

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MUNICIPALITY OF ANCHORAGE



AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 1547
(TECHNICIANS)**



JANUARY 1, 2018 – DECEMBER 31, 2020

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ARTICLE 1

PREAMBLE

This Agreement is between the Municipality of Anchorage, hereinafter referred to as the Municipality or MOA, and the International Brotherhood of Electrical Workers, Local 1547, hereinafter referred to as the Local Union or IBEW, representing the employees covered herein, establishes the agreed upon working conditions and wage schedule hereinafter set forth.

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 Local Union represented employees, to promote the settlement of labor disagreements by conference, to provide for the resolution of unsettled grievances under this Agreement, by binding arbitration, to prevent strikes and lockouts, to eliminate avoidable delays and excessive or unnecessary costs and expenses, and generally to encourage a spirit of helpful cooperation between the MOA and its employees and the Local Union to their mutual benefit.

2.2 Scope of Agreement

This Agreement shall cover all facilities operated by the MOA during the term of this Agreement, or any extension thereof, using IBEW represented MOA employees and all operations and work conducted during the term of this Agreement, or any extension thereof, in Fleet Maintenance, Solid Waste Services, and the Public Transportation Department.

2.3 Definitions

2.3.1 **Agency Head.** A department head, office director or utility general manager, or any of their designees.

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

2.3.3 **Assignment.** The act of designating a person to perform the job functions of a specific position on a temporary basis.

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

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

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

2.3.7 **Emergency or Emergency Situation.** If not otherwise defined in the Article in which the term is used, emergency or emergency situation shall mean an occurrence, event or situation which causes or has the immediate potential for

causing death or serious injury to persons or destruction or significant damage to property or the physical environment to such an extent that extraordinary actions should be taken to insure the public safety and welfare or protect property or the physical environment.

2.3.8 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, or other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.

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

2.3.10 Schedule. An employee's regularly scheduled work days and shifts during a work week.

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

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

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

2.3.14 Work Week. A fixed period of one hundred sixty-eight (168) hours (7 consecutive 24 hour periods) commencing at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday for 5/8 and 4/10 schedules.

2.4 Applicability of Municipal Personnel Rules

To the extent where there is a conflict between this Agreement and the Personnel Rules (AMC 3.30), the provisions of this Agreement shall prevail. In the event this Agreement is silent, the Personnel Rules in effect at the time of bargaining between the parties will be applicable. In the event that the Agreement and the Personnel Rules are both silent, the parties agree to meet and confer.

2.5 Recognition

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

2.6 Non-Discrimination

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

2.7 Gender

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

2.8 Plurality

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

2.9 No Strike, No Lockout

This Agreement is a guarantee by both parties that there will not be strikes, slowdowns or lockouts, stoppages, picketing or other work disruptions during the life of this Agreement. The MOA and the Local Union agree to do nothing to provoke interruption of or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operations of the MOA's business. The Local Union agrees that there shall be no work stoppages due to jurisdictional disputes. No employee will be terminated for refusing to cross a sanctioned and recognized picket line.

2.9.1 Picket Lines.

A. Recognized and Sanctioned. Recognized and sanctioned as interpreted by IBEW and the MOA for purposes of interpreting the Collective Bargaining Agreement shall mean:

1. A picket line where IBEW has a primary dispute with a contractor, including a recognized, economic, organizational, unfair labor practice or area standards picket, but excluding a publicity, secondary or refusal to patronize picket.
2. A picket line established by another Local Union which has received official recognition and sanction in the minutes of the Building & Construction Trades Council of Southcentral Alaska meeting.

3. Any picket line which is identified to MOA by the Business Manager of IBEW Local 1547 or designated representative. When a dispute regarding the legality of a picket line arises, IBEW and MOA shall meet within 24 hours and negotiate in good faith to determine whether the picket line is recognized and sanctioned for purposes of this Agreement. In the event the question regarding a picket line arises and the parties are unable to agree on whether such picket is recognized and sanctioned, a mutually acceptable third or disinterested party may be called upon to give an interpretation.

B. Informational or Political Pickets. Nothing contained in this Agreement shall grant the employee the right to refuse to cross an informational picket of another Local Union or a political picket.

2.9.2 **Notification.**

A. On a routine basis, the Local Union agrees to provide the MOA with a list of locations and/or companies that are in dispute with the IBEW. An IBEW Business Representative shall notify the Employee Relations Director or designee by 3 p.m. on the day preceding the posting of a recognized and sanctioned picket line, with a confirmation letter the following day.

B. The IBEW shall immediately notify MOA when it has received written notice that a contractor has established an alternate or Local Union gate at the site of a picket. In the event this gate becomes tainted; that is, if a non-Local Union worker goes through a Local Union gate, then IBEW shall immediately notify MOA in writing.

C. No employee shall be disciplined for refusing to cross a recognized and sanctioned picket as provided herein, unless it can be shown that he/she acted unilaterally without contacting the Shop Steward or Local Union Hall to request clarification of the status of the picket. An employee may be disciplined possibly to include termination only when he/she refuses the direct orders of IBEW and MOA to cross a picket line.

2.10 **Management Rights**

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality, acting through its agencies, to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job performance; direct its employees; take disciplinary action for just cause; maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to carry out its organization and the technology of performing its work; require overtime; determine and enforce levels of

productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

2.11 Employee Representative Rights

2.11.1 Local Union Discipline of Employees. The Local Union reserves the right to discipline its own members for any violation of Local Union laws, rules or agreements. If the MOA implements discipline at the request of the Local Union, the Local Union shall indemnify the MOA and hold the MOA harmless from any and all claims against the MOA that may arise from any acts of the Local Union involving their members. The MOA agrees that it will not interfere with the relations between the Local Union and MOA employees. The MOA recognizes the right of a Local Union to discipline members for violation of any Local Union laws, rules or agreements. The MOA agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Local Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Local Union or from taking an active part in Local Union affairs, and that it will not discriminate against any employee because of Local Union membership or lawful Local Union activity. No worker shall be discriminated against for upholding Local Union principles or for serving on a committee, and shall not lose their position or be discriminated against for this reason.

2.11.2 Local Union Security.

A. The parties agree that it shall be a condition of employment or continued employment that all employees of the MOA, who are covered by this Agreement and who are members in good standing of the Local Union, shall remain members in good standing. Those employees of the MOA, who are covered by this Agreement and who are not members in good standing of the Local Union, shall become and thereafter remain members in good standing of the Local Union 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 Local Union, terminate the employment of an employee who is alleged to have failed to maintain membership in good standing as required herein. The request must be delivered to the MOA Director of Employee Relations or designee, must state that the employee has failed to meet the membership requirements of this section 2.11.2, Local Union Security, and must request that the employee's employment be terminated.

C. The Local Union agrees to indemnify, defend, and hold 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 Local Union's written request. The Local Union may withdraw a

termination request at any time before the expiration of the fourteen (14) day period by delivering a written withdrawal request to the MOA Director of Employee Relations or designee.

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

2.11.4 Stewards.

A. The Local Union may appoint such stewards as are set forth in the Article. All stewards shall be working stewards. The duly-authorized stewards, without extenuating circumstances, shall be given a reasonable amount of time during working hours, without loss of pay, to attend to minor Local Union business within the department. As scheduled by management, a steward may spend a reasonable amount of time during working hours, without loss of pay, attending to extended Local Union business within the department. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. The Local Union shall reimburse the Municipality for any wages paid by the Municipality to a municipal employee for time spent performing services primarily for the Local Union (negotiations and training), and the Local Union representatives employed by the Municipality will maintain accurate time records which reflect the performance of such services. Shop stewards may not exceed two (2) days each year, for Local Union training purposes, without prior approval of the agency and the Employee Relations Director. The shop stewards shall not be laid off as long as there are two (2) or more employees in the same classifications employed within the shop steward's area of appointment.

