Prior to returning to work, employees who have been on Family Leave due to their own serious health condition shall present a certificate from the employee's health care provider that the employee is able to resume work.

Article 4.16.3 **Measuring Period**

The twelve (12) month period during which an employee is eligible for Family Leave shall be the "rolling" 12-month period measured forward from the date the employee's first Family Medical Leave begins.

Article 4.16.4 **Coordination with Other Leave**

A. Employees requesting Family Leave shall first exhaust their accrued annual and sick leave before utilizing leave without pay. However, at the employee's discretion, a maximum of forty (40) hours of accrued annual leave may remain in the employee's leave account.

B. An occupational injury/illness resulting in time loss from work is considered Family Leave because of a serious health condition that makes the employee unable to perform the functions of his job. Family leave under these conditions run concurrently with Workers' Compensation time loss.

C. Employees who have exhausted their Family Leave may request Leave Without Pay under the provisions of 4.12 and 4.14.

Article 4.16.5 **Benefit Entitlement**

Health insurance coverage for employees 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 of Family Leave during the measuring period. Employees on Family Leave beyond the first twelve (12) weeks shall be eligible for such coverage only to the extent he or she pays for it in a manner prescribed by the Director.

Article 4.16.6 **Replacement of Employee on Family Leave**

Employees on Family Leave may be replaced by full time or temporary employee(s) depending on the needs of the agency and the duration of the Family Leave. Employees shall resume their positions upon completion of Family Leave.

Article 4.17 **Unauthorized Absences**

A. Any employee who is absent from duty shall report the reason to his first line non-represented supervisor as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action. An employee who 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.

B. The Employer may require the employee to provide a medical certification from their health care provider 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.

ARTICLE 5
COMPENSATION

Article 5.1 **Wage Rates**

Wages paid to employees shall be as specified in Section 11 to this Agreement. All employees will be compensated under a pay range and step system.

The wages specified in Section 11 of this Agreement shall be adjusted during the life of this Agreement as follows:

A. Effective the first full pay period on or after January 1, 2009, the hourly wage rates shall reflect an increase of three percent (3%) as specified in Article 11.2.

B. Effective the first full pay period on or after January 1, 2010, the hourly wage rates in Article 11.3 shall be increased by the previous five (5) year average CPI-U, with a minimum of two and one-half percent (2.5%) increase and a maximum of three and nine-tenths percent (3.9%) increase.

C. Effective the first full pay period on or after January 1, 2011, the hourly wage rates shall be increased by the previous five (5) year average CPI-U with a minimum of two and one-half percent (2.5%) increase and a maximum of three and nine-tenths percent (3.9%) increase.

D. The parties agree to reopen this agreement for the purposes of a wage adjustment for the years 2012 and 2013. The parties shall begin negotiations for the wage adjustment no later than October 1, 2011. In the event that the parties are unable to agree on the wage adjustment the dispute shall be resolved pursuant to AMC 3.70.

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 Agency Head, the Director may approve initial compensation at a rate higher than the minimum 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 or promotion, the employee's entrance pay shall be advanced one (1) increment to the next highest step in the pay range for the class to which his position is allocated. The probationary period may be extended and probationary increase withheld until successful completion of probation. Exceptions are:

1. Where this Agreement specifies elsewhere that no probationary increase shall result; or

2. Where employees are promoted, appointed, or reappointed at the maximum step.

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 merit anniversary date shall remain unchanged.

Article 5.3 **Overtime Pay**

Employees shall be paid at one and one-half (1½) times their factored hourly rate of pay for all overtime worked at the direction of the MOA.

Article 5.4 **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 employees shift will not be established or changed solely to cause the majority of his/her hours to be paid at the lower shift differential rate. The shift differential for swing shift is 3% of an employee's factored rate of pay. The shift differential for the night shift is 6% of an employee's factored rate of pay.

Article 5.5 **Holiday Pay**

A. Except as modified by paragraph B below, full-time employees shall be paid eight (8) hours of pay at their factored rate of pay as holiday pay for each recognized holiday. All hours worked on a holiday shall be compensated at the employee's appropriate factored hourly rate with exceptions noted in Article 10.5 C.

B. If a full time employee on an alternate schedule i.e. ten (10) or twelve (12) hour day's works on a holiday, the employee will receive regular pay for the hours worked and is entitled to ten (10) or twelve (12) hours of holiday pay.

C. If a full time employee is working an alternate schedule and does not work on the holiday, that employee will be entitled to holiday pay equal to his or her scheduled hours for that day i.e. if a full time employee on a ten (10) or twelve (12) hour schedule does not work a holiday, that employee will be entitled to ten (10) or twelve (12) hours of holiday pay.

Article 5.6 **Longevity Pay**

Longevity pay is additional pay as a reward for length of service.

Article 5.6.1 **Length of Service**

Length of Service is interpreted as "Total Continuous Municipal Service" which includes time worked in all positions and classes, including breaks in service as defined below.

Article 5.6.2 **Length of Service Date Computation**

Length of Service date is the date of original appointment to Municipal service advanced by the number of calendar days that total leave without pay or injury leave exceeds thirty (30) during each calendar year and, for employees on the payroll as of January 1, 1981 only, by the number of years, months, and calendar days not worked between a separation and a reinstatement or re-employment. Length of service date computation will not be bridged for leave accrual or longevity pay. Time served in temporary or seasonal appointment shall be included only for employees who move directly from such temporary or seasonal appointment to a regular position with no break in service.

