



**AGREEMENT**

**BETWEEN**

**MUNICIPALITY OF ANCHORAGE (MOA)**

**AND**

**ANCHORAGE MUNICIPAL  
EMPLOYEES ASSOCIATION, INC. (AMEA)**

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**2014 - 2015**

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EMPLOYEES ASSOCIATION, INC.**

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**ARTICLE 1 PREAMBLE**

This Agreement is made and entered into by and between the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "MOA" or "Employer", and the Anchorage Municipal Employees Association, Inc., hereinafter referred to as the "Association" or "AMEA" or "Union". This AMEA/MOA Labor Agreement may be referred to as the "Agreement."

**ARTICLE 2 GENERAL PROVISIONS**

**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 Association represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances under this Agreement by binding arbitration, to prevent strikes, voluntary unauthorized work disruptions 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 Association to their mutual benefit.

**2.2 Definitions**

**A. Anniversary Date**

Anniversary date means the day of the month following completion of the probationary period.

**B. Appointment**

Appointment means those methods by which a person is designated to fill a specific vacant position.

**C. Business Day**

Business day means Monday through Friday, excluding Municipal Holidays.

**D. Department**

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

**E. Director**

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

**F. 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.

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**G. Emergency or Emergency Situation**

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

**H. Full-Time Employee**

Full-time employees are those employees who are in positions that are 40 hours per work week with a Full-Time Equivalency (FTE) of 1.0.

**I. Full-Time Equivalency (FTE)**

Full-Time Equivalency (FTE) is calculated by dividing the number of work hours for the position by forty (40). A FTE of 1.0 means the position is a forty (40) hours per work week position and a FTE of 0.5 means the position is a twenty (20) hours per work week position.

**J. Immediate Family**

Except as defined in Federal, State or Municipal laws, in this Agreement, "immediate family" shall mean the employee's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-relationship for those family members listed above, person for whom the employee has been appointed as legal guardian, same sex domestic partner as defined by the MOA, or other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.

**K. Length of Service**

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

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

**L. Night Shift**

A shift which starts at or after 11:00 p.m., but before 4:00 a.m.



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**M. Part-Time Employee**

Part-time employees are those employees who are in positions that are less than 40 hour per work week with a FTE of less than 1.0.

**N. Probation**

Status of an employee for a period of one hundred eighty (180) calendar days worked following the date of initial hire or initial employment in a different classification.

**O. Regular Employee**

A regular employee is a full-time or part-time employee, who has successfully completed the probation period.

**P. Seasonal Employee**

Seasonal Employees perform work for a period of time, generally not to exceed six (6) months in seasonal duration with an option to extend up to two (2) months upon notification to the Association. Seasonal Employees perform work associated with the events of a particular season of the year and that work consistently reoccurs year after year.

**Q. Section**

"Section" as used in this Agreement shall mean a subdivision of a division, as shown on the official organization chart of the department.

**R. Shift**

A regularly scheduled period of work hours defined by start and end times.

**S. Swing Shift**

A shift which starts at or after 3:00 p.m., but before 11:00 p.m.

**T. Temporary Employees**

Temporary employees will be utilized to augment the workforce whenever the work load temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary Employees perform work for a period of time not to exceed six (6) months unless otherwise mutually agreed by the MOA and the Association. Such positions may be filled on a full-time or part-time basis.

**U. Work Day**

A twenty-four (24) hour period during which an employee is scheduled to work.

**V. Work Unit**

"Work unit" as used in this Agreement shall mean a separately identifiable group of employees under a common supervisor within a department, division, or section as designated by the Municipality that work together as a unit.

**W. Work Week**

A fixed period of 168 hours (7 consecutive 24 hour periods).

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**2.3 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 the Agreement is silent, the Personnel Rules as of 1/1/14 will be applicable. In the event the Personnel Rules are silent the Agreement will be applicable. In the event that the Agreement and the Personnel Rules are both silent, the parties agree to meet and confer.

**2.4 Recognition**

The MOA recognizes the Association as the sole and exclusive collective bargaining representative of the employees of the MOA who are employed in a classification set forth in Article 11 of this Agreement.

The Municipality shall not negotiate with any individual nor organization as representative of the bargaining unit or bargaining unit members, other than the Association or its properly designated agent.

**2.5 Non-Discrimination**

It is agreed that there shall be no discrimination or harassment by the MOA or the Association against any employee for any reason prohibited by law. 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 Association recognizes and supports that commitment.

**2.6 Employee Lists**

The Municipality agrees to provide the Association with an employee list of the current bargaining unit members on a monthly basis. The list will include name, last available office telephone number, employee's ID number, service date, union date, hire date, active or inactive status, termination date (if applicable), re-employment or rehire date (if applicable), type of appointment, designation as to whether or not full-time or part-time, and classification, in alphabetical order by name of employee by department/division.

**2.7 No Strike, No Lockout**

This Agreement is a guarantee by all parties that there will be no strikes, lockouts, work slowdowns or stoppages as provided in AMC 3.70.120.

**2.8 Management Rights**

The Municipality retains the right to issue reasonable rules and regulations governing the internal conduct of the Municipal organization. The Municipality, pursuant to the Municipal Charter, has, and will retain, the exclusive right and power to manage and control its business and direct the working forces, including, but not limited to, the right to recruit, hire, classify, evaluate, re-assign, layoff, discipline, suspend or discharge for just cause, promote, demote, or transfer its employees in a manner not in conflict and/or inconsistent with the provisions of this Agreement and AMC 3.70.040.

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**2.9 Association Rights**

**2.9.1 General Rights**

The parties acknowledge and agree that the Association 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 recognizes the right of the Association to discipline members for violation of any Association 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 Association, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Association or from taking an active part in Association affairs, and that it will not discriminate against any employee because of Association membership or lawful Association activity. No employee shall be discriminated against for upholding Association principles or for serving on a committee and shall not lose the employee's position or be discriminated against for this reason.

**2.9.2 Association 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 Association 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 Association shall become and thereafter remain members in good standing of the Association 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 Association, 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, and must request that the employee's employment be terminated.
- C. The Association 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 Association's written request. The Association 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.

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**2.9.3 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 bi-monthly basis, the regular dues and initiation fees owed by the employee to the Association. 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 Association 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.

**2.9.4 Shop Stewards**

- A. Recognition. The Municipality agrees to recognize a reasonable number of shop stewards who shall be employees of the Municipality, appointed by the Association. The Association, upon designating a shop steward, shall advise the Municipality in writing and provide the Municipality with the appointee's name, work location, work assignment, work phone number, and Association area of responsibility.
- B. Shop Steward Duties.
1. Grievance/Complaint Handling. The duties and activities of a shop steward (except where otherwise specifically agreed between the parties), while acting as such in the work activity which he or she represents, shall be limited to the handling of complaints and grievances which arise. When a shop steward is required to leave his or her regular work unit and ceases to perform his or her regularly assigned duties in pursuit of the above or otherwise agreed upon duties, he or she shall be granted the permission of his or her immediate supervisor to leave or cease work subject to the supervisor's approval as to when to leave or cease work. If he or she enters a work area not his or her regular work unit, he or she shall first schedule the visit with the supervisor of the location he or she desires to visit. When necessary, a shop steward shall continue his or her regularly assigned duties until a reasonable time is afforded to provide for the completion of Municipal business. Only reasonable amounts of time, that have been previously approved by the shop steward's supervisor, may be spent by the shop steward in meeting with the complainant(s) or grievant(s) and/or the Municipality on Municipal premises, will be paid by the Municipality for such duties.
  2. Other Duties. Shop stewards may be allowed to use Municipal time for the administration of this Agreement other than grievance/complaint handling or other MOA/AMEA business, only with the prior approval of the Director of Employee Relations.

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Approval for the use of MOA time for either of these purposes must be obtained from the Director of Employee Relations prior to commencement of such duties on Municipal paid time.

- C. Meetings. There shall be no Municipal paid time used for preparation or presentation of arbitrations without the prior approval of the Municipality.
- D. Time Recording. Any Municipal paid time used by members, or representatives in authorized Association activities as defined in this Agreement, shall be recorded and identified by the bargaining unit member on his or her timecard.
- E. Compensation of Shop Stewards. No extra pay will be paid to any member or shop steward for the performance of any authorized Association activities as defined in the Agreement, without the prior approval of the Municipality. Municipal scheduling of meetings such that they occur outside the regular hours of the Shop Steward shall constitute prior approval.

**2.9.5 Association Meetings**

There shall be no Association meetings held on Municipal time unless properly scheduled with the Municipality.

The Association, upon proper scheduling, may use Municipal facilities for Association meetings. The Association shall adhere to the normal facility use policy and procedures.

**2.9.6 Jurisdictional Disputes**

Where a dispute arises between the Association and another union concerning which of them shall represent a classification of employees, and the dispute cannot be settled by the unions and the Municipality within thirty (30) calendar days after an employee is assigned to perform the disputed work, the dispute shall be submitted to the Municipal Employee Relations Board, whose decision shall be final and binding on all parties.

**2.9.7 Administrative Notification**

The Association 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 Association President or designee shall be given adequate notice by the MOA prior to the time that any joint MOA/Association committee defined by this Agreement is convened.

**2.9.8 Bulletin Boards**

The MOA shall provide bulletin boards and/or space on existing bulletin boards as reasonably requested by the Association. The Association is authorized to place upon the bulletin boards all Association notices and information circulated.

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**2.9.9 Association Business Leave and Leave Bank**

Association Leave Bank. The Municipality will maintain an Association Business Leave Bank to be managed by the Association. The Bank will be funded automatically in the amount of two (2) hours of cashable annual leave from every Association member no later than January 31 in each year. If an employee has less than two hours in their annual leave bank at the time of the transfer to the Association Business Leave Bank, the number of hours transferred will be equal to the employee's balance. The Association Business Leave Bank funding will have priority of annual leave usage in the pay period taken from each member. The Association may waive the automatic leave funding for any year for all its members by giving written notice to the Central Payroll Office no later than December 15th so that the leave transfer is not processed in January of the following year. There is no maximum accrual of hours.

The use of Association leave shall be at the sole discretion of the Association. Authorization for the use of Association leave shall be by the Union's President or designee in writing. The Association shall identify such designee(s) in writing. Time off on Association leave shall be scheduled with the employees' supervisor. Time off on Association leave shall not be counted as hours worked for the purpose of determining overtime eligibility within the workweek.

Granting of Association leave will only require approval of the Association. The Municipality will incur no additional cost as the result of Association leave usage. At the request of the Association, the Municipality will provide an accounting of the status of the leave balance in the bank, including leave balance, leave donated, leave used, and information regarding the dates, amounts, and names of leave bank users.

Any request for such leave involving the President of the Association or the designee shall be considered a proforma request and approved as such.

**2.9.10 Negotiating Committee**

For the sole purpose of the use of paid MOA time, the Association's negotiating committee shall be comprised of up to four (4) bargaining unit members and the Association's President. The Municipality shall retain these members in pay status for actual regular scheduled work hours while engaged in negotiations with the MOA, to include caucus time, during the ninety (90) calendar-day period. The ninety (90) day Municipal-paid negotiation time shall commence with the first bargaining meeting between the parties. Compensation during negotiation time shall be limited to the members' regular work schedules. Time spent in negotiations, during the members' regular work schedules, shall count as hours worked for the purpose of computing overtime within the workweek. Nothing in this Article limits the Association's right to have additional bargaining team members representing it at the bargaining table that are not either MOA employees or are municipal employees who may utilize their own leave or leave from the Association's leave bank.

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**2.9.11 Municipal Equipment and Municipal Information**

It is understood and agreed that during the term of this Agreement, the Municipality shall make available to the Association the following:

- A. Use of Municipal duplicating equipment.
- B. Interdepartmental mail.
- C. Use of Municipal fax machines and computer mail system.
- D. Proposed Municipal budget and any approved Municipal budget.
- E. Surveys or Studies - A completed and published copy of any surveys or studies conducted or sponsored by the Municipality and prepared for public dissemination, concerning salaries, benefits, or classifications for positions within the jurisdiction of the Association, shall be provided to the Association upon completion and publication.

Documents that are not available through the municipal website will be provided either as a printed copy or in a format acceptable to the AMEA President.

The Association shall process all requests for budget and duplicating through the office of the Director of Employee Relations. The Association will be permitted to use the interdepartmental mail, including the computer mail system, for limited service, so long as its use is reasonable.

**2.9.12 Organizational Listings**

The Municipality shall provide the Association with the Line of Authority established for application of the Grievance and Arbitration Procedure within thirty (30) days of any change. The Association shall be notified within thirty (30) days of any change to the Municipality's line of authority, and shall identify by name, all department heads, division heads, section heads, and all such subordinate supervisors of each department and the name of the unit they supervise.

In addition, within thirty (30) days of any change, the Association shall identify to the Municipality, its officers, board of directors, business representatives, and shop stewards, or any other representatives serving in those capacities.

**2.10 Personnel Records**

**2.10.1 Files**

The Municipality shall maintain the following personnel records:

- A. Central Personnel File. The Central Personnel file is the official personnel record for an individual employee and may include, but is not limited to: employment applications, prior employment, work performance, disciplinary actions other than oral reprimands, personnel actions, and tax withholding information.

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- B. Department Personnel File. An Agency Head may establish and maintain an unofficial personnel file for individual employees for use by supervisors. The Department Personnel file may contain, but is not limited to, copies of Disciplinary Action Reports (DARs), performance evaluations, personnel actions, and emergency contact information. The maintenance of the departmental personnel file, and access to that file by the employee and other persons, shall be in accordance with this Article.
- C. Medical File. Employee Relations will maintain a separate file for an individual employee which contains benefit information and reports of medical conditions resulting from pre-employment physical examinations, physical examinations required by the Municipality, or voluntary physical examinations as described in the American's With Disabilities Act, or any other medical and/or psychiatric information that the MOA obtains.

**2.10.2 Access, Review, and Use of Files**

- A. Access. Employees shall have access to their own personnel files during normal office hours. A personnel file may be inspected by the employee's Agency Head or the Director, or their respective designee and a hiring manager when the employee has applied for a position. Except as otherwise provided in this Article, a personnel file shall be inspected by others only following presentation of written consent by the employee to whom that file pertains. A document contained in a personnel file shall be confidential, unless it is not protected from disclosure by applicable law.
- B. Review. Review of any personnel files shall be conducted in the presence of the file custodian (or designee), Director, or the Director's designee as appropriate. No document shall be removed from a personnel record without prior, written approval from the Director, or the Director's designee, and notice to the employee. The Director, or the Director's designee, shall record a written note on the personnel file showing who reviewed the file and for what purpose. Such notation is not required for persons employed in the Department of Employee Relations.
- C. Use. Personnel files shall not be used as private dossiers on employees. Employees shall have an opportunity to comment upon each document placed in their personnel files.

