

Submitted by: Chair of the Assembly at  
The Request of the Mayor  
Prepared by: Employee Relations Dept  
Reading Date: October 15, 2002

**CLERK'S OFFICE**  
**APPROVED**  
Date: 10-29-02  
IMMEDIATE RECONSIDERATION ANCHORAGE, ALASKA  
FAILED 10-29-02 AO NO. 2002-156

**AN ORDINANCE APPROVING A THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302**

WHEREAS, the Anchorage Municipal Code requires Assembly approval of any negotiated collective bargaining agreement; and

WHEREAS, the Administration and the International Union of Operating Engineers, Local 302 have reached agreement for a three year collective bargaining agreement effective upon ratification by the members and approval by the Assembly; and

WHEREAS, the Administration and the International Union of Operating Engineers, Local 302 recommend approval of the 2002 – 2005 International Union of Operating Engineers, Local 302 collective bargaining agreement; and

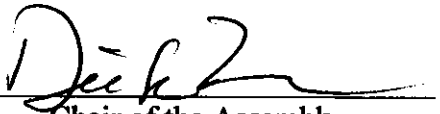
WHEREAS, the International Association of Operating Engineers, Local 302 membership voted on October 9, 2002, and ratified the proposed collective bargaining Agreement; now therefore,

THE ANCHORAGE ASSEMBLY ORDAINS:

**Section 1.** The collective bargaining agreement between the Municipality of Anchorage and the International Union of Operating Engineers, Local 302, 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 29<sup>th</sup> day of October, 2002.

  
Chair of the Assembly

ATTEST:

  
Municipal Clerk

**MUNICIPALITY OF ANCHORAGE**  
**Summary of Economic Effects - General Government**

AO Number: 2002-156 Title: **AN ORDINANCE APPROVING AND RATIFYING A THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 BARGAINING UNIT**

Sponsor: Employee Relations Department  
Preparing Agency: Employee Relations  
Others Impacted: Street Maintenance

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**CHANGES IN EXPENDITURES AND REVENUES:** (in thousands)

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	FY02*	FY03	FY04	FY05**	FY06
Operating Expenditures					
1000 Personal Services	\$104	\$303	\$538	\$707	\$
2000 Supplies					
3000 Other Services					
4000 Debt Service					
5000 Capital Outlay					
<b>TOTAL DIRECT COSTS:</b>	<b>\$104</b>	<b>\$303</b>	<b>\$538</b>	<b>\$707</b>	<b>\$</b>
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
<b>FUNCTION COST:</b>					
<b>REVENUES:</b>					
<b>CAPITAL:</b>					
<b>POSITIONS: FT/PT and Temp.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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**PUBLIC SECTOR ECONOMIC EFFECTS:**

**Notes:**

- When compared to the base, the overall cost for this contract over its life, for General Government, is \$1,652,848
- Projected Injury Leave savings for all affected Municipal departments from November 4, 2002, through December 31, 2005, has been calculated at \$36,543
- Projected savings in health insurance premium costs for January 1, 2003, through December 31, 2005, have been calculated at \$1,390,032 for all affected Municipal Departments and is reflected in the total cost of the contract

\* 2002 costs have been calculated for November 4, 2002, through December 31, 2002

\*\* 2005 costs have been calculated through the expiration of the contract, December 31, 2005

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**PRIVATE SECTOR ECONOMIC EFFECTS:**

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Prepared by: Debra English, Municipal Personnel Director

Telephone: 343-4423

Validated by OMB: \_\_\_\_\_

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

Approved by: \_\_\_\_\_

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

David Otto, Employee Relations Director

Approved by: \_\_\_\_\_

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

Harry Kielsing, Municipal Manager

**MUNICIPALITY OF ANCHORAGE**  
**Summary of Economic Effects - Utilities**

AO Number: 2002-156 Title: **AN ORDINANCE APPROVING AND RATIFYING A THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 BARGAINING UNIT**

Sponsor: Employee Relations Department  
Preparing Agency: Employee Relations  
Others Impacted: Solid Waste Services, Port, Merrill Field

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**CHANGES IN EXPENDITURES AND REVENUES:** (in thousands)