When the steward or any other Local Union representative desires to call a meeting with employees on site during work hours, they shall:

1. Inform the affected employee of the desire for a meeting.
2. Request the employee to obtain permission from their immediate management supervisor to attend such a meeting.

3. If the requested time is unworkable, the requestor and management supervisor shall reschedule the meeting.
4. The supervisor shall not unreasonably deny an employee permission to attend a meeting requested by a steward. Similarly, the employee shall not be unreasonable in the request.

Recognized Stewards as listed:

Fleet Maintenance	Two (2)	Stewards
Solid Waste Services	One (1)	Steward
Public Transportation	Two (2)	Stewards

Where there are more than one (1) steward assigned to a department, no more than one steward will be assigned to each shift, unless otherwise mutually agreed to by the parties. In addition, one (1) steward will be designated as the primary steward.

B. Employee Absence While Holding Local Union Position. Any employee appointed or elected to office in the Local Union which requires a part or all of their time shall not lose their established seniority with the MOA. The Municipality need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal to or lower than the position which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall expire after four (4) years from the date of separation to accept the Local Union position. In the event an employee appointed to the Local Union staff returns to work after a leave of absence, he/she may be granted another leave of absence by mutual consent only. This section shall not apply to steward activity of limited duration.

C. When the shop steward requests or seeks information from a department covered by this agreement the following procedure shall be followed:

1. The request shall first be made orally to an individual no lower than the lowest level non-bargaining unit management supervisor appropriate to the dispute or issue of information in question.
2. If the oral request is denied the request shall be re-submitted in writing.
3. The non-bargaining unit management supervisor shall not unreasonably deny an information request.
4. If the written request is denied, the requestor may file a grievance or unfair labor practice as appropriate.

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

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

2.11.7 Administrative Notification. The Local Union shall be notified, in writing or electronically, 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 date of receipt of such notices shall be the controlling date for the purposes of notification.

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

2.12 Exclusive Nature of Agreement

The parties agree that this Agreement shall constitute the sole and entire Agreement by the parties, thereby revoking all previous Agreements, understandings, practices and regulations, except as provided within this document.

2.13 Amendment of Agreement

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

2.14 Separability and Savings

Should it be determined by a court of competent jurisdiction that any Article of this Agreement is not in conformity with any applicable law, the parties shall meet and such article or portion thereof shall be suspended and amended to conform with the law. The parties hereto agree that within thirty (30) calendar days after a provision has been declared invalid, they will commence negotiations with regard to such invalidated provision and any other provisions of this Agreement which are affected by the invalidation. In the event that the parties do not reach agreement on contract amendments with regard to such invalidated provision, the parties shall continue to abide by all other terms of this Agreement as though the invalidated provision did not exist. This Article shall not apply so long as appeal to a higher court of competent jurisdiction is in process.

2.15 Successors and Assigns

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

2.16 Productivity

The Local Union agrees for its members who are covered by this Agreement that they will individually and collectively perform safe, efficient and diligent service and that they will use their influence and best efforts to protect the property of the MOA. The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. The Local Union will be informed in advance of any proposed change in productivity standards and given the opportunity to discuss the proposed change(s) with the MOA prior to implementation.

2.17 Contracting Out/Managed Competition

A. For the purposes of this Article, contracting out shall mean the procurement of goods and/or services by the MOA from sources other than Municipal employees.

B. The Local Union recognizes that the MOA has statutory and charter rights and obligations in contracting for matters relating to Municipal operations. The right of contracting or subcontracting is vested in the MOA. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Local Union nor to discriminate against any of its members. The parties understand and agree that the application of the provisions of this Article are not intended in any way to limit or restrict the ability of the Municipality to contract or subcontract out work, pursuant to a

Municipal Managed Competition Plan that has been approved by the Anchorage Assembly and meets the requirements set forth in Section C below.

C. The provisions of this Article are intended to preserve the work for employees whose wages, hours and other terms and conditions of employment are governed by this Agreement. No regular employee whose wages, hours and other terms and conditions of employment are governed by this Agreement shall be laid-off by the MOA as the result of the MOA's contracting or subcontracting of any work normally performed by bargaining unit employees unless the MOA subcontracts the work under a Municipal Managed Competition Plan that has been approved by the Anchorage Assembly and meets all of the following requirements:

1. All bidding private contractors must agree to provide compensation data for their employees and whether they comply with Alaska Department of Labor pursuant to Title 36.
2. All private contractors must provide a statement of the minimum qualifications required of the employees anticipated to work on the contract.
3. The proposal of the winning private bidder must provide at least a 5% overall savings per year to the MOA. When performing the cost comparison between public and private employees under this section, the transition costs, contract administration, and monitoring costs for administering and monitoring the private contract shall be included to ensure the Anchorage Municipal tax payers are getting the best services for the best value available.

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

The MOA agrees that it will not contract or subcontract out work for the underlying purpose of eroding the size of the bargaining unit.

2.18 Meet and Confer

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

shall be at the meet and confer sessions. A refusal to meet and confer in response to such request shall be a violation of this agreement. There shall be no obligation on the part of any party to reopen, modify, amend or otherwise alter the terminology or interpretation of this Agreement, or 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 Local Union fully encourage and pledge themselves to friendly and cooperative relations between their respective representatives at all levels and among all employees, whether or not covered by this Agreement.

ARTICLE 3

EMPLOYMENT

3.1 Types of Positions

The different types of positions are as follows:

- A. **Full-Time Employee.** An employee who is in a position that is scheduled to work forty (40) hours per work week.
- B. **Part-Time Employee.** A regular employee who is in a position that is scheduled to work less than forty (40) hours in a work week. All of the provisions of this Agreement shall be applicable to part-time employees unless specified otherwise.
- C. **Temporary Employee.** Temporary employees are those employees hired to augment the work force, and not displace regular employees, when the work load temporarily requires additional help, or in the event of an emergency or unanticipated condition (or situation) or to relieve regular employees during absences. The MOA may extend temporary employment for an additional six (6) months. Any temporary Employee who may be extended by the MOA from the initial date of the extension beyond the initial six (6) months shall continue to receive pay as a temporary MOA employee, shall accrue full benefits under this agreement, and shall be paid the base hourly wage rate for the classification in which they are working. Following the maximum authorized six (6) months extension, the MOA shall either terminate employment or afford the employee all entitlement of employees with regular status. By mutual consent of the MOA and the Local Union, a temporary position may be filled on a part-time basis.

3.2 Vacant Positions

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

3.3 Position Vacancy Announcements

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

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

1. Internal. Open only to employees covered under this Agreement. This may be waived by mutual consent of both parties.
2. Local Union Dispatch. The Local Union shall maintain a hiring hall and refer qualified applicants to the MOA when requested. The MOA agrees to use the hiring hall to obtain qualified workers necessary to fill classifications covered by this Agreement.

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

3. Open Municipal Wide
4. Concurrent advertising. In an effort to maximize efficiencies, the MOA may advertise position vacancies concurrently with the Local Union and other external sources. The MOA shall give priority consideration first to internal applicants covered under this Agreement, secondly to Local Union applicants/dispatches (if applicable), and thirdly Municipal applicants. The MOA may consider other applicants only if all internal applicants covered under this Agreement, Local Union referred applicants/dispatches, and Municipal applicants have been properly rejected. The agency shall not be provided other applicant information until internal applicants covered under this Agreement and Local Union referral applicants have been rejected.
5. The Municipality shall furnish to the Local Union, each month, the name(s) of any employees hired, promoted, or demoted, the classification and date of hire or change in status. All employees hired by the Municipality, regardless of the source of the referral, must provide the Municipality with a dispatch from the Local Union prior to the employee's start date.