**2.10.3 Employee Relations Department Records**

Based on applicable law, all records maintained by the Department of Employee Relations, including medical files, shall be confidential to the extent that they include an analysis, evaluation or critique of an employee's performance, their disclosure may reveal personal information about an employee, or his or her dependents, such as telephone numbers and addresses, or otherwise constitute an unwarranted invasion of privacy. Employment applications and examination materials are confidential and not open to public inspection. However, an applicant for Municipal employment who appeals an examination score may review written examination questions relating to the examination, unless the



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questions are to be used in future examinations. The Director, or his or her designee, may authorize municipal employees, agents, and contractors to review these records or as required by court order.

**2.11 Employee Orientation**

The MOA will allow AMEA to present information and material to AMEA-represented employees at the MOA's employee orientation when AMEA-represented employees are attending. Nothing in this Article, however, precludes the parties from mutually agreeing to another process and procedure for AMEA to orient AMEA-represented members. Such mutual agreements shall be in writing and signed by both parties and would not be considered a change or clarification of the Collective Bargaining Agreement.

**2.12 Productivity**

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 Association will be informed in advance of any proposed change in productivity standards and given the opportunity to discuss the proposed change(s) with the MOA prior to implementation.

**2.13 Contracting Out/Managed Competition**

For the purposes of this Article, "contracting out", shall mean the procurement of services by the MOA or any department/agency or work unit within the MOA, from sources other than municipal employees. "Managed competition" shall mean a government procurement process designed to identify the most cost effective methods to deliver services whereby public employees compete with private businesses to deliver a service.

The Association recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right to contract or subcontract is vested with the Municipality. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Association, nor to discriminate against any of its members.

**2.13.1 Process**

In the event the Municipality is considering contracting out or conducting a managed competition for services which are currently performed by regular AMEA members and that will result in the elimination of a bargaining unit position and the possible layoff of regular AMEA members, the following provisions will apply:

- A. The decision to contract out or conduct managed competition shall be made only after the MOA has conducted a feasibility study as set forth in the Municipal Managed Competition Plan, dated September 2013 and included as Appendix B, to determine the potential costs and benefits that may result from contracting out the work in question. The MOA agrees:
  - 1. To notify the Association of its intent to conduct the feasibility study.

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2. To provide the Association with a copy of the final feasibility study.
  3. To provide the Association, upon request, with all relevant information which the Municipality used in preparing the feasibility study.
- B. The Association will be given an opportunity to present and discuss alternative means to the proposed contracting out and to compete under the Municipal Managed Competition Plan that would result in the continuation of services provided by members. The Association's written proposal must be submitted within thirty (30) calendar days of the Municipality's notification of intent to contract or compete under the Municipal Managed Competition Plan, unless the other bidders are given more time, in which case the Association will be given the same amount of time. If the Association's written proposal or any mutually agreed-to modification thereof, in the sole view of the Municipality, meets or exceeds the benefits anticipated as a result of the proposed contracting out or managed competition, then the Association's proposal shall be implemented. If accepted, the Association's proposal shall be reduced to writing and signed by the parties. If required, a contract amendment shall be prepared and submitted to the Assembly for approval.
- C. If the Municipality finds that the Association's proposal is not acceptable, it shall so advise the Association. Thereafter, the Municipality, at its sole discretion, may go forward with the contracting out procedures. Any contract awarded for greater than \$50,000.00 for contracting out work performed by AMEA members that may result in the layoff of a regular AMEA member, will be submitted to the Assembly for approval. When a contract is submitted to the Assembly, the following shall apply:
1. No contract award, that contracts out work normally performed by AMEA members and which may result in the layoff of regular AMEA members, will be submitted to the Assembly for approval, unless in the opinion of the Administration, the proposed contract will result in an overall savings of at least three percent (3%) to the Municipality. The approval of the contract by the Assembly shall not be subject to review in any forum, including the grievance and arbitration procedures of this Agreement.
  2. In the transmittal of the contract award to the Assembly, the Administration shall indicate that the contract award, if approved, may result in the layoff of a regular AMEA member(s) and the amount of the projected cost savings.
  3. The Administration shall notify the Association that it has transmitted the contract award to the Assembly at which time the Association may present its comments as part of the public hearing process.
- D. At the completion of any contract awarded through the Contracting Out/Managed Competition process, the Association will have the opportunity to participate in the process utilized to issue a new contract, including the ability to compete with other bidders.

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- E. Only the failure to provide the Association with a copy of any final feasibility study and relevant, non-confidential information for new contracts under Section A, non-confidential information for additional contracts under Section D requested by AMEA, or to allow thirty (30) calendar days, unless given additional time to match other bidders, in which case the longer timeframe would apply, following notification for the Association to submit its proposal, is subject to the grievance/arbitration process. The Association recognizes that the process of review of proposals and/or bids, and the resulting contract award, is vested solely and exclusively with the Municipality and is beyond the scope of all provisions of this Agreement. As such, neither the Municipality's decision to contract out services, nor the Assembly's award for a contract pursuant to this Article, shall be subject to the grievance or arbitration provisions of this Agreement.

**2.13.2 Employee Layoff Process**

If the MOA decides to contract work, either through the Contracting Out or Managed Competition processes, currently performed by an AMEA member(s) which will result in a layoff of an AMEA member(s), the following process shall be followed:

- A. Notice. The MOA agrees to give the member(s) subject to layoff one hundred and twenty (120) calendar days' notice of the pending layoff. The MOA may subcontract the work following notice; however the member(s) will continue to perform their normal duties or the member shall perform work as directed by the MOA for the balance of the one hundred and twenty (120) calendar days. Work performed shall be compensated at the employee's factored rate of pay.

The member(s) whose position will be eliminated as a result of the subcontracting shall receive two (2) weeks official notice and may exercise layoff/bumping rights at that time under Article 3.

- B. Severance. For purposes of this Article, severance pay shall mean straight time factored rate of pay and the equivalent of the Municipal care contribution as of the layoff date pro-rated based on severance hours for the defined severance period.

If the member(s) is laid off the member shall be entitled to severance pay based on the length of service with the MOA at the time of lay off, using the severance pay schedule below:

0 to less than 6 months	- no severance pay
6 to less than 12 months	- 40 hours severance pay
1 to less than 3 years	- 120 hours severance pay
3 to less than 5 years	- 240 hours severance pay
5 to less than 10 years	- 400 hours severance pay
10 years and up	- 640 hours severance pay

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- C. **Recall Rights.** Members laid off pursuant to implementation of this Article will be entitled to one year recall rights as set forth in Article 3 commencing on the member's layoff date unless terminated for cause.
- D. **Member Options**
1. If the member(s) is offered a position at comparable pay for which they meet the minimum qualifications as set forth in Article 3, and subsequently rejects the offer of placement, the member(s) shall be laid off and shall be paid one half of the severance pay provided for their years of service under this Article as of the layoff date.
  2. A member with status who accepts any position with the MOA, including one of lesser pay, does so in lieu of the severance pay package contained herein. If a member accepts another position and is subsequently terminated during the probationary period, the member shall receive the severance pay he or she was entitled to, at the time of his or her placement in the position, unless the member(s) is discharged for cause, in which event, the member(s) shall not receive severance pay.
  3. During the one hundred and twenty (120) calendar day notice period, if a member is discharged for cause, the member shall not receive severance pay. Discharge for cause, during the probationary or notice period, may be submitted to the grievance and arbitration Article of this Agreement.
  4. A member may waive all or part of the one hundred and twenty (120) calendar days' notice, and if waived by the member, the MOA shall pay the member the severance pay he or she is eligible to receive effective on their layoff date.
  5. All other members with status who are laid off under this Article will receive the severance pay provided for their years of service under this Article as of the layoff date.

**2.14 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 shall specify the matter to be discussed. Association requests to meet and confer shall be delivered to the MOA Director of Employee Relations. MOA requests to meet and confer shall be directed to the Association President or his or her designee. The Association 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,

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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 Association fully encourage and pledge themselves to friendly and cooperative relations at all levels and among all employees, whether or not covered by this Agreement.

**2.15 Appendices**

The parties acknowledge and agree that there are appendices to this Agreement. These appendices are a part of this Agreement, and to the extent that a provision of an appendix is inconsistent with a provision of the main body of this Agreement, the provisions of the appendix shall control.

**2.16 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 3 EMPLOYMENT**

**3.1 Types of Positions**

The different types of positions are regular, temporary, and seasonal.

**3.2 Filling Vacant Positions**

Vacant positions will be filled by legally mandated placement or reinstatement, transfer or demotion in lieu of layoff, recall from layoff, seasonal recall, hire/rehire, promotion, transfer, demotion, or demotion for disciplinary reasons. Positions shall be filled as legally mandated or by the most qualified applicant as determined by the Municipality.

**3.3 Position Vacancy Announcements**

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

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

The MOA may advertise position vacancies internally and concurrently with external sources. However, the MOA shall give priority consideration to internal applicants first. The MOA may consider other applicants only if all internal applicants have been rejected. The agency shall not be provided other applicants until internal applicants have been rejected.

1. Agency. Position vacancies advertised only within the agency, shall be advertised for no less than three (3) business days. Only current regular,

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temporary, and seasonal employees within the agency shall be eligible to apply and be hired.

2. MOA. Position vacancies advertised within the MOA, shall be advertised for no less than five (5) business days. MOA current regular, temporary and seasonal employees are eligible to apply and be hired.
3. Public. Position vacancies advertised to the public, shall be advertised for no less than seven (7) business days. Municipal employees who meet the minimum qualifications and did not apply when the position was open internally shall receive priority consideration before external applicants.

**3.4 Applicant Examination**

- A. Eligibility. To be eligible for consideration, applicants must apply during the advertised recruitment period, meet the minimum qualifications and pass any position related examinations. Position related examinations shall be practical and shall relate to the duties and responsibilities of the position.
- B. Disqualification: The MOA retains the right to reject any applicant. Should the MOA reject any applicant, the reason shall be given in writing to the applicant and Association upon request. Applicants may be disqualified by the Director or designee for the following, but not limited to:
  1. Did not apply during the recruitment period;
  2. Does not meet the minimum qualifications for the posted position;
  3. Application is incomplete or inaccurate;
  4. Is Ineligible for hire/rehire by the MOA;
  5. Convicted of any crime involving moral turpitude within the last seven years;
  6. For positions that require driving, not meeting the minimum standards for driving convictions;
  7. The employee's overall evaluation within the last 12 months was not at least satisfactory; and/or
  8. Disciplinary action (other than an oral reprimand) within the last 12 months from date of acceptance of position.
- C. Notice of Results: Applicants shall be notified who are not on an eligible list for a position for which they applied. Applicants on an eligibility list will be notified of their non-selection for the position.

**3.5 Preference for Selection**

Except for legally mandated placement or reinstatement, current AMEA employees shall receive preference for other AMEA positions.

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

- A. Legally mandated placement or reinstatement
- B. Transfer or demotion in lieu of layoff
- C. Recall from layoff, within one year
- D. Voluntary Demotion
- E. Voluntary Transfers
- F. Promotions
- G. Involuntary Transfers
- H. Involuntary Demotions
- I. Hire or rehire

**3.6 Selection**

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

**3.7 Probation**

**A. Duration**

- 1. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period.
- 2. Transfer. When an employee transfers to a position in the same department in the same classification, no probationary period shall be served. Employees transferring to a different classification at the same pay grade in the department shall be required to serve a probation period. An employee who has not completed their probation shall complete the probation in the new position. Employees who transfer to a position in a different department shall be required to serve a probation period.
- 3. Promotion. Employees who are promoted shall be subject to a probationary period.
- 4. Demotion. Employees who are demoted shall be subject to a probationary period. When an employee is demoted to a position in a classification where the employee previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons.
- 5. Recall from layoff. Employees who have been recalled from layoff shall be required to complete any probation that was not completed prior to layoff. If the employee is recalled to a position in a classification that they have not previously held, a probationary period shall be served.
- 6. Reallocation of Position. The employee in a reallocated position, whether by reclassification or grade change, shall not serve a new probationary

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period. In cases where the employee did not complete a probationary period, they shall be required to complete the probation.

**B. Status Upon Completion of Probation**

The department head shall complete a probationary evaluation that the employee has performed satisfactorily during the probation. Unless action is taken by the department head to extend or separate under subsections C or D of this Article prior to the end of the probation period, the employee shall have regular status. The employee's commensurate pay increase shall be effective the day following the end of his probationary period.

**C. Probation Extension**

The probationary period of an employee may be extended for up to ninety (90) calendar days with the approval of the Director. Notice of an extension and the reason for the extension shall be provided to the employee and AMEA President or designee in writing prior to the end of the probation period.

**D. Probation Separation**

Any time during the probationary period, when the department head determines the services of the employee have been unsatisfactory, the employee may be separated from their position without right of appeal or grievance. The employee and AMEA President or designee shall be provided written notification of the separation.

When an employee who was promoted is not performing satisfactorily during the probationary period, consideration will be given to demote the employee into a vacant position for which the employee is qualified consistent with Article 3.5, with primary consideration for placement in a position located in the department from which the employee was promoted. If the employee is demoted into a classification that they had not previously held, the employee will be required to serve a probationary period. If the employee is separated during the promotional probationary period, the employee's name will be entered on the recall from layoff list for the position the employee held prior to promotion.

**3.8 Types of Additional Work Assignments**

**A. Working Out Of Class:** When an employee is temporarily performing work in a higher level classification within the bargaining unit, the employee shall be considered working out of class. Approval from the agency head and director is required.

1. Regular employees shall have priority to work temporarily in higher level classifications before hiring or assigning seasonal or temporary employees.
2. Employees who are temporarily assigned to perform work two (2) or more hours in increments of at least one (1) hour in a shift in the higher classification shall receive step one (1) in the higher classification or five (5) percent above their factored rate of pay whichever is greater. The



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employee's current base rate is utilized in determining if step (1) one in the higher classification is at least five (5) percent.

Time working in a higher classification may be counted toward the experience requirement in meeting minimum qualifications for the higher classification.

3. Employees who are temporarily assigned to perform work in a lower classification shall be compensated at their factored rate of pay for all hours worked.
  4. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation.
- B. **Acting Assignment:** Employee is temporarily assigned to act in a non-represented or executive level position. An acting assignment is made when an employee, although not fully qualified, may be assigned some duties of a higher level position. This type of assignment benefits the employee who gains some knowledge and skill in a higher level position. Time in an acting assignment may be counted toward the experience requirement in meeting minimum qualifications for the class of position in which they acted.

Approval from the agency head and director is required.

When an employee is temporarily assigned to work two (2) or more hours in increments of at least one (1) hour in a shift in an acting assignment position, the employee shall receive five (5) percent above their factored rate of pay.

**3.9 Filling Vacancies By Transfers, Promotions, Demotions, or Recall From Layoff**

Upon approval of the Director, and before completion of any transfer, promotion, demotion, or recall the employee shall be notified in writing of any change in status, pay step, anniversary date, length of service date, and requirement for serving probationary period.

