

Submitted by: Chair of the Assembly at the
Request of the Mayor
Prepared by: Dept. of Law
For reading: August 30, 2011

FAILED 8/30/11

**ANCHORAGE, ALASKA
AR No. 2011-219(S)**

**A RESOLUTION FOR REVIEW AND APPROVAL OF ARBITRATOR'S
RECOMMENDED LABOR AGREEMENT BETWEEN THE MUNICIPALITY OF
ANCHORAGE AND THE PLUMBERS AND PIPEFITTERS LOCAL 367.**

WHEREAS, Anchorage Municipal Code section 3.70.110C10 requires Assembly approval of the arbitrator's decision in order for the decision to be final and binding; and

WHEREAS, the arbitrator for the Municipality of Anchorage/Plumbers and Pipefitters Local 367 labor agreement has prepared and transmitted his recommended labor agreement for the employees in the Plumbers and Pipefitters Local 367 to the Municipal Clerk; and

WHEREAS, the administration has provided a Summary of Economic Effects, the Factfinder's Report, the Arbitrator's Decision, and a copy of the proposed contract incorporating the arbitrator's decision with this resolution and its accompanying assembly memorandum; and

WHEREAS, approval of the arbitrator's decision approves the labor agreement, as tentatively agreed upon by the parties and amended by incorporation of the arbitrator's decision; and

WHEREAS, Assembly has 21 days from the date of transmittal to the Municipal Clerk within which to consider approving the decision; now, therefore,

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. The arbitrator's decision regarding the new labor agreement between the Municipality of Anchorage and the Plumbers and Pipefitters Local 367 is approved.

Section 2. This resolution shall be effective immediately upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2011.

Chair of the Assembly

ATTEST:

Municipal Clerk

BEFORE DOUGLAS J. SERDAHELY, FACT FINDER

In re Fact Finding Between:)
)
THE MUNICIPALITY OF ANCHORAGE,)
)
and)
)
PLUMBERS & PIPEFITTERS, LOCAL 367)
_____)

FACT FINDER'S REPORT

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I. INTRODUCTION

A fact-finding hearing in the above-captioned matter was held before the undersigned Fact Finder, pursuant to Anchorage Municipal Code, AMC 3.70.100. The Municipality of Anchorage ("MOA" or "Municipality") and the Plumbers & Pipefitters, Local 367 ("Union") appeared and participated in this hearing, which began on May 16, 2011 and continued until May 19, 2011.

At the hearing, the Municipality was represented by Assistant Municipal Attorney, D. Kenneth Ford. The Union was represented by attorney Charles A. Dunnagan. Representatives of both parties attended the hearing.

Eleven witnesses testified at the hearing for the parties.¹ The testimony was taken under oath. The witnesses were cross-examined by counsel for the opposing party.

The parties offered 17 joint exhibits at the hearing.² All 17 exhibits were admitted into evidence. The Union also submitted a binder entitled "Issue Presentations," organized by contract section numbers, as well as a binder entitled "AWWU Wage Comparisons." Both binders were admitted into evidence.

The parties presented closing arguments in post-hearing briefs, which were submitted on May 26 and 27, 2011.

Pursuant to AMC 3.70.100 B, the fact finder has the power to determine all relevant facts, including but not limited to: workload, productivity, economic feasibility, cost of living,

¹ The Union called the following witnesses: Dr. Stephen Colt, Bruce Gale, James Christenberry, Greg Walker, Joe Polowy and Robert Dundas.

The MOA called the following witnesses: Nancy Usera, Lisa Arnold, Lynn Clarke, Martha Nelson and Danielle Fegley.

² Exhibit Nos. 1-17.

the parties' bargaining history, relevant market comparisons in the public sector and the private sector (taking into account the cost of living in the markets compared), the employer's past practice and the impact on personnel or workplace morale.

Pursuant to AMC 3.70.100 B, the Fact Finder hereby submits the following findings of fact and recommendations on the issues presented in this matter.

II. DISCUSSION

Both parties stressed the importance of two key issues which could have the most financial impact on the new collective bargaining agreement ("CBA") currently being negotiated. Those issues relate to proposed wage increases and Cost of Living ("COL") adjustments during the contract term,³ and proposed changes to the wage scales in the form of a one-time "market-based wage adjustment."⁴ Since the resolution of these issues may impact the other issues under negotiation, the Fact Finder will address these issues first in this Report. Following the discussion on these issues, the Report will then address the remaining issues in the sequence in which they appear in the contract and the "Issue Presentations" binder.

A. General Findings.

Having heard the testimony of the witnesses at the hearing herein, the Fact Finder finds that this bargaining unit is composed of a highly talented and competent workforce which provides AWWU and the Municipality residents with quality water and waste treatment services. The workers appear to take their jobs seriously and to be proud of the work they perform for this utility. An example of the workers' competence and effective service is the absence of an "ADEC Boil Water Notice" issued to the Municipality, which ADEC issues to

³ Article 5.1.

⁴ Article 11.1 - 11.4.

waste and water treatment facilities in cities and villages in Alaska when such facilities fail to meet applicable standards.⁵ Another example is the fact that the workforce “cross-trains” to be able to perform multiple duties and positions at AWWU (the “Swiss Army Knife” approach).⁶ Such cross-training provides a better-trained, more versatile workforce. The MOA appears to recognize and appreciate the quality and competence of AWWU’s workforce.

The Fact Finder also finds that the parties and their counsel have engaged, and are engaging, in good faith negotiations regarding the proposed CBA under consideration. Prior to the hearing, the parties reached tentative agreement on many of the provisions of the new contract. During the hearing, the parties continued to negotiate over existing provisions in dispute, exchanged drafts of proposals and counterproposals, and reached tentative agreement on some of such provisions. The Fact Finder was impressed with the good faith efforts of both parties regarding this negotiation, and hopes that the instant Report will facilitate resolution of the remaining provisions in dispute.

B. Article 5.1 (Wage Rates) and Articles 11.1 - 4 (Wage Scales).

At the hearing and in their post-hearing briefs, the parties presented substantially different proposals on these two important wage-related issues. Regarding wage increases and COL adjustments (Article 5.1), the MOA proposed no increase during the first year of the new agreement, a 2 % COL increase during the second year and a COL increase equal to an average of the previous three years’ CPI-U , not to exceed 2%, in the third year of the contract term. The Union proposed no increases for the first two years of the new contract and an increase equal to

⁵ Exhibit 5.

⁶ Testimony of Greg Walker and Robert Dundas.

the average of the previous two years' CPI-U, with a minimum of 3% and a maximum of 5% increase, for the third year.

The Union's proposal on wage increases and COL adjustments, however, is linked to, and conditioned upon, its proposal for a one-time, market-based wage scale adjustment for all employees.⁷ Pursuant to this proposal, Step 1 of each pay range or grade would be increased. The increases would vary for each range. Thus, increases for Range 21 and lower Ranges would be \$5.00/hour or less. For Ranges 22 and 23, the increase would be \$8.00/hour. For Range 24, the increase would be \$9.00/hour.⁸ The MOA opposes any wage scale increase for this contract period.

The parties disagree on the overall cost of these and other proposals advanced at the hearing. The MOA estimates that the cost of the Union's proposed increases on these two wage provisions alone would amount to approximately a 30-35% increase in cost to the MOA.⁹ If all of the Union's proposals were granted, the MOA estimates it would cost the MOA an additional 45% above the cost of the current contract.¹⁰ The Union disputes these estimates, contends they ignore the 6.4% wage loss or "gap" the Union incurred since 2005,¹¹ and argues that in any event, when properly analyzed over the four years of the negotiations and new contract term, the "real" annual cost increase of its proposals would be 2.85% per year.¹²

⁷ Article 11.1 – 11.4.

⁸ Testimony of Greg Walker.

⁹ Testimony of Lisa Arnold; MOA brief at 9.

¹⁰ MOA brief at 34.

¹¹ Testimony of Dr. Stephen Colt; Union brief at 12-14.

¹² Union brief at 21.

1. Article 5.1 (Wage Rates).

At the hearing, the Union presented the testimony of Dr. Stephen Colt, an economist with the Institute of Social and Economic Research affiliated with UAA. Dr. Colt testified that the Union's contract increases from 2005 forward have not kept pace with the Anchorage CPI and that the Union would need a 6.4% wage increase to be equal to the CPI as of July 1, 2011. In so testifying, Dr. Colt assumed that the inflation rate for 2010 and 2011 would be 3.5%. He did not attempt to estimate this rate on his own, however, but used the same inflation rate which Buck Consultants used in their 2009 actuarial calculations for the State of Alaska's PERS/TERS retirement system. But Buck's assumption significantly overestimated the actual inflation rates which were experienced in Anchorage in 2009 (1.2%) and in 2010 (1.8%).¹³ While no evidence was presented at the hearing about the inflation rate in 2011, the Fact Finder finds that Dr. Colt's projected inflation rate of 3.5% for the next two years is likely too high. Accordingly, the Fact Finder accords no weight to Dr. Colt's testimony regarding the projected inflation rate.

2. Articles 11.1-4 (Wage Scales).

In support of their positions, particularly regarding the Union's proposed one-time market-based adjustment to the wage scale increases, the parties rely heavily on conflicting evidence of "comparables" or existing wage scales of other Alaska utilities' and entities' workforces. A discussion of such evidence follows below.

(a) Comparables.

The MOA's evidence included the testimony of Ms. Martha Nelson, Municipal Classification Analyst, and Exhibit 12, a chart summarizing various average wages for certain

¹³ Exhibit 4 (U.S. Department of Labor Statistics); MOA brief at 13 n.12.

job descriptions and incorporating both local and national wage data. Exhibit 12 shows variations in wages for different positions ranging from \$0.59/hour to \$5.45/hour.

The Union's evidence includes the testimony of Greg Walker and its binder of "AWWU Wage Comparisons," an impressive compilation of wage and job description data for ten Alaska utilities and entities. The Union argues that the most comparable utilities and wage scales are Enstar, Chugach Generation Plan, Chugach Outside Personnel, and ML&P.¹⁴ Focusing on Enstar only, the Union's evidence shows a difference in top wages between AWWU and Enstar employees for Grades 17 through 24 of between \$10.26/hour and \$3.38/hour.¹⁵ Comparisons with the other four utilities show similar disparities.¹⁶ The Union's evidence thus purports to show a significant wage disparity between the current wages of AWWU's workforce and the wages of workforces of the other entities.

One problem with the Union's comparables evidence, however, is that while extensive and while it contains some job classification and job description information for some of the utilities and entities listed, it does not set forth a clear comparison of like job descriptions and duties between the positions of AWWU's workforce and those of the other utilities. As MOA witness, Martha Nelson, testified at the hearing, the Union's wage data tends to compare job titles more than descriptions and duties of AWWU and the other utilities' positions¹⁷. From the limited evidence presented at the hearing regarding the job descriptions and duties of AWWU

¹⁴ AWWU Wage Comparisons' binder (Tabs 2-5); testimony of Greg Walker.

¹⁵ "AWWU Wage Comparisons' binder (Tabs 2-5); Union brief at 18.

¹⁶ *Id.* Union brief at 19; (differences between AWWU's wage scale and Chugach Plant's range between \$10.99/hour and \$18.65/hour and for ML&P, between \$8.47/hour and \$13.83/hour).

¹⁷ *See, e.g.*, chart entitled "AWWU Compared to Enstar Range 17, 18" (comparing job titles of various positions at AWWU to job titles of positions at Enstar); "AWWU Wage Comparisons" binder at Tab 2.

workers, it appears to the Fact Finder that except for certain similar work (such as excavation and trenching work), the tasks and duties performed by the workforce of water and waste treatment facilities are substantially different from the tasks and duties performed by the workforces of electric and gas utilities. Thus, a true job-by-job (“apples-to-apples”) comparison, comparing like positions of AWWU with like positions having the same or very similar duties of the other utilities and entities, is essential to comparing the wage scales of different utilities’ workforces. Unfortunately, the Fact Finder has had difficulty in attempting to make such true comparisons from the Union’s “comparable” evidence in this proceeding.

The MOA’s “comparables” evidence is even more incomplete than is the Union’s evidence. At the hearing, MOA witness, Martha Nelson, testified that she looked to the duties and job descriptions of various utilities and entities in an attempt to find job duties and descriptions similar to those of AWWU.¹⁸ Ms. Nelson further testified that she gave such job data to Milliman, a consulting firm, apparently for it to prepare a wage comparison study. Ms. Nelson said she prepared a spreadsheet showing this information as well as other local and national average wage data (Exhibit 12) which, as noted above, shows a variance in AWWU’s average with those of the comparables to range between \$0.59/hour and \$5.13/hour. Neither the Milliman study, if one was prepared, nor job duties and descriptions data, were offered as exhibits by the MOA in this proceeding.

In light of the foregoing evidentiary deficiencies, the Fact Finder accords limited weight to the parties’ “comparables” evidence.

In addition, the wage scales of the other utilities cited by the Union appear to be products of contracts which were negotiated with the MOA during or before 2008, i.e., before the current

¹⁸ Ms. Nelson testified that she used Golden Heart Utilities, Enstar and Doyon Utilities as her comparables.

national recession commenced and when economic times in the country and in Alaska were more robust than they are today. At the hearing, MOA witness Nancy Usera, the Municipality's Director of Employee Relations, testified that the MOA contracts negotiated in 2008 were "generous" and that thereafter in 2009, following the start of the recession, the MOA experienced budget deficits of \$19-25 million.¹⁹ Ms. Usera testified that while Alaska's economy was somewhat better than the Lower 48's economy, she projected "flat economic growth" for Anchorage economy for the next several years. Ms. Usera further testified that other MOA contracts, which were negotiated after 2008, included wage concessions and COL rollbacks in recognition of the reality of the down-turned economic climate in 2009 and beyond, and that during this same time frame, non-represented MOA employees took the equivalent of a 3% wage reduction in 2009 and only a 1.09% wage increase 2010 and a 1.5% wage increase in 2011, while MOA executives took an approximately 5% salary cut between 2009 and 2010.²⁰ It is not clear to the Fact Finder that the same 2008 or earlier wage scales of the workforces of the utilities cited by the Union would have been agreed to by the MOA if their contract negotiations had been conducted in today's economic climate, or whether such contracts would have included wage concessions and rollbacks.

Apparently, the first "post-recession" contract negotiated by the MOA and a Municipal bargaining unit was the IBEW/Mechanics contract negotiated in 2010. As the Fact Finder understands it, that contract included no wage increases for the first year of the contract in 2010, and a 2% across-the-board wage increase for the remaining two years of the contract.²¹ These

¹⁹ The Anchorage CPI-U for 2005-2008 ranged from 3.1% to 4.6%. As noted, it was 1.2% in 2009 and 1.8% in 2010. Exhibit 4.

²⁰ Testimony of Nancy Usera; MOA brief at 9 n.5.

²¹ Testimony of Nancy Usera; MOA brief at 11-12.

wage increases were consistent with a three year average Anchorage CPI-U, which was 2.67%.²² From a temporal and economic environment perspective, the Fact Finder finds that the most current and comparable contract negotiation between the MOA and a bargaining unit is the IBEW contract, which was negotiated in 2010 - during the midst of the current recession.

(b) Other Factors.

In connection with the Article 5.1 and Article 11.1 – 4 wage rates and scales issues, the Fact Finder has considered other factors set forth in AMC 3.70.100 B, including workload, productivity, economic feasibility, cost of living, past bargaining history and past practice, and impact on personnel or work place morale. Each of these factors will be discussed briefly below.

(i) Workload/Productivity.

There was no evidence produced at the hearing which established that the workload of AWWU's workforce would be significantly increased during the term of the proposed new contract. The Fact Finder finds that such workload will likely remain similar to the workload experienced under the current contract.

As noted above, the evidence at the hearing established that AWWU employees are proud, competent and well-trained employees, who provide a quality service to the residents of the MOA. The Fact Finder was impressed with such employees' commitment to excellence in their work, pride in their job and work performances, and their cross-training with various skills -- a useful and desirable accomplishment. Accordingly, the Fact Finder expects and finds that the workforce will likely remain as productive under the new contract as it has been under the current contract.

²² *Id.*

(ii) **Economic Feasibility.**

The Fact Finder has significant concerns over the economic feasibility of the Union's proposed wage scale increases, which would, according to the MOA, impose an additional 30-35% of cost to the MOA if such proposal were adopted (and an estimated 45% of additional costs if all of the Union's proposals were accepted.) The Union's proposal substantially exceeds the guidelines of Assembly Resolution AR No. 2010-86, as well as the parameters of the recently negotiated IBEW contract.²³ As Ms. Usera's testimony detailed, the Union is requesting a very substantial wage scale increase at a time when Anchorage's economy is projected to be "flat," the MOA is reducing its workforce, and its expenses are increasing when its revenues are declining. In this regard, Ms. Usera testified that the MOA has experienced a 10% reduction of its total workforce over the past three years and now has 500 fewer positions than it did in 2008.²⁴

The Union argues that concerns about available public funding for this contract and potential impact on municipal taxes are irrelevant to these negotiations since the cost of operating AWWU is paid for by ratepayers' payments and not by the Municipality's general treasury funds. Citing the testimony of Glenda Gibson, MOA's CFO, at a recent AWWU rate case before the RCA, the Union further argues that by not requesting the RCA to approve the maximum rate increase allowable, the MOA "left funds on the table" with the RCA and thus under-funded the utility's operations.²⁵ Other than Ms. Gibson's testimony, no evidence was adduced at the hearing regarding the AWWU's last rate case before the RCA, or the feasibility

²³ Fact Finder regards this Resolution as a statement of goals or guidelines of the Assembly, and not as a binding ordinance on this fact finding process.