3.4 Applicant Examination

- A. Eligibility.** To be eligible for consideration, applicants must apply during the advertised recruitment period, meet the minimum qualifications and pass any job related examinations.
- B. Disqualification.** The MOA retains the right to reject any job applicant. Should the MOA reject any applicant, the reason shall be given in writing to the Local Union 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

3.5 Preference for Selection

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 two years
- D. Demotion for disciplinary reasons
- E. Transfers
- F. Promotions
- G. Hire or rehire

3.6 Selection

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

3.7 Probation Duration

1. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period. The probationary period is one hundred and eighty (180) calendar days.
2. Transfer. When an employee transfers to a position in the same agency in the same classification, no probationary period shall be served. Employees transferring to a different classification at the same pay grade in the agency shall be required to serve a one hundred and eighty (180) calendar day probation period. An employee who has not completed their probation shall complete the one hundred and eighty (180) calendar day probation in the new position. Employees who transfer to a position in a different agency shall be

required to serve a one hundred and eighty (180) calendar day probation period.

3. Promotion. Employees who are promoted shall be subject to a probationary period. The probation period is ninety (90) calendar days.
4. Demotion. Employees who are demoted shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days. When an employee is demoted to a position in a classification where the employee previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons.
5. Recall from layoff. Employees who have been recalled from layoff shall be required to complete any probation that was not completed prior to layoff. If the employee is recalled to a position in a classification that they have not previously held, a probation period shall be served. The probation period is one hundred and eighty (180) calendar days.
6. Reallocation of Position. The employee in a reallocated position, whether by reclassification or range change, shall not serve a new probationary period. In cases where the employee is on probation, they shall be required to complete the probation.

A. Status Upon Completion of Probation

Regular appointment to a position shall be made only upon satisfactory completion of the probationary period. The agency head shall complete a probationary evaluation that the employee has performed satisfactorily during the probation. A copy of the evaluation will be provided to the employee. Unless action is taken by the agency head to separate or demote the employee or to request extension of the probationary period prior to the end of the probationary period, the employee shall attain regular status on the first working day following completion of the probationary period.

B. Probation Extension

The probation period of an employee may be extended one time for a period not to exceed ninety (90) calendar days at the option of the agency head and with prior approval of the Director. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Local Union, prior to the end of the established probation period.

C. Probation Separation

If at any time during the probation period, the agency head determines that the services of an employee have been unsatisfactory, the employee may be separated from their position without right of appeal or grievance. Written notice of such dismissal shall be given to the employee. The Local Union shall be notified in the event of termination of the probationary employee's employment.

When it becomes clear that an employee serving a promotional probationary period is not performing adequately, the employee shall be so informed in writing with a copy to the Director, and will be given the option to demote back to their previous position, or may elect to be laid off in accordance with Article 3.11 B. When it becomes clear that an employee serving a probationary period as a result of being transferred into the same classification is not performing adequately, the employee shall be so informed in writing with a copy to the Director, and will be given the option to return back to their previous position, or may elect to be laid off in accordance with Article 3.11 B. If the demoting or transferred employee's position has been filled, they shall have the right to displace that employee. The displaced employee shall be placed into layoff status in accordance with Article 3.11 B.

3.8 Types of Additional Work Assignments

A. Working out Of Class: Employee is temporarily performing work in a higher level classification within the bargaining unit.

1. Regular employees shall have priority to work temporarily in higher level classifications before hiring temporary employees.
2. Employees who are temporarily assigned to perform work in a higher classification shall receive step one (1) in the higher classification or five (5) percent above their factored rate of pay whichever is greater. The employee's current base rate is utilized in determining if step one (1) in the higher classification is at least five (5) percent.
3. Employees who are temporarily assigned to perform work in a lower classification shall be compensated at their factored rate of pay for all hours worked.
4. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation. Only employees who are the sole operator and their performance is not being monitored are eligible for additional compensation.
5. The MOA shall assign an employee to perform the duties of working foreman or lead when the regularly assigned working foreman or lead is on leave or unavailable to perform their duty. Comfort and lunch breaks, and activities incidental to the duties of a foreman or lead normally occurring during the day are not to be construed as absences.

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

1. When an employee is temporarily assigned to work two (2) or more consecutive hours in a non-represented or executive position they shall receive five (5) percent above their factored rate of pay.

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

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

- A. Transfer. Transfer is the lateral movement from one regular position to another regular position in the same class, a different class, a parallel class at the same grade or the pay without a break in service. Temporary employees may only transfer to other Temporary positions.
 - 1. Voluntary. The employee may request a transfer to a vacant position within their agency or to a different agency. The employee shall submit a written request to their agency head. The agency head shall forward the request along with a recommendation to the Director for approval. The employee must meet the qualifications and if applicable, have an acceptable driving record for the position. When the employee is requesting a transfer to a different agency, the Director will consult with the agency head.
 - 2. Involuntary. The employee may be demoted as a result of disciplinary actions or in lieu of layoff.
- B. Promotion. Promotion is the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the MOA, positions shall be filled by promotion.
 - 1. Promotion Factors:
 - a) Employees must apply during the recruitment period;
 - b) Employee must meet the qualifications and if applicable, have an acceptable driving record;
 - c) Successfully complete interview process and when applicable, pass job related examination(s); and
 - d) Length of service will be used if all other factors are equal.
- C. Demotion. Demotion is the movement of an employee to a position in a lower salary grade.
 - 1. Voluntary. The employee may request to voluntarily demote into a position through a written request or through a recruitment effort. Employees must meet the minimum qualifications, have an acceptable driving record, and successfully complete any examinations and/or testing.
 - 2. Involuntary. The employee may be demoted as a result of disciplinary actions or in lieu of layoff.

- D. Recall From Layoff. Laid off employees shall have two (2) years recall rights within the agency from which they were laid off. Recall from layoff shall be in order of seniority. An employee who has been laid off may be recalled to a position at the same pay grade or lower grade from which they were laid off. The employee must meet the minimum qualifications and any pre-employment criteria of the position for which they are being recalled.
- E. Notice to Employee. The employee will be notified in writing of any changes in status including pay step, merit anniversary date, length of service date and requirement for serving a probationary period.

3.10 Seniority

- A. Regular full-time employees shall be on a Municipal seniority list. This seniority shall be measured from the original date of hire or rehire date for an employee who remains continuously employed. This seniority is utilized for layoff and recall from layoff, and bumping rights.
- B. The bargaining unit employee having the longest term of service in the department as a regular full time and/or regular part time employee, shall be first on the seniority list for the purpose of scheduling vacations, shift bids, and for other purposes deemed appropriate by the department head. The Local Union shall maintain this department seniority list, and shall provide the MOA a current list upon request. The list will be posted by the Local Union at each department. If any employees share the same term of service date, the tie shall be broken by applying the Local Union seniority tie-breaker formula in Appendix A.
- C. Seniority is terminated when the employee is no longer employed.
- D. Seniority will be re-established when the employee is recalled from layoff. The employee's seniority will be adjusted for the time period in which the employee was laid off.
- E. Seniority rights within the Local Union shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to the employee's former classification. During this period the employee must remain in good standing with the Local Union.
- F. In the event that the MOA absorbs the business of, or merges with another employer, or is party to a merger of any kind, the seniority of the employees absorbed or transferred thereby shall be determined as in sections (A) and (B) above, and they shall be placed on the seniority lists as appropriate.

3.11 Layoff

- A. Layoffs may be necessary due to the following, but not limited to:
 - 1. Elimination of a position; or

2. Material change in the duties and/or qualifications of the position for which the employee lacks the necessary skills, knowledge or aptitude;

B. Layoff Procedure

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

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

C. Eligibility for Recall

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

4. A laid off employee shall have preference over all applicants when filling regular positions as designated in Section 3.5.
5. Recall from layoff shall be in seniority order.
6. The laid off employee must maintain a current phone number, address, and email address with the Employee Relations Department in order to preserve their recall rights. The Local Union shall be notified along with the employee of a recall opportunity. If a laid off employee fails to respond within five (5) working 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) working days from acceptance or the MOA may consider extinguishing recall rights.