Article 5.6.3 **Length of Service Date Determines**

When the annual leave accrual rate changes;
When an employee is entitled to longevity pay;
When an employee is entitled to a Service Award

Article 5.6.4 **Longevity Pay**

Longevity pay is additional pay as a reward for length of service. Effective date for longevity pay increase shall be the employee's length of service date. Longevity will be paid only to employees hired prior to January 1, 1981 as follows:

117.5% of base pay after 25 years of total service
120% of base pay after 30 years of total service

Article 5.6.5 **Longevity Continuation**

Not withstanding the above, longevity pay shall not be paid to any employees hired, rehired, or re-employed after January 1, 1981. Employees on the payroll as of January 1, 1981 shall continue to be paid longevity pay unless they resign, are laid off for longer than one (1) year without re-employment, or are discharged for cause. After January 1, 1981, length of service date computation will be bridged only for service awards; length of service date computation will not be bridged for leave accrual or longevity pay.

Article 5.6.6 **Service Recognition**

Service Recognition pay is additional pay for length of continuous service. The Service Recognition Program (SRP) will freeze effective December 31, 2008. Those employees qualifying for service recognition pay on December 31, 2008 shall continue to receive that level of pay, but will not continue to advance to any additional steps, if applicable.

Regular employees hired on or after January 1, 1981, may be eligible to receive Service Recognition pay. Employees receiving Service Recognition pay as of December 31, 2008 shall continue to be eligible unless they resign, are laid off, for longer than one (1) year without reemployment, or are discharged for cause.

Service Recognition pay will be paid only to employees who were receiving Service Recognition pay prior to January 1, 2009, shall be:

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 5.6.7 **Performance Step Program**

Regular employees are eligible be participate in the Performance Steps Program (PSP). Employees who were hired on or before January 1, 1981 who are entitled to longevity pay will not be eligible for additional step increases through the PSP. If employees receiving service recognition pay choose to participate in the PSP, their pay shall be adjusted to reflect the difference between the SRP and the PSP once the PSP criteria has been obtained.

As of January 1, 2009, employees 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.

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 or designee 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. Safety
    a. No preventable accidents, preventable incidents, moving violations, or citations on the job not due to equipment malfunction.
    b. Attends a minimum of two (2) safety meetings per quarter.
    c. No violations of departmental safety rules.

2. Reliability & Dependability
    a. Punctuality.
    b. No more than three (3) non-scheduled days of leave absence per quarter, not to exceed nine (9) days in a twelve (12) month period.

3. Departmental Policy and Procedures
    a. Failure to adhere to vehicle and equipment inspections.
    b. No documentation of disciplinary action.

Upon the successful completion of eight (8) quarters, an employee shall be eligible to receive performance pay in the amount of six and one-half percent (6.5%) of the base rate of pay or their current SRP, whichever is greater. The employee shall then be eligible to enter into the second step of the PSP.

Upon the successful completion of eight (8) additional quarters in the second step of the PSP, an employee shall be eligible to receive performance pay in the amount of an additional six and one-half percent (6.5%) of the rate of pay for a total combined SRP and PSP pay and of thirteen percent (13%) above the base rate of pay.

Service Recognition Pay (SRP)	Performance Step 1: 6.5% (PSP)	Performance Step 2: 6.5% (PSP)	Total Service Recognition and Performance Step Pay
No SRP	6.5% PSP	6.5% PSP	13%
3.5 % SRP	3.0% PSP	6.5% PSP	13%
7.0% SRP	0% PSP	6.0% PSP	13%
10.5% SRP	0% PSP	2.5% PSP	13%

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

The decision is not grievable, however it is appealable. 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 final and is not grievable under the terms of this Section.

Article 5.7 **Standby Pay**

Employees who are in standby status at the direction of the MOA shall be paid two (2) hours of pay at their factored straight time rate for each work day or portion thereof spent in standby status.

Article 5.8 **Call Out Pay**

Employees who are working in call out status shall be compensated at one and one-half (1½) 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 (1½) times their factored rate of pay. The MOA agrees not to use shift change language to avoid paying call out pay. In the event that an employee takes unscheduled leave during their normal scheduled work hours later in the work week, the hours worked during the call out will be

compensated at straight time, not at one and a one-half (1½) times their factored rate of pay.

Article 5.9 **Wait Time Pay**

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

Article 5.10 **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 5.11 **Meal Allowance**

Where employees are given a meal break when working more than four (4) hours beyond their scheduled shift, they will be paid nine dollars ($-9.00) to partially cover the cost of the meal.

Article 5.12 **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 dues check off. The MOA may not make any other deductions from employee pay except as authorized by law or written agreement with the employee. Any such written agreement must be concurred in by the Union.

Article 5.13 **Work In Different Classification**

Assignment to work in a higher or different classification must be made by a MOA Non-representative supervisor other than the employee whose position is being filled.

A. When an employee is temporarily assigned to work two (2) or more consecutive hours in a higher classification, within the bargaining unit, the employee will be compensated for all hours worked in the higher classification at step 1 in the higher classification or five (5) percent above his or her factored rate of pay whichever is greater.