²⁴ *See also*, Exhibit 7.

²⁵ "Issues Presentation" binder at Tab 5.1/11.1, at 23 *et seq.*

of, and evidentiary basis for, AWWU obtaining higher rates in that case or in future rate cases. Accordingly, the Fact Finder accords no weight to the Union's evidence on this point.

The Union also argues that last year, the MOA experienced a "budget surplus." Ms. Usera testified, however, that there was no Municipal budget surplus and that to the extent that not all of the MOA's budget last year was spent on expenses, such money was placed in "reserves" accounts for future MOA liabilities such as a potential \$35-50 million liability associated with a pending litigation, as well as environmental liabilities associated with lead or other toxins in Municipal soccer and baseball fields.

In view of the foregoing facts and economic realities of the current time, the Fact Finder finds that the economic feasibility of the Union's wage scale increase proposal, at the level requested, is doubtful.

(iii) Impact on Personnel or Workplace Morale.

The Union presented evidence at the hearing that one or more employees of AWWU believed they were underpaid, and that unless they received a substantial wage increase under the new contract, there would be a morale problem and they "may" be motivated to leave the AWWU workforce and seek employment with other utilities, such as at ML&P.²⁶ Significantly, no Union witness testified that he or she would in fact leave the employ of AWWU if the Union's substantial wage increase was not approved. The MOA presented evidence that in the past, there was remarkably low turnover in this workforce unit, that the workforce was "stable" and "mature" and that recruitment and filling vacant positions at AWWU has not been a problem

²⁶ See, e.g., testimony of James Christenberry.

in the past.²⁷ However, there was undisputed evidence that one position which the MOA has experienced difficulty filling was a SCADA technician position.

The Fact Finder finds that there has been a history of good employee morale and low employee turnover in this bargaining unit, and that apparently, factors other than high wages have apparently operated as an incentive to employees to stay at this workplace. Such other factors include the importance of the service the workers provide to residents of the Municipality, the high quality of the service provided, the workers' understandable pride in their workforce, their cross-training and camaraderie with co-workers, and medical and retirement benefits offered by the MOA. In this regard, the Fact Finder notes that there has been low turnover in this workforce despite the fact that AWWU has not, in the past, been a "wage leader" among municipal utilities. The Fact Finder finds that in the current economic environment, future turnover in this workforce will likely remain relatively low, even in the absence of the adoption of the Union's proposed wage scale increase. The one exception mentioned above, namely the vacant SCADA technician position, will be addressed further below.

**(iv) Cost of Living, Bargaining History and Past Practices,
and Relevant Market Comparisons with Private and
Public Sectors.**

See foregoing discussion regarding Articles 5.1 and 11.1-4.

Recommendation: In light of the foregoing evidence and fact findings, the Fact Finder recommends that the parties resolve the wage rate and wage scale issues by adopting an appropriate increase in wage rates based on COL increases over the three year term of the new contract, possibly along the lines of the most recent IBEW contract. The Fact Finder does not recommend the one-time-market-based adjustment in wage scales proposed by the Union.

²⁷ Exhibit 10; testimony of Lisa Arnold.

C. Article 2.3.24 (Full Time Equivalency (FTE)).

The MOA proposes adding a new section to the contract which would define the term "Full Time Equivalency" ("FTE") as a full-time 40 hour work week. The Union opposes the addition of such section, arguing it is unnecessary. Apparently, FTE is already defined in the Municipal Personnel Rules, and the Union fears that the addition of such new section to the contract may somehow lead to the Administration reducing employees' work week hours from 40 hours per week to 35 hours per week.

The Fact Finder does not understand the Union's concerns, but in any event, does not find that the addition of a definition of FTE to this contract is either necessary or useful.

Recommendation: The Fact Finder recommends that the parties resolve this issue by adopting the Union's position and by leaving the contract language as it is currently written.

D. Article 2.11.7 (Administrative Notification).

The Union proposes that the Union Business Representative be included on the list of persons to whom the MOA sends notices or communications which affect matters covered by the CBA. Currently, such notices are being sent only to Union Shop Stewards and Union members. At the hearing, the Union presented testimony that some of such Shop Stewards failed to forward such notices to the Union Business Representative, and that the Union Business Representative first learned of certain important notices some period of time after they were sent.²⁸ The Union argues that there would be no significant extra burden or cost on the MOA to make this change since MOA communications are normally sent by email or electronically.²⁹

²⁸ Testimony of Greg Walker.

²⁹ Exhibit 9.

The MOA opposes adding the Union Business Representative to such list of recipients of administrative notices because there have been no major problems in circulating communications to the work force and Union members, and that some of such notices or communications (such as notices re "Turkey" or "Green" days) are unrelated to Union matters governed by the CBA. Also, the MOA argues that any breakdown in communications between Shop Stewards and the Business Representative is an internal union problem, not the MOA's problem.

The Fact Finder finds that adding the Union Business Representative to the MOA's list of recipients of administrative notices which pertain to union matters governed by the CBA would not add a substantial additional burden or cost to the MOA and that doing so would enhance the effectiveness of communications between the MOA and Union at this utility.

Recommendation: The Fact Finder recommends that the parties resolve this issue be resolved by adopting the Union's proposal.

E. Article 4.12 (Injury/Illness Leave).

Prior to the hearing, the parties offered competing proposals re this provision of the contract. At the hearing, the MOA offered a revised proposal re this provision, wherein "light duty" work assignments for an injured/ill employee returning to work would be limited to 520 hours with an opportunity for a maximum of four hours per week allowed to attend related medical appointments without loss of pay or personal leave. In addition, the revised proposal would allow employees returning from an illness/injury to "full duty" work up to two hours per week for the first 30 days to attend related medical appointments without loss of pay or personal leave. Further, the MOA's revised proposal would eliminate current Article 4.12B, which provides supplemental Workers' Compensation payments to employees in an amount which, when added to the Workers' Compensation payments the employee is receiving, would bring

such employee's pay up to 80% of the employee's regular pay. The MOA argues that the current Workers' Compensation formula already provides for this level of payment (80% of regular pay), and that administering the supplemental pay program is costly and burdensome, and thus should be eliminated.

The Union acknowledges that the MOA's revised proposal is a "step in the right direction and is appreciated by the Union,"³⁰ but urges that more time be allowed for injured/ill employees returning to light and full duty to attend related medical appointments without loss of pay or leave time. The Union also disputes that the current Workers' Compensation formula provides for 80% of an employee's regular pay, and urges the MOA to continue to maintain its supplemental payment program.

The Fact Finder finds the MOA's revised proposal to be reasonable. However, the record herein lacks sufficient evidence to enable the Fact Finder to determine whether the current Workers' Compensation formula provides payments equaling 80% of an injured employee's regular pay.

Recommendation: The Fact Finder recommends that the parties resolve this issue by adopting the MOA's revised proposal, but modifying such proposal to indicate that the MOA's supplemental payment program re Workers' Compensation payments be continued as needed to assure that an injured employee receives payments equal to 80% of such employee's regular pay.

F. Article 5.2 (Starting Rate on Initial Employment).

The only issue between the parties regarding this provision is whether all "Treatment Instrument System Techs" should be hired at the maximum pay rate for this position (Step 4).

³⁰ Union brief at 8.

(The Union accepts the changes made in the MOA's proposed Article 5.2.2, regarding "Advancement from Step to Step," and thus, that section is not an issue in this proceeding).

The MOA argues that in the past, it has had no difficulty recruiting and retaining the AWWU's workforce, including Treatment Instrument System Techs, except for one of four SCADA (Supervisory Control and Data Acquisition) tech positions. That position remains vacant and unfilled, despite recruitment efforts. The MOA indicates a willingness to consider ways to address this problem, such as adopting some kind of a "market-based incentive" program.

The Fact Finder finds that there has been, in the past at least, no difficulty for the MOA to recruit and retain most of its workforce for AWWU, including the Treatment Instrument System Techs, except for one SCADA tech position.

Recommendation: The Fact Finder recommends that that parties resolve this issue by the MOA providing the maximum pay rate (Step 4) for the vacant SCADA tech position as the starting rate for initial employment for such position, or by some other appropriate recruitment-incentive program or approach for this position on which the parties can unilaterally agree.

G. Article 5.6.2 (Length of Service Date Computation).

Under the current contract and per the Union's proposal, the "length of service date" is the date of an employee's original date of appointment. This remains true even if the employee leaves the employ of the MOA and returns to such workforce at a later time. The MOA proposes that the length of service date should be an employee's most recent date of hire, not the employee's original date of hire.

The Fact Finder finds that the current approach of using an employee's original date of hire to calculate the employee's length of service with the MOA appears to be working

effectively, and may be incentivizing talented former municipal employees to return to work for the MOA, which should benefit the MOA. Also, the Fact Finder takes judicial notice that other public employment systems, such as the State's PERS retirement system, allow former State employees who later return to work for the State to "tack" their recent years of employment onto their prior years of employment for purposes of determining their retirement benefits.

Recommendation: The Fact Finder recommends that the parties resolve this issue by continuing to use an employee's original date of hire as such employee's length of service calculation date.

H. Articles 5.6.5 (Longevity Continuation).

The Union proposes the existing language for this article, while the MOA proposes adding clarifying language to this position consistent with the MOA's proposal on Article 5.6.2 (Length of Service Date).

Recommendation: Since the Fact Finder has recommended adopting the Union's position regarding Article 5.6.2, the Fact Finder recommends that the parties resolve this issue by adopting the Union's proposal.

I. Article 5.6.6 (Service Recognition).

The Union proposes maintaining the current Service Recognition program without changes. The Union notes that other unions have foregone service recognition programs in exchange for "performance incentive programs," which the MOA is apparently unwilling to consider. The MOA proposes retaining the current Service Recognition program for existing employees, but barring entry into the program for new employees hired after the effective date of the CBA.

Particularly in light of the MOA's unwillingness to consider adopting a new "performance incentive program" like the "IAMP" (discussed below), the Fact Finder finds that the current Service Recognition program provides a valuable and effective incentive for retaining talented and experienced AWWU workers.

Recommendation: The Fact Finder recommends that the parties resolve this issue by adopting the Union's proposal and continuing to maintain the Service Recognition program in its current form.

**J. Article 5.6.x (Improved Asset Management Program ("IAMP")).
(new article)**

The testimony at the hearing on this issue established that initially, both parties negotiated in good faith to develop a "performance incentive program," which became known as the "Improved Asset Management Program" ("IAMP"). Later, however, and at the hearing and in its brief, the MOA indicated it is "not willing to consider the Union's IAMP proposal"³¹ as it would add 13% of additional cost to the contract.

The Fact Finder finds that such performance incentive programs, and the IAMP, appear to have merit but are adopted in exchange for "service recognition" programs, or other items of value as part of complex CBAs. The Fact Finder further finds that whatever the merits of the proposed IAMP may be, the MOA is simply unwilling to consider adopting and implementing it, and that recommending its adoption would be futile.

Recommendation: In light of the MOA's position, the Fact Finder declines to recommend the adoption of the proposed IAMP.

³¹ MOA brief at 27.

K. Article 5.12D and E (Work in a Different Classification).

There are two issues raised by this provision of the proposed contract. Regarding Article 5.12D, relating to Field Service Journeymen and Field Inspections, the Union proposes that Field Service Journeymen who are assigned to conduct field inspections receive a premium of 5% of the employee's base pay rate for conducting such inspections. The Union points to a history where a Utility Inspector used to perform such work but that position was eliminated in 1992. Currently, the job descriptions for Field Service Journeymen include performing such inspections.³² Pursuant to a one-time settlement of a Union grievance over the MOA's failure to pay the 5% premium for field inspection work in 2010, the MOA agreed to continue to make such premium payments and apparently has continued to do so since then.³³

The MOA argues that the 2010 settlement is not precedential and that in any event, field inspection work is now contained in the job descriptions for which the MOA is already paying Field Service Journeymen and that such routine duties should not be the subject of any premium pay.

The Fact Finder finds that job descriptions for which the MOA is already paying compensation, include field inspections and that paying a 5% premium for such routine work would be unnecessary and excessive.

Recommendation: The Fact Finder recommends that the parties resolve this issue by adopting the Municipality's position.

Regarding Article 5.12E, the Union proposes paying a "Designated Excavation Lead Man" or "Designated Competent Person" a 10% premium for employees who agree to assume

³² Exhibit 11.

³³ Exhibit 13 (Letter of Understanding).

additional duties relating to such positions. At the hearing, Union witness Robert Dundas testified that the MOA is currently experiencing difficulty in getting workers to volunteer for such duties, even with the current 5% premium pay, given the off-hours, stress and responsibility involved in doing so, and that some employees would not volunteer for such duties even with a 10% premium.

The MOA proposes continuing the current practice of paying employees who volunteer for such duties a premium of 5%, and argues that the scope and nature of such additional duties have not changed, and that when such employees serve as Lead or Competent Persons, they do not assume full responsibilities and duties of non-represented managerial personnel who perform such duties. Thus, bargaining unit employees do not assume disciplinary, hiring/firing or budgetary duties in connection with these positions. The MOA also proposes some clarifying language to this provision.

The Fact Finder finds the testimony of Mr. Dundas to be credible and that there is a current problem in encouraging workers to volunteer for this important, burdensome work.

Recommendation: The Fact Finder recommends that the parties resolve this issue by adopting the Union's proposal of paying a 10% premium for time spent by bargaining unit employees performing extra duties as Lead or Competent Persons.

L. Article 5.15 (Errors in Pay).

The Union proposes to continue the current practice by which an employee would receive 8 hours of penalty pay for each day a pay error or shortage in a paycheck is not timely corrected by the MOA. The Union points to other contracts which have similar or identical provisions. Further, at the hearing, Robert Dundas testified that he thought there were "many pay discrepancies" which took a "long time" to correct.

The MOA proposes to limit such penalty pay to a flat fee of \$25 per day for each day a pay error or shortage is not timely corrected. The MOA notes that even an inadvertent, minor error in a paycheck could amount to hundreds of dollars of penalties and notes that where the \$25 penalty fee has been used in other bargaining units, pay errors have not increased in such units. At the hearing, MOA witness, Lisa Arnold, testified that she was unaware of “many” errors in pay and that in one case, where a \$100 error had been committed, the MOA ended up paying \$2,000 in penalties.

The Fact Finder finds that Ms. Arnold’s testimony is credible and that timely correcting pay errors or shortages does not appear to be a major problem for the MOA. No credible evidence was adduced at the hearing indicating some particularly egregious problem suffered by an employee or of any long-standing pattern of on-going errors in paychecks issued by the MOA. The Fact Finder further finds that a daily penalty of \$25 per day did not result in increased errors in paychecks of workers in other units and should be adequate to incentivize the MOA to timely correct errors in pay.

Recommendation: The Fact Finder recommends the parties resolve this issue by adopting the MOA’s proposal and using a \$25 per day penalty fee for pay errors or shortages which are not timely corrected.

M. Article 6.1 (Health Benefits).

The parties appeared to be close to resolving this issue at the hearing. Only a few minor issues remain unresolved.

Article 6.1.3.1 re Municipal Contribution. The Union’s proposal, to which the MOA is generally agreeable, would allow the members of this bargaining unit as a group to leave the Municipal health plan, in which they are currently enrolled, so that the members can participate

in a different health care plan offered by the Union. The parties appear to agree that the MOA would make the same per-employee contributions for the costs of the coverage under the Union's Plan as it is currently making for employees under the Municipal health care plan. A minor issue is presented if the cost associated with the Union's health care plan is lower than the cost which the MOA is currently paying to employees under the Municipal plan. Under such circumstance, the Union wants the balance of such cost payments to be paid to the Union Trust. The MOA objects to doing so, arguing that doing so would benefit other members of the Union Trust, including approximately 400 non-Municipal employees, which would be an inappropriate use of Municipal funds. The Union also proposes some language which would assure that the Municipal contributions will not fall below the 2011 contribution amount, i.e., \$1,564.48/month.

The Fact Finder finds that allowing bargaining unit members to transfer to a Union health care plan is reasonable, and that the continuation of the current practice of paying contributions to the employees should not be burdensome on the MOA. If the costs of the Union's health care plan prove to be lower than the costs of the Municipal Plan, then the MOA can presumably make such payments directly to the employees and not to the Union Trust. The Fact Finder further finds that the language proposed by the Union is reasonable.

Recommendation: The Fact Finder recommends that the parties resolve the remaining dispute re Article 6.1.3.1 by having the MOA make contribution payments directly to the employees and by adopting the new language proposed by the Union.

Article 6.1.4D. There appears to be a minor dispute over when the MOA's first payment to the Union's plan should be made, whether on January 15, 2012 or at the next pay period. The Union alleges that there is no current mechanism to make payroll deductions from employee paychecks during the first two weeks of January. There was no evidence adduced at the hearing

re whether the MOA has the capacity to make payroll deductions during the first two weeks of January or not.