3.12 Work by Non-Employees

The MOA may use the services of volunteers, without violation of this Agreement. The Local Union shall join the MOA in encouraging citizen involvement in the betterment of Anchorage. The MOA will notify the Local Union before volunteers are utilized. Volunteers will only be utilized to perform incidental bargaining unit work. The use of volunteers shall not directly cause the layoff of any bargaining unit member. The MOA may use the services of students or interns from educational institutions whenever or wherever they may be offered, without violation of this agreement.

3.13 Evaluation of Employees

Employees will be evaluated at the end of their probationary period and at such times thereafter as determined by the MOA. Evaluation of employees will not be conducted arbitrarily, capriciously or for unlawfully discriminatory purposes. The performance evaluation is not a disciplinary action under this Agreement and is not grievable or arbitrable under Article 7. The absence of a current performance evaluation shall create the presumption of satisfactory work performance. Employees will be evaluated using the systems developed pursuant to existing in MOA Personnel Rules.

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 4.1.1)

4.1.1 Personal Holiday.

Each January 1 of the calendar year, regular full-time employees shall receive eight (8) hours of non-cashable annual leave as a personal holiday. Regular part-time employees shall receive four (4) hours of non-cashable annual leave as a personal holiday

The personal holiday has no cash value.

4.2 Holiday during Annual or Sick Leave

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

4.2.1 **Holiday Falling on a Regular Day Off.** For employees scheduled to work on a Monday through Friday schedule, when a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, as scheduled by the MOA. For these employees, when a recognized holiday falls on a Sunday, the Monday following shall be observed as the holiday, as scheduled by the MOA. 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 work day shall be observed as the holiday, as scheduled by the MOA. When the recognized holiday falls on the employee's second day off, the following scheduled work day shall be observed as the holiday, as scheduled by the MOA.

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

4.2.2 Forfeiture of Holiday Pay. If employees are not in a paid status for their entire shift on the last regular work day preceding such holiday and on the next regular work day following such holiday then they shall forfeit their right to payment for such holiday.

4.2.3 Holiday Pay.

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

B. If an employee is scheduled and works on a recognized, or the employee's observed holiday, all hours worked shall be compensated at the employee's straight-time factored hourly rate unless the employee is eligible to receive overtime compensation in the manner stated by Article 5.3.

C. Holiday hours for part-time employees will be based on Full Time Equivalency (FTE). FTE means an employee normally scheduled to work forty (40) hours during the work week. A FTE of 1.0 means the employee is equivalent to a full-time employee. A FTE of less than 1.0 means the employee is a part-time employee (e.g., a 20 hour per week employees has 0.5 FTE and will receive 4 holiday hours).

4.3 Paid and Unpaid Time Off

The Municipality will provide eligible employees with reasonable periods of paid time off in accordance with the accrual schedules for annual and sick leave. Additionally, employees will be eligible for specified periods of paid time off for military duty, court duty, and bereavement leave for members of their immediate family. Under the conditions specified in this article, the Municipality may approve periods of unpaid time off to allow employees to meet personal, educational, family, or medical needs.

4.3.1 Accrual of Annual Leave.

A. Annual Leave Accrual Rate

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

11+ years of service - 12.5 hours per pay period

2. Full-time regular employees hired after July 1, 1991, shall accrue leave at the following rates:

a. Cashable Annual Leave

0 – 2 years of service	-	6.15 hours per pay period
3 – 5 years of service	-	6.77 hours per pay period
6 – 10 years of service	-	7.38 hours per pay period
11 + years of service	-	9.23 hours per pay period

b. Non-Cashable Annual Leave

6 - 10 years of service	-	1.86 hours per pay period
11 - 19 years of service	-	2.62 hours per pay period
20 + years of service	-	3.27 hours per pay period

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

4. Regular Part-Time employees accrue pro-rated leave based on the total hours paid in the pay period in accordance with this article.

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

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

C. Annual Leave Accrual Limits. Accrued and unused leave may be carried over 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 an employee may not have more than four hundred eighty (480) hours of cashable annual leave, which includes leave accrued within the last full pay period.

D. Sick Leave Accumulation. Sick leave does not accrue separately, like annual leave, on a regular basis; it accumulates through conversion of excess of hours of annual leave to sick leave as of the first pay period of the new calendar year. Non-cashable annual leave under this article cannot be converted to cash.

4.3.2 Regular use of Annual Leave

A. An employee shall be allowed to use any amount of accrued leave at the time he/she desires that will not be detrimental to agency operations, as determined by the Agency Head. Employees may request leave during the month of January. Agency Heads shall

establish a vacation leave schedule no later than the 15th of February and shall give consideration to department seniority 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 by the last full pay period of the year. This limitation shall not apply to new or rehired employees until the second (2nd) last full pay period of the year following their date of hire or rehire. Employees who fail to take the full eighty (80) hours of annual leave shall have the balance of the eighty (80) hours not taken moved from their cashable annual leave account to their non-cashable annual leave account, not to exceed forty (40) hours per year.

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

C. Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the MOA 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 the employee's annual leave account.

D. Part-time employees leave usage requirement will be pro-rated based on the percentage of the position's full time equivalency.

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

4.3.3 Annual Leave Conversion and Cash-In.

The following provisions do not apply to non-cashable annual leave.

A. Cash-In.

1. All hours of cashable annual leave in excess of 480 unless converted to cashable sick leave under (B) below, shall be paid in cash to the employee in the next pay period following the last full pay period in December. The employee's factored rate of pay as of the last day in the last full pay period of December will be utilized for the leave cash-in rate.
2. 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 the employee's annual leave account following cash payment.

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

C. Annual Leave at Termination. Upon termination for any reason employees shall be entitled to payment for unused cashable annual leave and cashable sick 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 the employee's factored hourly rate at time of termination. Non-cashable annual leave shall be forfeited upon termination.

4.4 Cash Value of Accrued Leave

A. Annual leave has no cash value, except as provided in 4.3.3 while an employee remains actively employed.

B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.

C. Cashable sick leave available under 4.3.3 (B) shall be paid to employees based on the factored rate of pay at time of cash-in or usage.

4.5 Bereavement Leave

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

4.6 Blood Donation Leave

Employees may be allowed up to four (4) hours of paid time off per calendar quarter, to donate blood in accordance with the procedures outlined in MOA P&P 40-1.

4.7 Court Leave

A. Employees summoned 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 to or as a result of their employment with the Municipality will be treated the same as jury duty.

B. Employees shall provide their Department Head with a copy of their jury summons or subpoena requiring their attendance in court immediately upon receipt by the employee. Employees who fail to provide a timely copy of their jury summons or subpoena may be deemed ineligible for court leave. An employee may elect to take leave without pay or annual leave for this time. When excused or released from court leave or as a witness for the day, the employee shall return to work immediately, allowing for the period of time reasonably necessary for travel time to the workplace. Reasonably necessary paid travel time is not to exceed forty-five (45) minutes.

C. Employees required to report to court or jury duty on a regularly-scheduled work day shall be temporarily reassigned to a work shift beginning at 8:00 a.m. for the day(s) such jury duty is scheduled. Except employees scheduled to work a night shift, will be switched to a work shift beginning at 8:00 a.m. starting the first day of the employee's work week for the period in which they could be called to jury duty.

D. Employees shall be compensated at their factored rate of pay for any time that they are scheduled to work and are required to report to court or jury duty.

E. Employees shall provide their management supervisor with a copy of their certification of attendance, a letter from the court system, or certification of service as a witness eligible for court leave showing the days and times served. Failure to provide this documentation before the end of the next pay period after completion of court leave will result in conversion of the employee's court leave to annual leave or leave without pay.

4.8 Military Training/Duty Leave

A. Any regular employee who is ordered to report to 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) work days leave per calendar year for such purpose. During such leave, employees shall be paid the difference in their factored rate of pay and their military base pay. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military duty may take annual leave or leave without pay for such duty.

