

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

# **PLUMBERS & STEAMFITTERS UA LOCAL 367**



**And**

# **MUNICIPALITY OF ANCHORAGE**



**December 17, 2019 – June 30, 2022**

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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. Unless otherwise agreed, grievances will be resolved pursuant to the agreement under which they were filed.

**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 during the term of this Agreement or any extension thereof by Union represented employees of the MOA.

**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 Agency Head**

Agency head means a department director or general manager or any of their designees.

**Section 2.3.3 Appointment**

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

**Section 2.3.4 Department**

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

**Section 2.3.5 Director**

As used in this Agreement, Director shall mean the Director of Human Resources or designee.

**Section 2.3.6 Division**

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

**Section 2.3.7 Emergency or Emergency Situation**

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

**Section 2.3.8 Immediate Family**

Except as defined in Federal, State or Municipal laws, in this Agreement, "immediate family" shall mean the employee's spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step-relationship for those family members listed above, person for whom the employee has been appointed as legal guardian, or other family members who reside permanently with the employee. Child means the employee's biological, adopted, or foster child, stepchild, or legal ward.

**Section 2.3.9 Merit Anniversary Date**

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

**Section 2.3.10 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 a work unit.

**Section 2.3.11 Work Day**

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

**Section 2.3.12 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 2.3.13**      **Work Week**

A fixed period of one hundred sixty-eight (168) hours (7 consecutive 24 hour periods) commencing at 12:00 a.m. on Monday and ending at 11:59 p.m. on Sunday for 5/8 and 4/10 schedules. For other schedules different start/end days and times may be used.

**Section 2.4**              **Applicability of Personnel Rules Ordinance**

To the extent that 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. Where in an event that both the Agreement and the Personnel Rules are silent, both parties agree to meet and confer.

**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. Further, the Employer is committed to positive, practical efforts in employment, promotion, and administration of personnel actions to ensure equal employment opportunity to all represented employees at all job levels. The Union recognizes and supports that commitment. The remedy for violations outside of this agreement are as prescribed by law.

**Section 2.7**              **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 2.8**              **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 2.9            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 2.10            Employee Represented Rights**

**Section 2.10.1        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 Union 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 employee shall be discriminated against for upholding Union principles or for serving on a committee, nor shall the employee lose a position or be discriminated against for this reason. Any employee appointed or elected to office in the Union which requires all of the employee's time shall not lose established seniority with the MOA and shall be granted a leave of absence without pay for the duration of the 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 two (2) years from the commencement of the leave and shall be subordinate to any employment preference applicable to the position.

**Section 2.10.2      Union Membership**

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee-payer.
- B. A shop steward or business representative will be notified of all hired or re-hired bargaining unit members and will be allowed to meet with all such employees up to sixty (60) minutes during regular work hours within ten (10) calendar days of the hire or rehire. Such meetings will be on paid time and employees will not require the use of annual leave. In cases when there are multiple employees hired or rehired in the same pay period, the Union will make every effort to meet with the employees as a group and not individually for a maximum of sixty (60) minutes.
- C. The municipality agrees that it will not encourage employees to resign from Union membership, relinquish membership in the Union, or revoke authorization of the deduction of fees to the Union.

**Section 2.10.3      Dues Check Off**

The MOA will deduct from the wages of those employees who have signed a dues check off authorization form. The dues check off authorization form must authorize the deduction of dues and must include the employee's name, last four digits of the employee's Social Security number, date, and signature. The MOA will deduct on a monthly basis, the regular dues and initiation fees authorized by the employee to the Union as certified by the secretary of the Union. Such authorization shall be revocable as specified in the authorization. The MOA shall forward such dues and initiation fees to the Union by the fifteenth (15th) day of the month following the month in which said dues are checked off. The MOA shall use reasonable care in checking off and forwarding said dues and initiation fees, but shall not be liable for any failure to do so other than an intentional, bad faith failure to forward said dues and initiation fees. The Union assumes all obligations and responsibility for the continued membership of their members and the collection of their dues.

**Section 2.10.4      Stewards**

- A. The Union may appoint such stewards as are set forth below. All stewards shall be working stewards. With prior approval by management, a steward may spend a reasonable amount of time during working hours 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. For these duties the shop steward's wages will be borne by the MOA and the hours worked in this capacity will be counted as hours worked for determining overtime eligibility. Stewards must document the time spent on union business on their timecards.
- B. The Union shall reimburse the Municipality for any payments made by the Municipality to a municipal employee for time spent performing exclusive union

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business during working hours and the Union representatives employed by the Municipality will maintain accurate time records which reflect the performance of such services.

- C. Shop stewards may use union leave, annual leave, or leave without pay (if union leave and personal leave have been exhausted), not to exceed two (2) days each year for training purposes with prior approval of the agency and the Human Resources Director. Where there is more than one shop steward in a location, the Union shall designate one steward as lead.

Recognized Stewards as listed:

<b>AWWU</b>	One Steward at Asplund One Steward at Girdwood One Steward at 3000 Arctic Boulevard One Steward at Eagle River One Steward at Ship Creek/Eklutna Two Stewards at King Street
<b>Facility Maintenance</b>	One Steward
<b>Development Services</b>	One Steward

**Section 2.10.5 Union Business Representatives Visits to MOA 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 2.10.6      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 2.10.7      Administrative Notification**

The Union business representative and/or the applicable shop steward shall be notified in writing of any Municipal (including its Departments and Divisions) directive, memorandum, rule, regulation, policy, or procedure which cover or affect areas covered by this Agreement or which affect any group of employees working under this Agreement. The Union business representative and/or 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 2.10.8      Bulletin Boards**

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

**Section 2.10.9      Leave Bank for Union Business**

The Union has the right to maintain a Union leave bank through donations of annual leave from Union employees. The use of Union leave shall be at the sole discretion of the Union. Authorization for 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.

Upon commencement of negotiations for a successor contract, the Municipality shall contribute 320 hours of leave to the Union leave bank to support the efforts of the employee members of the Union's negotiating team.

**Section 2.11      Exclusive Nature of Agreement.**

This Agreement shall constitute the sole and entire agreement between the parties revoking all prior understandings, agreements, side letters, memorandums of understanding, and letters of agreement. Nothing in this section shall relieve the parties of their legal obligation to bargain in good faith with respect to mandatory subjects of bargaining under law.

**Section 2.12      Amendment of Agreement**

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

**Section 2.13**      **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 2.14**      **Successors and Assigns**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected by the consolidation, merger, or change of ownership, of either party to this Agreement. In the event of a sale, consolidation, merger, or change of ownership of either party to this Agreement the terms of this Agreement shall as a condition of such change, be made binding on the successor for the remaining term of this Agreement. This Agreement shall not be affected by any geographical relocation of the place of business of either party hereto.

**Section 2.15**      **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.

If, as the result of a contract approved by the Assembly under the Municipal Managed Competition Program ("Program") dated September 2013 or a substantially similar "Program", regular employees are laid off, pursuant to Article 3.11, employees shall be paid a lump sum severance benefit of forty (40) hours of the employee's factored rate pay for every year of service if at least one (1) year of service has been completed at the time of lay-off. Severance pay will not exceed four hundred (400) hours.

**Section 2.16**      **Meet And Confer**

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this Agreement and its interpretation or any other matter of mutual concern to employee representatives and the MOA. The parties further agree that any party to this Agreement may request, in writing delivered to the other party, that the parties will confer within fourteen (14) calendar days after the date of delivery of the request, which request shall specify the matter to be discussed. Union requests to meet and confer shall be delivered to the MOA Director of Human Resources. MOA requests

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to meet and confer shall be directed to the union business representative or designee. The principal business representative of the Union and the MOA Director of Human Resources may designate who their respective representatives shall be at the meet and confer sessions. A refusal to meet and confer by either party in response to such request shall be a violation of this Agreement. There shall be no obligation on the part of any party to reopen, modify, amend, or otherwise alter the terminology or interpretation of this Agreement, or to make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this Agreement.

The parties recognize that the success of the MOA in conducting the affairs of government and the job security of MOA employees and effective administration of this Agreement depends upon mutual cooperation and frequent and effective communication among all parties. To these ends, the MOA and the 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 2.17 Provisions of Seasonal Employees**

- A.** Seasonal Employees are subject to Section 2.10.2, Union Security and Section 2.10.3, Dues Check Off.
- B. Seasonal Re-Hire:** Absent an unsatisfactory performance rating, Seasonal Employees will have preferential opportunity for subsequent Seasonal employment in the same department and classification. Re-hire of Seasonal employees can be accomplished directly between the MOA and the re-hire candidate by name call through Local 367 Union Hall.
- C. Extension of Seasonal Employment:** The duration of a Seasonal employees' employment may be extended for an additional ninety (90) days when the Director determines and the Union agrees that exceptional circumstances exist. Agreement by the Union shall not be unreasonably withheld; for example under such circumstances where a Seasonal employee was hired for a specific project and for unforeseen reasons the project cannot be completed within the six (6) month period.
- D. Wages:** Seasonal employees shall be paid the hourly wage rate for the classification in which they are working.
- E. Grievances:** Seasonal 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.
- F. Holidays:** Seasonal Employees are entitled to recognized municipal holidays as provided in this Agreement so long as the employee works the normally scheduled work day immediately before and after the holiday. Seasonal

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employees are not entitled to personal holidays.