The Fact Finder finds that the MOA's current practice of making the first payments at the end of January of the new year is not unreasonable and may be the only practical process that can be followed. Requiring the MOA to make the first contributions payment earlier without having collected the money from employee payroll deductions would require the MOA to advance or "loan" such funds to the Union Trust, which seems unreasonable to this Fact Finder. If this practice results in the need for the Union or its Trust to make some temporary financial arrangement for this first month of coverage, the Fact Finder assumes the Union and/or Trust will find some means of doing so.

Recommendation: The Fact Finder recommends that the dispute re Article 6.1.4D be resolved by the parties agreeing to the existing practice the MOA follows re the timing of making the initial payroll deductions and contribution payments as it has been doing under the MOA health care plan.

Article 5.1.4.F, G, and I. The Union proposes adding what appears to be some non-substantive, clarifying language to these provisions regarding the provision of payroll date in electronic form to the Union health plan, return of overpayments and audits and inspection requests. The MOA took no position on such proposed language in its brief.

The Fact Finder finds the Union's proposed clarifying language to be useful and reasonable.

Recommendation: The Fact Finder recommends the parties resolve this issue by adopting the Union's proposed language for these provisions.

Article 6.1.5 Administrative Fees. As a precondition for offering life and accidental death, long-term disability, and short-term disability insurance coverages, the MOA proposes that eligible employees pay a \$5 per month administrative fee, similar to the fee it charges to its executive and non-represented employees, for administrative costs associated with such additional insurance coverage. The Union argues that \$5 per month for an employee's entire career is "excessive" and should be something less, such as \$1.00 or \$2.00 per month. No evidence was presented at the hearing on this issue regarding what the MOA's actual administrative costs per employee would be for employees who opt out of the Municipal health care plan and join the Union's plan.

The Fact Finder finds that charging some administrative fee for this service for employees who have opted out of the Municipal health care plan is appropriate, but that \$5.00 per employee for the employee's entire career does seem to be excessive.

Recommendation: In the absence of evidence on the actual cost per employee of administering such supplemental insurance programs for employees who have opted out of the Municipal plan, the Fact Finder recommends that the parties agree to an administrative fee of \$3.00 per employee.

N. Article 8.5 (Clothing, Tools and Equipment).

In its brief, the Union indicates that it advised the MOA in October of 2010 that it tentatively agreed to the MOA's proposal regarding this issue, but that it is withholding its final agreement on the proposal until an agreement on overall economic issues has been reached.

In light of the parties' current positions, the Fact Finder finds it unnecessary to make any fact findings or recommendations regarding this issue.

O. Article 12.1 (Duration).

Both parties agree to the concept that the new CBA should be a three year term contract. The only issue is when the contract should commence: 2011 or 2012. The Union proposes that if the contract were approved by the Assembly and ratified by the Union in June or July of 2011, then the contract should commence on July 1, 2011 and terminate on July 30, 2012. The MOA does not state a position on this issue but anticipates the parties can reach agreement on it.

Recommendation: The Fact Finder finds the Union's proposal to be reasonable, but defers to the parties if they choose to select another date for the commencement of this contract.

P. Article 12.2 (Renegotiation).

The parties agree to the current language in Article 12.2 and propose no changes. In its brief, the Union makes a clarifying comment that such language does not require "retro pay" nor does it make COL or wage increases "evergreen" or projected indefinitely into the future.

In light of the parties' positions, the Fact Finder finds it unnecessary to make any fact findings or recommendations regarding this issue.

Q. "TA'd" Articles.

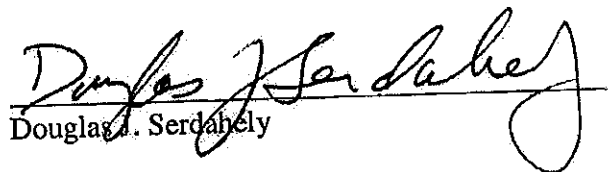
Per the parties' briefs and comments at the hearing, the Fact Finder understands that the parties have tentatively agreed to ("TA'd") the remaining articles of the proposed new contract, including the following: Article 6.3 (Retirement); Article 8.12 (Night and Swing Shift Structure and Compensation at AWWU/All Treatment Facilities); and Article 10.11 (Travel Pay).

III. FUTURE PROCEEDINGS

The Fact Finder understands that pursuant to AMC 3.70.100, the parties will meet and continue their negotiations for up to 14 days following the receipt of this Report, in an on-going effort to resolve the remaining issues in dispute regarding the proposed new contract. If the

parties are still at an impasse at the conclusion of such negotiations, the parties may, pursuant to AMC 3.70.110.c.2, proceed to arbitration on such issues before this Fact Finder. The Fact Finder urges the parties to continue their negotiations in good faith, as they have done both prior to and throughout this proceeding, in an effort to reach agreement on such remaining issues. In this respect, the Fact Finder is hopeful that the instant Report, findings of fact and recommendations are useful to the parties in such process.

DATED this 20th day of June 2011.


Douglas J. Serdahely

Fact Finder

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Section 1 Preamble

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ARTICLE 1

PREAMBLE

This Agreement is made and entered into by and between the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "MOA," and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 367, hereinafter referred to as the "Union."

ARTICLE 2

GENERAL PROVISIONS

Section 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 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 Union to their mutual benefit.

Section 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 Union represented MOA employees and all operations and work conducted within classifications set forth in this Agreement, during the term of this Agreement or any extension thereof by Union represented employees of the MOA, including but not limited to AWWU, Development Services, and Facility Maintenance.

Section 2.3 **Definitions**

Section 2.3.1 **Agency**

Agency means a municipal department, office or enterprise activity identified in Chapter 3.20 of the Municipal code.

Section 2.3.2 **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 equivalent to the hours that total leave without pay exceeds two hundred forty (240) hours during the calendar year. The anniversary date will be advanced one day for every eight (8) hours that exceed two hundred forty (240) hours.

Section 2.3.3 **Appointment (deleted)**

Section 2.3.4 **Assignment**

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

Section 2.3.5 **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 scheduled shift. Contiguous work beyond the end of a regularly scheduled shift is not considered a call out.

Section 2.3.6 **Department**

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

Section 2.3.7 **Director**

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

Section 2.3.8 **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.

Section 2.3.9 **Emergency or Emergency Situation**

If not otherwise defined in the Section 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 ensure the public safety and welfare or protect property or the physical environment.

Section 2.3.10 **Full-Time Employee**

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

Section 2.3.11 **Immediate Family**

As used in this Agreement, "immediate family" shall mean the employee's spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step father, step mother, step brother and sister, step children, grandparent, grandchild and step-grandparent. It also includes other family members who reside permanently with the employee, any person for whom the employee has been appointed as legal guardian and same sex domestic partner as defined by the MOA.

Section 2.3.12 **Night Shift**

A shift in which the majority of hours fall between 11:00 p.m. and 7:00 a.m. As referenced in Appendix C.

Section 2.3.13 **On-Call**

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

Section 2.3.14 Part-Time Employee

A regular employee normally scheduled to work less than forty (40) hours in a work week. All of the provisions of this Agreement shall be applicable to part-time employees, unless otherwise specified within the Agreement.

Section 2.3.15 Probation

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.

Section 2.3.16 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.

Section 2.3.17 Standby

Employees are on duty and required to standby because of temporary breakdown, shortage of materials, temporary weather conditions, or for any other cause beyond their control.

Section 2.3.18 Swing Shift

A shift in which the majority of the hours fall between 3:00 p.m. and 11:00 p.m., as referenced in Appendix C.

Section 2.3.19 Temporary Employee

Temporary employees are additional employees hired to augment the workforce whenever the work load temporarily creates a requirement for additional help, to perform work associated with a particular season of the year, in the event of an emergency or unanticipated situation, or to relieve regular employees during absences.

Section 2.3.20 Transfer (deleted)

Section 2.3.21 Work Day

A continuous twenty-four (24) hour period commencing at Midnight and ending at Midnight unless specified otherwise in this Agreement.

Section 2.3.22 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.

Section 2.3.23 Work Week

The work week shall consist of seven (7) consecutive calendar days commencing at midnight on Sunday night and ending at midnight on the following Sunday night unless specified otherwise in this Agreement.

Section 2.3.24 **(left intentionally blank)**

Section 2.3.25 **Promotion**

Promotion is the advancement of an employee from a position having a lower salary grade to a higher salary grade.

Section 2.3.26 **Shift**

The specific hours of the work day during which an employee is scheduled to work.

Section 2.3.27 **Schedule**

The specific days of the week which an employee is assigned to work.

Section 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.

Section 2.5 **Recognition**

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

Section 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 Union shall bear the responsibility for complying with this provision.

Section 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.

Section 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.

Section 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. The Union further agrees 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.

Section 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 manage its organization and utilize the necessary technology for 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.

Section 2.11 Employee Representative Rights

Section 2.11.1 General Rights

The parties acknowledge and agree that the Union 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 Union shall have as its representative a business representative who shall be authorized to speak for the Union in all matters covered by this Agreement.

The MOA agrees that it will not interfere with the relations between the Union and MOA employees. The MOA recognizes the right of a Union to discipline members for violation of any Union laws, rules, or agreements.

The MOA agrees that it will not in any manner, directly or indirectly, attempt to interfere between any employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to 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 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.

Section 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 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 the Union shall become and thereafter remain members in good standing 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 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 section 2.11.2, Union Security, and must request that the employee's employment be terminated.
- C. The Union 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 Union's written request. The 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.

Section 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 Union as certified by the secretary of the Union. The MOA shall forward such dues, assessment 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, assessments 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, assessments and initiation fees. The Union assumes all obligations and responsibility for the continued membership of their members and the collection of their dues, assessment and initiation fees.

Section 2.11.4 Stewards

The employer will recognize that the Union Business Manager or Union Business Representative retain the right to appoint and dismiss all Shop Stewards in accordance with Union rules and regulations. The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. With prior approval of a non-represented supervisor, 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. When performing shop steward's duties, the Shop Steward's wages will be borne by the MOA. Stewards must document the time spent on Union business on their timecards. Such time will count as hours worked. 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 Director. Where there is more than one Shop Steward in a location, the Union shall designate one steward as lead. In the event a Shop Steward is not available, the MOA shall contact the Union Business representative.

Recognized Stewards as listed:

AWWU

One Steward at Asplund/Girdwood
One Steward at 3000 Arctic Boulevard

One Steward at Eagle River
One Steward at Ship Creek/Eklutna
Two Stewards at King Street

Facility Maintenance	One Steward
Development Services	One Steward

Section 2.11.5 Union Business Representatives Visits to Employer Work Locations

Union business representatives may visit only those MOA facilities or work locations occupied by employees which the Union represents, and only on official union business. Only union business representatives may visit MOA property during represented employee working hours. Union business representatives may not visit such locations in connection with Union elections or other internal union affairs.

With regard to each visit, the Union must provide the department/agency head which controls the location with reasonable advance written or verbal notice (not less than one (1) hour of the intent to visit and the notice must specify the reason for the visit. The visit may not interrupt, distract or interfere with the work of employees. The department/agency head may refuse to consent to the visit if it would unduly interfere with the work of employees or activities of the department or agency, or terminate the visit if it interferes with the work of employees or activities of the department or agency. If the visit is refused, the department/agency head must reschedule the visit at the earliest convenient time.

Union business representatives may conduct meetings on MOA premises only with approval of the department/agency head and only with regard to official business affecting the MOA, its employees and the Union. Union business representatives may conduct meetings of MOA employees during employee working time only with the express consent of the department/agency head whose employees would be affected.

Section 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 Employee Relations Board for resolution.

Section 2.11.7 Administrative Notification

The Union business representative and the applicable Shop Steward shall be notified in writing of any Municipal directive, memorandum, rule or regulation which covers or affects areas covered by this Agreement or which affects any group of employees working under this Agreement. The Union business representative and the applicable Shop Steward shall be given adequate notice by the MOA prior to the time that any committee defined by this Agreement is convened.

Section 2.11.8 Bulletin Boards

The MOA shall provide bulletin boards, which may include an electronic boards and/or space on existing bulletin boards as reasonably requested by the Union.

Section 2.11.9 Union Leave Bank

The Union has the right to maintain a Union leave bank through donations of annual leave from Union employees.

- A. Union Leave. All leave in the Union Leave bank, through donations from Union employees or the forfeiture of annual leave, shall be used for any purpose so long as it is authorized by the Union Business Manager or Union Business Representative. Union Leave used for these purposes shall be coded as "UNP" and shall not be counted as hours worked for the purpose of determining eligibility for overtime.
- B. Union Leave for Negotiations. Upon commencement of negotiations for a successor contract, the Municipality shall contribute 320 hours of leave to the Union leave bank for the sole purpose of supporting the efforts of the employee members of the Union's negotiating team. Union employee negotiating team members will record their time as "ULP". Only time spent at the negotiating table in negotiations shall be eligible for coding as "ULP". Time coded as "ULP" shall be counted as hours worked for the purpose of determining eligibility for overtime pay. Any hours not utilized in negotiations for a successor contract which were contributed by the Municipality shall be forfeited upon completion of negotiations. If the Union exhausts the 320 hours of Union Leave, the union may request additional hours which may be granted at the sole discretion of the Director.
- C. The use of Union Leave shall be at the sole discretion of the Union. Authorization for use of Union Leave shall be signed by the Union's Business Manager or designee. The Union shall identify such designee(s) in writing. Time off shall be scheduled with the employees' supervisor. At the request of the Union, the Municipality will provide an accounting of the leave balance in the bank.

Section 2.11.10 Employee Usage of Computers and Office Equipment for Union Business

Employees shall be allowed usage of computers, telephones, fax machines, copiers, and other office or communications equipment as needed for legitimate Union related business, so long as other work is not disrupted. For example but not limited to: contract negotiations, Shop Steward duties, etc.

Section 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. This Agreement replaces and supersedes all prior understandings, agreements, side letters, letters of amendment and unofficial employment policies. Nothing in this section shall relieve the

parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining, or the right to refuse to bargain over permanent subjects of bargaining.

Section 2.13 Amendment of Agreement

The MOA and the 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 has been reduced to writing, signed by both of the parties and ratified by the Anchorage Assembly and the Union.

Section 2.14 Separability and Savings

Should it be determined by a court of competent jurisdiction that any section of this Agreement is not in conformity with any applicable law, the parties shall meet and such section or portion thereof shall be suspended and amended to conform with the law. This section shall not apply so long as appeal to a higher court of competent jurisdiction is in process.

Section 2.15 Successors and Assigns

The terms and conditions of this Agreement shall be binding on any and all successors and assigns of the MOA, whether the succession or assignment is the result of a sale, transfer, merger, acquisition, consolidation, political or governmental reorganization or transaction or change in business structure and/or reporting relationship to the Mayor or Municipal Assembly and whether the succession or assignment involves all or only some of the departments or other work units employing employees covered by this Agreement. The MOA shall require all purchasers, transferees, lessees, assignees, receivers or trustees of the MOA's interests or assets, or of the employees, services or operation(s) covered by this Agreement, to expressly accept, in writing, all terms and conditions hereof. A copy of a signed, written acceptance of these terms, executed by the successor or assign, shall be provided to the Union prior to the effective date of any sale, transfer, merger, acquisition, consolidation, lease assignment, receivership, or bankruptcy proceeding.

Section 2.16 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 it is receiving the best services for its money 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.

The Union will cooperate and actively encourage represented employees to participate in productivity and employee incentive programs administered by the MOA. The Union agrees for its members who are covered by this agreement that they will individually and collectively perform efficient and diligent service and that they will use their influence and best efforts to protect the property of the MOA.

Section 2.17 Contracting Out

For the purposes of this Section, "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 Union recognizes that the MOA has statutory and charter rights and obligations in contracting for matters relating to MOA operations. The right of contracting or subcontracting is vested in the MOA. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor will the MOA assign, contract, or subcontract work where such action will erode the size of the bargaining unit. The MOA further agrees that it will not lay off any employees of a department, who have completed their probationary periods and have regular employee status, because of the exercise of its contracting or subcontracting rights within that department.

Section 2.18 Meet And Confer

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to employee representatives and the municipality. The parties further agree that either party 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. An inexcusable 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 either party to reopen, modify, amend or otherwise alter the terminology or interpretation of this Agreement or make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement.

Union requests to meet and confer shall be delivered to the MOA Director of Employee Relations or his/her designee. MOA requests to meet and confer shall be directed to the union business representative or his/her designee. The principal business representative of the Union and the MOA Director of Employee Relations may designate who their respective representatives shall be at the meet and confer sessions.

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 Union fully encourage and pledge themselves to friendly and cooperative relations between their respective representatives at all levels and among all employees, whether or not covered by this Agreement.

Section 2.19 Provisions of Temporary Employees

- A. Temporary employees may be employed for a period not to exceed six (6) months total time in any twelve (12) month period. The MOA shall not use part-time or temporary employees to circumvent the need for regular full time employees. Probation does not apply to a temporary position since a person so hired serves at the pleasure of the hiring authority and is subject to summary removal for any reason or for no reason.
- B. Temporary Employees are subject to Section 2.11.2, Union Security and Section 2.11.3, Dues Check Off.

