

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MUNICIPALITY OF ANCHORAGE



AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL UNION 1547**



MARCH 3, 2010 – DECEMBER 31, 2013

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ARTICLE 1

PREAMBLE

THIS AGREEMENT, by and between the Municipality of Anchorage, hereinafter referred to as the "Employer," "MOA," or "Municipality," and the International Brotherhood of Electrical Workers, Local 1547, hereinafter referred to as the "IBEW" or "Union," representing the employees covered herein, establishes the agreed upon working conditions and wage schedule hereinafter set forth.

ARTICLE 2

GENERAL PROVISIONS

2.1 Purposes of Agreement

The purposes of this Agreement are to set forth the negotiated wages, hours, and other terms and conditions of employment for IBEW 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.

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 IBEW represented MOA employees in Fleet Maintenance and Fleet Management, Solid Waste Services and the Public Transportation Department.

2.3 Definitions

2.3.1 **Agency Head.** A department head, office director or utility general manager, or any of their designees.

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

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

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

2.3.5 **Call In.** When an employee is required to come in to work prior to and contiguous with his/her regularly scheduled shift and which has been scheduled before the end of the employees' preceding work shift.

2.3.6 **Call Out.** A situation where employees have been released from duty and are required to return to work outside of their scheduled duty hours.

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

2.3.8 **Director.** As used in this Agreement, "Director" shall mean the Director of Employee Relations or designee.

2.3.9 **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.

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

2.3.11 **Full-Time Employee.** An employee normally scheduled to work forty (40) hours during the work week.

2.3.12 **Holdover.** A situation where employees are required to stay on duty after and contiguous to their regularly scheduled shift.

2.3.13 **Immediate Family.** The definition of immediate family for the purpose of this agreement shall be: spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-relationship, person for whom the employee has been appointed as legal guardian, same sex domestic partner as defined by the MOA, and/or other family member who resides permanently with the employee.

2.3.14 **On-Call.** Employee status when required to be available to work on such notice as specified by the department, division or section.

2.3.15 **Night Shift.** A shift in which the majority of hours fall between 9:00 p.m. and 6:00 a.m.

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

2.3.17 **Schedule.** An employee's regularly scheduled work days and shifts during a work week.

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

2.3.19 **Shift.** An employee's regularly scheduled hours on a work day.

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

2.3.21 **Swing Shift.** A shift in which the majority of hours fall between at 3:00 p.m. and midnight.

2.3.22 **Temporary Employee.** Temporary employees are those employees hired to augment the work force, and not displace regular employees, when the work load temporarily requires additional help, or in the event of an emergency or unanticipated condition (or situation) or to relieve regular employees during absences. The Employer may extend temporary employment for an additional six (6) months. Any temporary Employee who may be extended by the employer from the initial date of the extension beyond the initial six (6) months shall continue to receive pay as a temporary MOA employee, shall accrue full fringe benefits under this agreement, and shall be paid the basic hourly wage rate for the classification in which they are working. Following the maximum authorized six (6) months extension, the Employer shall either terminate employment or afford the employee all entitlement of employees with regular status. By mutual consent of the Employer and the Union, a temporary position may be filled on a part-time basis.

2.3.23 **Transfer.** "Transfer" means a lateral movement of a regular employee from one position to another position in the same, a different, or a parallel classification at the same range, without any break in service.

2.3.24 **Work Day.** Twenty-four (24) hours commencing at midnight and ending at midnight.

2.3.25 **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.

2.3.26 **Work Week.** The work week shall consist of seven (7) consecutive calendar days.

2.4 Applicability of Municipal Personnel Rules

To the extent where there is a conflict between this Agreement and the Personnel Rules (AMC 3.30), the provisions of this Agreement shall prevail. In the event this Agreement is silent the Personnel Rules will be applicable.

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.

2.6 Non-Discrimination

The Employer and the Union shall comply with all State, Federal, and Local laws, rules, and regulations prohibiting discrimination against any person with regard to all aspects of employment or membership.

2.7 Gender

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

2.8 Plurality

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

2.9 No Strike, No Lockout

This Agreement is a guarantee by both parties that there will not be strikes, slowdowns or lockouts during the life of this Agreement. The Employer and the Union agree to do nothing to provoke interruption of or prevent such continuity of performance of said employees, insofar as such performance is required in the normal and usual operations of the Employer's business. The Union agrees that there shall be no work stoppages due to jurisdictional disputes. No employee will be terminated for refusing to cross a sanctioned and recognized picket line.

2.9.1 Picket Lines

2.9.1.1 Recognized and Sanctioned. Recognized and sanctioned as interpreted by IBEW and the MOA for purposes of interpreting the Collective Bargaining Agreement shall mean:

2.9.1.1.1 A picket line where IBEW has a primary dispute with a contractor, including a recognized, economic, organizational, unfair labor practice or area standards picket, but excluding a publicity, secondary or refusal to patronize picket.

2.9.1.1.2 A picket line established by another union which has received official recognition and sanction in the minutes of the Western Alaska Building Trades meeting.

2.9.1.1.3 Any picket line which is identified to MOA by the Business Manager of IBEW Local 1547 or his/her designated representative. When a dispute regarding the legality of a picket line arises, IBEW and MOA shall meet within 24 hours and negotiate in good faith to determine whether the picket line is "recognized and sanctioned" for purposes of this Agreement. In the event the question regarding a picket line arises and the parties are unable to agree on whether such picket is recognized and sanctioned, a mutually acceptable third or disinterested party may be called upon to give an interpretation.

2.9.1.2 Informational or Political Pickets. Nothing contained in this Agreement shall grant the employee the right to refuse to cross an informational picket of another union or a political picket.

2.9.2 **Notification.**

2.9.2.1 On a routine basis, the Union agrees to provide the Employer with a list of locations and/or companies that are in dispute with the IBEW. An IBEW Business Representative shall notify the Employee Relations Director or designee by 3 p.m. on the day preceding the posting of a recognized and sanctioned picket line, with a confirmation letter the following day.

2.9.2.2 The IBEW shall immediately notify MOA when it has received written notice that a contractor has established an alternate or union gate at the site of a picket. In the event this gate becomes "tainted"; that is, if a non-union worker goes through a union gate, then IBEW shall immediately notify MOA in writing.

2.9.2.3 No employee shall be disciplined for refusing to cross a recognized and sanctioned picket as provided herein, unless it can be shown that he/she acted unilaterally without contacting the Shop Steward or Union Hall to request clarification of the status of the picket. An employee may be disciplined possibly to include termination only when he/she refuses the direct orders of IBEW and MOA to cross a picket line.

2.10 **Management Rights.**

Except as otherwise expressly provided in this Agreement, it is the right of the Municipality acting through its agencies to determine the standards of service to be offered by its agencies; determine the standards of selection for employment and job performance; direct its employees; take disciplinary action for just cause;

maintain the efficiency of governmental operations, determine the methods, means, and personnel by which government operations are to be conducted; take all necessary actions to carry out its organization and the technology of performing its work; require overtime; determine and enforce levels of productivity; establish and enforce work rules, policies or regulations required by federal or state law or court order; and take or direct any necessary actions in emergency situations, as defined in the Collective Bargaining Agreement.

2.11 Employee Representative Rights

2.11.1 Union Discipline of Employees. The Union reserves the right to discipline its own members for any violation of Union laws, rules or agreements. If the Employer implements discipline at the request of the Union, the Union shall indemnify the Employer and hold the Employer harmless from any and all claims against the Employer that may arise from any acts of the Union involving their members.

2.11.2 Union Shop. The Employer agrees that all employees covered by this Agreement will, as a condition of employment, become members of the Union within thirty (30) days of the date of this Agreement, or within thirty (30) days after their date of hire, whichever is later. The Employer agrees that only those employees covered hereby who remain in good standing in the Union shall continue in its employ and that "good standing" requires that an employee not be in arrears to the Union for current dues or initiation fees. If the Union fails to admit such an employee to Union Membership, this shall not be cause for his/her dismissal.

2.11.3 Dues Deduction. The Employer agrees to deduct only regular monthly and working union dues and assessments from the pay of its employees and pay to the Local Union 1547 such amount, if authorized in writing by the employee on a form acceptable to the Employer. The Employer agrees to make this deduction from the second payroll period of each month and to send a check for the total amount, together with a list of the names of those individuals' for whom the deductions were made, to the Financial Secretary as designated by the Union on or before the fifteenth (15th) day of the following month. This authority shall be revocable once per year by the employee by notice in writing delivered by mail to the Director of Employee Relations or designee and the Financial Secretary of the Union.

2.11.4 Indemnification. The Union agrees that the Employer assumes no responsibility in connection with deduction of dues except that of forwarding monies deducted as set forth in this Article. The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer for the amounts deducted and withheld from earnings.

2.11.5 Employee Absence While Holding Union Position. Any employee appointed or elected to office in the Union which requires a part or all of his/her time shall not lose his/her established seniority with the Employer. The

Municipality 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 lower than the position which the employee vacated, and for which the employee is qualified. The right to return to a vacant position shall expire after four (4) years from the date of separation to accept the Union position. In the event an employee appointed to the Union staff returns to work after a leave of absence, he/she may be granted another leave of absence by mutual consent only. This section shall not apply to steward activity of limited duration.

2.11.6 **Stewards.** The Union may appoint such stewards as are set forth in this Article. All stewards shall be working stewards. As scheduled by management, a steward may spend a reasonable amount of time during working hours without loss of pay attending to union business within the department. The time spent on union business will count as hours worked for the purpose of determining overtime eligibility. The duties and activities of the shop steward shall include handling of complaints and grievances and administration of the Agreement. All of the shop steward's wages will be borne by the MOA. Stewards must document the time spent on union business on their timecards. Shop stewards may be granted leave without pay for training purposes with prior approval of the agency and the Employee Relations Director. Where there is more than one shop steward in a location, the Union shall designate one steward as lead. The shop stewards shall not be laid off as long as there are two (2) or more employees in the same classifications employed within the shop steward's area of appointment.

