

CLERK'S OFFICE  
APPROVED  
Date: 7-16-02

Submitted by:  
Prepared by:  
Reading Date:  
ANCHORAGE, ALASKA  
AO NO. 2002-104

Chair of the Assembly at  
The Request of the Mayor  
Employee Relations Dept  
June 25, 2002

**AN ORDINANCE APPROVING AND RATIFYING A THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE TEAMSTERS, LOCAL 959 BARGAINING UNIT**

WHEREAS, the Administration requires approval of any negotiated collective bargaining agreement; and

WHEREAS, the Administration and the Teamsters, Local 959 have reached agreement for a three year collective bargaining agreement effective upon ratification by and approval by the Assembly; and

WHEREAS, the Administration and the Teamster, Local 959 recommend approval of the 2002 – 2005 Teamsters, Local 959 collective bargaining agreement; and

WHEREAS, the Teamsters, Local 959 membership voted June 13, 2002, and ratified the proposed collective bargaining agreement; now therefore

THE ANCHORAGE ASSEMBLY RESOLVES:

**Section 1.** The collective bargaining agreement between the Municipality of Anchorage and the Teamsters, Local 959, attached and described in the Assembly Memorandum submitted herewith, is hereby approved and ratified.

**Section 2.** This ordinance shall become effective immediately upon its passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 16<sup>th</sup> day of July, 2002.



Chair of the Assembly

ATTEST:



Municipal Clerk

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**MUNICIPALITY OF ANCHORAGE**  
**Summary of Economic Effects - General Government, Utilities & Grants**

AR Number: 2002- 104 Title: **A RESOLUTION APPROVING AND RATIFYING A THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE TEAMSTERS, LOCAL 959 BARGAINING UNIT**

Sponsor: Employee Relations Department  
Preparing Agency: Employee Relations  
Others Impacted: All Municipal Departments with Teamster represented employees

**CHANGES IN EXPENDITURES AND REVENUES:**

	FY02 *	FY03	FY04	FY05*	FY06
Operating Expenditures					
1000 Personal Services	\$92,435	\$585,594	\$792,277	\$431,831*	0
2000 Supplies					
3000 Other Services					
4000 Debt Service					
5000 Capital Outlay					
<b>TOTAL DIRECT COSTS:</b>	<b>\$92,435</b>	<b>\$585,594</b>	<b>\$792,277</b>	<b>\$431,831*</b>	<b>0</b>
Add: 6000 Charges from Others	0	0	0	0	0
Less: 7000 Charges to Others					
<b>FUNCTION COST:</b>	<b>\$92,435 *</b>	<b>\$585,594</b>	<b>\$792,277</b>	<b>\$431,831*</b>	<b>0</b>

**REVENUES:**

**CAPITAL:**

	FY02 *	FY03	FY04	FY05*	FY06
POSITIONS: FT/PT and Temp.	0	0	0	0	0

**PUBLIC SECTOR ECONOMIC EFFECTS:**

None

**PRIVATE SECTOR ECONOMIC EFFECTS:**

None

- \* 2002 Costs calculated for July 1 through December 31, 2002
- \* 2005 Costs calculated through expiration date of Contract, June 30, 2005.
- \* Projected 3-Year savings in Injury Leave of \$27,042.00

Prepared by: Debra English, Municipal Personnel Director

Telephone: 343-4423

Validated by OMB:

*Cheryl Frasca*

Date: *6/24/02*

Approved by:

*David Otto*

Date: *6/24/02*

David Otto, Employee Relations Director

Approved by:

*Harry Kieling*

Date: *6/24/02*

Harry Kieling, Municipal Manager

# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 610-2002

Meeting Date: June 25, 2002

**From: Mayor**

**Subject: AN ORDINANCE APPROVING AND RATIFYING A THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE TEAMSTERS, LOCAL 959 BARGAINING UNIT**

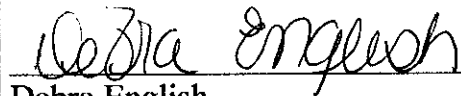
The Municipality of Anchorage (MOA) has reached a tentative agreement on a new three (3)-year contract the Teamsters, Local 959 bargaining unit. On June 13, 2002, the Teamsters membership voted to ratify the proposed contract. The three year cost of the contract, less projected savings is \$1,875,095. The Administration recommends Assembly approval of the proposed contract.

Highlights of the Teamsters, Local 959 Contract:

- Seward's Holiday Deleted; Birthday Holiday Deleted
- Martin Luther King, Jr. Day added
- Personal Holiday added beginning January 1, 2003
- Tier III leave rolled into Tier II
- Deletion of leave for seasonal employees
- Employees moved from expensive AJCC Health Plan to Municipal Flex Plan January 1, 2003
- MOA's contribution for Flex Plan reflects an equal sharing of the projected increase in Flex Plan costs for all three years of the contract.
- Savings in Injury Leave. New contract language reflects State law in regard to first three days of injury. MOA no longer maintains employees for first three days of injury unless injury exceeds 28 days. Projected three-year savings of \$27,042.
- July 1, 2002 four (4) percent increase in wages
- July 1, 2004 three (3) percent increase in wages

The Municipality respectfully recommends approval of the Teamsters, Local 959 ratified collective bargaining agreement.

Prepared by:



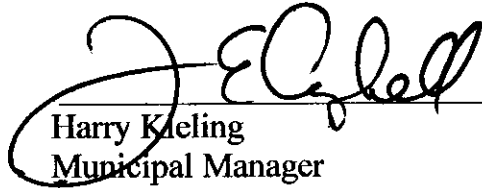
Debra English  
Municipal Personnel Director

Respectfully submitted:



George Wuerch  
Mayor

Concurrence:



Harry Kaeling  
Municipal Manager



# General Teamsters Local 959 State of Alaska

*Affiliated with International Brotherhood of Teamsters*

ANCHORAGE, AK 99503, 520 E. 34TH AVE (907) 565-8265 FAX (907) 565-8265 GERALD L. HOOD, Secretary-Treasurer  
www.akteamsters.com

FAIRBANKS, ALASKA 99707, P.O. BOX 70809  
JUNEAU, ALASKA 99801, 306 WILLOUGHBY  
KENAI, ALASKA 99611, P.O. BOX 3150

(907) 452-2959  
(907) 586-3225  
(907) 283-4498

FAX (907) 452-5051  
FAX (907) 586-1227  
FAX (907) 283-8030

June 24, 2002

## **HAND DELIVERED**

Ms. Debi English  
Personnel Director  
Municipality of Anchorage  
P.O. Box 196650  
Anchorage, AK 99519-6650

Dear Ms. English:

This is to advise that the Teamsters/MOA contract for the Public Transportation Department and Solid Waste Services has been ratified.

Sincerely,

TEAMSTERS LOCAL 959

Michael McKenna  
Business Representative



**SECTION ARTICLE 1**  
**PREAMBLE**

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

~~The Municipality recognizes and agrees that the Council is comprised of seven (7) member unions which are: Teamsters Local 959, IBEW Local 1547, Machinists Local 601, Carpenters Local 1281, Public Employees Local 71, Plumbers Local 367, and IUOE Local 302.~~

~~The parties agree that the Municipality of Anchorage may be referred to as the "Municipality", "MOA", or "Employer" and the Anchorage Joint Crafts Council as the "AJCC" or the "Council" and any member union as the "Affiliate Union".~~

~~The parties recognize and agree that the AJCC representative in a transaction with the Municipality will be a representative of one of the AJCC affiliate unions.~~

**SECTION ARTICLE 2**  
**GENERAL PROVISIONS**

**Article 2.1 Purposes of Agreement**

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

**Article 2.2 Scope of Agreement**

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

**Article 2.3 Definitions**

**Article 2.3.1 Appointment**

The act of designating a person to fill a specific vacant position on a regular basis.

### Article 2.3.2 **Assignment**

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

### Article 2.3.3 **Call Out**

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

### Article 2.3.4 **Department**

The term "department" shall mean the departments listed in AMC 3.20.070: which are: ~~Department of Cultural and Recreational Services, Department of Economic Development and Planning, Department of Employee Relations, Department of Fire, Department of Health and Human Services, Department of Management Information Systems, Office of Management and Budget, Department of Police, Department of Property and Facility Management, Department of Public Works, Purchasing Department, Public Transportation Department, Anchorage Water and Wastewater Utility, Merrill Field Airport, Municipal Light and Power, Port of Anchorage, and Solid Waste Services.~~ A department may also be called an "agency."

### Article 2.3.5 **Director**

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

### Article 2.3.6 **Division**

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

### Article 2.3.7 **Emergency or Emergency Situation**

If not otherwise defined in the Article in which the term is used, "emergency" or "emergency situation" shall mean an occurrence, event or situation which causes or has the immediate potential for causing death or serious injury to persons or destruction or significant damage to property or the physical environment to such an extent that extraordinary actions should be taken to insure the public safety and welfare or protect property or the physical environment.

### Article 2.3.8 **Immediate Family**

As used in this Agreement, "immediate family" shall mean the employee's spouse, children, mother, father, mother-in-law, father-in-law, brothers or sisters, step father,

step mother, step brother and sister, step children and grandparents. It also includes other family members who reside permanently with the employee.

#### **Article 2.3.9 Anniversary Date**

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

#### **Article 2.3.10 Night Shift**

A shift which starts at 11:00 p.m. and ends at 7:00 a.m.

#### **Article 2.3.11 On-Call**

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

#### **Article 2.3.12 Probation**

Status of an employee for a period of 1040 hours following the date of initial hire or initial employment in a different classification. ~~The probationary period of any employee can be extended by mutual agreement.~~

#### **Article 2.3.13 Full-Time Employee**

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

#### **Article 2.3.14 Part-Time Employee**

~~An regular employee~~ normally 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. The category of part-time employee shall include "subject to call" employees who are employed on a regular basis, but whose work schedules are subject to call by the employing department. All provisions of this Agreement shall be applicable to "Subject to call" employees.

#### **Article 2.3.15 Seasonal Employee**

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

#### **Article 2.3.15~~6~~ Section**

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



**Article 2.3.167 Standby**

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

**Article 2.3.178 Swing Shift**

A shift which starts at 3:00 p.m. and ends at 11:00 p.m.

**Article 2.3.189 Temporary Employee**

Temporary employees are additional employees hired to augment the workforce whenever the work load temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be used to fill part-time or full-time regular or temporary positions. The MOA shall not use part-time or temporary employees to circumvent the need for regular full-time employees for a period not to exceed six (6) months in any twelve (12) month period; whether or not the time is continuous. During this six (6) month period temporary employees may be used to fill part-time or full-time regular or temporary positions. Temporary employees shall be paid the hourly wage rate for the classification in which they are working, plus such additional pay as is specified by the Director of Employee Relations.

The duration of a temporary employees employment may be extended for an additional ninety (90) days when the Director of Employee Relations determines and the Union agrees that exceptional circumstances exist. Agreement by the Union shall not be unreasonably withheld; for example under such circumstances where a temporary employee was hired for a specific project and for unforeseen reasons the project can not be completed within the six (6) month period. The MOA shall not use part-time or temporary employees to circumvent the need for regular full time employees.

As part of the normal hiring process, the Municipality agrees to notify the appropriate council affiliate hiring hall forty-eight (48) hours prior to commencing recruitment from other sources. During this period the Municipality will consider applicants referred from the affiliate hiring hall and, at its discretion, may elect to appoint a qualified referral. If no applicant is appointed during the forty-eight (48) hour period, the Municipality may commence recruitment and consider the referrals made during the 48 hour period with other applicants from the recruitment process. Where there is uncertainty as to which affiliate hiring hall should be notified, the notice may be provided to the President of the Anchorage Joint Crafts Council.

**Article 2.3.1920 Transfer**

"Transfer" means a lateral movement of a regular employee from one position to another position in the same, a different, or a parallel class at the same range, without

any break in service. Appointment of a temporary employee to a regular position in the same, different or a parallel class is not a transfer.

#### **Article 2.3.201 Work Day**

Twenty-four (24) hours commencing at Midnight and ending at Midnight.

#### **Article 2.3.212 Work Unit**

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

#### **Article 2.3.223 Work Week**

The work week shall consist of seven (7) consecutive calendar days commencing at midnight on Sunday night and ending at midnight on the following Sunday night. ~~Any changes to the work schedules for full-time employees will be posted on the appropriate workplace bulletin boards as far in advance as possible. In the absence of unanticipated operational, emergency, or safety needs work schedules shall not be changed on short notice. Short notice is defined as less than forty-eight (48) hours, except as provided elsewhere in this agreement or as necessary in dealing with absences due to jury duty. (Transit scheduling shall be handled in accordance with Section 10.)~~

#### **Article 2.4 Applicability of Personnel Rules Ordinance**

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

#### **Article 2.5 Recognition**

The MOA recognizes the Council-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 12 of this Agreement.

#### **Article 2.6 Non-Discrimination**

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

## Article 2.7 **Gender**

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

## Article 2.8 **Plurality**

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

## Article 2.9 **No Strike, No Lockout**

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

## Article 2.10 **Management Rights**

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality acting through its agencies to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job performance; direct its employees; take disciplinary action for just cause; maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to carry out its organization and the technology of performing its work; require overtime; determine and enforce levels of productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

## Article 2.11 **Employee Representative Rights**

### Article 2.11.1 **General Rights**

The parties acknowledge and agree that ~~the Council~~ Union, ~~acting through its Affiliate Unions~~ has the right and obligation to fairly and diligently represent the legitimate employment interests of MOA employees who are members of the bargaining unit covered by this Agreement. ~~The Council shall have as its representative a business representative who shall be authorized to speak for the Council in all matters covered by this Agreement.~~ ~~The MOA agrees that it will not interfere with the relations between the Council or its Affiliate Unions and MOA employees.~~ The MOA recognizes the right of a union to discipline members for violation of any union laws, rules or agreements. The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the ~~Affiliate Unions~~, and that it will not in any manner restrain or attempt to restrain any employee from belonging to an ~~Affiliate~~ the

Union or from taking an active part in union affairs, and that it will not discriminate against any employee because of union membership or lawful union activity. No worker shall be discriminated against for upholding union principles or for serving on a committee, and he shall not lose his position or be discriminated against for this reason. Any employee appointed or elected to office in the union which requires all of his time shall not lose his established seniority with the MOA (seniority frozen) and shall be granted a leave of absence without pay for the duration of his term of office upon application. The MOA need not preserve the employee's position and will be obligated to return the employee only to a position in the department in which the employee was employed which is vacant and equal to or less than the position which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall last for one (1) year from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

#### Article 2.11.2 **Union Security**

- A. The parties agree that it shall be a condition of continued employment that all employees of the MOA who are covered by this Agreement who are members in good standing of an ~~affiliate~~ the union shall remain members in good standing and that those employees of the MOA who are covered by this Agreement who are not members in good standing of an ~~affiliate~~ the union shall become and thereafter remain members in good standing of ~~the affiliate union that services the employee's classification 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 appropriate ~~Affiliate Union~~, terminate the employment of an employee who is alleged to have failed to maintain his membership in good standing as required herein. The request must be delivered to the MOA Director of Employee Relations or his designee, must state that the employee has failed to meet the membership requirements of this article 2.11.2, Union Security, and must request that the employee's employment be terminated.
- C. ~~The Council and the Affiliate Unions~~ agrees to indemnify, defend and save the MOA and its officers, agents and employees harmless from any liability or loss arising out of or in any way connected with termination of the employee's employment pursuant to the ~~Affiliate Union's~~ written request. The ~~Affiliate Union~~ may withdraw a termination request at any time before the expiration of the fourteen (14) day period by delivering a written withdrawal request to the MOA Director of Employee Relations or his designee.

#### Article 2.11.3 **Dues Check Off**

The MOA will deduct from the wages of those employees who have signed a dues check off authorization form approved by the MOA, on a monthly basis, the regular dues and initiation fees owed by the employee to the ~~Affiliate Union~~ as certified by the secretary of the ~~Affiliate Union~~. The forms being used by the parties on the effective

date of this Agreement are approved. The MOA shall forward such dues and initiation fees to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off. The MOA shall use reasonable care in checking off and forwarding said dues and initiation fees but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues and initiation fees. The ~~Affiliate Unions~~ assumes all obligations and responsibility for the continued membership of their members and the collection of their dues.