- C. Temporary Re-Hire: The Municipality may give preferential opportunity for subsequent temporary employment in the same department and classification. Re-hire of temporary employees can be accomplished by name call through Local 367 Union Hall.
- D. Temporary Hire Process: The Municipality agrees to hire Temporary Employees in accordance with Section 3.1.
- E. Extension of Temporary Employment: The duration of a temporary employees' employment may be extended for an additional ninety (90) days with the concurrence of the Director and the Union. 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.
- F. Wages: Temporary employees shall be paid the hourly base wage rate for the classification in which they are working.
- G. Grievances: Temporary employees shall have access to the grievance and arbitration process in the Agreement except for decisions regarding separation of employment whereas they may file a grievance up through Step II in the grievance process.
- H. Holidays: Temporary 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. Temporary employees are not entitled to personal holidays.
- I. Other Provisions of the Agreement: Temporary Employees are entitled to overtime, work in different classifications, and shift differential as specified in Article 5. Temporary Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.

Section 2.20 Mandatory Acknowledgement & Certification

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

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

1. This agreement complies with Anchorage Municipal Code section 3.70.130.
 2. Section 3.70.130 requires Assembly approval of all modifications and amendments, no matter how denominated.
 3. Absent Assembly approval as required by section 3.70.130, any modification or amendment, no matter how denominated, shall be deemed null and void, and any payments made shall be recoverable by the Municipality.
 4. Absent Assembly approval as required by section 3.70.130, written clarifications and interpretations within the definition of "administrative letter" are invalid.
 5. Section 3.70.010 prohibits the use of administrative letters to vary the explicit terms of a labor agreement.
 6. Intentional actions in violation of section 3.70.130 are subject to fines and penalties under section 1.45.010.
 7. Remedial actions: In the event the provisions of section 3.70.130 are violated by administrative action, any labor agreement, agreement, modification, written interpretation, or other change, alteration or amendment, no matter how denominated, shall be null and void with no force or effect.
- B. Nothing in this section shall constitute a waiver by either party under the contract clauses of the state and federal constitutions

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

Section 3.1 Hiring Procedures

The process for filling a vacancy is outlined in sub-paragraph (A) below. In each of the five (5) steps outlined in sub-paragraph (A) there shall be a separate interview and/or examination process for all qualified applicants within the group. In the event no qualified applicant is chosen to fill the vacancy the MOA shall move to the next step in the hiring process. The MOA shall provide, upon written request of the applicant, justification for not being selected. The MOA shall provide, upon request by the Union, justification for applicants represented by this Agreement, not being selected.

- A. Positions shall be recruited/filled in the following order:
1. Recall from layoff (no interview and/or examination process required);
 2. Employee request for demotion or transfer (requires agency head and/or Director approval);
 3. Recruitment open only to all employees represented by this Agreement (must be a current employee at time of application);
 4. Dispatch from the Union Hall for qualified applicants;
 5. Open recruitment available MOA wide and/or to the general public.
- B. Qualifications for Hire:
1. Must meet the qualifications listed on the vacancy announcement;
 2. Must have an acceptable driving history, as identified in Appendix A, where driving is required;
 3. Successfully complete any applicable examinations; and
 4. When the above criteria are equal, department seniority shall be used as the determining factor.
- C. Current temporary Union employees shall be eligible to apply for recruitments open only to all employees represented by this Agreement.

- D. The Union and the MOA agree to disseminate to employees and applicants for employment, notice of the hiring procedures.
- E. Union Hiring Hall
 - 1. The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-union, in order to fill MOA requisitions for hire. The MOA agrees to use the services of the hiring hall.
 - 2. 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 Union agrees to not discriminate against non-union workers in referring applicants to the MOA, and the MOA agrees not to discriminate against union referrals.
 - 3. The MOA retains the right to reject any job applicant.
 - 4. In the event the Union is unable to supply the MOA with qualified workers within two full working days (Friday, Saturday, Sunday and recognized holidays excluded) from when the call was received, the MOA may recruit applicants from other sources.
- F. The MOA shall furnish the Union with the name, classification, and date of hire for the selected individual no later than two weeks following the employee's hire date.
- G. A grievance may be filed by the union or an employee represented by this agreement for any alleged violation of this section.

Section 3.2 Employment Probation

A. 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.

B. Duration of Probation

- 1. Any regular employee who is hired or rehired shall serve a probationary period of six (6) calendar months. The following positions will only serve a probationary period of three (3) calendar months: Journeyman Certified Plumber, Journeyman Certified Plumber Leadman, Journeyman Certified Plumber Foreman, Mechanical Inspector, and Mechanical Inspector Foreman (Working).
- 2. Probation does not apply to temporary positions since a person so hired or rehired serves at the pleasure of the hiring authority and is subject to summary removal for any reason or for no reason.

C. Former and Current Employees

1. Re-employed Employees

If the employee is rehired within one year and the original probationary period was completed in the same class, the probationary period may be waived at the agency head's discretion.

2. Promoted Employees

Employees who have already satisfied their initial probationary period, and who are promoted to a different position shall serve a six (6) calendar month probationary period in the promoted position. Employees who are promoted to a position as a Journeyman Certified Plumber, Journeyman Certified Plumber Leadman, Journeyman Certified Plumber Foreman, Mechanical Inspector, or Mechanical Inspector Foreman (Working) shall be subject to the three (3) calendar month probationary period.

3. Transferred Employees

When an employee transfers to a position in the same class within an agency, no additional probationary period shall be served, if the original probationary period has been completed. 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 decide whether a probationary period will be served, subject to approval of the Director. The original probationary period must be completed. The employee shall be notified in writing of the requirement to serve a probationary period.

4. Demoted Employees

When an employee is demoted to a position in a class where the employee 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 the employee did not hold regular status, the agency head shall decide whether a probationary period will be served. The employee concerned shall be notified of the decision, in writing.

B. Reallocation of Position

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

C. 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.

In the event that an employee is absent from work for more than 10 (ten) working days, their probationary period will be extended for the amount of time absent from work in excess of 10 (ten) working days to give the supervisor an opportunity to properly evaluate the employee's work performance. This provision will not apply when the absence is the result of a policy or directive of the employer.

D. 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 employment without right of appeal or grievance. Prior written notice of such dismissal shall be given to the employee. The Union shall be notified of probationary terminations.

When it becomes clear that an employee serving a promotional probationary period is not performing adequately, the employee shall be informed in writing with a copy to the Director, and consideration will be given to demoting the employee to a vacant position in a previously held class, or in any other available position for which the employee is qualified or, lacking an open position, the employee will be placed on the recall list for twelve (12) months for the position previously held.

Section 3.3 Seniority

- A. Full-time employees shall be on one 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.
- B. The employee having the longest term of service in the department as a regular full time and/or regular part time employee, shall be first on the seniority list for the purpose of scheduling leave, bidding shifts, promotion (in the event of a tie), order of layoff, recall from layoff, bumping rights, and for other purposes deemed appropriate by the department head. If any employees share the same seniority date, the tie shall be broken by the employee's birthday. The employee whose birthday falls first in the calendar year prevails.
- C. The MOA shall provide the Union current seniority lists upon request.
- 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.
- 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 Union.

F. Employee seniority shall be terminated by the following conditions:

1. Discharge for just cause;
2. Layoff of twelve (12) months duration; or
3. Resignation or retirement.

Section 3.4 **Evaluation of Employees**

Employees may be evaluated during their probationary period at the discretion of their supervisor. However, all 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.

Section 3.5 **Transfer or Demotion**

When filling a vacant position by transfer or demotion the following criteria will be utilized:

A. 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 (1) or (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. **Employee Request:** An employee who desires a transfer within a department for personal reasons shall send a written request through normal department channels to the agency head for consideration of approval. An employee may request transfer from one agency to another for personal reasons. The employee shall send a written request to the Director with a copy to the agency heads for approval.

B. Voluntary 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 range lower than the salary range of the position in which the individual is employed.

1. **Employee Request:** If, for personal or other reasons, an employee requests in writing to be assigned to a position in a lower class, the agency head, with prior approval of the Director, may demote the employee if the employee meets the qualifications of the position and successfully completes any required examinations. In such cases, the demotion will be deemed to have been made on a voluntary basis. The agency head concerned shall make the decision whether an additional probationary period will be served, subject to approval of the Director. The original probationary period must be completed.

Section 3.6 Layoff, Displacement, and Recall from Layoff

The MOA and the Union agree that the rules concerning layoff, displacement, and recall from layoff shall be as set forth below:

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 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 and Displacement Procedure

No employee shall be laid off except upon at least two (2) weeks advance notice. The Director shall first place an employee subject to layoff in another vacant position in the same job class within the agency that may be available, if the employee meets the minimum qualifications for that position as determined by the Director. 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;
4. The employee subject to layoff may displace a less senior employee in a lower range in the same classification series; and
5. 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.

C. Eligibility For Re-Employment

A layoff of more than twelve (12) months shall constitute a break in service for the purpose of a person's entitlement to preferential re-employment rights. Acceptance of a position, other than a temporary position with the MOA constitutes satisfaction of an employee's re-employment rights.

Section 3.6.1 Recall Rights

Recall rights are in seniority order from either the full-time or part-time seniority lists (whichever is appropriate) from the agency in which the employee was laid off for twelve (12) months following the layoff date.

The employee shall be eligible to be recalled back to the position from which the employee was laid off or to a lower range position in the same class series. The laid off employee must meet the qualification for any position in which the employee is recalled. If the employee accepts a position at a lower range, the employee will retain recall rights back to the original position for the remainder of the twelve (12) month recall period. The laid off employee must maintain a current daytime telephone number and address with the Director in order to preserve the employee's recall rights. If an employee fails to respond and report for duty within ten (10) working days of call, all rights to recall are relinquished and the MOA may consider such rights extinguished. This restriction (extinguishment of recall rights) may be waived by mutual agreement of the parties.

Section 3.7 Discipline and Termination of Employment

The Employer retains the right to discharge a regular employee for just cause. Discipline or discharge is subject to appropriate progressive discipline policies and procedures. Just cause shall be generally defined as any legitimate business or disciplinary reason. Just cause for disciplinary reasons 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 as follows:

"Just Cause" means that sufficient justification exists for the proposed disciplinary action against an employee, and applies to behavior by an employee which is detrimental to the discipline, public image or efficiency of Anchorage as an employer. Just Cause" includes, but is not limited to substantial evidence of any one of the following:

1. Incompetency;
2. Inefficiency;
3. Lack of any of the qualifications required by AMC 3.30.024 D;
4. Insubordination;
5. Excessive absenteeism or tardiness;
6. Harassment of other employees or the public;
7. Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;
8. Violation of an oral directive which was known or reasonably should have been known to the employee;
9. Conviction of a crime involving moral turpitude;
10. 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 Union Business Representative or Shop Steward 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 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.

Section 3.8 Work by Non-Employees

The Union joins the MOA in encouraging citizen involvement in the betterment of Anchorage. The MOA may use the services of Alaska Job Corps students, or interns from educational institutions whenever or wherever they may be offered, without violation of this Agreement. The Union joins the MOA in encouraging the on-the-job training of students enrolled in these programs. The use of Job Corps students, or interns shall not replace or substitute for regular full time positions and shall not cause or contribute to the layoff or reduce the hours of any bargaining unit member.

ARTICLE 4

HOLIDAYS AND LEAVE

Section 4.1 **Recognized Holidays**

New Years Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
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

Section 4.1.1 **Personal Holiday Accrual and Use**

Each January 1, regular employees 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 an alternate schedule shall accrue hours for a personal holiday as follows:
 - 1. Employees working on a 9-80s schedule shall accrue a nine (9) hour personal holiday.
 - 2. Regular full time employees working a four (4) day ten (10) hour shift shall accrue a ten (10) hour personal holiday.
 - 3. Employees working the Treatment Facilities Alternate Schedule, as referenced in Appendix C, shall accrue a twelve (12) hour personal holiday.
 - 4. Regular part time employees shall accrue a prorated personal holiday based upon the straight time hours which they are normally scheduled to work.
- C. The personal holiday shall accrue on January 1 each year and shall be based on the employees' status and work schedule on that date. Employees shall take the personal holiday in a full day segment but may combine the personal holiday with annual leave up to the total hours that the employee would have been scheduled to work. The personal holiday must be taken during the calendar year in which it is accrued or be forfeited. It has no cash value.

Section 4.2 **Holiday During Annual or Sick Leave**

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

Section 4.2.1 **Holiday Falling on a Regular Day Off**

- A. Employees Scheduled to Work a Monday through Friday Schedule. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a recognized holiday falls on a Sunday, the Monday following shall be observed as the holiday.
- B. Employees Scheduled to Work Other Than Monday through Friday. When the recognized holiday falls on the employee's first day off, the preceding scheduled work day shall be observed as the holiday. When the holiday falls on the employee's second or third day off, the following scheduled work day shall be observed as the holiday.
- C. Employees on the Treatment Facility Alternate Work Schedule. When the recognized holiday falls on the employee's regular day off, the holiday shall be observed as follows:
 - 1. Employees Working the Day Shift:

The observed holiday will be the employee's work shift immediately preceding the recognized holiday (per Appendix C, 8 hours).
 - 2. Employees Working the Night Shift:

The observed holiday will be the employee's work shift immediately preceding the recognized holiday.

 - a. If an employee does not work both the observed holiday and the shift preceding the observed holiday, the employee's observed holiday will be designated as the employee's work shift immediately preceding the employee's regular day off (per Appendix C, 8 hours).
 - b. If an employee works both the observed holiday and the preceding shift, the employee's holiday will be the employee's work shift immediately preceding the observed holiday (per Appendix C, 12 hours).

Section 4.2.2 **Forfeiture of Holiday Pay**

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

Section 4.2.3 **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.

Section 4.3 **Paid and Unpaid Time Off**

The Municipality will provide eligible employees with reasonable periods of paid time off in accordance with the accrual schedules for annual and sick leave. Additionally, employees will be eligible for specified periods of paid time off for military duty, court duty and bereavement leave for members of their immediate family. Temporary employees are not eligible for paid leave under any articles of this agreement. Under the conditions specified in this article, the Municipality may approve periods of unpaid time off to allow employees to meet personal, educational, family or medical needs.

Section 4.3.1 Accrual of Annual Leave

A. Annual Leave Accrual Rate

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

11 + years of service - 12.5 hours per pay period

2. Full-time employees hired after June 30, 1991 shall accrue leave at the following rates:

a. Cashable Annual Leave

0 to 2 years of service - 6.15 hours per pay period
2 to 5 years of service - 6.77 hours per pay period
5 to 10 years of service - 7.38 hours per pay period
10 + years of service - 9.23 hours per pay period

b. Non-Cashable Annual Leave

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

3. The above accrual rates are pro-rated based on actual hours paid in each pay period, excluding overtime.
4. Regular Part-Time employees accrue pro-rated leave based on the total straight time hours paid in the pay period in accordance with this article. If any change occurs in the length of the pay period, the accrual rate per pay period will be adjusted to result in the same annual accumulation rate as that stated above.

B. Annual Leave Accrual While on Leave

Leave accrues during the period of time an employee is on paid leave. Employees will not be able to use leave accrued while on leave until they return to work for one complete shift. Such additional accrual shall be cancelled if the employee fails to resume duty on completion of his authorized leave. Leave does not accrue while an employee is receiving Workers' Compensation time loss benefits or is on leave without pay.

C. Annual Leave Accrual Limits

Accrued and unused leave may be carried over from one (1) year to the next for the purpose of accumulating an Annual Leave Account, or reserve; however, as of the end last full pay period of any year, an employee may not have more than 480 hours of the leave to his credit.

D. Sick Leave Accumulation

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

Section 4.3.2 Regular Use of Annual Leave

A. An employee shall be allowed to use any amount of accrued leave at the time he 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.

1. At least forty (40) hours of annual leave must be taken by December 31, 2011, with exception that limitations shall not apply to employees hired after January 1, 2011. Effective January 2012 at least forty (40) hours of annual leave must be taken each year by the last pay period of each year, with the exception that this limitation shall not apply to new employees during their first year, or partial year of employment. Employees who fail to take the full forty (40) hours of annual leave by the last pay period of the year shall forfeit those hours. The forfeited hours, which are the difference between the hours of leave taken and the forty (40) hours minimum requirement shall be deducted from the employees' leave account at the end of the year and contributed to the Union Leave Bank.
2. It is the responsibility of the Agency Head to ensure that work is conducted, and leaves scheduled, so that each employee shall have the opportunity to use annual leave at a time that most nearly meets the employee's desires.
3. Whenever, in the opinion of the agency head, it is not reasonably feasible or not in the best interest of the service, to grant earned leave to an employee, the Mayor or designee may authorize exceptions to accumulation rules in this Section, or authorize 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.
4. Part time employees leave usage requirement will be pro-rated based on the employee's full time equivalency.

B. Cash-In

Subject to the availability of cash and normal budgetary limitations, cash in lieu of accrued cashable annual leave may be obtained twice each calendar year by submitting a request in

writing to the employee's Agency Head provided the employee retains at least eighty (80) hours of annual leave in his or her annual leave account following cash payment.