Positions may be filled by transfer, promotion, demotion, or recall from layoff.

- A. **Transfer.** Transfer is the lateral movement from one regular position to another regular position in the same class, a different class, a parallel class at the same grade without a break in service. Temporary and seasonal employees may only transfer to other temporary or seasonal positions.
1. **Voluntary.** The employee may request a transfer to a vacant position within their department or to a different department. The employee shall submit a written request to their department head. The department head shall forward the request along with a recommendation to the Director for approval. The employee must meet the minimum qualifications and if applicable an acceptable driving record for the position. When the employee is requesting to transfer to a different department, the Director will consult with the department head.

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2. **Involuntary.** A regular employee may be transferred to a vacant position within their department or a different department for an operational need without the employee's consent. Such transfers must be approved by the Director. The employee must meet the minimum qualifications and if applicable an acceptable driving record for the position. The employee shall receive at least two weeks notice, unless the circumstances prohibit notice or the employee waives the notice. This section does not limit the MOA's ability to temporarily assign an employee consistent with this Agreement.
- B. Promotion.** Promotion is the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the MOA, positions shall be filled by promotion.
1. **Promotion Eligibility:**
    - a) Employees must apply during the recruitment period;
    - b) Employee must meet the qualifications and have an acceptable driving history if the position requires driving; and
    - c) Successfully complete interview process and when applicable, pass job related examination(s).
  2. **Promotion Factors:** Promotion factors may include:
    - a) Education, experience, and training;
    - b) Length of service; and
    - c) The hiring authority may consider an employee's performance evaluation; however, a most recent performance evaluation reflecting a rating of less than average that will be considered advisory and not be an automatic bar from promotion.
- C. Demotion.** Demotion is the movement of an employee to a position in a lower salary grade.
1. **Voluntary.** The employee may request to voluntarily demote into a position through a written request. Employees must meet the minimum qualifications, have an acceptable driving record, and successfully complete any position related examinations.
  2. **Involuntary.** The employee may be demoted as a result of disciplinary actions or in lieu of layoff.
- D. Recall from Layoff.** Laid off employees shall have one (1) year recall rights. Recall from layoff shall be in order of seniority. An employee who has been laid off may be recalled to a position at the same pay grade or lower grade from which they were laid off. The employee must meet the minimum qualifications and any position related examination for the position for which the employee is being recalled.

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**3.10 Seniority**

Seniority is utilized for layoff, recall from layoff, and for scheduling of vacation.

- A. Regular full-time employees shall be on one seniority list and part-time employees on another list. Seniority shall be measured from the original date of hire or rehire date for an employee who remains continuously employed.
- B. The employee who has the earliest date of hire or rehire in the work unit as a regular full-time or part-time employee shall be first on the appropriate seniority list for purposes of vacation scheduling.
- C. Seniority is terminated when the employee is no longer employed.
- D. Seniority will be re-established when the employee is recalled from layoff. The employee's seniority will be adjusted for the time period in which the employee was laid off.

**3.11 Layoff**

- A. Layoffs may be necessary due to the following, but not limited to:
  - 1. Elimination of a position;
  - 2. Material change in the duties and/or qualifications of the position for which the employee lacks the necessary skills, knowledge or aptitude;
  - 3. Funding; or
  - 4. Lack of work.
- B. Layoff Procedure

Employees who are being laid off shall receive at least two (2) weeks advance notice. The AMEA President or designee shall be notified prior to or at the same time as the employee being laid off. After notification of layoff the employee shall be provided the following options, in order:

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

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7. If an employee has exhausted bumping rights or elects not to exercise bumping rights, the employee may be placed in another vacant position at the same or lower pay grade if the employee meets the minimum qualifications, successfully completes any position related examination, and has an acceptable driving record for that position.

Full-time employees may bump or be placed, bumped, transferred, or demoted into either full-time or part-time positions. Part-time employees may be placed, bumped, transferred, demoted, etc only in part-time positions. Consideration is given on part-time positions based on the part-time status (i.e. less than 15 hours, 15 to less than 20 hours, and 20 to less than 40 hours).

**C. Eligibility for Recall**

1. An employee who is on a recall from layoff list shall be eligible for recall for one (1) year from the date of layoff. Acceptance of any regular position at the same or higher pay grade with the Municipality during the one (1) year recall period shall satisfy the employees recall rights. Full-time employees recalled into part-time positions or positions at a lower pay grade shall remain eligible to be recalled during the remainder of their recall period.
2. A laid off employee shall have recall rights to that employee's original pay grade and status (FT/PT) during the designated one [1] year recall period to any position within the MOA for which they are qualified. The laid off employee is eligible to be recalled to same pay grade or lower pay grade from which they were laid off. The laid off employee must meet the minimum qualifications, successfully complete any position related examination, and have an acceptable driving record.
3. If a laid off employee is offered a regular position at the same pay grade and they decline the position, their recall rights shall end.
4. A laid off employee shall have preference over all applicants when filling regular positions as designated in Article 3.5
5. Recall from layoff shall be in seniority order.
6. The laid off employee must maintain a current phone number and address with the Employee Relations Department in order to preserve their recall rights. If a laid off employee fails to respond within ten (10) business days of initially being contacted, all recall rights shall be relinquished. When the laid off employee is contacted, they shall report for duty within ten (10) business days or the MOA may consider extinguishing recall rights.

Full-time employees may be recalled into full-time or part-time positions. Part-time employees may only be recalled in part-time positions. Consideration is given on part-time positions based on the part-time status (i.e. less than 15 hours, 15 to less than 20 hours, and 20 to less than 40 hours).

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**D. Alternate Solutions.**

The parties agree to meet and confer to discuss circumstances unique to this Article for the purpose of gaining mutual agreement on alternate solutions to layoff, which may be implemented by mutual written agreement between the parties.

**3.12 Work By Non-Employees**

As a short term alternative to recruiting and hiring an employee, the MOA may engage the services of a private contractor or employment agency with the approval of the director. The MOA shall first consider utilizing existing employees within the department working Out of Class. In cases where a contractor or employment agency is utilized, the individual is not a MOA employee or an AMEA member. The use of a private contractor or employment agency shall not exceed more than sixty (60) calendar days. The MOA may extend another thirty (30) days with the approval of the director. The director will notice the AMEA President or designee of any positions filled in accordance with this Article and extensions granted. Under no circumstances shall the short-term filling of a position by a non-AMEA employee exceed ninety (90) days in a single position, unless otherwise agreed by the Association and the MOA. Nothing in this Article shall diminish the MOA's right to contract out pursuant to Article 2.13 (Contracting Out).

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

**3.13 Evaluation of Employees.**

**A. Purpose.**

The evaluation process provides the opportunity to maximize employee performance, promote communications, job satisfaction, and enhance employee development, by providing regular ongoing, developmental feedback to include communicated, reasonable, objective, performance expectations.

Evaluations of employees will not be conducted arbitrarily, capriciously, nor for unlawfully discriminatory purposes. The absence of a current evaluation, written within the past twelve (12) month period, shall create the presumption of satisfactory work performance. The existence of a DAR may or may not independently affect promotional opportunities, rehire, and/or recall regardless of the presumption of satisfactory work performance.

**B. Evaluation Process.**

Employees shall be evaluated in writing at the end of their probationary period, utilizing a performance evaluation form approved by Employee Relations. Thereafter, formal written evaluations may occur. It is recognized that the evaluation process is ongoing feedback, which may be informally documented, i.e., not utilizing an approved MOA form.

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If an employee requests a written evaluation, the supervisor shall provide it within a mutually agreed upon time.

The Employee shall have five (5) business days to respond to the evaluation before the evaluation is finalized and placed in the employee's personnel file.

**3.14 Hire and Rehire of Seasonal Employees**

- A. **Seasonal Hire.** Probation does not apply to an appointment to a seasonal position. A seasonal employee is treated as a temporary employee subject to summary removal. The MOA shall be the sole judge of a seasonal employee's ability, qualifications, competence, and performance.
- B. **Seasonal Re-Hire.** Probation does not apply to a rehired seasonal position. A rehired seasonal employee is treated as a temporary employee subject to summary removal. Absent an unsatisfactory performance rating, rehired 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-hired seasonal employee. The MOA shall be the sole judge of a seasonal employee's ability, qualifications, competence, and performance.
- C. Seasonal employees may file grievances up to and including Step Two in the grievance process. If necessary, seasonal employees may utilize mediation to resolve disputes after exhausting the grievance process. Cost of mediation will be split evenly between MOA and AMEA.

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**ARTICLE 4 HOLIDAYS AND LEAVE**

**4.1 Recognized Holidays**

New Year's Day (January 1)  
Martin Luther King, Jr. Day (third Monday in January)  
President's Day (third Monday in February)  
Seward's Day (last Monday in March)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (first Monday in September)  
Veteran's Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
Day after Thanksgiving  
Christmas Day (December 25)  
One (1) Personal Holiday (Refer to 4.2)

**4.2 Personal Holiday**

Effective January 1, 2014, and each January 1 thereafter, regular full time employees shall receive eight (8) hours of non-cashable annual leave as a personal holiday.

Effective January 1, 2014 and each January 1 thereafter, part-time employees shall receive an amount of non-cashable leave equal to the employee's Full Time Equivalency times eight (8) hours.

**4.3 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.

**4.3.1 Holiday Falling on a Regular Day Off**

- A. Employees Regularly Scheduled to Work Monday Through Friday. For employees scheduled to work on a Monday through Friday schedule, when a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a recognized holiday falls on a Sunday, the Monday following shall be observed as the holiday.
- B. Employees Scheduled to Work Other Than Monday Through Friday. 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 observed as the holiday. When the recognized holiday falls on the employee's second day off, the following scheduled workday shall be observed as the holiday.

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Branch Library Employees at the Anchorage Public Library. If a recognized holiday falls on a Monday, employees assigned to a branch library shall recognize the holiday on the preceding Saturday.

- C. Employees on an Alternate Work Schedule For employees working an alternative work schedule (such as a 4/10 schedule), when the recognized holiday falls on the employee's first or second day off, the preceding, scheduled workday shall be observed as the holiday. When the recognized holiday falls on the employee's third day off, the succeeding scheduled workday shall be observed as the holiday.
- D. Employees Scheduled to Work Less Than Four Days in a Work Week.
  - 1. For employees scheduled to work a three day work week, when a recognized holiday falls on the employee's first or second day off, the preceding, scheduled work day shall be observed as the holiday. When a recognized holiday falls on the employee's third or fourth day off, the following scheduled work day shall be observed as the holiday.
  - 2. For employees scheduled to work a two day work week, when a recognized holiday falls on the employee's first, second day or third off, the preceding, scheduled work day shall be observed as the holiday. When a recognized holiday falls on the employee's fourth or fifth day off, the following scheduled work day shall be observed as the holiday.

**4.3.2 Forfeiture of Holiday Pay**

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

**4.3.3 Holiday Pay**

- A. Regular full time employees will receive holiday pay equal to the number of scheduled hours on the observed holiday.
- B. Regular part time employees will receive holiday pay based on their full time equivalency (FTE) for the observed holiday.
- C. In addition to holiday pay, employees shall be paid for work performed on an observed holiday at their factored rate of pay unless the employees are eligible to receive additional compensation in the manner stated by Article 5.3 for overtime or Article 3.8 for working out of classification.



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**4.4 Paid and Unpaid Times Off**

**4.4.1 Accrual of Annual Leave**

**A. Annual Leave Accrual Rate**

1. Regular full-time employees hired on or prior to July 28, 1991 shall accrue annual leave at the following rate:

11+ years of service - 12.5 hours per pay period

2. Regular full-time employees hired after July 28, 1991 shall accrue leave at the following rates:

a) Annual Leave.

6.15 hours per pay period = 0-2 years' service

6.77 hours per pay period = 3-5 years' service

7.38 hours per pay period = 6-10 years' service

9.23 hours per pay period = 11+ years' service

b) Non Cashable Annual Leave.

1.86 hours per pay period = 6-10 years' service

2.62 hours per pay period = 11-19 years' service

3.27 hours per pay period = 20+ years' service

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

**B. Annual Leave Accrual While on Leave**

Leave accrues during the period of time an employee is on paid 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 to the next year for the purpose of accumulating an Annual Leave Account, or reserve; however, as of the last full pay period of the calendar year regular full time employee may not have more than 480 hours leave to the employee's credit. Regular part time employee will have no more than 480 hours of leave multiplied by the employee's full time equivalency as of the last full pay period of the calendar year.

**4.4.2 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

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vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.

- B. Every calendar year, full-time employees must take at least eighty (80) hours of annual leave which must be taken each year by the last pay period of the year. Part-time employees must take eighty (80) hours prorated by the full-time equivalency for that position. 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 or pro-rated amount for part-time employees shall be considered to have forfeited those hours as if they had been taken. The difference between the hours taken and required amount shall be subtracted from the employees' annual leave accounts at the end of the year and noted on the paycheck for the first full pay period of the new calendar year. Forfeited hours shall be donated to the Union Leave Bank.

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 leave at a time that most nearly meets the employee's 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. Donation of Leave. An employee may donate cashable annual leave to another employee in accordance with AMC 3.30.153D as of 1/1/14.
- E. In all cases, leave requests submitted by an employee shall be responded to by the MOA with an approval or denial of that leave request within ten (10) business days. Failure of the MOA to respond within ten (10) business days results in a default approval of said request.

Should an employee submit a request for leave time off that is less than ten (10) business days prior to the requested time off, then the MOA must respond with an approval or denial of that request as soon as practical, but in any case, no later than the date and time that the time off is requested for.

**4.4.3 Annual Leave Conversion and Cash-In**

- A. Excess Leave Cash-In. For regular full time employees, all hours of cashable annual leave in excess of 480 hours unless converted to cashable sick leave under Subsection (C) below, shall be paid in cash to the employee on the first pay period of the new calendar year. For regular part time employees, all hours of cashable annual leave of 480 hours

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multiplied by their full time equivalency unless converted to cashable sick leave under Subsection (b) below, shall be paid in cash to the employee on the first pay period of the new calendar year.

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

**4.4.4 Use of Sick Leave**

An employee eligible for sick leave with pay or other paid leave for sick purposes may use such leave for reasons such as, but not limited to, 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. An employee who is absent sick shall inform his or her immediate supervisor of the fact and the reason thereof 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. Advance compensation for sick leave shall not be made unless approved in advance by the Director.

**4.5 Non-Cashable Sick Leave Account**

Employees who may still have non-cashable sick leave bank hours available may continue to use hours in their non-cashable sick leave account for sick leave until such hours have been exhausted or the employee terminates.

**4.6 Cash Value of Accrued Leave**

- A. Annual leave has no cash value, except as provided in 4.4.3 while an employee remains actively employed.
- B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.

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- C. Cashable sick leave available under 4.4.3 C shall be paid to employees based on the factored rate of pay at time of cash-in or usage.

