

**ADMINISTRATIVE AGREEMENT**

**by and between**

**MUNICIPALITY OF ANCHORAGE**

**AND**

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 959**

**Subject: Vaccine Leave Incentive**

**AA # 2021-01**

This Agreement is between the Municipality of Anchorage (MOA) and the International Brotherhood of Teamsters Local 959 (TMS). The MOA and TMS are parties to the Collective Bargaining Agreement in effect as of June 23, 2020. The parties wish to set forth their Agreement concerning COVID-19 Vaccine Leave.

It is understood and agreed as follows:

1. The MOA encourages all Municipal employees to receive the COVID-19 vaccine(s) to keep the workplace safe and help reduce the spread of COVID 19.
2. Effective upon the signing of this Agreement Municipal employees may be approved a one-time allotment of up to two (2) hours of vaccine leave per COVID-19 vaccination dose not to exceed a total of four (4) hours of non-cashable leave. Vaccine leave will not be retroactively applied to leave taken prior to the signing of this Agreement. Vaccine Leave is non-cashable leave. Employees are not eligible to receive Vaccine Leave during other scheduled leave or while using leave for other purposes.
3. Municipal employees requesting permission to receive a COVID-19 vaccine during their regularly scheduled shift shall obtain supervisor approval in accordance with Department leave procedure prior to their appointment. Employees are encouraged to schedule appointments at the end of their shifts.
4. Employees who are approved COVID-19 Vaccine Leave during their regular duty time shall:
  - Request leave time to travel to the vaccine site, receive the vaccine, and return to the work site for the remainder of their shift if applicable. COVID-19 Vaccine Leave will only be approved for actual time to receive the vaccine during regular duty hours. It will not include meal periods and will not qualify toward eligibility for overtime or premium rate payments.
  - Obtain proof of receiving vaccine dose from the vaccine site or other vaccine issuing authority. Employees will also provide copies of their vaccination card after they have received the second dose.

- Immediately submit proof of vaccine(s) to the Human Resources Department.
  - Human Resources will be responsible for receiving and securely storing proof of vaccination in employees' confidential medical files.
5. After the Assembly approves this Agreement, the MOA agrees to add the COVID-19 Vaccine Leave to any employee's timecard that have used the leave after the signing of this Agreement in accordance with the conditions above. The parties agree that Article 5.12 penalties do not apply to any leave adjustments that are made pursuant to this Agreement but the MOA will make efforts to ensure that these leave adjustments occur in a timely manner.
  6. This Agreement terminates on December 31, 2021.
  7. No other terms, articles or sections of the CBA is affected by this Agreement.
  8. This resolution applies to the union signatory to this Agreement and is subject to Assembly approval.

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


- A. This Agreement complies with 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.

IN WITNESS WHEREOF, this Agreement is entered into freely and voluntarily by the signatures of the parties below.

AGREED TO AND SIGNED FOR BY:

TEAMSTERS

MUNICIPALITY OF ANCHORAGE

  
Kelsey Taylor                      3/12/21  
Business Rep                      Date

 3/12/2021  
Raylene Griffith                      Date  
Labor Relations Director