C. Donation of Leave

1. Eligible Employee Recipient. An employee is eligible to receive donated leave under the following circumstances:
 - a. Medical Emergency. A major illness or other major medical condition of the employee or a family member of the employee that requires a prolonged absence from work, including intermittent absences that are related to the same illness or condition. Examples that may qualify include, but are not limited to, heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, and complications from pregnancy that are life threatening for the mother or child.
 - b. Death of Family Member. The employee needs an extended absence from work following the death of a family member. In this circumstance, donated leave must be used within 30 calendar days from the date of the death.
 - c. Declared Major Disaster. An employee is adversely affected by a major disaster that has caused such a severe hardship to the employee or a family member of the employee that it requires the employee to be absent from work. In this circumstance, a "major disaster" is an event declared as such by the President under the Stafford Act, 42 U.S. C. Sec. 5170. Under this section, a donating employee may give accrued cashable leave that the Municipality shall deposit into a designated leave bank for the benefit of employees adversely affected by the major disaster. This section does not allow a donating employee to deposit leave for transfer to a specific employee recipient.
2. General Program Requirements.
 - a. The Employee Relations Department is responsible for the administration and oversight of the Program.
 - b. Leave donation requests shall be submitted in advance and require the approval of the Employee Relations Director. Leave donations will be processed by pay period for the following pay period's usage.
 - c. In order to receive donated leave, the employee recipient must:
 - (i) have exhausted all available personal leave balances and

(ii) be on approved leave. Per provision 2(b), the recipient employee is encouraged to initiate the leave donation process prior to leave exhaustion.

d. An employee is not allowed to convert donated leave to cash in lieu of using the donated leave.

e. Unused leave donations will be returned to the employee donor.

3. Definitions.

a. "family member" means an employee's parent, child, spouse, or domestic partner.

b. "parent" means a biological or adoptive parent, a parent-in-law, or a stepparent.

c. "child" means the employee's biological, adopted, or foster child, stepchild, or legal ward.

d. "domestic partner" means any person who meets the requirements to qualify for domestic partner benefits under the Municipality's health plan.

D. Vacation Scheduling

Vacation scheduling will be done by work unit as follows: The employee with the most seniority will select up to two (2) blocks of leave not to exceed one hundred twenty (120) hours total in length. The next most senior employee will do the same and this selection process will continue through the seniority list until each employee has made an initial selection. Then the process will be repeated, except that each additional block of leave is limited to a maximum of forty (40) hours and will be made available to each employee on down the seniority list. This up to forty (40) hour leave block selection process can be repeated as needed until the necessary work unit leave is scheduled. If, any prescheduled-leave is cancelled, the newly available blocks of leave time shall be made available to the other employees, beginning with the next most senior employee in the work unit.

However, if an employee moves from one work unit to another from a transfer, promotion, or demotion, regardless of seniority, for vacation purposes, that employee will be considered to have the least amount of seniority until January 1 of the following year.

The MOA and the Union agree that advanced scheduling of leave is beneficial to both parties, and therefore will honor the advanced scheduling of leave to the maximum extent possible.

Section 4.3.3 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 (B) below, shall be paid in cash to the employee on the first pay period of the following year.

B. Sick Leave Conversion

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

C. Annual Leave at Termination

Upon termination for any reason employees shall be entitled to payment for unused cashable annual leave 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.

Section 4.4 "INTENTIONALLY DELETED"

Section 4.5 Non-Cashable Sick Leave Account

Non-cashable sick leave account balances were frozen on May 5, 2003. Effective the first full pay period following Assembly approval of this Agreement, Non-Cashable Sick Leave balances more than 1.0 hours will remain in the employees' Non-Cashable Sick Leave Accounts, all others will be forfeited. Employees may 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.
- 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.
- C. The MOA 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.

Section 4.6 **Cash Value of Accrued Leave**

- A. Annual leave has no cash value, except as provided in 4.3.3 while an employee remains actively employed.
- B. Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.
- C. Factored cashable sick leave available under 4.3.3 B shall be paid to employees based on the rate of factored pay at time of cash in or usage.
- D. Non cashable sick and non-cashable annual leave cannot be converted to cash.

Section 4.7 **Bereavement Leave**

A regular employee shall be granted three (3) days of paid leave for bereavement of 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" is defined in Section 2.3. Bereavement 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.

Section 4.8 **Blood Donation Leave**

Employees shall be allowed up 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.

Section 4.9 **Court Leave**

Employees requiring court leave shall provide their management supervisor with a copy of their jury summons or subpoena as a witness upon receipt. Employees who fail to provide a timely copy of their jury summons or subpoena may be deemed ineligible for court leave and may elect to take leave without pay or annual leave for this time.

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 being on 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 factored rate of pay, provided that such days are part of their regularly scheduled work week. Such paid time off shall be for the hours the employee was otherwise scheduled to work and shall not be deducted from the employee's annual leave account.

- A. During Court leave, employees shall be paid at their factored rate of pay. However, employees shall report the amount of fees paid to them, and shall have such fees exclusive of travel, parking and subsistence allowances, for this period deducted from their regular pay.

- B. Employees shall provide their management supervisor with a copy of their certification of attendance, a letter from the court system, or certification of service as a witness eligible for court leave showing the days and times served. Failure to provide this documentation within 3 business days upon completion of court leave will result in conversion of the employee's court leave to annual leave or leave without pay until such time the appropriate documentation is provided.

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 the worksite and change into work clothing. For employees required to report to jury duty in the afternoon, the employee will be released from work for the time period reasonably necessary to change clothing, if necessary, and report to the court.

Section 4.10 Military Leave

Any employee who is a member of a branch or component of the U.S. Armed Forces, who must leave their job for military purposes 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 between their factored pay, and their military pay. Such military leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military leave may take annual leave or leave without pay for such military duty. Employees who elect to receive retirement credits in lieu of pay are ineligible to receive MOA Military Leave Pay.

The employee shall give as much advance written or verbal notice to the MOA as possible and is required to provide copies of bona fide military orders to the MOA, unless such notice is precluded by military necessity, or if the giving of such notice is otherwise impossible or unreasonable. Employees who are absent from employment by reason of service in the uniformed services shall be entitled to employment benefits and reemployment rights and benefits in accordance with federal law.

The term "member of branch or component of the U.S. Armed Forces" means the performance of duty on a voluntary or involuntary basis under competent authority and includes active duty, active duty for training, inactive duty training, full-time National Guard duty, a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person for any such duty, and a period for which a person is absent from a position of employment for the purpose of performing funeral honors.

Section 4.11 Voting Time Leave

Employees may be granted leave for the purpose of voting in federal, state or municipal general or special elections if such leave is required by state statute or municipal ordinance.

Section 4.12 Occupational Injury/Illness Leave

- A. Any regular employee who experiences an injury/illness in the course of performing work duties, and who receives Workers' Compensation benefits due to that injury/illness, shall be eligible for injury/illness leave as provided in this section. If an employee fails to return to work within one (1) year after the date of the original injury, the Director, or

designee, may terminate the employee's employment. An employee on injury/illness leave may be required to work and perform light duty for which he is qualified and capable as determined by the department head after consultation with the attending physician. If an employee performs a temporary light duty, they shall be compensated at their factored rate of pay for hours worked. The time during which an employee performs light duty for the MOA shall not be included in the one (1) year period.

- B. While an employee is on occupational injury/illness leave, health and life insurance coverage shall be continued in the manner prescribed by the Director, or his designee.
- C. If a medical provider determines an employee is unable to return to work due to a work-related injury/illness, the employee will be placed on leave without pay while receiving any eligible time loss benefits (wage replacement) from the Workers' Compensation Third Party Administrator. However, the employee shall receive Administrative Occupational Injury/Illness Leave for the first three (3) scheduled calendar work days after the injury/illness, as measured from the date of which the Workers' Compensation payments are premised. If the employees' disability extend beyond twenty eight (28) calendar days and the Third Party Administrator makes a time loss benefit payment to the employee for the three day waiting period, the MOA shall reduce the Administrative Occupational Injury/Illness Leave by the value of Workers' Compensation time loss benefits paid for the three day waiting period.
- D. Employees released to temporary light duty are encouraged to schedule injury/illness related medical appointments during off duty hours. If the employee is unable to schedule the injury/illness related medical appointment during off-duty hours, the employee shall be released from work and allowed reasonable time to attend the appointment, up to a maximum of four (4) hours per week, including travel time. In this situation, the employee shall not be charged leave. The employee shall return to work for the remainder of the shift following the medical appointment unless approval not to return to work is obtained from the employee's supervisor.

Employees released to full duty are encouraged to schedule injury/illness related medical appointments during off duty hours. If the employee is unable to schedule the injury/illness related medical appointment on a day off, during off duty hours, the employee shall be released from work and allowed reasonable travel time to and from the appointment, up to two (2) hours per week, including travel time, within the first sixty (60) calendar days after release to full duty. The employee shall return to work for the remainder of the shift following the medical appointment, unless approval not to return to work is obtained from the employee's supervisor.

In either case, the employee is required to provide the supervisor with documentation that the medical appointment was attended and was due to the occupational injury/illness. If documentation is not provided, the employee will be required to utilize paid or unpaid leave. This Subsection is only applicable for one (1) year following the date of the original injury/illness.

- E. The Municipality's responsibilities under this Section 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 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 light duties shall not be included in calculating the one (1) year period; or
 4. Cancellation/denial of the employee's Workers Compensation claim.
- F. An employee who sustains an occupational injury/illness shall satisfy the following conditions:
1. The employee shall make a complete report of the injury prior to leaving the work place at the end of the work day, if practical, to the MOA, including all forms and documentation ;
 2. The employee shall cooperate with the Director, or designee, to prepare and submit all forms and information related to the employee that the Director may request;
 3. The employee shall cooperate fully with the Municipality's Workers' Compensation Third Party Administrator.
- G. An employee who has been medically declared to be permanently unable to return to their regular job, or who has not returned to their job in a full duty capacity within one (1) year following the date of original injury/illness, may be medically separated from MOA employment.

Every effort will be made by the MOA to assist the employee with eligibility benefits and to offer other MOA employment in vacant MOA positions for which the employee is qualified.

Section 4.13 Leave Without Pay

Leave without pay may take any of the forms stated in this Article, and may be granted by the Director, or 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.

Section 4.14 Medical Leave Without Pay

- A. **Requirements:** Medical leave without pay for non-occupational disability may be granted only:

1. 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; and
 2. Upon exhaustion of all but forty (40) hours of the employee's annual leave, and exhaustion of the employee's sick leave, an employee may elect, in writing, to bank forty (40) hours of annual leave. Employees who elect to bank forty (40) hours of annual leave may not access the leave until they return to duty or separate from the Municipality.
- B. **Duration:** Medical leave without pay may be granted for the treating physician's estimated term of disability, but not to exceed three (3) months. The Director, or 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.
- 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, or designee. Thereafter, the employee shall be entitled to receive such benefits only if he pays for them in the manner prescribed by the Director.
- 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 the employee returning from medical leave without pay to a comparable position within the agency, or arrange for appointment in another agency of the MOA 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 Section 3.6, Layoff And Recall From Layoff.

Section 4.15 Educational Leave Without Pay

- A. The Director or designee, may authorize educational leave without pay to allow the employee to complete formal undergraduate or advanced degree requirements, if:
1. Such education will be of benefit to the Municipality;
 2. The employee has been employed by the Municipality for at least two (2) years;
 3. Upon exhaustion of all but forty (40) hours of the employee's annual leave. An employee may elect, in writing, to bank up to forty (40) hours of annual leave. Employees who elect to bank up to forty (40) hours of annual leave may not access the leave until they return to duty or separate from the Municipality;
 4. The agency head has certified that employee's absence is unlikely to have a serious effect upon the agency's performance; and
 5. No educational assistance shall be provided to an employee on educational leave without pay,
- B. A maximum of one (1) year may be granted for educational leave without pay.

- C. **Benefit Entitlement:** An employee on educational leave without pay may pay for health and insurance coverage, as determined by the Director or his designee.
- C. **Replacement Of Employee On Educational Leave Without Pay:** Employees on approved educational leave without pay may be replaced by temporary, full-time, or 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.

Section 4.16 Personal Leave Without Pay

A. Personal Leave Without Pay

The Director or his designee, may grant personal leave without pay when the employee has stated a legitimate personal reason on his/her leave request application; and

1. The agency certifies that the agency is able to perform adequately if the leave is granted;
2. The employee has exhausted his/her annual leave, provided that for personal leave requests that do not exceed thirty (30) days in duration this provision is not applicable;
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
4. The employee pays for the health insurance coverage that he may choose to receive as determined by the Director or his designee.

B. Sabbatical Leave of Absence

The agency head may approve an employee request for a sabbatical leave of absence every ten (10) years of continuous service under the following conditions:

1. The employee has a minimum of five (5) years of continuous service with the MOA;
2. The sabbatical does not exceed ninety (90) calendar days;
3. The employee is not required to exhaust his or her annual leave account;
4. The employee has requested the sabbatical absence at least three (3) months in advance. The employee is not required to provide any reason for the request, however, the employee cannot request a sabbatical if the reason for the sabbatical meets the conditions under Section 4.18, Family Leave;
5. Health insurance coverage is maintained during periods of paid leave;

6. If the employee wants to continue health insurance during periods of leave without pay, the employee is responsible for paying the premium; and
7. The employee is not entitled to leave accrual during any period of leave without pay.

C. Replacement Of Employee On Personal Leave Without Pay and A Sabbatical Leave of Absence:

Employees on approved personal leave without pay or a sabbatical leave of absence may be replaced by temporary or part-time employees, depending on the needs of the agency and the duration of the absence. An absence under this provision shall not constitute a break in service.

Section 4.17 Programmed Leave Without Pay

- A. Requirements: If an agency head suspends the work performed by an employee for more than one (1) week, but no more than eight (8) work weeks in a calendar year, the employee may choose to be laid off pursuant to Section 3.6 of this Agreement, or to take programmed leave without pay. An employee who is on programmed leave without pay may choose to use annual leave for any portion of that leave.
- B. Duration: No more than sixty (60) days of programmed leave without pay shall be available pursuant to any one suspension of work by an agency head.
- C. Benefits: An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director, or his designee, but annual leave shall not accrue during that time.
- D. No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of their position be assigned to another employee.

Section 4.18 Family Leave

The Family and Medical Leave Act of 1993 and the Alaska Family Leave Act entitle employees to periods of leave for childbirth, adoption, to care for a close relative with a serious health condition and also for an employee who is unable to perform his or her duties because of a serious health condition. This section adopts all the rights and requirements of those Acts. For further information regarding your rights under this section please contact your HR specialist and/or your Union Representative.

Section 4.19 Unauthorized Absences

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

ARTICLE 5

COMPENSATION

Section 5.1 **Wage Rates**

- A. Wages paid to employees shall be as specified in Section 11 to this Agreement. All employees will be compensated under a pay range and step system.
- B. The wages specified in Section 11 of this Agreement shall be adjusted during the life of this Agreement as follows:
 - 1. Effective the first full pay period on or after July 1, 2010, employees will receive a 0.0% wage increase as shown in Section 11.1.
 - 2. Effective the first full pay period on or after July 1, 2011, employees will receive a \$3.00 increase at Step 1 of each range as shown in Section 11.2.
 - 3. Effective the first full pay period on or after July 1, 2012, employees will receive an amount equal to the Anchorage CPI-U average for the previous five-year period (2007-2011): minimum of two and a half percent (2.5%) and a maximum of three and nine-tenths percent (3.9%).

Section 5.2 **Starting Rate On Initial Employment**

- A. Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to the maximum rate within a pay range shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a rate higher than the minimum rate in the range for the class when the needs of the service make such action necessary, provided that any such exception is based on the applicant's experience and ability over and above the qualification requirements specified for the class, or if a critical shortage of applicants exists. Such approval shall be made in writing prior to appointment.
- B. Advancement from step to step within a pay range shall occur only on the anniversary date of the employee's employment in that classification or pay range. Pay step increases shall not be delayed by any paid time off except for absences under Injury Leave in excess of thirty days. In the event of an upward reclassification or range change, the merit anniversary date shall remain unchanged.
- C. Journeyman Certified Plumbers at Facility Maintenance, and Mechanical Inspectors, shall be hired on original appointment to their position at the maximum pay rate, thus eliminating the successive steps for classifications.

Section 5.3 **Overtime Pay**

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

- B. If due to an unforeseen operational emergency an employee is requested to work in excess of a continuous twenty-four (24) hours, all hours in excess of the twenty-four (24) hour period will be paid at two (2) times the factored rate of pay, (Meal breaks, rest breaks and comfort breaks are inclusive in this 24 hour period).
- C. There shall be no pyramiding of overtime. Overtime includes all hours with a multiplication factor greater than 1.0. Application of the overtime rate and a shift differential to the same hours worked shall not constitute pyramiding of overtime.