- G. Other Provisions of the Agreement:** The Municipality agrees to hire Seasonal Employees in accordance with Article 3. Seasonal Employees are eligible for additional work assignments in accordance with Section 3.8. Seasonal Employees are entitled to overtime, shift differential, call out, and guaranteed relief as specified in Article 5. Seasonal Employees are specifically excluded from participation in all other provisions of the Collective Bargaining Agreement between the parties unless expressly enumerated in this Article.

**ARTICLE 3**

**EMPLOYMENT**

**Section 3.1      Types of Positions**

The different types of positions are regular (full-time and part-time) and seasonal.

- A. Full-Time Employee** A regular employee normally scheduled to work forty (40) hours during the work week.
- B. 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.
- C. Seasonal Employee** Seasonal 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. Seasonal employees may be employed for a period not to exceed one hundred and eighty (180) days total time in any three hundred and sixty-five (365) day period. The MOA shall not use Seasonal employees to circumvent the need for regular full-time employees. Probation does not apply to an appointment to a Seasonal position since a person so appointed serves at the pleasure of the appointing authority and is subject to summary removal for any reason or for no reason.

**Section 3.2      Vacant Positions**

Vacant positions will be filled by legally mandated placement or reinstatement, transfer or demotion in lieu of layoff, recall from layoff, seasonal recall, hire/rehire, promotion, transfer, demotion, or demotion for disciplinary reasons. Positions shall be filled as legally mandated or by the most qualified applicant as determined by the Municipality and further defined in this Article.

**Section 3.3      Position Vacancy Announcements**

- A. Contents:** When recruiting for a vacant position, the position vacancy announcement shall include the classification title, pay grade and salary, description of the work to be performed, minimum qualifications, and other relevant information.
- B. Advertising:** Position vacancy announcements are advertised as set out below with internal and Union applicants having priority:



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1. Union Dispatch. The Union shall maintain a hiring hall and refer qualified applicants to the MOA when requested. The MOA agrees to use the hiring hall to obtain qualified workers necessary to fill classifications covered by this Agreement.

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

2. Concurrent advertising. The MOA may advertise position vacancies internally MOA-wide first. If an internal candidate is not chosen, the MOA may advertise position vacancies concurrently with the Union and other externals sources. The MOA shall give priority consideration first to internal applicants and secondly to Union applicants (if applicable). The MOA may consider other applicants only if all internal and Union referred applicants have been properly rejected. The agency shall not be provided other applicant information until internal and union referral applicants have been rejected.
3. The Municipality shall furnish to the Union, each month, the name(s) of any employees hired, promoted, or demoted, the classification and date of hire or change in status.

### **Section 3.4 Applicant Examination**

- A. Eligibility.** To be eligible for consideration, applicants must apply during the advertised recruitment period, meet the minimum qualifications and pass any job related examinations.
- B. Disqualification.** The MOA retains the right to reject any job applicant. Should the MOA reject any applicant, the reason shall be given in writing to the Union upon request. Applicants may be disqualified by the Director or designee for the following, but not limited to:
  1. Did not apply during the recruitment period;
  2. Does not meet the minimum qualifications for the posted position;
  3. Application is incomplete or inaccurate;
  4. Is Ineligible for hire/rehire by the MOA;
  5. Convicted of any crime involving moral turpitude within the last seven years;

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6. For positions that require driving, not meeting the minimum standards for driving convictions;
7. The employee's overall evaluation within the last 12 months was not at least satisfactory; and/or
8. Disciplinary action (other than an oral reprimand) within the last 12 months from date of acceptance of position.

### **Section 3.5 Preference for Selection**

In descending order, priority in filling vacant positions is as follows:

- A. Legally mandated placement or reinstatement
- B. Transfer or demotion in lieu of layoff
- C. Recall from layoff, within two (2) years
- D. Demotion for disciplinary reasons
- E. Transfers
- F. Promotions
- G. Hire or rehire

### **Section 3.6 Selection**

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

### **Section 3.7 Probation Duration**

1. Hire or Rehire. Employees who are hired or rehired into regular positions shall be subject to a probationary period. The probation period is one hundred and eighty (180) calendar days. The following positions will only serve a probation period of ninety (90) calendar days: Journeyman Certified Plumber, Mechanical Inspector, and Mechanical Inspector Foreman (Working).
2. Transfer. When an employee transfers to a position in the same agency in the same classification, no probationary period shall be served. Employees transferring to a different classification at the same pay grade in the agency shall be required to serve a one hundred and eighty (180)

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calendar day probation period. An employee who has not completed their probation shall complete the one hundred and eighty (180) calendar day probation in the new position. Employees who transfer to a position in a different agency shall be required to serve a one hundred and eighty (180) calendar day probation period.

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

### **A. Status Upon Completion of Probation**

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

### **B. Probation Extension**

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

**C. Probation Separation**

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

When it becomes clear that an employee serving a promotional probationary period is not performing adequately, the employee shall be so informed in writing with a copy to the Director, and consideration will be given to demoting the employee to a position in the previous class, or in any other available bargaining unit position for which the employee is qualified, or lacking an open position, the employee's name will be entered on the recall from the layoff list for the position the employee held prior to promotion.

**Section 3.8 Types of Additional Work Assignments**

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

1. Regular employees shall have priority to work temporarily in higher level classifications before hiring seasonal employees.
2. Employees who are temporarily assigned to perform work two (2) or more consecutive hours in a higher classification shall receive five (5) percent above their factored rate of pay.
3. Employees who are temporarily assigned to perform work in a lower classification shall be compensated at their factored rate of pay for all hours worked.
4. Employees who are assigned work in a higher classification for training purposes shall not be entitled to additional compensation. Only employees who are the sole operator and their performance is not being monitored are eligible for additional compensation.

**B. Premium Pay**

1. The MOA shall assign an employee to perform the duties of working Direct Responsible Charge (DRC) when the regularly assigned working Leadman is on leave or unavailable to perform their duty for at least two (2) hours, unless operational needs make the assignment unnecessary.
2. When the Collection & Distribution working Leadman is not present, and at Management's discretion, a DRC can be designated for Excavations, Mainline Taps, and Large Diameter Line Cleaning. The designated DRC shall receive premium pay at five percent (5%) above their factored rate of pay for time spent performing the responsibilities.

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3. When a Collection & Distribution Operator (pay grade 18, 19, or 20) is required to operate a 360 degree backhoe, the employee shall be designated DRC and receive premium pay at five percent (5%) above the factored rate of pay for time spent performing the duties.
4. When a Treatment Plant working Leadman is not present and at Management's discretion, a DRC can be designated as Lead Operator. The designated DRC shall receive premium pay at five percent (5%) above their factored rate of pay for time spent performing the duties.

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

When an employee is temporarily assigned to work two (2) or more consecutive hours in a non-represented or executive position they shall receive ten (10) percent above their factored rate of pay.

### **Section 3.9 Filling Vacancies By Transfers, Promotions, Demotions, or Recall From Layoff**

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

- A. Transfer.** Transfer is the lateral movement from one regular position to another regular position in the same class, a different class, a parallel class at the same grade or the same pay grade without a break in service. Temporary and Seasonal employees may only transfer to other Temporary or Seasonal positions.

1. Voluntary. The employee may request a transfer to a vacant position within their agency or to a different agency. The employee shall submit a written request to their agency head. The agency head shall forward the request along with a recommendation to the Director for approval. The employee must meet the qualifications and if applicable, have an acceptable driving record for the position. When the employee is requesting a transfer to a different agency, the Director will consult with the agency head.
2. Involuntary. The employee may be transferred to a vacant position within their agency or a different agency for an operational need without the consent of the employee with the approval of the Director. The employee must meet the qualifications and if applicable, have an acceptable driving record for the position. The employee shall receive at least two weeks written notice with explanation, unless good reason exists which prevents notice or the employee waives the notice.

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- B. Promotion.** Promotion is the advancement of an employee from a position in a lower salary grade. Whenever practicable and in the best interest of the MOA, positions shall be filled by promotion.
1. Promotion Factors:
    - a) Employees must apply during the recruitment period;
    - b) Employee must meet the qualifications and if applicable, have an acceptable driving record;
    - c) Successfully complete interview process and when applicable, pass job related examination(s); and
    - d) Length of service will be used if all other factors are equal.
- C. Demotion.** Demotion is the movement of an employee to a position in a lower salary grade.
1. Voluntary. The employee may request to voluntarily demote into a position through a written request or through a recruitment effort. Employees must meet the minimum qualifications, have an acceptable driving record, and successfully complete any examinations and/or testing.
  2. Involuntary. The employee may be demoted as a result of disciplinary actions or in lieu of layoff.
- D. Recall From Layoff.** Laid off employees shall have two (2) years recall rights within the agency from which they were laid off. Recall from layoff shall be in order of seniority. An employee who has been laid off may be recalled to a position at the same pay grade or lower grade from which they were laid off. The employee must meet the minimum qualifications and any pre-employment criteria of the position for which they are being recalled.
- E. Notice to Employee.** The employee will be notified in writing of any changes in status including pay step, anniversary date, length of service date and requirement for serving a probationary period.