B. When an employee is temporarily assigned to work in a lower classification, the employee will be compensated for all hours worked in the lower classification at his regular applicable rate of pay.

C. This article shall cover employees assigned in a training capacity only when the employee is the sole operator and their performance is not being continuously monitored on-site at the time. Employees assigned in a

training capacity that are accompanied by another operator for training purposes, or whose performance is being continuously monitored on-site is not covered by this article.

C. The MOA shall designate an employee to perform the duties of leadman on a shift or job with regularly assigned foreman or leadman when foreman or leadman is absent for at least two (2) hours. The employee shall be compensated at five (5) percent above his or her factored rate of pay for performing the duties of leadman or foreman.

E. Comfort and lunch breaks, and activities incident to the duties of a foreman or leadman normally occurring during the day are not to be construed as absences.

Article 5.14 **Reclassification Request**

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

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 his request through his agency head, who shall forward the request with his comments and recommendations concerning the appropriate allocation to the Director for his review. The employee and the agency head will be advised in writing on the disposition of the request. (AO 79-195).

Article 5.15 **Pay Day 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 5.16 **Errors in Pay**

There shall be no liability on the part of the MOA with regard to the preparation and delivery of paychecks other than for intentional misconduct. The MOA 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. Confirmed discrepancies in pay will be corrected by the MOA by the next payday occurring more than seven (7) days after the discrepancy is confirmed. Failure of the MOA to correct confirmed discrepancies by the next

payday occurring more than seven (7) days after the discrepancy is confirmed shall entitle the employee to receive eight (8) hours pay for each day after the payday during which the discrepancy remains uncorrected. Upon notification to the member, the MOA reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred.

Article 5.17 **Mid-Term Classification Changes**

If, during the term of the Agreement, the Employer creates a new classification, the applicable wage rate is subject to negotiations and arbitration, if necessary.

The employer's decision to create a new classification is not subject to arbitration.

ARTICLE 6
HEALTH AND SECURITY

Article 6.1 **Health & Welfare Benefits**

The Municipality agrees to participate in, and contribute to, the International Union of Operating Engineers Local 302/Employers Health and Security Fund for the purpose of providing certain health and welfare benefits to employees. Full time employees are eligible to participate in health, life and disability programs subject to the provisions of the plan.

Article 6.1.1 **Health Insurance**

Health Insurance for regular employees shall be provided through the International Union of Operating Engineers Local 302/Employers Health and Security Fund. Health Insurance Benefits shall include; Medical, Prescription Drug, Dental, Weekly Disability, Life Insurance, Accidental Death and Dismemberment Insurance. Coverage is subject to the terms and conditions described in the plan booklet provided by the trust.

Through June 30, 2009, the Municipality shall continue to contribute $1026.00 per month for each regular employee and the employee's co-pay will continue to pay $45.00 per month. As a result of the 302 Health and Welfare Trust doing their due diligence to manage the Fund and keep health care costs down, effective July 1, 2009, the Municipality agrees to pay health and welfare cost increases up to $90.00 for the Plan year beginning the first full pay period following July 1, 2009. Any increases exceeding this amount will be negotiated with the understanding that the employee will incur costs at an increased rate from the current MOA/Employee split. The parties agree to reopen this agreement for the purpose of Union Health and Welfare Trust contributions each year thereafter upon 90 day notice by either party. Negotiated rates will go into effect July 1st of each year.

Article 6.1.2 **Health and Welfare Trust Plan**

The MOA to Local 302 agree as follows:

1. The Trust agrees to enroll eligible MOA employees represented by Local 302 in the Health Insurance Plan and to provide electronic data in a form acceptable to the MOA for eligible participating employees. Monthly updates for new employees will be provided to the MOA by the first of each month.

2. The MOA agrees to make the appropriate payroll contributions to the Trust on or before the fifteenth day of the month following the month in which the hours were worked.

3. The amount the employee contributes to the basic Health Trust, to include voluntary benefits, will be split equally between the first two (2) pay periods in each month.

4. The Trust agrees to be responsible for reconciliation of the payments received from the MOA per employee. Should an overpayment to the Trust occur on behalf of an employee, the Trust shall remit the overpayment to the MOA for purposes of the MOA's repayment to the employee. If the MOA, in error, advances eligibility and payments for an employee who is not an eligible Local 302 member and the Trust certifies eligibility and pays benefits on behalf of that employee, the MOA shall be responsible for reimbursing the Trust for the amount paid in benefits on behalf of that employee, less the premiums collected by the Trust. The Trust shall notify the MOA of any such error within 10 days of discovery and shall immediately transfer all claims records to the MOA. In the event of either an overpayment or an underpayment, the Trust will provide the MOA with documentation as necessary to verify the adjustments.

5. The Trust shall operate within the rules of the Fund's section 125 Plan. The MOA shall have the right to audit the enrollment process and premium calculation.

6. The contributions provided by the MOA on a monthly basis, solely for the purposes of a health and welfare benefit program or programs for the benefit of eligible members of the Local 302 and their qualified beneficiaries and to defray the reasonable expenses of administering the plan or plans of benefits. If the Trust covers participants in addition to members of the Local 302, the Trust will maintain a separate account and will insure that separate income and expense statements and balance sheets are maintained so as to determine the administrative costs as well as the actual cost of benefits for the plan or plans covering the Local 302 members. The provisions of the plan or plans obtained by the Trust must satisfy the mandatory requirements of Anchorage Municipal Code 3.30.161.