**4.7 Bereavement Leave**

A regular full time employee shall be granted three (3) working days of paid bereavement leave for a deceased immediate family member while in Alaska, or four (4) working days if travel out of state is required. Such leave shall not be deducted from the employee's leave account. At the employee's request, annual leave may be approved for up to fourteen (14) business days supplemental to the bereavement leave. The MOA's approval or denial of leave must be objectively reasonable.

**4.8 Blood Donation Leave**

Employees shall be eligible for leave to donate blood, in accordance with the procedures outlined in MOA P&P 40-1, effective March 8, 1996.

**4.9 Court Leave**

- A. Employees called for jury duty shall be treated as being on approved paid court leave. Service in court when subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality will be treated the same as jury duty. Fees paid by the court, other than those for an employee's appearance at any time outside the employee's regularly scheduled shift, for travel, parking and subsistence allowances, shall be treated in accordance with Municipal policy.
- B. An employee shall provide the department head with a copy of a notice of call for jury duty immediately upon receipt by the employee. When excused or released from jury duty for the day, the employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing. Reasonably necessary paid time is not to exceed forty-five (45) minutes.
- C. Employees called to court or jury duty shall be temporarily reassigned to a day shift during the period of time when required to call in for jury, while seated on a jury, or when subpoenaed.
- D. Employees shall be paid their factored rate of pay for any time they are scheduled to work and are required to report to jury duty.

**4.10 Military Leave**

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

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**B. Military leave without pay.**

1. An employee ordered to active military duty shall upon request be entitled to up to five (5) years of military leave without pay for the purpose of fulfilling the employee's military commitment.
2. An employee placed on leave without pay under this subsection will:
  - a. Remain a Municipal employee.
  - b. Be reinstated in accordance with Article 3 - Employment.
  - c. Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law.
  - d. May elect to use paid annual leave or elect leave without pay.
3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.
4. An employee placed on military leave without pay may be replaced by temporary or substitute employees, depending on the needs of the agency and the anticipated duration of the leave.
5. To the extent that an employee is guaranteed rights under federal or state law which exceed the benefits contained in this subsection, the applicable law will apply.

**4.11 Injury Leave**

**4.11.1 Eligibility**

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

**4.11.2 Period of Eligibility**

Injury leave expires one (1) calendar year from the date of the original injury. If an employee is unable to perform the duties of the employee's job classification with or without a "reasonable accommodation" for a qualifying disability under the Americans With Disabilities Act (ADA) within one (1) calendar year after the date of the original injury, the Director may terminate the employee. An employee shall not be eligible for injury leave or any light duty for any recurrences or exacerbation(s) of the original injury after the one (1) calendar year has elapsed, unless part of a "reasonable accommodation" for a qualifying disability as defined by the ADA. If terminated, the employee retains recall rights for any position for which he or she is eligible and can perform the responsibilities of that position. Nothing in this provision should abridge or limit an employee's rights under the Americans with Disabilities Act.

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**4.11.3 Light Duty**

An employee on injury leave who is unable to fully perform the duties of the employee's job classification may be required to perform modified or alternate duties if available and at the discretion of the Agency Head. The employee shall be capable and qualified to perform the assigned work. The employee shall be compensated at the employee's factored rate of pay. Employees may be assigned to work light duty.

**4.11.4 Medical Appointments**

An employee who has returned to work from injury leave, whether in light duty status or return to normal responsibilities but is required to attend appointments as a result of the injury, is encouraged to schedule doctor's appointments during off hours. If an employee is unable to schedule injury leave related medical appointments during non-work hours, the employee shall be released from work for no more than four (4) hours per week, including travel time, for one year from the date of the original injury. The employee shall not be charged leave for those four (4) hours per week. The employee shall return to work for the remainder of the shift following the medical appointment. An employee injured on the job that files the appropriate paperwork but does not take injury leave is also allowed to be released from work pursuant to this Article for ninety days from the date of the original injury.

**4.11.5 Health and Insurance Benefits**

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

**4.11.6 Waiting Period**

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

If the employee's disability extends beyond twenty-eight (28) calendar days, the employee shall be compensated for the first three (3) workdays of time loss by the Workers' 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.

**4.11.7 Supplemental Workers' Compensation Payments**

The Municipality shall supplement workers' compensation payments to the extent that the injured employee receives no more than eighty percent (80%) of his or her current factored rate of pay, for one (1) year from the date of original injury. Payments made by the Municipality for alternate work performed by the employee shall be counted in determining whether the employee is receiving eighty percent (80%) of current factored rate of pay.

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**4.12 Leave Without Pay**

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

Article 4.14 provides for family leave. Additional periods of leave without pay directly following family leave may be requested by an employee and may be approved by the director upon recommendation of the agency head. The periods of unpaid family leave will count toward the maximum periods of leave without pay available under this Article.

Excluding military leave covered under Article 4.10, other types of leave without pay may include, medical leave not covered under family leave, educational leave, programmed leave, and personal leave.

**4.12.1 Requirements**

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

- A. The employee has stated a legitimate reason to support the leave request application;
- B. The department head certifies that the department is able to perform adequately if the leave is granted;
- C. Upon certification by the Agency Head that the Department is able to perform adequately if the leave is granted and upon exhaustion of employee's annual leave and exhaustion or conversion of all the employee's sick leave except:
  1. medical purposes: employees may retain a maximum of forty (40) hours of leave;
  2. personal purposes: up to thirty (30) days in accordance with AMC 3.30.1511 (C) (1) (A) as of 1/1/14.
  3. An employee in leave without pay status (except for family or medical leave without pay) cannot use paid leave to satisfy the requirement of Article 4.3.2 to work the day before or after a holiday to qualify for holiday pay.
- D. The initial leave is granted for no more than ninety (90) calendar days, with the possibility of one (1) extension for an additional ninety (90) calendar days upon the same conditions; and
- E. For periods over thirty (30) consecutive days, the employee may be eligible to receive medical and life insurance benefits if the employee timely elects and pays for such coverage as determined by the Director, or his or her designee.

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

**4.12.2 Replacement Of Employee On Leave Without Pay**

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

**4.13 Programmed Leave Without Pay**

- A. Requirements: If a Department Head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.11 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Employee Relations, or 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 Replacement: No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of his or her position be assigned to another employee or volunteer.

**4.14 Family Leave**

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave Act (AFLA) (AS 23.10.500 - .550) and the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3). Leave as described in FMLA, AFLA, or both is referred herein as "Family Leave".

**4.14.1 Family Leave Requirements**

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

**4.14.2 Coordination with Other Leave**

- A. Employees requesting Family Leave shall first exhaust their eligible paid leave before utilizing leave without pay. However, at the employee's



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discretion, a maximum of eighty (80) hours of accrued annual leave may remain in the employee's leave account.

- B. Injury leave is considered Family Leave if it is a serious health condition that makes the employee unable to perform the function of the job.
- C. Employees who have exhausted their Family Leave may request leave without pay under the provisions of Article 4.12. The leave without pay may be requested by an employee and may be approved by the director upon recommendation of the agency head. The period of Family Leave will count toward the maximum periods of leave without pay available.

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

**4.14.3 Benefit Entitlement**

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

**4.14.4 Replacement of Employee on Family Leave**

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

**4.15 Unauthorized Absences**

Any employee who is absent from duty shall report the reason to the employee's supervisor as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action.

**4.16 Catastrophes and Natural Conditions**

When catastrophes or natural conditions occur, which impede or endanger an employee in the course of traveling to work, and the employee makes every effort to come to work, they shall have tardiness or absences excused and treated as annual leave. The employee's determination must be objectively reasonable. However, the Municipality, at its discretion, shall administratively excuse the employees from work with pay where it has determined conditions warrant, for example, for employee(s) residing in areas which have been closed to transportation by competent authority.

**4.17 Seasonal Leave.**

Seasonal Employees accrue Seasonal Leave at a rate of 5.31 hours per pay period prorated for actual hours paid based on an 80-hour pay period. Unused Seasonal Leave is cashable at one hundred percent (100%) redemption rate at the termination of seasonal employment. Accrued Seasonal Leave expires with the termination of seasonal employment and cannot be carried forward into another employment period.

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**ARTICLE 5    COMPENSATION**

**5.1    Wage Rates**

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

The wage schedule specified in Article 11.2 of this Agreement shall be adjusted as follows:

- A.    Effective the first full pay period on or after January 1, 2014, the hourly wage rates shall reflect an increase of one and one-half percent (1.5%) as specified in Article 11.3.1.
- B.    Effective the first full pay period on or after January 1, 2015, the hourly wage rates shall reflect an increase of one and one-half percent (1.5%) as specified in Article 11.3.2.

**5.2    Compensation Progression**

**5.2.1    Starting Rate on Initial Employment**

Except as otherwise provided for in this Agreement, employees who are hired or rehired to any position shall be placed at the entrance pay step, and advancement from the entrance step to the maximum step within a pay grade shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a higher step than the entrance step in the grade 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 hire or rehire.

**5.2.2    Probationary Increase**

Upon satisfactory completion of the probationary period after hire or rehire, promotion, transfer, or demotion the employee's entrance pay step shall be advanced one (1) step to the next highest step in the pay grade for the class to which the employee's position is allocated. The probationary period may be extended and probationary step increase withheld until successful completion of probation. Exceptions are:

- A.    Where this Agreement specifies elsewhere that no probationary increase shall result; or
- B.    Where employees are hire or rehired, promoted, transfer, or demotion at the maximum step.

**5.2.3    Annual Merit Increase**

Following probation, advancement from step to step within a pay grade until the maximum step has been reached shall occur only on the employee's anniversary date.

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**5.2.4 Seasonal Employee Compensation**

- A. **Starting Rate of Initial Employment.** Seasonal employees shall be placed at Step 3 of the pay grade in which they are initially hired.
- B. **Wage Step Progression.** Seasonal Employees will advance from step to step upon completion of 180 calendar days and each one hundred and eighty (180) calendar days of employment under this collective bargaining agreement thereafter, including rehire in subsequent years, provided there is no break in service longer than one (1) year.

**5.2.5 Rate of Pay on Reclassification, Transfer, Promotion, Demotion**

A. **Promotion**

In any case when an employee is promoted, including promotion from sub-fill, his or her step in the new grade shall be Step 1 or that step providing for at least one (1) step increment increase.

B. **Upward Reclassification**

In any case where a position is reclassified upwards, the pay step of the employee occupying the position shall be that step in the new grade providing for one (1) step incremental increase.

C. **Upward Grade Change**

In the case of an upward grade change, the pay step of the employee in the new grade shall be at the same step in the new grade as held in the old grade.

D. **Lateral Transfer**

When an employee is transferred to a new position in the same class for which he or she is qualified and which has the same pay grade, he or she shall be transferred at their current factored rate of pay. The employee's date of the next increase shall remain the same as in the former position.

E. **Demotion for Disciplinary Reasons**

An employee demoted for disciplinary reasons, when just cause exists, shall be placed at that step in the grade for his or her demoted class deemed appropriate by the Director of Employee Relations.

F. **Demotion in Lieu of Layoff**

An employee demoted in lieu of lay-off shall be placed in Step 6 in the grade for the lower class or one (1) step below his or her present pay in the lower grade, whichever is lower, and shall retain recall status in the higher class.

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**G. Demotion During Promotional Probationary Period**

An employee demoted during a promotional probationary period shall be placed in the lower grade at the step which he or she held before promotion.

**H. Voluntary Demotion.**

When an employee is voluntarily demoted, his or her pay step in the grade for the lower class shall be that step which is approved in advance by the Director of Employee Relations.

**5.3 Overtime**

**5.3.1 Overtime Pay**

Employees shall be paid at one and one-half (1½) times their factored hourly rate of pay for overtime worked at the direction of the Municipality, unless a higher hourly rate of pay is required by law or this Agreement.

**5.3.2 Overtime Process**

**A. Policy**

Overtime may be worked only when scheduled and directed by the Municipality. All hours worked in excess of forty (40) hours in any given work week shall constitute overtime.

**B. Overtime Rotation**

All overtime work, including Saturdays, Sundays, or holidays, shall be on a rotation basis by classification seniority, within each work unit, provided the employee or employees required to work are qualified to perform the work required, unless otherwise mutually agreed upon by both the Association and the Municipality. An employee, assigned to a particular project that requires overtime work or a given task that may require overtime work to complete, may be allowed to work the overtime if prior approval is granted by the MOA, notwithstanding the rotation requirements.

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. Seasonal employees will be placed at the bottom of the list in order of seniority.

Where necessary to maintain the work unit integrity, overtime shall initially be offered on a rotating basis to qualified employees by classification within each work unit in order of seniority. Management shall determine if an employee is qualified. If no individuals accept the overtime then a qualified employee shall be assigned in inverse seniority within the work unit in which the overtime occurs.

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Undesired overtime shall be assigned in inverse order on a rotating basis by seniority by classification

The Municipality's obligation in assigning overtime off the volunteer list is limited to calling the employee first at work, if the employee 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 Municipality, as necessary.

**C. Notice of Overtime.**

If, prior to the conclusion of the scheduled shift, the supervisor is aware that he or she will need an employee to work unscheduled emergency overtime, the employee will be notified as early as possible, but at least two (2) hours before the end of the scheduled shift. If the requirement for overtime is caused by emergency conditions, which could result in severe loss to the Municipality, then the two (2) hours' notice due will not be required.

**5.4 Shift Differential**

The shift differential premium pay for swing shift is three percent (3%) of an employee's factored hourly rate of pay. The shift differential premium pay for the night shift is six percent (6%) of an employee's factored hourly rate of pay.

**5.5 Service Recognition, Performance Incentive Programs, and Longevity Pay**

**5.5.1 Service Recognition**

Service Recognition pay is additional pay for length of continuous service. Regular employees who were hired on or after January 1, 1981 but before December 2, 2008 may be eligible to receive Service Recognition pay. Employees receiving Service Recognition shall continue to be eligible unless they resign, are laid off for longer than one (1) year without re employment, or are discharged for cause. Service Recognition pay will be paid as follows:

103.5% of base pay after ten (10) years of continuous service.

107.0% of base pay after fifteen (15) years of continuous service.

110.5% of base pay after twenty (20) years of continuous service.

Employees who are eligible for Services Recognition shall not be eligible for longevity pay. Employees may participate in Service Recognition or PIP, but not both. If an employee opts out of Service Recognition to participate in PIP, the employee may not opt back into Service Recognition.

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**5.5.2 Performance Incentive Program**

Regular employees who were hired on or before January 1, 1981 who are entitled to longevity pay will not be eligible for the PIP. Regular employees who were hired on or after January 1, 1981 but before December 2, 2008 may be eligible to receive Service Recognition pay. If employees receiving service recognition pay choose to participate in the PIP, their pay shall be adjusted to reflect the difference between the SRP and the PIP once the PIP criteria has been obtained. For employees participating in the PIP program, participation in the SRP is terminated but earned SRP pay remains in effect until PIP pay increases are obtained. Employees will enter the appropriate performance step that provides them an increase in pay upon successful completion of the required number of quarters.