2.11.7 **Access to Employees.** Union representatives shall be granted access to Municipal property during normal business hours, for the purpose of conducting such Union business as would affect the Employer, its employees in their capacity as such, or any other aspect of the employer-employee relationship. The Union agrees to notify the appropriate department head or designated employer representative prior to such visits. The Union shall instruct the stewards regarding scheduled meetings with represented employees, visits by Union officials (other than stewards) and information requests as follows:

2.11.7.1 All official on-site visits by Union representatives (other than stewards) shall be preceded by notice to the MOA Department Director. Unofficial visits by individuals for non-union related personal visits do not require such notice. The amount of advance notice shall be reasonable to the circumstances. Such visits shall not impede the necessary work of the Employer.

2.11.7.2 When the steward or any other union representative desires to call a meeting with employees on site during work hours, they shall:

1. Inform the affected employee of the desire for a meeting.

2. Request the employee to obtain permission from their immediate management supervisor to attend such a meeting.
3. If the requested time is unworkable, the requestor and management supervisor shall reschedule the meeting.
4. The supervisor shall not unreasonably deny an employee permission to attend a meeting requested by a steward. Similarly, the employee shall not be unreasonable in the request.

2.11.7.3 When the shop steward requests or seeks information from a department covered by this agreement the following procedure shall be followed:

1. The request shall first be made orally to an individual no lower than the lowest level non-bargaining unit management supervisor appropriate to the dispute or issue of information in question.
2. If the oral request is denied the request shall be re-submitted in writing.
3. The non-bargaining unit management supervisor shall not unreasonably deny an information request.
4. If the written request is denied, the requestor may file a grievance or unfair labor practice as appropriate.

2.11.7.4 Recognized Stewards as listed:

Fleet Maintenance	Two	Stewards
Solid Waste Services	One	Steward
Public Transportation	Two Stewards	

2.11.8 **Administrative Notification.** Notices required under the provisions of this Agreement, unless otherwise specified, Municipal directive, memorandum, rule or regulation which cover or affect areas covered by this Agreement or which affect any group of employees working under this Agreement, shall be served by the Employer to the Business Manager, Local Union 1547, IBEW, 3333 Denali Street, Suite 200, Anchorage, AK 99503 for service upon the Union; and to the Director, Employee Relations, 632 West Sixth Avenue, P.O. Box 196650, Anchorage, AK 99519-6650, for service upon the Employer. The date of receipt of such notices shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other of any change in the addresses set forth in this Section.

2.11.9 **Bulletin Boards.** The MOA shall provide bulletin boards and/or space on existing bulletin boards as reasonably requested by the Union.

2.12 Exclusive Nature of Agreement

The parties agree that this Agreement shall constitute the sole and entire Agreement by the parties, thereby revoking all previous Agreements, understandings, practices and regulations, except as provided within this document.

2.13 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.

2.14 Separability and Savings

In the event that any of the provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid for any cause, the invalid provision shall be deemed to be null and void and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree that within thirty (30) calendar days after a provision has been declared invalid, they will commence negotiations with regard to such invalidated provision and any other provisions of this Agreement which are affected by the invalidation. In the event that the parties do not reach agreement on contract amendments with regard to such invalidated provision, the parties shall continue to abide by all other terms of this Agreement as though the invalidated provision did not exist.

2.15 Successors and Assigns

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

2.16 Productivity

The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform safe, efficient and diligent service and that they will use their influence and best efforts to protect the property of the Employer. Since the issue of assuring the community that they are receiving the best services for their dollars is of critical interest to both management and labor, labor recognizes that the establishment of such productivity improvements is the right and obligation of management. It is further recognized that labor has a right to be informed and participate in the implementation of productivity standards.

2.17 Contracting and Subcontracting

2.17.1 **Contracting Out – Defined.** For purposes of this Article, “contracting out” shall mean the procurement of goods or services by the Municipality from sources other than Municipal employees.

2.17.2 Contracting Out – Purpose. The Union recognizes that the Municipality has statutory and charter rights and obligations in contracting for matters relating to Municipal operations, and that the right of contracting or subcontracting is vested in the Municipality. The parties understand and agree that the application of the provisions of this Article are not intended in any way to limit or restrict the ability of the Municipality to contract or subcontract out work, and does not limit the award of any such contract or subcontract to signatories of a Collective Bargaining Agreement with the Union or to contractors with current letters of assent from the Union.

2.17.3 Preservation of Work Force. The provisions of this Article are intended to preserve the work for employees whose wages, hours and other terms and conditions of employment are governed by this Agreement. No regular employee whose wages, hours and other terms and conditions of employment are governed by this Agreement shall be laid-off by the Employer as the result of the Employer's contracting or subcontracting of any work normally performed by bargaining unit employees. The Employer agrees that it will not contract or subcontract out work for the underlying purpose of eroding the size of the bargaining unit.

2.18 Meet and Confer.

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this agreement and its interpretation or any other matter of mutual concern to employee representatives and the municipality. The parties further agree that either party may request, in writing delivered to the other party, that the parties confer within fourteen (14) calendar days after the date of delivery of the request which request shall specify the matter to be discussed. An unexcusable refusal to meet and confer in response to such request shall be a violation of this agreement. There shall be no obligation on the part of either party to reopen, modify, amend or otherwise alter the terminology or interpretation of this agreement or make any other agreement as a result of any such conferences, nor shall the requirement for such conferences alter the rights or obligations of the parties under this agreement.

2.19 Mandatory Acknowledgement & Certification.

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

- A. 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.

ARTICLE 3

HIRING, PROMOTION, DEMOTION AND TERMINATION OF EMPLOYMENT

3.1 Hiring

3.1.1 Procedures

3.1.1.1 The Union agrees to maintain a hiring hall and to solicit qualified workers, both union and non-union, in order to fill MOA requisitions for workers. The MOA agrees to use the services of the hiring hall and will call upon the Union to furnish all qualified workers the MOA may require in the classifications covered by this Agreement, subject to the terms and conditions set forth in this Article 3.1.

3.1.1.2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. The Union agrees to not discriminate against non-union workers in referring workers to the MOA, and the MOA agrees not to discriminate against union workers in selecting job applicants referred by the Union.

3.1.1.3 The MOA retains the right to reject any job applicant referred by the Union. The Employer shall state reason for rejection in writing.

3.1.1.4 In the event the Union is unable to supply the MOA with qualified workers within forty-eight (48) hours (Saturday, Sunday and recognized holidays excluded) from when the call was received, the MOA may recruit workers from other sources. In this case, the MOA may recruit and hire pursuant to the provisions of the Municipal Personnel Rules (AMC 3.30). If the MOA hires outside of the hall, the MOA shall furnish the Union with the name(s) of any such workers hired, their classification, and date of hire.

3.1.1.5 Initially, vacancies being filled as per this section will be made available exclusively to current bargaining unit members, then solicited from the IBEW hiring hall, and then through open announcement. The Employer will make a reasonable effort to notify all employees of posted vacancies.

3.1.1.6 The Union and the Employer agree to disseminate to employees and applicants for employment, notice of these hiring arrangements.

3.1.1.7 Any alleged violation of this Article may be the subject of a grievance under Article 7 of this Agreement.

3.1.2 **Job Vacancies.** Job vacancies for regular positions shall be filled in accordance with the hiring procedures defined in this Agreement. Job assignments shall be made on the basis of qualification. Qualifications being equal, class specifications and position descriptions being the criteria, seniority shall prevail.

3.1.3 **Job Posting.** In addition to any other posting by the MOA, or jobs covered by this Agreement which have been vacated, or any job that has been created, shall be posted within covered MOA departments. The posting shall state details and qualifications applicable to the job or position and the effective date for filling the position.

3.1.4 **Temporary Job Vacancies.** In the event the Employer elects to fill a temporary position with a regular employee in lieu of filling it pursuant to Article 3.1, the most senior qualified employee within the department shall be offered the vacancy. These requirements may only be modified upon mutual consent of the Department Director and the Union. The MOA shall be the sole judge of a temporary worker's ability, qualifications, competence, and performance. A regular employee filling a temporary vacancy shall be returned to his/her previous position upon completion of the temporary assignment.

3.1.5 **Family Members.** It is agreed no employee may be placed in a position where the employee either supervises or is supervised by a member of the employee's immediate family.

3.2 Employment Probation

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

3.2.2 Probation; Duration of Probation.

3.2.2.1 Every appointment to a regular position in the classified service shall be subject to a probation period as provided in this article.

3.2.2.2 Any employee who is initially hired for appointment under this Agreement shall serve a probationary period of one thousand and forty (1040) hours worked.

3.2.2.3 The Director may consider service rendered in a temporary position in connection with an assessment of a person's qualifications to apply for a position.

3.2.2.4 Extension of Probationary Period. The probationary period of an employee may be extended by mutual consent of the Employer and the Union for a period of time not to exceed three months. Notice of such extension and reasons for it shall be given in writing to the employee with a copy to the Director, prior to the end of the established probationary period. Such an extension does not, however, change the merit anniversary date after the probationary period is finally passed.