7. The Municipality of Anchorage's liability for contributions is limited to those fiscal years in which the monetary terms of a Collective Bargaining Agreement between the parties is approved by ratification of the bargaining unit members and approved by the Municipal Assembly in accordance with AMC 3.70.130.

Article 6.1.3 **Health Promotion**

The Union recognizes that the provision of a safe work environment and encouragement of a healthful workforce is the right and obligation of the MOA. The Union agrees to cooperate with the MOA in the exercise of this right and

fulfillment of this obligation so long as no right guaranteed under this Agreement is violated and with the recognition that participation of its members in any health promotion programs made available by the MOA shall be on a voluntary basis.

Article 6.2 **Savings Plan**

Employees shall be eligible to participate in the Municipality's 401 (K) and 457 savings plan under the same terms and conditions that they are available to other municipal employees.

Article 6.3 **Retirement**

Effective through the last full pay period in December 2008, the MOA shall pay into the Local 302 Pension Plan an amount of $4.00 per hour and the employee shall contribute $1.50 for each compensable work hour for a total of $5.50 per hour.

Effective the first full pay period on or after January 1, 2009 the MOA shall pay into the Local 302 Pension Plan an amount of $4.00 per hour and the employee will contribute $1.50 per hour into the Local 302 Pension Plan for each compensable hour for a total of $5.50 per hour.

Effective the first full pay period on or after January 1, 2010 the MOA shall pay into the Local 302 Pension Plan an amount of $4.50 per hour and the employee will contribute $1.50 per hour into the Local 302 Pension Plan for each compensable hour for a total of $6.00 per hour.

Effective the first full pay period on or after January 1, 2011 the MOA shall pay into the Local 302 Pension Plan an amount of $5.00 per hour and the employee will contribute $1.50 per hour into the Local 302 Pension Plan for each compensable hour for a total of $6.50 per hour.

The amount to be contributed beginning with the first full pay period on or after January 1, 2012 from the employee and the MOA will be negotiated at the reopener for wages no later than October 1, 2011.

Said contributions shall be made on or before the fifteenth day of the month following the month in which the hours were worked, to the Locals 302 and 612, of the International Operating Engineers-Employers Construction Industry Retirement Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Retirement Plan established by this Trust Fund shall continue to be administered by a joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union, and each Trustee appointed by the Employers shall be a member

of an affiliated firm of the Chapters or a regular paid employee of the Associated General Contractors of America, Inc.

It is understood that the Union and Employer Associations are principal parties to the Trust Agreements and, therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

Article 6.4 **Health Care Reform**

Should state or federal legislation mandate change in premiums or, care coverage, the parties agree to reopen negotiations.

Article 6.5 **Pre-Tax**

Any premium expense paid by the employee through payroll deduction may be paid on a pre-tax basis to the extent allowed by law.

Article 6.6 **Change in Contributions to Wages and/or Fringe Benefits**

The Union members working under this Agreement shall vote upon a portion of any wage increase to be applied to Health and Security or Retirement Trust Fund. The Union shall give thirty days written notice to the Municipality prior to the wage increase effective date as to where the members would like to distribute the monies.

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: documented oral reprimand, written Disciplinary Action Report (DAR), suspension for a period to be determined by the department head or his designee, 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 7.2 **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 shall be 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. MOA and Union grievances shall be filed in writing commencing at Step II of this grievance procedure. Allegations of unlawful discrimination 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 Union grievance form.

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

Article 7.3 **Grievance Procedure**

A. The procedure for the resolution of grievances is hereby provided.

When a situation arises which becomes a basis for a grievance, the Union and the Municipality will make every effort possible to informally resolve the grievance administratively. In the event that the problem cannot be

thereby resolved, the grievance shall be reduced to writing on a standard form agreed to by the parties within ten (10) working days of the event, giving rise to the grievance and the following procedure will be used.

The written form of the grievance shall 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; and
4. Date of alleged violation(s).

B. In the application of this article, "days" shall exclude Saturdays, Sundays, and recognized Municipal holidays. Nothing in this article shall 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 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 shall begin at Step II of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

Article 7.3.1 **Step One**

The written grievance shall be distributed to the responsible Department Head within ten (10) working days of when the event giving rise to the grievance occurred. The Employer shall have ten (10) working days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) working days after the Step I meeting the Department Head 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) working days in which to notify the Director, Employee Relations, or his/her 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 Director, Employee Relations, or his/her designee shall meet within ten (10) working days of that notice to attempt resolution. Within ten (10) working days

after the Step II meeting the Director, Employee Relations must issue a written response.

In the event that the Union or the MOA files a grievance at Step Two of this procedure, the Director, Employee Relations or his/her designee and the Union shall meet within ten (10) working days of the receipt of that grievance in an attempt to resolve the grievance. Within ten (10) working 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 10 working days of receipt of the Step Two response. The arbitration shall be conducted pursuant to the procedural rules set fort in the Labor Arbitration Rules Of The American Arbitration Association and generally accepted principles of labor arbitration.

Article 7.3.4 **Arbitrability**

In the event that any question involving the procedural or substantive arbitrability of any grievance arises, 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 hearings. The hearing on the merits shall not commence until a decision is rendered on the arbitrability questions.