#### Article 2.11.4 **Stewards**

The ~~Council-Union~~ may appoint such stewards as are set forth below. All stewards shall be working stewards. As scheduled by management, a steward may spend a reasonable amount of time during working hours without loss of pay attending to union business within the department. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. All of the shop steward's wages will be borne by the MOA. Stewards must document the time spent on union business on their timecards. Shop stewards may be granted leave without pay, not to exceed two (2) days each year for training purposes with prior approval of the agency and the ~~Labor Relations manager~~ Employee Relations Director. Where there is more than one shop steward in a location, the Union shall designate one steward as lead.

Recognized Stewards as listed:

<b>AWWU</b>	One Steward at Point Woronzof
	One Steward at 3000 Arctic Boulevard
	One Steward at Eagle River
	One Steward at Ship Creek
	One Steward at King Street
<b>Port of Anchorage</b>	One Steward at the Port
<b>Parks &amp; Recreation</b>	One Steward at North Maintenance
	One Steward at South Maintenance
	One Steward at Horticulture
<b>Merrill Field</b>	One Steward
<b>Health and Human Services</b>	One Steward at Weatherization
<b>Public Works</b>	Two Stewards at Kloop Station
<b>Property &amp; Facility Maintenance</b>	One day Steward at Bering Street
	One night Steward at Bering Street
	Two Stewards at Building Maintenance
<b>Solid Waste <u>Services</u></b>	Three <u>One</u> Stewards within the Department
<b><del>Building Safety</del></b>	<b>One Steward</b>
<b>Public</b>	Two Stewards at Operations

**Transportation**

Two Stewards at Maintenance

**Article 2.11.5 Visits to Employer Work Locations**

Non-employee ~~Council-Union~~ representatives may visit only those MOA facilities or work locations occupied by employees which the ~~Council-Union~~ represents, and only on official business. Only ~~affiliate-union~~ business representatives may visit MOA property during working hours. Non-employee ~~Council-Union~~ representatives may not visit such locations in connection with union elections or other internal union affairs. With regard to each visit, the ~~Council-Union~~ must provide the department/agency head which controls the location with reasonable advance notice (not less than one (1) hour) 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. ~~Council-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 ~~Council or its affiliate unions~~. ~~Council-Union~~ representatives may conduct meetings of MOA employees during employee working time only with the express consent of the department/agency head whose employees would be affected.

**Article 2.11.6 Jurisdictional Disputes**

Disputes which arise between the Union and another Municipal union concerning representation of employees may be presented by the Union(s) to the Employees Board for resolution. ~~Where a dispute arises between the Council and another union concerning which of them shall represent employees working within a classification eligible to be represented by a union, and the dispute cannot be settled by the Council and union within thirty (30) calendar days after the employee is assigned to perform the disputed work, the dispute shall be submitted to the Anchorage Employee Relations Board, whose decision shall be final and binding on all the parties. Until the dispute is resolved, the representation rights concerning the classification shall be as directed by the MOA. The MOA may appear as a party before the Employee Relations Board in any jurisdictional dispute and offer evidence and argument on the issues. Where a dispute arises among Affiliate Unions of the Council concerning which of them shall service a particular classification represented by the Council and be entitled to insist upon the employee's membership in that Affiliate Union, the Affiliate Unions shall resolve the dispute among themselves, using such internal dispute resolution mechanisms as the Council shall devise. The Council may not split "affiliate union servicing jurisdiction" of classifications within a class series as defined by the Personnel Rules (AMC 3.30). Until such time as any such dispute is resolved, the MOA may, without penalty or liability under this agreement or otherwise, recruit and hire employees to fill any such disputed position using the procedures specified in the Personnel Rules (AMC 3.30) and may treat the incumbent in the position as being non-represented.~~

### **Article 2.11.7 Administrative Notification**

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

### **Article 2.11.8 Bulletin Boards**

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

### **Article 2.12 Complete Agreement**

The MOA and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The MOA and the Union, for the life of this Agreement, agree that although they have mutually agreed to discuss any subject relating to this Agreement or the wages, hours and working conditions of represented municipal employees, no party shall be obligated to reach an agreement or change an agreement with respect to any subject or matter specifically referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge or contemplation of the parties at the time that they negotiated or signed this Agreement. This Agreement replaces and supersedes all prior understandings, agreements, side letters, letters of amendment, unofficial employment policies and past practices. Nothing in this Article shall relieve the parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining.

### **Article 2.13 Amendment of Agreement**

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

### **Article 2.14 Separability and Savings**

Should it be determined by a court of competent jurisdiction that any article of this Agreement is not in conformity with any applicable law, the parties shall meet and such article or portion thereof shall be suspended and amended to conform with the law.

This article shall not apply so long as appeal to a higher court of competent jurisdiction is in process.

#### **Article 2.15 Successors and Assigns**

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

#### **Article 2.17~~6~~ Productivity**

The overriding consideration in the establishment of productivity standards is an honest day's work for an honest day's pay. Since the issue of assuring the community that they are receiving the best services for their tax dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. It is further recognized that labor has a right to be informed and participate in the implementation of productivity standards.

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

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

#### **Article 2.18~~7~~ Contracting Out**

For the purposes of this Article-2.18, "contracting out" shall mean the procurement of goods and/or services by the MOA or any agency thereof from sources other than municipal employees. The ~~Council-Union~~ recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to Municipal operations. The right of contracting or subcontracting is vested in the Municipality. The right to contract or subcontract shall not be used for the purpose or intention of undermining the ~~Council-Union~~ nor to discriminate against any of its members. The Municipality further agrees that it will not lay off any employees of an agency, who have completed their probationary periods and have regular employee status, because of the exercise of its contracting or subcontracting rights within that agency.

#### **Article 2.19~~8~~ 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. ~~Council or Affiliate 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 principal business representative of the Affiliate Union with which the MOA wishes to meet. The principal business representative of the Council or Affiliate Union and the MOA Director of Employee Relations may designate who their respective representatives shall be at the meet and confer sessions. An unexcusable refusal to meet and confer in response to such request shall be a violation of this Agreement. There shall be no obligation on the part of any party to reopen, modify, amend, or otherwise alter the terminology or interpretation of this Agreement, or to make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement. The parties recognize that the success of the MOA in conducting the affairs of government and the job security of MOA employees and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the MOA and the Council and its Affiliate Unions fully encourage and pledge themselves to friendly and cooperative relations between their respective representatives at all levels and among all employees, whether or not covered by this Agreement.~~

#### Article 2.19 Provisions of Seasonal Employees

- A. Seasonal Employees are subject to Article 2.11.2, Union Security and Article 2.11.3, Dues Check Off.
- B. **Seasonal Re-Hire.** Absent an unsatisfactory performance rating, Seasonal Employees will have preferential opportunity for subsequent seasonal employment in the same department and classification if the seasonal vacancy exists in the following season. Re-hire of seasonal employees can be accomplished directly between the MOA and the re-hire candidate.
- C. **Higher Classification Opportunity.** Regular full-time employees, to the extent possible with regard to qualifications and competency, shall have priority temporary placement in classifications of a higher range before employment of Seasonal Employees in that same classification in the same work unit.
- D. **Grievances.** Seasonal Employees may file grievances up to and including Step II in the grievance process. All grievances filed by Seasonal Employees, or about Seasonal Employees, or about seasonal employment, are expressly exempt from the arbitration provisions of the Collective Bargaining Agreement.
- E. **Wage Step Progression.** Seasonal Employees will advance from step to step within a classification pay range upon 1040 cumulative hours of work within the same classification. Seasonal employment in one classification does not

accumulate wage progression credit towards wage progression in another classification.

- F. **Holidays.** Seasonal Employees are entitled to recognized municipal holidays as provided in this Agreement so long as the employee works the normally scheduled work day immediately before and after the holiday. Seasonal employees are not entitled to a personal holiday.
- G. **Other Provisions of the Agreement.** Seasonal Employees are entitled to overtime and shift differential as specified in Article 5. Seasonal Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.

#### Article 2.20 Provisions of Temporary Employees

- A. **Length of Temporary Employment:** A Temporary Employee may be hired for a period not to exceed six (6) months in any twelve (12) month period; whether or not the time is continuous.
- B. **Extension of Temporary Employment.** The duration of a temporary employees' employment may be extended for an additional ninety (90) days when the Director of Employee Relations determines and the Union agrees that exceptional circumstances exist. Agreement by the Union shall not be unreasonably withheld; for example under such circumstances where a temporary employee was hired for a specific project and for unforeseen reasons the project can not be completed within the six (6) month period.
- C. **Temporary Hire Process:** The Municipality agrees to hire Temporary Employees in accordance with Article 3.1.
- D. **Other Provisions of the Agreement.** Temporary Employees shall be paid the hourly wage rate for the classification in which they are working. Temporary employees are entitled to overtime and shift differential as specified in Article 5. Temporary Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.

**SECTION-ARTICLE 3**  
**HIRING, PROMOTION, DEMOTION AND TERMINATION OF EMPLOYMENT**

**Article 3.1 Hiring Procedures**

- A. ~~The Affiliate-Union~~s acting through the Council, agrees to maintain a hiring halls and to solicit qualified workers, both union and non-union, in order to fill MOA requisitions for workers. The MOA agrees to use the services of ~~such the~~ hiring halls and will call upon the ~~Affiliate-Union~~s to furnish all qualified workers the MOA may require in the classifications covered by this Agreement, subject to the terms and conditions set forth in this Article 3.1.
- B. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. The ~~Affiliate-Union~~s agrees that they will to not discriminate against non-union workmen in referring workers to the ~~Employer~~ MOA, and the ~~Employer~~ MOA agrees not to discriminate against union workers in selecting job applicants referred by the ~~Affiliate-Union~~s.
- C. The ~~Employer~~ MOA retains the right to reject any job applicant referred by the ~~Affiliate-Union~~s.
- D. In the event an ~~Affiliate~~ the Union is unable to supply the ~~Employer~~ MOA with qualified workers within forty-eight (48) hours (Saturday, Sunday and recognized holidays excluded) from when the call was received, the ~~Employer~~ MOA may recruit workers from other sources; In this case, the MOA or may recruit and hire pursuant to the provisions of the Municipal Personnel Rules (AMC 3.30); If the MOA hires outside of the hall, the provided, however, that in such instances the Employer MOA shall furnish the Affiliate-Union with the name(s) of any such workers hired, their classification, and date of hire.
- E. The MOA may fill vacant positions by recall from layoff or by transfer, promotion, or demotion.
- F. The MOA may fill vacant positions with existing MOA employees through departmental or Municipal recruitment announcements. Current MOA Seasonal and Temporary Employees shall be eligible to apply for departmental and municipal Union vacant positions.
- FG. The ~~Affiliate-Union~~s, acting through the Council, and the Employer agree to disseminate to employees and applicants for employment, notice of these hiring arrangements.
- G-H. Any alleged violation of this Article may be the subject of a grievance under Section-Article 7 of this Agreement.

**Article 3.2 Employment Probation**

## Purpose

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

## Probation; Duration of Probation

- (A.) Every appointment to a position in the classified service shall be subject to a probation period as provided in this ~~section~~ article.
- ~~(B.)~~ Any employee who is initially hired for appointment under this Agreement shall serve a probationary period of one thousand and forty (1040) hours worked.
- ~~(C.)~~ ~~An appointment to a position at Step C or above, for a person who has never been a municipal employee, shall include a probationary period as follows: One thousand and forty (1040) hours of cumulate service.~~
- ~~(DC.)~~ Probation does not apply to an appointment to a temporary position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason.
- ~~(ED.)~~ The Director may consider service rendered in a temporary position in connection with an assessment of a person's qualifications to apply for a position. ~~The Director may consider service rendered in a temporary position as probationary service for an appointment directly to regular position in the same class as the temporary position.~~

## Probation - Former and Current Employees

### (A.) Re-employed Employees

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

### (B.) Promoted Employees

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

**{C.} Transferred Employees**

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

**{D.} Demoted Employees**

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

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

**{E.} Reallocation of Position**

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

**{F.} Acting Appointment and Acting Assignment**

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

**Status Upon Completion of Probation****{A.} Regular Appointment**

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

probationary period, the appointment shall become permanent on the first working day following completion of the probationary period.

**{B.} Extension of Probationary Period**

The probationary period of an employee may be extended for a period of time not to exceed three months at the option of the agency head and with prior approval of the Director. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Director, prior to the end of the established probationary period. Such an extension does not, however, change the merit anniversary date after the probationary period is finally passed.

**{C.} Separation During the Probationary Period**

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

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

~~Probationary employees may be terminated by the MOA during their probationary period without right of appeal or grievance. The affiliate union which referred the employee for employment shall be notified in the event of termination of the probationary employee's employment.~~

**Article 3.3 Seniority**

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

**{B.}** The bargaining unit employee having the longest term of service in the department as a regular full time and/or regular part time employee and/or permanent part time with the Employer in each division, shall be first on the seniority list for the purpose of scheduling vacations and for other purposes deemed appropriate by the department head including the bidding of shifts. If any employees share the same term of service date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix B.

- (C.) The MOA shall provide to each Affiliate Union, current seniority lists ~~once each~~ six (6) months upon request. The lists shall be posted by the Affiliate Unions and the MOA.
- (D.) In the event that the Employer absorbs the business of, or merges with another employer, or is party to a merger of any kind, the seniority of the employees absorbed or transferred thereby shall be determined as in paragraph A above, and they shall be placed on the seniority lists as appropriate.
- (E.) Seniority rights shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to his former classification. During this period the employee must remain in good standing with the ~~appropriate affiliate union~~.
- (F.) Employee seniority shall be terminated by the following conditions:
  - (1.) Discharge for just cause;
  - (2.) Layoff of twenty four (24) months duration;
  - (3.) Resignation or retirement;
  - (4.) Failure to return from a leave of absence or vacation on agreed date unless prior approval has been obtained from the management supervisor in the employee's work unit. Should an unusual circumstance occur and prior approval cannot be obtained, it shall be the responsibility of the employee to submit evidence that such unusual circumstance occurred. The employee must in any case, notify the Employer within two (2) working days of such occurrence, and the expected duration of the absence. The MOA may waive termination of seniority in cases where unusual circumstances delay the employee's return.

#### Article 3.4 **Evaluation of Employees**

Employees will be evaluated at the end of their probationary period and at such times thereafter as determined by the MOA.. Evaluation of employees will not be conducted arbitrarily, capriciously or for unlawfully discriminatory purposes. The performance evaluation is not a disciplinary action under this Agreement and is not grievable or arbitrable under Article 7. The absence of a current performance evaluation shall create the presumption of satisfactory work performance. Employees will be evaluated using the systems developed pursuant to existing MOA Personnel Rule 8 (AMC 3.30.081-.082).

#### Article 3.5 **Filling Vacancies By Transfer, Promotion Or Demotion**

The MOA may elect to fill a vacant position by transfer, promotion or demotion of existing employees, rather than by requesting a referral from an ~~Affiliate~~ the Union

hiring hall. When filling a vacant position by transfer, promotion or demotion the MOA shall follow the provisions of ~~existing Personnel Rules 3.30.068 B, C, and D,~~ which provided as follows:

#### **A. Promotion**

Promotions shall be made on the basis of the most qualified and will require all applicants to be minimally qualified. A promotion is the filling of a vacancy by the advancement of an employee from a position having a lower salary grade. Vacancies in the classified service shall be filled by promotion whenever practicable and in the best interest of the service. Promotions shall be based upon merit and may be made in accordance with the procedures established in these rules.

Major factors in determining promotions are:

- (1.) Establishing that employees meet the minimum qualification of recruitment announcements;
- (2.) Results of competitive examinations when applicable;
- (3.) Potential for continued development in skills and expertise;
- (4.) Education, experience and training; and
- (5.) Length of Service; and
- (6.) Acceptable driving history as defined in Appendix A.