Section 5.4 Shift Differential

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

Section 5.5 Holiday Pay

Regular employees shall be paid holiday pay as follows:

- A. Regular full time employees working a five (5) day eight (8) hour shift shall be paid an eight (8) hour holiday.
- B. Regular full time employees working an alternate schedule shall be paid hours for a holiday as follows:
 - 1. Employees working on a 9-80s schedule shall be paid an eight (8) or a nine (9) hour holiday, equal to the employee's regular scheduled hours for that shift.
 - 2. Regular full time employees working a four (4) day ten (10) hour shift shall be paid a ten (10) hour holiday.
 - 3. Employees working the Treatment Facilities Alternate Schedule shall be paid no more than a twelve (12) hour holiday, which is to be applied against one singular scheduled shift. In the event that the shift overlaps calendar days, the beginning of the shift is the start of the holiday.
- D. Regular part time employees shall be paid a pro-rated holiday based upon the employee's full time equivalency.

Section 5.6 Longevity Pay

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

Section 5.6.1 Length of Service

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

Section 5.6.2 **Length of Service Date Computation**

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

Section 5.6.3 **Length of Service Date Determines**

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

Section 5.6.4 **Longevity Pay**

Longevity pay is additional pay as a reward for length of service. Effective date for longevity pay increase shall be the employee's length of service date. Longevity pay will be paid only to employee's hired prior to January 1, 1981 as follows: 117.5% of base pay after 25 years of total service 120% of base pay after 30 years of total service.

Section 5.6.5 **Longevity Continuation**

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

Section 5.6.6 **Service Recognition**

Service Recognition pay for total number of years served is designed to reward long term commitment and encourage employees with valuable skills and experience to return to municipal service. Regular employees hired on or after January 1, 1981, shall be eligible to receive Service Recognition pay as follows:

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

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

Section 5.6.7 **Gain Sharing (deleted)**

Section 5.7 On-Call Pay

- A. Employees who are in On-Call status at the direction of the MOA shall be paid two (2) hours of pay at their factored straight time rate for each work day or portion thereof spent in On-Call status on a weekday (Monday through Friday).
- B. Employees who are in On-Call status at the direction of the MOA on the weekends (Saturday or Sunday) and on recognized holidays shall be paid three (3) hours of pay at their factored straight time rate for each weekend day.
- C. Employees working in a higher classification when in On-Call status shall be compensated in accordance with Section 5.13 Work in Different Classification.
- D. Employees who are in On-Call status overnight between the end of one shift and the start of another will be considered to have served only one day of on-call duty.

Section 5.8 Call Out Pay

Employees who are working in call out status shall be compensated at one and one-half (1 1/2) times their factored rate of pay for all hours worked, except as stipulated in Section 5.3, with a guarantee of (5) hours of pay at the factored straight time rate for each call out. The employee is in a pay status for all hours spent at work, commuting time is not compensable. Any subsequent call out that requires an employee to return to work shall be considered a separate call out.

Section 5.8.1 Work Related Assistance

Employees who are called for work-related assistance while off duty and are not required to report to the work site shall be paid thirty (30) minutes at their factored straight time rate of pay per day in which they are called for work-related assistance. The 30 minutes of pay does not count towards hours worked for the purpose of determining overtime eligibility.

Section 5.9 Travel Pay

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

Section 5.10 Meal Allowance

If employees are entitled to a meal allowance, they will be paid \$12.00 to partially cover the cost of the meal.

Section 5.11 Deductions From Pay

The MOA may deduct monies owed to the MOA under any MOA program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and dues check off. The MOA may not make any other deductions from employee pay except as authorized by law or written agreement with the employee. Upon notification to the employee, the MOA reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred.

Section 5.11.1 Voluntary Deductions

A Union member may authorize and the MOA will deduct a specified amount to be forwarded to the Union for either the UA Local 367 Political Action Fund or UA Local 367 Voluntary Fund or both. The Union will obtain the payroll deduction authorization from each employee who wishes to participate and forward such authorization to the MOA so that the deduction can be made. The first deduction will occur no more than thirty (30) days after the MOA receives the authorization.

An open enrollment period for these deductions will be announced during the month of November. The employee cannot revise the amount to be deducted once the authorization has been received by the MOA except during the month of January each year. However, an employee may withdraw the authorization at any time by notifying the MOA in writing at least thirty (30) days prior to the last intended deduction. The Union will furnish the payroll deduction authorization forms as approved by the MOA.

Section 5.12 Work In Different Classification

- A. When an employee is temporarily assigned to work two (2) or more consecutive hours in a higher classification within the bargaining unit, the employee will be compensated at five (5) percent above his or her factored rate of pay for all hours worked in the higher classification. A responsible MOA representative other than the person whose position is being filled must make the assignment. When an employee is temporarily assigned to work in a lower classification, the employee will be compensated for all hours worked in the lower classification at his regular applicable rate of pay. An employee assigned in a training capacity, who is accompanied by another operator for training purposes or whose performance is being continuously monitored on-site is not covered by this article.
 - 1. Leadman: The MOA shall designate an employee to perform the duties of leadman on a shift or job with a regularly assigned leadman when the leadman is absent for at least two (2) hours. Activities incidental to the duties of a leadman normally occurring during the day, to include comfort and lunch breaks, are not to be construed as absences.
 - 2. Foreman: The MOA shall designate an employee to perform the duties of foreman on a shift or job with a regularly assigned foreman when the foreman is absent for at least two (2) hours. Activities incidental to the duties of a leadman normally occurring during the day, to include comfort and lunch breaks, are not to be construed as absences.
- B. In the event a Foreman or Leadman is attending a full day training session or meeting, the MOA shall designate a bargaining unit employee to perform the duties of that position.
- C. When a bargaining unit employee is assigned by management to perform the duties of a non-represented position for one full work day but not more than ten consecutive full work days, the employee shall be paid either at Step 1 of the range of the non-represented position or at a rate that provides for a five (5) percent increase to the current factored rate of the affected employee, whichever is greater.
- D. (This section left blank intentionally)

- E. An employee assigned to the position of Designated Excavation Lead Man/ Designated Competent Person shall be paid at a rate that provides for a ten percent (10%) increase to the employee's current base rate of pay during the time the employee is assigned to the position.

Section 5.13 Reclassification Request

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

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

Section 5.14 Pay Day and Pay Time

All employees will be paid every other week. Paychecks and advices will be available by noon on each payday. If payday is a recognized holiday, then payday shall be the last working day prior to the recognized holiday. The Municipality shall provide for, and employees will be encouraged to participate in, automatic payroll deposit.

Section 5.15 Errors in Pay

There shall be no liability on the part of the MOA with regard to the preparation and delivery of paychecks other than for intentional misconduct. The MOA will reimburse an employee for any proven loss suffered by the employee as a result of intentional misconduct in the preparation and delivery of the employee's paycheck. Confirmed discrepancies in pay will be corrected by the MOA by the next payday occurring more than seven (7) days after the discrepancy is confirmed. Failure of the MOA to correct confirmed discrepancies by the next payday occurring more than seven (7) days after the discrepancy is confirmed shall entitle the employee to receive twenty-five dollars (\$25.00) pay for each day after the payday during which the discrepancy remains uncorrected.

Section 5.16 Mid-Term Classification Changes

If, during the term of the Agreement, the Employer creates a new classification, the applicable wage rate is subject to negotiations and arbitration. The employer's decision to create a new classification is not subject to arbitration.

Section 5.17 Building Inspections Schedule

Building inspectors required to work on the employee's regular days off will be paid a minimum of four (4) hours at the factored straight time rate regardless of hours worked.

Section 5.18 Field Service Journeyman

Field Service Journeyman scheduled to work on the employee's regular days off will be paid a minimum of four (4) hours pay at the factored straight time rate regardless of hours worked.

Section 5.19 Treatment Facilities Direct Responsible Charge Premium

During all hours of operation at a treatment plant, a Treatment Plant Operator III/IV shall be assigned as the Direct Responsible Charge Operator (DRC) when an Operations Foreman is not present for greater than two (2) hours. When assigned, the DRC Operator shall receive one-hundred and five percent (105%) of his or her base rate of pay. The DRC compensation will cease whenever an Operations Foreman returns to work.

ARTICLE 6

BENEFITS

Section 6.1 **Health Program**

A. MOA Health Care Plan Through June 30, 2013

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

B. MOA Health Flex Plan Effective January 1, 2011

Effective January 1, 2011, all eligible employees will be covered under the Municipality of Anchorage's Health Flex Plan. The Health Flex Plan offers comprehensive medical, dental, audio, and vision coverage with a variety of options from which the employee chooses the level of coverage for the employee, spouse, and eligible dependents.

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

In the final quarter of each calendar year beginning in year 2011 the Municipality shall hold a thirty (30) day enrollment period for employees to select coverage in the Health Flex Plan. The options selected by the employee shall become effective January 1 of the next year.

C. Eligibility

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

D. Municipal and Employee Contributions

Effective July 1, 2011, the Municipality shall contribute a flexible benefits plan credit rate amount of \$1,564.48 per month for each eligible employee.

Beginning July 1, 2011, and each year thereafter, eligible employees shall pay, by payroll deduction, any difference between the Municipality's monthly contribution and the total monthly premium required to provide the health care options selected by the employee for the employee and qualified dependents. Subject to the satisfaction of applicable law and regulations, such employee contributions will be on a pre-tax basis.

Effective January 1, 2012 through June 30, 2013, the MOA shall contribute an amount equal to the amount contributed for non-reps and executives. Should the amount contributed for non-reps and executives drop below the 2011 rate during the life of this contract, the MOA and Local 367 will renegotiate health benefits. The monthly insurance premium is the dollar amount set by

the insurance carrier at the beginning of the policy year, for the appropriate rating group, that is required to provide the agreed upon coverage to employees and their eligible dependents. No later than November 1 of each year, beginning in 2011, the MOA shall provide the Union written notice of the premium rate for the next calendar year. There shall be no return or refund of premium of any kind to any employee.

E. Life and Accidental Death and Dismemberment (AD&D) Insurance

Employer-paid basic life insurance coverage, shall include AD&D coverage, in the amount of \$10,000, and will be provided for each eligible employee. The employee will have the option of purchasing supplemental life and AD&D insurance offered under the same terms and conditions that they are available to non-represented and executive employees. Coverage at a monthly premium rate set by the insurance carrier. The premium for any supplemental life insurance coverage shall be paid by the employee through payroll deduction.

F. Long Term Disability

Employer-paid long-term disability coverage in the amount of sixty (60) percent of the employee's annual salary up to a maximum of three thousand dollars (\$3,000) per month will be provided to each eligible employee who works a minimum of twenty (20) hours per week under the terms and provisions of the Municipality's policy.

G. Short Term Disability

Short Term Disability coverage does not cover employees off on Workers' Compensation injuries. All premiums shall be paid by the employee through payroll deduction. Employees may elect the level of short-term disability coverage offered under the same terms and conditions that they are available to non-represented and executive employees.

H. Administrative Fee

Each eligible employee will pay by means of payroll deduction an administrative fee the same as that of non-represented Municipal employees. As of July 1, 2011 the fee is \$5.00 per month split equally between two (2) pay periods in each month.

I. Wellness Program

The Union recognizes that the encouragement of a healthy workforce and a safe work environment is the right and obligation of the MOA. The Union agrees to cooperate and promote with the MOA in the exercise of this right and fulfillment of this obligation so long as no right guaranteed under this agreement is violated and with the recognition that participation of its members in any wellness program made available by the MOA shall be on a voluntary basis.

Section 6.1.1

Health Care Cost Containment Committee

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

Section 6.1.2 **Health Promotion**

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

Section 6.2 **Savings Plan**

Employees shall be eligible to participate in the Municipality's 401 (K) and 457 savings plan.

Section 6.3 **Retirement**

The MOA shall maintain, for eligible employees covered by this Agreement, the Public Employees Retirement System (PERS) as legislated by the State of Alaska, and shall not diminish its current level of participation in the program, except as may be required by PERS. Those retirement issues unilaterally changed by the State PERS Board or legislature, or decisions by PERS regarding benefits, are not subject to the grievance and arbitration procedure.

Upon sixty days (60) written notice to the Municipality, Employee Relations Director, all employees of the bargaining unit, as an entire group, shall contribute a portion of wages to the Alaska U.A. Pension Fund. Subject to the satisfaction of applicable law and regulation, such employee contributions will be on a pre-tax basis.

Section 6.4 **Health Care Reform**

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

Section 6.5 **Pre-Tax**

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

ARTICLE 7**DISCIPLINE AND RESOLUTION OF DISPUTES****Section 7.1 Discipline**

In normal circumstances the MOA shall follow a program of progressive discipline, consisting of: oral warning, written reprimand, suspension for a period to be determined by the department head or his designee, with or without pay, demotion or termination of employment. It is understood that certain kinds of discipline may be initiated at a higher level on the disciplinary continuum than others due to the severity or frequency of the misconduct. Regardless, no discipline will be imposed without just cause and discipline will be appropriate both to the level of the misconduct and the disciplinary record of the employee.

A counseling memo shall not be considered disciplinary in nature and is not grievable. An employee may, but is not required to, respond to a counseling memo or a DAR in writing. Any employee response to a counseling memo or DAR shall be kept in the same file as the counseling memo or DAR.

All valid disciplinary actions, except oral reprimands, shall be documented on a Disciplinary Action Report (DAR) form. Completed DAR's shall be maintained in the employee's personnel file(s). At the end of a designated retention period, at the request of the employee, the Director or designee shall remove and return the DAR from the employee's personnel file(s).

Employee Relations will track all disciplinary actions on a DAR log and a copy of the DAR will be kept in a separate file, independent from the employees' personnel file(s).

Progressive counseling and/or discipline shall be as follows:

Counseling Memo	Non-Disciplinary	Memo Removed After Twelve (12) Months With No Similar or Related Incident
Written Reprimand	Disciplinary	DAR Removed After Twelve (12) Months With No similar or Related Incident
Suspension	Disciplinary	DAR Removed After Two (2) Years With No Similar or Related DAR
Transfer	Disciplinary	DAR Removed After Two (2) Years With No Similar or Related DAR
Demotion	Disciplinary	DAR Removed After Two (2) Years With No Similar or Related DAR
Termination	Disciplinary	Permanent record

Section 7.2 Grievance Defined

Only complaints or disputes of an employee acting through the Union, arising under this Agreement and involving an alleged violation, misapplication or misinterpretation of this Agreement or complaints of the MOA or the Union shall be subject to the grievance procedure. The MOA or the Union may file a grievance on its own behalf only when the grievance alleges a

violation, misapplication or misinterpretation of this Agreement which deprives the MOA or the Union of a specific right, power or entitlement granted or reserved to it in this Agreement. MOA and Union grievances shall be filed in writing commencing at Step II of this grievance procedure. Notwithstanding Section 2.6, allegations of unlawful discrimination which do not include contract or personnel rule violations shall be directed to public agencies which have jurisdiction to investigate such allegations. Allegations of a violation of a personnel rule applicable to employees under section 2.4 are grievable under this agreement.

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

The Union shall provide to the Labor Relations Manager a list of business representatives who are Union designees for the purpose of pursuing and resolving Union grievance matters. This list shall be resubmitted any time there is a change in personnel on behalf of the Union.

Section 7.3 Grievance Procedure

- A. The procedure for the resolution of grievances is hereby provided. When a situation arises which becomes a basis for a grievance, the Union and the Municipality will make every effort possible to informally resolve the grievance administratively. In the event that the grievance cannot be thereby resolved, the grievance shall be reduced to writing, and shall be delivered to the other party in accordance with Step One of this section. The written form of the grievance shall contain the following information:
1. The nature of the grievance and the specific circumstances out of which it arose;
 2. The remedy requested;
 3. The Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated; and
 4. Date of alleged violation(s).
- B. In the application of this article, "days" shall exclude Saturdays, Sundays, and recognized Municipal holidays. Nothing in this article shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitration (arbitrator and hearing cost) shall be borne equally by the Municipality and union representing the grievant.
- C. At each step the time requirements may be extended by mutual agreement. Failure by either party to follow the time limits for advancing the grievance to the next step in the grievance and arbitration procedure set forth below shall result in the grievance being resolved against the party failing to follow time limits without precedent.
- D. For cases involving discharge the grievance procedure shall begin at Step II of the procedure and the parties agree to make every effort to schedule the arbitration on an expedited basis.

Section 7.3.1 **Step One**

The written grievance shall be distributed to the responsible Department Head within ten (10) working days of when the event giving rise to the grievance occurred, with a copy of the written grievance provided to the Director. The Employer shall have ten (10) working days from receipt of the written grievance to meet with the Union and attempt resolution. The Department head has ten (10) working days after the Step One to issue a written response.

Section 7.3.2 **Step Two**

Upon receipt of a denial of the grievance at Step One, the Union shall have ten (10) working days in which to notify the director that the grievance remains unresolved and that the Union wishes to appeal the grievance to Step Two. If notification is given, then the Union and the Director shall meet within ten (10) working days of that notice to attempt resolution. Within ten (10) working days after the Step Two meeting the Director must issue a written response.

In the event that the Union or the MOA files a grievance at Step Two of this procedure, the Director and the Union shall meet within ten (10) working days of the receipt of that grievance in an attempt to resolve the grievance. Within ten (10) working days of that meeting, the party against whom the grievance is filed shall issue a written response.