### **Section 3.10 Seniority**

- A.** Regular full-time employees shall be on a Municipal seniority list. This seniority shall be measured from the most recent date of hire or rehire date for an employee who remains continuously employed. This seniority is utilized for layoff and recall from layoff.
- B.** The Municipality shall provide to the Union current seniority lists upon request. The lists will be posted by the Municipality at each department.
- C.** If any employees share the same term of service date, the tie shall be broken by the employee's birthday. The employee whose birthday falls first in the calendar year prevails.
- D.** Seniority is terminated when the employee is no longer employed.

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- E. Seniority will be re-established when the employee is recalled from layoff. The employee's seniority will be adjusted for the time period in which the employee was laid off.
- F. Seniority rights within the Union shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to the employee's former classification. During this period the employee must remain in good standing with the Union.
- G. Seniority will be considered for the purpose of bidding schedules, leave, or overtime as specified in Section 5.3.1 B and Section 10.1.1.

### **Section 3.11          Layoff**

- A. Layoffs may be necessary due to the following, but not limited to:
  - 1. Elimination of a position;
  - 2. Material change in the duties and/or qualifications of the position for which the employee lacks the necessary skills, knowledge or aptitude;

### **B. Layoff Procedure**

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

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

**C. Eligibility for Recall**

1. An employee who is on a recall from layoff list shall be eligible for recall for two (2) years from the date of layoff. Acceptance of any regular position with the Municipality during the two years recall period shall satisfy the employees recall rights.
2. A laid off employee shall have recall rights to the agency from which they were laid off. The laid off employee is eligible to be recalled to the same pay grade or lower pay grade from which they were laid off. The laid off employee must meet the minimum qualifications and successfully complete any pre-employment requirements.
3. If a laid off employee is offered a regular position at the same pay grade and they decline the position, their recall rights shall end.
4. A laid off employee shall have preference over all applicants when filling regular positions as designated in Section 3.5
5. Recall from layoff shall be in seniority order.
6. The laid off employee must maintain a current phone number and address with the Human Resources Department in order to preserve their recall rights. If a laid off employee fails to respond within five (5) working days of initially being contacted, all recall rights shall be relinquished. When the laid off employee is contacted, they shall report for duty within ten (10) working days or the MOA may consider extinguishing recall rights.

**Section 3.12 Work By Non-Employees**

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

**Section 3.13 Evaluation of Employees**

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



**ARTICLE 4**

**HOLIDAYS AND LEAVE**

**Section 4.1           Holidays**

**Section 4.1.1       Recognized Holidays**

New Year's Day (January 1)  
Martin Luther King, Jr. Day (third Monday in January)  
President's Day (third Monday in February)  
Seward's Day (last Monday in March)  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (first Monday in September)  
Veteran's Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
Day After Thanksgiving  
Christmas Day (December 25)

**Section 4.1.2       Personal Holiday**

**One (1) Personal Holiday**

Effective each January 1, regular full-time employees shall receive eight (8) hours of non-cashable leave as a personal holiday. The personal holiday has no cash value.

Effective each January 1, regular part-time employees shall receive prorated non-cashable leave hours based upon the employee's position.

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

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

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

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

For employees working a modified work schedule (such as a 4/10, 9/80, or treatment facility schedule), when the recognized holiday falls on the employee's first or second

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day off, the preceding, scheduled workday shall be observed as the holiday. When the recognized holiday falls on the employee's third, fourth, fifth, sixth, or seventh day off, the succeeding scheduled workday shall be observed as the holiday.

### **Section 4.2.2 Forfeiture of Holiday Pay**

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

### **Section 4.2.3 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 at the employee's factored rate of pay.
- B.** Regular full-time employees working an alternate schedule shall be paid hours for a holiday as follows:
  - 1. Full time employees shall receive holiday pay based on the number of hours they are regularly scheduled to work (such as eight (8), nine (9), ten (10), or twelve (12) hours of pay) at their factored rate of pay for each recognized holiday.
  - 2. Effective starting the 2020 calendar year, the Municipality shall pay Treatment Plant Operators I - IV, on the first pay check in December, an amount equal to the employee's straight time factored rate of pay for one hundred and thirty two (132) hours for all recognized holidays (as specified in 4.1.1) in that calendar year. Should an employee separate during the course of the calendar year, the amount paid shall be prorated based on each holiday recognized between January 1 and the date of the separation. Employees hired during the calendar year shall be prorated the amount based on each recognized holiday that occurs from the hire date through the end of the calendar year. In addition, all regularly scheduled hours worked on a holiday shall be compensated at the employee's factored rate of pay.
- C.** Holiday hours for part-time employees will be based on Full Time Equivalency (FTE). FTE means an employee normally scheduled to work forty (40) hours during the work week. An FTE of 1.0 means the employee is equivalent to a full-time employee. An FTE of less than 1.0 means the employee is a part-time employee (e.g., a 20 hour per week employee has 0.5 FTE and will receive 4 holiday hours).
- D.** In addition to holiday pay an employee shall be paid for work performed on the employee's holiday at the factored straight-time rate unless the employee is eligible to receive overtime pay in the manner stated by Article 5.3.

**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. Under the conditions specified in this article, the Municipality may approve periods of unpaid time off to allow employees to meet personal, family or medical needs. Seasonal employees are not eligible for paid leave under any articles of this agreement.

**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 - 2 years of service -      6.15 hours per pay period

3 - 5 years of service -      6.77 hours per pay period

6 - 10 years of service -      7.38 hours per pay period

11 + years of service -      9.23 hours per pay period

**b.      Non-Cashable Annual Leave**

6 -10 years of service -      1.86 hours per pay period

11 - 19 years of service -      2.62 hours per pay period

20 + years of service -      3.27 hours per pay period

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

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

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

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

Leave accrues during the period of time an employee is on paid leave. Leave does not accrue during periods of Workers' Compensation time loss benefits or leave without pay.

**C. Annual Leave Carry Over**

Accrued and unused leave may be carried over from one year to the next year for the purpose of accumulating an Annual Leave Account, or reserve. Effective January 1, 2020, the year for accrued and unused leave shall be January 1 thru September 30. Effective from October 1, 2020 on, the year for accrued and unused leave shall be October 1 to September 30 of the next calendar year. The last full pay period in September, an employee may not carry over more than 480 hours unused cashable annual leave.

In order to transition from a calendar year to an October 1 to September 30 annual leave usage year, employees will be allowed to carry over 520 of unused cashable annual leave only for the year 2020.

**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 at the beginning of October of each year, effective 2020. 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 the employee desires that will not be detrimental to agency operations, as determined by the Agency Head. Agency Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.
- B.** Effective 2020 every year (from October 1 to September 30), full-time employees must take at least eighty (80) hours of annual leave, which must be taken each year by the last full pay period in September. This limitation shall not apply to hired or rehired employees until the last full pay period in September of the second (2<sup>nd</sup>) year (from October 1 to September 30) following their hire date of hire or rehire. Seasonal employees who convert to a regular position without a break in service are exempt from this provision until the last full pay period in September of the second (2<sup>nd</sup>) year (from October 1 to September 30) following their date of conversion to a regular position. Employees who fail to take the full eighty (80) hours of annual leave shall be considered to have forfeited those hours to the Union Leave Bank. The difference between the hours taken and eighty (80) hours shall be subtracted from the employees' leave account at the end of the last full pay period in September and deposited in the Union Leave Bank.

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In order to transition from a calendar year to an October 1 to September 30 annual leave usage year, employees will only be required to take at least sixty (60) hours of annual leave only for the year 2020. The sixty (60) hours of annual leave must be taken no later than the last full pay period in September. Employees who do not take at least sixty (60) hours of leave will forfeit those hours to the Union leave bank as outlined above.

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 leave.

- C. Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the service to grant earned leave to an employee, the Mayor may authorize exceptions to accumulation rules or cash in lieu of leave not to exceed eighty (80) hours in any year (between October 1 and September 30) providing the employee shall retain at least eighty (80) hours of leave in the employee's annual leave account.
- D. Part time employees leave usage requirement will be prorated based on hours worked.
- E. **Donation of Leave.** An employee may donate cashable annual leave to a fellow employee who is qualified under the MOA's Leave Donation Program.

### **Section 4.3.3 Annual Leave Conversion and Cash-In**

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

#### **A. Cash-In**

1. All hours of cashable annual leave in excess of four hundred and eighty hours (480) unless converted to cashable sick leave under (B) below, shall be paid to the employee in the next pay period following the last full pay period in September. The employee's factored rate of pay as of the last day in the last full pay period in September will be utilized for the leave cash-in rate.
2. Subject to the availability of cash and normal budgetary limitations, cash in lieu of accrued cashable annual leave may be obtained twice each calendar year by submitting a request in writing to the employee's Agency Head provided the employee retains at least eighty (80) hours of annual leave in the employee's annual leave account following cash payment.

#### **B. Sick Leave Conversion**

Upon the written request of the employee prior to the last full pay period in September, 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. Leave at Separation**

Upon separation for any reason employees shall be entitled to all unused cashable leave balances. Any unused cashable leave shall be paid at the employees' factored hourly rate at time of separation. Non-cashable annual leave shall be forfeited upon separation.

**Section 4.4 Cash Value of Accrued Leave**

- A.** Annual leave has no cash value, except as provided in 4.3.3 while an employee remains actively employed.
- B.** Upon termination for any reason, employees shall be entitled to payment for their unused annual leave balance based on their factored rate of pay at the time of termination.
- C.** Cashable sick leave available under 4.3.3 B shall be paid to employees based on the factored rate of pay at the time of cash-in or usage.
- D.** Non-cashable annual leave cannot be converted to cash nor can it be used for leave donation purposes.