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	FY02*	FY03	FY04	FY05**	FY06
Operating Expenditures					
1000 Personal Services	\$55	\$169	\$303	\$384	\$
2000 Supplies					
3000 Other Services					
4000 Debt Service					
5000 Capital Outlay					
<b>TOTAL DIRECT COSTS:</b>	<b>\$55</b>	<b>\$169</b>	<b>\$303</b>	<b>\$384</b>	<b>\$</b>
Add: 6000 Charges from Others					
Less: 7000 Charges to Others					
<b>FUNCTION COST:</b>					
<b>REVENUES:</b>					
<b>CAPITAL:</b>					
<b>POSITIONS: FT/PT and Temp.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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**PUBLIC SECTOR ECONOMIC EFFECTS:**

**Notes:**

- When compared to the base, the overall cost of this contract over its life for Municipality Utilities is \$911,549
- Projected Injury Leave savings for all affected Municipal departments from November 4, 2002, through December 31, 2005, has been calculated at \$36,543
- Projected savings in health insurance premium costs for January 1, 2003, through December 31, 2005, have been calculated at \$1,390,032 for all affected Municipal Departments and is reflected in the total cost of the contract

\* 2002 costs have been calculated for November 4, 2002, through December 31, 2002

\*\* 2005 costs have been calculated through the expiration of the contract, December 31, 2005

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**PRIVATE SECTOR ECONOMIC EFFECTS:**

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Prepared by: Debra English, Municipal Personnel Director

Telephone: 343-4423

Validated by OMB: \_\_\_\_\_

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

Approved by: \_\_\_\_\_  
David Otto, Employee Relations Director

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

Approved by: \_\_\_\_\_  
Harry Kieling, Municipal Manager

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

# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

No. AM 906 -2002

Meeting Date: October 29, 2002

**From: Mayor**

**Subject: AN ORDINANCE APPROVING A THREE YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 BARGAINING UNIT**

The Municipality of Anchorage (MOA) has reached a tentative agreement on a new three (3)-year contract with the International Union of Operating Engineers, Local 302 bargaining unit. On October 9 2002, the Union of Operating Engineers, Local 302 membership voted to ratify the proposed contract. When compared to the base cost for the bargaining unit, the overall cost of the three year contract, less projected savings is \$2,527,854. The Administration recommends Assembly approval of the proposed contract.

Highlights of the Union of Operating Engineers, Local 302 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
- Employees moved from expensive AJCC Health Plan to Operating Engineers, Local 302 Union Health Plan at a savings to the MOA of \$1.3 million dollars for the period of January 1, 2003 through December 31, 2005
- 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 \$36,543.
- November 4, 2002, four (4) percent increase in wages
- January 2004 two (2) percent increase in wages
- March 2005 two (2) percent increase in wages
- Service Recognition rolled out over three (3) years
- MOA contribution into Union pension of \$1.00 per hour worked

- Twelve Light Equipment Operators move up one range for a five (5) percent increase in July 2004

THE MUNICIPALITY RESPECTFULLY RECOMMENDS APPROVAL OF THE UNION OF OPERATING ENGINEERS, LOCAL 302 RATIFIED COLLECTIVE BARGAINING AGREEMENT.

Prepared by: Debi English, Municipal Personnel Director

Concur: Harry J. Kieling, Jr., Municipal Manager

Respectfully Submitted: George P. Wuerch

# 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.

# **LABOR CONTRACT**

**Between the**  
**MUNICIPALITY OF ANCHORAGE**  
**And the**  
**INTERNATIONAL UNION OF**  
**OPERATING ENGINEERS,**  
**LOCAL 302**

**October 30, 2002 to December 31, 2005**



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## OPERATING ENGINEERS, LOCAL 302

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## **OPERATING ENGINEERS, LOCAL 302**

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**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 International Union of Operating Engineers, Local 302, 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 workweek.

**Article 2.3.14 Part-Time Employee**

An employee normally scheduled to work less than forty (40) hours in a workweek. 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.

**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 2.3.156 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 workload temporarily creates a requirement for additional help, or in the event of an emergency or unanticipated situation, or to relieve regular employees during absences. Temporary employees may be used to fill 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.