#### **B. Transfer**

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

- (1.) **Within An Agency:** Transfer of a qualified employee within an agency from one position to another in the same class may be made without examination or certification at the discretion of the agency head.
- (2.) **Between Agencies:** At the joint request of agency heads and with prior approval of the Director, a qualified employee may be transferred from one position to another in the same class, between two agencies.
- (3.) **To A Parallel Class:** Transfer to a parallel class shall be made in accordance with ~~Rules 6.8(c)(1) and (2)(Section 3.30.068C.1 and C.2)~~ (1) and (2) above, after it has been determined that the employee possesses the necessary qualifications and the Director has verified that the two classes involved have a



sufficient relationship. The Director may require a written examination or other evidence for the purpose of determining the employee's qualifications for the new class.

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

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

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

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

### **C. Demotion**

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

#### **(1.) Reasons:**

(a.) **For Lack Of Work Or For Cause:** An employee may be demoted for lack of work in his class, or for cause, and in case of the latter, only pursuant to 3.30.09. An employee may appeal his demotion for cause in accordance with 3.30.10 Article 7.

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

(2.) **To A Lower Class In the Same, Parallel Or Different Class Series:**

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

**Article 3.6 Layoff and Recall From Layoff**

The parties agree that the rights of the parties and employees and the rules concerning layoff and recall from layoff shall be as set forth in Personnel Rule 3.30.112, which provides as follows:

(A.) **Reason for Layoff**

Layoffs may be necessary due to the following:

- (1.) Elimination of a position in the workforce;
- (2.) End of a substitute appointment upon return of the incumbent when the substitute's transfer to another position has not been achieved;
- (3.) Failure of an employee to successfully complete the probationary period following promotion when the Director of Employee Relations determines that there is no other position available to which that employee may be demoted or transferred; or
- (4.) Material change in the duties of the position for which the employee lacks the necessary skills, knowledge or aptitude.

(B.) **Layoff Procedure**

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

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

- ~~(2.)~~2. The employee subject to layoff must have more seniority than the employee to be displaced;
- ~~(3.)~~ The employee subject to layoff must meet the qualifications for the position occupied by the employee to be displaced, as determined by the Director of Employee Relations;
- ~~(4.)~~ The displaced employee must hold a position in the same class as the employee subject to layoff;
- ~~(5.)~~ The displaced employee must hold a lower position in the same class series as the employee subject to layoff, and that position must be one in which the employee subject to layoff has previously earned status; and
- ~~(6.)~~ The displaced employee must be the least senior employee meeting the conditions above.

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

#### ~~(C.)~~ **Eligibility For Re-Employment**

A layoff of more than two years shall constitute a break in service for the purpose of a person's entitlement to preferential re-employment rights. Acceptance of an appointment, other than a temporary or provisional appointment, to a position subject to the MOA Personnel Rules ordinance constitutes satisfaction of an employee's re-employment rights.

##### Article 3.6.1 Recall Rights

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

#### **Article 3.7 Discipline and Termination of Employment**

The Employer retains the right to discharge an employee with status for just cause, which shall be generally defined as any legitimate business or disciplinary reason. Just cause shall include, but is not limited to, offenses such as theft, fighting, assault of a fellow employee, insubordination, gross disobedience, substandard performance or productivity, absence of an employee for three (3) consecutive working days without approval, habitual absenteeism and any reason set forth in ~~AMC 3.30.005~~ which generally provides as follows:

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

- (1.) Incompetency;
- (2.) Inefficiency;
- (3.) Lack of any of the qualifications required by AMC 3.30.024 D;
- (4.) Insubordination;
- (5.) Excessive absenteeism or tardiness;
- (6.) Harassment of other employees or the public;
- (7.) Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;
- (8.) Violation of an oral directive which was known or reasonably should have been known to the employee;
- (9.) Conviction of a crime involving moral turpitude;
- (10.) ~~Substance abuse on the job, refusal to submit to a substance abuse test when required or, in the absence of mitigating circumstances, a positive substance abuse test.~~ Violation of AMC 3.30.190 Substance Abuse Testing Policy;
- (11.) Any other conduct recognized by reasonable persons as justification for serious discipline including dismissal.

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

**Article 3.8 Work by Non-Employees**

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

**SECTIONARTICLE 4 SCHEDULING AND TIME OFFHOLIDAYS AND LEAVE****Articles 4.2 ~~Holidays~~****Article 4. ~~2.1~~ Recognized Holidays**

New Year's Day (January 1)

Martin Luther King, Jr. Day (third Monday in January)

Washington's Birthday (third Monday in February)

~~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

~~Employee Birthday~~

**Article 4. ~~2.1.2~~ Birthday Personal Holiday Accrual and Use**

~~If an employee is required to work on his birthday holiday, the employee shall receive holiday pay in addition to the regular pay at the applicable rate for the hours worked. Beginning January 1, 2003, and each January 1 thereafter, regular full time employees working a five (5) day eight (8) hour shift shall accrue an eight (8) hour personal holiday. Regular full time employees working a four (4) day ten (10) hour shift shall accrue a ten (10) hour personal holiday. Regular part time employees shall accrue a pro-rated personal holiday based upon the straight time hours which they are normally scheduled to work.~~

The personal holiday shall accrue on January 1, 2003, and each year thereafter and shall be based on the employees' status on that date. The birthday ~~personal~~ holiday must be taken during the calendar year in which it is accrued or be forfeited. It has no cash value.

**Article 4. ~~2.3~~ Holiday During Annual or Sick Leave**

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

**Article 4. ~~2.41~~ Holiday Falling on a Regular Day Off**

For employees scheduled to work on a Monday through Friday schedule, when a recognized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. For these employees, when a recognized holiday falls on a Sunday, the Monday following shall be recognized as the holiday. For employees working other

than a Monday through Friday schedule, when the recognized holiday falls on the employee's first day off, the preceding, scheduled work day shall be recognized as the holiday. When the holiday falls on the employee's second day off, the following scheduled work day shall be recognized as the holiday.

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

#### **Article 4.2.5~~2~~ Forfeiture of Holiday Pay**

Employees shall forfeit their right to payment for any holiday if they are on leave without pay for their entire shift on the last regular work day preceding such holiday or on the next regular work day following such holiday.

#### **Article 4.2.6 ~~Birthday Holiday~~**

~~In the event that an employee had his/her birthday occur between January 1, 1998 and the ratification date of this Agreement, that employee will be permitted to request a personal holiday between the date of ratification of this Agreement and December 31, 1998.~~

~~In the event that an employee has taken their personal holiday before the ratification of this Agreement, they shall not be entitled to a holiday on their birthday until after December 31, 1998.~~

#### **Article 4.2.3 Holiday Hours Calculation for Part-Time Employees.**

Holiday hours for part-time employees are prorated based on total hours worked the previous four (4) weeks, divided by 160 hours, and multiplied by eight (8) hours.

#### **Article 4.3 ~~Time Off~~**

##### **Article 4.3.4 Paid and Unpaid Time Off Policy**

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 ~~to attend the funeral~~ bereavement leave for of members of their immediate family. Temporary and seasonal employees are not eligible for paid leave ~~time off~~ under any ~~section~~ articles of this agreement. Under the conditions specified in this ~~section~~ article, the Municipality may approve periods of unpaid time off to allow employees to meet personal, educational, family or medical needs. ~~Requests for family leave shall be approved in accordance with Article 4.18.~~

##### **Articles 4.3.2~~1~~ Accrual of Annual Leave**

###### **A. Annual Leave Accrual Rate**

1. ~~Full-time and Part-time~~ employees hired prior to July 1, 1991 shall accrue annual leave at the following rates:
  - a) ~~0 - 5 years of service~~ - ~~9 hours per payperiod resulting in 234 hours per year~~
  - b) ~~6 - 10 years of service~~ - ~~10 hours per payperiod resulting in 260 hours per year~~
  - c) ~~11+ years of service~~ - ~~12.5 hours per pay\_period resulting in 325 hours per year~~
  
2. ~~Full-time and Part-time~~ employees hired after June 30, 1991 shall accrue annual leave at the following rates:
  - a) ~~0 - 3 years of service~~ - ~~6.15 hours per pay\_period~~
  - b) ~~4 - 7 years of service~~ - ~~6.77 hours per pay\_period;~~
  - c) ~~8 - 10 years of service~~ - ~~7.38 hours per pay\_period;~~
  - d) ~~11 - 14 years of service~~ - ~~8.00 hours per pay\_period;~~
  - e) ~~15+ years of service~~ - ~~9.23 hours per pay period;~~
  
3. Beginning January 1, 2003, Full-time employees hired after June 30, 1991 shall accrue leave at the following rates:
  - A. **Cashable Annual Leave**

<u>0 - 2 years of service</u>	-	<u>6.15 hours per pay period</u>
<u>3 - 5 years of service</u>	-	<u>6.77 hours per pay period</u>
<u>6 - 10 years of service</u>	-	<u>7.38 hours per pay period</u>
<u>11 + years of service</u>	-	<u>9.23 hours per pay period</u>
  - B. **Non-Cashable Annual Leave**

<u>6 - 10 years of service</u>	-	<u>1.86 hours per pay period</u>
<u>11 - 19 years of service</u>	-	<u>2.62 hours per pay period</u>
<u>20 + years of service</u>	-	<u>3.27 hours per pay period</u>
  
4. The above accrual rates are pro-rated based on actual hours paid in each pay period, excluding overtime.
  
5. Regular Part-Time employees accrue pro-rated leave based on the total straight time hours worked in the pay period in accordance with this article.

If any changes 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.

**4B. Annual Leave Accrual While on Leave**



Leave accrues during the period of time an employee is on paid leave. Such additional accrual shall be cancelled if the employee fails to resume duty on completion of his authorized leave. Leave does not accrue during periods of injury leave or leave without pay.

#### **5C. Annual Leave Accrual Limits**

Accrued and unused leave may be carried over from one year to the next for the purpose of accumulating an Annual Leave Account, or reserve; however, on December 31 of any year an employee may not have more than 480 hours leave to his credit.

#### **6D. 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 December 31 of each year. Non-cashable annual leave under this article cannot be converted to cash.

#### **Article 4.3.3-2 Regular use of Annual Leave**

- A. An employee shall be allowed to use any amount of accrued leave at the time he or she desires that will not be detrimental to agency operations, as determined by the Agency Head. Agency Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.
- B. Beginning January 1, 2003, and every calendar year thereafter, At least eighty (80) hours of annual leave must be taken each year by December 31, with the exception that this limitation shall not apply to new employees until the second (2nd) December 31 following their date of hire. Employees who fail to take the full eighty (80) hours of annual leave shall be considered to have forfeited those hours as if they had been taken. The difference between the hours taken and eighty (80) hours shall be subtracted from the employees' annual leave accounts at the end of the year. It is the responsibility of the Agency Head to insure that work is conducted and leaves scheduled so that each employee shall have the opportunity to use his leave at a time that most nearly meets his desires. ~~Employees accruing leave under Article 4.3.2.A must take at least forty (40) hours each year.~~
- C. Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the service to grant earned leave to an employee, the Mayor may authorize exceptions to accumulation rules or cash in lieu of leave not to exceed eighty (80) hours in any calendar year providing the employee shall retain at least eighty (80) hours of leave in his account.
- D. Part time employees leave usage requirement will be pro-rated based on hours worked.

**E. Emergency Cash-In**

Subject to the availability of cash and normal budgetary limitations, Cash in lieu of accrued cashable annual leave may be obtained under emergency twice each calendar year by submitting a request in writing to the employees' Agency Head conditions outlined in writing and approved by the Employee Relations Director, provided on the employee retains at least eighty (80) hours of annual leave in his or her annual leave account following cash payment. "Emergency" is defined as a critical situation over which the employee has no control.

**F. Donation of Leave**

Requests for permission to donate annual leave to a fellow employee shall be approved only in the most serious cases such as probable early death, lingering or incurable illness, or some truly exceptional emergency as might result from a disaster such as loss of a house and all belongings due to a fire. Only cashable annual leave may be donated. Employees may donate annual leave in accordance with this policy with prior approval of the Employee Relations Director. Leave may be donated by represented employees for the conduct of Union business.

**Article 4.3.43 Annual Leave Conversion and Cash-In**

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

**A. Cash-In**

All hours of cashable annual leave in excess of 480, unless committed, or converted to cashable sick leave under Section Article (B.) below, shall be paid in cash to the employee on the last pay period prior to December 31.

**B. Sick Leave Conversion**

Upon the written request of the employee prior to December 31, up to eighty (80) hours of excess cashable annual leave may be committed each year into a separate cashable Sick Leave Account which shall have a cash-in value upon separation.

**C. Advance Leave Pay**

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

**D. Annual Leave at Termination**

Upon termination for any reason employees shall be entitled to payment for unused cashable annual leave balances. Such payment shall be made at the rate of 100% of the then current value of the employee's leave balance based upon his factored hourly

rate at time of termination. Non-cashable annual leave shall be forfeited upon termination.

**Article 4.4 Leave Accrual Conversion for Current Employees Hired after April 25, 1995 and before the Effective Date of this Agreement**

**A. Annual Leave Accrual Rate**

~~1. Effective the first full pay period following Assembly approval of this Agreement, Full time and Part-time employees hired after April 25, 1995 and before the effective date of this Agreement shall accrue annual leave at the following rates: in accordance with Article 4.3.1 A 2.~~

- ~~a) 0 - 3 years of service - 3.08 hours per pay period~~
- ~~b) 4 - 7 years of service - 3.69 hours per payperiod;~~
- ~~c) 8 - 10 years of service - 4.30 hours per payperiod;~~
- ~~d) 11 - 14 years of service - 4.92 hours per payperiod;~~
- ~~e) 15+ years of service - 6.15 hours per payperiod.~~

~~The above accrual rates are pro-rated based on actual hours paid in each payperiod, excluding overtime.~~

**B. Annual Leave Accrual Limits**

- ~~1. During the first five (5) years of employment, an employee's annual leave balance shall not exceed one hundred and twenty (120) hours as of the end of the last payperiod in the year.~~
- ~~2. During the next five (5) years of employment, an employee's annual leave balance shall not exceed two hundred and forty (240) hours as of the end of the last payperiod in the year.~~
- ~~3. After ten (10) years of employment, an employee's annual leave balance shall not exceed three hundred and sixty (360) hours as of the end of the last payperiod in the year.~~
- ~~4. Unused annual leave in excess of the limits stated above as of the end of the last payperiod in the year shall be forfeited.~~

**C. Annual Leave Scheduling**

- ~~1. Employees may request and supervisors may approve any amount of accrued leave at the time desired by the employee that will not be detrimental to agency operations, as determined by the agency head. Agency heads shall establish and maintain a vacation leave schedule and shall give consideration to length of municipal service in determining such schedules.~~

~~2. Full-time employees must use at least forty (40) hours of leave each year by December 31, with the exception that this limitation shall not apply to new employees until the second December 31, following their date of hire. Employees who fail to take the requisite hours of paid time off shall be considered to have forfeited those hours as if they had been taken, and they shall be subtracted from the employees' leave balance at the end of the year.~~

~~a. Part-time employees leave usage requirements will be on a pro-rated basis based on hours worked.~~

#### **~~D. Non-Cashable Sick Leave Accrual~~**

~~1. Full-time and Part-time Municipal employees hired after ratification of this agreement shall accrue 3.08 hours per payperiod of non-cashable sick leave. The accrual shall be pro-rated based on actual hours paid each payperiod, exclusive of overtime. Sick leave accrues during periods of paid leave. Any leave accrued while on paid leave cannot be used until the employee returns from that leave. Such accrual shall be cancelled if the employee fails to return from authorized leave. Sick leave does not accrue during periods of unpaid time off.~~

#### **~~E. Sick Leave Limit~~**

~~1. Sick leave will accrue and be carried forward from year to year. The maximum amount of sick leave which may be accrued is one thousand and forty (1040) hours. Sick leave will cease to accrue once the maximum is reached.~~

#### **~~Article 4.5 Use of Sick/Annual Leave for Sickness~~Non-Cashable Sick Leave Account**

Effective the first full pay period following Assembly approval of this Agreement, non-cashable sick leave account balances shall be frozen. Employees may continue to use hours in their non-cashable sick leave account as follows:

~~A-1~~ An employee may use accrued sick leave for absence due to illness, injury, exposure to contagious disease or due to illness or death in the employee's immediate family requiring the employee's personal attendance. Doctor or dental appointments shall be included as cause for sick leave usage.