**Section 4.5 Bereavement Leave**

A regular employee shall be granted three (3) consecutive working days of paid bereavement leave for a deceased immediate family member while in Alaska, or four (4) consecutive working days if travel out of state is required. Bereavement leave is not deductible from the employee's leave account.

At the employee's request, annual leave may be approved for up to fourteen (14) additional consecutive calendar days to supplement the bereavement leave.

**Section 4.6 Blood Donation Leave**

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

**Section 4.7 Court Leave**

- A.** Employees called for jury duty shall be treated as being on approved paid court leave. Service in court when subpoenaed as a witness for the Municipality or to testify as an expert witness in a matter relating to their position with the Municipality or to testify in a matter directly related or as a result of their employment with the Municipality will be treated the same as being on approved paid court leave.

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- B. An employee shall provide the agency head with a copy of a notice of call for jury duty immediately upon receipt by the employee. When excused or released from jury duty for the day, the employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing. Reasonably necessary paid time is not to exceed forty-five (45) minutes.
- C. Employees on swing or night shifts shall be assigned to a day shift during the period of time when required to call in for jury duty, while seated on a jury, or when subpoenaed.
- D. Employees shall be paid their factored rate of pay for any time they are scheduled to work and are required to report to jury duty.

### **Section 4.8 Military Training/Duty Leave**

- A. Any regular employee who is ordered to report to military training or active duty in the Army, Navy, Air Force, Coast Guard, Marine Corps, National Guard or organized military reserves of the United States shall be allowed up to fifteen (15) working days leave per calendar year for such purpose. During such leave, the employee is not entitled to double compensation. In cases where the employee's military pay is less than or equal to their Municipal pay, the Municipality will recoup the amount of the employee's military pay. In cases where the employee's military pay is greater, the Municipality will recoup the total Municipal 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 duty.
- B. **Military Active Duty**
  - 1. An employee ordered to active military duty shall upon request be entitled to up to five (5) years of military leave without pay in accordance with applicable federal laws for the purpose of fulfilling the employee's military commitment.
  - 2. An employee placed on leave under this subsection will:
    - a. Remain a Municipal employee;
    - b. Be reinstated in accordance with Article 3;
    - c. Have the opportunity to purchase health insurance in accordance with the health plan and federal and state law; and
    - d. May elect to use paid annual leave or elect leave without pay.
  - 3. A reinstated employee shall be reemployed in such a manner as to give the employee such status in employment as the employee would have enjoyed if the employee had continued in that employment.

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4. An employee placed on military leave without pay may be replaced by temporary or substitute employees, depending on the needs of the agency and the anticipated duration of the leave.
5. To the extent that an employee is guaranteed rights under federal or state law which exceed the benefits contained in this subsection, the applicable law will apply.

### **Section 4.9 Injury Leave**

#### **Section 4.9.1 Eligibility**

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

#### **Section 4.9.2 Period of Eligibility**

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

#### **Section 4.9.3 Light Duty**

An employee on injury leave who is unable to fully perform the duties of the employee's job classification may be required to perform modified or alternate duties if available and at the discretion of the Agency Head. The employee shall be capable and qualified to perform the assigned work. The employee shall be compensated at the employee's factored rate of pay. Employees may be assigned to work light duty.

#### **Section 4.9.4 Medical Appointments**

An employee on light duty who is working full time is encouraged to schedule doctor's appointments during off hours. If an employee is unable to schedule injury related medical appointments during non-work hours, the employee shall be released from work for no more than two (2) hours per week, including travel time, for one year from the date of the original injury. The employee shall not be charged leave for those two (2) hours per week. The employee shall return to work for the remainder of the shift following the medical appointment.



**Section 4.9.5 Health and Insurance Benefits**

An employee who is on injury leave and receiving Workers' Compensation time loss benefits shall maintain health and insurance benefits. The employee shall be responsible to pay the employee portion of the employee's elected benefits.

**Section 4.9.6 Waiting Period**

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

**Section 4.10 Leave Without Pay**

Leave without pay may be granted by the Director of Human Resources, or designee, upon request by the employee and recommendation of the Agency Head, and upon consideration of the particular needs of the employee and the department. Leave and benefits shall not accrue during leave without pay except as provided in this Article. The employer-employee relationship shall be maintained during a period of leave without pay, but no other compensation shall be paid by the Municipality.

Section 4.12 provides for family leave, which must be approved pursuant to AS39.20.500 - 550 and Public Law 103-3. Additional periods of leave without pay directly following family leave may be requested by an employee and may be approved by the director upon recommendation of the agency head. The periods of unpaid family leave will count toward the maximum periods of leave without pay available under this article.

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

**Section 4.10.1 Requirements**

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

1. The employee has stated a legitimate reason to support the leave;
2. The agency certifies that the agency is able to perform adequately if the leave is granted;
3. The employee has exhausted paid leave accounts;
4. The initial leave is granted for no more than ninety (90) calendar days, with the possibility of one (1) extension for an additional ninety (90) calendar days upon the same conditions; and

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5. For periods over thirty (30) consecutive days, the employee may be eligible to receive medical and life insurance benefits in accordance with the applicable Plan.

### **Section 4.10.2 Replacement of Employee on Leave Without Pay:**

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

### **Section 4.11 Programmed Leave Without Pay**

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

### **Section 4.12 Family Leave**

It is the policy of the Municipality to comply with the provisions of the Alaska Family Leave Act (AFLA) (AS 39.20.500 - .550) and the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3). Leave as described in FMLA, AFLA, or both is referred herein as family leave.

#### **Section 4.12.1 Family Leave Requirements**

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

**Section 4.12.2      Coordination with Other Leave**

- A. Employees requesting Family Leave shall first exhaust their eligible paid leave before utilizing leave without pay. However, at the employee's discretion, a maximum of forty (40) hours of accrued annual leave may remain in the employee's leave account.
- B. Injury leave may be considered Family Leave if it is a serious health condition that makes the employee unable to perform the functions of the job.
- C. Employees who have exhausted their Family Leave may request leave without pay under the provisions of 4.10. The leave without pay may be requested by an employee and may be approved by the director upon recommendation of the agency head. The period of family leave will count toward the maximum periods of leave without pay available. Eligible paid leave includes the following: cashable annual leave, cashable sick, and non-cashable annual.

**Section 4.12.3      Benefit Entitlement**

Health insurance coverage for employees on Family Leave shall be maintained on the same basis as such coverage is available to an employee who is actively at work during the first twelve (12) weeks in the measuring period. Employees on extended Family Leave under AFLA (beyond the twelve (12) weeks in the measuring period) may receive (or pay) for such health coverage in a manner prescribed by the Director.

**Section 4.12.4      Replacement of Employee on Family Leave**

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

**Section 4.13      Unauthorized Absences**

- A. Any employee who is absent from duty shall report the reason to the first line non-represented supervisor and, if applicable, the MOA's designated administrator of FMLA/AFLA as soon as possible. Unauthorized or unreported absences shall be reported as absence without pay, and may be cause for disciplinary action. An employee who has sustained an occupational injury/illness, and has not provided the MOA with the required report of injury or the medical certifications to be off work, is considered to be on unauthorized or unreported absence, except in cases of extreme emergencies or supervisory approval.
- B. The Employer, or its designee may require the employee to provide a medical certification from their health care provider before returning to work if there is reason to believe malingering is suspected. An employee who falsely claims a medical use of personal leave is subject to disciplinary action.

**ARTICLE 5**

**COMPENSATION**

**Section 5.1 Wage Rates**

Wages paid to employees shall be as specified in Article 11 to this Agreement. All employees will be compensated under a pay grade and step system.

The wages specified in Article 11 of this Agreement shall be adjusted during the life of this Agreement as follows:

1. Effective the first full pay period of 2020, employees will receive a one and two-tenths percent (1.2%) increase;
2. Effective the first full pay period of 2021, employees will receive a one and two-tenths percent (1.2%) increase.
3. Effective the first full pay period of 2022, employees will receive a one and two-tenths percent (1.2%) increase.

**Section 5.2 Starting Rate On Initial Employment**

- A.** Employees who are hired or rehired to any position shall be placed at the entry pay step and advancement from the entry pay step to the final pay step within a pay grade shall be by a successive step. Upon recommendation of the Agency Head, the Human Resources Director may approve initial compensation at the final pay step for the class when the needs of the business 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.** Upon satisfactory completion of any probationary period, the employee's entry pay step shall be advanced to the final pay step in the pay grade for the classification to which the position is allocated. The probationary period may be extended and probationary increase withheld until successful completion of probation. Exceptions are:
  1. Where this Agreement specifies elsewhere that no probationary increase shall result; or
  2. Where employees are promoted, appointed, or reappointed at the final pay step.

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- C. In the event of an upward reclassification or grade change, the merit anniversary date shall remain unchanged and the employee shall be placed at the same pay step in the new classification or grade.
- D. Regular Journeyman Certified Plumbers at Facility Maintenance, and Mechanical Inspectors at Building Inspections, shall be hired at the final pay step.

### **Section 5.3 Overtime Pay**

Employees shall be paid at one and one-half (1½) times their factored hourly rate of pay for overtime worked at the direction of the Municipality, unless a higher hourly rate of pay is required by law. There shall be no pyramiding of overtime.