Article 7.3.5 **Selection of the Arbitrator**

The parties shall attempt to establish a permanent panel of predominantly Alaskan arbitrators within thirty (30) days of the effective date of the contract. The panel shall be initially established by the Employer and the Union each submitting a list of seven (7) arbitrators to each other. In the event that the name of any arbitrator appears on both lists, that arbitrator shall be considered accepted and shall be placed on the panel until a panel of seven arbitrators and two alternates is filled. The remaining vacancies shall be filled by the random drawing of the remaining names on both lists. In the event that a member of the permanent panel should withdraw or otherwise no longer be able to serve upon the panel, one of the alternates will fill that vacancy and parties will meet and select another alternate.

To select a specific arbitrator to hear any grievance properly appealed to arbitration, the parties shall alternately strike arbitrators from the permanent panel of seven (7) arbitrators until one name remains.

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 Labor Arbitration Rules of the American Arbitration Association. 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 final and binding on all parties.

Article 7.3.7 **Service**

Unless otherwise agreed between the parties, grievance filings and responses will be mailed return receipt requested. Questions concerning timeliness of filings will be determined by return receipt records. If agreed by the parties, facsimile transmissions or hand deliveries may be used as an alternative means of filing a grievance or response.

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 his file.

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

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 CDL requirements and 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. 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.

E. 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 Employer. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.

F. The Employer 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 Employer shall furnish seat belts 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.

G. The Municipality shall establish regular safety meetings for each department on a monthly basis 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 **Handtools**

Employees may be required to provide common quality tools of the trade in which they are employed. Employees shall submit and maintain a current inventory of specialty hand tools (i.e. torque wrenches) and power (air and electric) tools to the shop supervisor. Employees' inventoried specialty hand tools and power (air and electric) tools will be replaced if broken in the course of the work.

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. 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 his or her 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 ($175.00) dollars one time every twenty-four (24) month period. The employee shall be required to submit a receipt for the safety footwear.

C. Effective January 1, 2009 through December 31, 2010, each regular employee required by the MOA based on the nature of his or her work to wear safety footwear, shall be reimbursed for the actual cost of safety footwear not to exceed the sum of two hundred dollars ($200.00) one time

every twenty-four (24) month period. The employee shall be required to submit a receipt for the safety footwear.

D. Effective January 1, 2011, and each calendar year thereafter, each regular employee active as of January 1, required by the MOA based on the nature of his or her work to wear safety footwear, shall be provided a footwear allowance of one hundred twenty-five dollars ($125) in the first full pay period of each calendar year. Employees who are hired after January 1 shall receive a footwear allowance as follows:

1. Regular employees hired during the first quarter of the year shall receive a footwear allowance of one hundred twenty-five dollars ($125) which will be included with their first pay check.
2. Employees hired in the second quarter of the year shall receive a footwear allowance of ninety-three dollars and seventy-five cents ($93.75) which will be included with their first pay check.
3. Employees hired in the third quarter of the year shall receive a footwear allowance of sixty two dollars and fifty cents ($62.50) which will be included with their first pay check.
4. Employees hired in the fourth quarter of the year shall receive a footwear allowance of thirty-one dollars and twenty-five cents ($31.25) which will be included with their first pay check.

E. Article 8.5 does not apply to temporary or seasonal employees

Article 8.6 **Access To MOA Property**

Employees shall have access to non-public MOA property during normal operations or 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 paragraph 2.11.5 of this Agreement, Visits to Employer Work Locations.

Article 8.7 **Revocation of License**

In the event an employee shall suffer a revocation of his 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 he held prior to revocation of his license after his license is restored. The employee shall lose no pay, benefits, or seniority upon the event of revocation of his 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.

Article 8.8 **Safety Award Incentive Program**

The MOA is committed to raising the awareness of employee safety and creating and promoting a safe working environment for all employees. The MOA recognizes the benefits for the employee and the Municipality in maintaining a safety conscious work place and has agreed to reward regular employees who remain accident and incident free as set forth in the Safety Award Incentive Program (SAIP). The intent of this Section is to provide a safety incentive award to those employees who work accident, injury or incident free, as described in this Section, for the course of a normal work year. For the purposes of this Section, a normal work year is defined as a calendar year free from excess absences whether due to Worker's Compensation, Personal Leave, Leave Without Pay, or any other absence, as determined by the supervisor and approved by the Department Head.

The SAIP terms and conditions are as follows:

A. **Safety Award Incentive Program Period:** The Safety Award Incentive Program eligibility period for regular employees is from January 1st to December 31st of each year.

B. **Employee Eligibility.** Only regular employees are eligible for the SAIP.

C. **Qualifying for a Safety Award Incentive.** A regular employee shall accrue his SAIP award in the first full pay period in January of each year. Awards shall be prorated as follows: Employees who work between January 1 to June 30th without accident, injury, or incident as defined in this Section, and as determined by the supervisor and approved by the Department Head or designee, shall earn one-half (½) Safety Award Incentive Day (SAID). Employees who work between July 1 to December 31st without an accident, injury, or incident as defined in this Section, and as determined by the supervisor and approved by the Department Head or designee, shall earn one-half (½) SAID. Note: Seasonal and Temporary employees are excluded from this provision. The SAID hours shall be added to the employee's cashable annual leave account.