~~42.~~ An employee who is absent shall inform his immediate supervisor of the fact and reason therefore as soon as possible, and failure to do so within a reasonable time may be cause for disciplinary action. Compensation for sick leave shall be made when leave is used. Advanced compensation for sick leave shall not be made unless approved in advance by the Director.

~~23.~~ The Employer may require a doctor's certificate before approving sick leave pay, certifying that the employee was ill or injured, verifying the nature and extent of the illness and injury and the employee's inability to perform his or her normal

duties. The same type of doctor's certificate may be required for an absence to attend to an employee's immediate family member.

- ~~B. If an employee has exhausted his or her sick leave account, the employee may use annual leave for such absence. The requirements specified in A. above apply to the use of such leave.~~

#### Article 4.6 **Cash Value of Accrued Leave**

- A. Annual leave has no cash value, except as provided in 4.3.4 while an employee remains actively employed.
- B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their rate of pay at the time of termination.
- C. Cashable sick leave available under 4.3.4 B shall be paid to employees based on the rate of pay at time of cash in or usage.
- D. ~~Non cashable sick and non-cashable annual leave has no cash value unless used for injury or illness cannot be converted to cash nor can it be used for leave donation purposes.~~

#### Article 4.7 **Funeral Bereavement Leave**

~~An regular employee shall be granted at least three (3) days of paid leave to attend the funeral of a deceased member for bereavement of the an immediate family member while in Alaska, or four (4) days if travel out of state is required, for a deceased member of the immediate family. The definition of "immediate family" for the purpose of Article 4.7 Bereavement Leave, shall be: spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relationship, person for whom the employee has been appointed as legal guardian, and/or other family member who resides permanently with the employee. Bereavement Said leave is not deductible from the employee's accrued annual or sick leave; however, at the employee's request, other appropriate leave shall be approved for up to fourteen (14) calendar days.~~

#### Article 4.8 **Blood Donation Leave**

Employees shall be entitled to four (4) hours of paid time off per calendar quarter to donate blood. This paid time off shall not result in any loss of leave for the employee. The MOA shall require proof of donation before qualifying the employee to receive the paid time off. Such paid time off for blood donation must be scheduled with the consent of the MOA.

#### Article 4.9 **Court Leave**

Employees called for jury duty shall be treated as being on approved paid time off. Service in court when subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality will be treated the same as jury duty. Swing shift and night shift employees will be temporarily reassigned to the day shift for the day(s) of such testimony and shall be compensated at their regular rate of pay, provided that such days are part of their regularly scheduled work week. Such paid time off shall be for the hours the employee was otherwise scheduled to work and shall not be deducted from the employee's personal (vacation) leave account.

- A. During Court leave, employees shall be paid their regular pay, including any longevity to which they may be entitled. However, employees shall report and shall have fees paid to them by the court, exclusive of travel, parking and subsistence allowances, for this period deducted from their regular pay.
- B. Employees shall provide their agency head with a copy of a notice of call for jury duty or a subpoena requiring their attendance in court immediately upon receipt. Employees will report to the Clerk of Court on day(s) of jury duty.

Employees called for court or jury duty in the morning shall report directly to the Clerk of the Court rather than the job site. When excused or released from jury duty for the day, the employee may delay reporting for work for the period of time reasonably necessary to travel to and from home to change into work clothing.

#### **Article 4.10 Military Training Leave**

Any regular employee who is a member of the National Guard or organized military reserves of the United States, and who is ordered to attend a period of active duty training shall be allowed up to fifteen (15) working days leave per calendar year for such purpose. During such leave, employees shall be paid the difference in their regular pay, including longevity pay, and their military pay and longevity, if any. Such military training leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military training may take annual leave or leave without pay for such training.

#### **Article 4.11 Voting Time Leave**

Employees may be granted leave for the purpose of voting in federal, state or municipality wide general or special elections if such leave is required by state statute or municipal ordinance. The MOA shall allow two (2) hours of time off without pay for employees to vote in a federal, state or municipal election if the employee's scheduled work time does not allow an aggregate time of at least two (2) hours within which to vote and verification of voting may be required.

#### **Article 4.12 Injury Leave**

- (A.) Any regular employee who is injured in the course of performing his duties, and who receives Workers' Compensation benefits due to that injury, shall be eligible for injury leave as provided in this Article. If an employee fails to return to work within one (1) year after the date of the original injury, the Director of Employee Relations, or his designee, may terminate the employee's employment. An employee on injury leave may be required to work and perform alternate duties for which he is qualified and capable as determined by the department head after consultation with the attending physician. If an employee on injury leave performs alternate duties he shall be compensated at the appropriate rate for the duties performed. The time during which an employee performs alternate duties for the MOA shall not be included in the one (1) year period.
- (B.) While an employee is on injury leave, health and life insurance coverage shall be continued in the manner prescribed by the Director of Employee Relations, or his designee.
- C. An employee shall not be entitled to injury leave for the first three (3) work days' following the day of injury unless the employees' disability extends beyond twenty-eight (28) calendar days. If the employees' disability extends beyond 28 calendar days, the employee shall be made whole for the first three (3) work days of disability by crediting the leave account(s) for the leave deductions not lose any pay for the first three (3) days after the injury, as measured from the date on which the Workers' Compensation payments are premised. The Municipality shall supplement Workers' Compensation payments beginning with the fourth (4) work day following the injury day to the extent that the injured employee receives no more than eighty percent (80%) of current base pay, with longevity for one (1) year from the date of original injury. Payments being made by the Municipality for alternate work performed by the employee shall be counted in determining whether the employee is receiving eighty percent (80%) of current base pay with longevity.
- D. Employees released to light duty are encouraged to schedule injury related doctor's appointments during off duty hours. If the employee is unable to schedule the injury related doctor's appointment on a day off, the employee shall be released from work and allowed reasonable travel time to and from the appointment. In this situation, the employee shall not be charged leave. The employee shall return to work for the remainder of the shift following the doctor's appointment unless approval not to return to work is obtained from the employee's supervisor. This subsection is only applicable for one year following the date of injury.
- (CE.) The Municipality's responsibilities under this Article shall terminate upon the occurrence of any of the following:
- (1.) As of the date on which the employee is declared by a physician to be permanently disabled, or in which a retirement plan commences to make disability or retirement payments to the employee;

- (2.) As of the date on which the employee returns to work with an unrestricted medical release, or on which he first engages in any occupation for wage or profit other than alternate duties for the MOA;
  - (3.) At the end of one (1) year following the date of the original injury; however, the time the employee spends performing alternate duties shall not be included in calculating the one (1) year period; or
  - (4.) Cancellation of the employee's Workers Compensation benefits payments.
- (D E.) An employee shall be eligible for injury leave only upon satisfaction of the following conditions:
- (1.) The employee shall make a complete report of the injury to the Alaska Department of Labor through his agency head;
  - (2.) The employee shall cooperate with the Director of Employee Relations, or his designee, to prepare and submit all forms and information related to the employee that the Director may request; and
  - (3.) The employee shall cooperate fully with the Municipality's Workers' Compensation insurance carrier ~~so long as~~ provided the employee's Workers' Compensation claim has not been contested; and
  - ~~(4.) The employee does not use annual leave at any time.~~

#### Article 4.13 **Leave Without Pay**

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

#### Article 4.14 **Medical Leave Without Pay**

- (1.) **Requirements:** Medical leave without pay for non-occupational disability shall may be granted only:
  - (a.) Upon the recommendation from the treating physician which outlines the specific nature of the disability, giving the date the disability began and estimating the date when the employee will be able to return to employment. A pregnancy shall be treated the same as any other disability; and



- (b.) Upon exhaustion of all but forty (40) hours of the employee's annual leave, and exhaustion or conversion of all of the employee's sick leave.
- (2.) **Duration:** Medical leave without pay may be granted for the treating physician's estimating term of disability, but not to exceed three (3) months. The Director of Employee Relations, or his designee, may approve additional periods of medical leave without pay as provided in this Article, so long as all such medical leave without pay does not exceed one (1) year
- (3)3. **Benefit Entitlement:** For the first three (3) months of medical leave without pay, the employee shall receive medical and life insurance coverage, as determined by the Director of Employee Relations, or his designee. Thereafter, the employee shall be entitled to receive such benefits only if he pays for them in the manner prescribed by the Director of Employee Relations.
- (4)4. **Replacement Of Employee On Medical Leave Without Pay:** Employees on approved medical leave without pay may be replaced by temporary, full-/part-time employees, depending upon the needs of the agency and the anticipated duration of the leave without pay. If it has been necessary to appoint a regular employee to replace the employee on medical leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the Municipality in a comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Article 3.6, Layoff And Recall From Layoff.

#### Article 4.15 Educational Leave Without Pay

- (1.) The Director of Employee Relations, or his designee, may authorize educational leave without pay to allow the employee to complete formal undergraduate or advanced degree requirements, if:
  - (a.) Such education will be of benefit to the Municipality;
  - (b.) The employee has been employed by the Municipality for at least two (2) years;
  - (c.) The employee has exhausted all of his annual leave and converted the maximum permissible amount of sick leave to annual leave;
  - (d.) The agency head has certified that employee's absence is unlikely to have a serious effect upon the agency's performance; and
  - (e.) No educational assistance shall be provided to an employee on educational leave without pay.
- (2.) A maximum of one (1) year may be granted for educational leave without pay.

- (3.) **Benefit Entitlement:** An employee on educational leave without pay may pay for health and insurance coverage, as determined by the Director of Employee Relations, or his designee.
- (4.) **Replacement Of Employee On Educational Leave Without Pay:** Employees on approved educational leave without pay may be replaced by temporary or full-part-time employees, depending on the need of the agency and the duration of the educational leave without pay. Employees shall resume their positions upon completion of educational leave without pay.

#### Article 4.16 **Personal Leave Without Pay**

- (1) **Requirements:** The Director of Employee Relations, or his designee, may grant personal leave without pay to employees who request such leave when:
  - (A) 1. The employee has stated a legitimate personal reason on his/her leave request application; and
    - (a.i) The agency certifies that the agency is able to perform adequately if the leave is granted;
    - (b.ii) The employee has exhausted his annual leave and converted the maximum allowable amount of his sick leave account, provided that for personal leave requests that do not exceed thirty (30) days in duration this provision is not applicable.
    - (c.iii) The initial leave is granted for no more than three (3) months, with the possibility of one (1) extension for an additional three (3) months upon the same conditions; and
    - (d.iv) The employee pays for the health insurance coverage that he may choose to receive as determined by the Director of Employee Relations, or his designee.
- (2.) **Replacement Of Employee On Personal Leave Without Pay:** Employees on approved personal leave without pay may be replaced by temporary or full/part-time employees, depending on the needs of the agency and the duration of the personal leave without pay.

#### Article 4.17 **Programmed Leave Without Pay**

- (1.) **Requirements:** If an agency head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Article 3.6 of this Agreement, or to take programmed leave without pay, if that option is offered by the Director of Employee Relations, or his designee. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.

- (2.) 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.
- (3.) Benefits: An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director of Employee Relations, or his designee, but annual leave shall not accrue during that time.
- (4.) 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.

#### Article 4.18 **Family Leave**

The Alaska Family Leave Act (AS 23.10.500 - .550) and the Family and Medical Leave Act of 1993 (Public Law 103-3) entitle eligible employees to periods of leave for childbirth, adoption, to care for a close relative with a serious health condition or if the employee is unable to perform his or her duties because of a serious health condition. This ~~section~~article is intended to comply with the requirements of those Acts. The terms used in this ~~section~~article have the meanings defined in those Acts.

##### **A. Family Leave Eligibility, Notice and Duration**

1. ~~1.~~ An AFLA eligible employee is eligible to take Family Leave if the employee has shall have been employed by the Municipality for at least 35 hours a week for at least six (6) consecutive months or for at least 17.5 hours a week for at least twelve (12) consecutive months immediately preceding the leave.
2. A FMLA eligible employee shall have worked for the Municipality for 1,250 hours during the past twelve (12) consecutive months, immediately preceding the leave.
3. Eligibility for Family Leave is not gender based and is available to both male and female employees.
4. In all circumstances, it is the Municipality's responsibility to invoke the employee's Family Leave entitlements and protections upon receipt of information that the eligible employee is requesting leave for a qualifying family leave condition, commencing with the first day of Family Leave.
5. The parties recognize that in the event that an employee is eligible under both AFLA and FMLA, such entitelements shall run concurrently.

##### **Article 4.18.1 Family Leave Entitlement and Notice.**

##### **A. Pursuant to the Federal Family Medical Leave Act,**

~~2. A~~an eligible employee shall be entitled to a total of 12 work weeks of leave within a 12 month period for one or more of the following:

- ~~a1. Because of pregnancy and the birth of an~~ son or daughter of the employee's child ~~and in order to care for such son or daughter;~~
- ~~b2. Because of the placement of a~~ child ~~son or daughter with the employee for adoption or foster care;~~
- ~~c3. In order to the care for~~ of the employee's spouse, ~~or a son, daughter child, or parent of the employee, if such spouse, son, daughter child, or parent has a serious health condition;~~
- ~~d4. Because of the employee's own~~ a serious health condition that makes the employee unable to perform the functions of the employee's position.

~~3. Extended Eligibility.~~

B. Pursuant to the Alaska Family Leave Act,

~~a. A~~an eligible employee shall be entitled to ~~an additional six (6) work weeks of leave within the same 12 month period;~~

- 1. eighteen (18) work weeks' of leave within a twelve (12) month period due to subsections a A (1) and bA (2) above (excluding placement for foster care); and
- 2. eighteen (18) workweeks' of leave within a twenty-four (24) month period due to subsections B (3) and (4) above.

~~B. An employee shall be entitled to an additional six (6) work weeks of leave within the 24 month period measured backward from the date an employee uses Family Leave due to subsections c and d above.~~

**4C. Limitations on Eligibility.** An employee's eligibility for Family Leave for birth or placement of a son or daughter expires 12 months after the birth or placement.

**5D.** Where the need for Family Leave is foreseeable based on an expected birth or placement or for planned medical treatment, the employee shall provide the agency head with not less than 30 days' notice before the date the leave is to begin. However, if such notice is not possible, the employee shall provide such notice as is practicable.

#### Article 4.18.2B. Certification

- 1. Employees requesting Family Leave shall provide certification of the circumstances on which the request is being made including the statement of a health care provider of the employee's pregnancy, spouse's pregnancy or a serious health condition of the employee or the employee's

spouse, son, daughter or parent and documentation of placement or adoption proceedings.

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

#### GArticle 4.18.3**Measuring Period**

The twelve (12) month period during which an employee is eligible for Family Leave shall be the "rolling" 12 month period measured backward from the date an employee begins any Family Leave (except that such measure will not extend back before August 5, 1993).

#### DArticle 4.18.4**Coordination with Other Leave**

1. Employees requesting Family Leave shall first exhaust their accrued annual and sick leave before utilizing leave without pay. However, at the employee's discretion, a maximum of forty (40) hours of accrued annual leave may remain in the employee's leave account. ~~Employees requesting Family leave under the extended eligibility provision shall exhaust their accumulated sick leave balance before utilizing leave without pay.~~
2. Injury leave due to a serious health condition is considered Family Leave because of a serious health condition that makes the employee unable to perform the functions of his or her job. Family leave under these conditions run concurrently with Injury Leave.
3. Employees who have exhausted their Family Leave may request Leave Without Pay under the provisions of 4.14 and 4.16.

#### EArticle 4.18.5**Benefit Entitlement**

Health insurance coverage for employees on Family Leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the first twelve (12) weeks of Family Leave during the measuring period. Employees on extended Family Leave beyond the first twelve (12) weeks shall be eligible for such coverage only to the extent he or she pays for it in a manner prescribed by the Director.