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

3.2.3 Probation - Former and Current Employees

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

3.2.3.2 Promoted Employees. Employees who have already satisfied their initial probationary period who are promoted to a different position shall serve a five hundred twenty (520) hour probationary period in the promoted position. If the promotion is within the same agency and the employee's performance is unacceptable in the newly promoted position, as determined by the employee's management supervisor prior to completion of the five hundred twenty (520) hours, the employee will return to his/her previous position and pay status. If the promotion is to a position in a different agency and the employee's performance is unacceptable in the newly promoted position, as determined by the employee's management supervisor, prior to the completion of the five hundred twenty (520) hours, the employee shall be informed in writing with a copy to the agency head and Director, and consideration will be given to demotion to a position in the previous or lower class for which the employee is qualified. Lacking an open position, the employee's name will be entered on the appropriate recall list.

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

3.2.3.4 Demoted Employees. When an employee is demoted to a position in a class where he/she previously held regular status, no probationary period shall be served, except in the case of demotion for disciplinary reasons. When an employee is demoted to a position in which he/she did not hold regular status, the agency head shall decide whether a probationary period will be served, subject to approval of the Director. The employee concerned shall be notified of the decision, in writing, before the demotion.

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

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

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

3.3 Seniority

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

3.3.2 The bargaining unit employee having the longest term of service in the department as a regular full time and/or regular part time employee, shall be first on the seniority list for the purpose of scheduling vacations and for other purposes deemed appropriate by the department head. If any employees share the same term of service date, the tie shall be broken by applying the Union seniority tie-breaker formula in Appendix A.

3.3.3 The MOA shall provide the union steward a current seniority lists upon request. The lists shall be posted by the MOA.

3.3.4 In the event that the Employer absorbs the business of, or merges with another employer, or is party to a merger of any kind, the seniority of the employees absorbed or transferred thereby shall be determined as in section 3.3.1 above, and they shall be placed on the seniority lists as appropriate.

3.3.5 Seniority rights shall be preserved with no loss of time, if within six (6) months of the date of promotion to a supervisory position outside the bargaining unit the employee returns to his/her former classification. During this period the employee must remain in good standing with the union.

3.3.6 Termination of Seniority. The seniority of any employee will terminate under any of the following conditions:

3.3.6.1 Layoff. When an employee is laid off, except when the employee is re-employed and his/her service break is twelve (12) months or less, in which case

there is no break in seniority. This section shall not be retroactive for wage purposes.

3.3.6.2 Resignation or retirement. When the employee resigns or retires.

3.3.6.3 Discharge. When the employee is discharged for cause.

3.4 Evaluation of Employees

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

3.5 Filling Vacancies By Transfer, Promotion Or Demotion

The MOA may elect to fill a vacant position by transfer, promotion or demotion of existing bargaining unit employees, rather than by requesting a referral from the Union hiring hall. The MOA may fill vacant positions with existing bargaining unit employees through departmental or Municipal recruitment announcements. In the absence of a regular employee or probationary employee application, bargaining unit temporary employees shall be eligible to apply for departmental and municipal Union vacant positions.

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

3.5.1.1 Major factors in determining promotions are:

- A. Establishing that employees meet the minimum qualification of recruitment announcements;
- B. Results of competitive examinations when applicable;
- C. Education, experience and training;
- D. Length of service;
- E. Acceptable driving history as defined in Appendix B.

3.5.2 **Transfer.** An employee may be transferred subject to the concurrence of the employee and the agency heads and approval of the Director. An employee desiring a transfer shall send a written request to the Director through the employee's immediate management supervisor.

Upon approval of the Director, and before completion of any transfer, the employee shall be notified in writing of any changes in status including pay step, anniversary date, length of service date and requirement for serving a probationary period.

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

3.6 Layoff and Recall

When it is necessary for the Municipality to eliminate positions in the workforce the following procedures are set forth.

3.6.1 Layoff Procedure.

3.6.1.1 Placement: The Director shall offer an employee subject to layoff a vacant position covered under this Agreement, at the same pay range within the agency, which may be available as determined by management. The employee must meet the minimum qualifications, as established in the class specifications and position descriptions, for that position, as determined by the Director. The employee subject to layoff may accept the placement or shall be afforded the layoff rights in this section.

3.6.1.2 Layoff notices and layoff options will be given to the employee(s) subject to layoff at least fourteen (14) calendar days prior to their layoff date. Employees will have three (3) business days to make an election from their layoff options form and return the form to the Director.

3.6.1.3 An employee subject to layoff shall have the right to displace an employee only in accordance with the following conditions:

3.6.1.3.1 The employee subject to layoff may only displace an employee covered under this Agreement;

3.6.1.3.2 Such displacement may occur only in the same agency as the position subject to layoff;

3.6.1.3.3 The employee subject to layoff must have more municipal seniority than the employee to be displaced and the

employee displaced must be the least senior employee in his/her classification;

3.6.1.3.4 The employee subject to layoff must meet the minimum qualifications as established in the class specifications and position descriptions for the position occupied by the employee to be displaced, as determined by the Director;

3.6.1.3.5 The displaced employee must hold a position in the same classification within the agency as the employee subject to layoff;

3.6.1.3.6 If there is no position in the same classification within the agency, the employee subject to layoff may displace an employee in a lower classification in the same agency if the employee meets the minimum qualifications as established in the class specifications and position descriptions of that position, as determined by the Director.

3.6.1.4 The Director shall offer an employee subject to layoff a vacant position covered under this Agreement at the same or lower pay range within the same agency or any other agency which may be available as determined by management, if the employee meets the minimum qualifications for that position as determined by the Director.

3.6.1.5 Acceptance of any position in lieu of layoff satisfies the employee's layoff/recall rights.

3.6.2 **Recall.** In the case of recall from layoff, recall will be in reverse order of layoff within each department and classification. The Union will be advised of the recall. A layoff of more than one year shall constitute a break in service for the purpose of a person's entitlement to reemployment rights. Acceptance of an appointment, to a position subject to this chapter constitutes satisfaction of an employee's reemployment rights.

3.7 Work by Non-Employees.

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

3.8 Resignation.

An employee who desires to terminate shall give at least two (2) weeks notice, in writing, to his/her immediate management supervisor. Notice of resignation shall become part of the employee's personnel record. The required period of notice may be reduced or waived by the Employer upon recommendation of the Department Director.

Upon approval of the Department Director, an employee may withdraw his/her resignation at any time prior to the effective date of the resignation. Failure to give adequate notice will be noted on the employee's separation documents and may render the employee ineligible for rehire by the Municipality. The effective date of termination shall be the last day worked or date noticed for those employees who do not return from leave without pay.

ARTICLE 4

HOLIDAYS AND LEAVE

4.1 Recognized Holidays

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

4.1.1 **Personal Holiday.** Regular employees working a five (5) day eight (8) hour shift or 9/80's shall accrue an eight (8) hour personal holiday. Regular employees working a four (4) day ten (10) hour shift shall accrue a ten (10) hour personal holiday. Regular part time employees shall accrue a pro-rated personal holiday based upon the straight time hours which they are normally scheduled to work.

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

4.2 Holiday During Annual or Sick Leave

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

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 recognized as the holiday. For these

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

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

4.2.2 Forfeiture of Holiday Pay. Employees shall forfeit their right to payment for any holiday if they are not in a paid status for their entire shift on the last regular work day preceding such holiday or on the next regular work day following such holiday.

4.2.3 Holiday Hours Calculation for Part-Time Employees. Holiday hours for regular part-time employees are prorated based on the percentage of the position's full time equivalency.

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, educational, family or medical needs.

4.3.1 Accrual of Annual Leave

4.3.1.1 Annual Leave Accrual Rate

4.3.1.1.1 Full-time regular 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

4.3.1.1.2 Full-time regular employees hired after July 1, 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

4.3.1.1.3 The above accrual rates are pro-rated based on actual hours paid in each pay period, excluding overtime.

4.3.1.1.4 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.

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

4.3.1.3 Annual Leave Accrual Limits. Accrued and unused cashable leave may be carried over from one year to the next for the purpose of accumulating an Cashable Annual Leave Account, or reserve; however, as of the last pay period of any year an employee may not have more than four hundred eighty (480) hours annual cashable leave to his/her credit.

4.3.1.4 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 cashable annual leave to sick leave as of the last pay period of the year.

4.3.2 Regular use of Annual Leave

4.3.2.1 An employee shall be allowed to use any amount of accrued leave at the time he/she desires that will not be detrimental to agency operations, as determined by the Agency Head. Agency Heads shall establish a vacation leave schedule no later than January and shall give consideration to total municipal service in determining such schedules within each work unit.

4.3.2.2 Every calendar year full-time employees must take at least eighty (80) hours of annual leave by the last pay period of the year. This limitation shall not apply to new employees until the second (2nd) last pay period of the year following the date of hire. Employees who fail to take the full eighty (80) hours of annual leave shall have the

balance of the eighty (80) not taken moved from their cashable annual leave account to their non-cashable annual leave account, not to exceed forty (40) hours per year. 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 his/her leave at a time that most nearly meets his/her desires.

4.3.2.3 Whenever, in the opinion of the Mayor, it is not feasible or in the best interest of the service to grant earned leave to an employee, the Mayor may authorize exceptions to accumulation rules or cash in lieu of leave not to exceed eighty (80) hours in any calendar year providing the employee shall retain at least eighty (80) hours of leave in his/her account.

4.3.2.4 Part time employees leave usage requirement will be pro-rated based on the percentage of the position's full time equivalency.

4.3.2.5 Cash-In. Subject to the availability of cash and normal budgetary limitations, cash in lieu of accrued cashable annual leave may be obtained twice each calendar year by submitting a request in writing to the employees' Agency Head provided the employee retains at least eighty (80) hours of annual leave in his/her annual leave account following cash payment.

4.3.2.6 Donation of Leave. An employee may donate cashable annual leave to a fellow employee who is qualified under the employer's then-current leave donation policy.