Section 7.3.3 **Step Three**

In the event a grievance is not resolved at Step Two of these procedures, it may be advanced to Step Three, "Arbitration". The request for arbitration may be made by either party and must be made in writing. The Step Three arbitration request shall be delivered to the other party within ten (10) working days of receipt of the Step Two response. The arbitration shall be conducted pursuant to generally accepted principles of labor arbitration. The parties agree to make every effort to schedule the arbitration on an expedited basis. The location of the arbitration shall be determined by mutual agreement of the parties.

Section 7.3.4 **Arbitrability**

In the event that any question involving the procedural or substantive arbitrability of any grievance arises, such questions of arbitrability shall be determined by the same arbitrator selected to make judgment on the merits of the grievance. The hearing on the merits shall not commence until a decision is rendered on the arbitrability questions.

Section 7.3.5 **Selection of the Arbitrator**

Upon the filing of written notice of a request for arbitration, the parties shall have five (5) working days to meet informally in an attempt to select a mutually acceptable local arbitrator. If no agreement can be reached, the parties may mutually agree upon an arbitrator from outside the Anchorage area. If no such agreement is reached, the parties may request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) and alternately strike arbitrators from the list until one name remains. The arbitrator remaining shall hear any grievance properly appealed to arbitration.

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

Section 7.3.6 **Authority of the Arbitrator**

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration. The arbitrator shall have no authority to add to, alter, delete or modify any statute, regulation, ordinance or provision of this labor agreement. The arbitrator has no authority to grant any relief that is not reasonably contemplated by the grievance, or to issue any award on a matter not raised in the grievance. The arbitrator's authority and jurisdiction is strictly limited to the interpretation and application of this agreement. The decision of the arbitrator shall be final and binding on all parties.

Section 7.3.7 **Service**

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

Section 7.3.8 **Existing Grievances**

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

Section 7.3.9 **Personnel Files use in Arbitration**

No discipline or counseling document contained within an employee's personnel file(s) may be used in arbitration or other hearing, unless timely notice of a copy of the document is provided to the employee at the time it was entered into the employee's file. The employee shall sign acknowledgement indicating receipt of the document. Such acknowledgement shall not constitute the employee's concurrence with the contents of the document.

ARTICLE 8

WORK RULES

Section 8.1 **Safety**

Safety rules shall be as follows:

- A. The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.
- B. The regulations concerning safety and equipment standards shall be governed by local, state and federal government rules, which shall be followed by the MOA, the Union and all employees.
- C. Employees shall be required to turn in equipment condition reports as prescribed by the appropriate department.
- D. All equipment which is unsafe shall be reported to the appropriate supervisor or his designee, who shall take immediate steps to correct the items reported. No employee shall be disciplined for refusing to operate unsafe equipment.
- E. Employees shall immediately report an accident and shall not leave the scene of the accident unless advised to by their supervisor or by a police officer or other appropriate official at the scene.
- F. Employees must submit accident and injury reports prior to leaving the work place at the end of the work day if practical. Employees must use any and all safety equipment paid for or furnished by the Employer. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- G. The Employer shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions. The Employer shall furnish seat belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.
- H. The Municipality shall establish regular safety meetings for each department on a monthly basis during working hours and all employees will be required to attend without loss of pay.
- I. The MOA shall provide employees who work in the field with the opportunity to be trained and certified in First Aid and CPR at the Employer's expense. The employer shall ensure there are a sufficient number of trained and certified employees on each job in accordance with State and Federal laws.
- J. Work involving the handling of Chlorine Gas cylinders shall be performed by no less than two (2) municipal employees.

- K. The MOA shall not require any employee to work more than twenty-four (24) consecutive duty hours. (Refer to Section 5.3 Overtime Pay for hours worked in excess of twenty-four (24) hours).
- L. The MOA will not assign work to an employee who has not been properly trained, licensed, and/or certified to perform the work.
- M. The MOA is ultimately responsible for creating and maintaining a safe work environment. Employees have a critical and fundamental duty to report all safety hazards and unsafe work place conditions promptly to their supervisor. If the employee is not satisfied with the supervisor's response and believes the unsafe condition has not been corrected, the MOA encourages the employee to continue to take the matter up through the appropriate chain of command.
- N. The parties recognize and agree that the Union plays a significant role in promoting and enforcing the highest standards of workplace safety, through its membership. Appropriate safety standards cannot be maintained without the dedicated involvement of each employee. Employees must require of themselves and their colleagues a rigorous and professional approach to safety matters. Where it is appropriate the Union will address the matter through an internal process.

Section 8.2 Protection of Municipal Property

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

Section 8.3 Hand Tools

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

Section 8.4 Lockers

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

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

- A. The MOA will furnish, launder and maintain uniforms and special clothing only where the MOA or applicable federal and/or state safety regulations require such uniforms and special clothing. Any such uniforms or special clothing provided by the MOA shall be returned to the MOA upon termination of the employee's employment. Uniforms will be provided in sufficient quantity to meet the needs for an employee's regular workdays within a two-week period. The employee will be liable for loss or damage to uniform(s) not directly attributed to work.
- B. Each employee who is required by the MOA to wear safety eye glasses, and who requires prescription safety eye glasses, shall wear industrial prescription safety glasses

(ANSI Standard Z87). The MOA shall reimburse the employee for actual cost of required prescription safety glasses, not to exceed the sum of one hundred fifty dollars (\$150) per calendar year. The employee shall be required to submit a receipt for the prescription safety glasses. Employees who receive insurance reimbursement or discounts are only eligible for reimbursement up to the amount that is not covered by the reimbursement or discounts, and such reimbursement from the MOA shall not exceed one hundred fifty dollars (\$150) per calendar year.

C. For AWWU only, the following will be provided in addition to the foregoing:

1. All AWWU employees will be provided a one-time clothing allowance of three hundred dollars (\$300.00) during the life of this agreement to cover the cost of cold weather work clothing and gear. The allowance will be provided during the first full pay period of September of each year to employees who have not received the one-time clothing allowance. Employees are responsible for laundering and upkeep of all such clothing acquired by the employee.
2. AWWU will continue to provide hip boots, rubber boots, rain gear and work gloves. AWWU shall continue to maintain existing laundry facilities at the current work locations, available for use by employees for clothing other than that specifically provided by the MOA. However, such laundering will be done on their own time.
3. If an employee becomes contaminated with wastewater, chemicals, or other contaminants during working hours, that person will be given adequate time to shower or clean up during their shift.

D. For Facility & Maintenance only.

1. Beginning January 1, 2011, and each calendar year thereafter, each employee, required by the MOA to wear safety footwear, shall be provided a safety footwear allowance of one hundred (\$100) in the first full pay period of each calendar year.

Section 8.6 Access To MOA Property

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

Section 8.7 Revocation of License

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

Section 8.8 Minimum Qualifications

Except in emergencies the following shall apply:

- A. Hydrant runs will be performed by a Utilityman II or higher classification.
- B. A Journeyman will be present on all excavation jobs and connections.
- C. A Journeyman will be present during all boiler operations.

For the purpose of meeting the minimum requirements in "A" above, temporary T-coding of employees, from lower classifications, is permissible, provided the employee is qualified to perform the duties of the higher classification. A Systems Maintenance Superintendent, in consultation with the employee and/or the employee's crew foreman, shall determine whether the employee is qualified. For "B" and "C" above, temporary t-coding of employees is prohibited in this section except in emergencies.

Section 8.9 Temporary Girdwood Assignment

Employees who are assigned to work in Girdwood may elect to either report to the Girdwood facility or to the AWWU facility designated by management within the Anchorage Bowl at regular shift starting time. Employees who elect to report to the facility within the Anchorage Bowl will be provided a Utility designated pool vehicle(s) for the purposes of reporting to the Girdwood facility, such time spent traveling will count as hours worked. Employees who arrive after the scheduled start time, and miss the pool vehicle, will not be considered in a pay status until they arrive at their Girdwood work location by their own means.

Section 8.9.1 Girdwood Assignment Per Diem

Employees assigned to remain in Girdwood for 24 or more consecutive hours will be placed in an on-call status after completion of their regular shift and will receive a per diem of \$48.00 for each 24-hour period.

Employees assigned to remain in Girdwood for 24 or more consecutive hours, will be provided lodging for each night after a regular shift has been completed. Employees will be provided a Utility vehicle for transportation in Girdwood.

Employees assigned to remain in Girdwood for 24 or more consecutive hours will be required to follow the Utility's after hours response policies and procedures for Utility systems, as they will be acting in the on-call capacity for Girdwood.

Employees who reside in Girdwood will not be eligible for lodging or per diem.

Section 8.10 Backhoe Operation Premium

A Heavy Equipment Operator will operate a backhoe; whenever a Journeyman Utilityman is required to operate a backhoe, the employee shall receive compensation at 105% of his/her regular rate of pay.

ARTICLE 9

MISCELLANEOUS PROVISIONS

Section 9.1 **Educational Assistance and Incentive**

Employees will be entitled to educational assistance in accordance with Municipal Personnel Rule 16 (AMC 3.30.162). The Municipality offers, as an employee development program, educational assistance payment for certain college courses of benefit to the organization, which may result in an advanced education degree.

Advanced Education Degrees: In order to promote career development and provide for compensation based upon education level, technical or professional abilities, merit and skills applied, the MOA will offer compensation for academic degrees obtained from a college level accredited institution (unless stipulated as a job requirement):

Associate's Degree: Employees who possess an Associate's degree from an accredited institution that is related to an employee's job, shall be compensated a one percent (1%) premium added to the employee's base wage rate.

Bachelor's Degree: Employees who possess a Bachelor's degree from an accredited institution that is related to an employee's job, or a non-related degree with a minor that is related to an employee's job with at least eighteen (18) course credits of which 6 credits are at the upper level (300 and above); shall be compensated a three percent (3%) premium added to the employee's base wage rate.

Compensation level shall be for the highest degree obtained that is applicable to the stipulated criteria; compensation shall not pyramid as the result of multiple degrees.

Section 9.2 **Union Training Program**

The Union and the Municipality of Anchorage agree that it is in their mutual interest and in the interest of the employees to be trained in the fields of work and equipment covered by this Agreement. It is agreed that the Union and the Municipality may establish a Training Committee consisting of equal membership from the Union and the Municipality to investigate and recommend to the Union and the Municipality certain apprenticeship or other training programs affecting employees represented by the Union.

Section 9.3 **Joint Labor Management Committee**

The Union and MOA agree that internal joint labor-management committees shall be established at the request of the Union or the MOA, consisting of management representatives selected by the employer and representatives selected by the Union. At the discretion of the General Manager or Director, or initiation of the committees, the committees may consider issues such as incentives for certifications, licenses, cross-training, multi-skills development, and proficiency awards. The committees may review and make recommendations on any issue raised by the committee or the General Manager. Implementation of any recommendation which affects the terms and conditions of employment shall be subject to agreement between the Employer and the Union.

Section 9.4 **Cross Training and Multi-Skilling**

The parties agree that prior to implementation of Cross-training and/or Multi-skilling (pilot and regular) projects, except cross-training as identified in Section 9.5 B, this Agreement will be reopened upon request for negotiations relative to these programs and such programs may be implemented mid-term upon mutual agreement of the parties.

Section 9.5 **Training**

- A. **Training Opportunities:** Regular employees shall be retained in pay status while attending Employer sponsored or approved training. Regular employees shall be given preference over temporary and non-employees for training opportunities within the municipal workforce.

- B. **Cross-training:** The MOA supports and encourages the concept of cross-training opportunities for employees. Where business operations permit, employees may be granted a cross-training opportunity to fill in for another employee in a different work unit within the bargaining unit who is on leave or otherwise temporarily absent from the workplace; or fill in temporarily an existing vacant position during a portion or all of its vacancy period. No additional pay above the employee's regular rate shall apply when the employee is engaged in cross-training under this section.

ARTICLE 10

SCHEDULING

Section 10.1 **Scheduling By Employer**

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

Section 10.2 **Rest Breaks**

Except in an emergency situation, all employees shall be allowed one (1) paid rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and (1) paid rest break not to exceed fifteen (15) minutes during the second (2nd) half of the shift. When working other than the regular shift, when the work situation permits, paid rest breaks shall be taken each two (2) hours.

Section 10.3 **Meal Breaks**

Meal breaks will be one (1) hour unpaid or one-half (1/2) hour unpaid, as designated by the MOA from the time the employees break to the time the employees return from their meal.

- A. The meal period will be scheduled at the discretion of the management person in charge, mid-way of each shift.
- B. Employees working overtime or on call-out may take an unpaid meal break. The maximum number of meal breaks permitted for employees in any given 24 hour period (from midnight to midnight) is three (3) total, allocated as follows:

Midnight to 7 a.m.	One (1) Meal Break
7 a.m. to 5 p.m.	One (1) Meal Break
5 p.m. to Midnight	One (1) Meal Break

- C. Employees called to work immediately before their regularly scheduled shift and who work more than two (2) hours prior to their regular starting time shall be allowed an unpaid meal break and a meal allowance.
- D. Employees in a continuation of shift or a holdover situation who work four (4) hours or more beyond their regular ending time shall be allowed an unpaid meal break and a meal allowance.
- E. Where the nature of the work does not permit scheduled meal breaks, or where the MOA directs the employee to work without a meal break, the employee shall be compensated for the time worked at the applicable rate of pay.

Section 10.4 **Overtime**

A. Policy

Overtime may be worked only when scheduled and directed by the MOA. All hours worked in excess of an employee's scheduled shift on any given work day shall constitute overtime.

B. Overtime

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

The employer's obligation in assigning overtime off the volunteer list is limited to: calling the employee first at work if he is on duty, and then at the employee's home or at a maximum of two contact numbers provided by the employee. If the employee could not be reached, or has refused the overtime, that employee is rotated to the bottom of the volunteer list. Employees on medical leave for more than a week will be removed from the overtime list until they return to work, at such time they will be reinstated at the bottom of the rotation of the volunteer list.

For call out overtime in emergency situations, preference shall be given to qualified employees on the volunteer list. If no individuals are available, the employer will assign qualified employees as necessary. Undesired overtime shall be assigned in inverse order of seniority by classification.

C. Exception Shifts

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

Section 10.5 **Work Schedules and Shifts**

The MOA shall schedule all reporting, starting and quitting times and reporting locations. Employees will be provided with consecutive work days and consistent work shifts, such as Day shift, Swing shift and Night shift, to the maximum extent practicable. Both the MOA and the Union agree that this effort directly affects the safety, quality of work and quality of life concerning both parties. Furthermore, any of these schedules may be modified to meet the MOA's or the employee's needs as long as it is agreed upon by both the scheduling supervisor and the employee.

A. Schedule and Shift

1. All work schedules shall be scheduled by the MOA. Absent an alternative work schedule, the work schedule shall consist of five (5) eight (8) hour days.
2. A change to regular schedules or shifts (days of work and/or hours of work per day) for full-time employees will be posted on the appropriate workplace bulletin boards as far in advance as possible.

3. In the absence of unanticipated operational, emergency or safety needs, schedules shall not be changed without a minimum of two (2) weeks notice.
4. The two (2) week notice shall be calculated from the time of notification but no later than the end of the employees shift on the day of notification.
5. If the MOA fails to notify or attempt to notify the employee of a change in regular schedules at least two (2) weeks in advance, the employee shall be entitled to compensation at the overtime rate for all hours worked inside of the two (2) week notification period.

B. Temporary Schedules or Shifts

1. Temporary schedules or shifts shall be scheduled by the MOA and shall not exceed 30 calendar days in duration.
2. In the absence of unanticipated operational, emergency, safety needs, or absences due to jury duty, temporary schedule or shift changes shall not occur without a minimum of twelve (12) hours notice.
3. The twelve (12) hours' notice shall be calculated from the time of notification but no later than the end of the employees shift on the day of notification.
4. If the MOA fails to notify the employee of a temporary schedule or shift change at least twelve (12) hours in advance, the employee shall be entitled to compensation at the overtime rate for all hours worked inside of the twelve (12) hour notification period.

Section 10.6 Alternate Work Schedules (4/10's, 9/80's and Treatment Facilities)

Alternate work schedules may be proposed by the MOA or the employee work unit. By mutual agreement between the MOA and the union, employees shall have the right to select an alternative work schedule (4/10's or 9/80's) where such schedule will not adversely affect the MOA's operations. The selection will be made by majority vote, on a work unit basis in a secret ballot election conducted by the shop steward. Where feasible, the employer will attempt to transfer or reassign any employee voting in the minority if the employee requests consideration for such transfer or reassignment.

The Treatment Facilities Alternate Schedule, as set forth in Appendix C, consists of eight (8) and twelve (12) hour shifts. This alternate schedule is currently in practice at treatment facilities staffed twenty-four (24) hours per day. Not all bargaining unit employees at these facilities are regularly assigned to this alternate schedule. The Supervisor may return the work unit to the regular 5/80's schedule with two (2) weeks written notice.

The 9/80's schedule is described in greater detail in Appendix B. The current Treatment Facilities Alternate Schedule is set forth in Appendix C.