#### FArticle 4.18.6**Replacement of Employee on Family Leave**

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

### Article 4.19 **Unauthorized Absences**

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

**SECTION ARTICLE 5      COMPENSATION****Article 5.1      Wage Rates**

A. ~~Wages paid to employees shall be as specified in Section 12 of this Agreement. All employees will be compensated under a pay range and step system.~~

The wages schedule specified in Section 12.2 of this Agreement shall be adjusted during the life of this Agreement as follows:

- ~~(1.) Effective as of the first full pay period after January 1, 1999 July 1, 2002, the hourly wage rates in Section 12.2 shall be adjusted equal to the total percentage change of the Anchorage Consumer Price Index (all urban consumers) from January 1, 1998 to December 31, 1998, with a minimum increase of one percent and a maximum increase of three and one half percent (3.5%) increased four (4) percent as specified in Section 12.3.~~
- ~~(2) Effective as of the first full pay period after January 1, 2001, the hourly wage rates in Section 12, shall be adjusted equal to the total percentage change of the Anchorage Consumer Price Index (all urban consumers) CPI-U from January 1, 2000 to December 31, 2000 with a minimum increase of one percent and a maximum increase of three and one half percent (3.5%).~~
2. Effective July 2003 through June 2004, each regular and seasonal employee shall receive a lump sum net monthly payment of one hundred fifty dollars (\$150) for each month in which the employee was in pay status the preceding month. A regular employee in full leave without pay or full injury leave the preceding month shall not be entitled to a lump sum payment. The lump sum payment are added to the regular pay warrant and shall be paid in the second pay period in the month beginning July 2003 and ending June 2004. Temporary employees are not eligible for lump sum payments.
3. Effective July 1, 2004, the hourly wage rates in Section 12.3 shall be increased three (3) percent as specified in Section 12.4.
- ~~(3) Employees whose wages have been frozen as a result of Article 5.2(C) will nonetheless receive the overall wage increases set forth in this~~

**Article 5.2      Starting Rate On Initial Employment**

- A. Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to the maximum rate within a pay range shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a rate higher than the minimum rate in the range for the class when the needs of the service make such action necessary, provided that any such exception is based on the applicant's experience and ability over and above the qualification requirements specified for

the class, or if a critical shortage of applicants exists. Such approval shall be made in writing prior to appointment.

- B. Advancement from step to step within a pay range shall occur only on the anniversary date of the employee's employment in that classification or pay range and shall be contingent upon the employee having received an overall satisfactory performance rating during the preceding year. In the event of an upward reclassification or range change, the merit anniversary date shall remain unchanged.
- C. ~~Where an employee's base hourly wage rate prior to this agreement exceeds the maximum rate of the range for their position as specified in Section 12, their pay shall be frozen at the higher rate for the duration of this agreement or pursuant to AMC 3.30.124 F (6), except for the overall wage increases provided for under Article 5.1.~~

### Article 5.3 Overtime Pay

Employees shall be paid at one and one-half (1 1/2) times their factored hourly rate of pay for all overtime worked at the direction of the MOA.

### Article 5.4 Shift Differential

- A. ~~Employees shall receive shift differential premium pay per this section article~~ based upon the majority of continuous hours worked during their scheduled shift. In those cases where the hours worked are evenly split, the higher shift differential shall apply. The start of an employees shift will not be established or changed solely to cause the majority of his/her hours to be paid at the lower shift differential rate. The shift differential for swingshift is 3% of an employee's base hourly rate of pay. The shift differential for the night shift is 6% of an employees base hourly rate of pay.

### Article 5.5 Holiday Pay

- A. Except as modified by paragraph B below, full-time employees shall be paid eight (8) hours of pay at their factored rate of pay as holiday pay for each recognized holiday. Part-time employees shall receive pro-rated holiday pay based upon the hours which they normally work. All hours worked on a holiday shall be compensated at the employee's appropriate factored hourly rate with exceptions noted in 4.2.5.
- B. If a full time employee on an alternate schedule i.e. ten (10) or twelve (12) hour days works on a holiday, the employee will receive regular pay for the hours worked and be entitled to ten (10) or twelve (12) hours of holiday pay.

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



not work a holiday, that employee will be entitled to ten (10) or twelve (12) hours of holiday pay.

## **Article 5.6 Longevity Pay**

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

### **Article 5.6.1 Length of Service**

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

### **Article 5.6.2 Length of Service Date Computation**

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

### **Article 5.6.3 Length of Service Date Determines**

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

### **Article 5.6.4 Longevity Pay**

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

~~105% of base pay after 5 years of total service~~  
~~106% of base pay after 6 years of total service~~  
~~107% of base pay after 7 years of total service~~  
~~108% of base pay after 8 years of total service~~  
~~109% of base pay after 9 years of total service~~  
~~110% of base pay after 10 years of total service~~  
~~112.5% of base pay after 15 years of total service~~  
~~115% of base pay after 20 years of total service~~  
~~117.5% of base pay after 25 years of total service~~  
~~120% of base pay after 30 years of total service~~

### **Article 5.6.5 Longevity Continuation**

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

#### **Article 5.6.6 Service Recognition Pay**

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

A. Effective January 1, 2003, Service Recognition pay shall be:

103.5% of base pay after fifteen (15) years' of continuous service.

B. Effective January 1, 2004, Service Recognition pay shall be:

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

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

C. Effective January 1, 2005, Service Recognition pay shall be:

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

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

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

#### **Article 5.7 On-Call Pay**

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

#### **Article 5.8 Call Out Pay**

Employees who are working in call out status shall be compensated at one and one-half (1 1/2) times their factored rate of pay for all hours worked with a guarantee of at least four (4) hours of pay at the factored straight time rate for each call out. The MOA agrees not to use shift change language to avoid paying call out pay for those members required to attend meetings outside their standard shift time.

#### **Article 5.9 Standby Pay**

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

### Article 5.10 **Travel Pay**

Employees performing work related travel at the direction of the MOA shall be compensated and/or reimbursed as specified in MOA Policy and Procedure 68-1 and 68-2.

### Article 5.11 **Meal Allowance**

Where employees are given a meal break when working more than four (4) hours beyond their scheduled shift, they will be paid ~~five~~ nine dollars (\$~~5~~9.00) to partially cover the cost of the meal.

### Article 5.12 **Deductions From Pay**

The MOA may deduct monies owed to the MOA under any MOA program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and dues checkoff. The MOA may not make any other deductions from employee pay except as authorized by law or written agreement with the employee. Any such written agreement must be concurred in by the Union.

### Article 5.13 **Work In Different Classification**

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

- A. When an employee is temporarily assigned to work for at least two (2) or more consecutive hours of a shift in a higher classification, including, but not limited to, assignments for training purposes, within the bargaining unit, the employee will be compensated for all hours worked in the higher classification at the step 1 in the pay range applicable to that higher classification or which will give the employee a pay increase five (5) percent above his or her current rate of pay whichever is greater. The assignment must be made by a responsible MOA representative other than the person whose position is being filled.
- B. When an employee is temporarily assigned to work in a lower classification, the employee will be compensated for all hours worked in the lower classification at his regular applicable rate of pay.
- C. This article shall cover employees assigned in a training capacity only when the employee is the sole operator and their performance is not being continuously monitored on-site at the time. Employees assigned in a training capacity that are accompanied by another operator for training purposes, or whose performance is being continuously monitored on-site is not covered by this article.
- D. The MOA shall designate an employee to perform the duties of leadman on a shift or job with regularly assigned foreman or leadman when foreman or leadman is absent

for at least two (2) hours. The employee shall be compensated at five (5) percent above his or her current rate of pay for performing the duties of leadman or foreman.

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

F. When an employee is assigned to work two (2) or more consecutive hours in a higher non-represented classification, the employee shall be compensated for all hours worked in the higher non-represented classification at ten (10) percent above the employees' current rate of pay.

#### **Article 5.14 Reclassification Request**

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

**Employee Requests:** Employees shall have the right to the consideration of requests they may have regarding the application of the classification and pay plans to their position. The employee shall make his request through his agency head, who shall forward the request with his comments and recommendations concerning the appropriate allocation to the Director for his review. The employee and the agency head will be advised in writing on the disposition of the request. (AO 79-195).

#### **Article 5.15 Pay Day and Pay Time**

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

#### **Article 5.16 Errors in Pay**

There shall be no liability on the part of the MOA with regard to the preparation and delivery of paychecks other than for intentional misconduct. The MOA will reimburse an employee for any proven loss suffered by the employee as a result of intentional misconduct in the preparation and delivery of the employee's paycheck. Confirmed discrepancies in pay will be corrected by the MOA by the next payday occurring more than seven (7) days after the discrepancy is confirmed. Failure of the MOA to correct confirmed discrepancies by the next payday occurring more than seven (7) days after the discrepancy is confirmed shall entitle the employee to receive eight (8) hours pay for each day after the payday during which the discrepancy remains uncorrected.

#### **Article 5.17 ~~Building Inspections Schedule~~**

~~Building Inspectors required to work on Saturday or Sunday or the employee's scheduled days off will be paid a minimum of 4 hours at the applicable straight time rate regardless of hours worked.~~

**Article 5.187 Mid-Term Classification Changes**

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

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

**SECTION ARTICLE 6 BENEFITS****Article 6.1 Health Program****A. ~~Health Care Plan~~**

For calendar year 2002, the MOA shall provide Aa plan of medical, audio, vision and dental benefits shall be made available to for eligible employees under a comprehensive medical plan with a required hospital and prescription drug Preferred Provider Organization (PPO). The plan includes the cost containment features of hospitalization utilization review, out-patient surgical review, individual case management, and the managed mental health program. The plan of benefits can be modified by written agreement of the parties. Letter of Agreement Local 959-01, 2002, Appendix C of this collective bargaining agreement, establishes the terms of the 2002 Health Care Plan.

**B. ~~Life Insurance~~**

~~Basic life insurance coverage, including accidental death and dismemberment, in the amount of \$15,000 will be provided for each covered employee at Municipal expense, as provided in E below. The employee will have the option of purchasing either \$15,000, \$30,000 or \$45,000 in supplemental life and accidental death and dismemberment coverage. The Municipality's premium for the \$15,000 basic life insurance it provides will be \$5.40 per month. The premium for any supplemental coverage shall be paid by the employee through payroll deduction at the employee's expense.~~

**C. ~~Short Term Disability~~**

~~Short term disability coverage in an amount equal to 1% of the employee's annual salary to a maximum of \$300.00 per week is available to covered employees enrolled in the life insurance program. This coverage is provided at the employee's expense.~~

**A. Health Care Plan**

Effective January 1, 2003, all eligible employees will be covered under the Municipality of Anchorage's Health Flex Plan. The Health Flex Plan offers comprehensive medical, dental, audio, and vision coverage with a variety of options from which the employee chooses the level of coverage for the employee, spouse, and eligible dependents.

Additional Health Flex Plan options may be added during the life of the Agreement with prior notice to the Union. The MOA cannot reduce Health Flex Plan benefit options during the life of the Agreement without prior written agreement of the Union.

In the final quarter of each calendar year beginning in year 2002, the Municipality shall hold a thirty-(30) day enrollment period for employees to select coverage in the Health Flex Plan. The options selected by the employee shall become effective January 1 of the next year beginning January 1, 2003.

**DB. Eligibility**

Full-time and part-time employees may be eligible to participate in health, life and disability programs subject to the provisions of the plan. Part-time employees must be scheduled to work a minimum of 20 hours each week to participate in this program.

**EC. ~~Employee and Municipal and Employee~~ Contributions**

~~As of the effective date of this Agreement the Municipality will contribute a base amount of \$519.60 per employee per month for health insurance coverage for the employee and their eligible dependents.~~

Effective January 1, 2003, the Municipality will contribute a base amount of \$797.67 per month for health insurance coverage for the employee and their eligible dependents under the Municipal Health Flex Plan.

Effective January 1, 2004, the Municipality's contribution will increase to a base amount of \$859.96 per month.

Effective January 1, 2005, the Municipality's contribution will increase to a base amount of \$931.27 per month.

Beginning January 1, 2003, eligible employees shall pay by payroll deduction any difference between the Municipality's contribution and the total premium required to provide the health care options selected by the employee for the employee and qualified dependents. Subject to the satisfaction of applicable law and regulations, such employee contributions will be on a pre-tax basis.

**D Life Insurance**

Effective January 1, 2003, basic life insurance coverage, including accidental death and dismemberment (AD&D), in the amount of \$10,000, will be provided for each covered employee at the employees' expense under the Health Flex Plan. The employee will have the option of purchasing increments of \$15,000, \$30,000 or \$45,000 in supplemental life insurance. The premium for any supplemental life insurance coverage shall be paid by the employee through payroll deduction.

**E. Long Term Disability**

Effective January 1, 2003, long term disability coverage in the amount of sixty (60) percent of the employee's annual salary up to a maximum of three thousand dollars (\$3,000.00) per month, will be provided for each eligible employee who works a minimum of thirty (30) hours per week at Municipal expense. The Municipality's 2003 and 2004 premium for the long term disability coverage it provides will be approximately ten dollars (\$10.00) per month.

**F. Short Term Disability**

Short Term Disability coverage does not cover employees off work on Workmen's Compensation injuries.

Effective January 1, 2003, short term disability coverage is available to employees enrolled in the life insurance program and will be provided under the Health Flex Plan in increments of \$100, \$200, \$300, \$400 or \$500 per week. Employees may elect the level of short term disability coverage and the premium for any supplemental coverage shall be paid by the employee through payroll deduction.

~~During the year 1998, the amount of the health insurance premium rate over \$519.60 will be borne equally by the Municipality and the employee. The Monthly insurance premium is the dollar amount set by the insurance carrier at the beginning of the policy year, for the appropriate rating group, that is required to provide the agreed upon coverage to employees and their eligible dependents. There shall be no return or refund of premium of any kind to any employee.~~

~~During the year 1999, any increase in the health insurance premium rate over the monthly insurance premium rate in 1998 will be borne 75% by the Municipality and 25% by the employee.~~

~~During the year 2000, any increase in the health insurance premium rate over the monthly insurance premium rate in 1999 will be borne 100% by the Municipality.~~

~~During the year 2001, any increase in the health insurance premium rate over the monthly insurance premium rate in 2000 will be borne 50% by the Municipality and 50% by the employee.~~

#### **Article 6.1 (F) Employee Contribution Moratorium**

~~Beginning with the first month after ratification of this Agreement and ending on December 31, 1998, employees will not be required to make any further monthly employee contribution for the health care plan as set forth in Article 6.1(E) above during this period in 1998. It is agreed and understood that this moratorium of the monthly employee premium contribution shall not result in any return or refund of any premiums paid by employees.~~

#### **Article 6.1.1 Health Care Cost Containment Committee**

The Municipality and the Union shall establish a joint health care cost containment committee for the Municipality of Anchorage Health Flex Plan. The committee Union shall have an equal number of JCC and Municipal representatives on the Committee. The Committee shall be made up of an equal number of Union representatives and Municipal representatives. The , and Committee shall meet regularly, but no less frequently than quarterly. The committee shall have as its mission the design of programs and actions which that will address health issues to include, but not be limited to containment or reduction of the cost of the health care program plan.



### Article 6.1.2 **Health Promotion**

The ~~Council-Union~~ recognizes that the provision of a safe work environment and encouragement of a healthful workforce is the right and obligation of the MOA. The ~~Council and its Affiliate Unions~~ agrees to cooperate with the MOA in the exercise of this right and fulfillment of this obligation so long as no right guaranteed under this Agreement is violated and with the recognition that participation of its members in any health promotion programs made available by the MOA shall be on a voluntary basis.

### Article 6.2 **Savings Plan**

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

### Article 6.3 **Retirement**

The Municipality shall maintain, for eligible employees covered by this Agreement, the Public Employees Retirement System as legislated by the State of Alaska, and shall not diminish its current level of participation in the program.

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

### Article 6.4 **Health Care Reform**

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

### Article 6.5 **Pre-Tax**

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

**SECTION ~~ARTICLE~~ 7 DISCIPLINE AND RESOLUTION OF DISPUTES****Article 7.1 Discipline**

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

**Article 7.2 Grievance Defined**

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

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

~~Except for Step II which shall be approved by the Council, the Council has assigned all the responsibility for pursuing and resolving grievances and arbitration on behalf of the Council to the appropriate Affiliate Union. The Council~~ Union shall provide to the Labor Relations Manager a list of business representatives who are each of the Affiliate Union's designees for the purpose of pursuing and resolving ~~Council~~ Union grievance matters. This list shall be resubmitted any time there is a change in personnel on behalf of the ~~Council~~ Union.