## OPERATING ENGINEERS, LOCAL 302

~~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 2.3.4920 **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 2.3.242 **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 workweek 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:

## OPERATING ENGINEERS, LOCAL 302

<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
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<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
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<b>Health and Human Services</b>	One Steward at Weatherization
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<b>Street Maintenance Public Works</b>	Two Stewards at Kloop Station
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<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 Services</b>	Three Two Stewards within the Department
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<b>Building Safety</b>	One Steward
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<b>Public Transportation</b>	Two Stewards at Operations
	Two Stewards at Maintenance

### 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

## OPERATING ENGINEERS, LOCAL 302

~~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 2.11.76 **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 2.11.87 **Bulletin Boards**

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

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

The Union has the right to maintain a Union leave bank through donations of annual leave from Union employees. The use of Union leave shall be at the sole discretion of the Union. Authorization for the use of Union leave shall be by the Union's Business Manager or designee in writing. The Union shall identify such designee(s) in writing. Time off on Union leave shall be scheduled with the employees' supervisor. Time off on Union leave shall not count as hours worked for the purpose of determining overtime eligibility within the workweek.

At the request of the Union, the Municipality will provide an accounting of the leave balance in the bank.

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

**Article 2.15 Successors and Assigns**

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

**Article 2.176 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 2.187 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 2.198 **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 birthday or floater holidays.
- 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 cannot be completed within the six (6) month period.
- C. **Temporary Hire Process:** The Municipality agrees to hire Temporary Employees in accordance with Article 3.1.
- D. **Other Provisions of the Agreement.** Temporary Employees shall be paid the hourly wage rate for the classification in which they are working. Temporary

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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.

**SECTIONARTICLE 3**  
**HIRING, PROMOTION, DEMOTION, AND TERMINATION OF EMPLOYMENT**

**Article 3.1 Hiring Procedures**

- A. ~~The Affiliate Unions 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 Unions 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 Unions 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 Unions.~~
- C. ~~The Employer MOA retains the right to reject any job applicant referred by the Affiliate Unions.~~
- 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 Unions, 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, bidding shifts including days of work, and for other purposes deemed appropriate by the department head including the bidding of shifts. The department head shall request employees' preference for bidding shifts but retains the right to assign shifts for business reasons. For example, the department head may assign shifts if the appropriate skill levels are not present within a shift. If the department head assigns shifts based on business reasons such decision is not grievable. If any number of employees share the same term of service date, the tie shall be broken by applying the Union tie breaker formula in Appendix B.
- (C.) The MOA shall provide to each ~~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, affected for the good of the service, without the consent of the employee, must be approved in advance by the Director. The agency heads concerned shall initially furnish an explanation in writing of the reasons for the change or transfer, and the employee will receive two weeks' notice, unless the circumstances prohibit notice or the employee waives the notice requirement.

(6.) **Employee Application For Transfer Or Promotion To Fill An Announced Vacancy:** An employee who applies for a transfer, promotion, examination or placement on any eligible list shall submit a 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.) 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;

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- (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.

**SECTION ARTICLE 4**  
**SCHEDULING AND TIME OFF HOLIDAYS 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 4.21.2 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 employees working shall accrue a personal holiday as follows:~~

- A. Regular full time employees working a five (5) day eight (8) hour shift shall accrue an eight (8) hour personal holiday.
- B. Regular full time employees working a four (4) day ten (10) hour shift shall accrue a ten (10) hour personal holiday.
- C. Regular full time employees working a 9-80's schedule shall accrue a nine (9) hour personal holiday.
- D. 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 and work schedule 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 4.2.14 Holiday Falling on a Regular Day Off**

For employees scheduled to work on a Monday through Friday schedule, when a recognized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. For these employees, when a recognized holiday falls on a Sunday, the Monday following shall be recognized as the holiday. For employees working other than a Monday through Friday schedule, when the recognized holiday falls on the employee's first day off, the preceding, scheduled workday shall be recognized as the holiday. When the holiday falls on the employee's second day off, the following scheduled workday shall be recognized as the holiday.

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

**Article 4.2.25 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 4.2.4 Holiday Pay Conversion to Leave**

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

Article 4.3 ~~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 4.3.21 **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>-</u>	<u>1.86 hours per pay period</u>
<u>11 - 19 years of service</u>	<u>-</u>	<u>2.62 hours per pay period</u>
<u>20 + years of service</u>	<u>-</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 section.

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 to the Union Leave Bank. The difference between the hours taken and

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eighty (80) hours shall be subtracted from the employees' annual leave accounts at the end of the year and deposited in the Union leave bank.