Regular employees hired before January 1, 2014 are eligible to participate in the PIP pursuant to the following requirements:

1. Participation eligibility begins only after an employee has reached step 6 on the pay schedule. If an employee enrolled in the PIP program is reclassified and is no longer at step 6 of their pay schedule, they will continue in the PIP program. If an employee is promoted, the employee will bank quarters already earned, but will not be able to earn additional quarters in PIP until such time that the employee is again at step 6 of their pay schedule.
2. Employees must complete eight (8) cumulative quarters successfully for each step in the PIP program.
3. Eligible employee may begin the program at the start of the next quarter after meeting eligibility requirements.
4. Employees shall notify their supervisor of their intention to begin the program prior to the start of the first eligible quarter.
5. Each quarter shall be signed off by the supervisor and the employee to reflect satisfactory or unsatisfactory completion of the quarter. Within ten (10) business days after the end of a calendar quarter, or as extended by mutual agreement, the supervisor and the employee will complete a checklist to verify whether the performance criteria has been met. If not completed within the ten (10) business days, that calendar quarter shall be considered a successful quarter. The question as to whether or not a calendar quarter is "successful" is not grievable, but is appealable in accordance with the procedure outlined below.

Successful completion of the following shall be deemed as having met the criteria to reflect satisfactory completion of the quarter:

1. Safety
  - a. No preventable accidents, preventable incidents, moving violations, or citations on the job.
  - b. Attends a minimum of two (2) safety meetings per quarter. Safety meetings also include safety training, seminars,

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Municipal and/or Association Safety Committee meetings, and similar presentation attended on behalf of the MOA. If no safety meeting was provided to the employee by the employer, this will result in satisfactory completion of the safety meeting for that quarter.

- c. Follows departmental or MOA safety rules that have been provided and discussed with the employee.
2. **Dependability/Reliability.**
    - a. Zero unauthorized absences each quarter.
    - b. No more than one employee failure to follow departmental attendance policy and/or reporting process per quarter.
  3. **Employee Conduct**  
Employee conduct resulting in a disciplinary action report (DAR) eliminates eligibility for that quarter. To do so, the DAR must be undisputed by the employee, settled, or resolved so that some discipline is either imposed or upheld in arbitration in accordance with the CBA. If the DAR is successfully challenged in arbitration, and the arbitrator completely exonerates the employee, the employee will be treated as eligible in this category.

Upon the successful completion of eight (8) quarters, an employee shall receive an additional six and one-half percent (6.5%) of the rate of pay, an increase to six and one-half percent (6.5%) if their current SRP is three and one-half percent (3.5%), or an increase to thirteen percent (13%) if their current SRP is either seven (7%) or ten and one-half percent (10.5%), whichever is greater. The employee shall then be eligible to enter into the second step of the PIP, if required.

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

Service Recognition Pay (SRP)	Performance Step 1: 6.5% (PIP)	Performance Step 2: 6.5% (PIP)	Total Service Recognition and Performance Incentive Pay
No SRP	6.5% PIP	6.5% PIP	13%
3.5 % SRP	3.0% PIP	6.5% PIP	13%
7.0% SRP	6.0% PIP	N/A	13%
10.5% SRP	2.5% PIP	N/A	13%

Final approval for granting the performance step is made by the department head, unless a formal appeal to the appeal committee has been made; at which time, the final decision will be made in accordance with the appeal process provided below.

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An appeal must be filed within ten (10) business days after the performance criteria and assessment is discussed with the employee, unless otherwise mutually agreed by both parties. A committee of two (2) AMEA members selected by the Association 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, but not later than fifteen (15) business days after filing. If the committee is unable to resolve the matter to the employee's satisfaction, the appeal shall be heard by the AMEA President or designee and the Employee Relations Director or designee. If the employee is not satisfied with the findings of the AMEA 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.

A copy of these Performance Criteria shall be provided to the employee when the employee enters the first (1st) quarter of the Performance Incentive Program (PIP).

**5.5.3 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:

120% of base pay after 30 years of total service

Notwithstanding 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.

Employees who receive longevity pay are not eligible for service recognition or PIP.

**5.6 On-Call/Standby Pay**

When an employee must remain available to be called out to work on short notice they shall be considered in On-Call status.

No employee shall be in On-Call status unless scheduled for such work by the MOA. The rules and requirements applicable to employees in On-Call status shall be determined by the management of the department within which the On-Call employee is employed. On-Call assignments will be made on a rotation basis from a list established by the MOA. Employees who are in On-Call status at the direction of the MOA shall be paid two (2) hours of pay at their factored straight time rate for each calendar day or portion thereof spent in On-Call status. Time spent in On-Call status does not count as hours worked for purposes of determining overtime eligibility within the workweek. When an employee is called out while in On-Call status, On-Call status ends and Call-



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Out status begins for timekeeping purposes. The employee shall receive both On-Call and Call-Out compensation.

**5.7 Call Out/Call Back Pay**

Call out occurs when the MOA requires an employee to come to work to perform unscheduled and unanticipated work after they have completed their regularly scheduled shift on a work day. 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.

A meal period of one (1) hour for each four (4) hours actually worked on call-back shall be paid at the employee's factored rate of pay. The meal period shall not be counted as hours worked for purposes of determining eligibility for overtime or additional meal periods.

If an employee is called out more than once in one four (4) hour period, a new call out guarantee shall not be established.

**5.8 Wait Time**

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

Employees in wait time status shall continue to be paid during this time.

**5.9 Travel Pay**

Employees performing work related to 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 dated January 1, 2008.

**5.10 Deductions from Pay**

The Municipality may deduct monies owed to the Municipality under any Municipal policy or program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and benefit deductions. Except where otherwise identified in this Agreement, the MOA may allow employees that will experience economic hardship due to an unexpected deduction to enter into a mutually agreed payment program. The Municipality may make other deductions from employee pay as authorized by law, Collective Bargaining Agreement, or written agreement with the employee.

**5.11 Reclassification Request**

An employee who believes that they are consistently performing work in a higher established classification may request for reclassification in accordance with AMC 3.30.027 B. The employee and the Agency Head will be advised, in writing, on the disposition of the request within a reasonable period of time.

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**5.12 Pay Day and Pay Time**

All employees covered by this Agreement will be paid every other Friday. If the pay day is a recognized holiday, then pay day shall be the last business day prior to the recognized holiday. The Municipality shall provide for automatic payroll deposit. Employees who do not elect to receive their paycheck by automatic payroll deposit will have the paycheck available by close of business on the pay day.

All allowances and pay on the timecard shall be paid on the pay day for the pay period in which they were earned, unless earned after and unanticipated when the timecard was completed, in which case the allowances and pay will be paid on the following regular pay day.

**5.13 Errors in Pay**

There shall be no liability on the part of the Municipality with regard to the preparation and delivery of paychecks if the cause of the delay is beyond the control of the Municipality.

If the employee is not paid on pay day, the employee shall be issued an emergency check by Payroll.

An error in pay is defined as a discrepancy between the pay due and the amount paid. Errors in pay will be corrected by the Municipality by the next payday after the error in pay is identified by the employee and verified by the MOA within a reasonable period of time. Upon failure of the Municipality to correct errors in pay by the next pay period payday, the employee shall receive \$60.00 for each day after the payday during which the error in pay remains uncorrected.

After review of the error in pay documentation by Central Payroll, if there be a disagreement on whether an error in pay actually occurred, the grievance procedure shall be utilized for resolution.

Upon notification to the member, the Municipality reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred, unless otherwise mutually agreed by the employee and MOA.

Errors in pay shall not apply when the employee incorrectly enters information into the timekeeping system.

**5.14 New Classifications**

If, during the term of the Agreement, the Employer creates a new classification, the applicable grade is subject to negotiations and, if necessary the grievance process.

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

**5.15 Pyramiding Prohibited**

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

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

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

**5.16 Mileage Reimbursement**

The Municipality shall not require bargaining unit employees to use their personal vehicles for municipal work. However, if a bargaining unit employee uses a personal vehicle for municipal work, the Municipality shall reimburse the employee in accordance with Policy & Procedure 76-1, effective January 1, 2006, at the rate of fifty-eight and one-half cents (\$.585) per mile or the rate established by the IRS for mileage deductions, whichever is higher.

**5.17 Special Merit Awards**

Special Merit Awards shall follow AMC 3.30.181 and AMC 3.30.126 as of 1/1/2014 and Municipal Policies and Procedures 40-8 "Employee Incentive Program" effective 01/06/1997.

**5.18 Termination Pay and Benefits**

Employees who are terminated by the MOA, shall be paid all wages and benefits due no later than three (3) business days after their termination date. Article 5.13 – Errors in Pay shall not apply to employees who are involuntarily terminated.

If the employee resigns or quits, the Municipality shall pay the employee by the next regular payday that is at least three working days after the last day worked by the employee. Article 5.13 – Errors in Pay shall apply to an employee who resigns or quits.

At the time the final check is paid, the former employee is required to surrender all ID cards, badges, equipment, supplies, uniforms, clothing, records, files, keys, parking passes, and property of the Municipality.

The Municipality shall advise at the time the final check is paid of the portability of all benefits to which the former employee may be entitled.

**ARTICLE 6 BENEFITS**

**6.1 Health Insurance**

**6.1.1 Eligibility**

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

**6.1.2 Health Benefit Plan**

The MOA will provide employees and covered dependents access to health benefits, including medical, dental, audio and vision coverage, with multiple

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design options to choose. An opt-out program to waive MOA health plan coverage for employees with other health insurance coverage is available. If an employee shows proof of other coverage, employee may choose to waive medical coverage and receive a \$350.00/month financial incentive. Opt-out program conditions and criteria will be established by the Director, or designee. Health Benefit Plans are subject to the provisions and terms of the plan documents. In the final quarter of the calendar year, the MOA shall hold an open enrollment period for employees to enroll in or make changes to their benefit elections to be effective January 1st of the following year.

**6.1.3 Section 125 Plan**

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

**6.1.4 Municipal and Employee Contributions**

Effective January 2014, the MOA shall provide a contribution of \$1,818.00 per month for employees who elect Health Benefit Plan coverage. Each employee shall pay, by payroll deduction, any difference between this amount and the total premium required for the health plan option selected by the employee. Payroll deductions, if applicable, will be made on a pre-tax basis, subject to the applicable law and regulations. Any amounts remaining from the MOA contribution for a higher deductible health plan shall be placed in an employee owned Flexible Spending Account (FSA) or Health Savings Account (HSA) for the employees to use for qualified medical expenses.

**6.1.5 Adjustment in January 2015**

In January 2015, until the end of the specified contract term, the MOA will change the health (medical) plan contribution to each eligible employee by the change in the Anchorage Medical CPI-M for the preceding calendar year capped at 10% rounded to the nearest dollar, unless the plan is overfunded and no increase is needed for that year.

**6.1.6 Health Care Committee**

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

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**6.2 Life and Disability Insurance**

**6.2.1 Eligibility**

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

**6.2.2 Life and Accidental Death & Dismemberment (AD&D) Insurance**

The MOA shall provide basic life insurance and AD&D in the amount of \$50,000 for each employee.

**6.2.3 Supplemental Life Insurance**

Employees may purchase on a voluntary basis, additional life coverage through post-tax payroll deductions in increments starting at \$50,000. Coverage and premium rates will be determined by the insurance carrier.

**6.2.4 Dependent Life Insurance**

Employees have the option to voluntarily purchase dependent life insurance coverage at the employee's own expense via payroll deduction.

**6.2.5 Long-Term Disability**

Employer paid long-term disability coverage in an amount equal to sixty percent (60%) of the employee's annual salary up to a maximum of six thousand two hundred and fifty dollars (\$6,250) per month will be provided.

**6.2.6 Short-Term Disability**

Employees may purchase on a voluntary basis, short-term disability coverage through post-tax payroll deductions. Employees may select the level of coverage from \$300.00/week; \$500.00/week; and sixty percent (60%) up to \$1500.00/weekly benefit. Covered and premium rates will be determined by the insurance carrier.

**6.3 Savings Plan**

Eligible employees may participate in the MOA's 401(k) and 457 savings plan subject to the provisions of the plans.

**6.4 Retirement**

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

**6.5 Administrative Fee**

Each eligible employee will pay by means of payroll deduction a monthly \$5.00 administrative fee to the MOA. The fee will be split equally between two (2) pay periods in each month.

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**6.6 Employee Assistance Program**

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

**ARTICLE 7 DISCIPLINE AND RESOLUTION OF DISPUTES**

**7.1 Discipline**

The MOA shall follow a program of progressive discipline, consisting of: documented oral reprimand, written reprimand, suspension for a period to be determined by the department head or his designee in concurrence with the Labor Relations Director, without pay, demotion, or termination of employment.

- A. Documented Oral Reprimand. Inappropriate conduct or performance may initially be brought to the attention of the employee by an oral reprimand from the supervisor. A record of the date, time, and subject of an oral reprimand shall be maintained in the departmental personnel files for a twelve (12) month period.
- B. Written Reprimand. Where inappropriate conduct or performance continues or the degree of severity warrants, the supervisor may respond to these actions, in writing, outlining deficiencies and giving positive requirements for improvements with or without prior, oral reprimand.
- C. Suspension, Demotion, or Dismissal. Where written reprimand has failed to achieve the desired results, the supervisor may initiate one of the following actions:
  - 1. suspension without pay;
  - 2. demotion;
  - 3. dismissal.

The MOA may impose discipline at any level depending upon the severity or frequency of the offense.

**7.1.1 Just Cause**

The Municipality retains the right to discipline or discharge an employee for just cause as defined by AMC 3.30.0915 effective 1/1/14. This Article is not intended, and does not prohibit or otherwise limit, the consideration and application of arbitral tests of just cause for discipline or discharge.

**7.1.2 Notice**

The Municipality shall notify the Association of a proposed disciplinary and/or discharge action before the issuance of the proposed disciplinary and/or discharge action to allow the opportunity for an Association representative to be present when such disciplinary and/or discharge action is taken.

The employee may have the Association representative present during discussion of all disciplinary actions upon request, and the employee shall be

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advised of this right. If the employee requests that a shop steward or other AMEA representative be present during any meeting concerning disciplinary action, the MOA will allow a reasonable amount of time for the employee to contact his or her AMEA representative in order for AMEA's representative to be able to attend the meeting scheduled by the MOA. Waiver of the representation does not bar Association representation should the employee desire to appeal the action.

**7.1.3 Reporting**

All disciplinary actions, except oral reprimands, shall be documented on a disciplinary action report (DAR) form. The employee shall be given an opportunity to review the DAR with his or her supervisor. If the employee disagrees with the facts or conclusions contained in the report, he or she shall be permitted to submit, within three (3) business days after reviewing the report with his or her supervisor, a statement of disagreement. If the employee desires to submit a rebuttal, it shall clearly and concisely set forth the employee's reasons for disagreeing with the report.