**Article 7.3 Grievance Procedure**

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

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

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

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

#### **Article 7.3.1 Step One**

The written grievance shall be distributed to the responsible Department Head within ten (10) working days of when the event giving rise to the grievance occurred. The Employer shall have ten (10) working days from receipt of the written grievance to meet with the ~~Affiliate-Union~~ and attempt resolution. Within ten (10) working days after the Step I meeting the Department Head must issue a written response.

#### **Article 7.3.2 Step Two**

Upon receipt of a denial of the grievance at Step One, the ~~affiliate-Union~~ shall have ten (10) working days in which to notify the Labor Relations Manager or his/her designee that the grievance remains unresolved and that the ~~Affiliate-Union~~ wishes to appeal the grievance to Step Two. If notification is given, then the Union and the Labor Relations Manager or his/her designee shall meet within ten (10) working days of that notice to attempt resolution. Within ten (10) working days after the Step II meeting the Labor Relations Division must issue a written response.

In the event that the ~~Council- Union~~ or the MOA files a grievance at Step Two of this procedure, the Labor Relations Manager or his/her designee and an ~~authorized representative of the Council- Union~~ shall meet within ten (10) working days of the receipt of that grievance in an attempt to resolve the grievance. Within ten (10) working days of that meeting, the party against whom the grievance is filed shall issue a written response.

#### **Article 7.3.3 Step Three**

The request for arbitration may be made by either party and must be made in writing within 10 working days of receipt of the Step Two response. The arbitration shall be conducted pursuant to the procedural rules set forth in the Labor Arbitration Rules Of The American Arbitration Association and generally accepted principles of labor arbitration.

#### **Article 7.3.4 Arbitrability**

In the event that any question involving the procedural or substantive arbitrability of any grievance arises, such questions of arbitrability shall be arbitrated in a separate hearing prior to the commencement of arbitration on the merits of the grievance.

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

#### **Article 7.3.5 Selection of the Arbitrator**

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

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

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

#### **Article 7.3.6 Authority of the Arbitrator**

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration and the procedural rules of the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have no authority to

add to, alter, delete or modify any statute, regulation, ordinance or provision of this labor agreement. The arbitrator has no authority to grant any relief that is not reasonably contemplated by the grievance, or to issue any award on a matter not raised in the grievance. The arbitrator's authority and jurisdiction is strictly limited to the interpretation and application of this agreement.

The decision of the arbitrator shall be final and binding on all parties.

#### **Article 7.3.7 Service**

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

#### **Article 7.3.8 Existing Grievances**

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

#### **Article 7.3.9 Personnel Files use in Arbitration**

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

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

## SECTION ~~ARTICLE~~ 8 WORK RULES

### Article 8.1     **Safety**

Safety rules shall be as follows:

- (A.) The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.
- (B.) The regulations concerning safety and equipment standards shall be governed by local, state and federal government rules, which shall be followed by the MOA, the Council, ~~all Affiliated Unions~~ and all employees.
- (C.) Employees shall be required to turn in equipment condition reports as prescribed by the appropriate department.
- (D.) All equipment which is unsafe shall be reported to the appropriate supervisor or his 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.
- (F.) Employees must submit accident and injury reports prior to leaving the work place at the end of the work day if practical. Employees must use any and all safety equipment paid for or furnished by the Employer. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- (FG.) The Employer shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions. The Employer shall furnish seat belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.
- (GH.) The Municipality shall establish regular safety meetings for each department on a monthly basis during working hours and all employees will be required to attend without loss of pay.

### Article 8.2     **Protection of Municipal Property**

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

### Article 8.3     **Handtools And Tool Allowance**

~~Employees may be required to provide common tools of the trade in which they are employed. If an 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 15J and below: \$20.00 per month  
Range 16J: \$35.00 per month  
Range 17J and above: \$45.00 per month~~

~~The current replacement practice remains in effect.~~

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

#### **Article 8.4 Lockers**

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

#### **Article 8.5 Uniforms, And Special Clothing, And Required Safety Footwear**

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

B. Each employee, required by the MOA based on the nature of his or her work to wear safety footwear, shall be reimbursed for the actual cost of safety footwear not to exceed the sum of one hundred and seventy-five (\$175.00) dollars one time every twenty-four (24) month period. The employee shall be required to submit a receipt for the safety footwear.

#### **Article 8.6 Access To MOA Property**

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

#### **Article 8.7 Revocation of License**

In the event an employee shall suffer a revocation of his license because of a violation or violations by the MOA of any federal, state or local law, the MOA shall provide suitable and continued employment for such employee at not less than the employee's standard rate of pay at the time of revocation of the license. The employee shall be

reinstated to the position he held prior to revocation of his license after his license is restored. The employee shall lose no pay, benefits, or seniority upon the event of revocation of his license because of a violation of federal, state or local law by the MOA. The MOA shall pay any expenses and/or judgments rendered against the employee in case of revocation of the employee's license because of a violation or violations by the MOA of any federal, state or local law.



## SECTIONARTICLE 9 MISCELLANEOUS PROVISIONS

### Article 9.1 Educational Incentive

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

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

### Article 9.2 ~~Union Training Program~~

~~The Council Union and the Municipality of Anchorage agree that it is in their mutual interest and in the interest of the employees to be trained in the fields of work and equipment covered by this Agreement. It is agreed that Council the Union and the Municipality shall establish a Training Committee consisting of equal membership from the Council Union and the Municipality to investigate and recommend to the Council Union and the Municipality certain apprenticeship or other training programs affecting employees represented by the Council Union. The Council Union and the Municipality agree to meet and confer during the term of this Agreement concerning the possible reopening of this Agreement to adopt the Training Committee's recommendations and/or establish one or more apprenticeship or other training programs, including, but limited to, training in new technology and equipment.~~

**ARTICLE 10**  
**~~SPECIAL TERMS PERTAINING TO AJCC~~**  
**~~REPRESENTED EMPLOYEES AT~~**  
**~~ANCHORAGE PUBLIC TRANSPORTATION DEPARTMENT~~**  
**SCHEDULING**

**Article 4 10.1 Scheduling By Employer**

The MOA shall schedule all work and all employees. Any changes to the work schedules for full time employees will be posted on the appropriate workplace bulletin boards as far in advance as practicable.

**Article 10.2 Scheduled Work Week**

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

Regular part-time employees who meet their regularly scheduled work hours prior to the end of their scheduled work hours or days may, with supervisory approval, choose not to work their remaining work hours or days and shall not have their leave reduced.

**Article 4 10.320 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. When working other than the regular shift, when the work situation permits, rest breaks shall be taken each two (2) hours.

**Article 4 10.424 Meal Breaks**

Meal breaks will be one (1) hour unpaid or one-half (1/2) hour unpaid, as designated by the MOA from the time the employees break at the job site for lunch and return there from lunch. The beginning of the meal period may be accelerated or delayed, as the case may be, but not to exceed thirty (30) minutes, at the discretion of the management person in charge, to facilitate the orderly completion of the work schedule. Where employees work four (4) or more hours beyond a regular eight (8) hour shift, they will be given a one-half (1/2) hour unpaid meal break. Where the nature of the work will not permit a contiguous thirty (30) minutes or sixty (60) minute meal break, the break for the meal may be divided, but shall still total either thirty (30) or sixty (60) minutes. Where the nature of the work does not permit scheduled meal breaks, the MOA shall make alternate arrangements to enable employees to eat a meal.

**Article 4 10.522 Overtime**

**A. Policy**

Overtime may be worked only when scheduled and directed by the MOA. All hours worked in excess of an employee's regularly scheduled shift on any given work day or forty (40) hours in any given work week shall constitute overtime. Reference Article 11.14 for Public Transportation Department shift overtime.

## **B. Voluntary Overtime**

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

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

## **C. Hours Calculation for Shift Overtime Eligibility**

~~All hours worked in excess of an employee's regularly scheduled shift on any given work day or forty (40) hours in any given work week shall constitute overtime; H hours paid as holiday pay for the New Year's Day, Independence Day, Thanksgiving Day, and Christmas holidays, shall be counted as hours worked for the purpose of determining eligibility for overtime pay in the weeks in which these holidays fall. (Does not apply to Public Transportation Department.)~~

## **D. Exception Shifts**

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

## **Article 4 10.623 Starting Times, and Reporting Locations, and Work Schedules**

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

Any changes to work schedules for full time employees will be posted on the appropriate workplace bulletin boards as far in advance as possible. In the absence of

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

#### Article 4 10.724 **Shifts**

##### **A. Shifts**

All shifts shall be scheduled by the MOA. If a shift is proposed by the employer other than an 8 hour or 10 hour shift, those employees scheduled to work that shift shall by majority vote approve such proposed schedule prior to its implementation. Where feasible, the employer will attempt to transfer or reassign any employee voting in the minority if the employee requests consideration for such transfer or reassignment. Shop stewards shall conduct the vote on the schedule proposed by the employer. Notwithstanding the above, these limitations will not apply to the Public Transportation Department schedules which shall be scheduled and assigned as provided in Section Article 101 of this agreement.

#### Article 4 10.825 **Guaranteed Relief**

Employee are guaranteed a break of eight (8) consecutive hours between their regularly scheduled shifts. If an employee is required to report to work without having had this break, the hours he or she is required to work without having had the eight (8) hour break shall be paid at the overtime rate. (Except for Public Transportation Department Transit and AWWU)

#### Article 4 10.926 **Call-Outs**

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

#### Article 4 10.1027 **Standby Time**

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

#### Article 4 10.1128 **On-Call Time**

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

#### Article 4 10.129 **Travel**

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

~~SECTION~~ ARTICLE 101

**SPECIAL TERMS PERTAINING TO AJCC  
REPRESENTED EMPLOYEES AT  
ANCHORAGE PUBLIC TRANSPORTATION DEPARTMENT**

~~101.1~~ The Municipality of Anchorage and the ~~Anchorage Joints-Crafts-Council- Union~~ recognize and agree there are specific conditions which exist in a public transit transportation operation which are unique to that industry. ~~The parties agree that the following are applicable to AJCC-represented employees in the Transit Department.~~Public Transportation Department

~~101.2~~        **Probation:**

The probationary period of bus ~~driver~~operators shall begin at the end of training.

~~101.3~~        **Emergencies:**

For ~~Transit~~Public Transportation Department employees, the definition of "emergency" or "emergency situation" set forth in Article 2.3.7 of the collective bargaining agreement shall include missed trips.

~~101.4~~        **Maximum Hours/Days:**

Except in an emergency employees will not be allowed to work more than six days in a work week with out a day off nor will they be able to work more than 13 hours per day two days in a row. No employee will be allowed to work more than 15 hours in a single work day.

~~11.5~~        **Involuntary Overtime:**

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

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

1. If the employee has worked 12 or more hours the previous day, either forced or voluntarily.
2. If the forced work would result in the employee not having any day off that work week.

~~101.56~~        **Split Shifts:**

Split shifts shall be defined as all work which has an unpaid break in excess of ninety (90) minutes. ~~Employees working split shifts shall receive a split shift differential equal~~

to ~~three-four~~ percent (3-4%) of their basic hourly rate per hour for all hours worked on the split shift. Any split shift that has five (5) or more hours between the shifts and has a spread time (first scheduled clock-in to last scheduled clock-out) of 13 hours or greater shall receive an additional one percent (1%) shift differential for a total of five percent (5%).

~~10.6 Hand Tools: Maintenance employees are required to provide common tools of the trade in which they are employed. Maintenance employees who are currently using their own air or electric power tools shall register such tools with the Department of Transit. The MOA agrees to have on hand a minimum of one (1) loaner power tool for each five (5) registered power tools. Such loaner tools will be made available on the first come, first served basis to replace registered power tools during repair or replacement.~~

~~The MOA will repair or replace power tools which are worn out or broken during normal use. 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 needed in the repair/maintenance of department vehicles.~~

~~10.7 Maintenance Work Assignments: Maintenance employees may bid for work week schedules at least once annually at a time selected by the MOA. Maintenance employees may also bid on work week schedules that become permanently vacated or that may be added. Although the MOA has the right to assign and schedule all work, assignment of regular work week schedules will be made in accordance with the bidding, except where the MOA determines that it is necessary to make a special assignment because of an employee's special qualifications or where an employee's personality or suitability requires a particular assignment. The employer may assign work schedules to resolve problems concerning productivity, personality conflicts, and special qualifications. Work schedule bidding shall be based upon seniority.~~

#### ~~101.87-~~ **Driver-Operator Work Assignments:**

~~The Department of Transit Public Transportation Department will post regular work assignments for bid at least twice each year. -Bidder priority shall be based on seniority. Regular work assignments shall be based on special requirements, the most recent bid list, except where the MOA deems it necessary to make an assignment based on special qualifications or the lack thereof. Any permanent change to a work roster(s) that cause a permanent change of more than thirty (30) minutes within a work day will result in reposting the affected work roster(s). If the effective date of the permanent change is within 30 days of a system bid, the employer is not required to rebid such work prior to the system bid.~~

#### ~~101.98~~ **Driver-Operator Uniforms and Special Clothing:**

~~The MOA will furnish uniforms and special clothing where required by the MOA. -The standards pertaining to uniforms shall be those established by the Transit-Public~~

~~Transportation Department~~Department. -The amount of initial issue and replacement shall be established by the ~~Transit~~Public Transportation Department. -Employees shall be responsible for maintaining and cleaning all uniforms and special clothing provided by the MOA, except that the MOA will reimburse the employee for dry cleaning of the uniform jacket ~~one per calendar year and/or the uniform sweater up to a total of three~~ five (5) times per calendar year. -Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of the employee's employment.

## 101.409 **Extra Board**

### A. Daily Work Assignments:

1. Extra board driver~~operators~~ must be available for five (5) days or forty-(40) straight time hours, which ever occurs first. -If extra board employees have accumulated less than 40 hours by Friday night, they will have the option of accepting weekend work until they have accumulated 40 hours prior to any work being offered to the overtime roster.
2. Extra board driver~~operators~~ may be assigned to weekend availability with consecutive midweek days off. Weekend extra board personnel will be offered work first on weekends. If weekend extra board employees accumulate 40 hours prior to the weekend, they will have been deemed to have satisfied their availability requirements and will be offered work only from the overtime roster. -Weekend extra board employees will be offered weekday work on their scheduled days off, after the regular weekday extra board, but prior to the overtime roster.
3. During days of availability, an extra board ~~driver-operator~~ shall either be available to work and accept work in accordance with the applicable work selection procedure or be on approved leave. This availability obligation for the day is not satisfied until the extra board ~~driver-operator~~ has worked a full complete work assignment, or pieces of work-different runs totaling a minimum of seven (7) hours and fifteen (15) minutes. A full straight run or both halves of a split run constitute a complete work assignment. Extra board's availability obligation will be dispatch opening until two (2) hours prior to closing~~the normal dispatch office hours for the day~~.
4. On weekdays, the daily placement on the extra board shall be on the basis of seniority. All available W~~work~~ will be offered to the extra board beginning with the most senior available employee that day and proceeding down the list. Standby may be withheld and offered off the overtime signup list only if there is no foreseeable PM work for the day. Once an employee accepts any piece of work for the day, that employee's name will drop to the bottom of the list. Subsequent work offered to the extra board for that day will be on a rotation basis. Extra board employees may pass work provided there are junior extra board employees available to accept the passed over work.



5. On weekends, work will be offered to eligible extra board employees and other operators working less than a 40-hour roster in ascending order of total hours worked for that week. -Saturday work will be offered first to eligible driveroperators. -After available Saturday work is offered, the total hours for the week will be recalculated and Sunday work offered in ascending order of total hours worked for that week. -Extra board employees, except those who may be assigned as weekend extra board, may pass weekend work.
6. Extra board employees who are not available during a period when they are required to be available and who are not on approved leave, are subject to the provisions of Article 101.47-21 and will be rotated to the bottom of the extra board list as through they had worked an assignment.
7. Errors made in the assignment of extra board work shall be corrected by paying the victim-affected employee of the error the two (2) hours minimum call-in pay provided additional work is not immediately available. If work is not immediately available, the employee may leave but shall receive the call-in pay. The affected employee shall have their name placed at the top of the Extra Board roster for the remainder of the day. that driver remains at Transit as a standby driver until the minimum call-in time is satisfied.
8. The MOA pledges that it will make every effort to maintain the prescribed seniority/rotation and extra board assignment procedures. -However, the parties acknowledge that customer service is the first priority and the parties agree that the MOA may use any driver-operator available to meet an emergency.
9. A daily extra board employee assigned to and completing a full work assignment that is less than 8 hours on a given day shall be offered extra work prior to the work being offered to the part-time or overtime rosters. A daily extra board employee under this paragraph may decline any/all such work.