4.3.2.7 Annual Leave Scheduling. An employee must notify his/her supervisor 24 hours in advance when not more than sixteen (16) hours paid annual leave is desired. When longer periods of paid annual leave are desired, at least two weeks advance notice must be given. Paid annual leave requested will be granted if, in the opinion of the supervisor, the employee can be spared from the section at the time requested. Otherwise, such requests shall be granted as soon as the employee can be spared from his/her duties.

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

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

4.3.3.1 Cash-In. All hours of cashable annual leave in excess of 480, unless committed, or converted to cashable sick leave under subsection 4.3.3.2 below, shall be paid in cash to the employee on the first full pay period in January.

4.3.3.2 Sick Leave Conversion. Upon the written request of the employee prior to the last full pay period of the year, up to eighty (80)

hours of excess cashable annual leave may be committed each year into a separate cashable Sick Leave Account which shall have a cash-in value upon separation.

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

4.3.3.4 Annual Leave at Termination. Upon termination for any reason employees shall be entitled to payment for unused cashable annual leave and cashable sick leave balances. Such payment shall be made at the rate of 100% of the then current value of the employee's leave balance based upon his/her factored hourly rate at time of termination. Non-cashable annual leave shall be forfeited upon termination.

4.4 Non-Cashable Sick Leave Account

Employees' Non-Cashable Sick Leave balances will remain in the employees' Non-Cashable Sick Leave Accounts. Employees with Non-Cashable Sick Leave may continue to use hours in their non-cashable sick leave account as follows:

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

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

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

4.5 Cash Value of Accrued Leave

4.5.1 Annual leave has no cash value, except as provided in 4.3.3 while an employee remains actively employed.

4.5.2 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.

4.5.3 Cashable sick leave available under 4.3.3.2 shall be paid to employees based on the factored rate of pay at time of cash in or usage.

4.5.4 Non cashable annual leave cannot be converted to cash nor can it be used for leave donation purposes.

4.6 Bereavement Leave

A regular employee shall be granted three (3) days of paid leave for bereavement of an immediate family member while in Alaska, or four (4) days if travel out of state is required, for a deceased member of the immediate family.

4.6.1 **Emergency Leave.** In case of death in the immediate family, if operational needs permit, Emergency Leave of Absence Without Pay may be granted for a period of up to thirty (30) calendar days upon notification and request made to the Employer. This is in addition to rather than in lieu of the Bereavement Leave provide for in Article 4.6 above.

4.7 Blood Donation Leave

When advised that the Blood Bank is requesting donors with a specific blood type or a declared emergency exists, a supervisor may authorize the use of blood donation leave. In these situations, at the discretion of the supervisor, an employee may be granted up to four (4) hours of blood donation leave, per calendar quarter, for the purpose of donating blood. When the Blood Bank or any other authorized agency conducts a blood drive at a Municipal work site or if an employee opts to donate blood at the Blood Bank or any other authorized agency, employees, at the discretion of the supervisor, may granted up to two (2) hours of blood donation leave for the purpose of donating blood every sixty days.

A Municipal employee granted permission to donate blood during his/her normal duty time shall use the leave time to travel to the donation site, make the donation, and return to the work site. Employees must obtain a written statement from the Blood Bank or other medical facility which shows the date and time of the donation and that the employee responded to an emergency or at the Blood Bank's request. The written statement must be submitted to his/her supervisor for review and approval.

Blood donation leave will only be authorized for time required to donate blood during normal duty hours. It does not include lunch breaks and does not qualify toward eligibility for overtime or premium rate payments. Blood donation leave shall not be charged to the employee's annual or sick leave account.

4.8 Court Leave

4.8.1 Employees summoned for jury duty shall be treated as being on approved leave without loss of longevity, leave or pay. Service in court when subpoenaed as a witness for the Municipality in a matter relating to their position with the Municipality shall be treated the same as jury duty.

4.8.2 Employees on approved court leave shall be compensated at their factored rate of pay, except that court fees paid to the employees shall be deducted from their wages.

4.8.3 **Work Schedules**

4.8.3.1 Employees required to report for jury duty on a regularly-scheduled work day shall be temporarily reassigned to a work shift beginning at 8:00 a.m. for the day(s) such jury duty is scheduled.

4.8.3.2 When excused or released from court leave or as a witness for the day the employee shall return to work immediately, allowing for delay for reasonable travel time to the workplace.

4.8.4 **Documentation Required**

4.8.4.1 Employees requiring court leave shall provide their management supervisor with a copy of their jury summons or subpoena as a witness upon receipt.

4.8.4.1.1 Employees who fail to provide a timely copy of their jury summons or subpoena may be deemed ineligible for court leave. An employee may elect to take leave without pay or annual leave for this time.

4.8.4.2 Employees shall provide their management supervisor with a copy of their certification of attendance, a letter from the court system, or certification of service as a witness eligible for court leave showing the days and times served.

4.8.4.2.1 Failure to provide this documentation within 3 business days upon completion of court leave will result in conversion of the employee's court leave to annual leave or leave without pay.

4.8.4.3 Employees shall provide documentation of fees paid to them for jury service or service as a witness eligible for court leave to their payroll specialist.

4.9 **Military Training Leave**

Any regular employee who is a member of a branch or component of the U.S. Armed Forces, and who has received duly authorized orders to attend military-paid duty, shall be allowed up to fifteen (15) calendar days leave per calendar year for such purpose. During such leave, employees shall be paid the difference between their factored rate of pay, and their military pay. Such military training leaves shall not be deducted from accrued annual leave. Employees ordered to attend additional periods of military duty may take annual leave or leave without pay for such duty.

4.10 Occupational Injury/Illness Leave

Any regular employee who experiences an injury/illness in the course of performing work duties, and who receives Workers' Compensation benefits due to that injury/illness, shall be eligible for injury/illness leave as provided in this Article. If an employee fails to return to work within one (1) year after the date of the original injury, the Director, or designee, may terminate the employee's employment. An employee may be required to work and perform alternate duties for which he/she is qualified and capable as determined by the department head after consultation with the attending physician. If an employee performs a temporary light duty assignment, he/she shall be compensated at his/her factored rate of pay for the duties performed. Light duty assignments will not exceed five hundred twenty (520) hours (either in a block period of time or intermittently).

4.10.1 When a compensable industrial accident occurs, the Employer will, continue the Employer's obligations for health insurance for a period not to exceed twelve (12) months from the date of injury so long as the employee is receiving Workers' Compensation time loss benefits.

4.10.2 If an employee provides documentation from a medical provider who has determined an employee is unable to return to work due to a work related injury/illness, the employee will be placed on leave. If the employee is scheduled to work, the employee may elect to use paid leave to satisfy the requirements of the Workers' Compensation waiting period, not to exceed three (3) days. If the employees' disability extends beyond 28 calendar days, the employee shall be compensated for the first three (3) work days of time loss by the Worker's Compensation Third Party Administrator in accordance with the Alaska Workers' Compensation Act. The employee will receive any eligible time loss benefits (wage replacement) from the Workers' Compensation Third Party Administrator. The MOA will not replace leave used for this purpose.

4.10.3 Employees released to temporary light duty are encouraged to schedule injury/illness related medical appointments during off duty hours. If the employee is unable to schedule the injury/illness related medical appointments during off-duty hours, the employee shall be released from work and allowed reasonable travel time to and from the appointment, up to a maximum of four (4) hours per week, including travel time. In this situation, the employee shall not be charged leave. The employee shall return to work for the remainder of the shift following the medical appointment unless approval not to return to work is obtained from the employee's supervisor. The employee is required to provide the supervisor with documentation that the medical appointment was attended and was due to the occupational injury/illness. If documentation is not provided, the employee will be required to utilize paid or unpaid leave. This subsection is only applicable for one year following the date of the original injury/illness.

4.10.4 Employees released to full duty are encouraged to schedule injury/illness related medical appointments during off duty hours. If the employee is unable to schedule the injury/illness related medical appointments during off-

duty hours, the employee shall be released from work and allowed reasonable travel time to and from the appointment, up to a maximum of two (2) hours total, including travel time, within the first thirty (30) calendar days after released to full duty. In this situation, the employee shall not be charged leave. The employee shall return to work for the remainder of the shift following the medical appointment unless approval not to return to work is obtained from the employee's supervisor. The employee is required to provide the supervisor with documentation that the medical appointment was attended and was due to the occupational injury/illness. If documentation is not provided, the employee will be required to utilize paid or unpaid leave. This subsection is only applicable for one year following the date of the original injury/illness.

4.10.5 The Municipality's responsibilities under this Article shall terminate upon the occurrence of any of the following:

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

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

4.10.5.3 At the end of one (1) year following the date of the original injury/illness; however, the time the employee spends performing alternate duties shall not be included in calculating the one (1) year period; or

4.10.5.4 Cancellation of the employee's Workers Compensation benefits payments.

4.10.6 An employee who sustains an occupational injury/illness shall satisfy the following conditions:

4.10.6.1 The employee shall make a complete report of the injury to the Alaska Department of Labor through his/her agency head, including all forms and documentation;

4.10.6.2 The employee shall cooperate with the Director, or designee, to prepare and submit all forms and information related to the employee that the Director may request; and

4.10.6.3 The employee shall cooperate fully with the Municipality's Workers' Compensation Third Party Administrator.

4.10.6.4 The employee is required to provide the management supervisor with medical certifications and updates no later than one

business day following each doctor's appointment. The employer may require the employee to provide updated medical certification from their health care provider.

4.10.7 An employee who has been medically declared to be permanently unable to return to their regular job, or who has not returned to their job in a full duty capacity for one (1) year following the date of original injury/illness, may be medically separated from MOA employment. An employee who has been previously released to full, unrestricted duty, and who is not working one (1) year from the date of the original injury/illness based on the same Workers' Compensation injury/illness, will be evaluated on a case-by-case basis and may be medically separated from MOA employment. Efforts will be made by the MOA to assist the employee with eligibility benefits and to offer other MOA employment in vacant MOA positions for which the employee is qualified.