If due to an unforeseen operational emergency an employee is requested to work in excess of a continuous twenty (20) hours, all hours in excess of the twenty (20) hour period will be paid at two (2) times the employee's factored rate of pay, meal breaks, rest breaks and comfort breaks are inclusive in this twenty (20) hour period.

#### **Section 5.3.1 Overtime**

##### **A. Policy**

Overtime may be worked only when scheduled or directed by the Municipality. All hours worked in excess of an employee's regularly scheduled shift on shall constitute overtime.

##### **B. Overtime Rotation**

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. Seasonal Employees will be placed at the bottom of the list in order of seniority.

The employer's obligation in assigning overtime off the volunteer list is limited to: calling and/or texting the employee first at work if currently 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. An employee on leave or at work shall not lose their position on the voluntary overtime rotation list. Overtime work, which is continuous with the regular work assignment, need not be separated from the assignment. For call out overtime in emergency situations, preference shall be given to qualified employees on the volunteer list. If no individuals are available, 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 5.4 Shift Differential**

Employees shall receive shift differential premium pay per this article based upon the majority of continuous hours worked during their scheduled shift. In those cases where the hours worked are evenly split, the higher shift differential shall apply. The start of an employee's shift will not be established or changed solely to cause the majority of hours to be paid at the lower shift differential rate.

**A. Swing Shift**

A shift in which the majority of hours fall between 3:00 p.m. and 11:00 p.m. The shift differential for swing shift is 3% of an employee's factored rate of pay.

**B. Night Shift**

A shift in which the majority of hours fall between 11:00 p.m. and 7:00 a.m. The shift differential for the night shift is 6% of an employee's factored rate of pay.

**Section 5.5 Service Recognition**

**Section 5.5.1 Length of Service**

1. The length of service for an employee who remains continuously employed by the Municipality shall be measured from the date of the employee's most recent date of hire for municipal employment and used to compute leave accrual rate, Service Recognition pay entitlement, and seniority excluding: Every day between the employee's layoff date and recall date with the Municipality.
2. Time spent by the employee in a seasonal or temporary position unless that employee moved directly from such seasonal or temporary position to a regular position without a break in service.

**Section 5.5.2 Service Recognition Pay Rates**

Regular employees hired or rehired after May 22, 2013 will not be eligible for Service Recognition.

Regular Employees hired on or after January 1, 1981 but prior to May 22, 2013 shall be eligible for Service Recognition pay for total number of years served. Service Recognition pay is designed to reward long term commitment and encourage employees with valuable skills and experience to continue municipal service.

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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**      **Standby**

Standby is when an employee must remain available to be called out to work on short notice. No employee shall be in standby status unless scheduled for such by the MOA. The rules and requirements applicable to employees in standby status shall be determined by the management of the department within which the qualified employee is employed. Standby 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 standby status does not count as hours worked for the purposes of determining overtime eligibility within the workweek.

- A.** Employees who are in standby 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 standby status on a weekday (Monday through Friday).
- B.** Employees who are in standby 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 standby status shall be compensated in accordance with Section 3.8 Types of Additional Work Assignments.
- D.** Employees who are in standby status overnight between the end of one shift and the start of another will be considered to have served only one day of standby duty.

### **Section 5.7**      **Call Out**

- A.** All call outs shall be assigned by the Municipality. Call out is defined when employees are called in to work to perform unscheduled work after they have completed (clocked out) their scheduled shift and prior to the start of their next scheduled shift.

An employee who is working in call out status shall be compensated at one and one-half (1½) times the factored rate of pay for all hours worked with a guarantee of at least four (4) hours of pay at the factored straight time rate for each call out. The employee is in pay status from the time the call is accepted or the employee clocks in, until the work is complete and the employee clocks out. Once an employee has clocked out, any subsequent call that requires the employee to

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return to work shall be considered an additional call-out. The Municipality agrees not to use shift change language to avoid paying call out pay.

- B.** Call out is also defined as when employees are called on the phone to resolve a work related issue after they have completed (clocked out) their scheduled shift and prior to the start of their next scheduled shift. Employees in this call out status shall be compensated at one and one-half (1½) times the factored rate of pay for all hours worked with a guarantee of at least one (1) hour of overtime. Multiple phone calls within one hour of the first phone call will not be considered another call out; only one minimum guarantee will apply.

Employees who are compensated under the Standby provision will not be eligible to receive the one (1) hour guarantee if they resolve the issue over the phone. Employees will be paid for time worked pursuant to the overtime provisions.

### **Section 5.8**      **Guaranteed Relief**

- A. Guaranteed Relief:** Employees are guaranteed a break of ten (10) hours of aggregate relief between their regularly scheduled shifts. Aggregate relief is defined as the sum total number of hours not worked between regularly scheduled shifts.
- B.** Employees working callout(s) with an aggregate relief of ten (10) hours or more from the end of the prior regular scheduled shift and start of the next regular scheduled shift are exempt from the guaranteed relief period, except as stated in (C) below. If the ten (10) hour aggregate relief is not met, section (D) below applies..
- C.** During scheduled days off, holidays and scheduled leave, employees working six (6) or more continuous hours are guaranteed a break of ten (10) consecutive hours prior to their next regularly scheduled shift. If the ten (10) consecutive hours of relief is not met, section (D) below applies.
- D.** The employee shall have their start time delayed by the amount of time necessary to provide the employee with ten (10) consecutive off-duty hours. Guaranteed relief shall be paid at the factored straight time rate. If an employee is required to report to work without having had this break, the hours the employee is required to work shall be paid at the overtime rate.
- E.** Alternate Treatment Schedules (Excluding 4-10's) are not eligible for guaranteed relief under this section.

### **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 Employee Travel Approval, Travel Expenses and Per Diem.



**Section 5.10**      **Deductions From Pay**

The Municipality may deduct monies under any Municipal policy or program in which the employee is participating which calls for payroll deductions, such as tuition reimbursement and benefit deductions. The Municipality may make deductions from the employee as authorized by law or Municipal policy, in such cases the employee shall be notified in writing prior to any deductions.

**Section 5.11**      **Reclassification Request**

An employee who believes that they are consistently performing work in a higher established classification may file a request for reclassification in accordance with AMC 3.30.027 B.

**Section 5.12**      **Pay Day and Pay Time**

All employees covered by this Agreement will be paid every other Friday through automatic payroll deposit. If a payday is a recognized holiday, then that payday shall be the business day prior to the recognized holiday.

All pay and allowances on the timecard shall be paid on the pay check for the pay period in which the pay and allowances were earned. If the pay and allowances were earned after and they were unanticipated when the timecard was completed, the allowances and pay will be paid on the paycheck that corresponds to the pay period in which they were submitted to Central Payroll.

**Section 5.13**      **Errors in Pay**

There shall be no liability on the part of the Municipality with regard to the preparation and delivery of paychecks other than for intentional misconduct. The Municipality 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.

An error in pay is defined as a discrepancy between the timecard submitted and the actual hours paid for that pay period. Errors in pay will be corrected by the Municipality by the second full pay period after the error in pay is verified and confirmed by Central Payroll.

Failure of the Municipality to correct confirmed errors in pay by the second full pay period, the employee shall receive sixty-five dollars (\$65.00) for each scheduled work day after the payday during which the error in pay remains uncorrected.

When changes in contract language require software configuration changes, errors in pay only directly related to said changes shall not apply for a period not to exceed

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ninety (90) calendar days unless otherwise agreed to in advance by both parties.

After review of the error in pay documentation by Central Payroll, if there is a disagreement on whether an error in pay actually occurred, the Municipality shall provide a thorough explanation of the disagreement, and the grievance procedure shall be utilized for resolution. The outcome of the grievance process shall determine if eligibility for additional compensation as stated above. The employee shall not be eligible for additional errors in pay compensation as stated above if it is determined that there was no error in pay and or the error was an overpayment.

Upon notification to the employee, the Municipality reserves the right to recover any overpayments in the same manner and same number of pay periods in which the overpayment occurred.

To prevent payroll errors and to ensure employees are accurately documenting their time in the Municipality's timekeeping system the Municipality will offer timekeeping system training to all members of the bargaining unit. This timekeeping system training will be provided upon hiring of each employee and at the request of each work unit.

### **Section 5.14 Mid-Term Classification Changes**

If, during the term of the Agreement, the Employer creates a new classification, the pay grade is subject to negotiations and if necessary the grievance process.

**ARTICLE 6**

**BENEFITS**

**Section 6.1 Health & Welfare Program**

**A. Health Benefit Plan**

The MOA agrees to contribute to the Union Health Benefit Plan (Union Plan) for purpose of providing certain Health Benefits to eligible employees. In the event that the Union Health Benefit Plan becomes unavailable to the Municipal employees covered under this agreement, the parties agree to reopen negotiations to transition the employees back to the MOA's Health Benefit Plan. The Union will provide the MOA with no less than ninety (90) days advance notice of its intent to discontinue health benefits to the aforementioned covered employees. The MOA shall not be responsible for any costs or expenses incurred by the Union or the Union Plan prior to the negotiated effective date of the transition to the MOA's Health Benefit Plan.

**B. Eligibility**

Regular employees who are scheduled to work a minimum of twenty (20) hours each week are eligible to participate in the Union Plan subject to the provisions and terms of the Plan.