**B. Vacation/Indefinite Work Rosters:**

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

posting.

3. An extra board employee cannot bump another employee from a vacation/indefinite posting.

### **C. Unassigned Regular Work Rosters:**

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

### **11.10 Part-time Work Rosters:**

#### **D. Part Time Work Rosters:**

1. Operators on work roster paying less than 40 hours per week will be offered and eligible to accept extra work on a daily basis (only those days that pay less than 8.0 hours) prior to work being offered at overtime and after the extra board is exhausted. A part-time employee will only be offered work in this category until the total of their straight-time hours equals or exceeds 40 hours. At that time, the part-time employee will only be eligible for work from the over time signup list.
2. Operators on part-time work rosters who have less than 40 hours at the end of their shift on Friday will also be afforded the opportunity for weekend work prior to any such work being offered from the overtime signup list. Part-time operators will be placed on the weekend dispatch list along with any extra board employees who have less than 40 hours in order of least number of hours worked during the week first on the list.

### **101.11 Guaranteed Relief:**

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

1. If the employee has worked ~~twelve~~ thirteen or more hours on any day, he or she will not be eligible for any work on the following day until he or she has had a minimum of eight consecutive hours off.
2. If an employee works less than ~~twelve~~ thirteen hours in a day, ~~they~~ he or she may accept work that provides a minimum of seven consecutive hours off.
3. No employee may waive the eight-hour relief on two consecutive days.
4. If an employee volunteers to return to work as described in #2, they will be compensated at the appropriate rate of pay.

5. If an employee is forced to work with less than the eight-hour break, all hours that the employee is required to work without having had an eight (8) hour break shall be compensated at time and one-half (1 1/2).
6. Extra board ~~driver~~operators who are at the top of the rotation list and who would not receive the eight (8) (or seven (7)) hour break if they took an available extra board assignment, will not be offered any assignment. However, they shall remain at the top of the rotation list and receive the next assignment which they can work after the guaranteed eight (8) hour break.

#### 101.12 **Meal Breaks:**

Management will ~~make every effort~~ strive to provide meal breaks for ~~driver~~operators, however, the parties acknowledge and agree that the provision of convenient route schedules for passengers is an integral part of the ~~Transit~~Public Transportation Department mission. ~~Therefore, some runs may be scheduled without any breaks. The MOA agrees to keep these runs to a minimum, consistent with accomplishment of the Transit~~Public Transportation Department Mission. When meal breaks are scheduled, such periods shall be between thirty (30) and ninety-sixty (960) minutes in length and will commence as near to the midpoint of the shift as the particular run allows. Meal periods are unpaid. Five (5) minutes of any unpaid meal break shall be compensated at the operators' factored rate of pay as bus staging time. Meal breaks may commence no sooner than two (2) hours after the bus operators' clock-in time and may end no later than two (2) hours before the operators' clock-out time. The MOA will make every effort to schedule meal breaks longer than thirty (30) minutes at malls or other locations with suitable amenities. Whenever seventy percent (70%) or more of the meal break is lost, the meal break will be paid at one hundred percent (100%) of the employee's appropriate rate of pay.

Due to the current route restructure efforts, this article may be revisited after July 1, 2003.

#### 101.13 **Recovery Time:**

The parties agree that recovery time should be sufficient to allow operators time for personal comfort. As timetables and route schedules are increasingly being designed for regularized headway on routes, recovery time must also become more regular in the course of a run. The MOA pledges to try to consolidate such recovery time in as large a blocks as possible. If platform time exceeds two (2) hours, the MOA will ensure that runs are scheduled with a minimum of ten percent (10%) 8.3% recovery time, compared to total platform times, or operators will receive a pay allowance bringing their recovery time up to twenty-four (2024) minutes for each four (4) hours scheduled platform time. The Public Transportation Department shall provide a minimum of four (4) minutes at the end of each trip. The MOA does not guarantee receipt of recovery time, however, problem runs with schedules written too tightly to consistently provide the scheduled recovery time will be investigated by the MOA within five (5) days of notification of the schedule being written too tightly. Any correction of the defective schedule may involve either a pay allowance or a schedule revision. The parties agree that recovery time

~~should be sufficient to allow operators time for personal comfort. The MOA pledges to schedule such sufficient time where it can be done while remaining responsive to passenger service need, logistical demands and the Public Transportation Transit Department mission.~~

~~10.14 Stage Time: Drivers assigned special concert/special trip work will normally drive before the event, secure the bus as directed, check with the designee at the event to end the driving time and begin the stage time, and receive a seat (at the driver's option) at the event. Ten (10) minutes prior to the end of the event, the driver will check back with the designee to end the stage time, then proceed to the bus to warm up and prepare for departure, and drive after the event. For calculation of pay, benefits, and all other purposes, stage time will be divided by two (2) and added to driving time in order to derive the compensable pay hours, which will be paid at the driver's compensable rate. Compensable pay hours calculated in the above manner shall not be less than two (2). Stage time itself will not exceed four (4) hours elapsed time. In order for this provision to be applicable, a driver must drive both before and after the event and incur stage time during the event.~~

~~Operators forced to work special concert/special trip work have all stage time compensated at their appropriate factored rate of pay.~~

#### 101.154      **Bus Operator Overtime:**

Notwithstanding Article 4 10.522.C, Shift Overtime, overtime in the Operations Division shall be computed as follows:

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

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

B. Errors made in the assignment and show-up of overtime work shall be corrected by paying the affected employee two (2) hour call-in pay and the employee may leave.

#### 2.      **Extra Board ~~Driver~~Operators:**

A. Overtime for extra board ~~driver~~operators who are on a vacation or relief bid will be handled the same as the regular bid-~~driver~~operator.

B. Overtime for extra board ~~driver~~operators working daily work from the board will be handled as follows:

\_\_\_\_\_ i. ~~One-Complete Work Run: All hours inclusive of or incidental to the assigned work run will be paid at the straight time rate of pay, Complete work runs shall be handled in accordance with 10.15 1. above the same as the regular bid driver. Extra work beyond the assigned work run shall be paid at the overtime rate provided the employee has driven at least eight (8) hours that day.~~

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

\_\_\_\_\_ 3. **Standby DriverOperators:** Standby time shall be paid at the straight time rate of pay ~~unless until the employee standby operator has worked more than forty (40) hours in the week or:~~

\_\_\_\_\_ i. ~~The standby operator has an assigned run of eight (8) hours or more on the day the standby occurs; or~~

\_\_\_\_\_ ii. ~~The standby operator has an assigned run of less than eight (8) hours and when the standby time is added to the work run, the total time exceeds eight (8) hours.~~

\_\_\_\_\_ Standby time ends when the standby employee starts available work.

#### 101.165      **Holiday Pay:**

~~Notwithstanding the provisions of Article 5.5, Holiday Pay, t~~The following provisions shall be applicable to the Operations DivisionSection employees:

\_\_\_\_\_ 1. If an employee works on the holiday, the employee shall receive regular pay for all the hours worked and ~~be paid shall receive eight (8) hours of holiday pay equal to the number of hours the employee would normally have been scheduled to work on that day. pay at their factored rate of pay as holiday pay for each recognized holiday.~~

\_\_\_\_\_ 2. If an employee does not work on a holiday, the employee shall receive holiday pay equal to the number of hours the employee would have worked had the holiday not occurred, ~~with a minimum of eight (8) hours paid to full time employees.~~

\_\_\_\_\_ 3. Unassigned Extra Board employees shall receive eight (8) hours holiday pay.

#### 11.16      **Assignment of Overtime Work:**

When the Extra Board has been exhausted, all overtime shall be dispatched from the overtime signup list. Work shall be dispatched in order of rotation from the last operator dispatched for overtime from the overtime signup list. Overtime work dispatched to volunteers not on the overtime signup list, forced work, and emergencies will not change where the list begins for the next available overtime. Split shifts may be offered as two pieces of work.

#### 11.17      **Bus Operator Training Class Pay Rate & Probation Date:**

Newly hired bus operators shall be paid at 95% of Step 1 of the regular bus operator salary range while attending the Public Transportation Department's Bus Operator Training Class. The employee shall be advanced to the full pay at Step 1 for bus operator upon successful completion of the training class. The probationary period starts upon placement at the full pay rate for bus operator.

#### 101.187      **Attendance Failure Procedures (Operations and Maintenance Division)**

A failure under the Public Transportation Department Attendance Policy is a failure to report for work at the assigned time (absenteeism). There are two basic types of absenteeism: authorized and unauthorized. Authorized reasons for an employee to be absent from work may include, but are not limited to, pre-approved annual leave, holidays, court leave when properly noticed, military leave, illness/injury, and worker's compensation leave. Unauthorized reasons may include, but are not limited to, miss-outs, late arrivals, and non-scheduled leaves.

Attendance failures include miss-outs, late arrivals, and non-scheduled absences. Employees miss-out whenever they do not actually clock in by the scheduled pull-out time for operations or within 10 minutes after clock-in for maintenance. A non-scheduled absence may occur when an employee calls in after 4:30 p.m. on the preceding weekday before the absence.

For the information of all employees, the items listed below are considered failures:

1. Miss-out: Failure to call the Public Transportation Base by the ~~prescribed time~~ (two (2) hours prior to the start of the shift or 5:00 a.m. for early morning pull outs) and/or failure to show up by the pull-out time for operations may result in ~~one~~ one (1) failure ~~may be assessed~~. An employee experiencing a miss-out may or may not be allowed to work that day.
2. No Show/No Call: Failure to show up or call-in may result in ~~two~~ one (1) failures being assessed. A failure to call-in within three (3) hours after the start of the shift ~~but within three (3) hours of the shift start time~~ may result in one (1) additional failure being assessed.
3. Three (3) consecutive days of unapproved absence may be deemed job abandonment and subject the employee to immediate termination per Article 3.7 of this Agreement.

**SECTION 11**  
**~~WORK RULES WATER AND WASTEWATER UTILITY~~**

**SECTIONARTICLE 12**  
**AJCC CLASSIFICATIONS AND WAGE RATES SCHEDULES**

**Article 12.1 ~~Wage Scale~~ Classifications**

RANGE	CLASSIFICATION	NUMBER	STEPS			
			A	B	C	D
4J	Airport Maintenance Assistant	796	<del>\$10.07</del>	<del>\$10.56</del>	<del>\$11.09</del>	<del>\$11.65</del>
	Custodial Worker II	709				
	Weatherization Helper	610				
5J			<del>\$10.56</del>	<del>\$11.09</del>	<del>\$11.65</del>	<del>\$12.23</del>
6J	Building Superintendent	706	<del>\$11.09</del>	<del>\$11.65</del>	<del>\$12.23</del>	<del>\$12.85</del>
	Gardener I	717				
	Parks Caretaker I	742				
7J	Maintenance Man I	730	<del>\$11.65</del>	<del>\$12.23</del>	<del>\$12.85</del>	<del>\$13.49</del>
	Weatherization Worker	609				
8J	Maintenance Man II	731	<del>\$12.23</del>	<del>\$12.85</del>	<del>\$13.49</del>	<del>\$14.17</del>
	Custodial Leadman	708				
9J	Swamper <sup>1</sup>	756	<del>\$12.85</del>	<del>\$13.49</del>	<del>\$14.17</del>	<del>\$14.86</del>
	Refuse Disposal Utilityman I	784				
10J	Swamper <sup>2</sup>	756				
	Light Equipment Operator	727	<del>\$13.49</del>	<del>\$14.17</del>	<del>\$14.86</del>	<del>\$15.61</del>
	Gardener II	718				
	Parks Caretaker II	743				
	Weather Crew Leader	604				
	Refuse Disposal Utilityman II	782				
11J	Gardener III	716	<del>\$14.17</del>	<del>\$14.86</del>	<del>\$15.61</del>	<del>\$16.39</del>
	Transit Route Inspector	772				
12J	Lead Weigh Station Attendant	797	<del>\$14.86</del>	<del>\$15.61</del>	<del>\$16.39</del>	<del>\$17.21</del>
	Bus Driver Operator <sup>1</sup>	771				
13J	Bus Operator <sup>2</sup>	771				
	Hosteler		<del>\$15.61</del>	<del>\$16.39</del>	<del>\$17.21</del>	<del>\$18.07</del>
14J	Utilityman I	765	<del>\$16.39</del>	<del>\$17.21</del>	<del>\$18.07</del>	<del>\$18.97</del>

<sup>1</sup> Effective upon signing through 12/31/02

<sup>2</sup> Effective 1/1/2003



15J	Meter Reader	741	<del>\$17.21</del>	<del>\$18.07</del>	<del>\$18.87</del>	<del>\$19.93</del>
	Assistant Parts Warehouseman	702				
	Equipment Serviceman I	712				
	Port maintenance Man I	748				
	Utilityman II	766				
16J	Lead Meter Reader	762	<del>\$18.07</del>	<del>\$18.97</del>	<del>\$19.93</del>	<del>\$20.93</del>
	Port Maintenance Man II	749				
	Body Repairman II	701				
	Equipment Serviceman II	767				
	Field Serviceman I	770				
	Meter Installer Repairman/Helper	740				
17J	Residential Refuse Equipment Operator	700	<del>\$18.97</del>	<del>\$19.93</del>	<del>\$20.93</del>	<del>\$21.97</del>
	Refuse Repair Technician	792				
	Sideloader Operator	759				
	Loadpacker Operator	728				
	Field Service Journeyman	769				
	Body & Paint Man	704				
	Journeyman Utilityman	726				
	Refuse Disposal Technician	784				
	Journeyman Craftsman	723				
	Journeyman Mechanic	732				
	Port Maintenance Journeyman	750				
	Meter Installer Repairman	739				
	Medium Equipment Operator	738				
	Parks Caretaker Operator	744				
18J	Commercial Refuse Equipment Operator	753	<del>\$19.93</del>	<del>\$20.93</del>	<del>\$21.97</del>	<del>\$23.07</del>
	Parks Foreman (Working)	745				
	Treatment Plant Operator I	757				
	Parks Warehouseman					
	Journeyman	746				
	Warehouseman Journeyman	763				
	Refuse Disposal Technician II	785				
	Mechanic Leadman	734				
	Heavy Equipment Operator					
	Journeyman	721				
	Mechanic Machinists	735				
	Mechanic Welder	736				
	Utility Inspector	764				
	Heavy Equipment Operator	720				
	Refuse Equipment Operator	753				
	Journeyman Craftsman Leadman	725				
	Port Maintenance Leadman	751				
	Refuse Disposal Utilityman III	783				
19J	Treatment Plant Operator	758	<del>\$20.91</del>	<del>\$21.96</del>	<del>\$23.06</del>	<del>\$24.21</del>
	Expeditor	714				
	Journeyman Crafts Foreman	724				
	Maintenance Foreman	729				

_____	Mechanic Foreman	733
_____	Mechanic Foreman/Working	774
_____	Port Maintenance	
_____	Foreman (Working)	788
_____	Equipment Operators Technician	711
_____	Field Service Foreman	715
_____	Airport Maintenance Technician	787
_____	Street and Sewer Inspector	755
_____	Heavy Equipment	
_____	Operator Leadman	722
_____	Refuse Disposal Leadman	786
_____	Refuse Leadman	754

20J	Refuse Collection Foreman (Working)	790	<del>\$21.97</del>	<del>\$23.07</del>	<del>\$24.23</del>	<del>\$25.44</del>
	Refuse Disposal					
_____	Foreman (Working)	791				
_____	Treatment Plant Senior Operator	760				
_____	Building inspector	705				
_____	Electrical Inspector	710				
_____	Mechanical inspector	737				
_____	Treatment Instrument Systems					
_____	Technician	775				

21J	Treatment Plant Operator (Foreman)	789	<del>\$23.07</del>	<del>\$24.23</del>	<del>\$25.44</del>	<del>\$26.71</del>
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22J	Building Inspector Foreman (Working)	793	<del>\$24.23</del>	<del>\$25.44</del>	<del>\$26.71</del>	<del>\$28.04</del>
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#### Article 12.2 January 1, 2002, Wage Schedule

This wage schedule is effective January 1, 2002.