4.11 Leave Without Pay

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

4.12 Medical Leave Without Pay

4.12.1 **Requirements:** The Director, or designee, may grant medical leave without pay to employees who request such leave when:

4.12.1.1 The employee has a documented medical reason which outlines the specific nature of the disability, giving the date the disability began and estimating the date when the employee will be able to return to employment; and

4.12.1.2 The agency head certifies that the agency is able to perform adequately if the leave is granted; and

4.12.1.3 The employee has exhausted all of his/her annual leave; and

4.12.1.3.1 An employee may elect, in writing, to bank forty (40) hours of annual leave. Employees who elect to bank forty (40) hours of annual leave may not access the leave until they return to duty or separate from the Municipality.

4.12.1.4 The initial leave is granted for no more than three (3) months, with the possibility of one (1) extension for an additional three (3) months upon the same conditions.

For the first three (3) months of medical leave without pay, the employee shall receive medical and life insurance coverage, as determined by the Director, or designee. Thereafter, the employee shall be entitled to receive such benefits only if he/she pays for them in the manner prescribed by the Director. When taken for reasons that qualify for FMLA and/or AFLA, the medical and life insurance coverage will run concurrently with the family leave.

4.12.1.5 The employee schedules the leave in advance, when possible.

4.12.2 Replacement Of Employee On Medical Leave Without Pay: Employees on approved medical leave without pay may be replaced by temporary, full-time or part-time employees, depending upon the needs of the agency and the anticipated duration of the leave without pay. If it has been necessary to appoint a regular employee to replace the employee on medical leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the Municipality in a comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Article 3.6, Layoff And Recall From Layoff.

4.13 Educational Leave Without Pay

4.13.1 The Director, or designee, may authorize educational leave without pay to allow the employee to complete formal undergraduate or advanced degree requirements, if:

4.13.1.1 Such education will be of benefit to the Municipality;

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

4.13.1.3 The employee has exhausted all of his/her annual leave;

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

4.13.1.5 No educational assistance shall be provided to an employee on educational leave without pay.

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

4.13.3 **Benefit Entitlement:** An employee on educational leave without pay may pay for health and insurance coverage, as determined by the Director, or designee.

4.13.4 Replacement Of Employee On Educational Leave Without Pay: Employees on approved educational leave without pay may be replaced by temporary or full-part-time employees, depending on the need of the agency and the duration of the educational leave without pay. Employees shall resume their positions upon completion of educational leave without pay. If it has been necessary to appoint a regular employee to replace the employee on educational leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the Municipality in a comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Article 3.6, Layoff And Recall From Layoff.

4.14 Personal Leave Without Pay

4.14.1 Requirements: The Director of Employee Relations, or designee, may grant personal leave without pay to employees who request such leave when:

4.14.1.1 The employee has stated a legitimate personal reason on his/her leave request application; and

4.14.1.2 The agency certifies that the agency is able to perform adequately if the leave is granted;

4.14.1.3 The employee has exhausted his/her annual leave.

4.14.1.4 The initial leave is granted for no more than three (3) months, with the possibility of one (1) extension for an additional three (3) months upon the same conditions; and

4.14.1.5 The employee shall be entitled to receive medical and life insurance benefits only if he/she pays for them in the manner prescribed by the Director, or designee.

4.14.2 Replacement Of Employee On Personal Leave Without Pay. Employees on approved personal leave without pay may be replaced by temporary or full-time or part-time employees, depending on the needs of the agency and the duration of the personal leave without pay. If it has been necessary to appoint a regular employee to replace the employee on personal leave without pay, the agency concerned shall appoint returning employees to a comparable position within the agency, or arrange for appointment in another agency of the Municipality in a comparable position, if available, and if not, the employee shall be treated as having been laid off and shall be eligible for re-employment in accordance with the provisions of Article 3.6, Layoff And Recall From Layoff.

4.15 Programmed Leave Without Pay

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

4.15.2 **Duration.** No more than sixty (60) days of programmed leave without pay shall be available pursuant to any one suspension of work by an agency head.

4.15.3 **Benefits.** An employee on programmed leave without pay shall continue to receive life and health insurance coverage, as determined by the Director, or designee, but annual leave shall not accrue during that time.

4.15.4 No employee on programmed leave without pay shall be replaced at any time by reason of such leave, nor shall the work of their position be assigned to another employee.

4.16 Family Leave

Family leave shall be granted in accordance with the requirements of the Family and Medical Leave Act, 29 U.S.C. Section 2600, et seq., and the Alaska Family Leave Act, AS 39.20.500 et seq., except to the extent that other provisions in this agreement provide a family leave benefit more generous to employees than the FMLA and/or the AFLA.

4.17 Unauthorized Absences

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

4.17.2 The Employer 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.

4.17.3 **Employer Notice.** It shall be the responsibility of each employee to notify as early as possible his/her management supervisor of any immediate circumstances or events that may result in the employee not reporting for his/her scheduled tour of duty.

ARTICLE 5

COMPENSATION

5.1 Wage Rates

Wages paid to employees shall be as specified in Article 10 of this Agreement. All employees will be compensated under a pay range and step system.

The wage schedule specified in Article 10.2 of this Agreement shall be adjusted as follows:

5.1.1 The hourly wage rates for 2009 and 2010 are contained in Article 10.2.

5.1.2 Effective the first full pay period of 2011, the hourly wage rates in Article 10.2 shall be increased by two percent (2%). Additionally the hourly wage rates in Article 10.2 for Grades 17-19 shall reflect a market based adjustment of four percent (4%).

5.1.3 Effective the first full pay period of 2012, the hourly wage rates in Article 10.3 shall be increased by two percent (2%). Additionally the hourly wage rates in Article 10.3 for Grades 17-19 shall reflect a market based adjustment of two and one-half percent (2.5%).

5.1.4 Effective the first full pay period of 2013, the hourly wage rates in Article 10.4 shall be increased by two percent (2%). Additionally the hourly wage rates in Article 10.4 for Grades 17-19 shall reflect a market based adjustment of two percent (2%).

5.2 Starting Rate On Initial Employment

5.2.1 Original appointment to any position shall be made at the entrance rate, and advancement from the entrance rate to the maximum rate within a pay range shall be by successive steps. Upon recommendation of the Agency Head, the Director may approve initial compensation at a rate higher than the minimum rate in the range for the classification when the needs of the agency 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 classification, or if a critical shortage of applicants exists. Such approval shall be documented in writing prior to appointment.

5.2.2 Upon satisfactory completion of the probationary period after initial appointment or promotion, the employee's entrance pay shall be advanced one (1) increment to the next highest step in the pay range for the classification to which the position is allocated. The probationary period may be extended in

accordance with this Agreement and probationary increases withheld until successful completion of probation.

5.2.3 Advancement from step to step within a pay range shall occur only on the anniversary date of the employee's employment in that classification or pay range. In the event of an upward reclassification or range change, the merit anniversary date shall remain unchanged.

5.3 Overtime Pay

Overtime shall be compensated for at one and one-half (1½) times the factored rate of pay. Regular employees shall receive preference on all overtime work.

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 employees shift will not be established or changed solely to cause the majority of his/her hours to be paid at the lower shift differential rate. The shift differential for swing shift is 3% of an employee's factored rate of pay. The shift differential for the night shift is 6% of an employee's factored rate of pay.

5.5 Holiday Pay

Employees shall be paid at their factored rate of pay as holiday pay for each recognized holiday. When an employee is required to work on a paid holiday listed in Article 4.1 hereof, subject to the conditions stated therein, he/she will be paid the appropriate straight time rate for the holiday. In addition, all hours worked on a holiday shall be compensated at the employee's factored rate for each recognized holiday.

Employees will be entitled to holiday pay equal to his/her regular scheduled hours for that day i.e. if a full time employee on a eight (8), ten (10) or twelve (12) hour schedule does not work a holiday, that employee will be entitled to eight (8), ten (10) or twelve (12) hours of holiday pay.

5.6 Longevity Pay

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

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

5.6.2 **Length of Service Date Computation.** Length of Service date is the date of original appointment to Municipal service advanced by the number of calendar days that total leave without pay or injury leave exceeds thirty (30) during each calendar year and, for employees on the payroll as of January 1, 1981 only, by the number of years, months, and calendar days not worked

between a separation and a reinstatement or re-employment. Length of service date computation will not be bridged for leave accrual or longevity pay. Time served in temporary or seasonal appointment shall be included only for employees who move directly from such temporary or seasonal appointment to a regular position with no break in service.

5.6.3 Length of Service Date Determines:

- A. When the annual leave accrual rate changes; and
- B. When an employee is entitled to longevity pay; and
- C. When an employee is entitled to a Service Award

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

- 117.5% of base pay after 25 years of total service
- 120% of base pay after 30 years of total service

5.6.5 Longevity Continuation. Notwithstanding the above, longevity pay shall not be paid to any employees hired, rehired, or re-employed after January 1, 1981. Employees on the payroll as of December 31, 1980, shall continue to be eligible to receive unless they resign, are laid off for longer than one (1) year without re-employment, or are discharged for cause. After January 1, 1981 length of service date computation will not be bridged for longevity pay.

5.7 Service Recognition Pay

Regular employees hired after January 1, 1981 and before January 1, 2010 or Assembly approval of this agreement, whichever is later, shall be eligible to receive SRP and shall continue to be eligible unless they resign, are laid off for longer than one (1) year without re-employment, or are discharged for cause. Employees hired after January 1, 2010 or Assembly approval of this Agreement, whichever is later, will not be eligible for SRP.

Service Recognition pay shall be implemented as follows:

- 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.