D. **Use of SAID's.** Safety award incentive hours may be used in accordance with Article 4.3.3 (Paragraph A.)

E. **Award of a Safety Award Incentive.** Employees shall be notified in writing of the award of a SAID by the Department Head or supervisor.

F. **Disqualification of a Safety Incentive Award.** A decision by the Department Head or designee that an employee is disqualified for a SAID is not subject to grievance and arbitration provisions in Article 7. An

employee who loses his license for on or off duty conduct who is not terminated shall be disqualified for a Safety Incentive Award.

G. **Accident / Incident.** An accident or incident shall include:

- **An Injury.** An on the job at fault accident or incident that cause an injury to an employee or a non-employee requiring medical attention away from the accident or incident site.

- **Worker's Compensation Claims**. A Worker's Compensation accident or incident, due to the injured person's own actions, that results in time off work beyond the date of the accident or incident.

- **A Traffic Violation.** Whereby the employee is convicted through the courts for a traffic violation.

- **Damage to Private or Municipal Property.** As a result of negligent actions if the damage results in disciplinary action taken against the employee.

- **Equipment Damage**. Damage to MOA equipment or machinery requiring repair. Exception: Damage to equipment incurred by striking hidden objects shall not result in disqualification.

- **Un-safe Act.** Any act by an employee that endangers, or creates a hazardous condition for the employee or others.

ARTICLE 9
MISCELLANEOUS PROVISIONS

Article 9.1 **Educational Incentive**

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

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.

Article 9.2 **Union Training Program**

The Union and the Municipality of Anchorage agree that it is in their mutual interest and in the interest of the employees to be trained in the fields of work and equipment covered by this Agreement. The Union Training Trust and the Municipality shall meet as needed to identify and address training needs. Eligibility for training is only available to those employees in which the Municipality makes contributions on their behalf and meet the minimum qualifications as set forth by the Training Trust for all members. Training not typically administered by the Union, shall be pre-approved and a cost share shall be agreed upon with the Local Training Trust and the Municipality.

If an employee is approved to attend training at the Union training center and this training maintains, improves or acquires skills in the employee's current job and which are of immediate and direct value to the Municipality, the training will be on paid time. When approved, if scheduled training occurs during normal working hours, participation may be considered regular time. If the scheduled training occurs during a time that is different from the employee's work schedule, an alternate schedule may be arranged. Training is not eligible for overtime pay and shall not count toward hours worked for the purpose of determining overtime eligibility within the workweek. The extent to which individual agencies approve training may vary depending on such factors as staffing, organizational priorities, and the nature of the training.

The Municipality agrees to contribute to the Apprenticeship and Training Program $.25 per hour for all regular hours (2080) per year worked for employees. Effective the first full pay period of January 2009, the Municipality agrees to contribute to the Apprenticeship and Training Program $.30 per hour for all compensable hours, not to exceed 40 hours per work week, for employees.

Contribution rates for 2010, 2011, 2012 and 2013 will be reopened upon a 90 day notice by either party.

ARTICLE 10
SCHEDULING

Article 10.1 **Scheduling By Employer**

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.

Article 10.2 **Scheduled Work Week**

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

Article 10.3 **Rest Breaks**

Except in an emergency situation, all employees shall be allowed one (1) rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift consistent with department policy. When working other than the regular shift, when the work situation permits, rest breaks shall be taken each two (2) hours.

Article 10.4 **Meal Breaks**

Meal breaks will be one (1) hour unpaid or one-half (½) 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. Where employees work four (4) or more hours beyond a regular eight (8) hour shift, they will be given a one-half (½) hour unpaid meal break. Where the nature of the work will not permit a contiguous thirty (30) minutes or sixty (60) minute meal break, the break for the meal may be divided, but shall still total either thirty (30) or sixty (60) minutes. 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 10.5 **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 on any given work day or forty (40) hours in any given work week 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 employer's obligation in assigning overtime off the volunteer list is limited to calling the employee first at work, if he is on duty, and then at the employee's home or at a single contact number, which has been provided by the employee. An employee on leave or at work shall not lose their position on the voluntary overtime rotation list. 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 employer, as necessary.

C. **Hours Calculation for Overtime Eligibility**

The hours compensated as court leave, official union business and hours paid as holiday pay for the New Year's Day, Independence Day, Memorial Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas holidays, shall be counted as hours worked for the purpose of determining eligibility for overtime pay in the work week in which these events fall.

D. **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 10.6 **Starting Times, Reporting Locations, and Work Schedules**

The MOA shall schedule all starting times, reporting locations, and work schedules. Employees must be advised of any changes in starting times or reporting location at least twelve (12) hours before any such change is implemented. When the MOA does not notify or attempt to notify employees of such change at least twelve (12) hours in advance, the employee shall be entitled to compensation at the overtime rate for all hours worked inside of the twelve (12) hour notification period.

Any changes to work schedules for full time employees will be posted on the appropriate workplace bulletin boards as far in advance as possible. In the absence of unanticipated operational, emergency, or safety needs, work

schedules shall not be changed without forty-eight (48) hours notice except as provided elsewhere in this agreement or as necessary in dealing with absences due to jury duty.