One (1) copy of the employee's statement shall be attached to the report. If the employee has no comment or has not responded within the required time frame, it shall be so noted. One (1) copy of each completed DAR shall be forwarded immediately to the Director's office for inclusion in the employee's personnel file.

**7.1.4 Record Retention**

Documented Oral Reprimands shall be maintained in the departmental personnel files for a twelve (12) month period from the date of issuance.

Disciplinary Action Reports (DARs) shall be maintained in the employee's personnel file for twelve (12) months from date of issuance.

Twelve (12) months from date of the DAR the Director shall review the DAR, and if no subsequent reports of similar violations have occurred, all copies of the DAR shall be returned to the employee.

**7.2 Grievance Defined**

Complaints or disputes of an employee acting through the Association, arising under this Agreement and involving an alleged violation, misapplication or misinterpretation of this Agreement or complaints of the Association are subject to the grievance procedure. Grievances of an employee acting through the Association are filed at Step 1, except the grievance procedure for a discharge begins at Step II.

The Association may file a grievance on its own behalf when the grievance alleges a violation, misapplication, or misinterpretation of this Agreement which deprives the Association of a specific right, power, or entitlement granted or reserved to it in this Agreement. Association grievances are to be filed in writing commencing at Step II of this grievance procedure.

Allegations of unlawful discrimination are not grievable under this Agreement.

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A grievance may be filed by the Association 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.

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

**7.3 Grievance Procedure**

- A. When a situation arises which becomes a basis for a grievance, the Association and the Municipality shall make every effort possible to informally resolve the issue.
- B. Before the grievance is submitted, an Association representative or a non-employee agent designated by the Association shall be allowed to investigate the grievance.
- C. In the event that the problem cannot be resolved, the grievance will be submitted within thirty (30) calendar days of the known date of the violation, or when the employee could have reasonably become aware of the violation.
- D. The written form of the grievance is to contain the following information:
  - 1. Nature of the grievance and the specific circumstances out of which it arose;
  - 2. Remedy requested;
  - 3. Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated;
  - 4. Date of alleged violation(s); and
  - 5. Signature of the Association representative, or its designee, responsible for filing the grievance.
- E. In the application of this Article, "working days" excludes Saturdays, Sundays, and recognized Municipal holidays.
- F. Nothing in this Article is to be construed to prevent settlement of a grievance by mutual agreement of the parties at any time.
- G. At each step the time requirements and procedures may be extended or amended in writing by mutual agreement. Failure by either party to follow the time limits for advancing the grievance to the next step in the grievance and arbitration procedure set forth below shall result in the grievance being resolved against the party failing to follow time limits without precedent.

**7.3.1 Step One**

The written grievance is to be given to the Labor Relations Director or designee within thirty (30) calendar days of the known date of the violation, or when the employee could have reasonably become aware of the violation. The Labor



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Relations Director or designee will send the grievance to the appropriate Department Head. The Municipality shall have ten (10) business days from receipt of the written grievance to meet with the Association and attempt resolution. Within ten (10) business days after the Step I meeting the Department Head, in concurrence with the Labor Relations Director or designee, shall issue a written response.

**7.3.2 Step Two**

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

In the event that the Association files a grievance at Step Two of this procedure, the Employee Relations Director or designee and the Association shall meet within ten (10) business days of the receipt of that grievance in an attempt to resolve the grievance.

Within ten (10) business days after the Step Two meeting, the Employee Relations Director shall issue a written response.

**7.3.3 Step Three**

The request for arbitration must be made in writing within twenty (20) business days of receipt of the Step Two response. The arbitration will be conducted pursuant to the procedural rules set forth in the Labor Arbitration Rules of the American Arbitration Association (AAA) and generally accepted principles of labor arbitration.

**A. Arbitrability**

Unless otherwise agreed by the parties any procedural arbitrability question is to be arbitrated in a separate arbitration prior to the commencement of arbitration on the merits of the grievance. Different arbitrators shall be used for the two arbitrations, unless otherwise agreed to by the parties. The arbitration on the merits will not commence until a decision is rendered on the arbitrability question.

**B. Selection of the Arbitrator**

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

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**C. Cost**

The expenses of arbitration will be borne equally by the MOA and the Association.

**D. Authority of the Arbitrator**

The arbitrator shall have no authority to add to, alter, amend, or change any law, or any provisions of this Agreement in any manner whatsoever, or to replace any authority granted by law to any party. Past practices of the parties may be considered by the arbitrator only in interpreting ambiguous contract language. The arbitrator has no authority to grant any relief that is not reasonably contemplated by the grievance, or to issue any award on a matter not raised in the grievance. The arbitrator's authority and jurisdiction is strictly limited to the interpretation and application of this agreement.

The decision of the arbitrator shall be reduced to writing unless waived by the parties and shall be final and binding upon the parties.

**E. Service**

Certified mail, facsimile transmission, email and/or hand deliveries may be used as the means of filing grievances, responses and requests for extensions of time.

**F. Confidentiality of Information**

The AMEA and MOA recognize that due to the nature of the relationship between the parties, either party has access to or may receive information that is considered confidential by law. The parties agree to maintain such confidentiality and abide by such laws that govern this requirement. Reasonable usage within the context of any recognized lawful privilege, Duty of Fair Representation, and any constitutionally protected right shall not constitute a violation of this Article.

**G. 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.

**H. Personnel Files use in Arbitration**

No document contained within an employee's personnel file(s) may be used in arbitration or other hearing, unless 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.

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**I. Employee's Appearance at Arbitrations/ERB Hearings**

When the Employee Relations Board (ERB) requests or subpoenas at their will, the appearance of or testimony from, an employee at an arbitration or ERB hearing, then the requested/subpoenaed employee shall be considered to be on regular pay status during the testimony and paid accordingly.

Unless otherwise mutually agreed to be the parties, the requesting party pays for the time for their respective witnesses at arbitration. For the Municipality, this shall be paid as regular work hours. Any time paid under this Article during a scheduled shift shall be considered as hours worked for the purpose of calculating overtime. For the Association, the employee shall use Association Leave, annual leave, or leave without pay.

**ARTICLE 8 WORK RULES**

**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. Guidance regarding those laws shall be provided to employees.
- C. 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. Where necessary, employees must use any and all safety equipment paid for or furnished by the Employer. A proven failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- D. The Employer shall furnish such safety equipment, including personal protective equipment, as is required for the safety of employees. Safety devices and first aid equipment required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions.
- E. The Municipality shall establish regular safety meetings for each department not less than once per month during working hours. All employees will be instructed, at least annually, on accident/incident reporting requirements and other safety matters as required by relevant regulatory agencies. All employees, unless excused by their supervisor, will be required to attend without loss of pay.

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**8.1.1 Vehicle Safety**

- A. Employees are required to perform pre and post trip inspections consistent with department policy. All equipment, which is unsafe or in need of repair, shall be reported to the appropriate supervisor or designee, who shall take appropriate steps to correct the items reported. Employees shall report all pre-trip defects and deficiencies to the appropriate supervisor or designee prior to operating the equipment. No employee shall be disciplined for refusing to operate unsafe equipment.
- B. 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.
- C. The Employer shall furnish operating 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.

**8.1.2 Hazardous Conditions**

- A. When determined by the immediate supervisor, employees working in the field will be reassigned indoors or released from work with pay, if the hazardous conditions make the employee's duty hazardous.
- B. No employee shall be disciplined because he or she refuses to operate unsafe equipment or work in an unsafe area. A refusal to operate unsafe equipment or work in an unsafe area under this Article, prior to a determination of safety by the Safety Director or designee, State DOSH Inspector, or Federal OSHA Inspector, shall not subject the employee nor the Association to any civil liability.
- C. If the Safety Director or designee, State DOSH Inspector, or Federal OSHA Inspector finds a safety violation, the violation will be corrected and the employee returned to employment without loss of pay.

**8.1.3 Safety Committee**

A Safety Committee shall be established that will consist of five (5) representatives from the Association and up to five (5) representatives from the Municipality. The Committee shall be chaired by an Association representative and meet quarterly, or more frequently, during working hours without loss of pay. The committee chair shall be responsible for scheduling the date and place for the meetings. The Committee shall be responsible for, but not limited to: identifying relevant safety issues, including but not limited to ergonomic safety; identifying and evaluating safety training; identifying training sources, and recommending and monitoring the delivery of training. The Committee may also review accident or incident reports, supervisor's reports, time loss incidents, departmental records of training provided and safety meetings held, and other

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related documents in order to assist in identifying and recommending training or other safety-related needs. The MOA is responsible for training all committee members at MOA expense.

Committee recommendations shall be provided to the appropriate department/agency head and a copy to the Municipal Safety Director. Within ninety (90) days of receipt, the responsible recipient shall advise the Committee, in writing, of the disposition of the recommendations and reasons, if any, that no action has or will be taken.

**8.1.4 Manholes and Ditches**

When an employee is required to enter a manhole, ditch, or trench as part of their job classification, the Municipality shall provide confined space training, required safety equipment, and ensure that staffing is sufficient to meet the confined space requirements.

**8.2 Protection of Municipal Property**

Employees who are issued equipment for Municipal use shall have that equipment receipted to them and shall be responsible for its proper use. When equipment issued becomes damaged, broken, or unserviceable, it shall be turned in to the Municipality. Employees shall use all reasonable means to protect and secure all Municipal property, equipment, and supplies, and may be liable to reimburse the MOA for loss or damage to such Municipal property, if damage or loss is the result of willful, malicious, or grossly negligent conduct.

**8.3 Equipment**

The Municipality shall furnish and maintain all equipment and tools for the employees to perform their assigned duties.

**8.4 Uniforms, Special Clothing, And Required Safety Footwear**

- A. Uniforms, Special/Protective Clothing. Employees required by the Municipality, based on the nature of his or her work, to wear a specific uniform or special clothing in the performance of their duties, or are required by the Municipality to have specific outer clothing, including appropriate outer footwear, rain coats, or rain suits, shall have these items, in proper size, furnished by the Municipality for their use on the job at no charge to the employee. Employees who are required by the Municipality to wear smocks, coveralls, and/or hip boots shall have the appropriate, required items made available to them for use on the job. The Municipality shall retain ownership for all items furnished under this provision, and such items shall be returned to the Municipality when the employee ends his or her employment or when the item(s) is no longer required as part of his or her job. The employee shall sign a receipt for all clothing issued, and may be held responsible to pay for any damage or loss to such clothing, uniforms, etc., if such damage or loss is the result of willful, malicious, or grossly negligent conduct.
- B. Maintenance and Cleaning Expenses. Clothing that is issued by the Municipality shall have its maintenance and cleaning paid for by the Municipality, unless the

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item is washable. Notwithstanding this, smocks and overalls shall have the maintenance and cleaning provided by the Municipality.

**8.5 Access To MOA Property**

Employees shall have access to non-public MOA property only when on duty, or on shop steward or other Association business and only to the extent required by those duties.

**8.6 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 9 MISCELLANEOUS PROVISIONS**

**9.1 Educational Incentive**

Employees will be entitled to educational assistance in accordance with AMC 3.30.162 as of 1/1/2014 and Policy and Procedure 64-2 "Training and Educational Assistance Program, effective 10/26/04, notwithstanding P&P Subsection 5.c at page 2.

**9.2 Nepotism**

Association members are subject to AMC 3.30.168 as of 1/1/14.

**9.3 Political Activity**

No provisions or part of this Agreement shall abridge statutory or Constitutional rights or Home Rule Charter rights of any employee to engage in any legal political activity.

Employees are subject to AMC 1.15.025.1.4 and AMC 1.15.025.1.5 as of 1/1/14.

**ARTICLE 10 SCHEDULING**

**10.1 Scheduling By Employer**

The MOA shall schedule all work and all employees.

**10.2 Work Schedule**

A. Regular work schedule. A regular work schedule for a full-time employees shall consist of a five (5) consecutive day week, eight (8) hours a day, forty (40) hours a week, unless on an approved alternate work schedule. Part-time work schedules shall consist of those hours established for each specific position.

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- B. Work in excess of regular work schedule. Regular full-time employees who have worked forty (40) straight time 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 to take leave.
- C. Alternate Work Schedules. The Municipality agrees that a scheduled work week which permits an alternate work schedule, e.g., four (4) ten (10) hour days or nine (9) work days in an eighty (80) hour pay period, may be implemented; provided it is acceptable to the Department Head with concurrence of the Director, the affected employee(s), and the Association in writing.
- D. Attendance at Public Meetings. An employee who is required by the Municipality to attend board, committee, Assembly, or other public meetings, shall be paid as follows, subject to an agreement between the employee and supervisor:
  - 1. call out/call back pay when the employee works the regular work schedule and returns to work the non-continuous work hours for the meeting.
  - 2. overtime pay when the employee works the regular work schedule and remains working past the end of the shift and through the end of the meeting for all hours exceeding forty (40) hours in the work week; or
  - 3. No additional pay when the employee works a temporary flex schedule that allows the employee to work a shorter shift the day of or after the meeting in order to work no more than forty (40) hours in a work week.

**10.3 Rest Breaks and Meal Breaks**

**A. Rest Breaks**

Except in an emergency situation, all employees shall be allowed one (1) paid rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and a paid fifteen (15) minute rest break during the second (2nd) half of the shift.

**B. Meal Breaks**

All employees working six (6) hours or more continuously shall have a scheduled meal break within sixty (60) minutes of "the mid-shift point". Meal breaks will be one (1) hour unpaid or one-half (½) hour unpaid, as designated by management, 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. Meals may be rescheduled only for emergency reasons, for good business reasons, or when mutually agreed between the employee and the supervisor. 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.

When the employee does not receive a meal period and works the meal period, the employee will be paid for the meal period at the overtime rate based on the

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employee's factored hourly straight time rate of pay. Such instances shall be rare and, where practicable, must have the supervisor's approval in advance.

Part-time employees working six (6) consecutive hours may waive the meal period with mutual agreement of the supervisor and the employee.

For work before or after a scheduled shift, an additional meal period shall be paid at the applicable rate after the first two (2) cumulative hours before and/or after the employee's shift. Additional meal periods will be paid every four (4) hours worked thereafter.

**C. Additional Breaks**

When working other than the regular shift, when the work situation permits, a paid fifteen (15) minute rest break may be taken each additional two and one-half (2 1/2) hours worked. No additional rest breaks will be taken during the last half hour of work.

**10.4 Shifts and Reporting Locations**

The MOA shall schedule all starting times, reporting locations, and work schedules.

All employees will have a primary, administrative-assigned reporting location that shall be a permanent location. If the nature of an employee's duties requires the employee to perform duties at a secondary reporting location different from his or her primary, administrative-assigned reporting location, the employee shall be informed of the primary and secondary reporting locations upon hiring.