Effective the first full pay period after January 1, 2010 or the first full pay period after Assembly approval of this agreement, whichever is later, all eligible employees who are not currently receiving the maximum amount of SRP shall be advanced one step in SRP, regardless of years of service. Thereafter the SRP program will cease to exist.

Employees will continue to receive the level of SRP after the one step advancement, but will not continue to advance steps, as follows:

Employees currently not receiving SRP will receive and be frozen at 103.5%
Employees currently receiving 103.5% will receive and be frozen at 107.0%
Employees currently receiving 107.0% will receive 110.5%
Employees currently receiving 110.5% will continue to receive 110.5%

5.8 On-Call Pay

If an employee is placed in on-call status, such employee will be compensated for one (1) hour per day and two (2) hours per weekend day or holiday at his/her straight-time factored rate of pay. The Department Director shall determine the qualifications for on-call employees. Employees serving on-call duty shall carry a cell phone, radio or beeper, as required by the Agency Head or designee, at all times so that contact can be made by emergency reporting personnel.

5.8.1 On-Call Time. No employee shall be in on-call status unless scheduled for such by the MOA. Time spent in on-call status does not count as hours worked for the purposes of computing entitlement to overtime pay. On-call assignments will be made on a rotation basis from a list established by the MOA.

5.9 Work Outside of Shift

Work outside of the regular shift is defined as either call-in, call-out or holdover as follows:

5.9.1 Call-In Pay.

5.9.1.1 Employee's who are called-in shall be compensated at the overtime rate of pay for all hours worked prior to the start of their regularly scheduled shift.

5.9.1.2 If a call-in is cancelled before the end of the employee's regularly scheduled shift immediately preceding the shift subject to the call-in, the employer shall have no liability to the employee.

5.9.1.3 If a call-in is cancelled after the end of the employee's regularly-scheduled shift immediately preceding the shift subject to the call-in, the employee shall be compensated for two (2) hours at the employee's factored rate of pay. The two (2) hours does not count as hours worked for the purpose of determining overtime eligibility within the workweek.

5.9.2 Call-Out Pay. An employee who is required to return to work outside his/her regular hours of duty will be paid a minimum of two (2) hours at the applicable overtime rate, or holiday rate, whichever is appropriate.

5.9.3 **Holdover Pay.** An employee who is held over shall be paid for all time worked at the appropriate overtime rate.

5.10 Standby Pay

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

5.11 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.

5.12 Meal Allowance

Employees shall be given a meal break when required to work more than four (4) hours beyond their scheduled shift and will receive a meal allowance. The parties recognize the meal allowance to be \$10.00.

5.13 Deductions From Pay

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

5.14 Work In Different Classification

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

5.14.1 When an employee is temporarily assigned to work two or more consecutive hours in a higher classification, within the bargaining unit, the employee will be compensated for all hours worked in the higher classification at step 1 in the higher classification or five (5%) percent above his/her current rate of pay whichever is greater.

5.14.2 When an employee is temporarily assigned to work in a lower classification, the employee will be compensated for all hours worked in the lower classification at his/her regular applicable factored rate of pay.

5.14.3 The MOA shall designate an employee to perform the duties of leadman on a shift or job with regularly assigned foreman or leadman when foreman or leadman is absent for two (2) or more consecutive hours. The employee shall be compensated for all hours worked in the higher classification at step 1 of the applicable foreman or leadman rate of pay or five (5%) percent above his/her current factored rate of pay, whichever is higher, for performing the duties of leadman or foreman. Comfort and lunch breaks, and activities

incidental to the duties of a foreman or leadman normally occurring during the day are not to be construed as absences.

5.14.4 When an employee is assigned to work in a higher non-represented classification, the employee shall be compensated for all hours worked in the higher non-represented classification at five (5%) percent above the employees' current factored rate of pay. Regular employees temporarily assigned to management positions shall not exceed (6) months in such temporary assignments without the consent of the Union.

5.14.5 Temporary jobs or reassignments extending beyond 30 calendar days shall be compensated as follows:

5.14.5.1 Overtime shall be compensated at the temporary factored rate.

5.14.5.2 Any leave accrued which is used and/or cashed in during this temporary assignment shall be at the employee's regular factored rate of pay.

5.15 Pay Day and Pay Time

All employees covered by this Agreement will be paid every other week. The Municipality shall distribute paychecks by noon on each payday. If payday is a recognized holiday, then payday shall be the last working day prior to the recognized holiday. The Municipality shall provide for automatic payroll deposit which employees may elect to use.

5.16 Emergency Check

If the paycheck is not available on pay day, the employee shall be issued an emergency check by Payroll no later than one (1) business day of the date of notice to the Municipality.

5.17 Errors in Pay

If an employee discovers and reports to the supervisor that the Municipality has made a mistake in pay, which is at variance with the timecard submitted and represents ten percent (10%) or more of gross pay the Municipality shall correct the shortage within three (3) business days of confirmation of the shortage. If the discrepancy is less than ten percent (10%) of gross pay the shortage shall be corrected and paid on the next regular pay day. In the event the Municipality fails to correct a confirmed error in pay in accordance with this Article, the employee shall be compensated at the rate of twenty-five dollars (\$25) for each business day beyond the stated time limits until the error is corrected.

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

5.18 Mid-Term Classifications

The parties recognize that a new job classification may be created or an existing job classification changed during the life of this Agreement. Wages, hours and working conditions shall be negotiated and agreed upon, and if not agreed upon, resolved pursuant to the arbitration procedure.

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

ARTICLE 6

BENEFITS

6.1 Health Program

6.1.1 Eligibility. Regular full-time and part-time employees scheduled to work at least twenty (20) hours per week are eligible to participate in health, life and disability insurance program subject to the provisions of the Plan. Part-time employees must be scheduled to work a minimum of twenty (20) hours each week to participate in the Plan.

6.1.2 Health Insurance Plan. The MOA will provide a Flexible Benefit Plan of medical, dental, audio and vision coverage, life insurance, long and short-term disability, with a variety of options which the employee may choose the level of coverage for the employee, spouse and eligible dependents. In the final quarter of each calendar year, the Municipality shall hold a thirty (30) day enrollment period for employees to select coverage in the Flexible Benefit Plan. The options selected by the employee shall become effective January 1 of the next year.

6.1.3 Section 125 Plan. The MOA's Flexible Benefit Plan is a benefit program under Section 125 of the Internal Revenue Code and offers employees a choice between permissible taxable benefits.

6.1.4 Municipal and Employee Contributions. Effective the first full pay period on or after Assembly approval, the MOA's contribution shall be \$1,324.00 per month. Each eligible employee shall pay, by payroll deduction, any difference between the Municipality's contribution and the total premium required to provide the benefit options selected by the employee for the employee and qualified dependents. Subject to the satisfaction of applicable law and regulations, such employee contributions will be on a pre-tax basis.

6.1.4.1 Effective the first full pay period on or after January 1, 2010 and each year thereafter, the Municipality and the employee, shall split the cost increase over the 2009 base plan (250 Plan Low Dental) contribution by 60% (Employer)/40% (Employee).

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

Employer-paid basic life insurance coverage, shall include AD&D, in the amount of \$15,000, and will be provided for each eligible employee. Each employee can purchase additional life and AD&D insurance coverage at the monthly premium rate set by the insurance carrier. The premium for any supplemental life insurance coverage shall be paid by the employee through payroll deduction.

6.2.1 Dependent Life Insurance. Employees may elect to receive dependent life insurance coverage at the employee's own expense. The premium shall be paid by the employee through payroll deduction.

6.2.2 **Long-Term Disability.** Employer-paid long-term disability coverage in the amount of sixty percent (60%) of the employee's annual salary up to a maximum of five thousand dollars (\$5,000.00) per month will be provided to each eligible employee who works a minimum of twenty (20) hours per week.

6.2.3 **Short-Term Disability.** Short-term disability coverage is available to employees under the Flexible Benefit Plan. Employees may elect the level of short-term disability coverage, and the premium shall be paid by the employee through payroll deduction.

6.2.4 **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.

6.3 Savings Plan.

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

6.4 Retirement.

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

ARTICLE 7

DISCIPLINE AND RESOLUTION OF DISPUTES

7.1 Discipline

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

7.1.2 **Termination of Employment.** The Employer retains the right to discipline an employee for just cause but agrees that in the case of discharge the designated Union representative shall be notified of the reason of such contemplated discharge prior to any action taken against the employee unless constraints preclude such notice. If the Union fails to grieve a discharge within ten (10) working days of the action, the right to grieve or arbitrate the action is forfeited.

7.2 Grievance Defined

7.2.1 **Complaints or Discussions.** While not considered a "grievance" as defined hereafter, employees and/or the Union Steward are encouraged to engage in informal discussions with Management to attempt to settle or prevent problems prior to the formal "grievance" in writing being filed.

7.2.1.1 The Employer will at all times keep the Union informed in writing of the names of the Employer's representatives in each shop, plant, or other work location, with whom grievances shall be processed under the grievance procedure hereinafter described. The Union will at all times keep the Employer informed in writing of the name of the Union representative with whom Employer grievances shall be processed under the grievance procedure hereinafter described.

7.2.2 **Grievance.** A grievance is hereby defined as a claimed violation, misinterpretation, inequitable application, or noncompliance with the provisions of this contract or of any supplemental agreement. A grievance may be filed against the Employer by the Union or by an employee through his/her Union representative or against the Union by a non-bargaining unit manager.

In order to deter undue delay in the processing of grievances, from the time the Employer is first notified of an alleged violation (grievance), until the issue is resolved, including the decision of the arbitrator, the subject of the controversy shall remain status quo as prior to the alleged violation and prior to the filing of the grievance.