**C. Municipal Contributions**

1. The MOA contribution amount for 2019 (\$1859.82) will continue at the same rate for the remainder of 2019.
2. Effective January 1, 2020, for each eligible employee the Municipality shall increase the monthly contribution to the Union Plan, not to exceed the lesser of:
  - a. The Urban Alaska CPI for Medical for the prior calendar year, or
  - b. \$70.00 per month increase from the prior year's contribution.
3. Effective January 1, 2021 for each eligible employee the Municipality shall increase the monthly contribution to the Union Plan, not to exceed the lesser of:
  - a. The Urban Alaska CPI for Medical for the prior calendar year, or
  - b. \$70.00 per month increase from the prior year's contribution.
4. Effective January 1, 2022, for each eligible employee the Municipality shall increase the monthly contribution to the Union Plan, not to exceed the lesser of:
  - a. The Urban Alaska CPI for Medical for the prior calendar year, or
  - b. \$70.00 per month increase from the prior year's contribution.
5. The Union shall advise the Municipality of Anchorage of the pre-tax and after tax contribution amounts that employees shall contribute per month to the Union Plan through payroll deduction.

**D. Health Insurance Rate Adjustments**

The Union agrees to provide the MOA with a cost analysis of the Plan by October 1 of each year of this Agreement. The MOA, at its own expense, reserves the right to perform its own review and analysis of the Plan.

**Section 6.1.1 Plan Eligibility Criteria**

- A.** First (1<sup>st</sup>) of the month following date of employment unless the start date is the first (1<sup>st</sup>) of the month, the Administrator of the Plan agrees to enroll eligible MOA employees represented by Plumbers and Steamfitters in the Plan and to provide electronic data in a form acceptable to the MOA for eligible participating employees. Monthly updates for new employees will be provided to the MOA by the first of each month.
- B.** The MOA agrees to make the appropriate payroll contributions to the Plan on or before the fifteenth (15th) day of the month following the month for which the employee was eligible for coverage.
- C.** The Plan agrees to be responsible for reconciliation of the payments received from the MOA per employee. Should an overpayment to the Plan occur on behalf of an employee, the Plan shall remit the overpayment to the MOA for purposes of the MOA's repayment to the employee. If the MOA, in error, advances eligibility and payments for an employee who is not an eligible Plumbers and Steamfitters member and the Plan certifies eligibility and pays benefits on behalf of that employee, the MOA shall be responsible for reimbursing the Plan for the amount paid in benefits on behalf of that employee, less the premiums collected by the Plan. The Plan shall notify the MOA of any such error within 10 days of discovery and shall immediately transfer all claims records to the MOA. In the event of either an overpayment or an underpayment, the Plan will provide the MOA with documentation as necessary to verify the adjustments.

The Municipality will not provide payment of unused benefit credits to employees.

- D.** The contributions provided by the MOA on a monthly basis, are solely for the purposes of a Plan benefit program or programs for the benefit of eligible members of the Plumbers and Steamfitters and their qualified beneficiaries and to defray the reasonable expenses of administering the plan or plans of benefits. If the Plan covers participants in addition to members of the Plumbers and Steamfitters, the Plan will maintain a separate account and will insure that separate income and expense statements and balance sheets are maintained so as to determine the administrative costs as well as the actual cost of benefits for the plan or plans covering the Plumbers and Steamfitters MOA members. The provisions of the plan or plans obtained by the Plan must satisfy the mandatory requirements of Anchorage Municipal Code 3.30.161.

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- E. By entering into this Agreement, the Union agrees to relieve the MOA of any obligation to obtain, maintain or administer a health insurance plan under AMC 3.30.161 covering eligible bargaining unit members and their dependents.
- F. The mutual obligations of the parties, under this article, shall be interpreted in accordance with AMC 3.70.
- G. If the Union opts to have bargaining unit members become participants in the Alaska Pipe Trades U.A. Local 367 Health and Security Trust (Trust), retiree benefits will not be a feature of the plan of benefits provided by the Trust to Municipal Employees. The benefits provided by the Trust to Municipal employees will be for active employees only.

### **Section 6.1.2 Life and Disability Insurance**

#### **A. Eligibility**

Regular employees who are scheduled to work a minimum of twenty (20) hours each week are eligible to participate in MOA's Life and Disability Insurance Plans subject to the provisions and terms of the Insurance Plan Contracts.

#### **B. Life and Accidental Death & Dismemberment (AD&D) Insurance**

The MOA shall provide basic life insurance and AD&D in the amount of \$50,000 for each employee.

#### **C. Supplemental Life Insurance**

Employees may purchase on a voluntary basis, additional life coverage through post-tax payroll deductions in increments of \$25,000 up to a maximum of \$200,000. Coverage and premium rates will be determined by the insurance carrier.

#### **D. Dependent Life Insurance**

Employees have the option to voluntarily purchase dependent life insurance coverage for eligible dependents at the employee's own expense via payroll deduction.

#### **E. Long-Term Disability**

Employer paid long-term disability coverage in an amount equal to sixty percent (60%) of the employee's annual salary up to a maximum of six thousand two hundred and fifty dollars (\$6,250) per month will be provided.

#### **F. Short-Term Disability**

Employees may purchase on a voluntary basis, short-term disability coverage through post-tax payroll deductions. Employees may select the level of coverage from the available options offered. Covered and premium rates will be determined by the insurance carrier.

**Section 6.1.3**      **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 plans subject to the provisions of the plans.

**Section 6.3**      **Retirement**

The MOA shall maintain, for eligible employees covered by this Agreement, the Public Employees Retirement System as legislated by the State of Alaska.

**Section 6.4**      **Administrative Fee**

Each eligible employee will pay by means of payroll deduction a monthly \$5.00 administrative fee to the MOA. The fee will be split equally between two (2) pay periods in each month.

**Section 6.5**      **Employee Assistance Program**

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

**Section 6.6**      **Health Care Reform**

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

**Section 6.7**      **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 reprimand, written Disciplinary Action Report (DAR), suspension without pay for a period to be determined by the department head or designee in concurrence with the Labor Relations Director, demotion or termination of employment. The MOA may impose discipline at any level depending upon the severity or frequency of the offense. Counseling memos are not mandatory, but are encouraged, and are not considered discipline or part of the progressive discipline process.

All valid disciplinary actions, except oral reprimands, shall be documented on a Disciplinary Action Report (DAR) form, unless the DAR meets the criteria listed below. A record of the date, time, and subject of an oral reprimand shall be maintained in the departmental personnel files for a twelve (12) month period. A completed DAR shall be forwarded to Human Resources for inclusion in the employee's personnel file.

Human Resources will track all disciplinary actions on a DAR log and a copy of the DAR will be kept in a separate file.

At the request of the employee, the Director or designee shall notify the department to return all originals and copies of disciplinary action documentation from department files to the interested employee per the schedule below.

Progressive discipline shall be defined as the following:		
Oral Reprimand	Disciplinary	Memo Removed After Twelve (12) Months With No similar or Related Incident
DAR	Disciplinary Which May Include:	
	Suspension	DAR Removed After Twelve (12) Months With No Similar or Related DAR
	Transfer	DAR Removed After Twelve (12) Months With No Similar or Related DAR
	Demotion	DAR Removed After Twelve (12) Months With No Similar or Related DAR
	Termination	---

**Section 7.1.1            Discipline and Termination of Employment**

The Municipality retains the right to discipline or discharge an employee with status for just cause.

"Just Cause" means that sufficient justification exists for the proposed action against an employee. "Just cause" shall apply to behavior by an employee which is detrimental to

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the discipline, public image or efficiency of Anchorage as an employer. As so defined, the following are examples of "just cause":

1. Incompetency;
2. Inefficiency;
3. Lack of any of the qualifications required by AMC 3.30.024 D;
4. Theft, fighting, or assault of a fellow employee or member of the public;
5. No call or no show. Lack of significant justification for a three (3) day no call/no show will result in voluntary termination;
6. Insubordination;
7. Excessive or habitual absenteeism/tardiness;
8. Harassment of other employees or the public;
9. Violation of a written municipal procedure or regulation, which was known or reasonably should have been known to the employee;
10. Violation of an oral directive, which was known or reasonably should have been known to the employee;
11. Conviction of a crime involving moral turpitude that impacts employment;
12. Violation of AMC 3.30.190 Substance Abuse Testing Policy;
13. 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 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 are 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 are to be filed in writing commencing at Step Two of this grievance procedure. Allegations of unlawful discrimination are not grievable under this Agreement unless all public agencies which might have jurisdiction to investigate such allegations refuse to do so.

A grievance may be filed by the Union on behalf of all employees who are similarly situated. Such "class action" grievances must identify all members of the class with



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sufficient particularity to enable the parties to determine who would be affected by the resolution of the grievance. Class action grievances must be signed by one member of the class, and must be filed on the Union grievance form.

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

### **Section 7.3            Grievance Procedure**

**A.** When a situation arises which becomes a basis for a grievance, the Union and the Municipality shall make every effort possible to informally resolve the issue.

1. Grievances that are non-disciplinary, regardless of whether they are a single claim or class wide claims, will be handled by the Union for all bargaining unit employees without regard to their status as payors or non-payors of Union Dues.
2. In disciplinary cases, the Union is still the sole representative of bargaining unit employees; if an employee has opted out of paying Union dues, however, the Union can charge an employee the cost of representation, up to and including any costs of arbitration. The Union will provide a detailed cost analysis to the employee.