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 to the Union Leave Bank for the conduct of Union business.

### G. **Leave Used for Travel Outside the State**

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

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

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

#### **Article 4.3.43 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 (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 November 4, 2002.**

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

~~1. Full time and Part-time employees hired after April 25, 1995; and before November 4, 2002, 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;~~

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- ~~e) 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 November 4, 2002, 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. 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.

~~1~~B. An employee who is absent shall inform his immediate supervisor of the fact and reason therefore as soon as possible, and failure to do so within a reasonable time may be cause for disciplinary action. Compensation for sick leave shall be made when leave is used. Advanced compensation for sick leave shall not be made unless approved in advance by the Director.

~~2~~C. The Employer may require a doctor's certificate before approving sick leave pay, certifying that the employee was ill or injured, verifying the nature and extent of the illness and injury and the employee's inability to perform his or her normal duties. The same type of doctor's certificate may be required for an absence to attend to an employee's immediate family member.

~~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 workweek. 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.

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- 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.

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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.

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

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

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

(3.) At the end of one (1) year following the date of the original injury; 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 ~~four~~ 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**

- ~~(1A.)~~ **Requirements:** Medical leave without pay for non-occupational disability shall may be granted only:
  - (a1.) 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
  - (b2.) 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.
- ~~(2B.)~~ **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)C.~~ **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)D. **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.

(2) — **Article 4.15 Educational Leave Without Pay**

(1A.) 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:

(a1.) Such education will be of benefit to the Municipality;

(b2.) The employee has been employed by the Municipality for at least two (2) years;

(c3.) The employee has exhausted all of his annual leave and converted the maximum permissible amount of sick leave to annual leave;

(d4.) The agency head has certified that employee's absence is unlikely to have a serious effect upon the agency's performance; and

(e5.) No educational assistance shall be provided to an employee on educational leave without pay.

(2B.) A maximum of one (1) year may be granted for educational leave without pay.

(3C.) **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.

(4D.) **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**

(1A.) **Requirements:** The Director of Employee Relations, or his designee, may grant personal leave without pay to employees who request such leave when:

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- | (~~AB.~~) The employee has stated a legitimate personal reason on his/her leave request application; and
- | (~~i~~)1. The agency certifies that the agency is able to perform adequately if the leave is granted;
- | (~~ii~~)2. 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.
- | (~~iii~~)3. 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
- | (~~iv~~)4. 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.
- | (~~2C.~~) **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**

- | (~~4A.~~) **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.
- | (~~2B.~~) **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.
- | (~~3C.~~) **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.
- | (~~4D.~~) No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of his or her position be assigned to another employee.

### Article 4.18 **Family Leave**

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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. ~~4.~~ 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 entitlements shall run concurrently.

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

- A. Pursuant to the Federal Family Medical Leave Act, 2. ~~Aan~~ an eligible employee shall be entitled to a total of 12 workweeks 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.;~~
  - e3. ~~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.~~

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### ~~3. Extended Eligibility.~~

~~B. Pursuant to the Alaska Family Leave Act, 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 A (3) and A (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

~~4A. 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.B. Prior to returning to work, employees who have been on Family Leave due to their own serious health condition shall present a certificate from the employee's health care provider that the employee is able to resume work.~~

### Article 4.18.3Measuring 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).~~

### Article 4.18.4Coordination with Other Leave

~~4A. Employees requesting Family Leave shall first exhaust their accrued annual and sick leave before utilizing leave without pay. However, at the employee's~~

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# Municipality of Anchorage



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### Content Manager

#### New Check In

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## Work Flow History Report

AO 2002-156

### Workflow History

Workflow Name	Action Date	Action	User	Security Group	Content ID	F
AllOrdinanceWorkflow	10/14/02 3:24 PM	Checkin	englishde	Public	000304	(
ER_SubWorkflow	10/14/02 3:47 PM	Approve	ottodk	Public	000304	(
OMB_SubWorkflow	10/15/02 1:50 PM	Approve	frascacl	Public	000304	(
Legal_SubWorkflow	10/15/02 1:54 PM	Approve	wheelerda	Public	000304	(
MuniManager_SubWorkflow	10/16/02 1:12 PM	Approve	kielinghj	Public	000304	(
MuniMgrCoord_SubWorkflow	10/16/02 1:18 PM	Approve	bealejl	Public	000304	(

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