The grievance shall be in writing and shall include the following:

7.2.2.1 The nature of the grievance, the circumstances out of which it arose, and the date of occurrence.

7.2.2.2 The remedy or correction which is requested.

7.2.2.3 The section or sections of the Agreement relied upon or alleged to have been violated.

7.2.2.4 The signature of the grievant and the Shop Steward or the grieving non-bargaining unit manager.

7.2.2.5 The date the grievance is submitted.

7.3 Grievance Procedure

All employee grievances shall be presented as soon as practicable after the occurrence upon which the grievance is based, but in no event later than ten (10) business days if the grievance is a termination grievance, or fifteen (15) business days if the grievance arises from other causes. Failure to submit a grievance within such periods shall constitute a bar to further action thereon. The Municipality or the Union may file a grievance on its own behalf. Municipality and Union grievances shall be filed, in writing, directly at Step Two. The parties may mutually agree in writing to modify the time limits in any step of the grievance procedure.

7.3.1 **Step One.** Within five (5) business days after written presentation of an alleged grievance, the affected employee or employees and Shop Steward shall discuss the written grievance with the designated Management Representative(s) for the work function to which the employee or employees are assigned, in an effort to resolve the dispute or difference. Within five (5) business days of completion of the discussion, the Employer will reply in writing to the shop steward. If this reply is unsatisfactory, or the employer fails to respond within the time specified the alleged grievance may be moved to Step Two provided written notification of such move is made within five (5) business days following the receipt of the Management Step One response or the expiration of the time for such response.

7.3.2 **Step Two.** Within five (5) business days after receipt of the notice from Step One, the Union Business Representative and the MOA Employee Relations Director shall meet and discuss the alleged grievance. The party against whom the grievance is lodged shall respond in writing to the grieving party within five (5) business days of completion of their meeting. If this reply is unsatisfactory, or the party against whom the grievance is lodged fails to respond within the time specified the alleged grievance may be moved to Arbitration provided written notification of such move is made within ten (10) business days following the receipt of the Step Two response or the expiration of the time for such response.

7.3.3 **Arbitration.**

7.3.3.1 Either party may request arbitration for grievances which have not been resolved under the foregoing procedure by providing written notice to the other party within ten (10) business days from the date of the response or the time provided for that response in Step Two. The Municipality notice shall be to the Union Business Manager or designee and the Union's notice shall be to the Employee Relations Director. If the grievance is not appealed to arbitration, it shall be considered terminated.

7.3.3.2 Neither the Union nor the Employer shall refuse to process any grievance through the various steps provided for herein, to timely select an arbitrator when the Union has appealed a grievance to arbitration or to schedule or participate in the arbitration hearing.

7.3.3.3 If a request for arbitration is tendered, the Union and the Employer will meet within five (5) business days to agree on a mutually acceptable local arbitrator. If no agreement can be reached, the parties shall select an arbitrator by utilizing the striking method from a list of ten (10) arbitrators supplied by the American Arbitration Association for the purposes of that dispute. Arbitration shall commence as soon as practicable following the appointment of the arbitrator. The expenses of arbitration shall be borne equally by the Employer and the Union.

7.3.3.4 In the interest of time and monetary savings, when the arbitrability of a grievance is questioned, both parties agree that the same arbitrator shall be used to decide both arbitrability and the grievance issue itself. Prior to the first day of hearing, the arbitrator shall resolve any disputes concerning the conduct of separate hearings on arbitrability and the substance of the grievance.

7.3.3.5 Authority of the Arbitrator. The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration. The arbitrator shall have no authority to add to, alter, delete or modify the labor agreement or to issue any award on a matter not raised in the complaint filed by the Union. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE 8

WORK RULES

8.1 Safety Rules and Responsibilities

8.1.1 The MOA and the Union will cooperate in designing and carrying out a safety program affecting all employees.

8.1.2 The regulations concerning safety and equipment standards shall be governed by agency, local, state and federal government rules, which shall be followed by the MOA, the Union and all employees.

8.1.3 Employees shall be required to turn in equipment condition reports as prescribed by the appropriate department.

8.1.4 Employees shall immediately report all equipment which is unsafe 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.

8.1.5 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 or to obtain emergency medical treatment.

8.1.6 Employees must submit all work related accident and injury/illness reports before leaving the work place at the end of the work day on which the accident or injury/illness occurred, unless immediate medical care is needed. If immediate medical care is needed, the accident and injury/illness report must be submitted as soon as possible.

8.1.7 Employees must use any and all safety equipment paid for or furnished by the Employer. Failure of employees to use such safety equipment will subject the employee to appropriate administrative or disciplinary action.

8.1.8 The Employer shall furnish such safety equipment as is required for the safety of employees. Safety devices and first aid equipment as may be required for safety shall be provided and be available for all employees. The Employer shall furnish seat belts for all passenger cars, pick-up trucks, and buses and employees shall utilize seat belts at all times while operating any equipment with seat belts.

8.1.9 The Municipality shall establish regular safety meetings for each department on a monthly basis during working hours and all employees will be required to attend without loss of pay. The employer shall document these meetings and make these minutes available to the employees upon request.

8.2 Protection of Municipal Property

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

8.3 Hand Tools and Tool Allowance

Employees may be required to provide common tools of the trade in which they are employed. If an employee is required to provide the common tools of the trade, the employee will be paid a tool allowance in accordance with the following schedule:

Range 13 and below:	\$20.00 per month
Range 15:	\$30.00 per month
Range 16:	\$55.00 per month
Range 17 and above:	\$75.00 per month

Employees shall submit and maintain a current inventory of tools to the shop supervisor. The Municipality shall replace brand for brand all employee furnished tools including tool boxes in the event of loss from fire, theft, vandalism or natural disaster. In order to be eligible for tool replacement the employee must provide a complete inventory of all tools stored at the MOA worksite to the Agency Head or designee no later than ninety (90) days following implementation of this Agreement and or date of hire. Completing the inventory shall be at the employees own expense.

The employer shall replace the specialty or power tool if the repair cost, as determined by an authorized repair facility, exceeds seventy (70%) percent of the replacement value of the tool. The Department shall make available such specialized tools, including hand tools that may be required of an employee to perform an assigned task when such tool is determined by the MOA to be uniquely required.

8.4 Lockers

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

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

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

8.5.2 Each employee, required by the MOA based on the nature of his/her work to wear safety footwear, shall be reimbursed for the actual cost of safety footwear not to exceed the sum of one hundred (\$100.00) dollars through December 31, 2009. Employees who have received a boot allowance in 2009

are not eligible for an additional allowance in 2009. The employee shall be required to submit a receipt for the safety footwear.

8.5.2.1 Beginning January 1, 2010 each regular employee active as of January 1, required by the MOA based on the nature of his/her work to wear safety footwear, shall be provided a footwear allowance of one hundred twenty-five dollars (\$125) in the first full pay period following ratification of this agreement.

8.5.2.2 Beginning January 1, 2011, and each calendar year thereafter, each regular employee active as of January 1, required by the MOA based on the nature of his/her work to wear safety footwear, shall be provided a footwear allowance of one hundred fifty dollars (\$150) in the first full pay period of the each year.

8.5.2.3 Temporary, Seasonal or Regular employees hired after January 1 of each calendar year are eligible to receive a footwear reimbursement for the actual cost of the safety footwear not to exceed a sum of fifty dollar (\$50) in a 12 month period. The employee shall be required to submit a receipt for the safety footwear.

8.5.2.4 Personnel who require prescription safety eye glasses shall wear industrial prescription safety glasses (ANSI Standard Z87). The Employer shall reimburse the employee for actual cost of required prescription safety glasses, not to exceed the sum of one hundred fifty dollars (\$150.00) per calendar year. The employee shall be required to submit a receipt for the prescription safety glasses.

8.6 Access To MOA Property

Employees shall have access to non-public MOA property during normal operations or 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 Article 2 of this Agreement.

8.7 Revocation of License

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

8.8 Scheduling

The MOA shall schedule all work and all employees.

8.8.1 **Regular Schedule Assignments.** Although the Municipality has the right to assign and schedule all work, assignment of regular schedules shall be made in accordance with the bid process, except where the Municipality determines it is necessary to make a special assignment because of an employee's special qualifications.

Employees may bid for schedules once annually at a time selected by the Municipality. Employees may also bid for schedules as they become available. The Municipality shall post the staffing requirements and schedules at least seven (7) days prior to bidding. Position seniority will prevail in the assignment of schedules.

8.8.2 **Schedule Changes.** The Municipality has the right to change an employee's schedule no more than twice each calendar year without the employee's consent. Additional schedule changes shall require the employee's consent, other than in the case of an emergency. Any changes to the schedule shall be posted on the appropriate bulletin board(s) as far in advance as practicable. An employee will be notified of a schedule change no less than ten (10) business days in advance. The ten (10) day notice may be waived with mutual consent.

8.8.3 **Schedule Exchange.** With the concurrence of the management supervisor, two (2) employees may exchange schedules for a specific period of time. The Municipality may rescind the exchange prior to the ending of the specified period with seven (7) calendar days notice. Such an exchange will not be treated as a vacancy subject to posting requirements, nor will it be used to circumvent use of the established bidding process for a vacancy resulting from attrition. If either of the two (2) employees vacates their position the remaining employee will return to their previously bid schedule. Schedule exchanges that result from this section do not count towards the limitations in Article 8.8.2.

8.8.4 **Breaks.** Except in an emergency situation, all employees shall be allowed one (1) rest break not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift.

8.8.5 **Meal Periods.** All employees shall be granted an uninterrupted unpaid meal period of at least thirty (30) minutes in duration. The Employer will attempt to schedule the meal period at approximately the middle of each shift.

8.8.6 **Shift Change.** No employee will be required to lose any working time by reason of change in shifts or jobs, except in cases of personal convenience or preference.