**B.** In the event that the problem cannot be resolved, the grievance will be reduced to writing on a standard form agreed to by the parties within ten (10) working days of the event giving rise to the grievance and the following procedure will be used.

The written form of the grievance is to contain the following information:

1. Nature of the grievance and the specific circumstances out of which it arose;
2. Remedy requested;
3. Article(s) and Section(s) of this Agreement alleged to be violated, relied upon, or claimed to have been violated;
4. Date of alleged violation(s); and
5. Signature of the grievant, if applicable, and the union representative.

**C.** In the application of this article, "working days" excludes Saturdays, Sundays, and recognized Municipal holidays. Nothing in this article is to be construed to prevent settlement of a grievance by mutual agreement of the parties at any time. The expenses of the arbitration are borne equally by the Municipality and union representing the grievant.

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- D. At each step the time requirements may be extended in writing 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.
- E. For cases involving discharge the grievance procedure begins at Step Two 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 Labor Relations Director or designee within ten (10) working days of when the event giving rise to the grievance occurred. The Labor Relations Director or designee will send the grievance to the appropriate Agency Head. The MOA shall have ten (10) working days from receipt of the written grievance to meet with the Union and attempt resolution. Within ten (10) working days after the Step One meeting the Department Head, in concurrence with the Labor Relations Director or designee must 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, Human Resources or designee 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, Human Resources or designee 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, Human Resources or designee shall issue a written response.

In the event that the Union or the MOA files a grievance at Step Two of this procedure, the Director, Human Resources or designee 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**

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

### **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 arbitrated in a separate hearing prior to the commencement of arbitration on the merits of the grievance.

Different arbitrators shall be used for the two hearings unless otherwise agreed by the parties. 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**

If there is a request for arbitration, the Union and the MOA shall meet within five (5) working days to agree on a mutually acceptable arbitrator. If no agreement is reached, the parties shall select an arbitrator by utilizing the striking method from the list of seven (7) arbitrators supplied by the AAA for the purposes of the dispute. Arbitration will commence as soon as practicable following the appointment of the arbitrator. The expenses of arbitration will be borne equally by the MOA and the Union.

**Section 7.3.6      Authority of the Arbitrator**

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration and the procedural rules of the AAA. The arbitrator shall have no authority to add to, alter, delete or modify any 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 reduced to writing unless waived by the parties and shall be final and binding upon the parties.

**Section 7.3.7      Service**

Mail, facsimile transmission, email and/or hand deliveries may be used as the means of filing grievance and responses.

**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 provisions of the Agreement in effect at the time the grievance was filed.

**Section 7.3.9      Personnel Files use in Arbitration**

No document contained within an employee's personnel file(s) may be used in arbitration or other hearing, unless a copy of the document is provided to the employee.

**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 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 MOA. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.
- G.** The MOA shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety and proper emergency medical treatment shall be provided and be available for all employees working under adverse conditions. The MOA shall furnish seat belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.
- H.** The MOA shall establish regular safety meetings for each department not less than once per month during working hours and all employees will be required to attend without loss of pay.
- 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 MOA's expense. The MOA 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 and Sulfur Dioxide cylinders shall be

## PLUMBERS AND STEAMFITTERS, LOCAL 367

performed by no less than two (2) MOA 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 MOA property. Employees may be subject to appropriate disciplinary action for violation of this Article. Employees will individually and collectively endeavor to perform safe, efficient and diligent service and that they will use their influence and best efforts to protect the property of the MOA.

### **Section 8.3            Handtools**

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 employees are scheduled to work or where the MOA deems necessary. 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, and Safety Footwear**

- 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.** For AWWU only, the following will be provided in addition to the foregoing:
1. All AWWU employees covered by this agreement will be provided a clothing allowance of four hundred and fifty dollars (\$450.00) per year per employee 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.
  2. Employees are responsible for laundering and upkeep of all clothing acquired by the employee.
  3. 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.
  4. AWWU will provide appropriate "Electrical Protective Equipment" for those employees who, in the course of their regular duties, must engage in electrical hot work or work in electrical enclosures. AWWU will also provide the appropriate cleaning products for the care and maintenance of such equipment, and the employee will be responsible for use of the equipment at their work locations.
  5. 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.
- C.** Facility Maintenance and Building Inspection employees will be provided OSHA required Personal Protective Equipment. Employees shall be provided an allowance of two hundred dollars (\$200.00) per year per employee for OSHA approved boots. The allowance will be provided during the first full pay period of September of each year. Other clothing or gear may be provided to employees as directed by their perspective Department Heads.

**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. Non-employee union representatives shall have access to municipal property only as specified in paragraph 2.10.5 of this Agreement, Visits to MOA Work Locations.

**Section 8.7**      **Revocation of License**

In the event an employee shall suffer a revocation of a required 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 factored rate of pay at the time of revocation of the license. The employee shall be reinstated to the position held prior to revocation of the license after the license is restored. The employee shall lose no pay, benefits, or seniority upon the event of revocation of the 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**      **Employee Usage of Computers and Office Equipment**

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.

**ARTICLE 9**

**MISCELLANEOUS PROVISIONS**

**Section 9.1 Educational Assistance**

- A.** 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.
  
- B.** The educational pay enhancement described below was frozen effective May 20, 2014. Those employees already receiving the enhancement on this date continued to receive the requisite pay for the applicable education level, but thereafter, the enhancement ceased to exist for employees not already receiving it.

Employees receiving this enhancement will continue to receive the enhancement until they separate employment or are no longer in the bargaining unit.

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%) pay enhancement 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%) pay enhancement 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.



**ARTICLE 10**

**SCHEDULING**

**Section 10.1      Scheduling By Municipality**

The Municipality shall schedule all work and all employees, including but not limited to, all shifts, reporting locations, additional work assignments, and work schedules. Any changes to the work schedules for full time employees will be posted on the appropriate workplace bulletin boards or via electronic means, within seven (7) calendar days. Employees will be given, as far in advance as practicable, notice of any shift changes, reporting location changes, or schedule changes.

**Section 10.1.1      Department Seniority**

Department Seniority is utilized for bidding of work schedules and for scheduling of leave.

- A.** The employee who has the longest term of service in the department as a regular full-time employee shall be first on the seniority list for purposes of bidding of work schedules and leave scheduling. The Agency Head shall request employees' preference schedules but retains the right to assign shifts for legitimate business reasons. The Agency Head may assign schedules if the appropriate skill levels are not present within a schedule or shift.
  
- B.** Vacation scheduling will be done by work unit as follows: The employee with the most department 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 limited to forty (40) hours 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 blocks of leave time shall be made available to the next most senior employee in the work unit.
  
- C.** If any employees share the same term of service date, the tie shall be broken by the employee's birthday. The employee whose birthday falls first in the calendar year prevails.

**Section 10.2 Rest Breaks and Meal Breaks**

**A. 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 a paid fifteen (15) minute rest break during the second (2nd) half of the shift consistent with department policy.

**B. Meal Breaks**

Meal breaks will be one (1) hour unpaid or one-half (1/2) hour unpaid, as designated by management, from the time the employees break at the job site for lunch and return there from lunch. Employees should not be expected or required to perform any duties for the duration of their unpaid meal break.

Where the nature of the work does not permit scheduled meal breaks, the MOA shall make alternate arrangements to enable employees to eat a meal.

**C. Additional Breaks**

When working other than the regular shift, when the work situation permits, a paid fifteen (15) minute rest break shall be taken each additional two and one-half (2 1/2) hours worked. However, it is understood that at times the workload may not permit employees to take their breaks on this schedule. No rest breaks will be taken during the last half hour of work.

**D. Combination of Breaks**

Breaks may be combined when the work situation permits, with prior approval by Management.

**Section 10.3 Schedules**

The Municipality agrees to schedule employees with consecutive work days and consecutive work shifts, such as Day shift, Swing shift and Night shift to the maximum extent possible. Schedules may be modified to meet the Municipality's or the employee's needs as long as it is agreed upon.

**Section 10.3.1 Shifts and Alternate Work Schedule**

**A. Shifts**

All shifts shall be scheduled by the Municipality. The regular shift shall consist of five (5) eight (8) hour days.

**B. Alternate Work Schedules (4/10's, 9/80's, and Treatment Facilities)**

Alternate work schedules may be implemented by mutual agreement between the Municipality and the Union.

The treatment facilities currently have alternate work schedules consisting of either 4/10's or eight (8) and twelve (12) hour alternate shifts. The current schedules may be changed with mutual agreement between the Municipality and the Union.

The 9/80's schedule is an available alternate schedule, provided it is acceptable to the Department Head with concurrence of the Human Resources Director.

Employee's or work units approved for an alternate schedule shall remain on the schedule for at least six (6) months, unless legitimate operational needs require otherwise, in which case the supervisor may return the work unit to the prior regular schedule with at least two (2) weeks written notice.

PLUMBERS AND STEAMFITTERS, LOCAL 367

**ARTICLE 11**

**CLASSIFICATIONS AND WAGE RATES**

**Section 11.1 Wage Scale - 2020**

The following wage schedule is effective the first full pay period of 2020. Wages reflect a one and two tenths percent (1.2%) increase.