If the reporting location or starting time of the shift is temporarily changed, the employee shall be so informed, in writing, a minimum of twenty-four (24) hours prior to the effective date of change. The supervisor shall make a written notation of the time and date of contacting the employee. Where unforeseeable staff shortages, inclement weather conditions, or unexpected workload occurs, the minimum notification, written notation, and time period shall be waived.

Employees will be given reasonable advance notice in writing of any changes to work schedules. 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.

If the primary or secondary location is permanently changed, the employee shall be informed, in writing, a minimum of seven (7) days prior to the effective date of the change.

**10.5 Guaranteed Relief**

Employees are guaranteed a break of eight (8) consecutive hours between the completion of overtime or call-back and the start of their regularly scheduled shifts. The employee shall have the shift start time delayed by the amount of time necessary to give the employee eight (8) consecutive hours off duty.



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When the employee's start time is delayed to afford the eight (8) hour break, one of the following shall occur, subject to agreement between the employee and supervisor:

- A. The employee's next shift shall be extended to allow the employee to work the regular full shift. No penalties to the MOA shall result from the extended shift.
- B. The employee shall work the shortened shift resulting from the guaranteed break of eight (8) hours.
- C. The time between the employees regular start time and the time when the employee reports to work after the guaranteed eight (8) hours shall be paid at the employee's factored rate of pay and the employee shall work the remainder of the regular shift.

**10.6 Travel**

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

**ARTICLE 11 CLASSIFICATIONS**

**11.1 Classification Determinations**

Classification determinations shall be as provided in AMC 3.30.021 through AMC 3.30.028 effective 1/1/14.

**11.2 Classifications**

The parties agree that if during the duration of this agreement, the MOA utilizes or fills positions in classifications listed in Appendix A of the 2008-2012 CBA between the MOA and AMEA, such positions will become a part of Article 11.2.

Grade	Class Title
06	Library Clerk
07	Driver/Courier
07	Library Assistant I
07	Lifeguard I
07	Office Assistant
07	Recreation Specialist I
08	Account Representative I
08	Accounting Clerk I
08	Collection Representative I
08	Customer Service Representative I
08	Family Service Aide
08	Library Assistant II

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<b>Grade</b>	<b>Class Title</b>
08	Lifeguard II
08	Permit Clerk I
08	Recreation Specialist II
08	Senior Courier
08	Senior Office Assistant
08	SWS Account Representative I
09	Accounting Clerk II
09	Engineering Technician I
09	Library Assistant III
09	Office Associate
09	Personal Computing Technician I
09	Recreation Program Specialist II
09	Reprographics Technician I
09	Senior Family Service Aide
10	Account Representative II
10	Accounting Clerk III
10	Appraisal Technician
10	Assistant Recreation Center Manager
10	Assistant Volunteer Coordinator
10	Collection Representative II
10	Community Work Service Assistant
10	Customer Service Representative II
10	Family Service Counselor
10	Lifeguard III
10	Permit Clerk II
10	Personal Computing Technician II
10	Recreation Program Specialist III
10	Reprographics Technician II
10	Senior Office Associate
10	SWS Account Representative II
10	Water Quality Technician I

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<b>Grade</b>	<b>Class Title</b>
11	Accounting Clerk IV
11	Account Representative III
11	Building Materials Coordinator
11	Collection Representative III
11	Customer Service Representative III
11	Permit Clerk III
11	Planning Technician
11	Recreation Manager
11	Reprographics Technician III
11	Senior Code Enforcement Officer
11	Senior Family Service Counselor
11	SWS Account Representative III
11	Tax Enforcement Assistant
12	Air Quality Specialist I
12	Appraiser
12	Assistant Landscape Architect
12	Associate Librarian
12	Child/Adult Care Specialist I
12	Collector
12	Community Work Service Specialist
12	Engineering Technician II
12	Environmental Sanitarian I
12	Family Service Specialist
12	Fleet Administrator
12	GIS Technician I
12	Junior Accountant
12	Junior Administrative Officer
12	Personal Computing Technician III
12	Plan Reviewer I
12	Principal Code Enforcement Officer
12	Senior Planning Technician

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<b>Grade</b>	<b>Class Title</b>
12	Water Quality Technician II
13	Accountant
13	Administrative Coordinator
13	Assistant Planner
13	Child/Adult Care Specialist II
13	Environmental Sanitarian II
13	Laboratory Analyst I
13	Realty Officer I
14	Administrative Officer
14	Air Quality Specialist II
14	Associate Planner
14	Business Property Assessment Examiner
14	Cartographer II
14	Child/Adult Care Specialist III
14	Engineering Technician III
14	Environmental Sanitarian III
14	Environmental Specialist
14	GIS Technician II
14	Laboratory Analyst II
14E	Landscape Architect
14	Plan Reviewer II
14	Public Health Dietitian
14	Senior Accountant
14	Senior Appraiser
14	Tax Enforcement Officer
15	Appraisal Analyst
15	Assistant Plan Review Engineer
15E	Assistant Traffic Engineer I
15E	Civil Engineer I
15	Environmental Engineer
15E	Landscape Architect II

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<b>Grade</b>	<b>Class Title</b>
15	Plan Reviewer III
15	Programmer II
15	Public Health Nurse
15	Realty Officer III
15	Senior Administrative Officer
15	Senior Staff Accountant
16E	Assistant Traffic Engineer II
16E	Civil Engineer II
16	Engineering Technician IV
16E	Landscape Architect III
16	Forensic Examiner
16	GIS Technician III
16E	Plan Review Engineer
16	Senior Planner
17E	Civil Engineer III
17	Senior Public Health Nurse

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**11.3 Wage Schedules**

**11.3.1 Pay Rates effective January 1, 2014**

Grade	Step					
	1	2	3	4	5	6
06	12.16	12.77	13.44	14.09	14.77	15.56
07	13.44	14.09	14.77	15.56	16.32	17.12
08	14.77	15.56	16.32	17.12	18.02	18.89
09	16.32	17.12	18.02	18.89	19.86	20.85
10	18.02	18.89	19.86	20.85	21.79	22.93
11	19.86	20.85	21.79	22.93	24.10	25.26
12	21.79	22.93	24.10	25.26	26.51	27.81
13	24.10	25.26	26.51	27.81	29.27	30.72
14	26.51	27.81	29.27	30.72	32.28	33.91
14E	29.27	30.72	32.28	33.91	35.64	37.39
15	29.27	30.72	32.28	33.91	35.64	37.39
15E	32.28	33.91	35.64	37.39	39.21	41.18
16	32.28	33.91	35.64	37.39	39.21	41.18
16E	35.64	37.39	39.21	41.18	43.23	45.38
17	35.64	37.39	39.21	41.18	43.23	45.38
17E	39.21	41.14	43.13	45.29	47.55	49.93

**11.3.2 Pay Rates effective January 1, 2015**

Grade	Step					
	1	2	3	4	5	6
06	12.34	12.96	13.64	14.30	14.99	15.79
07	13.64	14.30	14.99	15.79	16.56	17.38
08	14.99	15.79	16.56	17.38	18.29	19.17
09	16.56	17.38	18.29	19.17	20.16	21.16
10	18.29	19.17	20.16	21.16	22.12	23.27
11	20.16	21.16	22.12	23.27	24.46	25.64
12	22.12	23.27	24.46	25.64	26.91	28.23
13	24.46	25.64	26.91	28.23	29.71	31.18
14	26.91	28.23	29.71	31.18	32.76	34.42
14E	29.71	31.18	32.76	34.42	36.17	37.95
15	29.71	31.18	32.76	34.42	36.17	37.95
15E	32.76	34.42	36.17	37.95	39.80	41.80
16	32.76	34.42	36.17	37.95	39.80	41.80
16E	36.17	37.95	39.80	41.80	43.88	46.06
17	36.17	37.95	39.80	41.80	43.88	46.06
17E	39.80	41.76	43.78	45.97	48.26	50.68

**11.4 Professional Certification Pay**

Positions listed below are eligible for a five percent (5%) professional certification pay. Eligible employees are required to provide evidence of the professional certification to

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the MOA. These employees must maintain/retain the certification in order to continue to receive the incentive pay.

<u>Job Class Spec</u>	<u>Professional Certification</u>
Assistant Traffic Engineer I	Professional Engineer AK
Assistant Traffic Engineer II	Professional Engineer AK
Civil Engineer I	Professional Engineer AK
Civil Engineer II	Professional Engineer AK
Civil Engineer III	Professional Engineer AK
Landscape Architect	Professional Landscape Architect AK
Landscape Architect II	Professional Landscape Architect AK
Landscape Architect III	Professional Landscape Architect AK
Plan Review Engineer	Professional Engineer AK

**ARTICLE 12 TERMS OF AGREEMENT & RENEGOTIATION**

**12.1 Effective Date and Duration**

The Agreement is effective after ratification by Association Members and approval by the Assembly as required by Municipal Code. This Agreement shall expire at midnight December 31, 2015.

**12.2 Renegotiation**

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

**ARTICLE 13 AGREEMENT**

**13.1 Entire Agreement**

The parties agree that this Agreement constitutes the entire Agreement between the parties, and supersedes all prior Agreements, understandings, and practices that conflict with any provision of this Agreement. Any amendment or agreement supplemental to this Agreement shall not be binding upon either party until such

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amendment or agreement has been reduced to writing and duly ratified by both parties, and any necessary Assembly approval.

No change in MOA policy, regulation or ordinance made after the date of this Agreement shall abridge any right established by this Agreement during the duration of this Agreement except through agreement with the Association.

**13.2 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.

**13.3 Successors and Assigns**

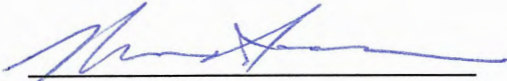
This Agreement shall be binding upon the successors and assigns of the parties. No provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, change of ownership or management of either party. This Agreement shall not be affected by any geographical relocation of the place of business of either party.




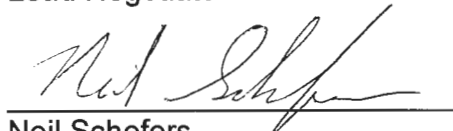
**ANCHORAGE MUNICIPAL  
EMPLOYEES ASSOCIATION, INC.**


To be signed subsequent to Assembly Ratification

MUNICIPALITY OF ANCHORAGE


  
Theresa Hillhouse  
Labor Relations Director

  
William Mede  
Lead Negotiator


  
Neil Schefers  
Labor Relations Specialist


  
Carol Jensen  
MOA Negotiations Team Member

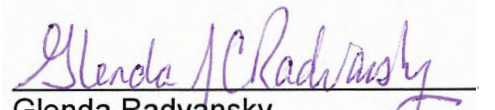
  
Nancy Bear Usera  
Employee Relations Director

  
Dan Sullivan  
Mayor

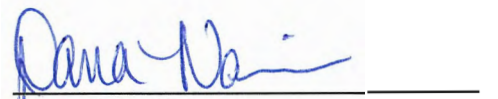
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EMPLOYEES ASSOCIATION, INC.

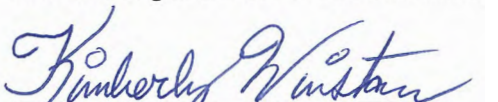
  
Mark McKee  
AMEA President

  
Ray Goad  
Chief Spokesperson

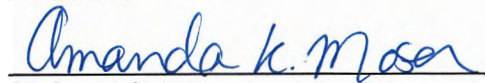
  
Glenda Radvansky  
AMEA Negotiations Team Member

  
Christina Becker  
AMEA Negotiations Team Member

  
Dana Norris  
AMEA Negotiations Team Member

  
Kimberly Winston  
AMEA Negotiations Team Member

ATTEST:

  
Barbara Jones  
Municipal Clerk *for*

**ANCHORAGE MUNICIPAL  
EMPLOYEES ASSOCIATION, INC.**

**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 6<sup>th</sup> day of May 2014.

**MUNICIPALITY OF ANCHORAGE**

DATED: May 19, 2014

BY: Amanda K. Moore

Its Acting Municipal Clerk

**ANCHORAGE MUNICIPAL  
EMPLOYEES ASSOCIATION, INC.**

**CERTIFICATION**

I certify that the foregoing Agreement was ratified by a majority of the members of the bargaining unit at a vote held in accordance with AMEA Bylaws on the 6 day of MARCH 2014.

ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION, INC.

DATED: 25 MARCH 2014

BY: Mark McKee  
Mark McKee, AMEA President

**ANCHORAGE MUNICIPAL  
EMPLOYEES ASSOCIATION, INC.**

**ACKNOWLEDGEMENT AND CERTIFICATION**

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

The undersigned duly authorized representatives, on behalf of the parties to this agreement, hereby affirm and certify as follows:

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

MUNICIPALITY OF ANCHORAGE

ANCHORAGE MUNICIPAL  
EMPLOYEES ASSOCIATION, INC.

DATED: 5-12-14

DATED: 5-12-14

BY: [Signature]

BY: [Signature]

Its [Signature]

Its AMEA President

**ANCHORAGE MUNICIPAL  
EMPLOYEES ASSOCIATION, INC.**

**Appendix A MOA Driving Conviction Guidelines**

**Municipality of Anchorage  
Driving Conviction Guidelines**

The following is the minimum standard for consideration for Municipal positions that require driving in order to perform the essential duties of the position. "Consideration" is not a guarantee that the applicant will be considered 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 6 Years (37 to 48 Months)	8 to 10 Years (81 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
		2	Not acceptable	Not acceptable	Not acceptable	Acceptable
		3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with a suspended license or a suspended revocation or suspended license	1	Not acceptable	Acceptable	Acceptable	Acceptable
		2	Not Acceptable	Not Acceptable	Not Acceptable	Acceptable
		3 or more	Not Acceptable	Not Acceptable	Not Acceptable	Not Acceptable
III	Combination of category I and II	1	Not acceptable	Not acceptable	Not acceptable	Not Acceptable
		2	Not acceptable	Not acceptable	Not acceptable	Not Acceptable
		3 or more	Not acceptable	Not acceptable	Not acceptable	Not Acceptable
IV	Other driving violation	1	Not acceptable	Acceptable	Acceptable	Acceptable
		2	Not acceptable	Not acceptable	Not acceptable	Not Acceptable
		3 or more	Not acceptable	Not acceptable	Not acceptable	Not Acceptable

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

**MUNICIPALITY OF ANCHORAGE**

**MANAGED COMPETITION PLAN**



**SEPTEMBER 2013**

## INTRODUCTION

Managed competition is a government procurement process designed to identify the most cost effective methods to deliver services to the Municipality's customers – its citizens – and is an integral part of the Municipality's effort to improve the efficiency of municipal government. In managed competition public employees compete with private businesses to deliver a service. The group that can provide the best value for taxpayers delivers the service. The focus is on obtaining the best value for publicly funded services, achieving outcomes that meet or exceed expectations, and increasing accountability.