8.8.7 Alternate Work Schedule. With the concurrence of the management supervisor and the Union, a regular employee who has successfully completed their probationary period may be permitted to work an alternative work schedule that will involve scheduling of irregular shifts. Such irregular shifts may include shifts of less than eight (8) hours on any given day or on various days of the week as mutually agreed to by the parties. The Municipality may rescind its concurrence with seven (7) calendar days notice.

8.9 Overtime

All time worked other than regular scheduled shift shall be paid for at the overtime rate. Regular employees shall receive preference on all overtime work.

8.10 Guaranteed Relief

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

8.10.1 An employee who has worked thirteen or more consecutive hours shall not be eligible to return for any work until the employee has had a minimum of eight consecutive hours off. The employee shall not report to work for a regularly scheduled shift before completing the eight (8) hour break. Upon return to the regular shift, the employee shall only work and be compensated for the remaining time worked in the regularly scheduled shift.

8.10.2 If an employee works less than thirteen (13) hours in a day, he or she may accept work that provides a minimum of seven (7) consecutive hours off.

8.10.3 No employee may waive the eight (8) hour relief on two (2) consecutive days.

8.10.4 If an employee volunteers to return to work as described in 8.10.2, he or she will be compensated at the appropriate rate of pay.

8.10.5 If, in the event of an emergency, an employee is forced to work with less than the eight-hour break, all hours that the employee is required to work without having had an eight (8) hour break shall be compensated at time and one-half (1½).

8.11 Overtime Scheduling

8.11.1 **Policy.** Overtime may be worked only when scheduled and directed by the MOA.

8.11.2 **Voluntary Overtime.** Where the requirement to work overtime can be reasonably anticipated and scheduled, such overtime shall initially be offered on a rotating basis to qualified employees by classification within each work unit. Notwithstanding the rotation requirements, an employee assigned to a particular project that requires overtime work, or given a task requiring a specialized skill

set that may require overtime work to complete, may be allowed to work the overtime if prior approval is granted by the MOA.

8.11.3 Involuntary Overtime. When overtime is not covered voluntarily, overtime shall be assigned first within the shift to qualified employees in inverse order of seniority by classification within each work unit. If there is no qualified employee within the shift, the overtime shall be assigned to qualified employees in inverse order of seniority by classification within each work unit.

8.12 Licensing and Certification

If any Municipal, State or Federal regulation requires the licensing or certification of any personnel to perform normal duties, affected personnel will have a reasonable amount of time to comply with this requirement.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Educational and Training Assistance

9.1.1 In the event an employee desires to take course work or technical training considered to be of benefit to the Municipality, consideration shall be given toward payment of up to 100% of the tuition expense. In order to receive tuition refund consideration, the employee needs to obtain the written concurrence of his/her Agency Head and the Director of Employee Relations that successful completion of the proposed training will be of mutual benefit to both the Municipality and the employee involved. The approval will include a stipulation that the employee will repay the cost of the training to the Municipality if he/she does not satisfactorily complete the training and shall not take advantage of any other publicly funded educational assistance programs during the course of study. This concurrence shall be obtained in each case before beginning the pertinent training. The employee also shall sign an agreement that the refund will be returned to the Municipality in the event of separation from Municipal employment within twelve (12) months from date of completion of training. The Municipality shall pay direct billings from institutions offering courses applicable to municipal employment as set up by a direct payment authorization letter from the Director of Employee Relations. Upon successful completion of the training involved, the employee shall furnish his/her Agency Head and the Director of Employee Relations evidence of successful completion and the amount of charges. Where direct payment was not requested, upon approval of the Director of Employee Relations, a refund will issued to the employee.

9.1.2 An employee wishing to participate in correspondence courses under this program must obtain the prior approval of the Agency Head and refund requests for approved courses must be submitted to the Director of Employee Relations for approval. The Director of Employee Relations shall determine the accreditation of the correspondence school.

ARTICLE 10

CLASSIFICATIONS AND WAGE SCHEDULES

10.1 Classifications

RANGE	CLASSIFICATION	
7	Maintenance Worker I	M730
8	Maintenance Worker II	M731
13	Hostler	M777
15	Parts Warehouse I	M702
	Equipment Service Technician I	M712
16	Body Repair Technician I	M701
	Equipment Service Technician II	M713
17	Body Repair Technician II	M704
	Equipment Technician	M732
	Parts Warehouse II	M746
18	Lead Equipment Technician	M734
	Equipment Technician/Welder	M736
	Expeditor	M714
19	Equipment Tech Foreman/Working	M774

10.1.1 The Parts Warehouse II classification shall be reclassified to pay range seventeen (17) and the Expeditor classification shall be reclassified to pay range eighteen (18). The pay of the incumbent shall be frozen until such time as general increases have elevated the range of the assigned class to encompass the incumbent's rate of pay, at which time, the incumbent shall be assigned to the pay step in the range which results in no decrease in pay, or until the first full pay period in January 2012, whichever occurs first. At the end of the appointed time limit for the incumbency allocation, the pay of the incumbent will be reduced to the maximum step in the range. When the position is vacated, a new incumbent shall enter at the appropriate step in the range assigned as a result of the reclassification.

10.2 2009-2010 Wage Schedule

Grade	Step 1	Step 2	Step 3	Step 4
7	\$ 14.78	\$ 15.51	\$ 16.33	\$ 17.12
8	\$ 15.51	\$ 16.33	\$ 17.12	\$ 17.99
13	\$ 19.75	\$ 20.78	\$ 21.84	\$ 22.89
15	\$ 21.84	\$ 22.89	\$ 24.03	\$ 25.20
16	\$ 22.89	\$ 24.03	\$ 25.50	\$ 26.52
17	\$ 24.03	\$ 25.20	\$ 26.52	\$ 27.84
18	\$ 25.20	\$ 26.52	\$ 27.84	\$ 29.24
19	\$ 26.52	\$ 27.84	\$ 29.24	\$ 30.71

10.3 Wage Schedule Effective the First Full Pay of January 2011

Grade	Step 1	Step 2	Step 3	Step 4
7	\$ 15.08	\$ 15.82	\$ 16.66	\$ 17.46
8	\$ 15.82	\$ 16.66	\$ 17.46	\$ 18.35
13	\$ 20.15	\$ 21.20	\$ 22.28	\$ 23.35
15	\$ 22.28	\$ 23.35	\$ 24.51	\$ 25.70
16	\$ 23.35	\$ 24.51	\$ 25.70	\$ 27.05
17	\$ 25.47	\$ 26.71	\$ 28.11	\$ 29.51
18	\$ 26.71	\$ 28.11	\$ 29.51	\$ 30.99
19	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.55

10.4 Wage Schedule Effective the First Full Pay of January 2012

Grade	Step 1	Step 2	Step 3	Step 4
7	\$ 15.38	\$ 16.14	\$ 16.99	\$ 17.81
8	\$ 16.14	\$ 16.99	\$ 17.81	\$ 18.72
13	\$ 20.55	\$ 21.62	\$ 22.73	\$ 23.82
15	\$ 22.73	\$ 23.82	\$ 25.00	\$ 26.21
16	\$ 23.82	\$ 25.00	\$ 26.21	\$ 27.59
17	\$ 26.62	\$ 27.91	\$ 29.37	\$ 30.84
18	\$ 27.91	\$ 29.37	\$ 30.84	\$ 32.38
19	\$ 29.37	\$ 30.84	\$ 32.38	\$ 34.01

10.5 Wage Schedule Effective the First Full Pay of January 2013

Grade	Step 1	Step 2	Step 3	Step 4
7	\$ 15.69	\$ 16.46	\$ 17.33	\$ 18.17
8	\$ 16.46	\$ 17.33	\$ 18.17	\$ 19.09
13	\$ 20.96	\$ 22.05	\$ 23.18	\$ 24.30
15	\$ 23.18	\$ 24.30	\$ 25.50	\$ 26.73
16	\$ 24.30	\$ 25.50	\$ 26.73	\$ 28.14
17	\$ 27.68	\$ 29.03	\$ 30.54	\$ 32.07
18	\$ 29.03	\$ 30.54	\$ 32.07	\$ 33.68
19	\$ 30.54	\$ 32.07	\$ 33.68	\$ 35.37

ARTICLE 11

TERMS OF AGREEMENT, RENEGOTIATION

11.1 Effective Date and Duration

The Agreement will be effective from date of ratification by both parties as required by AMC 3.70.130A. This Agreement shall expire at midnight on December 31, 2013.

11.2 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.

EXECUTION OF AGREEMENT

This Agreement is executed by the duly authorized agents and representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 2010

MUNICIPALITY OF ANCHORAGE

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1547

Nancy B. Usera
Director, Employee Relations

Larry Bell
Business Manager

Lisa Arnold
Labor Relations Manager

Kelly Loran
Business Representative

OFFICE OF THE MAYOR

Daniel A. Sullivan
Mayor

ATTEST:

Barbara E. Gruenstein
Municipal Clerk

APPENDIX A

UNION SENIORITY TIE-BREAKER

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

**APPENDIX B
MUNICIPALITY OF ANCHORAGE 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
	Refusal to Submit to a Chemical Test	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	DUI/DWI, Reckless, or Refusal to Submit to a Chemical Test	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
II	Driving with a suspended revoked or cancelled license or a suspended revoked or cancelled license	1	Not acceptable	Acceptable	Acceptable	Acceptable
III	Combination of category I and II	2	Not acceptable	Not acceptable	Not acceptable	Acceptable
	Combination of category I and II	3 or more	Not acceptable	Not acceptable	Not acceptable	Not acceptable
IV	Other moving violations	3 or more	Not acceptable	Acceptable	Acceptable	Acceptable

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