B. Military leave without pay.

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

2. An employee placed on leave without pay under this subsection will:
 - a. Remain a Municipal employee.
 - b. Be reinstated in accordance with Article 3.
 - c. Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law.
 - d. May elect to use paid annual leave or elect leave without pay.
3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.
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.

4.9 Injury Leave

4.9.1 Eligibility

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

4.9.2 Period of eligibility

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

4.9.3 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.

4.9.4 Medical appointments

An employee on light duty who is working full time is encouraged to schedule doctor's appointments during off hours. If an employee is unable to schedule injury related medical appointments during non-work hours, the employee shall be released from work for no more than two (2) 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 two (2) hours per week. The employee shall return to work for the remainder of the shift following the medical appointment.

4.9.5 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.

4.9.6 Waiting Period

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

4.10 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 4.12 provides for family leave. Additional periods of leave without pay directly following family leave may be requested by an employee and may be approved by the director upon recommendation of the agency head. The periods of unpaid family leave will count toward the maximum periods of leave without pay available under this article.

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

4.10.1 Requirements

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

1. The employee has stated a legitimate reason to support the leave;
2. The agency certifies that the agency is able to perform adequately if the leave is granted;
3. The employee has exhausted paid leave accounts;
4. 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
5. For periods over thirty (30) consecutive days, the employee may be eligible to receive medical and life insurance benefits in accordance with the applicable Plan.

4.10.2 Replacement of Employee on Leave without pay

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

4.11 Programmed Leave Without Pay

- A. Requirements: If an Agency Head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.11 of this Agreement, or to take programmed leave without pay if that option is offered by the Director, or designee. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.
- B. Duration: No more than sixty (60) 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, or designee, but annual leave shall not accrue during that time.
- D. No Employee Replacement: No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of their position be assigned to another employee.

4.12 Family Leave

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave Act (AFLA) and the Family and Medical Leave Act (FMLA) . Leave as described in FMLA, AFLA, or both is referred herein as family leave.

4.12.1 Family Leave Requirements

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

4.12.2 Coordination with Other Leave

- A. Employees requesting Family Leave shall first exhaust their eligible paid leave before utilizing leave without pay. However, at the employee's discretion, a maximum of forty (40) 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 functions of the job.
- C. Employees who have exhausted their Family Leave may request leave without pay under the provisions of 4.11. 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.

4.12.3 Benefit Entitlement

Health insurance coverage for employees on Family Leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the first twelve (12) weeks 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.

4.12.4 Replacement of Employee on Family Leave

Employees on Family Leave may be replaced by temporary or full/part-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.

4.13 Unauthorized Absences

A. Any employee who is absent from duty shall report the reason to their first line non-represented supervisor as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action. An employee who has sustained an occupational injury/illness, and has not provided the MOA with the required report of injury or the medical certifications to be off work, is considered to be on unauthorized or unreported absence, except in cases of extreme emergencies or with supervisory approval.

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

C. Employer Notice. It shall be the responsibility of each employee to notify as early as possible their management supervisor of any immediate circumstances or events that may result in the employee not reporting for their scheduled tour of duty.

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 range and step system.

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

1. Effective the first full pay period on or after January 1, 2018, or the first full pay period following Assembly approval, whichever is later, employees will receive a one and one-half percent (1.50%) increase;
2. Effective the first full pay period on or after January 1, 2019, employees will receive a one and one-half percent (1.50%) increase;
3. Effective the first full pay period on or after January 1, 2020, employees will receive a one and one-half percent (1.50%) increase.

5.2 Starting Rate on Initial Employment

A. Original appointment to any position shall be made at the entry step, and advancement from the entry step to the final step within a pay range shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a rate higher than the entry step in the range for the classification when the needs of the agency 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 classification, or if a critical shortage of applicants exists. Such approval shall be documented in writing prior to appointment.

B. Upon satisfactory completion of the probationary period after initial appointment or promotion, the employee's entrance pay shall be advanced one (1) increment to the next highest step in the pay range for the classification to which the position is allocated. The probationary period may be extended in accordance with this Agreement and probationary increases withheld until successful completion of probation.

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

5.3 Overtime Pay

Employees shall be paid at one and one-half (1½) times their factored hourly or higher rate of pay for all overtime worked at the direction of the MOA, as required by law or this Agreement. Regular employees shall receive preference on all overtime work. All time worked other than regular scheduled shift shall be paid for at the overtime rate.

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

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours worked for overtime, work outside of shift, 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.

5.4 Shift Differential

Employees shall receive shift differential premium pay per this article based upon the majority of continuous hours worked that fall within a swing shift or night shift. The regularly scheduled shift, call-in, call-back, holdover, and scheduled overtime hours worked, are all considered independent from each other when determining shift differential pay and will independently qualify for shift differential pay if it falls within a swing or night shift. In those cases where the hours worked are evenly split, the higher shift differential shall apply. The start of an employee's shift will not be established or changed solely to cause the majority of hours to be paid at the lower shift differential rate.

- A. **Swing Shift.** A shift in which the majority of hours fall between at 3:00 p.m. and midnight. The shift differential for swing shift is 3% of an employee's factored hourly rate of pay.
- B. **Night Shift.** A shift in which the majority of hours fall between 9:00 p.m. and 6:00 a.m. The shift differential for the night shift is 6% of an employee's factored hourly rate of pay.

5.5 Service Recognition Program

The Service Recognition Program (SRP) was frozen effective March 3, 2010. Those employees who qualified for SRP pay, prior to March 3, 2010, received a one step SRP advancement, if not already at the maximum amount of SRP pay, regardless of years of service. Thereafter, the SRP ceased to exist. Employees continued to receive the level of SRP pay after the one step advancement, if applicable, but would not continue to advance steps.

SRP pay was for length of service. Regular employees hired after January 1, 1981 and before March 3, 2010, were eligible to receive SRP pay and 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 shall be as follows:

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

5.6 Work Outside of Shift

Work outside of the regular shift is defined as either call-in, call-back, holdover, or scheduled overtime as follows:

- A. **Call In.** When an employee is required to come in to work prior to and contiguous with his/her regularly scheduled shift and which has been scheduled before the end of the employees' preceding work shift.
- B. **Call Back.** A situation where employees have been released from duty and are required to return to work outside of their scheduled duty hours.
- C. **Holdover.** A situation where employees are required to stay on duty after and contiguous to their regularly scheduled shift.
- D. **Scheduled Overtime.** Scheduled overtime is any hours worked outside of the regularly scheduled shift that is not otherwise defined in (A), (B), or (C) above.

5.6.1 Call-In Pay.

- A. Employee's who are called-in shall be compensated at the overtime rate of pay for all hours worked prior to the start of their regularly scheduled shift.
- B. If a call-in is cancelled before the end of the employee's regularly scheduled shift immediately preceding the shift subject to the call-in, the MOA shall have no liability to the employee.
- C. If a call-in is cancelled after the end of the employee's regularly-scheduled shift immediately preceding the shift subject to the call-in, the employee shall be compensated for two (2) hours at the employee's straight time factored rate of pay. The two (2) hours does not count as hours worked for the purpose of determining overtime eligibility within the workweek.

5.6.2 **Call-Back Pay.** An employee who is required to return to work outside his/her regular hours of duty will be paid a minimum of two (2) hours at the applicable overtime rate, or holiday rate, whichever is appropriate.

5.6.3 **Holdover Pay.** An employee who is held over shall be paid for all time worked at the appropriate overtime rate.

5.7 Travel Pay

Employees performing work related travel at the direction of the MOA shall be compensated and/or reimbursed as specified in MOA Policy and Procedure, 68-1 Employee Travel Approval, Travel Expenses and Per Diem. No employee will lose any regularly scheduled hours as a result of travel when traveling exclusively on MOA business.