Grade	Step 1	Step 2	Step 3	Step 4
<u>9</u>	<u>\$ 13.21</u>	<u>\$ 13.87</u>	<u>\$ 14.57</u>	<u>\$ 15.28</u>
<u>12T</u>	<u>\$ 14.51</u>			
<u>12</u>	<u>\$ 15.28</u>	<u>\$ 16.05</u>	<u>\$ 16.85</u>	<u>\$ 17.70</u>
<u>17</u>	<u>\$ 19.51</u>	<u>\$ 20.49</u>	<u>\$ 21.52</u>	<u>\$ 22.59</u>
<u>18</u>	<u>\$ 20.49</u>	<u>\$ 21.52</u>	<u>\$ 22.59</u>	<u>\$ 23.72</u>
<u>19</u>	<u>\$ 21.52</u>	<u>\$ 22.59</u>	<u>\$ 23.72</u>	<u>\$ 24.92</u>
<u>20</u>	<u>\$ 22.59</u>	<u>\$ 23.72</u>	<u>\$ 24.92</u>	<u>\$ 26.16</u>

**Article 12.3 July 1, 2002, Wage Schedule**

This wage schedule reflects a four (4) percent increase over the wage schedule in Article 12.2.  
This wage schedule is effective July 1, 2002.

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>9</u>	<u>\$ 13.74</u>	<u>\$ 14.42</u>	<u>\$ 15.15</u>	<u>\$ 15.89</u>
<u>10</u>	<u>\$ 14.42</u>	<u>\$ 15.15</u>	<u>\$ 15.89</u>	<u>\$ 16.69</u>
<u>12T</u>	<u>\$ 15.09</u>			
<u>12</u>	<u>\$ 15.89</u>	<u>\$ 16.69-</u>	<u>\$ 17.52-</u>	<u>\$ 18.41-</u>
<u>13T</u>	<u>\$ 15.87</u>			
<u>13</u>	<u>\$ 16.69</u>	<u>\$ 17.52</u>	<u>\$ 18.41</u>	<u>\$ 19.32</u>
<u>17</u>	<u>\$ 20.29</u>	<u>\$ 21.31</u>	<u>\$ 22.38</u>	<u>\$ 23.49</u>
<u>18</u>	<u>\$ 21.31</u>	<u>\$ 22.38</u>	<u>\$ 23.49</u>	<u>\$ 24.67</u>
<u>19</u>	<u>\$ 22.38</u>	<u>\$ 23.49</u>	<u>\$ 24.67</u>	<u>\$ 25.92</u>
<u>20</u>	<u>\$ 23.49</u>	<u>\$ 24.67</u>	<u>\$ 25.92</u>	<u>\$ 27.21</u>

**Article 12.4 July 1, 2004, Wage Schedule**

This wage schedule reflects a three (3) percent increase over the wage schedule in Article 12.3.  
This wage schedule is effective July 1, 2004.

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>10</u>	<u>\$ 14.85</u>	<u>\$ 15.60</u>	<u>\$ 16.37</u>	<u>\$ 17.19</u>
<u>13T</u>	<u>\$ 16.35</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>13</u>	<u>\$ 17.19</u>	<u>\$ 18.05</u>	<u>\$ 18.96</u>	<u>\$ 19.90</u>
<u>17</u>	<u>\$ 20.90</u>	<u>\$ 21.95</u>	<u>\$ 23.05</u>	<u>\$ 24.19</u>
<u>18</u>	<u>\$ 21.95</u>	<u>\$ 23.05</u>	<u>\$ 24.19</u>	<u>\$ 25.41</u>
<u>19</u>	<u>\$ 23.05</u>	<u>\$ 24.19</u>	<u>\$ 25.41</u>	<u>\$ 26.70</u>
<u>20</u>	<u>\$ 24.19</u>	<u>\$ 25.41</u>	<u>\$ 26.70</u>	<u>\$ 28.03</u>

**SECTION ~~ARTICLE~~ 13 TERMS OF AGREEMENT, RENEGOTIATION****Article 13.1 Effective Date and Duration**

The Agreement will be effective from date of ratification by both parties as required by AMC 3.70.130A. This Agreement shall expire at midnight on ~~December 31, 1997~~ June 30, 2005.

**Article 13.2 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 any party wishes to negotiate a successor agreement and properly notifies the other parties, all parties must participate in the negotiations. Negotiations must commence at least ninety (90) days before the expiration date of this Agreement. If no party properly notifies the other party of an intent to negotiate a successor agreement, this Agreement shall be automatically renewed for a period of one (1) year from its expiration date and for successive periods of one (1) year each for so long as there is no proper notification of an intent to negotiate a successor to this Agreement.

**MUNICIPALITY OF ANCHORAGE**

**TEAMSTERS, LOCAL 959**

Debra English  
Municipal Personnel Director

Michael McKenna  
Business Representative

Gary Taylor, Superintendent  
Public Transportation Department

Jerry Hood, Local 959  
Secretary/Treasurer

Joel Grunwaldt, Director  
Solid Waste Services

David K. F. Otto  
Employee Relations Director

George Wuerch  
Mayor

ATTEST:

---

Greg Moyer

**CERTIFICATION**

I certify that the foregoing Agreement was ratified by a majority vote of the members of the Anchorage Assembly, at a properly called meeting on the \_\_\_\_ day of \_\_\_\_\_, 2002.

MUNICIPALITY OF ANCHORAGE

ATTEST:

\_\_\_\_\_  
Greg Moyer

DATED:\_\_\_\_\_

Its

**CERTIFICATION**

I certify that the foregoing Agreement was ratified by a majority of the members of the bargaining unit present and voting at properly called meetings on the \_\_\_\_ day of \_\_\_\_\_, 2002

TEAMSTERS, LOCAL 959

DATED:\_\_\_\_\_

Its

# APPENDIX A

## Municipality of Anchorage

### Driving Conviction Guidelines

The following is the minimum standard for consideration for Municipal positions that require driving in order to perform the essential 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.

## APPENDIX B

## Union Seniority Tie-Breaker

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

|



**APPENDIX C**

**LETTER OF AGREEMENT  
LOA Local 959 - 01, 2002  
Between the  
MUNICIPALITY OF ANCHORAGE (MOA)  
And the  
TEAMSTERS, LOCAL 959 (Local 959)**

**RE: MOA Health Care Plan**

The parties to this Agreement have successfully negotiated a new collective bargaining agreement (CBA) for Municipal employees represented by the Teamsters, Local 959. The parties have agreed to maintain the existing 2002 AJCC MOA Health Care Plan in effect for eligible employees through December 31, 2002, under the conditions outlined below.

Effective January 1, 2003, through collective bargaining, the parties have negotiated health coverage for eligible bargaining unit members under the Municipal Health Flex Plan. The provisions relating to the Municipal Health Flex Plan are identified in Article 6, Benefits of the July 1, 2002 through June 30, 2005 Teamsters, Local 959 and Municipality of Anchorage collective bargaining Agreement.

The 2002 MOA AJCC Health Care Plan maintained and offered to eligible employees from the date of signing of this Agreement through December 31, 2002, is as follows:

**A. Health Care Plan**

A plan of medical, audio, vision and dental benefits shall be made available to eligible employees under a comprehensive medical plan with a required hospital and prescription drug Preferred Provider Organization (PPO). The plan includes the cost containment features of hospitalization utilization review, out-patient surgical review, individual case management, and the managed mental health program. The plan of benefits can be modified by written agreement of the parties.

**B. MOA and Employee Health Care Contribution**

The Municipality will contribute a base monthly amount of \$713.90 per month per eligible employee for health insurance coverage for the employee and their eligible dependents.

The employee's co-pay will be \$17.97 per month.

**C. Eligibility**

Full-time and part-time employees may be eligible to participate in health, life and disability programs subject to the provisions of the plan. Part-time employees must be scheduled to work a minimum of 20 hours each week to participate in this program.

**D. Life Insurance**

Basic life insurance coverage, including accidental death and dismemberment, in the amount of \$15,000 will be provided for each covered employee at Municipal expense.

The employee will have the option of purchasing \$15,000, \$30,000 or \$45,000 in supplemental life and accidental death and dismemberment coverage.

The Municipality's premium for the \$15,000 basic life insurance it provides will be \$6.41 per month.

The premium for any supplemental coverage shall be paid by the employee through payroll deduction.

**E Short Term Disability**

Short Term Disability coverage does not cover employees off work on Workmen's Compensation injuries.

Short term disability coverage in an amount equal to 1% of the employee's annual salary to a maximum of \$300.00 per week is available to covered employees enrolled in the life insurance program. This coverage is provided at the employee's expense.

F. This agreement is effective upon signing and expires December 31, 2002.

This agreement is entered into this \_\_\_\_ day of June 2002.

**FOR THE  
MUNICIPALITY OF ANCHORAGE**

**FOR THE  
TEAMSTERS, LOCAL 959**

\_\_\_\_\_  
Debra English  
Municipal Personnel Director

\_\_\_\_\_  
Mike McKenna, Business Agent  
Teamsters, Local 959

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX D

**LETTER OF AGREEMENT  
LOA LOCAL 959 – 02, 2002  
Between the  
MUNICIPALITY OF ANCHORAGE  
And The  
TEAMSTERS, LOCAL 959**

**RE: Implementation of 2002 Collective Bargaining Agreement**

The parties to this new collective bargaining agreement (CBA) have agreed to implementation of the following provisions as follows:

**A. Article 4.1.2 Birthday Holiday Transition to Personal Holiday**

1. Upon ratification of this Agreement, any current regular employee whose birthday falls between ratification of this new Agreement and December 31, 2002 shall be entitled to their birthday holiday if their birthday falls after ratification and December 31, 2002. If the employee is directed to work on their birthday they shall be entitled to pay for their birthday worked.
2. Any new regular employee hired after ratification of this agreement shall be entitled to a birthday holiday if the employees' birthday occurs between their hire date and December 31, 2002.

**B. Article 5.1 Lump Sum Payments July 2003 – June 2004**

1. Lump sum payments for eligible regular and seasonal employees are issued only for the period of July 2003 through June 2004.
2. Temporary Employees are not eligible for lump sum payments.
3. To be eligible for the July 2003 through June 2004 monthly lump sum payment the regular or seasonal employee must have been in pay status at least one workday in the preceding month during the covered period. If a regular employee is in full injury leave or full leave without pay the previous month in the covered period the employee would not be eligible for the lump sum payment that month. If a seasonal or regular employee was hired August 31, 2003, the employee would be eligible for a lump sum September 2003.
4. Lump sum payments are added to the regular pay warrant and are reflected in the 2<sup>nd</sup> pay period in the month during the covered period.
5. The first lump sum payments will be issued July 2003; the final lump sum payments will be issued June 2004.

**C. Article 8.5 Uniforms, Special Clothing, And Required Safety Footwear**

1. Article 8.5 does not apply to temporary or seasonal employees.
2. Any current employee who the MOA has determined is required to have safety footwear and who has **not** received reimbursement for safety footwear in the twelve (12) months preceding the effective date of the new CBA, shall be eligible for safety footwear under Article 8.5 following the effective the date of the new CBA. The date the new safety footwear reimbursement is made shall constitute the beginning of the 24-month period.
3. Any current employee who has received reimbursement for safety footwear in the twelve (12) months preceding the effective date of the new CBA shall not be eligible for the new footwear reimbursement until 12 months following the employee's last reimbursement. The date the new safety footwear reimbursement is made shall constitute the beginning of the 24-month period.

**D. Article 12.1 Classifications**

1. Effective July 2, 2002, the MOA shall create a new classification titled Residential Refuse Equipment Operator at Range 17. This new class will primarily perform residential collection.
2. Effective July 2, 2002, the existing classification of Refuse Equipment Operator shall be re-titled Commercial Refuse Equipment Operator. This class will primarily perform commercial collection.
3. PCN 5687 filed by Employee (ID #24673) performs residential collection. Effective July 2, 2002, PCN 5687 shall be reclassified from Range 18, Refuse Equipment Operator to Range 17, Residential Refuse Equipment Operator. Employee (ID #24673) shall be demoted effective July 2, 2002, and his salary shall be frozen until he leaves the position or wage increases exceed the frozen salary. Employee (ID #24673) shall not receive future wage increases while on frozen pay status.
4. Effective January 1, 2003, the classification of Bus Operator will move from Range 12 to Range 13.
5. Effective January 1, 2003, the classification of Swamper will move from Range 9 to Range 10.
6. Employees in positions with upward range changes as identified in #'s 4 and 5 above, shall be placed at the same step in the new range that they occupy in the old range.

7. Bus Operators in frozen pay status as of June 30, 2002, shall receive the four (4) percent increase effective July 1, 2002.
8. Effective January 1, 2003, Bus Operators in frozen pay status shall be unfrozen concurrent with the upward range change from Range 12 to 13 for the Bus Operator classification. Bus Operators previously in frozen pay status shall be placed at Step 4 in Range 13 effective January 1, 2003.

**FOR THE MUNICIPALITY**

**FOR THE TEAMSTERS, LOCAL 959**

\_\_\_\_\_  
Debra English  
Municipal Personnel Director

\_\_\_\_\_  
Michael McKenna  
Business Agent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Municipality of Anchorage  
MUNICIPAL CLERK'S OFFICE  
**Agenda Document Control Sheet**

*AD 2002-104*

(SEE REVERSE SIDE FOR FURTHER INFORMATION)

<b>1</b>	SUBJECT OF AGENDA DOCUMENT <b>Ratifying a Three Year Collective Bargaining Agreement Between the MOA and the Teamsters, Local 959 Bargaining</b>	DATE PREPARED	
	Unit	Indicate Documents Attached <input checked="" type="checkbox"/> AO <input type="checkbox"/> AR <input checked="" type="checkbox"/> AM <input type="checkbox"/> M	
<b>2</b>	DEPARTMENT NAME <b>Employee Relations</b>	DIRECTOR'S NAME <b>David Otto</b>	
<b>3</b>	THE PERSON THE DOCUMENT WAS ACTUALLY PREPARED BY <b>Debi English</b>	HIS/HER PHONE NUMBER <b>x4571</b>	
<b>4</b>	<b>COORDINATED WITH AND REVIEWED BY</b>	<b>INITIALS</b>	<b>DATE</b>
<input checked="" type="checkbox"/>	<b>Mayor</b>	<i>[Signature]</i>	
	Heritage Land Bank		
	Merrill Field Airport		
	Municipal Light & Power		
	Port of Anchorage		
	Solid Waste Services		
	Water & Wastewater Utility		
<input checked="" type="checkbox"/>	<b>Municipal Manager</b>	<i>[Signature]</i>	<b>6/24/02</b>
	Cultural & Recreational Services		
<input checked="" type="checkbox"/>	<b>Employee Relations</b>	<b>DKFB</b>	<b>6/24/02</b>
	Finance, Chief Fiscal Officer		
	Fire		
	Health & Human Services		
<input checked="" type="checkbox"/>	<b>Office of Management and Budget</b>	<b>CF</b>	<b>6/24/02</b>
	Management Information Services		
	Police		
	Planning, Development & Public Works		
	Development Services		
	Facility Management		
	Planning		
	Project Management & Engineering		
	Street Maintenance		
	Traffic		
	Public Transportation Department		
	Purchasing		
<input checked="" type="checkbox"/>	<b>Municipal Attorney 1215</b>	<i>[Signature]</i>	<b>6/24/02</b>
	<b>Municipal Clerk</b>		
	<b>Other</b>		
<b>5</b>	<b>Special Instructions/Comments</b>  <i>Addressed 9.F. Introduction</i>		
<b>6</b>	ASSEMBLY HEARING DATE REQUESTED <b>JUN 25, 2002</b>	<b>7</b>	PUBLIC HEARING DATE REQUESTED <b>JULY 16, 2002</b>

2002 JUN 25 AM 7:54  
 H.O.A.  
 CLERK'S OFFICE