Section 10.7 Guaranteed Relief

Employees, with exception of employees working the Treatment Facilities Alternate Schedule referenced in Appendix C, are guaranteed a break of nine (9) consecutive hours between

regularly scheduled shifts. Employees working the Treatment Facilities Alternate Schedule are guaranteed a break of eight (8) consecutive hours between regularly scheduled shifts. If an employee is required to report to work without having had this break, all hours he/she is required to work inside the guarantee relief period shall be paid at the overtime rate.

During weekends, holidays, and scheduled leave, employees working sixteen (16) or more continuous duty hours are guaranteed a break of eight (8) consecutive hours prior to their next regularly scheduled shift.

The employee shall have his/her start time delayed by the amount of time (delay time) necessary to provide the employee with the consecutive off-duty hours. Delay time shall be treated as hours worked and paid at the straight time rate.

Employees working overtime on callout(s) with an aggregate relief of ten (10) hours or more from the end of the prior regular shift and start of the next regular shift, are exempt from the guaranteed relief period, except as stated in paragraph 2 of this section. An employee will either have his start time delayed by the amount of time necessary to provide the employee with the aggregate ten (10) hours relief, or if the employee is required to work, the employee will be paid at the overtime rate for all hours worked inside the aggregate ten (10) hour relief period.

Section 10.8 Call-Outs

All callouts shall be directed by the MOA. Any subsequent call out that requires an employee to return to work shall be considered a separate call out.

Section 10.8.1 Work Related Assistance

With prior approval of the appropriate superintendent, employees who are off duty may be called for work-related assistance.

Section 10.9 Standby Time

An employee on standby shall be maintained in pay status.

Section 10.10 On-Call Time

Qualified employees, as determined by the MOA, shall be in on-call status only when scheduled for On-Call by the MOA. On-call assignments will be made on a rotation basis, Wednesday to Wednesday, from a list established by the MOA, except as otherwise mutually agreed to by the parties. Time spent in On-Call status does not count as hours worked for the purposes of computing entitlement to overtime pay.

Section 10.11 Travel

Employment related travel by employees covered by this Agreement must be directed and scheduled by the MOA and will be paid in accordance with FLSA.

ARTICLE 11

CLASSIFICATIONS AND WAGE RATES

Section 11.1 **Wage Scale – July 1, 2010**

The following wage schedule is effective the first full pay period on or after July 1, 2010.

RANGE	CLASSIFICATION	NUMBER	STEPS			
			A	B	C	D
16	Utilityman I	765	\$21.47	\$22.55	\$23.67	\$24.87
17	Meter Reader	741	\$22.55	\$23.67	\$24.87	\$26.10
	Assistant Parts Warehouseman	702				
	Equipment Serviceman I	712				
	Utilityman II	766				
18	Lead Meter Reader	762	\$23.67	\$24.87	\$26.10	\$27.40
	Equipment Serviceman II	713				
	Utilityman III	767				
	Field Serviceman I	770				
	Meter Installer Repairman/Helper	740				
19	Field Service Journeyman	769	\$24.87	\$26.10	\$27.40	\$28.78
	Journeyman Utilityman	726				
	Journeyman Craftsman	723				
	Journeyman Mechanic	732				
	Meter Installer Repairman	739				
20	Treatment Plant Operator I	757	\$26.10	\$27.40	\$28.78	\$30.23
	Warehouseman Journeyman	763				
	Mechanic Leadman	734				
	Heavy Equipment Operator					
	Journeyman	721				
	Journeyman Craftsman Leadman	725				
21	Treatment Plant Operator II	758	\$27.40	\$28.78	\$30.23	\$31.72
	Expeditor	714				
	Journeyman Crafts Foreman	724				
	Maintenance Foreman	729				
	Mechanic Foreman	733				
	Mechanic Foreman/Working	774				
22	Treatment Plant Senior Operator	760	\$28.78	\$30.23	\$31.72	\$33.30
	Mechanical Inspector	737				
	Treatment Instrument Systems Tech.	775				
	Journeyman Certified Plumber	699				
23	Treatment Plant Operator Foreman	789	\$30.23	\$31.72	\$33.30	\$34.98
	(Working)					
	Treatment Instrument System	776				
	(Foreman)					
	Journeyman Certified Plumber					
	Leadman					
24	Mechanical Inspector Foreman	793	\$31.72	\$33.30	\$34.98	\$36.74

Journeyman Certified Plumber
Foreman

Section 11.2 Wage Scale – July 1, 2011

The following wage schedule is effective the first full pay period on or after July 1, 2011.

Range	Step 1	Step 2	Step 3	Step 4
16	24.47	25.69	26.98	28.33
17	25.55	26.83	28.17	29.58
18	26.67	28.00	29.40	30.87
19	27.87	29.26	30.73	32.26
20	29.10	30.56	32.08	33.69
21	30.40	31.92	33.52	35.19
22	31.78	33.37	35.04	36.79
23	33.23	34.89	36.64	38.47
24	34.72	36.46	38.28	40.19

Section 11.3 Wage Scale – July 1, 2012

The July 1, 2011 wage schedule will be adjusted equal to the Anchorage CPI-U average for the previous five-year period (2007-2011); minimum two and a half percent (2.5%) and a maximum of three and nine-tenths percent (3.9%) is effective the first full pay period on or after July 1, 2012.

Section 11.4 Classifications for AWWU Operation and Maintenance Positions

Range	Classification	Operation Certification	Number	Steps
16	Utilityman I	Operator-In-Training	P765	A, B, C, D
17	Utilityman II	Operator-In-Training	P766	A, B, C, D
18	Utilityman III	Operator-In-Training	P767	A, B, C, D
19	Utilityman III	Water Distribution I or Wastewater Collection I	P767	A, B, C, D
19	Journeyman Utilityman	Operator-In-Training	P726	A, B, C, D
20	Journeyman Utilityman	Water Distribution I and Wastewater Collection I	P726	A, B, C, D
20	Heavy Equipment Operator Journeyman	Operator-In-Training	P721	A, B, C, D
21	Heavy Equipment Operator Journeyman	Water Distribution II and Wastewater Collection II	P721	A, B, C, D
21	Maintenance Foreman Water /Wastewater "A"	Operator-In-Training	P729	A, B, C, D
22	Maintenance Foreman Water / Wastewater "A"	Water Distribution II and Wastewater Collection II	P729	A, B, C, D

Section 11.5 Classifications for AWWU Mechanical and Maintenance Positions

Range	Classification	Operator Certification	Number	Steps
19	Journeyman Craftsman Welder Option E	Operator-In-Training	P723	A, B, C, D
20	Journeyman Craftsman Welder Option E	Water Distribution I or Wastewater Collection I	P723	A, B, C, D
19	Journeyman Mechanic Options B & C	Operator-In-Training	P732	A, B, C, D
20	Journeyman Mechanic Options B & C	Water Distribution I or Wastewater Collection I	P732	A, B, C, D
20	Mechanic Leadman Options B & C	Operator-In-Training	P734	A, B, C, D
21	Mechanic Leadman Options B & C	Water Distribution II or Wastewater Collection II	P729	A, B, C, D
21	Maint. Foreman Water / Wastewater Option "A"	Operator-In-Training	P729	A, B, C, D
22	Maint. Foreman Water / Wastewater Option "A"	Water Distribution II or Wastewater Collection II	P729	A, B, C, D

Section 11.6 **Certifications for Mechanical Inspector and Mechanical Inspector Foremen Positions at Development Services**

The Mechanical Inspector and Mechanical Inspector Foremen positions at Development Services shall receive the following additional compensation for obtaining and holding current the following certifications:

Certified Plumbing Inspector	8% of base hourly rate
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Commercial and Residential Certified Mechanical Inspector	8% of base hourly rate
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Certifications must be current in accordance with presently adopted building codes.

ARTICLE 12

TERMS OF AGREEMENT, RENEGOTIATION

Section 12.1 **Effective Date and Duration**

The Agreement will be effective from July 1, 2010 and shall expire at midnight on June 30, 2013.

Section 12.2 **Renegotiation**

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

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	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 and Beyond (121+ Months)
I	DUI/DWI or Refusal to Submit to a Chemical Test	1	Not acceptable	Acceptable	Acceptable	Acceptable
	Refusal to Submit to a Chemical Test	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with a suspended revoked or cancelled license or a suspended revoked or cancelled license	1	Not acceptable	Acceptable	Acceptable	Acceptable
III	Combination of category I and II	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	Combination of category I and II	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
IV	Other Moving Violations	3 or more	Not acceptable	Acceptable	Acceptable	Acceptable

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

Appendix B**9-80's ALTERNATE WORK SCHEDULE**

The 9-80's is an optional alternate work schedule for full-time regular employees. If the 9-80's work schedule is approved by the applicable employee work unit, the immediate supervisor and department head, the employees will be assigned to the Gold or Blue Schedule and the following work conditions shall apply:

The Schedule:

BLUE 9-80 schedule working 9 hours every Monday-Thursday and 8 hours on the second Friday of the pay period

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
9	9	9	9	off	off	off
9	9	9	9	8	off	off

GOLD 9-80 schedule working 9 hours every Monday-Thursday and 8 hours on the first Friday of the pay period

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
9	9	9	9	8	off	off
9	9	9	9	off	off	off

If an employee group or work unit is approved to work a 9-80's schedule in work areas designated to do so by the MOA, the following conditions shall apply:

1. For the purpose Appendix B, the 9-80 alternate work schedule has a **modified work week**, defined as a consecutive block of 168 hours beginning mid-shift Friday and ending mid-shift on the following Friday with regular days off being Saturday, Sunday and alternating Fridays. The term "mid-shift Friday" is defined as the midpoint of the regularly scheduled hours for an employee on the Friday that is normally worked as an 8-hour day.
2. The schedules will be set up in which the second Friday off in the two week period is the "gold schedule" and the first Friday off in the two week period is the "blue schedule." The supervisor will ensure that there is adequate work coverage for each Friday (approximately 50% of staff available for each Friday worked).
3. Recognized Municipal holidays that fall on a work day that an employee is regularly scheduled to work will be paid based on the number of hours the employee is regularly scheduled to work. If the holiday falls on a 9 hour day, the employee will receive 9 hours of holiday pay. If the holiday falls on the 8 hour day, the employee will receive 8 hours of holiday pay.

4. Holiday Falling on a Regular Day Off: When the recognized holiday falls on the employee's first day off, the preceding, scheduled work day shall be recognized as the holiday. When the holiday falls on the employee's second or third day off, the following scheduled work day shall be recognized as the holiday. Recognized Municipal holidays will be paid based on the number of hours the employee is regularly scheduled to work on the day the holiday is observed.

5. If the holiday falls on the employee's first day off, then the holiday is observed on the preceding work day.

Example: Holiday falls on Saturday when the employee is scheduled to work the preceding Friday. Friday would be the employee's observed holiday.

Holiday falls on Saturday when the employee is not scheduled to work the preceding Friday. Thursday would be the employee's observed holiday. The employee's Friday off does not change.

6. If the holiday falls on the employee's second or third day off, then the holiday is observed on the following work day.

Example: Holiday falls on Sunday and the employee is scheduled to work on Monday. Monday would be the employee's observed holiday.

Appendix C

Treatment Facility Alternate Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
DAY A Shift				3:30 PM T MID T	3:30 PM F MID F	8 AM SAT 8:30 PM SAT	7:30 AM SUN 8 PM SUN
NIGHT A Shift			11:30 PM W 8:00 AM T	11:30 PM T 8:00 AM F	11:30 PM F 8:00 AM S	7:30 PM SAT 8:00 AM SUN	8:00 PM SUN 8:30 AM MON
DAY B Shift	7:30 AM M 8 PM M	7:30 AM T 8 PM T	7:30 AM W 4 PM W	7:30 AM T 4 PM T			
NIGHT B Shift	7:30 PM M 8 AM T	7:30 PM T 8 AM W	4 PM W 12:30 T				
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
DAY A Shift	7:30 AM 8 PM M	7:30 AM T 8 PM T	7:30 AM W 4 PM W	7:30 AM T 4 PM T			
NIGHT A Shift	7:30 PM M 8 AM T	7:30 PM T 8 AM W	4 PM W 12:30 T				
DAY B Shift				3:30 PM T MID T	3:30 PM F MID F	8 AM SAT 8:30 PM SAT	7:30 AM SUN 8 PM SUN
NIGHT B Shift			11:30 PM W 8 AM T	11:30 PM T 8 AM F	11:30 PM F 8 AM S	7:30 PM SAT 8 AM SUN	8 PM SUN 8:30 AM MON

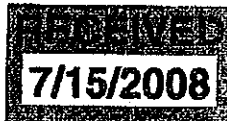
For employees working the Treatment Facility Alternate Schedule the following conditions shall apply:

1. The work week shall consist of seven (7) consecutive calendar days commencing at midnight on Sunday night and ending at midnight on the following Sunday night.
2. Employees working the Treatment Facilities Alternate Schedule shall accrue a twelve (12) hour personal holiday.
3. When a recognized Municipal holiday falls on a work day that an employee is regularly scheduled to work, the employee shall be paid no more than a twelve (12) hour holiday, which is to be applied against one singular scheduled shift. In the event that the shift overlaps calendar days, the beginning of the shift is the start of the holiday.
4. Holiday Falling on a Regular Day Off: When a recognized Municipal holiday falls on the employee's regular day off, the holiday shall be observed as follows:
 - a. Employees Working the Day Shift: The observed holiday will be the employee's

work shift immediately preceding the recognized holiday (8 hours).

- b. Employees Working the Night Shift: The observed holiday will be the employee's work shift immediately preceding the recognized holiday as follows:
 - i. If an employee does not work both the observed holiday and the shift preceding the observed holiday, the employee's observed holiday will be designated as the employee's work shift immediately preceding the employee's regular day off (8 hours).
 - ii. If an employee works both the observed holiday and the preceding shift, the employee's holiday will be the employee's work shift immediately preceding the observed holiday (12 hours).

Appendix D



Letter of Agreement
between
The Municipality of Anchorage
and
The Plumbers and Pipefitters Local 367

RECEIVED

JUL 15 2008

AWWU
EMPLOYEE SERVICES

Re: Flex Classification for AWWU Treatment Plant Operators and Operator Foremen

The above mentioned parties mutual agree that the Treatment Plant Operators, Job Classes # 757, 758, 760, 761 and Operator Foremen, Job Class #789 employed at the Anchorage Water and Wastewater Utility, will advance one (1) range as outlined below. These positions will be reclassified as "flex positions", (As defined in the Municipality of Anchorage Personnel Rules.

Operators classified at TPO I who obtain the level of State of Alaska Operator Certification listed below will be flexed from Range 20 to Range 21, TPO II.

Operators classified at Treatment Plant Senior Operator who obtain the level of State of Alaska Operator Certification listed below for TPO IV will be flexed, (advance one (1) range), from Range 22 to Range 23, and will be classified as TPO IV.

The former Treatment Plant Senior Operator Classification will now be referred to as a TPO III, job class number 760.

Positions that are flexed to the next range will be effective the first full pay period following notification from the Treatment Division Director. Note that TPO II operators must bid on TPO III positions. TPO IV operators must bid on Operations Foreman positions.

Employees, upon receiving their certifications shall notify the Treatment Division Director. Employees will be responsible to maintain current certifications. Expired certifications will result in a demotion to the range held prior to the re-class.

Range	Classification	Operation Certification	Number	Steps
20	Treatment Plant Operator I	Level 1 License (with in 1 year of hire) in Water Treatment or Wastewater Treatment or Water Distribution	P757	A, B, C, D
21	Treatment Plant Operator II	Level 2 License in Water Treatment or Wastewater Treatment or Wastewater Distribution	P758	A, B, C, D
22	Treatment Plant Operator III	Level 3 License in Water Treatment or Wastewater Treatment or Water Distribution	P760	A, B, C, D
23	Treatment Plant Operator IV	Level 4 License in Waste Treatment or Wastewater Treatment or Water Distribution	P761	A, B, C, D
24	Treatment Plant Operator Foreman	Asplund: Level 4 Wastewater Treatment or Level 3 Wastewater Treatment and 8 years experience with incineration and chlorination systems. Eklutna: Level 4 license in Water Treatment and Water Distribution Operations: Level 4 in Water Treatment and Water Distribution. Girdwood: Level 4 in Wastewater Treatment, Level 3 in Water Distribution and Level 1 in Water Treatment	P789	A, B, C, D

Beginning July 1st, 2010 No employee will be assigned to perform work in a higher classification unless that employee possesses the licenses and certifications required for the position for which they are filling.

When a TPO III or TPO IV is assigned to operations foreman or where multiple licenses are used, they will t-code to the operations foreman position (maximum of 5% increase) Example: Night shift operator at Eklutna would be using both water treatment and water distribution certifications therefore, they would t-code to the operations Foreman Position.

When a TPO II with appropriate licenses is assigned to operation foreman, he will t-code to the operations foreman position at 10%. (A 5% pay increase for each range above the employees permanently assigned pay range.)

An Eagle River operator, with the appropriate certifications, on shift during the weekend or holidays would t-code to an Operations Foreman. Asplund would continue with the current practice to t-code to a crew leader.

EXECUTED this 15th day of July 2008.

LR Clarke

Lynn R. Clarke
MOA/AWWU

Greg Walker

Greg Walker
Plumbers and Pipefitters, Local 367