5.8 Deductions From Pay

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

5.9 Pay Day and Pay Time

All employees covered by this Agreement will be paid every other week. The Municipality shall distribute paychecks by noon on each payday. If a payday is a recognized holiday, then that payday shall be the last working day prior to the recognized holiday. The Municipality shall provide for automatic payroll deposit which employees may elect to use.

5.10 Errors in Pay

If an employee discovers and reports to the supervisor that the Municipality has made a mistake in pay, which is at variance with the timecard submitted and represents ten percent (10%) or more of gross pay the Municipality shall correct the shortage within three (3) business days of confirmation by Central Payroll of the shortage. If the discrepancy is less than ten percent (10%) of gross pay the shortage shall be corrected and paid on the next regular pay day, unless shortage was submitted and confirmed after payroll has closed for that pay day. In the event the Municipality fails to correct a confirmed error in pay in accordance with this Article, the employee shall be compensated at the rate of twenty-five dollars (\$25) for each business day beyond the stated time limits until the error is corrected.

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.

5.11 Mid-Term Classifications

The parties recognize that a new job classification may be created or an existing job classification changed during the life of this Agreement. The MOA will update or modify existing job classifications as appropriate/necessary. The parties agree that the creation of any new classification(s) are subject to negotiations for wages, hours and working conditions and shall be negotiated.

Job classifications are not subject to the grievance procedure.

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 (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 design options to choose from. 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, the employee may choose to waive medical coverage and receive a three hundred fifty dollars (\$350.00) per month financial incentive. Opt-out program conditions and criteria will be established by the Director, or designee. The Plan is 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.** The MOA will provide a standard contribution per month for eligible employees who elect Plan coverage. Each eligible employee shall pay, by payroll deduction, any difference between this amount and the total premium required for the health plan option selected by the employee. Payroll deductions, if applicable, will be made on a pre-tax basis, subject to the applicable law and regulations. All contributions by the MOA or the employee may only be used for the Plan. Any amounts remaining from the MOA contribution for lower cost plans shall be placed in an FSA or Health Savings Account (HSA) for the employee to use for qualified medical expenses.

6.1.5 **Health Benefit Adjustment(s).**

A. Effective January 1, 2018 or first full month following Assembly approval of this Agreement, whichever is later, for all employees who do not opt out of the Plan, the Municipality's contribution will be \$2014.00, with employees paying the remainder of the premium costs.

B. Effective January 1, 2019, for all employees who do not opt out of the Plan, the Municipality's contribution will increase by 60% of the difference, if any, between the premium of 2018 lowest deductible Plan and the premium of 2019 lowest deductible plan, with employees paying the remainder of the premium costs.

C. Effective January 1, 2020, for all employees who do not opt out of the Plan, the Municipality's contribution will increase by 60% of the difference, if any, between the premium of 2019 lowest deductible Plan and the premium of 2020 lowest deductible plan, with employees paying the remainder of the premium costs.

D. **Health care reform and reopening of health care negotiations.** Should state or federal legislation mandate change in cost, premiums, care coverage, taxes or penalties, the parties agree to reopen negotiations under Article 6.

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

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. Coverage may be purchased in increments of \$25,000, to a maximum of \$200,000. Provisions 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 post-tax 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 the available options offered. Coverage and premium rates will be determined by the insurance carrier.

6.3 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 the first two (2) pay periods in each month.

6.4 Savings Plan

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

6.5 Retirement

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

6.6 Employee Assistance Program

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

6.7 Hardship and Benevolent Fund

Beginning the first full pay period of January 2019, the Municipality shall deduct and forward five cents (\$.05) per hour for each hour of compensation of each employee within the bargaining unit to the IBEW Hardship and Benevolent Fund (IHBF) to be administered by the Local Union. The Municipality shall forward such employee contributions to the Local Union by the twentieth (20th) day of the month following the month in which said employee contributions are deducted. The Municipality shall use reasonable care in deducting and forwarding said employee contributions but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said employee contributions. The Local Union assumes all obligations and responsibility for the administration and accounting of both the employee contributions and the IHBF.

ARTICLE 7

DISCIPLINE AND RESOLUTION OF DISPUTES

7.1 Discipline

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

7.1.1 **Discipline and Termination of Employment.** The MOA retains the right to discipline an employee for just cause but agrees that in the case of discharge the designated Local Union representative shall be notified of the reason of such contemplated discharge prior to any action being taken against the employee, unless constraints preclude such notice. If the Local Union fails to grieve a discharge within ten (10) working days of the action, the right to grieve or arbitrate the action is forfeited.

7.2 Grievance Defined

A grievance is hereby defined as a claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of this contract or of any supplemental agreement. A grievance may be filed against the MOA by the Local Union or by an employee through the Local Union representative or against the Local Union by the MOA.

The Local Union shall provide to the Director or designee a list of business representatives who are Local Union designees for the purpose of pursuing and resolving Local Union grievance matters. This list is to be resubmitted any time there is a change in personnel on behalf of the Local Union. The MOA will inform the Local Union in writing of the names of the Agency Heads, Director and designee with whom grievances should be processed under the grievance procedure hereinafter described.

7.3 Grievance Procedure

- A. When a situation arises which becomes the basis for a grievance, the Local Union and the MOA shall make every effort possible to informally resolve the issue.
- B. In the event that the problem cannot be resolved informally, the grievance will be reduced to writing on a standard form agreed to by the parties, and shall be presented as soon as practicable after the occurrence upon which the grievance is based, or the Local Union representative becomes aware of, but in no event later than ten (10) business days if the grievance is a termination grievance, or fifteen (15) business days if the grievance arises from other causes. Failure to

submit a grievance within such periods shall constitute a bar to further action thereon.

The written form of the grievance shall include the following information:

1. The nature of the grievance, the circumstances out of which it arose, and the date of occurrence.
2. The remedy or correction which is requested.
3. The section or sections of the Agreement relied upon or alleged to have been violated.
4. The signature of the grievant, if applicable, and the Local Union representative.
5. The date the grievance is submitted.

The written grievance shall be presented to the Director and designee, and copied to the appropriate Department Head.

The MOA or the Local Union may file a grievance on its own behalf. MOA and Local Union grievances shall be filed, in writing, directly at Step Two. The parties may mutually agree in writing to modify the time limits in any step of the grievance procedure.

7.3.1 Step One. Within ten (10) business days after written presentation of an alleged grievance, the affected employee or employees, the Local Union representative, and the MOA shall discuss the written grievance in an effort to resolve the dispute or difference. Within ten (10) business days of completion of the discussion, the Department Head or designee will reply in writing to the Local Union, in concurrence with the Director or designee. If this reply is unsatisfactory, or the MOA fails to respond within the time specified, the alleged grievance may be moved to Step Two, provided written notification of such move is made within ten (10) business days following the receipt of the MOA Step One response or the expiration of the time for such response.

7.3.2 Step Two. Within ten (10) business days after receipt of the notice from Step One, the Local Union Business Representative and the MOA Employee Relations Director or designee shall meet and discuss the alleged grievance. The party against whom the grievance is lodged shall respond in writing to the grieving party within ten (10) business days of completion of their meeting. If this reply is unsatisfactory, or the party against whom the grievance is lodged fails to respond within the time specified the alleged grievance may be moved to Arbitration provided written notification of such move is made within ten (10) business days following the receipt of the Step Two response or the expiration of the time for such response.

7.3.3 Arbitration.

Either party may request arbitration for grievances which have not been resolved under the foregoing procedure by providing written notice to the other party within ten (10) business days from the date of the response or the time provided for that response in Step Two. The MOA notice shall be to the Local Union Business Representative or designee and the Local Union's notice shall be to the Employee Relations Director or designee. If the grievance is not appealed to arbitration, it shall be considered terminated.

Neither the Local Union nor the MOA shall refuse to process any grievance through the various steps provided for herein, to timely select an arbitrator when the other party has appealed a grievance to arbitration or to schedule or participate in the arbitration hearing.