<b>GRADE</b>	<b>Entry Step 1</b>	<b>Final Step 2</b>
16	28.18	29.62
17	29.62	31.08
18	31.08	32.64
19	32.64	34.27
20	34.27	36.02
21	36.02	37.78
22	37.78	39.66
23	39.66	41.65
24	41.65	43.75

**Section 11.2 Wage Scale – 2021**

The following wage schedule is effective the first full pay period of 2021. Wages reflect a one and two tenths percent (1.2%) increase.

<b>GRADE</b>	<b>Entry Step 1</b>	<b>Final Step 2</b>
16	28.52	29.98
17	29.98	31.45
18	31.45	33.03
19	33.03	34.68
20	34.68	36.45
21	36.45	38.23
22	38.23	40.14
23	40.14	42.15
24	42.15	44.28

**Section 11.3 Wage Scale – 2022**

The following wage schedule is effective the first full pay period of 2022. Wages reflect a one and two tenths percent (1.2%) increase.

<b>GRADE</b>	<b>Entry Step 1</b>	<b>Final Step 2</b>
16	\$28.86	\$30.34
17	\$30.34	\$31.83
18	\$31.83	\$33.43
19	\$33.43	\$35.10
20	\$35.10	\$36.89
21	\$36.89	\$38.69
22	\$38.69	\$40.62
23	\$40.62	\$42.66
24	\$42.66	\$44.81

PLUMBERS AND STEAMFITTERS, LOCAL 367

**Section 11.4 Classification**

Employees are generally hired at the entry/trainee level. Applicants who meet the minimum qualifications, including any required State of Alaska certification(s) may be hired at the higher job classification within the levels of the position. Employees who meet the minimum qualifications and obtain the required State of Alaska certification(s) shall be reclassified to the higher-level job classification within the levels of the position. The reclassification shall be effective the beginning of the pay period in which the certification(s) is received by Human Resources Classification. All certifications must remain current to remain employed.

<b>Job Title &amp; Level</b>	<b>Grade</b>
Assistant Parts Warehouseman – Level 1 of 1	17
Meter Reader – Level 1 of 1	18
Meter Reader Lead – Level 1 of 1	19
Fleet Service Technician – Level 1 of 1	19
Fleet Journeyman Technician – Level 1 of 1	21
Warehouse Journeyman – Level 1 of 1	20
Journeyman Craftsman – Operator in Training – Level 1 of 2	19
Journeyman Craftsman – Level 2 of 2	20
Journeyman Mechanic – Operator in Training – Level 1 of 2	19
Journeyman Mechanic – Level 2 of 2	20
Field Service Inspector I – Level 1 of 2	19
Field Service Inspector II– Level 2 of 2	21
Meter Install/Repair Journeyman – Level 1 of 1	21
Expeditor – Level 1 of 1	21
Fleet Technician Lead – Level 1 of 1	22
Journeyman Certified Plumber – Level 1 of 1	22
Mechanical Inspector – Level 1 of 1	22
ICS Electrician/Instrument Technician – Level 1 of 1	23
ICS SCADA Programmer – Level 1 of 1	23

PLUMBERS AND STEAMFITTERS, LOCAL 367

Job Title & Level	Grade
Collection & Distribution Operator - in Training – Level 1 of 5	18
Collection & Distribution Operator I – Level 2 of 5	19
Collection & Distribution Operator II – Level 3 of 5	20
Collection & Distribution Operator III – Level 4 of 5	22
Collection & Distribution Operator IV – Level 5 of 5	23
Treatment Plant Operator I – Level 1 of 4	20
Treatment Plant Operator II – Level 2 of 4	21
Treatment Plant Operator III – Level 3 of 4	22
Treatment Plant Operator IV – Level 4 of 4	23
Maintenance Foreman – in Training – Level 1 of 2	22
Maintenance Foreman – Level 2 of 2	23
Fleet Foreman – Level 1 of 1	23
ICS Foreman – Level 1 of 1	24
Journeyman Certified Plumber Foreman – Level 1 of 1	24
Mechanical Inspector Foreman – Level 1 of 1	24
Collection & Distribution Operator Foreman – Level 1 of 1	24
Treatment Plant Operations Foreman – Level 1 of 1	24

**Section 11.4.1**

Employees who were downward reclassified on August 28, 2017 more than one pay grade due to the above classification changes will have their salaries remain frozen for the full two year period unless they promote to their previous pay grade or higher.

**Section 11.5      **Certifications for Mechanical Inspector and Mechanical Inspector Foremen Positions at Development Services****

The Mechanical Inspector and Mechanical Inspector Foremen classifications shall receive the following additional compensation for obtaining and retaining the following certifications:

- Certified Plumbing Inspector                      eight percent (8%) pay enhancement
- Commercial and Residential
- Certified Mechanical Inspector                      eight percent (8%) pay enhancement

Certifications must be current in accordance with presently adopted building codes. If the certification lapses or is revoked for any reason, the additional compensation will be removed effective immediately.

**ARTICLE 12**

**TERMS OF AGREEMENT, RENEGOTIATION**

**Section 12.1      Effective Date and Duration**

The Agreement is effective after ratification by the union membership and approval by the Assembly as required by Anchorage Municipal Code. This agreement shall expire at midnight on June 30, 2022.

**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 and twenty (120) calendar days before the expiration date of this Agreement. If either party wishes to negotiate a successor agreement and properly notifies the other party, both parties must participate in the negotiations. Negotiations must commence at least ninety (90) days before the expiration date of this Agreement. If neither party properly notifies the other party of an intent to negotiate a successor agreement, this Agreement shall be automatically renewed for a period of one (1) year from its expiration date and for successive periods of one (1) year each for so long as there is no proper notification of an intent to negotiate a successor to this Agreement.

PLUMBERS AND STEAMFITTERS, LOCAL 367

ACKNOWLEDGEMENT AND CERTIFICATION

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

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

  
Municipality of Anchorage  
Human Resources Director

  
Plumbers and Steamfitters, Local 367  
Business Representative



PLUMBERS AND STEAMFITTERS, LOCAL 367

**CERTIFICATION**

I certify that the foregoing Agreement was ratified by a majority vote of the members of the Anchorage Assembly, at a properly called meeting on the 17<sup>th</sup> day of December 2019.

**MUNICIPALITY OF ANCHORAGE**

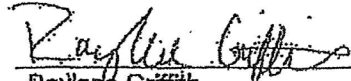
DATED: 1/24/20

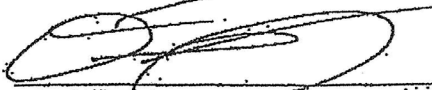
BY: Barbara A. Jones


Its Municipal Clerk

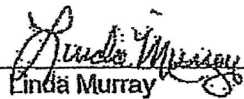
PLUMBERS AND STEAMFITTERS, LOCAL 367

Municipality of Anchorage

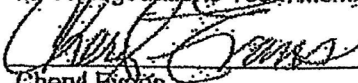
  
Raylene Griffith  
Lead Negotiator


  
David Persinger  
MOA Negotiations Team Member

  
Blair Christensen  
Assistant Municipal Attorney


  
Linda Murray  
MOA Negotiations Team Member

  
Gary Hiley  
MOA Negotiations Team Member


  
Cheryl Evans  
Human Resources Director

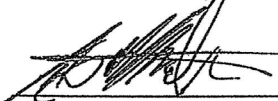
  
Ethan Berkowitz  
Mayor

Plumbers and Steamfitters, Local 367

  
Aaron Plikat  
Lead Negotiator

  
Brandon McGuire  
Local 367 Business Agent

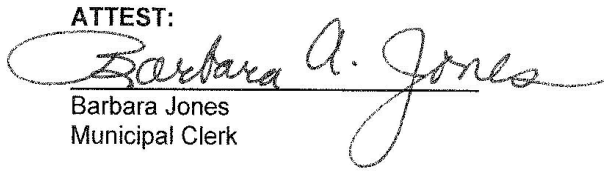
  
Timothy Wilson  
Local 367 Team Member

  
James Christenberry  
Local 367 Team Member

  
Daniel Sereyko  
Local 367 Team Member

  
Brian Edwards  
Local 367 Team Member

PLUMBERS AND STEAMFITTERS, LOCAL 367

ATTEST:  
  
Barbara Jones  
Municipal Clerk

CERTIFICATION

I certify that the foregoing Agreement was ratified by a majority of the members of the bargaining unit present and voting, at properly called meetings on the 17<sup>th</sup> day of October 2019.

PLUMBERS AND STEAMFITTERS LOCAL 367

DATED: 10/18/2019

BY: [Signature]

ITS: Business Manager

APPENDIX A – MOA DRIVING CONVICTION GUIDELINES

## Municipality of Anchorage Driving Conviction Guidelines

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

Category	Type of Conviction(s)	Number of Convictions	0 to 3 Years (0 to 36 Months)	4 to 5 Years (37 to 60 Months)	6 to 10 Years (61 to 120 Months)	11 Years & Beyond (121 + Months)
I	DUI/DWI or Refusal to Submit to a Chemical Test	1	Not acceptable	Acceptable	Acceptable	Acceptable
		2	Not acceptable	Not acceptable	Not acceptable	Acceptable
		3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with 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 Human Resources Director retains the right to waive applicant disqualification based on the facts of the situation.