Article 10.7 **Shifts**

All shifts shall be scheduled by the MOA. If a shift is proposed by the employer other than an 8 hour or 10 hour shift, those employees scheduled to work that shift shall by majority vote approve such proposed schedule prior to its implementation. Where feasible, the employer will attempt to transfer or reassign any employee voting in the minority if the employee requests consideration for such transfer or reassignment. Shop stewards shall conduct the vote on the schedule proposed by the employer.

Article10.8 **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 without having had the eight (8) hour break shall be paid at the overtime rate.

Article 10.9 **Call-Outs**

All call outs shall be scheduled by the MOA. Employees who are called out by the MOA shall be guaranteed at least four (4) hours of pay at the straight time rate.

Article 10.10 **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.

Article 10.11 **Standby Time**

No employee shall be in standby status unless scheduled for such by the MOA. The rules and requirements applicable to employees in standby status shall be determined by the management of the department within which the on-call employee is employed. Time spent in standby status does not count as hours worked for the purposes of determining overtime eligibility within the workweek. Standby assignments will be made on a rotation basis from a list established by the MOA.

Article 10.12 **Travel**

Employment related travel by employees covered by this Agreement must be directed and scheduled by the MOA.

Article 10.13 **Show up Guarantee**

Employees reporting for work, and not put to work, shall receive two (2) hours at their regular factored rate of pay unless notified by phone or message left not to report to work at least two (2) hours prior to the start of the shift.

ARTICLE 11
CLASSIFICATIONS AND WAGE SCHEDULES

Article 11.1 Classifications

RANGE	CLASSIFICATION	NUMBER
4	General Laborer	796
7	Airport Maintenance Assistant	800
9	Refuse Disposal Utilityman I	781
10	Refuse Disposal Utilityman II	782
11	Light Equipment Operator I	727
15	Port Maintenance Technician I	748
	Airport Maintenance Technician I	780
	Equipment Serviceman	712
16	Port Maintenance Technician II	749
17	Medium Equipment Operator	738
18	Warehouseman Journeyman	763
	Heavy Equipment Operator	720
	Refuse Disposal Utilityman III	783
	Airport Maintenance Technician II	798
	Refuse Disposal Technician I	784
	Port Maintenance Journeyman	750
	Equipment Operations Technician I	752
19	Heavy Equipment Operator Leadman	722
	Airport Maintenance Technician III	799
	Port Maintenance Leadman	751
	Master Mechanic	801
20	Refuse Disposal Foreman (Working)	791
	Equipment Operations Tech II	711

Article 11.2 2008 **Wage Schedule**

	Base Rates by Grade, Step						
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**
04	12.20	12.81	13.44	14.11			
07	13.35	14.03	14.72	15.47			
09	15.56	16.33	17.17	18.00			
10	16.33	17.17	18.00	18.91			
11	17.17	18.00	18.91	19.85			
15	20.86	21.90	22.99	24.14			
15A	14.48	16.90	19.31	20.52	21.73	22.93	24.14
16	21.90	22.99	24.14	25.35			
17	22.99	24.14	25.35	26.60			
17A	15.96	18.62	21.28	22.61	23.94	25.27	26.60
18	24.14	25.35	26.60	27.93			
19	25.35	26.60	27.93	29.35			
20	26.60	27.93	29.35	30.81			

Article 11.3 **Wage Schedule Effective First Full Pay Period in January 2009.**

This wage schedule reflects a three (3) percent increase over the wage schedule in Article 11.2.

	Base Rates by Grade, Step						
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**
04	12.57	13.19	13.84	14.53			
07	13.75	14.45	15.16	15.93			
09	16.03	16.82	17.69	18.54			
10	16.82	17.69	18.54	19.48			
11	17.69	18.54	19.48	20.45			
15	21.49	22.56	23.68	24.86			
15A	14.91	17.41	19.89	21.14	22.38	23.62	24.86
16	22.56	23.68	24.86	26.11			
17	23.68	24.86	26.11	27.40			
17A	16.44	19.18	21.92	23.29	24.66	26.03	27.40
18	24.86	26.11	27.40	28.77			
19	26.11	27.40	28.77	30.23			
20	27.40	28.77	30.23	31.73			

ARTICLE 12
TERMS OF AGREEMENT, RENEGOTIATION

Article 12.1 **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 June 30, 2013.

Article 12.2 **Renegotiation**

Either party wishing to negotiate a successor agreement to this Agreement must notify the other party 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 neither 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.

MUNICIPALITY OF ANCHORAGE

Lisa Arnold
Labor Relations Director

Stuart Greydanus, Director of Operations
Port of Anchorage

Rick Nissen, General Foreman
Solid Waste Services

Dan Southard, Superintendent
Street Maintenance

David K. F. Otto
Employee Relations Director

Mark Begich
Mayor

ATTEST:

for Barbara Gruenstein
Municipal Clerk

OPERATING ENGINEERS, LOCAL 302

Jason Alward
Business Representative

Mike Barr
302 Negotiations Team Member

Glen Haasl
302 Negotiations Team Member

Jim Holt
302 Negotiations Team Member

Doug Potter
302 Negotiations Team Member

Tony Hanson
District 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 day of October 14 2008.

MUNICIPALITY OF ANCHORAGE

DATED: 11/13/08

BY: Lynden L. Lewis

Its _____

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 14th day of August, 2008.