7.3.4 Selection of the Arbitrator

If a request for arbitration is tendered, the Local Union and the MOA will meet within five (5) business days to agree on a mutually acceptable Alaska arbitrator. If no agreement can be reached, the parties shall select an arbitrator by utilizing the striking method from a list of ten (10) Northwest arbitrators supplied by the American Arbitration Association (AAA) for the purposes of the dispute. Arbitration will commence as soon as practicable following the appointment of the arbitrator. The expenses of arbitration shall be borne equally by the MOA and the Local Union. At any point, this arbitration selection process can be waived by mutual consent of the parties.

7.3.5 Arbitrability

In the interest of time and monetary savings, when the arbitrability of a grievance is questioned, both parties agree that the same arbitrator shall be used to decide both arbitrability and the grievance issue itself. Prior to the first day of hearing, the arbitrator shall resolve any disputes concerning the conduct of separate hearings on arbitrability and the substance of the grievance, unless the parties agree otherwise.

7.3.6 Authority of the Arbitrator

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration and the procedural rules of the AAA. The arbitrator shall have no authority to add to, alter, delete or modify any provision of this labor Agreement, or to issue any award on a matter not raised in the complaint filed by the Local Union.

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

7.4 Disciplinary Documentation Use in Arbitration

No disciplinary documentation (oral reprimand, written reprimand, suspension, demotion, or termination) may be used in arbitration or other hearing, unless the employee has signed the document or the Local Union has signed after the employee refuses to sign the document. Such acknowledgement shall not constitute the employee's concurrence with the content of the document.

This provision does not pertain to any other documentation of non-disciplinary or other nature.

ARTICLE 8

WORK RULES

8.1 Safety Rules and Responsibilities

- A. The MOA and the Local 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 agency, local, state and federal government rules, which shall be followed by the MOA, the Local Union, and all employees.
- C. Employees shall be required to turn in equipment condition reports as prescribed by the appropriate department.
- D. Employees shall immediately report all equipment which is unsafe to the appropriate supervisor or designee, who shall take immediate steps to correct the items reported. No employee shall be disciplined for refusing to operate unsafe equipment.
- E. Employees shall immediately report an accident and shall not leave the scene of the accident unless advised to by their supervisor or by a police officer or other appropriate official at the scene or to obtain emergency medical treatment.
- F. Employees must submit all work related accident and injury/illness reports before leaving the work place at the end of the work day on which the accident or injury/illness occurred, unless immediate medical care is needed. If immediate medical care is needed, the accident and injury/illness report must be submitted as soon as possible.
- G. Employees must use any and all safety equipment paid for or furnished by the MOA. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- H. The MOA shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety shall be provided and be available for all employees. The MOA shall furnish seat belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.
- I. The MOA shall establish regular safety meetings for each department not less than once per month during working hours and all employees will be required to attend without loss of pay. The MOA shall document these

meetings and make these minutes available to the employees upon request.

8.2 Protection of Municipal Property

Employees are required to use their best efforts to protect municipal property. Employees may be subject to appropriate disciplinary action for violation of this Article. Employees will individually and collectively endeavor to perform safe, efficient and diligent service.

8.3 Hand Tools and Tool Allowance

Regular employees may be required to provide common tools of the trade in which they are employed. If a regular employee is required to provide the common tools of the trade, the employee will be paid a tool allowance in accordance with the following schedule:

Range 13 and below:	\$30.00 per month
Range 15:	\$50.00 per month
Range 16:	\$95.00 per month
Range 17 and above:	\$125.00 per month

Employees shall submit and maintain a current inventory of tools required for their position or are commonly required of the trade to management for authorization. The MOA shall replace brand for brand all employee furnished tools including tool boxes in the event of loss from fire, theft, vandalism or natural disaster, with the exception of those tools not required for the position or are not commonly required of the trade. In order to be eligible for tool replacement the employee must provide a complete inventory of all tools stored at the MOA worksite to the Agency Head or designee no later than ninety (90) days following implementation of this Agreement and or date of hire. Completing the inventory shall be at the employees own expense.

The MOA shall replace the specialty or power tool if the repair cost, as determined by an authorized repair facility, exceeds seventy (70%) percent of the replacement value of the tool. The Department shall make available such specialized tools, including hand tools that may be required of an employee to perform an assigned task when such tool is determined by the MOA to be uniquely required.

8.4 Lockers

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

8.5 Uniforms, Special Clothing, Required Safety Footwear and Safety Eyewear

- A. The MOA will furnish, clean and maintain uniforms and special clothing only where such uniforms and special clothing are required by the MOA or

applicable OSHA or other applicable safety regulations. Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of employment.

- B. Each regular employee actively employed on January 1 of each calendar year during the life of this contract, and required by the MOA based on the nature of the work to wear safety footwear, shall be reimbursed for the actual cost of safety footwear not to exceed the sum of one hundred fifty dollars (\$150) per calendar year. The employee shall be required to submit a receipt for the safety footwear. Regular employees who are hired after January 1 shall receive a footwear allowance as follows:
 - 1. Employees hired during the first quarter of the year shall be reimbursed for the actual cost of safety footwear not to exceed the sum of one hundred fifty dollars (\$150).
 - 2. Employees hired in the second quarter of the year shall be reimbursed for the actual cost of safety footwear not to exceed the sum of one hundred twelve dollars fifty cents (\$112.50).
 - 3. Employees hired in the third quarter of the year shall be reimbursed for the actual cost of safety footwear not to exceed the sum of seventy-five dollars (\$75.00).
 - 4. Employees hired in the fourth quarter of the year shall be reimbursed for the actual cost of safety footwear not to exceed the sum of thirty-seven dollars and fifty cents (\$37.50).
- C. Temporary employees hired after January 1 of each calendar year are eligible to receive a footwear reimbursement for the actual cost of the safety footwear not to exceed a sum of fifty dollars (\$50) in a 12-month period. The employee shall be required to submit a receipt for the safety footwear.
- D. Personnel who require prescription safety eyeglasses shall wear industrial prescription safety glasses (ANSI Standard Z87). The MOA shall reimburse the employee for actual cost of required prescription safety glasses, not to exceed the sum of one hundred fifty dollars (\$150.00) per calendar year. The employee shall be required to submit a receipt for the prescription safety glasses.

8.6 Access to MOA Property

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

8.7 Revocation of License

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

8.8 Licensing and Certification

If any Municipal, State or Federal regulation is enacted after an employee is hired, that requires the licensing or certification of any personnel to perform normal duties, affected personnel will have a reasonable amount of time to comply with this requirement. If the licensing or certification is a minimum qualification or requirement for the position, or if a specific timeframe after hire to obtain the licensing or certification is given at the time of the job posting, all licensing and/or certification is a condition of employment and must be in the applicant's possession before the time of hire.

If an employee is required to hold an Alaska Commercial Driver's License as a minimum qualification for their current position and the renewal comes due during the life of this Agreement, then the Municipality will reimburse the employee for an amount not to exceed one hundred dollars (\$100.00) towards the renewal fee.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Educational and Training Assistance

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

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

ARTICLE 10

SCHEDULING

10.1 Scheduling By Municipality

The MOA shall schedule all work and all employees, including but not limited to, all shifts, reporting locations, and work schedules. Assignment of regular schedules shall be made in accordance with the bid process, except where the MOA determines it is necessary to make a special assignment because of an employee's special qualifications.

Employees may bid for schedules once annually at a time selected by the MOA. Employees may also bid for schedules as they become available. The MOA shall post the staffing requirements and schedules at least seven (7) days prior to bidding. Department seniority will prevail in the assignment of schedules.

10.1.1 Schedule Changes. The MOA has the right to change an employee's schedule no more than twice each calendar year without the employee's consent. Additional schedule changes shall require the employee's consent, other than in the case of an emergency. All involuntary schedule changes shall be documented in writing, and such changes to the schedule shall be posted on the appropriate bulletin board(s) as far in advance as practicable. An employee will be notified of a schedule change no less than ten (10) business days in advance. The ten (10) day notice may be waived with mutual consent.