The Municipality's managed competition policy is:

Managed competition is a structured, transparent process comparing service delivery between public employees and the private sector. It taps the creativity, experience, and resourcefulness of public employees by giving them the impetus to adopt best business practices. Employee fairness and opportunity to compete are essential to managed competition, but municipal service efficiency and quality benefiting citizens are paramount.

Through managed competition, a service's market cost is discovered and quality is enhanced. The benefits of managed competition to the public are obvious – better value solutions and increased accountability. Competition also benefits public employees by empowering them to demonstrate that their services are competitive in the open marketplace or that they can become competitive. Additionally, managed competition promotes outside the box thinking and fosters creative solutions. Municipal employees are already good workers, but with incentives and clear performance expectations, they can become better.

The Municipality strives to create a level playing field for all competition participants. The Municipality aims for an environment that favors neither the public sector nor the private sector. Procedures described in this plan promoting a neutral atmosphere include: (1) separating public employees developing solicitations and evaluating solicitation responses from public employees submitting solicitation responses; (2) Internal Audit review of public employees' financial information; (3) transparency of cost information, processes, and decisions; and (4) monitoring all service delivery through service level agreements or contracts.

To this end, the Municipality is committed to:

- Generating valuable city services that contribute to a sustainable future;

- **Creating a work environment fostering innovative and cost effective methods of service delivery;**
- **Providing all participants – both public sector and private sector – with public information, including cost information, needed to respond to solicitations;**
- **Promoting a transparent competition process which to the maximum extent possible, treats all participants equally;**
- **Dedicating sufficient personnel and other resources to perform managed competition activities;**
- **Actively monitoring services opened to competition to ensure accountability of public funds and user satisfaction; and**
- **Supporting and refining the managed competition process as necessary to promote a more efficient and effective plan.**

The Municipality's managed competition plan consists of three consecutive steps, outlined below and described in greater detail within this plan.

**Step 1: Competitive Assessment.** A service is assessed to determine whether its public employees are competitive with those providing the same service in the private sector. Service costs, employee and user feedback, and industry information are considered. Employees found to be competitive continuing performing the service. Otherwise, the service may be opened to competition.

**Step 2: Competition.** Municipal departments and private businesses respond to solicitations for services opened to competition. Work is awarded to the entity that will deliver the best value. The Municipality enters into a service level agreement with public employees who win a competition or a contract with a private business that wins a competition.

**Step 3: Monitoring and Reporting:** Performance is monitored to ensure that service and cost specifications are met. Sanctions accrue to any service provider failing to meet targets. Progress reports are submitted to the Mayor, the Municipal Manager, and the Assembly.

Managed competition began in Phoenix in the late 1970's with refuse collection and expanded to other city services. City employees were not initially successful in their bid to continue collecting Phoenix garbage. However, they quickly learned how to cut costs and submit competitive bids, recapturing the work. Managed competition is used across



the United States and in Europe to generate creative solutions to more effectively deliver services. A newcomer to managed competition is the City of Chicago where Mayor Rahm Emanuel recently initiated competitions for recycling. Chicago public employee unions responded positively and recommended that the city use managed competition as an alternative to outsourcing services.<sup>1</sup>

Some may argue that the competition process is an exercise in futility when public employees win a competition and continue to perform the work. This is not true. It is the competition itself that reduces costs and improves service delivery. Regardless of who wins, the competition identifies cost savings, efficiencies, and better ways to do the job. Managed competition tests the marketplace to determine the true costs and best service delivery methods. And most importantly, public workers who win a competition display increased work pride, because they demonstrate that their work product exceeds that of their private sector colleagues.

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<sup>1</sup> Coalition of Unionized Public Employees, *City of Chicago 2012 Budget Efficiency Report* (July 26, 2011), <http://www.chicagolabor.org/news/press-releases/body/Efficiencyreport.pdf>.

See also City of Chicago, Mayor's Press Office, *Mayor Rahm Emanuel Announces Citywide Recycling in 2013* (April 5, 2012), [http://www.cityofchicago.org/city/en/depts/mayor/press\\_room/press\\_releases/2012/april\\_2012/mayor\\_rahm\\_emanuel\\_announcescitywiderecyclingin2013.html](http://www.cityofchicago.org/city/en/depts/mayor/press_room/press_releases/2012/april_2012/mayor_rahm_emanuel_announcescitywiderecyclingin2013.html). During the first six months of using managed competition in its recycling service, the City of Chicago cut costs by 35% (from \$6.3 to \$4.1 million).

## MANAGED COMPETITION PROCESS

### STEP 1: COMPETITIVE ASSESSMENT

TASK	RESOURCES	EXPLANATION
Task A. Determine that a public service should be considered for competition.	Mayor, Municipal Manager, Department of Law, Chief Fiscal Officer, Office of Management and Budget, Department Directors	The Competition Director weighs the Competitive Assessment Factors listed on page eight and recommends to the Mayor whether a service should be considered for competition. If the Mayor determines that a service is appropriate for competition, continue to Task B.
Task B. Review service delivery.	Municipal Manager, Chief Fiscal Officer, Office of Management and Budget, Department Directors	The Competition Director reviews current service delivery, defines current service levels, and calculates at least the most recent three years of the service's fully loaded costs. Potential improvements in service delivery and cost savings are identified.
Task C. Discuss service delivery with employees.	Department Directors, Public Employees	The Competition Director discusses current service levels with employees, because employees' suggestions are valuable.
Task D. Receive citizens' input about service delivery.	Citizens	The Competition Director receives public input via meetings and surveys to determine whether service delivery aligns with citizen needs and expectations.
Task E. Study industry best practices and costs.	Private businesses and peer governments	The Competition Director obtains service best practices and cost information from the private sector and other governments.
Task F. Determine whether public employees are competitive.	Mayor	The Competition Director makes a recommendation to the Mayor whether, based on information obtained in Tasks B through E, public employees are competitive with those in the private sector. The Administration's goal is to competitively assess four services per year.
Task G. Retain, modify, or reengineer service levels and/or delivery methods.	Mayor, Municipal Manager, Department Directors	Employees found to be competitive continue to provide the service. If they are not, the Mayor determines whether to give them an opportunity to become competitive. The service may be opened to competition. When public employees are given an opportunity to become competitive, areas for improvement are identified and a timeline and performance goals established. For a service opened to competition, proceed to Step 2.

## STEP 2: COMPETITION

TASK	RESOURCES	EXPLANATION
Task A. Prepare and issue a solicitation.	Municipal Manager, Purchasing Department	Procurement rules in AMC Title 7 are followed. The Purchasing Department and/or consultants develop solicitations to maintain independence between the department preparing a solicitation and the department responding to a solicitation. Solicitations specify the scope of work, performance measures, availability of public facilities and equipment, monitoring, and other pertinent information.
Task B. Municipal departments and private businesses respond to the solicitation.	Municipal Manager, Office of Management and Budget, Internal Audit, Department Directors, Union Representatives	The Municipality provides all responders with information needed to respond to solicitations. All responders explain how current public employees will be utilized. Public employees' responses are prepared by a team that includes department heads and a union representative, if applicable. Internal Audit certifies that public employees' cost information is realistic and accurate.
Task C. Evaluate the solicitation responses.	Mayor, Municipal Manager, Chief Fiscal Officer, Office of Management and Budget, Purchasing Department	The Purchasing Department and/or consultants evaluate solicitations to maintain independence between the department responding to a solicitation and the department evaluating a solicitation response. The Public-Private Cost Comparison Worksheet on pages nine through eleven is used to make a fair comparison between public and private sector costs.
Task D. Award service delivery.	Assembly, Municipal Manager, Purchasing Department	Service delivery is awarded to the entity that can provide the best value. Although it is a factor, price is not the lone factor. The Municipality enters into a service level agreement with public employees who win a competition or consistent with AMC Title 7, a contract with a winning private business.
Task E. Prepare for any transition.	Municipal Manager, Purchasing Department, Department Directors	If public employees win the competition, the Competition Director and Department Director develop a plan addressing how any identified operational improvements will be made. If a private business wins, the Competition Director and Department Director develop a transition plan identifying strategies for changing providers. The Municipality will work to minimize the impact on displaced public employees by managing vacancies in anticipation of a competition and requiring winning businesses to interview affected employees.

### STEP 3: MONITORING AND REPORTING

TASK	RESOURCES	EXPLANATION
<p><b>Task A. Identify who will monitor the service.</b></p>	<p>Purchasing Department, Internal Audit</p>	<p>The Purchasing Department and/or consultants monitor all contracts and service level agreements awarded pursuant to a competition to maintain independence between a department competing for service delivery and the department monitoring it.</p>
<p><b>Task B. Monitor the service according to the terms of the solicitation.</b></p>	<p>Municipal Manager, Purchasing Department, Internal Audit, Department Directors</p>	<p>Monitoring methods are dependent upon the service and will be specified in the solicitation. But in general, monitoring includes auditing reports of performance measures, scheduled and surprise on-site inspections, customer surveys and interviews, review of complaint-handling procedures, and cost comparisons. Sanctions accrue to any service provider failing to meet an objective.</p>
<p><b>Task C. Ensure accountability.</b></p>	<p>Mayor, Assembly, Municipal Manager, Internal Audit</p>	<p>The Competition Director prepares quarterly progress reports for the Mayor, the Municipal Manager, and the Assembly reporting service improvements and cost savings attributed to managed competition. These reports also identify how managed competition cost savings could be utilized to meet Municipal budget priorities. The Administration sends an annual report to the Assembly detailing the number of services opened to competition, a breakdown of the number of service level agreements/contracts awarded, actual service delivery costs, employee/contractor performance, and customer satisfaction.</p>

## COMPETITIVE ASSESSMENT FACTORS

In determining whether a public service is appropriate for competition:

1. Consider how much of the service should be considered for competition.
2. Determine whether there are legislative or regulatory impediments to opening the service to competition.
3. Consider whether it is necessary and productive for the Municipality to continue providing the service.
4. Consider whether there is another entity better suited to providing the service.
5. Consider whether there are a sufficient number of interested, responsible businesses providing the service to have a competitive bidding environment.
6. Consider whether the service can be explicitly defined in a scope of work, including outcome-based performance measures.
7. Consider any evidence of customer satisfaction and dissatisfaction with current service delivery.
8. Assess the potential effect moving to private service delivery will have on public employees and agency operations.
9. Consider whether the Municipality could sufficiently control the service via contractually-specified performance requirements.
10. Consider how the public would be protected in the event of provider default.
11. Consider the ease of returning the service to the public sector in the event of a private service provider default.
12. Identify all Municipal unions involved in the service's delivery.
13. Consider whether service delivery utilizes confidential information and assess the Municipality's ability to protect confidential information through nondisclosure agreements.
14. Estimate the ease of transitioning service delivery to the private sector.
15. Consider other relevant factors not listed above.

## PUBLIC-PRIVATE COST COMPARISON WORKSHEET

### 1 YEAR COST OF PUBLIC SERVICE DELIVERY

	Actual Costs	Avoidable Costs
<b>Direct Personnel Costs</b>		
Salaries and wages		
Special pay and pay enhancements		
Benefits		
Municipal paid contributions to pensions and retiree healthcare programs		
Municipal paid taxes		
Workers' compensation & general liability insurance		
<b>Total Direct Personnel Costs</b>		
<b>Direct Non-Personnel Costs</b>		
Supplies & materials		
Depreciation or use allowance		
Training		
Travel		
Utilities		
Communications		
<b>Total Non-Personnel Costs</b>		
<b>Total Direct Costs (Direct Personnel Costs + Direct Non-Personnel Costs)</b>		
<b>Indirect Costs (Intergovernmental Charges)</b>		
Administration		
Finance		
Employee relations		
Information technology		
Facilities		
Indirect costs within the department		
<b>Total Indirect Costs</b>		
<b>TOTAL (Direct Costs + Indirect Costs)</b>		

**1 YEAR COST OF PRIVATE SERVICE DELIVERY**

	<b>Costs</b>
<b>Contractor Price</b>	
Direct personnel price	
Direct non-personnel price	
Indirect price	
Profit	
<b>Contractor's Total Price</b>	
<b>Municipality's Contract Administration Costs</b>	
<b>Municipality's Transition Costs</b>	
Accrued leave & severance pay paid to displaced employees	
Costs associated with transfer or disposal of Municipal property	
Penalty for early lease termination	
<b>Municipality's Total Transition Costs</b>	
<b>Cost Subtotal (Contractor Price + Contract Administration Costs + Transition Costs)</b>	
<b>Off-Setting Revenues to the Municipality</b>	
Sale or lease of unused government assets	
Additional tax revenues	
<b>Total Revenues to the Municipality</b>	
<b>TOTAL (Costs – Revenues)</b>	

**3 YEAR COST OF PUBLIC SERVICE DELIVERY**

	Avoidable Costs in Year 1	Avoidable Costs in Year 2	Avoidable Costs in Year 3	Total Avoidable Costs Years 1 through 3
Direct Personnel Costs				
Direct Non-Personnel Costs				
Indirect Costs (Intergovernmental Charges)				
<b>TOTAL (Direct Costs + Indirect Costs)</b>				

**3 YEAR COST OF PRIVATE SERVICE DELIVERY**

	Year 1 Costs	Year 2 Costs	Year 3 Costs	Total Costs Years 1 through 3
Contractor Price				
Contract Administration Costs				
Transition Costs				
Subtotal (Costs)				
Off-Setting Revenue				
<b>TOTAL (Costs - Revenue)</b>				

**The total three year cost of public service delivery is compared to the total three year cost of private service delivery to determine which service costs less.**



## **DEFINITIONS**

**Actual Costs** are the Municipality's actual costs of providing the examined service.

**Avoidable Costs** are costs that the Municipality will avoid if delivery of the examined service is contracted to the private sector.

**Contract Administration Costs** are the Municipality's costs occurring from the time the decision is made to open a service to competition until the time a contract is fully executed and final payment is made. They include the cost of the Purchasing Department, contract negotiations, contract award, contract maintenance, the processing of contractor invoices, and contract monitoring and evaluation.

**Contractor Price** is the total price a contractor proposes to charge for providing the examined service.

**Depreciation or Use Allowance** is the expense of using Municipal facilities and equipment.

**Direct Non-Personnel Costs** are costs other than direct personnel costs that benefit only the examined service.

**Direct Personnel Costs** are labor costs that benefit only and are directly attributable to the examined service.

**Fully Loaded Cost** is the total cost (all direct and indirect costs) associated with delivering the service.

**Indirect Costs** are costs that benefit the examined service and at least one other Municipal service, program, or activity. Indirect costs are costs not readily identifiable to the examined service but support the examined service.

**Off-Setting Revenues** are new and enhanced revenues accruing to the Municipality as a result of contracting with a private business for delivery of the examined service.

**Transition Costs** are costs the Municipality incurs transitioning a service from public employee delivery to private business delivery.

**Unavoidable Costs** are costs that the government cannot avoid regardless of how the service is delivered.