OPERATING ENGINEERS LOCAL 302

DATED: October 31, 2008

BY: _____
JASON M. ALWARD

Its- Business Agent/ I.U.O.E Local 302

APPENDIX A

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 duites 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 or 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.

04/10/00 Revised

Appendix B

Union Seniority Tie-Breaker

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

APPENDIX C

LETTER OF AGREEMENT

Between The

MUNICIPALITY OF ANCHORAGE (MOA)

And The

INTERNATIONAL UNION OF OPERATING ENGINEERS (L-302)

Re: Voluntary Overtime

The parties agree that Article 10.5 B of the MOA/L-302 CBA will be interpreted as follows, effective August 1, 2007:

List A: CTS
This list will be used when determining overtime rotation at the Central Transfer Station. It shall be made up of all "Regular Full Time" employees by classification who work in the Transfer Station Operation in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list in order of seniority.

List B: ARL
This list will be used when determining overtime rotation at the ARL. It shall be made up of all "Regular Full Time" employees by classification who work in the Landfill Operations in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list in order of seniority.

List C: CTS and ARL
This list shall be made up of ALL employees, regardless of classification from SWS Disposal (CTS and ARL) in order of seniority. "Seasonal" and "Temporary" employees will be placed at the bottom of the list. Supervisors shall determine if an employee possesses the necessary qualifications for the task the employee is needed for. However if the employee already performs the duties of the position needed, they shall be deemed qualified.

List A and List B shall be exhausted prior to moving to List C. All other provisions Article 10.5 B shall remain in effect.

FOR THE MOA

8-14-07
Brian Crewdson — Date
Director, SWS

8-13-07
Will Askren — Date
Labor Relations

FOR L-302

8.13.07
Jason Alward — Date
Business Agent

APPENDIX D

LETTER OF AGREEMENT

Between The

MUNICIPALITY OF ANCHORAGE (MOA)

And The

INTERNATIONAL UNION OF OPERATING ENGINEERS (L-302)

Re: Seniority – Port Technician Designated Mechanic

The parties agree and understand the following:

Management retains the right to assign shifts for business reasons. For business reasons, the Port of Anchorage management has assigned the Maintenance Technician position designated as the mechanic to a Day Shift position.

This position shall be exclusive of seniority with respect to bidding shifts, but shall be responsible for complying with all other aspects of the c.b.a.

If the staffing level at the Port of Anchorage changes and a second mechanic position is designated, this agreement will no longer be applicable unless mutually agreed upon.

All other provisions of 3.3 shall remain in effect.

This agreement does not constitute a change in practice or the current contract language and is non-precedent setting.

FOR THE MOA

Lisa Arnold — Date 6/25/08
Labor Relations Director

FOR L-302

Jason Alward — Date 6/25/08
Business Agent

APPENDIX E

LETTER OF AGREEMENT

Between The

MUNICIPALITY OF ANCHORAGE (MOA)

And The

INTERNATIONAL UNION OF OPERATING ENGINEERS (L-302)

Re: Voluntary Overtime

The parties agree that Article 10.5 B of the MOA/L-302 CBA will be interpreted as follows for Street Maintenance:

Each Streets Maintenance employee during the summer months is assigned to a crew. 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 by classification within each crew in order of seniority. It shall be offered by classification, seniority and qualification with respect to crew integrity. The MOA shall determine if an employee is qualified. However, if the employee already performs the duties of the position needed and is within the established crew where the overtime occurs, they shall be deemed qualified.

If no qualified employees within the crew accept the overtime, the overtime will be offered on a rotating basis to qualified employees who have signed a volunteer list by classification and seniority. If an employee is not given the opportunity for overtime due to the employer's determination that they are not qualified, upon request, a reason shall be given in writing.

If no individuals are available, qualified employees shall be assigned by the employer, as necessary, in reverse seniority within the crew in which the overtime occurs.

All other provisions of 10.5 shall remain in effect.

This agreement does not constitute a change in practice or the current contract language and is non-precedent setting.

FOR THE MOA

6-25-08

Dan Southard — Date
Superintendent, Street Maintenance

FOR L-302

4/5/08

Jason Alward — Date
Business Agent

6/25/08

Lisa Arnold — Date
Labor Relations Director

APPENDIX F

LETTER OF AGREEMENT

Between The

MUNICIPALITY OF ANCHORAGE (MOA)

And The

INTERNATIONAL UNION OF OPERATING ENGINEERS (L-302)

Re: Weekend Rotation Schedule

The parties agree and understand the following:

To provide 7-day coverage at Merrill Field and to sustain level of service, quality of work and productivity of the workforce the following rotating weekend schedule was created:

Every 15 weeks, the two (2) Airport Maintenance Technicians (AMTII) will rotate between the weekend schedule and the weekday schedule.

This rotation allows 7-day coverage on the airport and gives the AMT II employees the opportunities to have weekends off during the year.

If the staffing level at Merrill Field changes, this agreement is no longer applicable unless mutually agreed upon.

All other provisions of 3.3 shall remain in effect.

This agreement does not constitute a change in practice or the current contract language and is non-precedent setting.

FOR THE MOA

6/25/08

Lisa Arnold — Date
Labor Relations Director

FOR L-302

6/25/08

Jason Alward — Date
Business Agent