10.1.2 Schedule Exchange. With the concurrence of the management supervisor, two (2) employees may exchange schedules for a specific period of time. The MOA may rescind the exchange prior to the ending of the specified period with seven (7) calendar days notice. Such an exchange will not be treated as a vacancy subject to posting requirements, nor will it be used to circumvent use of the established bidding process for a vacancy resulting from attrition. If either of the two (2) employees vacates their position the remaining employee will return to their previously bid schedule. Schedule exchanges that result from this section do not count towards the limitations in section 10.1.1.

10.1.3 Shift Change. No employee will be required to lose any working time by reason of change in shifts or jobs, except in cases of personal convenience or preference.

10.1.4 Alternate Work Schedule. With the concurrence of the management supervisor and the Local Union, a regular employee who has successfully completed their probationary period may be permitted to work an alternative work schedule that will involve scheduling of irregular shifts. Such irregular shifts may include shifts of less than eight (8) hours on any given day or on various days of

the week as mutually agreed to by the parties. The Municipality may rescind its concurrence with seven (7) calendar days notice.

10.2 Rest Breaks and Meal Periods

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

B. Meal Periods. Meal periods will be an uninterrupted 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.

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.

10.3 Guaranteed Relief

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

A. An employee who has worked thirteen (13) or more consecutive hours shall not be eligible to return for any work until the employee has had a minimum of eight (8) consecutive hours off. The employee shall not report to work for a regularly scheduled shift before completing the eight (8) hour break. Upon return to the regular shift, the employee shall only work and be compensated for the remaining time worked in the regularly scheduled shift.

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

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

D. If an employee volunteers to return to work as described in subsection (B), he or she will be compensated at the appropriate rate of pay.

E. If, in the event of an emergency, an employee is forced to work with less than the eight (8) hour break, all hours that the employee is required to work until receiving at least an eight (8) consecutive hour break shall be at the overtime rate. These hours will not be used to count as hours worked for overtime calculations.

10.4 Overtime Scheduling

A. **Voluntary Overtime.** Where the requirement to work overtime can be reasonably anticipated and scheduled, such overtime shall initially be offered on a rotating basis to qualified employees by classification first, then other qualified

employees at Management's discretion within each work unit. Notwithstanding the rotation requirements, an employee assigned to a particular project that requires overtime work, or given a task requiring a specialized skill set that may require overtime work to complete, may be allowed to work the overtime if prior approval is granted by the MOA.

B. Involuntary Overtime. When overtime is not covered voluntarily, overtime shall be assigned to qualified employees in inverse order of department seniority by classification within each work unit.

ARTICLE 11

CLASSIFICATIONS AND WAGE SCHEDULES

11.1 Classifications

RANGE	CLASSIFICATION
7	Maintenance Worker I
8	Maintenance Worker II
13	Hostler
15	Equipment Service Technician I
16	Equipment Service Technician II
17	Body Repair Technician Equipment Technician Parts Warehouse
18	Lead Equipment Technician Equipment Technician/Welder Expeditor
19	Equipment Tech Foreman/Working

11.2 Wage Schedule

11.2.1 Wage Schedule 2018.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
7	\$17.73	\$18.67	\$19.58	\$20.06	
8	\$18.67	\$19.58	\$20.57	\$21.08	
13	\$23.76	\$24.97	\$26.18	\$26.83	
15	\$26.18	\$27.47	\$28.80	\$29.52	
16	\$27.47	\$28.80	\$30.31	\$31.07	
17	\$31.28	\$32.91	\$34.55	\$35.41	\$36.30
18	\$32.91	\$34.55	\$36.29	\$37.19	\$38.12
19	\$34.55	\$36.29	\$38.10	\$39.06	\$40.03

11.2.2 Wage Schedule 2019.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
7	\$18.00	\$18.95	\$19.87	\$20.36	-
8	\$18.95	\$19.87	\$20.88	\$21.40	-
13	\$24.12	\$25.34	\$26.57	\$27.23	-
15	\$26.57	\$27.88	\$29.23	\$29.96	-
16	\$27.88	\$29.23	\$30.76	\$31.54	-
17	\$31.75	\$33.40	\$35.07	\$35.94	\$36.84
18	\$33.40	\$35.07	\$36.83	\$37.75	\$38.69
19	\$35.07	\$36.83	\$38.67	\$39.65	\$40.63

11.2.3 Wage Schedule 2020.

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
7	\$18.27	\$19.23	\$20.17	\$20.67	-
8	\$19.23	\$20.17	\$21.19	\$21.72	-
13	\$24.48	\$25.72	\$26.97	\$27.64	-
15	\$26.97	\$28.30	\$29.67	\$30.41	-
16	\$28.30	\$29.67	\$31.22	\$32.01	-
17	\$32.23	\$33.90	\$35.60	\$36.48	\$37.39
18	\$33.90	\$35.60	\$37.38	\$38.32	\$39.27
19	\$35.60	\$37.38	\$39.25	\$40.24	\$41.24

ARTICLE 12

TERMS OF AGREEMENT, RENEGOTIATION

12.1 Term of the Agreement

The Agreement will be effective from date of ratification by both parties as required by AMC 3.70.130A. This Agreement shall expire at midnight on December 31, 2020.

12.2 Renegotiation

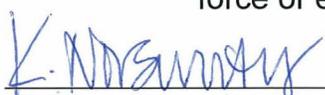
A party wishing to negotiate a successor agreement to this Agreement must notify the other party to this Agreement not less than one hundred and twenty (120) calendar days before the expiration date of this Agreement. If either party wishes to negotiate a successor agreement and properly notifies the other party, both parties must participate in the negotiations. Negotiations must commence at least ninety (90) days before the expiration date of this Agreement. If neither party properly notifies the other party of an intent to negotiate a successor agreement, this Agreement shall be automatically renewed for a period of one (1) year from its expiration date and for successive periods of one (1) year each for so long as there is no proper notification of an intent to negotiate a successor to this Agreement.

ACKNOWLEDGEMENT AND CERTIFICATION

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

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

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


Municipality of Anchorage
Employee Relations Director


IBEW Local 1547
Business Representative

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority vote of the members of the Anchorage Assembly, at a properly called meeting on the 5th day of December 2017.

MUNICIPALITY OF ANCHORAGE

DATED: 12/12/17
BY: Barbara A. Jones
ITS: municipal Clerk

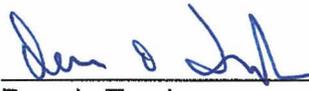
To be signed subsequent to Assembly Ratification

MUNICIPALITY OF ANCHORAGE

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1547



Misti Vignola
Labor Relations Director



Dennis Traylor
Business Representative



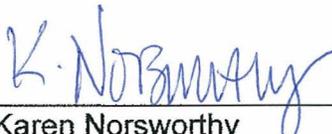
Blair Christensen
Municipal Attorney



Dave Reeves
Business Manager



Lance Wilber
Director, OMB

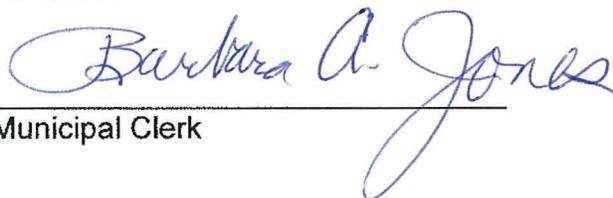


Karen Norsworthy
Acting Director, Employee Relations



Ethan Berkowitz
Mayor

ATTEST:



Municipal Clerk

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority of the members of the bargaining unit present and voting at properly called meetings and votes tallied on the 20th day of October 2017.

IBEW LOCAL 1547

DATED:

BY:



Its: Business Representative

APPENDIX A

LOCAL UNION SENIORITY TIE-BREAKER

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

Municipality of Anchorage Driving Conviction Guidelines

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

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

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